ORD. NO.	DATE PASSED	DATE PUBLISHED	"CODE OF '84 PAGES DISTR'D	SUBJECT
1685	7/21/97	7/22/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES; PROJECT 146; TOWN CENTER PLAZA; $3,500,000
1686	7/21/97	7/22/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES; PROJECT 170; MISSION ROAD REHAB. SOUTH OF 135TH STREET; $800,000
1687	7/21/97	7/22/97	N/A	AN ORD. ADOPTING THE STATE LINE ROAD MAP AND AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN OFFICIAL DRAWING PACKAGE LOCATING THE MISSOURI-KANSAS STATE LINE IN RELATION TO STATE LINE ROAD BETWEEN KCMO AND LEAWOOD; AND SUPERSEDING ORDINANCE NO. 690 PASSED MARCH 2, 1981
1688	8/4/97	8/12/97	N/A	AN ORD. REZONING PROPERTY (HARRINGTON FINANCIAL GROUP) ON THE SOUTHWEST CORNER OF TOMAHAWK CREEK PARKWAY AND COLLEGE BOULEVARD FROM CP-0 TO CP-1
1689	8/18/97	8/26/97	N/A	AN ORD. AMENDING SECTION 4-5 OF THE "LEAWOOD DEVELOPMENT ORDINANCE" RELATING TO SIGN REGULATIONS - specific discussion of banners
1690	8/18/97	8/19/97 & 8/26/97	N/A	AN ORD. ESTABLISHING THE 1998 ANNUAL ASSESSMENT FOR THE LEAWOOD SEWER SYSTEM
1691 C	8/18/97	8/19/97	X	AN ORD. AMENDING SECTION 11-205 of the Code of the City of Leawood relating to disturbing the peace (noise ordinance)- to change 11-205 (e) (5) deleting the reference to emergency municipal vehicles and equipment
1692	9/2/97	9/15/98	N/A	AN ORD. GRANTING AN EASEMENT TO WILLIAMS PIPELINE CO. TO RELOCATE A GAS LINE IN THE VICINITY OF IRONHORSE GOLF CLUB.
1693	10/6/97	10/21/97	N/A	AN ORD. AMENDING SECTION 4-3 OF THE "AMENDMENT TO THE LEAWOOD DEVELOPMENT ORDINANCE" PROVIDING FOR CHANGES IN THE SPECIAL USE PROVISIONS FOR CELLULAR TOWERS.
1694	10/20/97	10/28 & 11/4/97		AN ORD. GRANTING A FRANCHISE TO BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.
1695	10/20/97	10/28 & 11/4/97		AN ORD. GRANTING A FRANCHISE TO AMERICAN COMMUNICATION SERVICES OF KANSAS CITY, INC. (ACSI)

ORD. NO.	DATE PASSED	DATE PUBLISHED	"CODE OF '84 PAGES DISTR'D	SUBJECT
1673	6/16/97	6/17/97	N/A	AN ORD. REZONING PROPERTY LOCATED ON THE WEST SIDE OF TOMAHAWK CREEK PARKWAY BETWEEN 115TH STREET AND PROPOSED 114TH STREET APPROX. ONE-HALF MILE SOUTH OF COLLEGE BLVD., FOR AMERICAN ACADEMY OF FAMILY PHYSICIANS, FROM AG TO CP-O
1674	6/16/97	6/27/97	N/A	AN ORD. AMENDING SECTIONS 4-1 & 4-2 OF THE LEAWOOD DEVELOPMENT ORDINANCE RELATING TO ACCESSORY USES AND PROHIBITED USES RESPECTIVELY
1675	7/7/97	7/8/97	N/A	AN ORD. REZONING PROPERTY (STRATCO) LOCATED AT NE CORNER OF 114TH & TOMAHAWK CREEK PARKWAY FROM AG TO CP-O
1676	7/7/97	7/8/97	N/A	AN ORD. AMENDING ARTICLE 6 OF THE "LEAWOOD DEVELOPMENT ORDINANCE" TO PROVIDE FOR PUBLIC HEARING PROCEDURE CHANGES
1677 C	7/7/97	7/8/97	X	AN ORD. REPEALING THE GOLF COURSE IMPACT FEE (Article 5 of Chapter 12 of the Code of the City of Leawood)
1678	7/21/97	7/22/97	N/A	AN ORD. ACCEPTING A PERMANENT DRAINAGE EASEMENT AND TWO PERMANENT UTILITY EASEMENTS FROM SADDLE & SIRLOIN CLUB REQUIRED FOR THE IMPROVEMENT OF MISSION RD., 103RD/I-435
1679	7/21/97	7/22/97	N/A	AN ORD. ACCEPTING TWO DEEDS OF DEDICATION FROM SADDLE & SIRLOIN CLUB FOR LAND TO BE USED FOR STREET PURPOSES, MISSION RD. IMPROVEMENTS, 103RD/I-435
1680	7/21/97	7/22/97	N/A	AN ORD. AUTHORIZING THE IMPROVEMENT OF MISSION RD., 135TH STREET TO 143RD STREET
1681	7/21/97	7/22/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES; PROJECT 108; COLLEGE BLVD.; $3,800,000
1682	7/21/97	7/22/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES; PROJECT 124; K-150; $3,000,000
1683	7/21/97	7/22/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES; PROJECT 128; OLD KENNETH RD.; $600,000
1684	7/21/97	7/22/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES; PROJECT 144; MISSION RD., ~~103x~~ 103RD - I-435; $700,000

ORD. NO.	DATE PASSED	DATE PUBLISHED	"CODE OF '84 PAGES DISTR'D	SUBJECT
1659	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 144, MISSION RD., 103RD - I-435, $500,000
1660	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 146, TOWN CENTER PLAZA, $1,200,000
1661	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 160, MUNICIPAL POOL COMPLEX IMPROVEMENTS, $1,200,000
1662	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 165, KENNETH RD. REHABILITATION, $1,000,000
1663	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 172, OXFORD HILLS STORMWATER IMPROVEMENTS, $400,000
1664	2/18/97	2/25/97	N/A	AN ORD. GRANTING A SANITARY SEWER EASEMENT TO JO. CO. CONSOLIDATED MAIN SEWER DISTRICT ON THE SITE OF FUTURE PUBLIC WORKS FACILITY AT 143RD & OVERBROOK
1665	3/3/97	3/4/97	N/A	AN ORD. AMENDING SECTION 4-5 (SIGN REGULATIONS) OF THE LEAWOOD DEVELOPMENT ORDINANCE
1666 C	3/10/97	3/11/97	X	AN ORD. AMENDING SECTIONS 3-113 AND 3-207 OF THE CODE RELATING TO BEER AND ALCOHOL IN LEAWOOD COMMUNITY CENTER
1667	3/31/97	4/1/97	N/A	AN ORD. ADOPTING THE 1997 MASTER DEVELOPMENT PLAN & 135TH STREET CORRIDOR PLAN
1668	3/31/97	4/1/97	N/A	AN ORD. REZONING PROPERTY AT 143RD & MISSION ROAD FROM AG TO RP-A5
1669	4/7/97	4/8/97	N/A	AN ORD. REZONING PROPERTY (PRICE CHOPPER) AT NORTHEAST CORNER OF 135TH & MISSION RD. FROM AG TO SD (C-R), SPECIAL DEVELOPMENT SUB-DISTRICT (COMMERCIAL - RETAIL)
1670	4/21/97	4/22/97	N/A	AN ORD. AUTHORIZING THE ISSUANCE OF $6,945,000 GENERAL OBLIGATION BONDS, SERIES 1997-A
1671 C	4/21/97	4/22/97	X	AN ORD. AMENDING SECTIONS 1-601 and 1-602 OF THE CODE CHANGING THE NUMBER OF MEMBERS OF THE ARTS COMMITTEE FROM 7 TO 9
1672	4/21/97	4/22/97	N/A	AN ORD. CONVEYING PERMANENT SANITARY SEWER EASEMENTS TO JO. CO. CONSOLIDATED MAIN SEWER DISTRICT TO CONSTRUCT NEW SEWER MAIN NEAR SOUTH PARK, 147TH & MISSION RD.

ORD. NO.	DATE PASSED	DATE PUBLISHED	"CODE OF '8[illegible] PAGES DISTR'D	SUBJECT
1645	1/20/97	1/21/97	N/A	AN ORD. GRANTING AN EASEMENT TO KANSAS CITY POWER & LIGHT FOR THE PURPOSE OF PROVIDING ELECTRICAL SERVICE TO THE LEAWOOD CITY HALL, 4800 TOWN CENTER DR.
1646 C	1/20/97	1/21/97	X	AN ORD. RELATING TO CUTTING OF WEEDS AND VEGETATION (Property Maintenance)
1647	2/3/97	2/7/97	X	AN ORD. GRANTING A FRANCHISE TO BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229 TO CONSTRUCT A TELECOMMUNICATIONS SYSTEM (install fiber optic cable) IN PUBLIC RIGHT-OF-WAY
1648	2/18/97	2/25/97	N/A	AN ORD. AMENDING SECTION 9-1 OF THE "AMENDMENT OF THE LEAWOOD DEVELOPMENT ORDINANCE" RELATING TO GENERAL PROVISIONS OF SUBDIVISION REGULATIONS
1649	2/18/97	2/25/97	N/A	AN ORD. AMENDING SECTION 9-3 OF THE LEAWOOD DEVELOPMENT ORDINANCE RELATING TO REGULATIONS FOR SUBDIVISION REGULATIONS
1650	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING THE SALE AND DELIVERY OF CERTIFICATES OF PARTICIPATION FOR THE LEASE PURCHASE OF FIRE TRUCKS AND PUBLIC WORKS TRUCKS
1651	2/18/97	2/25/97 ↔ eff. 12:01 am 4/2/97	N/A	AN ORD. ANNEXING LAND, LANER PROPERTY, 135TH & NALL AVE.
1652	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING THE KENNETH ROAD REHABILITATION PROJECT
1653	2/18/97	2/21/97	N/A	AN ORD. AMENDING ORDINANCE NO. 1527 AUTHORIZING THE IMPROVEMENT OF THE MUNICIPAL POOL COMPLEX AT LEAWOOD PARK
1654	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 124, K-150, $2,900,000
1655	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 126, MISSION RD., 95TH-103RD, $100,000
1656	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 131, NALL AVE., 119TH-135TH, $500,000
1657	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 137, STATE LINE RD., PHASE IV, $100,000
1658	2/18/97	2/21/97	N/A	AN ORD. AUTHORIZING TEMPORARY NOTES, PROJECT 140, 83RD ST. $700,000

ORDINANCE NO. 1695

AN ORDINANCE GRANTING A FRANCHISE TO AMERICAN COMMUNICATION SERVICES OF KANSAS CITY, INC., ITS SUCCESSORS, TRANSFEREES, AND ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A TELEPHONE TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAWOOD, KANSAS, AND THE RIGHT TO USE AND OCCUPY THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES OF SAID CITY FOR SUCH PURPOSES.

WHEREAS, the City of Leawood, Kansas ("City"), a municipal corporation, duly organized and existing under the laws of the State of Kansas, has the right under statute to grant a franchise to construct, operate and maintain a telecommunications system in said City; and

WHEREAS, American Communication Services of Kansas City, Inc. ("ACSI"), desires to install a fiber optic telecommunication system for the purposes of providing local telephone services residents and businesses in the Greater Kansas City Metropolitan area; and

WHEREAS, in order to achieve the above said goal it is necessary for ACSI to place such fiber optic cables in the public right-of-way; and

WHEREAS, ACSI has applied to the City for a franchise in order to operate its system; and

WHEREAS, any such permission to use the pubic right-of-way requires a franchise to be granted by the City in accordance to K.S.A. 12-2001 et. al; and

WHEREAS, pursuant to K.S.A. 12-2007, the Governing Body of the City did order publication of a notice of a hearing to be held on July 7, 1997, to afford the public in the franchise area, as well as the public-at-large, an opportunity to comment on the proposed franchise agreement, a copy of which was on file in the office of the City Clerk; however, said hearing was continued by the Governing Body, and was held on October 20, 1997; and

WHEREAS, said notice of hearing was published on June 24, 1997 in the official City newspaper; and

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION 1. Grant. Franchisee is granted permission to erect, install, construct, repair, replace, and maintain franchise system, supporting structures, appurtenances, and other property in connection with the operation of the franchise in, on, over, under, upon, along and across the right-of-way as depicted in Exhibit A, and as approved in the future by the Public Works Department for the purposes of constructing, operating, and maintaining franchise properties for the origination, reception, transmission, amplification, and/or distribution of telecommunications and/or telecommunications services. Franchisee is responsible for any permits and permit fees required by the Public Works Department. This agreement shall also apply to any open video system. This agreement does not authorize the construction or operation of a cable system. Nothing in this agreement is intended to authorize the City to seek from or to require franchisee to obtain a franchise for an open video system. This agreement does not authorize franchisee to construct or operate an open video system without paying the fee on the 'gross revenues' (as defined in the context of an open video system) of the system operator for the provision of cable service in lieu of a franchise fee, pursuant to and in the manner described in 47 U.S.C. § 573(c)(2)(b) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573, nor does it limit in any way the City's authority or discretion with respect to open video systems.

SECTION 2. Use of Franchisee's Facilities by Other Provider. Franchisee shall not lease, license contract or otherwise allow the use of its facilities by any other provider of local services to the City ("third party") unless the third party has a franchise or license with the City, or franchisee has obtained the prior written consent of the City. The rights to use right-of-way granted hereunder to franchisee are for the exclusive benefit of franchisee only. Franchisee has no authority to allow a third party, including such franchisee's subsidiary or affiliate, to occupy or acquire rights to occupy the right-of-way under this franchise agreement. Franchisee shall inform the city administrator of any such agreements with third parties within thirty (30) days of signing the contract. In the event franchisee enters into such an agreement with a third party who does not have a franchise with the City, and franchisee has not notified the City, then franchisee shall be in default under Section 44 and 45 of this agreement. Nothing in this section shall prevent franchisee from providing telecommunications or telecommunications services to any third party, subsidiary or affiliate, including, for example, through interconnection or resale arrangements authorized by federal or state law, even though such telecommunications or telecommunications services are to be provided over such franchisee's facilities in the right-of-way within the City limits.

SECTION 3. Nonexclusive Clause. The privilege to construct, erect, operate and maintain franchisee's system and to use or to occupy the public right-of-way is nonexclusive. The City expressly reserves the right to grant other nonexclusive franchises to other persons. However, no such additional franchise shall in any way affect the rights or obligations of franchisee. The City may, in its sole discretion, limit the number of franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations such as: (1) the capacity of the public right-of-ways to accommodate multiple cables, conduits, and pipes; (2) the impact on the community of having multiple franchises; (3) the disadvantages that may result from franchise competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the right-of-way; (4) the financial capabilities of the applicant and its guaranteed commitment to make necessary investments to erect, maintain and operate the proposed system for the duration of the franchise term.

SECTION 4. Severability. If any section, provision, paragraph, sentence, clause or phrase of this franchise agreement is held to be invalid or unconstitutional for any reason, the language in question shall be considered to be a separate, distinct and independent part of this franchise agreement, and such holding shall not affect the validity and enforceability of any other language of this franchise agreement.

SECTION 5. Federal, State and City Jurisdiction. This franchise agreement shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this franchise agreement to the contrary, the construction, operation and maintenance of franchise system by franchisee or his agent shall be in accordance with all laws and regulations of the United States and the several states and any political subdivision thereof, or any administrative agency thereof, having jurisdiction over said franchise systems. In addition, franchisee shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. Franchisee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. Finally, franchisee's failure to comply with any law or regulation governing the operation of said franchise system may result in a forfeiture of the franchise in accordance with Sections 44 and 45 of this franchise agreement.

SECTION 6. Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond franchisee's or the City's control.

SECTION 7. Definitions. For the purpose of this franchise agreement, the following words and phrases and their derivations shall have the following meaning:
"Cable" -- shall include both the traditional coaxial cable used to transmit signals of high frequency, and fiber optic cable that consists of a bundle of thin insulated glass strands used to transmit data, voice, video and other communications, and any other assembly of materials so classified generically as cable.

"City" -- shall mean the City of Leawood, Kansas, a municipal corporation, or its successors, and shall include when appropriate to the use of the term in context, the territorial boundaries of the City as now constituted or as shall hereafter exist.

"Facilities" --shall mean franchisee's lines, conduits, wires, cables, pipes, poles, towers, vaults, appliances, and equipment, either under or above ground necessary for the franchise system operation.

"Franchise" -- shall mean the agreement between the City and franchisee, or the right of franchisee to operate telecommunications or telecommunications services within the City's right-of-way.

"Franchisee" -- shall mean American Communication Services of Kansas City, Inc., or its successors, transferees, or assigns.

"Franchise Fee" -- shall mean any tax, fee or other assessment of any kind imposed by the City on franchisee, subscriber, or both, solely because of their status as such. It shall not include: (1) any tax, fee, or assessment of general applicability including any which are imposed on franchisee; (2) requirements or charges incidental to the awarding or enforcing the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages, or (3) any other fee imposed by federal, state, or local law.

"Franchise ordinance" or "Franchise agreement" -- shall mean the ordinance passed to grant the telecommunications franchise to franchisee. The ordinance shall operate as an agreement or contract between the City and franchisee and shall be subject to the laws of the State of Kansas.

"Governing Body" -- shall mean the present legislative body of the City of Leawood, Kansas; or any successor to the legislative powers of the present Governing Body;

"Gross Annual Revenues" -- shall mean all revenues of franchisee derived, directly or indirectly, from franchisee's activities and operations, including from all activities and operations directly or indirectly attributable to the offering, rendering, selling, including the selling for resale, and/or delivering, transmitting, furnishing, supplying or providing telecommunications and/or telecommunications service, in the City limits throughout the term of the franchise unless specifically excluded herein. 'Gross annual revenue' is not to be reduced by any commissions or expenses. "Gross annual revenue' includes without limitation all revenues identified in the following Uniform System of Accounts ("USOA"), 47 C.F.R. Part 32, irrespective of how franchise keeps or is required to keep its books or accounts and irrespective of whether franchisee's revenue attributable to such accounts is regulated or unregulated:

USOA Accounts §32.5000 through §32.5069
USOA Accounts §32.5100 through §32.5169
USOA Accounts §32.5200 through §32.5270
USOA Accounts §32.5280

In addition and to the extent not included in the above USOA accounts, 'gross annual revenue' shall include: all cash, consideration, credit and property of any kind, late charges and forfeited discounts, installation and service charges; the amount of any franchise fee hereunder, irrespective of whether funds for payment of such fee are separately collected for payment of such fee; and otherwise any and all consideration derived directly or indirectly from telephone company's activities as aforesaid. Examples of 'gross annual revenue' include but are not limited to: recurring local exchange services, including recurring local basic exchange service (business and residential), irrespective of whether any such service is deemed essential, competitive, regulated or unregulated; TouchTone calling; Optional calling services; recurring local exchange service for semi-public and private pay telephone service; directory assistance; line status verification/busy interrupt; operator service; customer local area signaling services, including but not limited to, automatic call back, automatic recall, calling number identification, selective call rejection, selective call acceptance, selective call forwarding, distinctive ringing and customer originated trace; ISDN (Integrated Services Digital Network) and all other derived channel services; enhanced services; long distance and toll message; private leased circuit or channel services; local exchange service(s) sold or otherwise provided for resale; long distance service(s) sold or otherwise provided for resale; commercial or private mobile radio services (fixed or mobile), including but not limited to cellular telephone services, mobile data transmission and personal communications services; and any and all nonrecurring charges, PROVIDED HOWEVER, 'gross annual revenue' shall not consist of: amounts included under USOA Accounts §32.5300 through §32.5302; intra-state and interstate access revenue subject to treatment under USOA Accounts §32.5080 through §32.5084; any assessment revenues for the Kansas universal service fund; any consideration under any reciprocal arrangement for interconnection to any other telephone

company to which this ordinance applies, including for telephone company-to-company network customer intercommunication; any consideration for providing network elements to any other telephone company to which this ordinance applies. All revenue, unless specifically excluded, is 'gross annual revenue.'

"Normal Operating Conditions" -- shall mean those service conditions that are within the control of franchisee. Those conditions that are not within the control of franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and significant legislative or regulatory requirements. Those conditions which are ordinarily within the control of franchisee include, but are not limited to, special promotions, regular peak or seasonal demand periods, and maintenance or upgrade of the system.

"Open video system" -- shall mean a facility described in and subject to 47 U.S.C. § 573 and applicable regulations of the FCC.

"Person" -- shall mean any individual or association of individual, or any firm, partnership, corporation, limited liability company, trust or other business or government organizations.

"Public improvement" -- shall mean any existing or contemplated public facility, building or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and public projects.

"Public project" -- shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or public improvements, or any other purpose of public nature.

"Right-of-way" -- shall mean present and future streets, roadways, sidewalks, highways, alleys, public rights-of-ways, and public easements, including easements dedicated in plats and parks or recreational areas, of the City of Leawood.

"Street" -- shall mean any public street, roadway, highway, alley, or other public right-of-way now or hereafter subject to the jurisdiction and regulation of the City as provided by the laws of the State of Kansas and as subsequently amended thereof.

"System" -- shall mean equipment or facilities located within the City and designed and constructed for the purposes of conducting the franchise operations and providing service to subscribers.

"Subscriber" -- shall mean any person who receives services from franchisee services.

"Telecommunications" -- shall mean the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received, as meant by 47 U.S.C. §153(43), any successor statute of similar import and implementing regulations and interpretations of the FCC.

"Telecommunications service" -- shall mean the offering of telecommunications for a fee directly to the public, or to such classes or users as to be effectively available directly to the public, regardless of the facilities used, as meant by 47 U.S.C. §153(46), any successor statute of similar import and implementing regulations and interpretations of the FCC.

SECTION 8. Franchisee is Without Remedy Against the City. Franchisee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this franchise agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the franchise granted. Second, franchisee expressly acknowledges that it accepted the franchise granted in reliance upon its independent and personal investigation and understanding of the power and authority of the City to grant the franchise conferred upon franchisee. Third, franchisee acknowledges by its acceptance of the franchise that it has not been induced to enter into the franchise upon any understanding, or promise, whether given verbally or in writing by or on behalf of the City, or by any other person concerning any term or condition of this franchise not expressed in this franchise agreement. Finally, franchisee acknowledges by the acceptance of the franchise that it has carefully read the provisions, terms, and conditions of this franchise agreement and is willing to, and does accept, all of the risk attendant to the provisions, terms, and conditions.

SECTION 9. Duty to Indemnify the City. Franchisee shall fully indemnify, release, defend and hold harmless the City, the members of the Governing Body, the mayor, and all other officials, employees and agents of the City when acting in their capacity as municipal officials, employees and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees or otherwise. Nothing herein shall be deemed to prevent the City, the members of the Governing Body, the mayor, and all other officials, employees and agents when acting in their capacity as municipal officials, employees and agents from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve franchisee from its duty to defend against liability or its duty to pay any judgment entered against the City, the members of the Governing Body, the mayor, and all other officials, employees and agents.

SECTION 10. Liability Insurance Requirement. Franchisee shall file with the City Clerk evidence that franchisee has liability insurance with a company licensed to do business in the state with a rating by Best of not less than "A," in an amount not less than the minimums as set by the City, to protect the City, the members of the Governing Body, the mayor, and all other officers, boards, commissions, agents, and employees from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by the operation of franchisee's system, or alleged to so have been caused or occurred, for an amount not less than the minimums as carried by the City. As of April 1, 1997, the amount of insurance shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate. The City reserves the right to adjust the coverage limit requirements no more than every five (5) years.

SECTION 11. Performance Bond Requirement. Franchisee shall at all times during the term of the franchise maintain in full force and effect a corporate surety bond in a form approved by the City Attorney, in an amount of $50,000, for a term consistent with the term of this franchise agreement plus one additional year, conditioned upon franchisee's faithful performance of the provisions, terms and conditions of the franchise granted and conferred by ordinance. An annual bond automatically renewed yearly during this period shall satisfy this requirement. In the event the City shall exercise its right to revoke the franchise as granted herein, then the City shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

SECTION 12. City's Right to Audit and Access to Records. Upon operation of services within the City, franchisee shall file in the office of the City Clerk a financial statement prepared by a certified public accountant or person otherwise satisfactory to the City, showing gross revenues of franchisee, and said receipts. The City may arrange for and conduct audits of the necessary financial records of franchisee upon proper notice. Any discrepancy between a said audit and any reports filed by franchisee which results in the City's receiving a lesser sum than that which is due and owing from franchisee will be determined and paid forthwith to the City, including interest on said amount at the statutory rate. Further, the City's acceptance of any payment determined as hereinbefore provided to be deficient shall not be construed as a release of liability from the City or an accord or satisfaction of any claim that the City may have for additional sums owed by franchisee as provided for in this franchise agreement. In addition to access to the records of franchisee for audits, franchisee shall provide reasonable access to records necessary to verify compliance with the terms of this franchise agreement, including any copies of petitions, applications and communications submitted or filed by franchisee with the Federal Communications Commission, the Kansas Communications Commission, the Kansas Corporations Commission, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of franchisee's system so far as the same effects or will affect franchisee's service or operation within the City. Failure to provide access to the records of franchisee shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise granted under this franchise agreement should such a violation occur.

SECTION 13. System Mapping Requirement. Within sixty (60) days of completion of initial or any additional construction, franchisee shall provide the City Clerk a complete set of plans with accurate and complete information in an AutoCAD format compatible with the City's Geographic Information System (GIS) showing and describing the exact locations, both horizontal and vertical, of all facilities constructed and existing within the public right-of-way and private easements. Such mapping and identification shall be at the sole expense of franchisee.

SECTION 14. Description of Use Requirement. Franchisee shall be required to provide the City with a current description of the use and services using property within the City right-of-way. To satisfy this requirement, franchisee may provide the City with a copy of its certificate from the Kansas State Corporation Commission describing the nature of franchisee's service as a Competitive Local Exchange Carrier ("CLEC"). In the event franchisee changes or adds to these services, franchisee is required to notify the City.

SECTION 15. Exclusive Benefit of Franchise Right by Franchisee. The rights granted to franchisee by this franchise agreement to use the public right-of-way shall be for the sole use of franchisee. Franchise use is limited to the use that franchisee has filed with the City in accordance with Section 14 of this agreement. These rights are for the exclusive benefit of franchisee, except where use by the City is allowed under the terms of this agreement. No other party may use franchisee's right, unless otherwise authorized by the City.

SECTION 16. Transferability of Franchise. Franchisee shall not sell, transfer, lease, assign, sublet or dispose of its system, system capacity, or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, without prior approval of the Governing Body provided that such approval shall not be unreasonably withheld and may be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under this franchise agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose the franchise or its system not conforming with the requirements of this section shall be null and void. This provision shall not apply to sale of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the franchise. Any violation of this section shall enable the City to revoke or modify this franchise agreement. The following events shall be deemed to be a sale, assignment or other transfer of the franchise and/or system requiring compliance with this section:

(a) the sale, assignment or other transfer of all or a majority of franchisee's assets;

(b) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in franchisee;

(c) the issuance of additional capital stock or partnership, membership or other equity interests by franchisee so as to create a new controlling interest in franchisee; and

(d) the entry by franchisee into an agreement with respect to the management or operation of franchisee and/or system.

For the purpose of determining whether it shall consent to such change, transfer, or acquisition or control, the City may inquire into the qualifications of the prospective transferee or controlling party, and franchisee shall assist the City in any such inquiry. In seeking the City's consent to any change of ownership or control, franchisee shall have the responsibility of insuring that the transferee completes an application for a franchise agreement in form and substance reasonably satisfactory to the City to be

submitted not less than ninety (90) days prior to the date of transfer. If, after considering the legal, financial, character and technical qualities of the applicant and determining that they are satisfactory, the City shall find that such transfer is acceptable and assign the rights and obligations of such franchise to the transferee or controlling party. The consent of the City to such transfer shall not be unreasonably denied.

SECTION 17. Notice of Filings with Regulatory Agencies. Franchisee is hereby required to file in the office of the City Clerk copies of any and all petitions, applications, and communications submitted or filed by franchisee with the Federal Communications Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of a franchise system within the City.

SECTION 18. Renegotiation During Term of Franchise. The City or the franchisee may renegotiate the franchise during the term of the franchise for any reason set forth herein:

(a) New Developments. It shall be the policy of the City to amend reasonably or renegotiate this franchise agreement upon the application of new technologies when necessary, to enable franchisee to take advantage of new developments, services or material improvements to existing technology and services during the term of the franchise.

(b) Sale or Transfer. The sale or transfer of franchisee's system or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person may be grounds for renegotiation of the franchise during the term of the franchise. Transfer includes the leasing of excess system capacity when such capacity is leased to a person who has not obtained a franchise agreement with the City.

(c) Expansion of Service. In the event franchisee desires to expand the services of its system beyond the plans agreed upon, such expansion shall not commence without notification and/or renegotiation of this franchise agreement. The City shall exclusively decide if renegotiation is necessary.

(d) Local Equity. In the event franchisee is granted a system franchise in any other political subdivision within Johnson County, Kansas, and the provisions of such franchise are more favorable to such political subdivision than the provisions of this franchise agreement, then the City shall have the right to request franchisee to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions contained in the franchise of the other political subdivision. Likewise, if the City grants a franchise to a similar type of franchise operator, and the provisions of such franchise are more favorable to that franchise operator, then franchisee shall have the right to request the City to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions. The parties may offer evidence and statements distinguishing any such other franchise from the franchise granted under this franchise agreement, or evidence of the existence of state or federal laws or rules preventing either party from making the change requested. In the event the City or franchisee shall request to amend and modify the franchise in the manner hereinabove provided, and the requesting party determines that the other party has not offered sufficient evidence and statements to justify its not conforming to the request, then, either party may refer the request for arbitration as provided for in the laws of the State of Kansas then existing and the decision of the arbitrator shall be binding and conclusory upon said parties (except that the arbitrator may not compel either party to be in noncompliance with any state or federal law or rules which take precedence over this franchise agreement). Finally, in the event a request is submitted for arbitration, the arbitrator may not consider, nor shall the arbitrator effect, the then existing provisions of the franchise except as herein provided.

(e) New Unified Telecommunications Franchise Policy. Both parties are aware that the City is currently drafting a new uniform telecommunications franchise ordinance to apply to all telecommunications providers within the City. In the event the City is ready to uniformly apply such a franchise ordinance to all telecommunications providers, including Southwestern Bell, then either party may terminate this agreement.

SECTION 19. Subscriber Rates. Franchisee charges to subscribers will comply with all applicable federal and state regulations. Franchisee shall file with the City Clerk a schedule of current rates in effect. When provided so by state or federal law, the Governing Body may at any time during the existence of this franchise agreement fix a reasonable schedule of maximum rates to be charged to the City and its residents.

SECTION 20. Franchisee's Operating Regulations. Franchisee shall have the authority to promulgate such rules, regulations and conditions governing the conduct of its business as shall be reasonably necessary to enable franchisee to exercise its rights and to perform its obligations under its franchise or City policy, and to assure an uninterrupted service to its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this franchise agreement. Franchisee shall file with the city clerk a statement of services offered, rules, regulations, terms and conditions, and any changes to such services, rules, regulations, terms and conditions.

SECTION 21. Franchisee Information. Franchisee shall designate a person familiar with the system, who is responsible for timely satisfying the information needs of the City and other users of the right-of-way.

SECTION 22. Rights Reserved to the City. In addition to any rights specifically reserved to the City by this franchise agreement, the City reserves to itself every right and power available to it under the constitutions of the United States and the State of Kansas, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety, welfare, and morals. Nothing in this franchise shall limit or govern the right of the City to exercise its municipal authority to the fullest extent allowed by law. Franchisee further agrees to conduct its activities in accordance with all municipal ordinances, as amended from time to time. The City shall have the right to waive any provision of the franchise, except those required by federal or state regulation, if the City determines: (1) that it is in the public interest to do so, and (2) that the enforcement of such provisions will impose an undue hardship on franchisee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. The waiver of any provision in any one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.

SECTION 23. Use of Public Right of Way. In the use of right-of-way under this franchise agreement, franchisee shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules and regulations adopted by governmental bodies now or hereafter having jurisdiction. In addition, franchisee shall be subject to all technical specifications, design criteria, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalks, and pavement cuts, utility location, construction coordination, surface restoration, and other requirements on the use of the right-of-way.

SECTION 24. Preference of Franchise System Placement.

(a) Preferred Placement. All system facilities along abutting or adjacent to the public right-of-way installed in the City of Leawood shall use and occupy the public right-of-way if at all possible. The City discourages the use of private easements for the placement of system facilities. If private easements are necessitated, franchisee shall cooperate with the City by informing City staff of the location of any and all private easements expected to be negotiated. The City does hereby expressly reserve the right to make certain requests

on the placement of utilities in private easements in order to limit or eliminate future street improvement relocation expenses. In the event of expansion of the right-of-way by the City, franchisee shall be responsible for any relocation expenses in the event it is necessary to relocate franchisee's system.

(b) Placement Standards. All facilities constructed or relocated within the right-of-way shall be placed underground unless otherwise agreed to by the City through the Public Works Department or by this agreement. Franchisee agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Underground placement of facilities shall comply with all existing City standards as well as the following standards:

(1) Cables shall be buried a minimum of 24 inches below finished grade along improved streets, or 24 inches below proposed finished grade adjacent to unimproved streets.

(2) Cables shall be buried no closer than 3 feet from the existing back of the curb and gutter preferably as far from the curb and gutter as possible.

(3) Facilities shall be placed in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's technical specifications and design criteria.

(4) Franchisee shall not erect any poles within the City unless approval is obtained in advance from the City. Above ground placement of facilities shall comply with the standards provided by the City.

(c) Above Ground Placement on Another Franchisee's Distribution Facilities. In those areas of the City where franchisee's cables are located or to be located on the above-ground transmission or distribution facilities of another franchise operator (for example telephone poles), in the event that the facilities of such other franchise operator are placed underground, then franchisee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost.

SECTION 25. System Construction Standards. The construction, reconstruction, installation, operation, testing, use, dismantling and maintenance of the properties and facilities of franchisee's system shall be in accordance with good engineering practices and shall be in compliance with present and future laws, ordinances and regulation, including the National Electric Code, the National Electrical Safety Code, the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated by federal, state, City and any other political subdivisions thereof or an administrative agency with jurisdiction. All transmission and distribution structures, lines and equipment erected by franchisee within the City shall be so located as to cause minimum interference with the proper use of streets, easements and swales, sidewalks, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, easements and swales, sidewalks, alleys or other public ways and places. Franchisee shall not construct or reconstruct any of its franchise system located upon, over, under or within the public streets or public ways of the City without first having submitted in writing a description of its planned improvement to the Director of Public Works of the City and having received a permit for such improvement from said Director. All poles and above ground facilities need to be in compliance with current City standards.

SECTION 26. Franchise System Construction / Repair / Maintenance.

(a) Permits Requirement. Prior to any work being done within existing public right-of-way, franchisee or its agent shall first obtain approval and any necessary permits from the City's Public Works Department.

(b) Notice of Work. Franchisee shall notify the City not less than five (5) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency as reasonably determined by franchisee, no such closure shall take place without notice and prior authorization from the City. The City shall follow its policies in the granting or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

(c) Safety. Franchisee shall at all times employ a standard of care attendant to the risks involved and shall construct, operate and maintain commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury and nuisance to the public. Additionally, all facilities shall be kept in a suitable condition and in good order and repair so as not to endanger or interfere with pedestrian or vehicular traffic on City streets.

(d) Disturbances and Damages. Any disturbance or damage to a street or public property caused by franchisee during the course of constructing, operating or maintaining its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage in accord with the City's established public works standards at the sole expense of franchisee. Franchisee shall promptly, but not more than thirty (30) days, repair and replace all materials, sidewalks, pavings, utilities, or other improvements of any kind injured or removed by franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense.

(e) City Inspection of Activities and System. At the completion of any work done within the existing public right-of-way, franchisee must notify the City's Public Works Department. Inspections of completed work may be performed and franchisee shall be responsible for the costs to perform such inspection. Failure to notify the City of the completion of work or failure to comply with the inspection process shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise should such a violation occur. Upon forty-eight (48) hours written notice, and during normal business hours, franchisee shall permit examination by any duly authorized representative of the City of all franchise property and facilities situated within the City, and all records relating to the franchise, provided they are necessary to enable the City to carry out its regulatory responsibilities under local, state and federal law, and this franchise agreement. Such records include, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records or request for service, and other like materials of franchisee. Franchisee shall have the right to be present for any such examination. If any such records are proprietary or must be kept confidential by state, federal or local

law, upon proper request by franchisee, such information obtained during such an inspection shall be treated as confidential, making it available only to those persons, who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

(f) Vegetation. Franchisee shall have authority to trim trees and shrubbery upon and overhanging streets, alleys, sidewalks, and other public places of the City so as to prevent such trees, roots and shrubbery from coming in contact and interfering with the facilities of franchisee. All trimming shall be at the sole expense of franchisee. Franchisee shall have sole liability for any damages caused by the trimming of any roots.

(g) Office Buildings and Residences. In the event franchisee decides to offer services to businesses or residents in the City, franchisee shall bury their cables and wires where other franchise operators have buried their cables and wires between the pole and the building or residence, and that franchisee will not place the wire over the parking lot or yard.

SECTION 27. Requirement to Coordinate Construction / Repair / Maintenance Activities. Prior to the end of each calendar year, the City will provide franchisee with a copy of the City's annual capital improvements program. At the same time, franchisee shall provide the City with similar information, including advance notice of all known new construction and all relocation of facilities located in the City public right-of-way or in private easement within the City proposed for the following year. Construction shall be coordinated and scheduled to minimize public inconvenience, disruption and damage to the public right-of-way.

SECTION 28. Requirement to Temporarily Move Wires. On the request of any applicant having satisfied city procedure and ordinances, franchisee shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and franchisee may require such payment in advance. Franchisee shall be given not less than fifteen (15) days written notice from the applicant detailing the time and location of the moving operations, and not less than 24-hours advance notice from the applicant advising of the actual operation.

SECTION 29. Use of Facilities by Other Parties. In the event franchisee places part of its system underground, franchisee shall allow other franchise operators access to franchisee's conduits, ducts and pipes for the cables and wires of the other franchise operators. Franchisee may charge a reasonable fee for such access, which fee will be part of the gross revenues of the franchise. The City shall have the right to install and maintain, free of charge, upon the poles and within the underground pipes and conduits of franchisee, any wires and fixtures desired by the City to the extent that such installation and maintenances does not interfere with existing operations of franchisee.

SECTION 30. Removal of Franchise System. Franchisee shall promptly remove from the public streets and other public ways where its properties are located, all or any part of its facilities or properties so located when franchisee ceases to use any part, or all of its franchise system for a continuous period of twelve months, or when the franchise is terminated, forfeited, revoked or declared void pursuant to notice as provided elsewhere in this franchise agreement, unless otherwise authorized and permitted by the City. Franchisee shall be entitled to receive notice in writing from the City setting forth one or more of the violations provided in this franchise agreement. Franchisee shall have one hundred eighty (180) days from the date upon which said notice is received to remove said properties as required. Such removal shall be performed by franchisee at the sole expense of franchisee. Any disturbance or damage to a street or public property caused by franchisee during the course of removal of its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage at the sole expense of franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to

determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense. The insurance, indemnity and bond provisions of this franchise agreement shall remain in full force and effect during the entire term of removal.

(a) Failure to Remove System. If franchisee fails to commence removal of its system within one hundred eighty (180) days subsequent to receipt of notice to remove the system or if removal is not completed within one (1) year subsequent to receipt of notice to remove the system, the City shall have the right to:

(1) Claim Ownership. The City may declare the system abandoned and all right, title and interest to the system to be in the City with all rights of ownership including, but not limited to, the right to operate the system or transfer the system to another for operation. Franchisee shall receive no compensation; or

(2) Remove at Franchisee's Expense. The City may declare the system abandoned and cause the system to be removed at no cost to the City. The cost of the removal shall be recoverable pursuant to the insurance, indemnity and bond provisions of this franchise agreement or from franchisee directly.

(b) Abandoned Property. Any property abandoned by franchisee that the City claims as hereinabove allowed shall become the property of the City and franchisee agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the City. Additionally, any notice given by the City as provided hereinabove, shall be deemed notice to any other persons claiming interest in said property of franchisee, and said persons shall be subject to all the provisions hereinbefore provided.

SECTION 31. No Liability for City Damage to Franchise System. It shall be the sole responsibility of the franchisee to take adequate measures to protect and defend its facilities in the right-of-way from harm or damage. The City shall not be liable for any damage to or loss of any of franchisee's facilities within the public right-of-way or private easement as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including any public works or public improvement work by or on behalf of the City, unless such damage or loss is directly and proximately caused by willful, intentional or malicious acts of the City. Franchisee shall be responsible to the City and its agents , representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the franchisee to perform any of its obligations under this ordinance unless the damaged party is solely responsible for the harm or damage by its negligence or intentionally caused harm.

SECTION 32. City's Right Preeminent. The privilege to use or occupy the public right-of-way granted to franchisee under this franchise agreement shall in all matters be subordinate to the City's right to use or occupy the public right-of-way. Without limitation upon the rights which the City might otherwise have, the City does hereby expressly reserve the right to exercise its governmental powers, now or hereafter vested in or granted to the City.

(a) Relocation for Public Improvements. Within ninety (90) days of written request from the City, franchisee shall forthwith remove, relocate, reinstall or adjust its facilities or any such property within the public right-of-way or private easements when removal, relocation reinstallation or adjustment is necessary for any public improvement or public project. Such removal, relocation reinstallation or adjustment shall be performed by franchisee at the sole expense of franchisee.

(b) Emergency Access. The City retains the right to cut or move any facilities located within the public right-of-way as may be determined necessary, appropriate or useful in response to any public health or safety emergency.

SECTION 33. Consideration. Franchisee shall pay an initial one-time administrative fee of $2,000 for its new franchise. For the use of the right-of-way, franchisee shall pay the greater of $12,000 or a sum of $2.50 per lineal foot for all current fiber in the right-of-way at the time this ordinance is passed. This payment shall be due on the effective date of the ordinance. Except for any required permit fees, no additional franchisee fee shall be assessed for any additional fiber placed in the right-of-way during the remainder of the one-year term. In the event franchisee provides local service to customers within the corporate boundaries of the City, franchisee shall notify the City. At that time, the franchise fee shall be the greater of the above prescribed amount charged for the use of the right-of-way or a percentage of franchisee's gross annual revenues for services provided within the City. The percentage of gross revenues shall be set at two (2%) percent until the expiration date of the current Southwestern Bell franchise agreement on August 31, 1998 at which time the percentage of gross revenues shall change to five (5%) percent. At the end of the one-year term, franchisee shall give a proper accounting to the City to determine if any additional fee is due. In the event the franchise term is extended in accordance to Section 37, the franchise fee for the extended term shall be derived pro rata in the same manner as prescribed above.

SECTION 34. Other Payments and Charges. The payments herein provided shall be in addition to, not in lieu of, all other taxes, charges, assessments, fees and impositions that are or may be imposed by the City, with the exception of an annual occupation license.

SECTION 35. Late Fee. Franchisee shall pay interest at an annual rate of ten percent (10%) for each month or fraction thereof on any late payment of the charge provided for in this franchise agreement.

SECTION 36. System Access by the City.

(a) System Access. As part of the consideration for franchisee's privilege to use and occupy the public right-of-way, the City shall require as part of this franchise agreement access to franchisee's system in the event franchisee offers more than telephone service. Franchisee will provide to the City access to system services which shall be of the highest technical quality provided by franchisee to other users, including franchisee.

(b) Use of System. The City may use the part of the system made available to it in any lawful fashion, including using the system to make available to the public municipal records, services and other matters even if a fee or charge is imposed for the record, service or other matter, provided that the City shall not lease or rent its access to franchisee's system to any third party.

(c) Emergency Use of Franchisee's System. In the event of a civil disaster or other emergency which occurs within the City, franchisee shall upon request of the Mayor or designated representative, permit the City to transmit information over franchisee's system advising the subscribers regarding the nature and extent of the disaster or emergency as may be required to protect said persons for their safety and welfare, provided that any such transmission shall be conducted by or with the assistance of franchisee's authorized personnel.

SECTION 37. Term. Unless sooner terminated or revoked in accordance with the terms of this franchise agreement, this franchise agreement shall be effective for a term of one (1) year from the effective date. Upon either expiration or revocation of the franchise, the City alone shall have discretion to permit and/or to require franchisee to continue to operate the franchise for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. Franchisee shall continue to

operate the system under the terms and conditions of this franchisee agreement and to provide the regular subscriber service and any of the services that may be provided at that time.

SECTION 38. Effectiveness and Acceptance of Ordinance. The franchise shall take effect as provided by statute. Within sixty (60) days after the final passage and approval of the ordinance, franchisee shall file with the City Clerk its acceptance in writing of the provisions, terms, and conditions of the ordinance which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths. When so accepted, the ordinance and acceptance shall constitute a contract between franchisee and the City subject to the provisions of the laws of the State of Kansas.

SECTION 39. Renewal. If franchisee desires to renew its franchise, franchisee shall file an application for renewal with the City Clerk not less than one hundred eighty (180) days prior to the expiration of the franchise. The procedure for renewal of a franchise shall be the same as for initial application and all requirements, procedures and applicable fees that apply to an initial application shall apply to the renewal. By statute, such renewal or extension shall be made by ordinance only.

SECTION 40. Notification Procedure. Whenever either party hereto shall be required or permitted to give notice to the other, such notice shall be in writing. If notice is to be served upon the City, it shall be delivered either by first class United States mail addressed to the office of the City Clerk or by personal delivery of the same to said person, or a duly authorized agent for receiving the same. If said notice is to be served upon franchisee, the same shall be delivered by either first class United States mail addressed to an officer or the resident agent of franchisee at the registered office of franchisee or its resident agent, or by personally delivering the same to such people as hereinbefore provided, or such other person as franchisee shall from time to time direct.

SECTION 41. Change of Use or Addition to Current Use. Franchisee shall cooperate with the City by informing City staff of any change or addition to the current use of the franchise system. Additionally, franchisee shall inform the City of any new developments, including new technologies, new services or material improvements to existing technology that would provide additional services not covered under current status, as well as any sale or transfer of franchisee's system. Transfers include leasing of system capacity.

SECTION 42. Sale, Lease, or Transfer of Franchise to Third Party. Franchisee shall notify the City of any contract with a third party to sell, use, lease, borrow or transfer franchisee's system or any part thereof. Such contract shall be in compliance with any applicable section of this franchise agreement before they are valid.

SECTION 43. Annual Reports. Franchisee shall submit a written end of the year report to the City with respect to the preceding calendar year at franchisee's expense. The report shall contain the following information:

(a) A summary of the previous year's activities in development of the franchise system, including but not limited to, services begun or discontinued during the year;

(b) A list of franchisee's officers, members of its board of directors, and other principals of franchisee;

(c) A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in franchisee; and

(d) Information as to the number subscribers in the City of Leawood.

SECTION 44. Violation. Failure on the part of franchisee to comply with one or more of the terms, conditions or provisions of this franchise agreement shall constitute a violation of this franchise agreement. The City shall provide written notice to franchisee of any such violation. Franchisee shall have fourteen (14) days subsequent to receipt of notice to inform the City in writing of the action franchisee will take to correct the violation. Such corrective action shall be completed within thirty (30) days subsequent to receipt of notice unless otherwise agreed to by the City. Upon failure to timely correct franchise violation, the City may revoke franchise in accordance with the terms of Section 45. The violation of any provision of the franchise shall hereby declared to be public offense and any person convicted thereof shall be punished by a fine not to exceed $500 for each offense. Each day's violation of this ordinance shall constitute a separate offense. In addition to any other remedy available herein or and at law or equity to the City, the City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this ordinance and to abate nuisances maintained in violation thereof.

SECTION 45. Revocation of Franchise. In addition to all other rights and powers herein or otherwise enjoyed by the City, the City shall have the additional and separate right to revoke a franchise and all rights and privileges of the franchisee as a result of and in response to any of the following events or reasons:

(a) Franchisee fails to remedy violation of a term, condition, or any provision of this franchise agreement or federal or state law whether the same be committed by act or omissions, within thirty (30) days following the date upon which franchisee receives written notice of such violation; or

(b) Any provision of this franchise agreement is adjudged by a Court of Competent Jurisdiction to be invalid or unenforceable and said judicial act and declaration is deemed by the Governing Body to constitute such a material consideration for the granting of the franchise as to cause the same to become null and void; or

(c) Franchisee is adjudged bankrupt, becomes insolvent, suffers a transfer of its properties pursuant to an action of its creditors upon an instrument or judicial declaration securing said creditors' interest in said properties, and thereafter the same be not redeemed by franchisee within thirty (30) days from the date of said transfer, or franchisee is otherwise unable or unwilling to pay its debts and obligations as the same accrue; or

(d) Franchisee commits an act of fraud or deceit against the City in obtaining the grant of the franchise herein conferred, or upon being granted franchisee commits such an act against the City.

SECTION 46. City's Failure to Enforce. The City's failure to enforce and remedy any noncompliance by franchisee of the terms and conditions of this franchise agreement shall not constitute a waiver of the City's rights nor a waiver of franchisee's obligations as herein provided.

SECTION 47. Time is of the Essence. Whenever this franchise agreement sets forth any time for any action to be performed by or on behalf of franchisee, such time shall be deemed of the essence; and any failure of franchisee to perform within the time so specified shall be considered a violation of the agreement and grounds for the City to revoke the franchise granted, subject to procedural requirements stated herein.

SECTION 48. Periodic Evaluation and Review. The City and franchisee acknowledge and agree that the field of telephone communications is a rapidly changing one that may see many regulatory, technical, financial, marketing and legal changes during the term of this franchise agreement. Therefore, to provide for the maximum degree of flexibility in this franchise agreement, and to help achieve a continued, advance and modern telephone communications system, the following evaluation and review provisions will apply:

(a) Upon a significant change in the law or the technology relating to franchisee's system, the City may request evaluation and review sessions at any time during the term of this franchise agreement and franchisee shall cooperate in such review and evaluation; provided, however, that there shall not be more than one (1) evaluation and review session during any calendar year.

(b) Topics that may be discussed at any evaluation and review session include, but are not limited to, rates, the system performance, features and services, municipal uses of franchisee's service, judicial rulings, FCC rulings and any other topics that the City or franchisee may deem relevant and that the City has a legal basis for reviewing.

(c) During an evaluation and review session, franchisee shall full cooperate with the City and shall provide without cost such reasonable information and documents as the City may request to perform the evaluation and review.

(d) As a result of an evaluation and review session, the City or franchisee may determine that a change in the system or in the terms of this franchise agreement may be appropriate. In that event, either the City or the grantee may propose modifications to the system or the franchise. Franchisee and the City shall, in good faith, review the terms of the proposed changes and any proposed amendments to this franchise agreement and seek to reach agreement on such change or amendment when the change or amendment is not inconsistent with the terms of this franchise agreement, or with applicable law or regulations, and the change or amendment is technically feasible, economically reasonable and will not result in a material alteration of the rights and duties of the parties under this franchise agreement.

SECTION 49. Franchisee Promise to Not Interfere with Other City Agreements. Franchisee agrees to not interfere with other agreements between the City and other franchise operators. Specifically, if the City requires or negotiates to have another franchise operator that franchisee has contracted to use that franchise operator's poles bury their cables, franchisee will not interfere with the agreement and/or prevent the other franchise operator to bury their lines. In the event that the facilities of such other franchise operator are placed underground for any reason, then franchisee shall not try to prevent the other franchise operator from this action, and likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost. Certain of franchisee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures. Franchisee also agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Wherever other franchise operators have buried their wires, franchisee will do the same. This includes attachment to residents and office buildings.

SECTION 50. Take Effect. This ordinance is made under and in conformity with the laws of the State of Kansas and shall take effect and be in force after the expiration of 60 days from the date of final passage by the Governing Body and after publication in the official City newspaper for two consecutive weeks following final passage.

First Reading: 6/16/97 ; Second Reading: 7/7/97 ; Third Reading: 7/21/97

Passed by the Council the 20th day of October, 1997.

Approved by the Mayor the 20th day of October, 1997.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

R.S. Wetzler, City Attorney

LATHROP & GAGE L.C.
LAW OFFICES

JEROME D. RIFFEL
460-5712
EMAIL: JRIFFEL@LATHROPGAGE.COM

SUITE 2500
2345 GRAND BOULEVARD
KANSAS CITY, MISSOURI 64108-2684
816-292-2000, FAX 816-292-2001

RECEIVED
MAY 19 1998
CITY OF LEAWOOD

May 18, 1998

Martha Heizer, City Clerk
City of Leawood, Kansas
4800 Town Center Drive
Leawood, KS 66211

RE: Ordinance No. 1695 ("Franchise Agreement")
e.spireTM Communications, Inc. f/k/a American Communications Services, Inc.

Dear Ms. Heizer:

In accordance with the attached request of your counsel, dated April 14, 1998, please be advised that e.spireTM Communications, Inc. hereby confirms its acceptance of the terms of the Franchise Agreement.

If you should have any other questions or desire any other information, please advise.

Sincerely,

LATHROP & GAGE L.C.

By: Jerome D. Riffel
Jerome D. Riffel

JR:njw
cc: Stephen Horner, Esq.
D'Juan Hernandez, Esq.
Riley Murphy, Esq.
Mr. Steve Williams

CITY OF LEAWOOD, KANSAS

NOTICE OF HEARING

NOTICE OF HEARING ON PROPOSED TELECOMMUNICATIONS FRANCHISE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, AND AMERICAN COMMUNICATION SERVICES OF KANSAS CITY, INC.

Notice is hereby given that the Governing Body of the City of Leawood, Kansas, will meet on Monday, the 7th day of July, 1997, at seven-thirty (7:30) P.M., at the Leawood City Hall Council Chambers, 4800 Town Center Drive, for the purpose of holding a public hearing as provided by K.S.A. 12-2007 to consider the proposed franchise agreement regarding the installation of a telecommunications system network by American Communication Services of Kansas City, Inc.

Written or oral objections will be considered at the meeting. All persons desiring to be heard with reference to the proposed franchise agreement shall be heard at this hearing.

Martha Heizer

Martha Heizer, City Clerk
City of Leawood

00003418

Publication Fees: $9.09

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class). That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

NOTICE OF HEARING: AMERICAN COMMUNICATION SRV. OF KC, INC.--6/24/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

June 25, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

NOTICE OF HEARING

First published in The Legal Record, Tuesday, June 24, 1997.

CITY OF LEAWOOD, KANSAS

NOTICE OF HEARING

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Martha Heizer
Martha Heizer, City Clerk
City of Leawood

$9.09

ORD1695

Publication Fees: $549.52

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 2 consecutive week(s), as follows:

ORDINANCE NO. 1695--10/28/97, 11/4/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

November 5, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$549.52

ORDINANCE NO. 1695

First published in The Legal Record, Tuesday, October 28, 1997.

ORDINANCE NO. 1695

AN ORDINANCE GRANTING A FRANCHISE TO AMERICAN COMMUNICATION SERVICES OF KANSAS CITY, INC., ITS SUCCESSORS, TRANSFEREES, AND ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A TELEPHONE TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAWOOD, KANSAS, AND THE RIGHT TO USE AND OCCUPY THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES OF SAID CITY FOR SUCH PURPOSES.

WHEREAS, the City of Leawood, Kansas ("City"), a municipal corporation, duly organized and existing under the laws of the State of Kansas, has the right under statute to grant a franchise to construct, operate and maintain a telecommunications system in said City; and

WHEREAS, American Communication Services of Kansas City, Inc. ("ACSI"), desires to install a fiber optic telecommunication system for the purposes of providing local telephone services residents and businesses in the Greater Kansas City Metropolitan area; and

WHEREAS, in order to achieve the above said goal it is necessary for ACSI to place such fiber optic cables in the public right-of-way; and

WHEREAS, ACSI has applied to the City for a franchise in order to operate its system; and

WHEREAS, any such permission to use the public right-of-way requires a franchise to be granted by the City in accordance to K.S.A. 12-2001 et. al; and

WHEREAS, pursuant to K.S.A. 12-2007, the Governing Body of the City did order publication of a notice of a hearing to be held on July 7, 1997, to afford the public in the franchise area, as well as the public-at-large, an opportunity to comment on the proposed franchise agreement, a copy of which was on file in the office of the City Clerk; however, said hearing was continued by the Governing Body, and was held on October 20, 1997; and

WHEREAS, said notice of hearing was published on June 24, 1997 in the official City newspaper; and

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION 1. Grant. Franchisee is granted permission to erect, install, construct, repair, replace, and maintain franchise system, supporting structures, appurtenances, and other property in connection with the operation of the franchise in, on, over, under, upon, along and across the right-of-way as depicted in Exhibit A, and as approved in the future by the Public Works Department for the purposes of constructing, operating, and maintaining franchise properties for the origination, reception, transmission, amplification, and/or distribution of telecommunications and/or telecommunications services. Franchisee is responsible for any permits and permit fees required by the Public Works Department. This agreement shall also apply to any open video system. This agreement does not authorize the construction or operation of a cable system. Nothing in this agreement is intended to authorize the City to seek from or to require franchisee to obtain a franchise for an open video system. This agreement does not authorize franchisee to construct or operate an open video system without paying the fee on the 'gross revenues' (as defined in the context of an open video system) of the system operator for the provision of cable service in lieu of a franchise fee, pursuant to and in the manner described in 47 U.S.C. § 573(c)(2)(b) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573, nor does it limit in any way the City's authority or discretion with respect to open video systems.

SECTION 2. Use of Franchisee's Facilities by Other Provider. Franchisee shall not lease, license contract or otherwise allow the use of its facilities by any other provider of local services to the City ("third party") unless the third party has a franchise or license with the City, or franchisee has obtained the prior written consent of the City. The rights to use right-of-way granted hereunder to franchisee are for the exclusive benefit of franchisee only. Franchisee has no authority to allow a third party, including such franchisee's subsidiary or affiliate, to occupy or acquire rights to occupy the right-of-way under this franchise agreement. Franchisee shall inform the city administrator of any such agreements with third parties within thirty (30) days of signing the contract. In the event franchisee enters into such an agreement with a third party who does not have a franchise with the City, and franchisee has not notified the City, then franchisee shall be in default under Section 44 and 45 of this agreement. Nothing in this section shall prevent franchisee from providing telecommunications or telecommunications services to any third party, subsidiary or affiliate, including, for example, through interconnection or resale arrangements authorized by federal or state law, even though such telecommunications or telecommunications services are to be provided over such franchisee's facilities in the right-of-way within the City limits.

SECTION 3. Nonexclusive Clause. The privilege to construct, erect, operate and maintain franchisee's system and to use or to occupy the public right-of-way is nonexclusive. The City expressly reserves the right to grant other nonexclusive franchises to other persons. However, no such additional franchise shall in any way affect the rights or obligations of franchisee. The City may, in its sole discretion, limit the number of franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations such as: (1) the capacity of the public right-of-ways to accommodate multiple cables, conduits, and pipes; (2) the impact on the community of having multiple franchises; (3) the disadvantages that may result from franchise competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the right-of-way; (4) the financial capabilities of the applicant and its guaranteed commitment to make necessary investments to erect, maintain and operate the proposed system for the duration of the franchise term.

SECTION 4. Severability. If any section, provision, paragraph, sentence, clause or phrase of this franchise agreement is held to be invalid or unconstitutional for any reason, the language in question shall be considered to be a separate, distinct and independent part of this franchise agreement, and such holding shall not affect the validity and enforceability of any other language of this franchise agreement.

SECTION 5. Federal, State and City Jurisdiction. This franchise agreement shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this franchise agreement to the contrary, the construction, operation and maintenance of franchise system by franchisee or his agent shall be in accordance with all laws and regulations of the United States and the several states and any political subdivision thereof, or any administrative agency thereof, having jurisdiction over said franchise systems. In addition, franchisee shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. Franchisee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. Finally, franchisee's failure to comply with any law or regulation governing the operation of said franchise system may result in a forfeiture of the franchise in accordance with Sections 44 and 45 of this franchise agreement.

SECTION 6. Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond franchisee's or the City's control.

SECTION 7. Definitions. For the purpose of this franchise agreement, the following words and phrases and their derivations shall have the following meaning:

"Cable" -- shall include both the traditional coaxial cable used to transmit signals of high frequency, and fiber optic cable that consists of a bundle of thin insulated glass strands used to transmit data, voice, video and other communications, and any other assembly of materials so classified generically as cable.

"City" -- shall mean the City of Leawood, Kansas, a municipal corporation, or its successors, and shall include when appropriate to the use of the term in context, the territorial boundaries of the City as now constituted or as shall hereafter exist.

"Facilities" --shall mean franchisee's lines, conduits, wires, cables, pipes, poles, towers, vaults, appliances, and equipment, either under or above ground necessary for the franchise system operation.

"Franchise" -- shall mean the agreement between the City and franchisee, or the right of franchisee to operate telecommunications or telecommunications services within the City's right-of-way.

"Franchisee" -- shall mean American Communication Services of Kansas City, Inc., or its successors, transferees, or assigns.

"Franchise Fee" -- shall mean any tax, fee or other assessment of any kind imposed by the City on franchisee, subscriber, or both, solely because of their status as such. It shall not include: (1) any tax, fee, or assessment of general applicability including any which are imposed on franchisee; (2) requirements or charges incidental to the awarding or enforcing the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages, or (3) any other fee imposed by federal, state, or local law.

"Franchise ordinance" or "Franchise agreement" -- shall mean the ordinance passed to grant the telecommunications franchise to franchisee. The ordinance shall operate as an agreement or contract between the City and franchisee and shall be subject to the laws of the State of Kansas.

"Governing Body" -- shall mean the present legislative body of the City of Leawood, Kansas; or any successor to the legislative powers of the present Governing Body;

"Gross Annual Revenues" -- shall mean all revenues of franchisee derived, directly or indirectly, from franchisee's activities and operations, including from all activities and operations directly or indirectly attributable to the offering, rendering, selling, including the selling for resale, and/or delivering, transmitting, furnishing, supplying or providing telecommunications and/or telecommunications service, in the City limits throughout the term of the franchise unless specifically excluded herein. 'Gross annual revenue' is not to be reduced by any commissions or expenses. "Gross annual revenue' includes without limitation all revenues identified in the following Uniform System of Accounts ("USOA"), 47 C.F.R. Part 32, irrespective of how franchise keeps or is required to keep its books or accounts and irrespective of whether franchisee's revenue attributable to such accounts is regulated or unregulated:

USOA Accounts §32.5000 through §32.5069
USOA Accounts §32.5100 through §32.5169
USOA Accounts §32.5200 through §32.5270
USOA Accounts §32.5280

In addition and to the extent not included in the above USOA accounts, 'gross annual revenue' shall include: all cash, consideration, credit and property of any kind, late charges and forfeited discounts, installation and service charges; the amount of any franchise fee hereunder, irrespective of whether funds for payment of such fee are separately collected for payment of such fee; and otherwise any and all consideration derived directly or indirectly from telephone company's activities as aforesaid. Examples of 'gross annual revenue' include but are not limited to: recurring local exchange services, including recurring local basic exchange service (business and residential), irrespective of whether any such service is deemed essential, competitive, regulated or unregulated; TouchTone calling; Optional calling services; recurring local exchange service for semi-public and private pay telephone service; directory assistance; line status verification busy interrupt; operator service; customer local area signaling services, including but not limited to, automatic call back, automatic recall, calling number identification, selective call rejection, selective call acceptance, selective call forwarding, distinctive ringing and customer originated trace; ISDN (Integrated Services Digital Network) and all other derived channel services; enhanced services; long distance and toll message; private leased circuit or channel services; local exchange service(s) sold or otherwise provided for resale; long distance service(s) sold or otherwise provided for resale; commercial or private mobile radio services (fixed or mobile), including but not limited to cellular telephone services, mobile data transmission and personal communications services; and any and all nonrecurring charges. PROVIDED HOWEVER, 'gross annual revenue' shall not consist of: amounts included under USOA Accounts §32.5300 through §32.5302; intra-state and interstate access revenue subject to treatment under USOA Accounts §32.5080 through §32.5084; any assessment revenues for the Kansas universal service fund; any consideration under any reciprocal arrangement for interconnection to any other telephone company to which this ordinance applies, including for telephone company-to-company network customer intercommunication; any consideration for providing network elements to any other telephone company to which this ordinance applies. All revenue, unless specifically excluded, is 'gross annual revenue.'

"Normal Operating Conditions" -- shall mean those service conditions that are within the control of franchisee. Those conditions that are not within the control of franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and significant legislative or regulatory requirements. Those conditions which are ordinarily within the control of franchisee include, but are not limited to, special promotions, regular peak or seasonal demand periods, and maintenance or upgrade of the system.

"Open video system" -- shall mean a facility described in and subject to 47 U.S.C. § 573 and applicable regulations of the FCC.

"Person" -- shall mean any individual or association of individual, or any firm, partnership, corporation, limited liability company, trust or other business or government organizations.

"Public improvement" -- shall mean any existing or contemplated public facility, building or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and public projects.

"Public project" -- shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or public improvements, or any other purpose of public nature.

"Right-of-way" -- shall mean present and future streets, roadways, sidewalks, highways, alleys, public rights-of-ways, and public easements, including easements dedicated in plats and parks or recreational areas, of the City of Leawood.

"Street" -- shall mean any public street, roadway, highway, alley, or other public right-of-way now or hereafter subject to the jurisdiction and regulation of the City as provided by the laws of the State of Kansas and as subsequently amended thereof.

"System" -- shall mean equipment or facilities located within the City and designed and constructed for the purposes of conducting the franchise operations and providing service to subscribers.

"Subscriber" -- shall mean any person who receives services from franchisee services.

"Telecommunications" -- shall mean the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received, as meant by 47 U.S.C. §153(43), any successor statute of similar import and implementing regulations and interpretations of the FCC.

"Telecommunications service" -- shall mean the offering of telecommunications for a fee directly to the public, or to such classes or users as to be effectively available directly to the public, regardless of the facilities used, as meant by 47 U.S.C. §153(46), any successor statute of similar import and implementing regulations and interpretations of the FCC.

SECTION 8. Franchisee is Without Remedy Against the City. Franchisee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this franchise agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the franchise granted. Second, franchisee expressly acknowledges that it accepted the franchise granted in reliance upon its independent and personal investigation and understanding of the power and authority of the City to grant the franchise conferred upon franchisee. Third, franchisee acknowledges by its acceptance of the franchise that it has not been induced to enter into the franchise upon any understanding, or promise, whether given verbally or in writing by or on behalf of the City, or by any other person concerning any term or condition of this franchise not expressed in this franchise agreement. Finally, franchisee acknowledges by the acceptance of the franchise that it has carefully read the provisions, terms, and conditions of this franchise agreement and is willing to, and does accept, all of the risk attendant to the provisions, terms, and conditions.

CONTINUED ON PAGE 17

ISCELLANEOUS
MORTGAGES
LUDING SECOND & OTHER
BORDINATE MORTGAGES

ONTINUED FROM PRECEDING PAGE

Lenexa 66219, 10/7/97
N. & Judith A. Jackson to Mid America Srv. of KC, $110,100.00, n/a, 20 yr., 8 Twilight Ln.], Lenexa 66219, 10/8/
el B. & Cari C. Edwards to Capitol eral S&L , $90,400.00, n/a, 30 yr., 8 Bell Rd.], Lenexa 66219, 10/15/97
J. & Janet P. Titus to Capitol Federal , $13,300.00, n/a, term n/a, [8960 St.], Lenexa 66219, 10/17/97
culine Open End Line of Credit Mtg.]
a B. & Perry J. Warhurst III to America's olesale Lender, $330,000.00, n/a, 15 [9436 Vista Dr.], Lenexa 66220, 10/7
cey & Felipe E. Bustillo III to North rican Svgs. Bk., $50,000.00, n/a, 10 21046 W. 89th Terr.], Lenexa 66220, 5/97
J. & Debora L. Burgmeier to Dupaco munity Credit Union, $25,000.00, n/ 0 yr., [9003 Redbud Ln.], Lenexa 0-3412, 10/13/97
hkumar K. & Meena M. Patel to Valview State Bk., $164,000.00, n/a, 15 [9103 W. 145th St.], Overland Park 1, 10/14/97
J. & Ann S. Gaines to munityAmerica Credit Union, 000.00, n/a, 15 yr., [9207 W. 140th], Overland Park 66221, 10/15/97
der d/b/a Yellow Financial Credit n]
J. & Patricia A. Grogan to Bank of Valley, $30,000.00, n/a, 1 yr., [14712 Overland Park 66221, 10/7/97
. & Christine A. Giroux to Norwest Bk. rado, $29,000.00, n/a, term n/a, 4 Benson St.], Overland Park 66221, 97 [2nd Mtg.]
. & L. Michele Jones to Mid America Srv. of Overland Park, $177,400.00, 5 yr., [14723 Eby], Overland Park 3, 10/8/97
& Paula J. Lybarger to Valley View Bk., $163,000.00, n/a, 30 yr., [14300 y], Overland Park 66223, 10/15/97
& Maria Dicapo to 1st Mtg. Invesment, 500.00, n/a, 30 yr., [8512 W. 145th , Overland Park 66223, 10/6/97
. & Cheryl A. Jones to 1st Federal 154,000.00, n/a, 15 yr., [5808 W. St.], Overland Park 66223, 10/17/
ar Homes LC to Mercantile Bk., 472.00, n/a, term n/a, [8917 W. St.], Overland Park 66223, 10/10/
ariable Interest Rate/Const. Mtg.]
er K. & Prett Kamal Rana to 1st rm Mtg., $136,000.00, n/a, 30 yr., 7 Outlook], Overland Park 66223, 97
Communities, Inc. to Bannister Bk. t, $129,600.00, n/a, term n/a, [6623 5th Place], Overland Park 66223, 97 [Variable Interest Rate/Const.
Communities, Inc. to Bannister Bk. t, $129,600.00, n/a, term n/a, [6228 5th St.], Overland Park 66223, 10/
[Variable Interest Rate/Const. Mtg.]
& Rhonda D. McGuff to Valley State 129,300.00, n/a, 15 yr., [14014 nan], Overland Park 66223, 10/16/
& Mary E. Brown to 1st Western $123,750.00, n/a, 30 yr., [15611 , Overland Park 66223, 9/30/97
Communities, Inc. to Bannister Bk. t, $113,600.00, n/a, term n/a, [6627 5th Place], Overland Park 66223, 97 [Variable Interest Rate/Const.
R. & Rachel A. Collett to Bank of alley, $90,000.00, 6.875%, 30 yr., Woodson], Overland Park 66223, 7
W. Smoller, et al. to Mutual Mtg., 00.00, n/a, 10 yr., [13905 vard], Overland Park 66223, 10/23/
ubyor to McGuire Mtg., $50,000.00, yr., [15608 Barkley St.], Overland 6223, 10/11/97 [2nd Mtg.]
& Lorrie L. Sage to Mutual Mtg., 0.00, n/a, 10 yr., [5708 W. 147th Overland Park 66223, 10/17/97
& Elizabeth M. Kunkel to AmerUs 9,000.00, n/a, 10 yr., [6307 W. St.], Overland Park 66223, 10/3/97
& Karri A. Long to Nat'l Equity $26,000.00, n/a, 25 yr., [15104 St.], Overland Park 66223, 10/1/97
g.]
. & Sheila B. Albers to People's , $20,000.00, n/a, term n/a, [14026-

Terr.], Overland Park 66223, 10/8/97
Donald I. & Elizabeth V. Wallace to Capitol Federal S&L , $19,000.00, n/a, term n/a, [5912 Edgewater Dr.], Overland Park 66223, 10/16/97 [Execuline Open End Line of Credit Mtg.]
Jacob Cherian to Corporate America Family Credit Union, $10,000.00, n/a, 4 yr., [15316 Foster St.], Overland Park 66223, 10/13/97 [2nd Mtg.]
Tracy P. & Liane J. Pelletier to Capitol Federal S&L, $400,000.00, n/a, 16 yr., [3700 W. 153rd St.], Leawood 66224, 10/9/97
Lynn A. & Sally N. Goodman to Firstar Home Mtg., $270,000.00, 7.5%, 30 yr., [4648 W. 137th Terr.], Leawood 66224, 10/9/97
Madonna D. & Keith A. Thomas to Capitol Federal S&L, $168,750.00, n/a, 30 yr., [4012 W. 138th Terr.], Leawood 66224, 10/8/97
Rodney G. & Sherry L. Broadhurst to Mortage Co. At Highlands Ranch, $108,500.00, n/a, 10 yr., [15230 Granada Rd.], Leawood 66224, 10/9/97 [Lender d/b/a Blue Valley Mtg.]
Brian A. & Kimberly R. Koehler to Inter-State Federal S&L Assoc. of KC, $80,000.00, n/a, 30 yr., [14105 Windsor St.], Leawood 66224-9778, 10/16/97
Madonna D. & Keith A. Thomas to Capitol Federal S&L, $39,000.00, n/a, term n/a, [4012 W. 138th Terr.], Leawood 66224, 10/8/97 [Execuline Open End Line of Credit Mtg.]
Bruce R. & Joan R. Vance to Metcalf Bk., $30,000.00, n/a, term n/a, [15159 Sherwood], Leawood 66224, 10/10/97
Kevin M. & Roberta Sullivan to Standard Federal Bk., $112,000.00, n/a, 30 yr., [22604 W. 53rd Place], Shawnee 66226, 10/8/97
Phillip A. & Belinda D. Norman to Alliance Mtg. Co., $106,416.00, n/a, 30 yr., VA, [5685 Lewis Dr.], Shawnee 66226, 10/15/97
M. G. Crocker Homes, Inc. to Exchange Nat'l Bk., $98,000.00, n/a, term n/a, [24328 W. 57th St.], Shawnee 66226, 9/12/97 [Future Advance Clause]
Stan L. & Diane L. Huttie to Heartland Bk., $95,900.00, n/a, 1 yr., [5660 Lewis Dr.], Shawnee 66226-3613, 4/4/98
Jeffrey L. Beck to American Equity Mtg., $82,500.00, n/a, 15 yr., [6410 Round Tree St.], Shawnee 66226, 10/14/97
Jerry W. & Robin D. Parrish to American Federal Mtg., $35,000.00, 12.325%, 15 yr., [21712 W. 54th St.], Shawnee 66226, 10/2/97 [2nd Mtg.]
Paul W. & Kelly R. St. Clair to 1st Union Home Equity Bk., $25,200.00, n/a, 15 yr., [6320 Anderson St.], Shawnee 66226, 10/9/97
Blaise & Kelley R. Klenda to Premier Bk., $24,999.00, n/a, term n/a, [4818 Noreston St.], Shawnee 66226, 10/6/97
Craig S. & Teressa K. Greggory to Corporate America Family Credit Union, $12,436.28, n/a, term n/a, [4732 Roundtree Ct.], Shawnee 66226, 9/29/97 [2nd Mtg.]
Thomas A. & Katherine P. Garrison to McGuire Mtg., $15,000.00, n/a, 10 yr., [24507 W. 86th Terr.], Lenexa 66227, 10/7/97 [2nd Mtg.]

WYANDOTTE COUNTY
MISCELLANEOUS MORTGAGES
INCLUDING SECOND & OTHER SUBORDINATE MORTGAGES

The following entries are generally 2nd, 3rd or other subordinate mortgages. However, because of occasional ambiguity in the source data, some first mortgages may also appear.

Legend

Mortgagor to Mortgagee, Mortgage Amount, Interest Rate (if available), Mortgage Term, Legal Description [Address], City Zip, Transaction Date [Comments]

David S. & Cynthia L. Tavis to WMC Mortgage, $66,600.00, 10.99%, 30 yr., [124 N. Garfield], Bonner Springs 66012, 9/26/97
Johnna M. Salazar to Centex Home Equity, $47,600.00, n/a, 15 yr., [2607 Ann Ave.], Kansas City 66102, 10/1/97
Horace & Odessa Murphy to Commercial Credit Corporation, $39,862.90, n/a, 5 yr., [4419 Maggie Lane], Kansas City 66102, 10/1/97
Jesus M. & Gregoria Marcial to First Community Bank, $35,327.00, n/a, 30 yr., FHA, [2408 Minnesota], Kansas City 66102, 9/25/97
George W. & Joan Winger Buford to Pre-

County, $29,000.00, n/a, 20 yr., [327 N. 16th], Kansas City 66102, 10/3/97 [Revolving Credit Mortgage]
Gerald W. & Patricia J. McGuire to Preferred Credit , $28,000.00, n/a, 15 yr., [1906 North 40th Street], Kansas City 66102, 7/25/97 [Second Mortgage]
Allen L. Goyer to Texas Financial Corp, $24,500.00, 10.25%, 30 yr., [4518 Walker Ave.], Kansas City 66102, 9/29/97
Dillard P. Randolph to United Companies Lending Corp., $17,400.00, 9.75%, 15 yr., [632 Orient Dr.], Kansas City 66102, 9/26/97
Mark P. & Thalia M. Cherry to Douglass National Bank, $15,000.00, n/a, 1 yr., [1016 N. 24th St.], Kansas City 66102, 7/31/97
Donna L. Criss to Ameriquest Mortgage, $11,750.00, 13.0%, 15 yr., [1500 N. 22nd Street], Kansas City 66102, 9/25/97
Robert & Victoria A. Espino to Missouri Bank And Trust Company, $10,428.04, n/a, term n/a, [1311 N. 32nd St.], Kansas City 66102, 9/26/97
Steven P. & Mary E. Cooper to Rhino Builders, $8,230.00, n/a, 10 yr., [201 N. 25th St.], Kansas City 66102, 8/13/97
Cheron D. & Victor M. Herrera to Mercantile Bank, $6,630.90, n/a, 5 yr., [80 South 24th Street], Kansas City 66102, 9/30/97
Willie & Alyce F. McGough to United Standard Environmental, $4,680.00, n/a, 7 yr., [1840 Freeman Ave.], Kansas City 66102, 9/22/97
Carolyn K. & Jack L. Rutledge to Green Tree Financial, $58,350.00, n/a, 20 yr., [4416 Springfield], Kansas City 66103, 9/24/97
Joseph F. & Rosemary T. Tucker to Preferred Credit , $50,000.00, n/a, 15 yr., [3328 North 54th Street], Kansas City 66103, 6/6/97 [Second Mortgage]
Rene J. & Pamela R. John to AmerUs Bank, $42,300.00, n/a, 15 yr., [754 Shawnee Rd.], Kansas City 66103, 9/22/97
Patrick A. & Kris Stadler to Mercantile Bank, $21,650.00, 6.75%, 15 yr., [3165 West 45th Ave], Kansas City 66103, 9/26/97
Barbara K. Maxwell to Rhino Builders, $5,473.00, n/a, 10 yr., [4445 Adams St.], Kansas City 66103, 8/15/97
Glen Edward Hugbee to Preferred Credit , $52,000.00, n/a, 15 yr., [3334 N. 53rd Terr], Kansas City 66104, 7/2/97 [Second Mortgage]
Robert L. & Diane M. Andrews to Freedom Mortgage, $50,248.00, n/a, 30 yr., [4722-24-26 Kimball Ave], Kansas City 66104, 9/5/97
Robert L. Miller, Jr. to Preferred Credit , $42,300.00, n/a, 15 yr., [3200 North 51st Street], Kansas City 66104, 5/23/97 [Second Mortgage]
Sheverla A. & Gregory T. Smith to The Money Store, $28,900.00, n/a, 20 yr., [1510 Georgia Ave], Kansas City 66104, 9/25/97
Ada Edwards to Aames Capital Corporation, $27,300.00, n/a, 15 yr., [3622 Farrow Ave.], Kansas City 66104, 10/1/97
Evelyn L. Mays to Aames Capital Corporation, $27,000.00, n/a, 10 yr., [1338 Quindaro Blvd.], Kansas City 66104, 9/29/97
Nancy C & James E. Carr to Centex Home Equity, $26,550.00, n/a, 15 yr., [2820 North 26th Street], Kansas City 66104, 9/25/97
Edgar C. & Avis M. Moore to The Money Store, $22,400.00, 11.75%, 30 yr., [2836 North Bethany Street], Kansas City 66104, 9/25/97
Edwinna I. & Donald H. Garrett, Jr. to Midwest Regional Credit Union, $16,000.00, n/a, 7 yr., [6417 Spring], Kansas City 66104, 9/26/97
Cenetha Ann Roe to Rolox of KC, $10,661.00, n/a, term n/a, [5700 Lathrop Ave], Kansas City 66104, 7/28/97
Rick Stanley to Bank Midwest, $10,364.58, n/a, term n/a, [3122 Greeley], Kansas City 66104, 10/1/97
Kanzetta Ellis to Commercial Credit Corporation, $9,214.11, n/a, 7 yr., [2715 Rowland], Kansas City 66104, 9/30/97
Nina M. & Charles E. Johnson to Douglass National Bank, $8,617.00, n/a, 3 yr., [2300 North 9th Street], Kansas City 66104, 9/30/97
Brian N. & Giselle A. Young to Regional Investment, $64,880.00, n/a, 30 yr., VA, [1734 S. 22nd Street], Kansas City 66106, 10/2/97
Scott E. & Lisa M. White to Commercial Credit Corporation, $63,669.30, n/a, 25 yr., [3111 S. 46th Terr], Kansas City 66106, 9/29/97
Eloise Collier to United Companies Lending Corp., $54,200.00, 10.5%, 30 yr., [1839 Woodlands], Kansas City 66106, 9/26/97
Milton & Lula M. Henry to Preferred Credit , $45,000.00, n/a, 15 yr., [1701 S. 37th St], Kansas City 66106, 4/12/97 [Second Mortgage]
Jesse Rocha to Preferred Credit , $45,000.00, n/a, 15 yr., [2510 Woodend Ave.], Kansas City 66106, 4/16/97 [Second Mortgage]
Martin Rogers to United C...

Credit , $40,000.00, n/a, 15 yr., [1437 South 31st Street], Kansas City 66106, 4/30/97 [Second Mortgage]
Larry Eugene Buford to Preferred Credit , $39,300.00, n/a, 15 yr., [4747 Douglas], Kansas City 66106, 9/9/97 [Second Mortgage]
James & Roberta M. Anderson to EquiVantage Inc., $29,000.00, n/a, 20 yr., [2106 North 18th Street], Kansas City 66106, 10/2/97
Tony & Brenda K. Denoon to Preferred Credit , $23,500.00, n/a, 15 yr., [1921 S. 32nd St.], Kansas City 66106, 3/28/97 [Second Mortgage]
James L. & Karen S. Luther to American Federal Mortgage, $17,000.00, 13.85%, 15 yr., [5512 Sutton], Kansas City 66106, 9/3/97
Jacquelyn L. & Phillip H. Richardson, Jr. to Mid-Continent Investments of Kansas, $15,910.00, n/a, 10 yr., [1741 S. 37th Street], Kansas City 66106, 9/30/97
Judity A. Gwinn to Commercial Credit Corporation, $13,807.32, n/a, 7 yr., [2218 Woodend Ave.], Kansas City 66106, 10/2/97
Danielle A. Wesley to KUMC Creditunion, $11,020.00, n/a, 15 yr., [5018 Powell Ave.], Kansas City 66106, 9/30/97 [Revolving Credit Mortgage]
John C. & Beverly L. Geary to The CIT Group, $10,895.66, n/a, 10 yr., [2114 Steele Rd], Kansas City 66106, 10/2/97
Michael L. & Lorna J. Jefferson to Resource Bancshares Mortgage Group, $93,800.00, 6.875%, 30 yr., [12456 Augusta], Kansas City 66109, 10/1/97
Catherine Spangler-Perry, et al. to Sycamore Mortgage & Investment , $84,600.00, n/a, 10 yr., [2827 N. 102nd Street], Kansas City 66109, 9/26/97 [Kirk A. Perry Also Listed On Mtg.]
Paul Engetschwiler to American Equity Mortgage, $73,800.00, n/a, 30 yr., [2906 North 74th Street], Kansas City 66109, 9/30/97
Stephen P. & Linda D. Manard to First Deposit National Bank, $73,600.00, n/a, 15 yr., [3206 North 99th Street], Kansas City 66109, 9/29/97
Dennis J. & Dona L. O'Neal to The Mortgage Banc, $73,600.00, n/a, 15 yr., [2225 North 74th Street], Kansas City 66109, 9/30/97
John Douglas & Susan K. Shriver to AC Mortgage Company, $72,750.00, n/a, 30 yr., [9829 McGurk], Kansas City 66109, 9/24/97
Sheldon L. & Relinda K. Green to First Union Mortgage , $65,500.00, n/a, 15 yr., [2703 N. 101 Terr], Kansas City 66109, 5/23/97
Shelly R. & Dennis W. Knox to Preferred Credit , $60,000.00, n/a, 15 yr., [3349 N. 70th St.], Kansas City 66109, 7/8/97 [Second Mortgage]
Deborah L. Berve to Inter-State Federal Savings And Loan Assoc., $48,000.00, n/a, 20 yr., [2927 North 89th Street], Kansas City 66109, 9/26/97
Howard W. & Juanita A. Rollins to The Mortgage Banc, $37,500.00, n/a, 15 yr., [3100 North 89th Ter], Kansas City 66109, 9/27/97
Melvin E. Lamb Jr. to Bank Midwest, $36,500.00, n/a, 15 yr., [2935 N. 69th Street], Kansas City 66109, 10/1/97
Brent L. & Debbie S. Duesler to McGuire Mortgage Company, $36,295.00, n/a, 15 yr., [10306 Webster Ave.], Kansas City 66109, 9/28/97
Patricia S. Domnanish to Norwest Bank Colorado, $34,000.00, n/a, 10 yr., [3021 North 84th Terr], Kansas City 66109, 9/5/97
Debra D. & George Edward Sydnor, Jr. to Preferred Credit , $31,600.00, n/a, 15 yr., [2515 N. 91st Street], Kansas City 66109, 4/18/97 [Second Mortgage]
Norris G. & Patricia A. Dennison to Preferred Credit , $26,000.00, n/a, 15 yr., [2405 N. 85th St.], Kansas City 66109, 4/19/97 [Second Mortgage]
Roxanne Lynn & Richard D. Shipley to National Equity Corp, $20,000.00, n/a, 25 yr., [7841 Lathrop Court], Kansas City 66109, 9/16/97 [Second Mortgage]
Donald W. & Kathryn D. White to Preferred Credit , $18,500.00, n/a, 15 yr., [2738 North 110th Terr], Kansas City 66109, 4/24/97 [Second Mortgage]
Daisy V. Creten to Inter-State Federal Savings And Loan Assoc., $18,000.00, n/a, 15 yr., [8605 Lafayette Ave], Kansas City 66109, 9/29/97
Danny Joe & Karen L. Keath to Citizens Thrift And Loan Assoc., $17,500.00, n/a, 20 yr., [9804 McGurk Road], Kansas City 66109, 9/29/97 [Second Mortgage]
Brett M. & Debra K. Rymer to Alenco Inc., $11,251.00, n/a, term n/a, [7056 Parkview], Kansas City 66109, 8/19/97 [Home Improvement Mortgage]
James L. Shafer to Brotherhood Bank, $10,272.00, n/a, term n/a, [7910 Cleveland], Kansas City 66109, 10/1/97
Scherer Construction to Citizens Savings And Loan Assoc., $86,400.00, n/a, term n/

[Second Mortgage]
Carol L. Hamman, et al. to Re ment, $40,200.00, n/a, 15 yr., Kansas City 66111, 9/30/97
Thomas R. & Glenda G. Burdol Bank Colorado, $10,000.0 [718 S. 9th Street], Edwards 12/97
Chris H. & Jean M. Crawford t Store, $9,000.00, 11.5%, 30 104th Street], Edwardsville 97
Richard L. & Penny L. Sherri Mortgage Company, $64,00 yr., [418 N. 80th Terr], Kansa 9/29/97
Rena Dunn Sechler to Prefe $50,000.00, n/a, 15 yr., [12 St.], Kansas City 66112, 5/6 Mortgage]
Robert & Linda J. Cain to Ca Savings And Loan Assoc., $ a, 30 yr., [8421 New Jersey City 66112, 9/26/97
Leola L. Mebane-Collier, et al. t Store, $40,800.00, 10.25%, Hunter Dr.], Kansas City 66
Rosalind D. Woody to Prefe $34,500.00, n/a, 15 yr., [85 Ave], Kansas City 66112, 5/ ond Mortgage]
Melissa A. & Michael G. Wigle Bank Midwest, $2,232.29, [842 N. 80th Terr], Kansas Ci 3/97
Jaime A. & Martha Cazares to sas City, Kansas Division of Community Development, $1 a, term n/a, [2024 Sandus City., 10/3/97 [Second Mort
Ralph J. & Iva B. Schlatter National Bank of Olathe, $4, term n/a, [5420 State Ave], 9/8/97
Robert D. & Mary Y. Roddy Family Financial Services, $1 a, 4 yr., Lot 47, Woodland H City, Wyandotte County, Ka 97
Phoua Yang to Federal Home Topeka, $747.00, n/a, term Block 15, Grace Hill, A Su Kansas City, Wyandotte Cou ., 9/26/97 [Third Mortgage]

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SECTION 9. Duty to Indemnify the City. Franchisee shall fully indemnify, release, defend and hold harmless the City, the members of the Governing Body, the mayor, and all other officials, employees and agents of the City when acting in their capacity as municipal officials, employees and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees or otherwise. Nothing herein shall be deemed to prevent the City, the members of the Governing Body, the mayor, and all other officials, employees and agents when acting in their capacity as municipal officials, employees and agents from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve franchisee from its duty to defend against liability or its duty to pay any judgment entered against the City, the members of the Governing Body, the mayor, and all other officials, employees and agents.

SECTION 10. Liability Insurance Requirement. Franchisee shall file with the City Clerk evidence that franchisee has liability insurance with a company licensed to do business in the state with a rating by Best of not less than "A," in an amount not less than the minimums as set by the City, to protect the City, the members of the Governing Body, the mayor, and all other officers, boards, commissions, agents, and employees from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by the operation of franchisee's system, or alleged to so have been caused or occurred, for an amount not less than the minimums as carried by the City. As of April 1, 1997, the amount of insurance shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate. The City reserves the right to adjust the coverage limit requirements no more than every five (5) years.

SECTION 11. Performance Bond Requirement. Franchisee shall at all times during the term of the franchise maintain in full force and effect a corporate surety bond in a form approved by the City Attorney, in an amount of $50,000, for a term consistent with the term of this franchise agreement plus one additional year, conditioned upon franchisee's faithful performance of the provisions, terms and conditions of the franchise granted and conferred by ordinance. An annual bond automatically renewed yearly during this period shall satisfy this requirement. In the event the City shall exercise its right to revoke the franchise as granted herein, then the City shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

SECTION 12. City's Right to Audit and Access to Records. Upon operation of services within the City, franchisee shall file in the office of the City Clerk a financial statement prepared by a certified public accountant or person otherwise satisfactory to the City, showing gross revenues of franchisee, and said receipts. The City may arrange for and conduct audits of the necessary financial records of franchisee upon proper notice. Any discrepancy between a said audit and any reports filed by franchisee which results in the City's receiving a lesser sum than that which is due and owing from franchisee will be determined and paid forthwith to the City, including interest on said amount at the statutory rate. Further, the City's acceptance of any payment determined as hereinbefore provided to be deficient shall not be construed as a release of liability from the City or an accord or satisfaction of any claim that the City may have for additional sums owed by franchisee as provided for in this franchise agreement. In addition to access to the records of franchisee for audits, franchisee shall provide reasonable access to records necessary to verify compliance with the terms of this franchise agreement, including any copies of petitions, applications and communications submitted or filed by franchisee with the Federal Communications Commission, the Kansas Communications Commission, the Kansas Corporations Commission, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of franchisee's system so far as the same effects or will affect franchisee's service or operation within the City. Failure to provide access to the records of franchisee shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise granted under this franchise agreement should such a violation occur.

SECTION 13. System Mapping Requirement. Within sixty (60) days of completion of initial or any additional construction, franchisee shall provide the City Clerk a complete set of plans with accurate and complete information in an AutoCAD format compatible with the City's Geographic Information System (GIS) showing and describing the exact locations, both horizontal and vertical, of all facilities constructed and existing within the public right-of-way and private easements. Such mapping and identification shall be at the sole expense of franchisee.

SECTION 14. Description of Use Requirement. Franchisee shall be required to provide the City with a current description of the use and services using property within the City right-of-way. To satisfy this requirement, franchisee may provide the City with a copy of its certificate from the Kansas State Corporation Commission describing the nature of franchisee's service as a Competitive Local Exchange Carrier ("CLEC"). In the event franchisee changes or adds to these services, franchisee is required to notify the City.

SECTION 15. Exclusive Benefit of Franchise Right by Franchisee. The rights granted to franchisee by this franchise agreement to use the public right-of-way shall be for the sole use of franchisee. Franchise use is limited to the use that franchisee has filed with the City in accordance with Section 14 of this agreement. These rights are for the exclusive benefit of franchisee, except where use by the City is allowed under the terms of this agreement. No other party may use franchisee's right, unless otherwise authorized by the City.

SECTION 16. Transferability of Franchise. Franchisee shall not sell, transfer, lease, assign, sublet or dispose of its system, system capacity, or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, without prior approval of the Governing Body provided that such approval shall not be unreasonably withheld and may be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under this franchise agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose the franchise or its system not conforming with the requirements of this section shall be null and void. This provision shall not apply to sale of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the franchise. Any violation of this section shall enable the City to revoke or modify this franchise agreement. The following events shall be deemed to be a sale, assignment or other transfer of the franchise and/or system requiring compliance with this section:

(a) the sale, assignment or other transfer of all or a majority of franchisee's assets;

(b) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in franchisee;

(c) the issuance of additional capital stock or partnership, membership or other equity interests by franchisee so as to create a new controlling interest in franchisee; and

(d) the entry by franchisee into an agreement with respect to the management or operation of franchisee and/or system.

For the purpose of determining whether it shall consent to such change, transfer, or acquisition or control, the City may inquire into the qualifications of the prospective transferee or controlling party, and franchisee shall assist the City in any such inquiry. In seeking the City's consent to any change of ownership or control, franchisee shall have the responsibility of insuring that the transferee completes an application for a franchise agreement in form and substance reasonably satisfactory to the City to be submitted not less than ninety (90) days prior to the date of transfer. If, after considering the legal, financial, character and technical qualities of the applicant and determining that they are satisfactory, the City shall find that such transfer is acceptable and assign the rights and obligations of such franchise to the transferee or controlling party. The consent of the City to such transfer shall not be unreasonably denied.

SECTION 17. Notice of Filings with Regulatory Agencies. Franchisee is hereby required to file in the office of the City Clerk copies of any and all petitions, applications, and communications submitted or filed by franchisee with the Federal Communications Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of a franchise system within the City.

SECTION 18. Renegotiation During Term of Franchise. The City or the franchisee may renegotiate the franchise during the term of the franchise for any reason set forth herein:

(a) New Developments. It shall be the policy of the City to amend reasonably or renegotiate this franchise agreement upon the application of new technologies when necessary, to enable franchisee to take advantage of new developments, services or material improvements to existing technology and services during the term of the franchise.

(b) Sale or Transfer. The sale or transfer of franchisee's system or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person may be grounds for renegotiation of the franchise during the term of the franchise. Transfer includes the leasing of excess system capacity when such capacity is leased to a person who has not obtained a franchise agreement with the City.

(c) Expansion of Service. In the event franchisee desires to expand the services of its system beyond the plans agreed upon, such expansion shall not commence without notification and/or renegotiation of this franchise agreement. The City shall exclusively decide if renegotiation is necessary.

(d) Local Equity. In the event franchisee is granted a system franchise in any other political subdivision within Johnson County, Kansas, and the provisions of such franchise are more favorable to such political subdivision than the provisions of this franchise agreement, then the City shall have the right to request franchisee to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions contained in the franchise of the other political subdivision. Likewise, if the City grants a franchise to a similar type of franchise operator, and the provisions of such franchise are more favorable to that franchise operator, then franchisee shall have the right to request the City to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions. The parties may offer evidence and statements distinguishing any such other franchise from the franchise granted under this franchise agreement, or evidence of the existence of state or federal laws or rules preventing either party from making the change requested. In the event the City or franchisee shall request to amend and modify the franchise in the manner hereinabove provided, and the requesting party determines that the other party has not offered sufficient evidence and statements to justify its not conforming to the request, then, either party may refer the request for arbitration as provided for in the laws of the State of Kansas then existing and the decision of the arbitrator shall be binding and conclusory upon said parties (except that the arbitrator may not compel either party to be in noncompliance with any state or federal law or rules which take precedence over this franchise agreement). Finally, in the event a request is submitted for arbitration, the arbitrator may not consider, nor shall the arbitrator effect, the then existing provisions of the franchise except as herein provided.

(e) New Unified Telecommunications Franchise Policy. Both parties are aware that the City is currently drafting a new uniform telecommunications franchise ordinance to apply to all telecommunications providers within the City. In the event the City is ready to uniformly apply such a franchise ordinance to all telecommunications providers, including Southwestern Bell, then either party may terminate this agreement.

SECTION 19. Subscriber Rates. Franchisee charges to subscribers will comply with all applicable federal and state regulations. Franchisee shall file with the City Clerk a schedule of current rates in effect. When provided so by state or federal law, the Governing Body may at any time during the existence of this franchise agreement fix a reasonable schedule of maximum rates to be charged to the City and its residents.

SECTION 20. Franchisee's Operating Regulations. Franchisee shall have the authority to promulgate such rules, regulations and conditions governing the conduct of its business as shall be reasonably necessary to enable franchisee to exercise its rights and to perform its obligations under its franchise or City policy, and to assure an uninterrupted service to its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this franchise agreement. Franchisee shall file with the city clerk a statement of services offered, rules, regulations, terms and conditions, and any changes in such services, rules, regulations, terms and conditions.

SECTION 21. Franchisee Information. Franchisee shall designate a person familiar with the system, who is responsible for timely satisfying the information needs of the City and other users of the right-of-way.

SECTION 22. Rights Reserved to the City. In addition to any rights specifically reserved to the City by this franchise agreement, the City reserves to itself every right and power available to it under the constitutions of the United States and the State of Kansas, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety, welfare, and morals. Nothing in this franchise shall limit or govern the right of the City to exercise its municipal authority to the fullest extent allowed by law. Franchisee further agrees to conduct its activities in accordance with all municipal ordinances, as amended from time to time. The City shall have the right to waive any provision of the franchise, except those required by federal or state regulation, if the City determines: (1) that it is in the public interest to do so, and (2) that the enforcement of such provisions will impose an undue hardship on franchisee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. The waiver of any provision in any one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.

SECTION 23. Use of Public Right of Way. In the use of right-of-way under this franchise agreement, franchisee shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules and regulations adopted by governmental bodies now or hereafter having jurisdiction. In addition, franchisee shall be subject to all technical specifications, design criteria, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalks, and pavement cuts, utility location, construction coordination, surface restoration, and other requirements on the use of the right-of-way.

SECTION 24. Preference of Franchise System Placement.

(a) Preferred Placement. All system facilities along abutting or adjacent to the public right-of-way installed in the City of Leawood shall use and occupy the public right-of-way if at all possible. The City discourages the use of private easements for the placement of system facilities. If private easements are necessitated, franchisee shall cooperate with the City by informing City staff of the location of any and all private easements expected to be negotiated. The City does hereby expressly reserve the right to make certain requests

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on the placement of utilities in private easements in order to limit or eliminate future street improvement relocation expenses. In the event of expansion of the right-of-way by the City, franchisee shall be responsible for any relocation expenses in the event it is necessary to relocate franchisee's system.

(b) Placement Standards. All facilities constructed or relocated within the right-of-way shall be placed underground unless otherwise agreed to by the City through the Public Works Department or by this agreement. Franchisee agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Underground placement of facilities shall comply with all existing City standards as well as the following standards:

(1) Cables shall be buried a minimum of 24 inches below finished grade along improved streets, or 24 inches below proposed finished grade adjacent to unimproved streets.

(2) Cables shall be buried no closer than 3 feet from the existing back of the curb and gutter preferably as far from the curb and gutter as possible.

(3) Facilities shall be placed in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's technical specifications and design criteria.

(4) Franchisee shall not erect any poles within the City unless approval is obtained in advance from the City. Above ground placement of facilities shall comply with the standards provided by the City.

(c) Above Ground Placement on Another Franchisee's Distribution Facilities. In those areas of the City where franchisee's cables are located or to be located on the above-ground transmission or distribution facilities of another franchise operator (for example telephone poles), in the event that the facilities of such other franchise operator are placed underground, then franchisee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost.

SECTION 25. System Construction Standards. The construction, reconstruction, installation, operation, testing, use, dismantling and maintenance of the properties and facilities of franchisee's system shall be in accordance with good engineering practices and shall be in compliance with present and future laws, ordinances and regulation, including the National Electric Code, the National Electrical Safety Code, the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated by federal, state, City and any other political subdivisions thereof or an administrative agency with jurisdiction. All transmission and distribution structures, lines and equipment erected by franchisee within the City shall be so located as to cause minimum interference with the proper use of streets, easements and swales, sidewalks, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, easements and swales, sidewalks, alleys or other public ways and places. Franchisee shall not construct or reconstruct any of its franchise system located upon, over, under or within the public streets or public ways of the City without first having submitted in writing a description of its planned improvement to the Director of Public Works of the City and having received a permit for such improvement from said Director. All poles and above ground facilities need to be in compliance with current City standards.

SECTION 26. Franchise System Construction / Repair / Maintenance.

(a) Permits Requirement. Prior to any work being done within existing public right-of-way, franchisee or its agent shall first obtain approval and any necessary permits from the City's Public Works Department.

(b) Notice of Work. Franchisee shall notify the City not less than five (5) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency as reasonably determined by franchisee, no such closure shall take place without notice and prior authorization from the City. The City shall follow its policies in the granting or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

(c) Safety. Franchisee shall at all times employ a standard of care attendant to the risks involved and shall construct, operate and maintain commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury and nuisance to the public. Additionally, all facilities shall be kept in a suitable condition and in good order and repair so as not to endanger or interfere with pedestrian or vehicular traffic on City streets.

(d) Disturbances and Damages. Any disturbance or damage to a street or public property caused by franchisee during the course of constructing, operating or maintaining its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage in accord with the City's established public works standards at the sole expense of franchisee. Franchisee shall promptly, but not more than thirty (30) days, repair and replace all materials, sidewalks, pavings, utilities, or other improvements of any kind injured or removed by franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense.

(e) City Inspection of Activities and System. At the completion of any work done within the existing public right-of-way, franchisee must notify the City's Public Works Department. Inspections of completed work may be performed and franchisee shall be responsible for the costs to perform such inspection. Failure to notify the City of the completion of work or failure to comply with the inspection process shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise should such a violation occur. Upon forty-eight (48) hours written notice, and during normal business hours, franchisee shall permit examination by any duly authorized representative of the City of all franchise property and facilities situated within the City, and all records relating to the franchise, provided they are necessary to enable the City to carry out its regulatory responsibilities under local, state and federal law, and this franchise agreement. Such records include, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records or request for service, and other like materials of franchisee. Franchisee shall have the right to be present for any such examination. If any such records are proprietary or must be kept confidential by state, federal or local law, upon proper request by franchisee, such information obtained during such inspection shall be treated as confidential, making it available only to those persons, w must have access to perform their duties on behalf of the City, including but not limi to the Division of Finance, the Law Department and Council Members. To the ext any federal requirement for privacy applies to the information to be submitted, said shall control.

(f) Vegetation. Franchisee shall have authority to trim trees and shrubbery upon and overhang streets, alleys, sidewalks, and other public places of the City so as to prevent such tre roots and shrubbery from coming in contact and interfering with the facilities franchisee. All trimming shall be at the sole expense of franchisee. Franchisee sh have sole liability for any damages caused by the trimming of any roots.

(g) Office Buildings and Residences. In the event franchisee decides to offer services businesses or residents in the City, franchisee shall bury their cables and wires wh other franchise operators have buried their cables and wires between the pole and building or residence, and that franchisee will not place the wire over the parking lot yard.

SECTION 27. Requirement to Coordinate Construction / Repair / Maintenance Activities. Prior the end of each calendar year, the City will provide franchisee with a copy of the City's annual cap improvements program. At the same time, franchisee shall provide the City with similar informati including advance notice of all known new construction and all relocation of facilities located in the C public right-of-way or in private easement within the City proposed for the following year. Constructi shall be coordinated and scheduled to minimize public inconvenience, disruption and damage to the pub right-of-way.

SECTION 28. Requirement to Temporarily Move Wires. On the request of any applicant hav satisfied city procedure and ordinances, franchisee shall remove or raise or lower its wires temporarily permit the moving of houses or other structures. The expense of such temporary removal, raising lowering of wires shall be paid by the party or parties requesting the same, and franchisee may require su payment in advance. Franchisee shall be given not less than fifteen (15) days written notice from applicant detailing the time and location of the moving operations, and not less than 24-hours advar notice from the applicant advising of the actual operation.

SECTION 29. Use of Facilities by Other Parties. In the event franchisee places part of its syst underground, franchisee shall allow other franchise operators access to franchisee's conduits, ducts a pipes for the cables and wires of the other franchise operators. Franchisee may charge a reasonable fee such access, which fee will be part of the gross revenues of the franchise. The City shall have the right install and maintain, free of charge, upon the poles and within the underground pipes and conduits franchisee, any wires and fixtures desired by the City to the extent that such installation and maintenanc does not interfere with existing operations of franchisee.

SECTION 30. Removal of Franchise System. Franchisee shall promptly remove from the puh streets and other public ways where its properties are located, all or any part of its facilities or properties located when franchisee ceases to use any part, or all of its franchise system for a continuous period twelve months, or when the franchise is terminated, forfeited, revoked or declared void pursuant to not as provided elsewhere in this franchise agreement, unless otherwise authorized and permitted by the Ci Franchisee shall be entitled to receive notice in writing from the City setting forth one or more of violations provided in this franchise agreement. Franchisee shall have one hundred eighty (180) days fr the date upon which said notice is received to remove said properties as required. Such removal shall performed by franchisee at the sole expense of franchisee. Any disturbance or damage to a street or pub property caused by franchisee during the course of removal of its system facilities shall be replaced restored to as good or better condition as before the disturbance or damage at the sole expense franchisee. The City Public Works Director or his agent shall have the full and exclusive authority, determine if the quality of such replacement or restoration is adequate and satisfactory. In the event su street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or agent shall have the authority to require franchisee to do any necessary work to place the street or prope in such condition, or the City can do or contract for such work to be done at franchisee's sole expense. insurance, indemnity and bond provisions of this franchise agreement shall remain in full force and eff during the entire term of removal.

(a) Failure to Remove System. If franchisee fails to commence removal of its system within o hundred eighty (180) days subsequent to receipt of notice to remove the system or removal is not completed within one (1) year subsequent to receipt of notice to remo the system, the City shall have the right to:

(1) Claim Ownership. The City may declare the system abandoned and all right, title a interest to the system to be in the City with all rights of ownership including, but n limited to, the right to operate the system or transfer the system to another for operatio Franchisee shall receive no compensation; or

(2) Remove at Franchisee's Expense. The City may declare the system abandoned a cause the system to be removed at no cost to the City. The cost of the removal shall recoverable pursuant to the insurance, indemnity and bond provisions of this franchi agreement or from franchisee directly.

(b) Abandoned Property. Any property abandoned by franchisee that the City claims hereinabove allowed shall become the property of the City and franchisee agrees execute and deliver an instrument in writing, transferring its ownership interest in a such property to the City. Additionally, any notice given by the City as provid hereinabove, shall be deemed notice to any other persons claiming interest in sa property of franchisee, and said persons shall be subject to all the provisions hereinbefo provided.

SECTION 31. No Liability for City Damage to Franchise System. It shall be the sole responsibility the franchisee to take adequate measures to protect and defend its facilities in the right-of-way from har or damage. The City shall not be liable for any damage to or loss of any of franchisee's facilities within t public right-of-way or private easement as a result of or in connection with any construction, excavatio grading, filling or work of any kind, including any public works or public improvement work by or behalf of the City, unless such damage or loss is directly and proximately caused by willful, intentional malicious acts of the City. Franchisee shall be responsible to the City and its agents, representatives, a authorized contractors for all damages including, but not limited to, delay damages, repair costs, dow time, construction delays, penalties or other expenses of any kind arising out of the failure of the franchis to perform any of its obligations under this ordinance unless the damaged party is solely responsible for t harm or damage by its negligence or intentionally caused harm.

SECTION 32. City's Right Preeminent. The privilege to use or occupy the public right-of-w granted to franchisee under this franchise agreement shall in all matters be subordinate to the City's right use or occupy the public right-of-way. Without limitation upon the rights which the City might otherw have, the City does hereby expressly reserve the right to exercise its governmental powers, now hereafter vested in or granted to the City.

(a) Relocation for Public Improvements. Within ninety (90) days of written request from t City, franchisee shall forthwith remove, relocate, reinstall or adjust its facilities or a such property within the public right-of-way or private easements when remov relocation reinstallation or adjustment is necessary for any public improvement or pub project. Such removal, relocation reinstallation or adjustment shall be performed franchisee at the sole expense of franchisee.

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on the placement of utilities in private easements in order to limit or eliminate future street improvement relocation expenses. In the event of expansion of the right-of-way by the City, franchisee shall be responsible for any relocation expenses in the event it is necessary to relocate franchisee's system.

(b) Placement Standards. All facilities constructed or relocated within the right-of-way shall be placed underground unless otherwise agreed to by the City through the Public Works Department or by this agreement. Franchisee agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Underground placement of facilities shall comply with all existing City standards as well as the following standards:

(1) Cables shall be buried a minimum of 24 inches below finished grade along improved streets, or 24 inches below proposed finished grade adjacent to unimproved streets.

(2) Cables shall be buried no closer than 3 feet from the existing back of the curb and gutter preferably as far from the curb and gutter as possible.

(3) Facilities shall be placed in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's technical specifications and design criteria.

(4) Franchisee shall not erect any poles within the City unless approval is obtained in advance from the City. Above ground placement of facilities shall comply with the standards provided by the City.

(c) Above Ground Placement on Another Franchisee's Distribution Facilities. In those areas of the City where franchisee's cables are located or to be located on the above-ground transmission or distribution facilities of another franchise operator (for example telephone poles), in the event that the facilities of such other franchise operator are placed underground, then franchisee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost.

SECTION 25. System Construction Standards. The construction, reconstruction, installation, operation, testing, use, dismantling and maintenance of the properties and facilities of franchisee's system shall be in accordance with good engineering practices and shall be in compliance with present and future laws, ordinances and regulation, including the National Electric Code, the National Electrical Safety Code, the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated by federal, state, City and any other political subdivisions thereof or an administrative agency with jurisdiction. All transmission and distribution structures, lines and equipment erected by franchisee within the City shall be so located as to cause minimum interference with the proper use of streets, easements and swales, sidewalks, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, easements and swales, sidewalks, alleys or other public ways and places. Franchisee shall not construct or reconstruct any of its franchise system located upon, over, under or within the public streets or public ways of the City without first having submitted in writing a description of its planned improvement to the Director of Public Works of the City and having received a permit for such improvement from said Director. All poles and above ground facilities need to be in compliance with current City standards.

SECTION 26. Franchise System Construction / Repair / Maintenance.

(a) Permits Requirement. Prior to any work being done within existing public right-of-way, franchisee or its agent shall first obtain approval and any necessary permits from the City's Public Works Department.

(b) Notice of Work. Franchisee shall notify the City not less than five (5) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency as reasonably determined by franchisee, no such closure shall take place without notice and prior authorization from the City. The City shall follow its policies in the granting or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

(c) Safety. Franchisee shall at all times employ a standard of care attendant to the risks involved and shall construct, operate and maintain commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury and nuisance to the public. Additionally, all facilities shall be kept in a suitable condition and in good order and repair so as not to endanger or interfere with pedestrian or vehicular traffic on City streets.

(d) Disturbances and Damages. Any disturbance or damage to a street or public property caused by franchisee during the course of constructing, operating or maintaining its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage in accord with the City's established public works standards at the sole expense of franchisee. Franchisee shall promptly, but not more than thirty (30) days, repair and replace all materials, sidewalks, pavings, utilities, or other improvements of any kind injured or removed by franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense.

(e) City Inspection of Activities and System. At the completion of any work done within the existing public right-of-way, franchisee must notify the City's Public Works Department. Inspections of completed work may be performed and franchisee shall be responsible for the costs to perform such inspection. Failure to notify the City of the completion of work or failure to comply with the inspection process shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise should such a violation occur. Upon forty-eight (48) hours written notice, and during normal business hours, franchisee shall permit examination by any duly authorized representative of the City of all franchise property and facilities situated within the City, and all records relating to the franchise, provided they are necessary to enable the City to carry out its regulatory responsibilities under local, state and federal law, and this franchise agreement. Such records include, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records or request for service, and other like materials of franchisee. Franchisee shall have the right to be present for any such examination. If any such records are proprietary or must be kept confidential by state, federal or local law, upon proper request by franchisee, such information obtained during such an inspection shall be treated as confidential, making it available only to those persons, who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

(f) Vegetation. Franchisee shall have authority to trim trees and shrubbery upon and overhanging streets, alleys, sidewalks, and other public places of the City so as to prevent such trees, roots and shrubbery from coming in contact and interfering with the facilities of franchisee. All trimming shall be at the sole expense of franchisee. Franchisee shall have sole liability for any damages caused by the trimming of any roots.

(g) Office Buildings and Residences. In the event franchisee decides to offer services to businesses or residents in the City, franchisee shall bury their cables and wires where other franchise operators have buried their cables and wires between the pole and the building or residence, and that franchisee will not place the wire over the parking lot or yard.

SECTION 27. Requirement to Coordinate Construction / Repair / Maintenance Activities. Prior to the end of each calendar year, the City will provide franchisee with a copy of the City's annual capital improvements program. At the same time, franchisee shall provide the City with similar information, including advance notice of all known new construction and all relocation of facilities located in the City public right-of-way or in private easement within the City proposed for the following year. Construction shall be coordinated and scheduled to minimize public inconvenience, disruption and damage to the public right-of-way.

SECTION 28. Requirement to Temporarily Move Wires. On the request of any applicant having satisfied city procedure and ordinances, franchisee shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and franchisee may require such payment in advance. Franchisee shall be given not less than fifteen (15) days written notice from the applicant detailing the time and location of the moving operations, and not less than 24-hours advance notice from the applicant advising of the actual operation.

SECTION 29. Use of Facilities by Other Parties. In the event franchisee places part of its system underground, franchisee shall allow other franchise operators access to franchisee's conduits, ducts and pipes for the cables and wires of the other franchise operators. Franchisee may charge a reasonable fee for such access, which fee will be part of the gross revenues of the franchise. The City shall have the right to install and maintain, free of charge, upon the poles and within the underground pipes and conduits of franchisee, any wires and fixtures desired by the City to the extent that such installation and maintenances does not interfere with existing operations of franchisee.

SECTION 30. Removal of Franchise System. Franchisee shall promptly remove from the public streets and other public ways where its properties are located, all or any part of its facilities or properties so located when franchisee ceases to use any part, or all of its franchise system for a continuous period of twelve months, or when the franchise is terminated, forfeited, revoked or declared void pursuant to notice as provided elsewhere in this franchise agreement, unless otherwise authorized and permitted by the City. Franchisee shall be entitled to receive notice in writing from the City setting forth one or more of the violations provided in this franchise agreement. Franchisee shall have one hundred eighty (180) days from the date upon which said notice is received to remove said properties as required. Such removal shall be performed by franchisee at the sole expense of franchisee. Any disturbance or damage to a street or public property caused by franchisee during the course of removal of its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage at the sole expense of franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense. The insurance, indemnity and bond provisions of this franchise agreement shall remain in full force and effect during the entire term of removal.

(a) Failure to Remove System. If franchisee fails to commence removal of its system within one hundred eighty (180) days subsequent to receipt of notice to remove the system or if removal is not completed within one (1) year subsequent to receipt of notice to remove the system, the City shall have the right to:

(1) Claim Ownership. The City may declare the system abandoned and all right, title and interest to the system to be in the City with all rights of ownership including, but not limited to, the right to operate the system or transfer the system to another for operation. Franchisee shall receive no compensation; or

(2) Remove at Franchisee's Expense. The City may declare the system abandoned and cause the system to be removed at no cost to the City. The cost of the removal shall be recoverable pursuant to the insurance, indemnity and bond provisions of this franchise agreement or from franchisee directly.

(b) Abandoned Property. Any property abandoned by franchisee that the City claims as hereinabove allowed shall become the property of the City and franchisee agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the City. Additionally, any notice given by the City as provided hereinabove, shall be deemed notice to any other persons claiming interest in said property of franchisee, and said persons shall be subject to all the provisions hereinbefore provided.

SECTION 31. No Liability for City Damage to Franchise System. It shall be the sole responsibility of the franchisee to take adequate measures to protect and defend its facilities in the right-of-way from harm or damage. The City shall not be liable for any damage to or loss of any of franchisee's facilities within the public right-of-way or private easement as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including any public works or public improvement work by or on behalf of the City, unless such damage or loss is directly and proximately caused by willful, intentional or malicious acts of the City. Franchisee shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the franchisee to perform any of its obligations under this ordinance unless the damaged party is solely responsible for the harm or damage by its negligence or intentionally caused harm.

SECTION 32. City's Right Preeminent. The privilege to use or occupy the public right-of-way granted to franchisee under this franchise agreement shall in all matters be subordinate to the City's right to use or occupy the public right-of-way. Without limitation upon the rights which the City might otherwise have, the City does hereby expressly reserve the right to exercise its governmental powers, now or hereafter vested in or granted to the City.

(a) Relocation for Public Improvements. Within ninety (90) days of written request from the City, franchisee shall forthwith remove, relocate, reinstall or adjust its facilities or any such property within the public right-of-way or private easements when removal, relocation reinstallation or adjustment is necessary for any public improvement or public project. Such removal, relocation reinstallation or adjustment shall be performed by franchisee at the sole expense of franchisee.

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SECTION 9. Duty to Indemnify the City. Franchisee shall fully indemnify, release, defend and hold harmless the City, the members of the Governing Body, the mayor, and all other officials, employees and agents of the City when acting in their capacity as municipal officials, employees and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees or otherwise. Nothing herein shall be deemed to prevent the City, the members of the Governing Body, the mayor, and all other officials, employees and agents when acting in their capacity as municipal officials, employees and agents from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve franchisee from its duty to defend against liability or its duty to pay any judgment entered against the City, the members of the Governing Body, the mayor, and all other officials, employees and agents.

SECTION 10. Liability Insurance Requirement. Franchisee shall file with the City Clerk evidence that franchisee has liability insurance with a company licensed to do business in the state with a rating by Best of not less than "A," in an amount not less than the minimums as set by the City, to protect the City, the members of the Governing Body, the mayor, and all other officers, boards, commissions, agents, and employees from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by the operation of franchisee's system, or alleged to so have been caused or occurred, for an amount not less than the minimums as carried by the City. As of April 1, 1997, the amount of insurance shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate. The City reserves the right to adjust the coverage limit requirements no more than every five (5) years.

SECTION 11. Performance Bond Requirement. Franchisee shall at all times during the term of the franchise maintain in full force and effect a corporate surety bond in a form approved by the City Attorney, in an amount of $50,000, for a term consistent with the term of this franchise agreement plus one additional year, conditioned upon franchisee's faithful performance of the provisions, terms and conditions of the franchise granted and conferred by ordinance. An annual bond automatically renewed yearly during this period shall satisfy this requirement. In the event the City shall exercise its right to revoke the franchise as granted herein, then the City shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

SECTION 12. City's Right to Audit and Access to Records. Upon operation of services within the City, franchisee shall file in the office of the City Clerk a financial statement prepared by a certified public accountant or person otherwise satisfactory to the City, showing gross revenues of franchisee, and said receipts. The City may arrange for and conduct audits of the necessary financial records of franchisee upon proper notice. Any discrepancy between a said audit and any reports filed by franchisee which results in the City's receiving a lesser sum than that which is due and owing from franchisee will be determined and paid forthwith to the City, including interest on said amount at the statutory rate. Further, the City's acceptance of any payment determined as hereinbefore provided to be deficient shall not be construed as a release of liability from the City or an accord or satisfaction of any claim that the City may have for additional sums owed by franchisee as provided for in this franchise agreement. In addition to access to the records of franchisee for audits, franchisee shall provide reasonable access to records necessary to verify compliance with the terms of this franchise agreement, including any copies of petitions, applications and communications submitted or filed by franchisee with the Federal Communications Commission, the Kansas Communications Commission, the Kansas Corporations Commission, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of franchisee's system so far as the same effects or will affect franchisee's service or operation within the City. Failure to provide access to the records of franchisee shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise granted under this franchise agreement should such a violation occur.

SECTION 13. System Mapping Requirement. Within sixty (60) days of completion of initial or any additional construction, franchisee shall provide the City Clerk a complete set of plans with accurate and complete information in an AutoCAD format compatible with the City's Geographic Information System (GIS) showing and describing the exact locations, both horizontal and vertical, of all facilities constructed and existing within the public right-of-way and private easements. Such mapping and identification shall be at the sole expense of franchisee.

SECTION 14. Description of Use Requirement. Franchisee shall be required to provide the City with a current description of the use and services using property within the City right-of-way. To satisfy this requirement, franchisee may provide the City with a copy of its certificate from the Kansas State Corporation Commission describing the nature of franchisee's service as a Competitive Local Exchange Carrier ("CLEC"). In the event franchisee changes or adds to these services, franchisee is required to notify the City.

SECTION 15. Exclusive Benefit of Franchise Right by Franchisee. The rights granted to franchisee by this franchise agreement to use the public right-of-way shall be for the sole use of franchisee. Franchise use is limited to the use that franchisee has filed with the City in accordance with Section 14 of this agreement. These rights are for the exclusive benefit of franchisee, except where use by the City is allowed under the terms of this agreement. No other party may use franchisee's right, unless otherwise authorized by the City.

SECTION 16. Transferability of Franchise. Franchisee shall not sell, transfer, lease, assign, sublet or dispose of its system, system capacity, or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, without prior approval of the Governing Body provided that such approval shall not be unreasonably withheld and may be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under this franchise agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose the franchise or its system not conforming with the requirements of this section shall be null and void. This provision shall not apply to sale of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the franchise. Any violation of this section shall enable the City to revoke or modify this franchise agreement. The following events shall be deemed to be a sale, assignment or other transfer of the franchise and/or system requiring compliance with this section:

(a) the sale, assignment or other transfer of all or a majority of franchisee's assets;

(b) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in franchisee;

(c) the issuance of additional capital stock or partnership, membership or other equity interests by franchisee so as to create a new controlling interest in franchisee; and

(d) the entry by franchisee into an agreement with respect to the management or operation of franchisee and/or system.

For the purpose of determining whether it shall consent to such change, transfer, or acquisition or control, the City may inquire into the qualifications of the prospective transferee or controlling party, and franchisee shall assist the City in any such inquiry. In seeking the City's consent to any change of ownership or control, franchisee shall have the responsibility of insuring that the transferee completes an application for a franchise agreement in form and substance reasonably satisfactory to the City to be submitted not less than ninety (90) days prior to the date of transfer. If, after considering the financial, character and technical qualities of the applicant and determining that they are satisfactory City shall find that such transfer is acceptable and assign the rights and obligations of such franchise transferee or controlling party. The consent of the City to such transfer shall not be unreasonably deni

SECTION 17. Notice of Filings with Regulatory Agencies. Franchisee is hereby required to file i office of the City Clerk copies of any and all petitions, applications, and communications submitted or by franchisee with the Federal Communications Commission, or any other federal or state regul commission or agency having jurisdiction in respect to any matter affecting the operation of a fran system within the City.

SECTION 18. Renegotiation During Term of Franchise. The City or the franchisee may renego the franchise during the term of the franchise for any reason set forth herein:

(a) New Developments. It shall be the policy of the City to amend reasonably or renegotiate franchise agreement upon the application of new technologies when necessary, to en franchisee to take advantage of new developments, services or material improvemen existing technology and services during the term of the franchise.

(b) Sale or Transfer. The sale or transfer of franchisee's system or any portion thereof, or right, title or interest in the same, or the transfer of any rights under this franchise to other person may be grounds for renegotiation of the franchise during the term o franchise. Transfer includes the leasing of excess system capacity when such capaci leased to a person who has not obtained a franchise agreement with the City.

(c) Expansion of Service. In the event franchisee desires to expand the services of its sy beyond the plans agreed upon, such expansion shall not commence without notific and/or renegotiation of this franchise agreement. The City shall exclusively deci renegotiation is necessary.

(d) Local Equity. In the event franchisee is granted a system franchise in any other poli subdivision within Johnson County, Kansas, and the provisions of such franchise more favorable to such political subdivision than the provisions of this fran agreement, then the City shall have the right to request franchisee to modify and am the provisions of this franchise agreement to conform to any such more favor provisions contained in the franchise of the other political subdivision. Likewise, i City grants a franchise to a similar type of franchise operator, and the provisions of franchise are more favorable to that franchise operator, then franchisee shall have right to request the City to modify and amend the provisions of this franchise agree to conform to any such more favorable provisions. The parties may offer evidence statements distinguishing any such other franchise from the franchise granted under franchise agreement, or evidence of the existence of state or federal laws or preventing either party from making the change requested. In the event the Ci franchisee shall request to amend and modify the franchise in the manner hereinab provided, and the requesting party determines that the other party has not off sufficient evidence and statements to justify its not conforming to the request, then, ei party may refer the request for arbitration as provided for in the laws of the Stat Kansas then existing and the decision of the arbitrator shall be binding and conclu upon said parties (except that the arbitrator may not compel either party to b noncompliance with any state or federal law or rules which take precedence over franchise agreement). Finally, in the event a request is submitted for arbitration arbitrator may not consider, nor shall the arbitrator effect, the then existing provision *the franchise except as herein provided.*

(e) New Unified Telecommunications Franchise Policy. Both parties are aware that the Ci currently drafting a new uniform telecommunications franchise ordinance to apply t telecommunications providers within the City. In the event the City is ready to unifor apply such a franchise ordinance to all telecommunications providers, includ Southwestern Bell, then either party may terminate this agreement.

SECTION 19. Subscriber Rates. Franchisee charges to subscribers will comply with all applic federal and state regulations. Franchisee shall file with the City Clerk a schedule of current rates in eff When provided so by state or federal law, the Governing Body may at any time during the existence of franchise agreement fix a reasonable schedule of maximum rates to be charged to the City and its reside

SECTION 20. Franchisee's Operating Regulations. Franchisee shall have the authority to promul such rules, regulations and conditions governing the conduct of its business as shall be reasona necessary to enable franchisee to exercise its rights and to perform its obligations under its franchis City policy, and to assure an uninterrupted service to its subscribers. However, such rules, regulati terms and conditions shall not be in conflict with the provisions of this franchise agreement. Franch shall file with the city clerk a statement of services offered, rules, regulations, terms and conditions. any changes to such services, rules, regulations, terms and conditions.

SECTION 21. Franchisee Information. Franchisee shall designate a person familiar with the syst who is responsible for timely satisfying the information needs of the City and other users of the right-way.

SECTION 22. Rights Reserved to the City. In addition to any rights specifically reserved to the C by this franchise agreement, the City reserves to itself every right and power available to it under constitutions of the United States and the State of Kansas, and any other right or power, including, but limited to all police powers and authority to regulate and legislate to protect and promote the public hea safety, welfare, and morals. Nothing in this franchise shall limit or govern the right of the City to exer its municipal authority to the fullest extent allowed by law. Franchisee further agrees to conduct activities in accordance with all municipal ordinances, as amended from time to time. The City shall h the right to waive any provision of the franchise, except those required by federal or state regulation, if City determines: (1) that it is in the public interest to do so, and (2) that the enforcement of such provisi will impose an undue hardship on franchisee or the subscribers. To be effective, such waiver shall evidenced by a statement in writing signed by a duly authorized representative of the City. The waiver any provision in any one instance shall not be deemed a waiver of such provision subsequent to s instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.

SECTION 23. Use of Public Right of Way. In the use of right-of-way under this franchise agreem franchisee shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereaf adopted or promulgated by the City in the reasonable exercise of its police power and is subject to applicable laws, orders, rules and regulations adopted by governmental bodies now or hereafter hav jurisdiction. In addition, franchisee shall be subject to all technical specifications, design criteria, polic resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits a fees, sidewalks, and pavement cuts, utility location, construction coordination, surface restoration, a other requirements on the use of the right-of-way.

SECTION 24. Preference of Franchise System Placement.

(a) Preferred Placement. All system facilities along abutting or adjacent to the public right-o way installed in the City of Leawood shall use and occupy the public right-of-way if all possible. The City discourages the use of private easements for the placement system facilities. If private easements are necessitated, franchisee shall cooperate with t City by informing City staff of the location of any and all private easements expected be negotiated. The City does hereby expressly reserve the right to make certain reque

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(b) Emergency Access. The City retains the right to cut or move any facilities located within the public right-of-way as may be determined necessary, appropriate or useful in response to any public health or safety emergency.

SECTION 33. Consideration. Franchisee shall pay an initial one-time administrative fee of $2,000 for its new franchise. For the use of the right-of-way, franchisee shall pay the greater of $12,000 or a sum of $2.50 per lineal foot for all current fiber in the right-of-way at the time this ordinance is passed. This payment shall be due on the effective date of the ordinance. Except for any required permit fees, no additional franchisee fee shall be assessed for any additional fiber placed in the right-of-way during the remainder of the one-year term. In the event franchisee provides local service to customers within the corporate boundaries of the City, franchisee shall notify the City. At that time, the franchise fee shall be the greater of the above prescribed amount charged for the use of the right-of-way or a percentage of franchisee's gross annual revenues for services provided within the City. The percentage of gross revenues shall be set at two (2%) percent until the expiration date of the current Southwestern Bell franchise agreement on August 31, 1998 at which time the percentage of gross revenues shall change to five (5%) percent. At the end of the one-year term, franchisee shall give a proper accounting to the City to determine if any additional fee is due. In the event the franchise term is extended in accordance to Section 37, the franchise fee for the extended term shall be derived pro rata in the same manner as prescribed above.

SECTION 34. Other Payments and Charges The payments herein provided shall be in addition to, not in lieu of, all other taxes, charges, assessments, fees and impositions that are or may be imposed by the City, with the exception of an annual occupation license.

SECTION 35. Late Fee. Franchisee shall pay interest at an annual rate of ten percent (10%) for each month or fraction thereof on any late payment of the charge provided for in this franchise agreement.

SECTION 36. System Access by the City.

(a) System Access. As part of the consideration for franchisee's privilege to use and occupy the public right-of-way, the City shall require as part of this franchise agreement access to franchisee's system in the event franchisee offers more than telephone service. Franchisee will provide to the City access to system services which shall be of the highest technical quality provided by franchisee to other users, including franchisee.

(b) Use of System. The City may use the part of the system made available to it in any lawful fashion, including using the system to make available to the public municipal records, services and other matters even if a fee or charge is imposed for the record, service or other matter, provided that the City shall not lease or rent its access to franchisee's system to any third party.

(c) Emergency Use of Franchisee's System. In the event of a civil disaster or other emergency which occurs within the City, franchisee shall upon request of the Mayor or designated representative, permit the City to transmit information over franchisee's system advising the subscribers regarding the nature and extent of the disaster or emergency as may be required to protect said persons for their safety and welfare, provided that any such transmission shall be conducted by or with the assistance of franchisee's authorized personnel.

SECTION 37. Term. Unless sooner terminated or revoked in accordance with the terms of this franchise agreement, this franchise agreement shall be effective for a term of one (1) year from the effective date. Upon either expiration or revocation of the franchise, the City alone shall have discretion to permit and/or to require franchisee to continue to operate the franchise for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. Franchisee shall continue to operate the system under the terms and conditions of this franchisee agreement and to provide the regular subscriber service and any of the services that may be provided at that time.

SECTION 38. Effectiveness and Acceptance of Ordinance. The franchise shall take effect as provided by statute. Within sixty (60) days after the final passage and approval of the ordinance, franchisee shall file with the City Clerk its acceptance in writing of the provisions, terms, and conditions of the ordinance which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths. When so accepted, the ordinance and acceptance shall constitute a contract between franchisee and the City subject to the provisions of the laws of the State of Kansas.

SECTION 39. Renewal. If franchisee desires to renew its franchise, franchisee shall file an application for renewal with the City Clerk not less than one hundred eighty (180) days prior to the expiration of the franchise. The procedure for renewal of a franchise shall be the same as for initial application and all requirements, procedures and applicable fees that apply to an initial application shall apply to the renewal. By statute, such renewal or extension shall be made by ordinance only.

SECTION 40. Notification Procedure. Whenever either party hereto shall be required or permitted to give notice to the other, such notice shall be in writing. If notice is to be served upon the City, it shall be delivered either by first class United States mail addressed to the office of the City Clerk or by personal delivery of the same to said person, or a duly authorized agent for receiving the same. If said notice is to be served upon franchisee, the same shall be delivered by either first class United States mail addressed to an officer or the resident agent of franchisee at the registered office of franchisee or its resident agent, or by personally delivering the same to such people as hereinbefore provided, or such other person as franchisee shall from time to time direct.

SECTION 41. Change of Use or Addition to Current Use. Franchisee shall cooperate with the City by informing City staff of any change or addition to the current use of the franchise system. Additionally, franchisee shall inform the City of any new developments, including new technologies, new services or material improvements to existing technology that would provide additional services not covered under current status, as well as any sale or transfer of franchisee's system. Transfers include leasing of system capacity.

SECTION 42. Sale, Lease, or Transfer of Franchise to Third Party. Franchisee shall notify the City of any contract with a third party to sell, use, lease, borrow or transfer franchisee's system or any part thereof. Such contract shall be in compliance with any applicable section of this franchise agreement before they are valid.

SECTION 43. Annual Reports. Franchisee shall submit a written end of the year report to the City with respect to the preceding calendar year at franchisee's expense. The report shall contain the following information:

(a) A summary of the previous year's activities in development of the franchise system, including but not limited to, services begun or discontinued during the year.

(b) A list of franchisee's officers, members of its board of directors, and other principals of franchisee;

(c) A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in franchisee; and

(d) Information as to the number subscribers in the City of Leawood.

SECTION 44. Violation. Failure on the part of franchisee to comply with one or more of the terms, conditions or provisions of this franchise agreement shall constitute a violation of this franchise agreement. The City shall provide written notice to franchisee of any such violation. Franchisee shall have fourteen (14) days subsequent to receipt of notice to inform the City in writing of the action franchisee will take to correct the violation. Such corrective action shall be completed within thirty (30) days subsequent to receipt of notice unless otherwise agreed to by the City. Upon failure to timely correct franchise violation, the City may revoke franchise in accordance with the terms of Section 45. The violation of any provision of the franchise shall hereby declared to be public offense and any person convicted thereof shall be punished by a fine not to exceed $500 for each offense. Each day's violation of this ordinance shall constitute a separate offense. In addition to any other remedy available herein or and at law or equity to the City, the City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this ordinance and to abate nuisances maintained in violation thereof.

SECTION 45. Revocation of Franchise. In addition to all other rights and powers herein or otherwise enjoyed by the City, the City shall have the additional and separate right to revoke a franchise and all rights and privileges of the franchisee as a result of and in response to any of the following events or reasons:

(a) Franchisee fails to remedy violation of a term, condition, or any provision of this franchise agreement or federal or state law whether the same be committed by act or omissions, within thirty (30) days following the date upon which franchisee receives written notice of such violation; or

(b) Any provision of this franchise agreement is adjudged by a Court of Competent Jurisdiction to be invalid or unenforceable and said judicial act and declaration is deemed by the Governing Body to constitute such a material consideration for the granting of the franchise as to cause the same to become null and void; or

(c) Franchisee is adjudged bankrupt, becomes insolvent, suffers a transfer of its properties pursuant to an action of its creditors upon an instrument or judicial declaration securing said creditors' interest in said properties, and thereafter the same be not redeemed by franchisee within thirty (30) days from the date of said transfer, or franchisee is otherwise unable or unwilling to pay its debts and obligations as the same accrue; or

(d) Franchisee commits an act of fraud or deceit against the City in obtaining the grant of the franchise herein conferred, or upon being granted franchisee commits such an act against the City.

SECTION 46. City's Failure to Enforce. The City's failure to enforce and remedy any noncompliance by franchisee of the terms and conditions of this franchise agreement shall not constitute a waiver of the City's rights nor a waiver of franchisee's obligations as herein provided.

SECTION 47. Time is of the Essence. Whenever this franchise agreement sets forth any time for any action to be performed by or on behalf of franchisee, such time shall be deemed of the essence; and any failure of franchisee to perform within the time so specified shall be considered a violation of the agreement and grounds for the City to revoke the franchise granted, subject to procedural requirements stated herein.

SECTION 48. Periodic Evaluation and Review. The City and franchisee acknowledge and agree that the field of telephone communications is a rapidly changing one that may see many regulatory, technical, financial, marketing and legal changes during the term of this franchise agreement. Therefore, to provide for the maximum degree of flexibility in this franchise agreement, and to help achieve a continued, advance and modern telephone communications system, the following evaluation and review provisions will apply:

(a) Upon a significant change in the law or the technology relating to franchisee's system, the City may request evaluation and review sessions at any time during the term of this franchise agreement and franchisee shall cooperate in such review and evaluation; provided, however, that there shall not be more than one (1) evaluation and review session during any calendar year.

(b) Topics that may be discussed at any evaluation and review session include, but are not limited to, rates, the system performance, features and services, municipal uses of franchisee's service, judicial rulings, FCC rulings and any other topics that the City or franchisee may deem relevant and that the City has a legal basis for reviewing.

(c) During an evaluation and review session, franchisee shall full cooperate with the City and shall provide without cost such reasonable information and documents as the City may request to perform the evaluation and review.

(d) As a result of an evaluation and review session, the City or franchisee may determine that a change in the system or in the terms of this franchise agreement may be appropriate. In that event, either the City or the grantee may propose modifications to the system or the franchise. Franchisee and the City shall, in good faith, review the terms of the proposed changes and any proposed amendments to this franchise agreement and seek to reach agreement on such change or amendment when the change or amendment is not inconsistent with the terms of this franchise agreement, or with applicable law or regulations, and the change or amendment is technically feasible, economically reasonable and will not result in a material alteration of the rights and duties of the parties under this franchise agreement.

SECTION 49. Franchisee Promise to Not Interfere with Other City Agreements. Franchisee agrees to not interfere with other agreements between the City and other franchise operators. Specifically, if the City requires or negotiates to have another franchise operator that franchisee has contracted to use that franchise operator's poles bury their cables, franchisee will not interfere with the agreement and/or prevent the other franchise operator to bury their lines. In the event that the facilities of such other franchise operator are placed underground for any reason, then franchisee shall not try to prevent the other franchise operator from this action, and likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost. Certain of franchisee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures. Franchisee also agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Wherever other franchise operators have buried their wires, franchisee will do the same. This includes attachment to residents and office buildings.

SECTION 50. Take Effect. This ordinance is made under and in conformity with the laws of the State of Kansas and shall take effect and be in force after the expiration of 60 days from the date of final passage by the Governing Body and after publication in the official City newspaper for two consecutive weeks following final passage.

First Reading: 6/16/97 ; Second Reading: 7/7/97 ; Third Reading: 7/21/97

Passed by the Council the 20th day of October, 1997.

Approved by the Mayor the 20th day of October, 1997.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM: /s/ R.S. Wetzler

R.S. Wetzler, City Attorney

ORDINANCE NO. 1694

First published in The Legal Record, Tuesday, October 28, 1997.

ORDINANCE NO. 1694

AN ORDINANCE GRANTING A FRANCHISE TO BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC., ITS SUCCESSORS, TRANSFEREES, AND ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A TELEPHONE TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAWOOD, KANSAS, AND THE RIGHT TO USE AND OCCUPY THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES OF SAID CITY FOR SUCH PURPOSES.

WHEREAS, the City of Leawood, Kansas ("City"), a municipal corporation, duly organized and existing under the laws of the State of Kansas, has the right under statute to grant a franchise to construct, operate and maintain a telecommunications system in said City; and

WHEREAS, Brooks Fiber Communications of Missouri, Inc., desires to install a fiber optic telecommunication system for the purposes of providing local telephone services residents and businesses in the Greater Kansas City Metropolitan area; and

WHEREAS, in order to achieve the above said goal it is necessary for Brooks Fiber Communications of Missouri, Inc. to place such fiber optic cables in the public right-of-way; and

WHEREAS, Brooks Fiber Communications of Missouri, Inc. has applied to the City for a franchise in order to operate its system; and

WHEREAS, any such permission to use the pubic right-of-way requires a franchise to be granted by the City in accordance to K.S.A. 12-2001 et. al; and

WHEREAS, pursuant to K.S.A. 12-2007, the Governing Body of the City did order publication of a notice of a hearing to be held on July 7, 1997, to afford the public in the franchise area, as well as the public-at-large, an opportunity to comment on the proposed franchise agreement, a copy of which was on file in the office of the City Clerk; however, said hearing was continued by the Governing Body, and was held on October 20, 1997; and

WHEREAS, said notice of hearing was published on June 10, 1997 in the official City newspaper; and

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION 1. **Grant.** Franchisee is granted permission to erect, install, construct, repair, replace, and maintain franchise system, supporting structures, appurtenances, and other property in connection with the operation of the franchise in, on, over, under, upon, along and across the right-of-way as depicted in Exhibit A, and as approved in the future by the Public Works Department for the purposes of constructing, operating, and maintaining franchise properties for the origination, reception, transmission, amplification, and/or distribution of telecommunications and/or telecommunications services. Franchisee is responsible for any permits and permit fees required by the Public Works Department. This agreement shall also apply to any open video system. This agreement does not authorize the construction or operation of a cable system. Nothing in this agreement is intended to authorize the City to seek from or to require franchisee to obtain a franchise for an open video system. This agreement does not authorize franchisee to construct or operate an open video system without paying the fee on the 'gross revenues' (as defined in the context of an open video system) of the system operator for the provision of cable service in lieu of a franchise fee, pursuant to and in the manner described in 47 U.S.C. § 573(c)(2)(b) and without complying with FCC régulations promulgated pursuant to 47 U.S.C. § 573, nor does it limit in any way the City's authority or discretion with respect to open video systems.

SECTION 2. **Use of Franchisee's Facilities by Other Provider.** Franchisee shall not lease, license contract or otherwise allow the use of its facilities by any other provider of local services to the City ("third party") unless the third party has a franchise or license with the City, or franchisee has obtained the prior written consent of the City. The rights to use right-of-way granted hereunder to franchisee are for the exclusive benefit of franchisee only. Franchisee has no authority to allow a third party, including such franchisee's subsidiary or affiliate, to occupy or acquire rights to occupy the right-of-way under this franchise agreement. Franchisee shall inform the city administrator of any such agreements with third parties within thirty (30) days of signing the contract. In the event franchisee enters into such an agreement with a third party who does not have a franchise with the City, and franchisee has not notified the City, then franchisee shall be in default under Section 44 and 45 of this agreement. Nothing in this section shall prevent franchisee from providing telecommunications or telecommunications services to any third party, subsidiary or affiliate, including, for example, through interconnection or resale arrangements authorized by federal or state law, even though such telecommunications or telecommunications services are to be provided over such franchisee's facilities in the right-of-way within the City limits.

SECTION 3. **Nonexclusive Clause.** The privilege to construct, erect, operate and maintain franchisee's system and to use or to occupy the public right-of-way is nonexclusive. The City expressly reserves the right to grant other nonexclusive franchises to other persons. However, no such additional franchise shall in any way affect the rights or obligations of franchisee. The City may, in its sole discretion, limit the number of franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations such as: (1) the capacity of the public right-of-ways to accommodate multiple cables, conduits, and pipes; (2) the impact on the community of having multiple franchises; (3) the disadvantages that may result from franchise competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the right-of-way; (4) the financial capabilities of the applicant and its guaranteed commitment to make necessary investments to erect, maintain and operate the proposed system for the duration of the franchise term.

SECTION 4. **Severability.** If any section, provision, paragraph, sentence, clause or phrase of this franchise agreement is held to be invalid or unconstitutional for any reason, the language in question shall be considered to be a separate, distinct and independent part of this franchise agreement, and such holding shall not affect the validity and enforceability of any other language of this franchise agreement.

SECTION 5. **Federal, State and City Jurisdiction.** This franchise agreement shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this franchise agreement to the contrary, the construction, operation and maintenance of franchise system by franchisee or his agent shall be in accordance with all laws and regulations of the United States and the several states and any political subdivision thereof, or any administrative agency thereof, having jurisdiction over said franchise systems. In addition, franchisee shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. Franchisee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. Finally, franchisee's failure to comply with any law or regulation governing the operation of said franchise system may result in a forfeiture of the franchise in accordance with Sections 44 and 45 of this franchise agreement.

SECTION 6. **Force Majeure.** Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond franchisee's or the City's control.

SECTION 7. **Definitions.** For the purpose of this franchise agreement, the following words and phrases and their derivations shall have the following meaning:

"Cable" -- shall include both the traditional coaxial cable used to transmit signals of high frequency, and fiber optic cable that consists of a bundle of thin insulated glass strands used to transmit data, voice, video and other communications, and any other assembly of materials so classified generically as cable.

"City" -- shall mean the City of Leawood, Kansas, a municipal corporation, or its successors, and include when appropriate to the use of the term in context, the territorial boundaries of the City as constituted or as shall hereafter exist.

"Facilities" --shall mean franchisee's lines, conduits, wires, cables, pipes, poles, towers, vaults, applia and equipment, either under or above ground necessary for the franchise system operation.

"Franchise" -- shall mean the agreement between the City and franchisee, or the right of franchis operate telecommunications or telecommunications services within the City's right-of-way.

"Franchisee" -- shall mean Brooks Fiber Communications of Missouri, Inc., or its successors, transfe or assigns.

"Franchise Fee" -- shall mean any tax, fee or other assessment of any kind imposed by the Cit franchisee, subscriber, or both, solely because of their status as such. It shall not include: (1) any tax or assessment of general applicability including any which are imposed on franchisee; (2) requiremen charges incidental to the awarding or enforcing the franchise, including payments for bonds, sec funds, letters of credit, insurance, indemnification, penalties, or liquidated damages, or (3) any othe imposed by federal, state, or local law.

"Franchise ordinance" or "Franchise agreement"--- shall mean the ordinance passed to gran telecommunications franchise to franchisee. The ordinance shall operate as an agreement or co between the City and franchisee and shall be subject to the laws of the State of Kansas.

"Governing Body" -- shall mean the present legislative body of the City of Leawood, Kansas: o successor to the legislative powers of the present Governing Body;

"Gross Annual Revenues" -- shall mean all revenues of franchisee derived, directly or indirectly, franchisee's activities and operations, including from all activities and operations directly or indi attributable to the offering, rendering, selling, including the selling for resale, and/or delive transmitting, furnishing, supplying or providing telecommunications and/or telecommunications servi the City limits throughout the term of the franchise unless specifically excluded herein. 'Gross a revenue' is not to be reduced by any commissions or expenses. "Gross annual revenue' includes wi limitation all revenues identified in the following Uniform System of Accounts ("USOA"), 47 C.F.R. 32, irrespective of how franchise keeps or is required to keep its books or accounts and irrespecti whether franchisee's revenue attributable to such accounts is regulated or unregulated:

USOA Accounts §32.5000 through §32.5069
USOA Accounts §32.5100 through §32.5169
USOA Accounts §32.5200 through §32.5270
USOA Accounts §32.5280

In addition and to the extent not included in the above USOA accounts, 'gross annual revenue' include: all cash, consideration, credit and property of any kind, late charges and forfeited disco installation and service charges; the amount of any franchise fee hereunder, irrespective of whether f for payment of such fee are separately collected for payment of such fee; and otherwise any an consideration derived directly or indirectly from telephone company's activities as aforesaid. Exampl 'gross annual revenue' include but are not limited to: recurring local exchange services, including recu local basic exchange service (business and residential), irrespective of whether any such service is de essential, competitive, regulated or unregulated; TouchTone calling; Optional calling services: recu local exchange service for semi-public and private pay telephone service; directory assistance; line s verification/busy interrupt; operator service; customer local area signaling services, including bu limited to, automatic call back, automatic recall, calling number identification, selective call rejec selective call acceptance, selective call forwarding, distinctive ringing and customer originated trace; I (Integrated Services Digital Network) and all other derived channel services: enhanced services; distance and toll message; private leased circuit or channel services; local exchange service(s) sol otherwise provided for resale; long distance service(s) sold or otherwise provided for resale; commerci private mobile radio services (fixed or mobile), including but not limited to cellular telephone serv mobile data transmission and personal communications services; and any and all nonrecurring cha PROVIDED HOWEVER, 'gross annual revenue' shall not consist of: amounts included under U Accounts §32.5300 through §32.5302; intra-state and interstate access revenue subject to treatment u USOA Accounts §32.5080 through §32.5084; any assessment revenues for the Kansas universal ser fund; any consideration under any reciprocal arrangement for interconnection to any other telep company to which this ordinance applies, including for telephone company-to-company network custo intercommunication; any consideration for providing network elements to any other telephone compan which this ordinance applies. All revenue, unless specifically excluded, is 'gross annual revenue.'

"Normal Operating Conditions" -- shall mean those service conditions that are within the contro franchisee. Those conditions that are not within the control of franchisee include, but are not limite natural disasters, civil disturbances, power outages, telephone network outages, and severe or unu weather conditions, and significant legislative or regulatory requirements. Those conditions which ordinarily within the control of franchisee include, but are not limited to, special promotions, regular p or seasonal demand periods, and maintenance or upgrade of the system.

"Open video system" -- shall mean a facility described in and subject to 47 U.S.C. § 573 and applic regulations of the FCC.

"Person" -- shall mean any individual or association of individual, or any firm, partnership, corpora limited liability company, trust or other business or government organizations.

"Public improvement" -- shall mean any existing or contemplated public facility, building or ca improvement project, including without limitation streets, alleys, sidewalks, sewer, water, drainage, ri of-way improvements, and public projects.

"Public project" -- shall mean any project planned or undertaken by the City or any governmental e for construction, reconstruction, maintenance, or repair of public facilities or public improvements, or other purpose of public nature.

"Right-of-way" -- shall mean present and future streets, roadways, sidewalks, highways, alleys, pu rights-of-ways, and public easements, including easements dedicated in plats and parks or recreati areas, of the City of Leawood.

"Street" -- shall mean any public street, roadway, highway, alley, or other public right-of-way now hereafter subject to the jurisdiction and regulation of the City as provided by the laws of the Stat Kansas and as subsequently amended thereof.

"System" -- shall mean equipment or facilities located within the City and designed and constructed for purposes of conducting the franchise operations and providing service to subscribers.

"Subscriber" -- shall mean any person who receives services from franchisee services.

"Telecommunications" -- shall mean the transmission, between or among points specified by the user information of the user's choosing, without change in the form or content of the information as sent received, as meant by 47 U.S.C. §153(43), any successor statute of similar import and implemen regulations and interpretations of the FCC.

"Telecommunications service" -- shall mean the offering of telecommunications for a fee directly to public, or to such classes or users as to be effectively available directly to the public, regardless of facilities used, as meant by 47 U.S.C. §153(46), any successor statute of similar import and implement regulations and interpretations of the FCC.

SECTION 8. **Franchisee is Without Remedy Against the City.** Franchisee shall have no remed recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of provisions or requirements of this franchise agreement, or because of the enforcement thereof by the C or for the failure of the City to have the authority to grant, all, or any part, of the franchise gran Second, franchisee expressly acknowledges that it accepted the franchise granted in reliance upon independent and personal investigation and understanding of the power and authority of the City to gr the franchise conferred upon franchisee. Third, franchisee acknowledges by its acceptance of the franch that it has not been induced to enter into the franchise upon any understanding, or promise, whether gi verbally or in writing by or on behalf of the City, or by any other person concerning any term or condi of this franchise not expressed in this franchise agreement. Finally, franchisee acknowledges by acceptance of the franchise that it has carefully read the provisions, terms, and conditions of this franch agreement and is willing to, and does accept, all of the risk attendant to the provisions, terms, conditions.

SECTION 9. **Duty to Indemnify the City.** Franchisee shall fully indemnify, release, defend and h harmless the City, the members of the Governing Body, the mayor, and all other officials, employees agents of the City when acting in their capacity as municipal officials, employees and agents, from a

CONTINUED ON PAGE 21

ORDINANCE NO. 1694

AN ORDINANCE GRANTING A FRANCHISE TO BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC., ITS SUCCESSORS, TRANSFEREES, AND ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A TELEPHONE TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAWOOD, KANSAS, AND THE RIGHT TO USE AND OCCUPY THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES OF SAID CITY FOR SUCH PURPOSES.

WHEREAS, the City of Leawood, Kansas ("City"), a municipal corporation, duly organized and existing under the laws of the State of Kansas, has the right under statute to grant a franchise to construct, operate and maintain a telecommunications system in said City; and

WHEREAS, Brooks Fiber Communications of Missouri, Inc., desires to install a fiber optic telecommunication system for the purposes of providing local telephone services residents and businesses in the Greater Kansas City Metropolitan area; and

WHEREAS, in order to achieve the above said goal it is necessary for Brooks Fiber Communications of Missouri, Inc. to place such fiber optic cables in the public right-of-way; and

WHEREAS, Brooks Fiber Communications of Missouri, Inc. has applied to the City for a franchise in order to operate its system; and

WHEREAS, any such permission to use the pubic right-of-way requires a franchise to be granted by the City in accordance to K.S.A. 12-2001 et. al; and

WHEREAS, pursuant to K.S.A. 12-2007, the Governing Body of the City did order publication of a notice of a hearing to be held on July 7, 1997, to afford the public in the franchise area, as well as the public-at-large, an opportunity to comment on the proposed franchise agreement, a copy of which was on file in the office of the City Clerk; however, said hearing was continued by the Governing Body, and was held on October 20, 1997; and

WHEREAS, said notice of hearing was published on June 10, 1997 in the official City newspaper; and

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION 1. Grant. Franchisee is granted permission to erect, install, construct, repair, replace, and maintain franchise system, supporting structures, appurtenances, and other property in connection with the operation of the franchise in, on, over, under, upon, along and across the right-of-way as depicted in Exhibit A, and as approved in the future by the Public Works Department for the purposes of constructing, operating, and maintaining franchise properties for the origination, reception, transmission, amplification, and/or distribution of telecommunications and/or telecommunications services. Franchisee is responsible for any permits and permit fees required by the Public Works Department. This agreement shall also apply to any open video system. This agreement does not authorize the construction or operation of a cable system. Nothing in this agreement is intended to authorize the City to seek from or to require franchisee to obtain a franchise for an open video system. This agreement does not authorize franchisee to construct or operate an open video system without paying the fee on the 'gross revenues' (as defined in the context of an open video system) of the system operator for the provision of cable service in lieu of a franchise fee, pursuant to and in the manner described in 47 U.S.C. § 573(c)(2)(b) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573, nor does it limit in any way the City's authority or discretion with respect to open video systems.

SECTION 2. Use of Franchisee's Facilities by Other Provider. Franchisee shall not lease, license contract or otherwise allow the use of its facilities by any other provider of local services to the City ("third party") unless the third party has a franchise or license with the City, or franchisee has obtained the prior written consent of the City. The rights to use right-of-way granted hereunder to franchisee are for the exclusive benefit of franchisee only. Franchisee has no authority to allow a third party, including such franchisee's subsidiary or affiliate, to occupy or acquire rights to occupy the right-of-way under this franchise agreement. Franchisee shall inform the city administrator of any such agreements with third parties within thirty (30) days of signing the contract. In the event franchisee enters into such an agreement with a third party who does not have a franchise with the City, and franchisee has not notified the City, then franchisee shall be in default under Section 44 and 45 of this agreement. Nothing in this section shall prevent franchisee from providing telecommunications or telecommunications services to any third party, subsidiary or affiliate, including, for example, through interconnection or resale arrangements authorized by federal or state law, even though such telecommunications or telecommunications services are to be provided over such franchisee's facilities in the right-of-way within the City limits.

SECTION 3. Nonexclusive Clause. The privilege to construct, erect, operate and maintain franchisee's system and to use or to occupy the public right-of-way is nonexclusive. The City expressly reserves the right to grant other nonexclusive franchises to other persons. However, no such additional franchise shall in any way affect the rights or obligations of franchisee. The City may, in its sole discretion, limit the number of franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations such as: (1) the capacity of the public right-of-ways to accommodate multiple cables, conduits, and pipes; (2) the impact on the community of having multiple franchises; (3) the disadvantages that may result from franchise competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the right-of-way; (4) the financial capabilities of the applicant and its guaranteed commitment to make necessary investments to erect, maintain and operate the proposed system for the duration of the franchise term.

SECTION 4. Severability. If any section, provision, paragraph, sentence, clause or phrase of this franchise agreement is held to be invalid or unconstitutional for any reason, the language in question shall be considered to be a separate, distinct and independent part of this franchise agreement, and such holding shall not affect the validity and enforceability of any other language of this franchise agreement.

SECTION 5. Federal, State and City Jurisdiction. This franchise agreement shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this franchise agreement to the contrary, the construction, operation and maintenance of franchise system by franchisee or his agent shall be in accordance with all laws and regulations of the United States and the several states and any political subdivision thereof, or any administrative agency thereof, having jurisdiction over said franchise systems. In addition, franchisee shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. Franchisee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. Finally, franchisee's failure to comply with any law or regulation governing the operation of said franchise system may result in a forfeiture of the franchise in accordance with Sections 44 and 45 of this franchise agreement.

SECTION 6. Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond franchisee's or the City's control.

SECTION 7. Definitions. For the purpose of this franchise agreement, the following words and phrases and their derivations shall have the following meaning:
"Cable" -- shall include both the traditional coaxial cable used to transmit signals of high frequency, and fiber optic cable that consists of a bundle of thin insulated glass strands used to transmit data, voice, video and other communications, and any other assembly of materials so classified generically as cable.

"City" -- shall mean the City of Leawood, Kansas, a municipal corporation, or its successors, and shall include when appropriate to the use of the term in context, the territorial boundaries of the City as now constituted or as shall hereafter exist.
"Facilities" --shall mean franchisee's lines, conduits, wires, cables, pipes, poles, towers, vaults, appliances, and equipment, either under or above ground necessary for the franchise system operation.
"Franchise" -- shall mean the agreement between the City and franchisee, or the right of franchisee to operate telecommunications or telecommunications services within the City's right-of-way.
"Franchisee" -- shall mean Brooks Fiber Communications of Missouri, Inc., or its successors, transferees, or assigns.
"Franchise Fee" -- shall mean any tax, fee or other assessment of any kind imposed by the City on franchisee, subscriber, or both, solely because of their status as such. It shall not include: (1) any tax, fee, or assessment of general applicability including any which are imposed on franchisee; (2) requirements or charges incidental to the awarding or enforcing the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages, or (3) any other fee imposed by federal, state, or local law.
"Franchise ordinance" or "Franchise agreement" -- shall mean the ordinance passed to grant the telecommunications franchise to franchisee. The ordinance shall operate as an agreement or contract between the City and franchisee and shall be subject to the laws of the State of Kansas.
"Governing Body" -- shall mean the present legislative body of the City of Leawood, Kansas; or any successor to the legislative powers of the present Governing Body;
"Gross Annual Revenues" -- shall mean all revenues of franchisee derived, directly or indirectly, from franchisee's activities and operations, including from all activities and operations directly or indirectly attributable to the offering, rendering, selling, including the selling for resale, and/or delivering, transmitting, furnishing, supplying or providing telecommunications and/or telecommunications service, in the City limits throughout the term of the franchise unless specifically excluded herein. 'Gross annual revenue' is not to be reduced by any commissions or expenses. "Gross annual revenue' includes without limitation all revenues identified in the following Uniform System of Accounts ("USOA"), 47 C.F.R. Part 32, irrespective of how franchise keeps or is required to keep its books or accounts and irrespective of whether franchisee's revenue attributable to such accounts is regulated or unregulated:

USOA Accounts §32.5000 through §32.5069
USOA Accounts §32.5100 through §32.5169
USOA Accounts §32.5200 through §32.5270
USOA Accounts §32.5280

In addition and to the extent not included in the above USOA accounts, 'gross annual revenue' shall include: all cash, consideration, credit and property of any kind, late charges and forfeited discounts, installation and service charges; the amount of any franchise fee hereunder, irrespective of whether funds for payment of such fee are separately collected for payment of such fee; and otherwise any and all consideration derived directly or indirectly from telephone company's activities as aforesaid. Examples of 'gross annual revenue' include but are not limited to: recurring local exchange services, including recurring local basic exchange service (business and residential), irrespective of whether any such service is deemed essential, competitive, regulated or unregulated; TouchTone calling; Optional calling services; recurring local exchange service for semi-public and private pay telephone service; directory assistance; line status verification/busy interrupt; operator service; customer local area signaling services, including but not limited to, automatic call back, automatic recall, calling number identification, selective call rejection, selective call acceptance, selective call forwarding, distinctive ringing and customer originated trace; ISDN (Integrated Services Digital Network) and all other derived channel services; enhanced services; long distance and toll message; private leased circuit or channel services; local exchange service(s) sold or otherwise provided for resale; long distance service(s) sold or otherwise provided for resale; commercial or private mobile radio services (fixed or mobile), including but not limited to cellular telephone services, mobile data transmission and personal communications services; and any and all nonrecurring charges, PROVIDED HOWEVER, 'gross annual revenue' shall not consist of: amounts included under USOA Accounts §32.5300 through §32.5302; intra-state and interstate access revenue subject to treatment under USOA Accounts §32.5080 through §32.5084; any assessment revenues for the Kansas universal service fund; any consideration under any reciprocal arrangement for interconnection to any other telephone

company to which this ordinance applies, including for telephone company-to-company network customer intercommunication; any consideration for providing network elements to any other telephone company to which this ordinance applies. All revenue, unless specifically excluded, is 'gross annual revenue.'

"Normal Operating Conditions" -- shall mean those service conditions that are within the control of franchisee. Those conditions that are not within the control of franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and significant legislative or regulatory requirements. Those conditions which are ordinarily within the control of franchisee include, but are not limited to, special promotions, regular peak or seasonal demand periods, and maintenance or upgrade of the system.

"Open video system" -- shall mean a facility described in and subject to 47 U.S.C. § 573 and applicable regulations of the FCC.

"Person" -- shall mean any individual or association of individual, or any firm, partnership, corporation, limited liability company, trust or other business or government organizations.

"Public improvement" -- shall mean any existing or contemplated public facility, building or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and public projects.

"Public project" -- shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or public improvements, or any other purpose of public nature.

"Right-of-way" -- shall mean present and future streets, roadways, sidewalks, highways, alleys, public rights-of-ways, and public easements, including easements dedicated in plats and parks or recreational areas, of the City of Leawood.

"Street" -- shall mean any public street, roadway, highway, alley, or other public right-of-way now or hereafter subject to the jurisdiction and regulation of the City as provided by the laws of the State of Kansas and as subsequently amended thereof.

"System" -- shall mean equipment or facilities located within the City and designed and constructed for the purposes of conducting the franchise operations and providing service to subscribers.

"Subscriber" -- shall mean any person who receives services from franchisee services.

"Telecommunications" -- shall mean the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received, as meant by 47 U.S.C. §153(43), any successor statute of similar import and implementing regulations and interpretations of the FCC.

"Telecommunications service" -- shall mean the offering of telecommunications for a fee directly to the public, or to such classes or users as to be effectively available directly to the public, regardless of the facilities used, as meant by 47 U.S.C. §153(46), any successor statute of similar import and implementing regulations and interpretations of the FCC.

SECTION 8. Franchisee is Without Remedy Against the City. Franchisee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this franchise agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the franchise granted. Second, franchisee expressly acknowledges that it accepted the franchise granted in reliance upon its independent and personal investigation and understanding of the power and authority of the City to grant the franchise conferred upon franchisee. Third, franchisee acknowledges by its acceptance of the franchise that it has not been induced to enter into the franchise upon any understanding, or promise, whether given verbally or in writing by or on behalf of the City, or by any other person concerning any term or condition of this franchise not expressed in this franchise agreement. Finally, franchisee acknowledges by the acceptance of the franchise that it has carefully read the provisions, terms, and conditions of this franchise agreement and is willing to, and does accept, all of the risk attendant to the provisions, terms, and conditions.

SECTION 9. Duty to Indemnify the City. Franchisee shall fully indemnify, release, defend and hold harmless the City, the members of the Governing Body, the mayor, and all other officials, employees and agents of the City when acting in their capacity as municipal officials, employees and agents, from and

against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees or otherwise. Nothing herein shall be deemed to prevent the City, the members of the Governing Body, the mayor, and all other officials, employees and agents when acting in their capacity as municipal officials, employees and agents from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve franchisee from its duty to defend against liability or its duty to pay any judgment entered against the City, the members of the Governing Body, the mayor, and all other officials, employees and agents.

SECTION 10. Liability Insurance Requirement. Franchisee shall file with the City Clerk evidence that franchisee has liability insurance with a company licensed to do business in the state with a rating by Best of not less than "A," in an amount not less than the minimums as set by the City, to protect the City, the members of the Governing Body, the mayor, and all other officers, boards, commissions, agents, and employees from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by the operation of franchisee's system, or alleged to so have been caused or occurred, for an amount not less than the minimums as carried by the City. As of April 1, 1997, the amount of insurance shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate. The City reserves the right to adjust the coverage limit requirements no more than every five (5) years.

SECTION 11. Performance Bond Requirement. Franchisee shall at all times during the term of the franchise maintain in full force and effect a corporate surety bond in a form approved by the City Attorney, in an amount of $50,000, for a term consistent with the term of this franchise agreement plus one additional year, conditioned upon franchisee's faithful performance of the provisions, terms and conditions of the franchise granted and conferred by ordinance. An annual bond automatically renewed yearly during this period shall satisfy this requirement. In the event the City shall exercise its right to revoke the franchise as granted herein, then the City shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

SECTION 12. City's Right to Audit and Access to Records. Upon operation of services within the City, franchisee shall file in the office of the City Clerk a financial statement prepared by a certified public accountant or person otherwise satisfactory to the City, showing gross revenues of franchisee, and said receipts. The City may arrange for and conduct audits of the necessary financial records of franchisee upon proper notice. Any discrepancy between a said audit and any reports filed by franchisee which results in the City's receiving a lesser sum than that which is due and owing from franchisee will be determined and paid forthwith to the City, including interest on said amount at the statutory rate. Further, the City's acceptance of any payment determined as hereinbefore provided to be deficient shall not be construed as a release of liability from the City or an accord or satisfaction of any claim that the City may have for additional sums owed by franchisee as provided for in this franchise agreement. In addition to access to the records of franchisee for audits, franchisee shall provide reasonable access to records necessary to verify compliance with the terms of this franchise agreement, including any copies of petitions, applications and communications submitted or filed by franchisee with the Federal Communications Commission, the Kansas Communications Commission, the Kansas Corporations Commission, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of franchisee's system so far as the same effects or will affect franchisee's service or operation within the City. Failure to provide access to the records of franchisee shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise granted under this franchise agreement should such a violation occur.

SECTION 13. System Mapping Requirement. Within sixty (60) days of completion of initial or any additional construction, franchisee shall provide the City Clerk a complete set of plans with accurate and complete information in an AutoCAD format compatible with the City's Geographic Information System (GIS) showing and describing the exact locations, both horizontal and vertical, of all facilities constructed

and existing within the public right-of-way and private easements. Such mapping and identification shall be at the sole expense of franchisee.

SECTION 14. Description of Use Requirement. Franchisee shall be required to provide the City with a current description of the use and services using property within the City right-of-way. To satisfy this requirement, franchisee may provide the City with a copy of its certificate from the Kansas State Corporation Commission describing the nature of franchisee's service as a Competitive Local Exchange Carrier ("CLEC"). In the event franchisee changes or adds to these services, franchisee is required to notify the City.

SECTION 15. Exclusive Benefit of Franchise Right by Franchisee. The rights granted to franchisee by this franchise agreement to use the public right-of-way shall be for the sole use of franchisee. Franchise use is limited to the use that franchisee has filed with the City in accordance with Section 14 of this agreement. These rights are for the exclusive benefit of franchisee, except where use by the City is allowed under the terms of this agreement. No other party may use franchisee's right, unless otherwise authorized by the City.

SECTION 16. Transferability of Franchise. Franchisee shall not sell, transfer, lease, assign, sublet or dispose of its system, system capacity, or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, without prior approval of the Governing Body provided that such approval shall not be unreasonably withheld and may be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under this franchise agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose the franchise or its system not conforming with the requirements of this section shall be null and void. This provision shall not apply to sale of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the franchise. Any violation of this section shall enable the City to revoke or modify this franchise agreement. The following events shall be deemed to be a sale, assignment or other transfer of the franchise and/or system requiring compliance with this section:

(a) the sale, assignment or other transfer of all or a majority of franchisee's assets;

(b) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in franchisee;

(c) the issuance of additional capital stock or partnership, membership or other equity interests by franchisee so as to create a new controlling interest in franchisee; and

(d) *the entry by franchisee into an agreement with respect to the management or operation of* franchisee and/or system.

For the purpose of determining whether it shall consent to such change, transfer, or acquisition or control, the City may inquire into the qualifications of the prospective transferee or controlling party, and franchisee shall assist the City in any such inquiry. In seeking the City's consent to any change of ownership or control, franchisee shall have the responsibility of insuring that the transferee completes an application for a franchise agreement in form and substance reasonably satisfactory to the City to be submitted not less than ninety (90) days prior to the date of transfer. If, after considering the legal, financial, character and technical qualities of the applicant and determining that they are satisfactory, the City shall find that such transfer is acceptable and assign the rights and obligations of such franchise to the transferee or controlling party. The consent of the City to such transfer shall not be unreasonably denied.

SECTION 17. Notice of Filings with Regulatory Agencies. Franchisee is hereby required to file in the office of the City Clerk copies of any and all petitions, applications, and communications submitted or filed by franchisee with the Federal Communications Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of a franchise system within the City.

SECTION 18. Renegotiation During Term of Franchise. The City or the franchisee may renegotiate the franchise during the term of the franchise for any reason set forth herein:

(a) New Developments. It shall be the policy of the City to amend reasonably or renegotiate this franchise agreement upon the application of new technologies when necessary, to enable franchisee to take advantage of new developments, services or material improvements to existing technology and services during the term of the franchise.

(b) Sale or Transfer. The sale or transfer of franchisee's system or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person may be grounds for renegotiation of the franchise during the term of the franchise. Transfer includes the leasing of excess system capacity when such capacity is leased to a person who has not obtained a franchise agreement with the City.

(c) Expansion of Service. In the event franchisee desires to expand the services of its system beyond the plans agreed upon, such expansion shall not commence without notification and/or renegotiation of this franchise agreement. The City shall exclusively decide if renegotiation is necessary.

(d) Local Equity. In the event franchisee is granted a system franchise in any other political subdivision within Johnson County, Kansas, and the provisions of such franchise are more favorable to such political subdivision than the provisions of this franchise agreement, then the City shall have the right to request franchisee to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions contained in the franchise of the other political subdivision. Likewise, if the City grants a franchise to a similar type of franchise operator, and the provisions of such franchise are more favorable to that franchise operator, then franchisee shall have the right to request the City to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions. The parties may offer evidence and statements distinguishing any such other franchise from the franchise granted under this franchise agreement, or evidence of the existence of state or federal laws or rules preventing either party from making the change requested. In the event the City or franchisee shall request to amend and modify the franchise in the manner hereinabove provided, and the requesting party determines that the other party has not offered sufficient evidence and statements to justify its not conforming to the request, then, either party may refer the request for arbitration as provided for in the laws of the State of Kansas then existing and the decision of the arbitrator shall be binding and conclusory upon said parties (except that the arbitrator may not compel either party to be in noncompliance with any state or federal law or rules which take precedence over this franchise agreement). Finally, in the event a request is submitted for arbitration, the arbitrator may not consider, nor shall the arbitrator effect, the then existing provisions of the franchise except as herein provided.

(e) New Unified Telecommunications Franchise Policy. Both parties are aware that the City is currently drafting a new uniform telecommunications franchise ordinance to apply to all telecommunications providers within the City. In the event the City is ready to uniformly apply such a franchise ordinance to all telecommunications providers, including Southwestern Bell, then either party may terminate this agreement.

SECTION 19. Subscriber Rates. Franchisee charges to subscribers will comply with all applicable federal and state regulations. Franchisee shall file with the City Clerk a schedule of current rates in effect. When provided so by state or federal law, the Governing Body may at any time during the existence of this franchise agreement fix a reasonable schedule of maximum rates to be charged to the City and its residents.

SECTION 20. Franchisee's Operating Regulations. Franchisee shall have the authority to promulgate such rules, regulations and conditions governing the conduct of its business as shall be reasonably necessary to enable franchisee to exercise its rights and to perform its obligations under its franchise or City policy, and to assure an uninterrupted service to its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this franchise agreement. Franchisee shall file with the city clerk a statement of services offered, rules, regulations, terms and conditions, and any changes to such services, rules, regulations, terms and conditions.

SECTION 21. Franchisee Information. Franchisee shall designate a person familiar with the system, who is responsible for timely satisfying the information needs of the City and other users of the right-of-way.

SECTION 22. Rights Reserved to the City. In addition to any rights specifically reserved to the City by this franchise agreement, the City reserves to itself every right and power available to it under the constitutions of the United States and the State of Kansas, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety, welfare, and morals. Nothing in this franchise shall limit or govern the right of the City to exercise its municipal authority to the fullest extent allowed by law. Franchisee further agrees to conduct its activities in accordance with all municipal ordinances, as amended from time to time. The City shall have the right to waive any provision of the franchise, except those required by federal or state regulation, if the City determines: (1) that it is in the public interest to do so, and (2) that the enforcement of such provisions will impose an undue hardship on franchisee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. The waiver of any provision in any one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.

SECTION 23. Use of Public Right of Way. In the use of right-of-way under this franchise agreement, franchisee shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules and regulations adopted by governmental bodies now or hereafter having jurisdiction. In addition, franchisee shall be subject to all technical specifications, design criteria, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalks, and pavement cuts, utility location, construction coordination, surface restoration, and other requirements on the use of the right-of-way.

SECTION 24. Preference of Franchise System Placement.

(a) Preferred Placement. All system facilities along abutting or adjacent to the public right-of-way installed in the City of Leawood shall use and occupy the public right-of-way if at all possible. The City discourages the use of private easements for the placement of system facilities. If private easements are necessitated, franchisee shall cooperate with the City by informing City staff of the location of any and all private easements expected to be negotiated. The City does hereby expressly reserve the right to make certain requests on the placement of utilities in private easements in order to limit or eliminate future street improvement relocation expenses. In the event of expansion of the right-of-way by the City, franchisee shall be responsible for any relocation expenses in the event it is necessary to relocate franchisee's system.

(b) Placement Standards. All facilities constructed or relocated within the right-of-way shall be placed underground unless otherwise agreed to by the City through the Public Works Department or by this agreement. Franchisee agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Underground placement of facilities shall comply with all existing City standards as well as the following standards:

(1) Cables shall be buried a minimum of 24 inches below finished grade along improved streets, or 24 inches below proposed finished grade adjacent to unimproved streets.

(2) Cables shall be buried no closer than 3 feet from the existing back of the curb and gutter preferably as far from the curb and gutter as possible.

(3) Facilities shall be placed in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's technical specifications and design criteria.

(4) Franchisee shall not erect any poles within the City unless approval is obtained in advance from the City. Above ground placement of facilities shall comply with the standards provided by the City.

(c) Above Ground Placement on Another Franchisee's Distribution Facilities. In those areas of the City where franchisee's cables are located or to be located on the above-ground transmission or distribution facilities of another franchise operator (for example telephone poles), in the event that the facilities of such other franchise operator are placed underground, then franchisee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost.

SECTION 25. System Construction Standards. The construction, reconstruction, installation, operation, testing, use, dismantling and maintenance of the properties and facilities of franchisee's system shall be in accordance with good engineering practices and shall be in compliance with present and future laws, ordinances and regulation, including the National Electric Code, the National Electrical Safety Code, the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated by federal, state, City and any other political subdivisions thereof or an administrative agency with jurisdiction. All transmission and distribution structures, lines and equipment erected by franchisee within the City shall be so located as to cause minimum interference with the proper use of streets, easements and swales, sidewalks, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, easements and swales, sidewalks, alleys or other public ways and places. Franchisee shall not construct or reconstruct any of its franchise system located upon, over, under or within the public streets or public ways of the City without first having submitted in writing a description of its planned improvement to the Director of Public Works of the City and having received a permit for such improvement from said Director. All poles and above ground facilities need to be in compliance with current City standards.

SECTION 26. Franchise System Construction / Repair / Maintenance.

(a) Permits Requirement. Prior to any work being done within existing public right-of-way, franchisee or its agent shall first obtain approval and any necessary permits from the City's Public Works Department.

(b) Notice of Work. Franchisee shall notify the City not less than five (5) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency as reasonably determined by franchisee, no such closure shall take place without notice and prior authorization from the City. The City shall follow its policies in the granting or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

(c) Safety. Franchisee shall at all times employ a standard of care attendant to the risks involved and shall construct, operate and maintain commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury and nuisance to the public. Additionally, all facilities shall be kept in a suitable condition and in good order and repair so as not to endanger or interfere with pedestrian or vehicular traffic on City streets.

(d) Disturbances and Damages. Any disturbance or damage to a street or public property caused by franchisee during the course of constructing, operating or maintaining its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage in accord with the City's established public works standards at the sole expense of franchisee. Franchisee shall promptly, but not more than thirty (30) days, repair and replace all materials, sidewalks, pavings, utilities, or other improvements of any kind injured or removed by franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense.

(e) City Inspection of Activities and System. At the completion of any work done within the existing public right-of-way, franchisee must notify the City's Public Works Department. Inspections of completed work may be performed and franchisee shall be responsible for the costs to perform such inspection. Failure to notify the City of the completion of work or failure to comply with the inspection process shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise should such a violation occur. Upon forty-eight (48) hours written notice, and during normal business hours, franchisee shall permit examination by any duly authorized representative of the City of all franchise property and facilities situated within the City, and all records relating to the franchise, provided they are necessary to enable the City to carry out its regulatory responsibilities under local, state and federal law, and this franchise agreement. Such records include, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records or request for service, and other like materials of franchisee. Franchisee shall have the right to be present for any such examination. If any such records are proprietary or must be kept confidential by state, federal or local law, upon proper request by franchisee, such information obtained during such an inspection shall be treated as confidential, making it available only to those persons, who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

(f) Vegetation. Franchisee shall have authority to trim trees and shrubbery upon and overhanging streets, alleys, sidewalks, and other public places of the City so as to prevent such trees, roots and shrubbery from coming in contact and interfering with the facilities of franchisee. All trimming shall be at the sole expense of franchisee. Franchisee shall have sole liability for any damages caused by the trimming of any roots.

(g) Office Buildings and Residences. In the event franchisee decides to offer services to businesses or residents in the City, franchisee shall bury their cables and wires where other franchise operators have buried their cables and wires between the pole and the building or residence, and that franchisee will not place the wire over the parking lot or yard.

SECTION 27. Requirement to Coordinate Construction / Repair / Maintenance Activities. Prior to the end of each calendar year, the City will provide franchisee with a copy of the City's annual capital improvements program. At the same time, franchisee shall provide the City with similar information, including advance notice of all known new construction and all relocation of facilities located in the City public right-of-way or in private easement within the City proposed for the following year. Construction shall be coordinated and scheduled to minimize public inconvenience, disruption and damage to the public right-of-way.

SECTION 28. Requirement to Temporarily Move Wires. On the request of any applicant having satisfied city procedure and ordinances, franchisee shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and franchisee may require such payment in advance. Franchisee shall be given not less than fifteen (15) days written notice from the applicant detailing the time and location of the moving operations, and not less than 24-hours advance notice from the applicant advising of the actual operation.

SECTION 29. Use of Facilities by Other Parties. In the event franchisee places part of its system underground, franchisee shall allow other franchise operators access to franchisee's conduits, ducts and pipes for the cables and wires of the other franchise operators. Franchisee may charge a reasonable fee for such access, which fee will be part of the gross revenues of the franchise. The City shall have the right to install and maintain, free of charge, upon the poles and within the underground pipes and conduits of franchisee, any wires and fixtures desired by the City to the extent that such installation and maintenances does not interfere with existing operations of franchisee.

SECTION 30. Removal of Franchise System. Franchisee shall promptly remove from the public streets and other public ways where its properties are located, all or any part of its facilities or properties so located when franchisee ceases to use any part, or all of its franchise system for a continuous period of twelve months, or when the franchise is terminated, forfeited, revoked or declared void pursuant to notice as provided elsewhere in this franchise agreement, unless otherwise authorized and permitted by the City. Franchisee shall be entitled to receive notice in writing from the City setting forth one or more of the violations provided in this franchise agreement. Franchisee shall have one hundred eighty (180) days from the date upon which said notice is received to remove said properties as required. Such removal shall be performed by franchisee at the sole expense of franchisee. Any disturbance or damage to a street or public property caused by franchisee during the course of removal of its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage at the sole expense of franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense. The insurance, indemnity and bond provisions of this franchise agreement shall remain in full force and effect during the entire term of removal.

(a) Failure to Remove System. If franchisee fails to commence removal of its system within one hundred eighty (180) days subsequent to receipt of notice to remove the system or if removal is not completed within one (1) year subsequent to receipt of notice to remove the system, the City shall have the right to:

(1) Claim Ownership. The City may declare the system abandoned and all right, title and interest to the system to be in the City with all rights of ownership including, but not limited to, the right to operate the system or transfer the system to another for operation. Franchisee shall receive no compensation; or

(2) Remove at Franchisee's Expense. The City may declare the system abandoned and cause the system to be removed at no cost to the City. The cost of the removal shall be recoverable pursuant to the insurance, indemnity and bond provisions of this franchise agreement or from franchisee directly.

(b) Abandoned Property. Any property abandoned by franchisee that the City claims as hereinabove allowed shall become the property of the City and franchisee agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the City. Additionally, any notice given by the City as provided hereinabove, shall be deemed notice to any other persons claiming interest in said property of franchisee, and said persons shall be subject to all the provisions hereinbefore provided.

SECTION 31. No Liability for City Damage to Franchise System. It shall be the sole responsibility of the franchisee to take adequate measures to protect and defend its facilities in the right-of-way from harm or damage. The City shall not be liable for any damage to or loss of any of franchisee's facilities within the public right-of-way or private easement as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including any public works or public improvement work by or on behalf of the City, unless such damage or loss is directly and proximately caused by willful, intentional or malicious acts of the City. Franchisee shall be responsible to the City and its agents , representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays.. penalties or other expenses of any kind arising out of the failure of the franchisee to perform any of its obligations under this ordinance unless the damaged party is solely responsible for the harm or damage by its negligence or intentionally caused harm.

SECTION 32. City's Right Preeminent. The privilege to use or occupy the public right-of-way granted to franchisee under this franchise agreement shall in all matters be subordinate to the City's right to use or occupy the public right-of-way. Without limitation upon the rights which the City might otherwise have, the City does hereby expressly reserve the right to exercise its governmental powers, now or hereafter vested in or granted to the City.

(a) Relocation for Public Improvements. Within ninety (90) days of written request from the City, franchisee shall forthwith remove, relocate, reinstall or adjust its facilities or any such property within the public right-of-way or private easements when removal, relocation reinstallation or adjustment is necessary for any public improvement or public project. Such removal, relocation reinstallation or adjustment shall be performed by franchisee at the sole expense of franchisee.

(b) Emergency Access. The City retains the right to cut or move any facilities located within the public right-of-way as may be determined necessary, appropriate or useful in response to any public health or safety emergency.

SECTION 33. Consideration. Franchisee shall pay an initial one-time administrative fee of $2,000 for its new franchise. For the use of the right-of-way, franchisee shall pay the greater of $12,000 or a sum of $2.50 per lineal foot for all current fiber in the right-of-way at the time this ordinance is passed, and for the proposed fiber in franchisee's plan to connect to the DuPont station. The parties have agreed that this total is $51,612 based upon 3.91 miles of plant. This payment shall be due on the effective date of the ordinance. Except for any required permit fees, no additional franchisee fee shall be assessed for any *additional fiber placed in the right-of-way during the remainder of the one-year term. In the event* franchisee provides local service to customers within the corporate boundaries of the City, franchisee shall notify the City. At that time, the franchise fee shall be the greater of the above prescribed amount charged for the use of the right-of-way or a percentage of franchisee's gross annual revenues for services provided within the City. The percentage of gross revenues shall be set at two (2%) percent until the expiration date of the current Southwestern Bell franchise agreement on August 31, 1998 at which time the percentage of gross revenues shall change to five (5%) percent. At the end of the one-year term, franchisee shall give a proper accounting to the City to determine if any additional fee is due. In the event the franchise term is extended in accordance to Section 37, the franchise fee for the extended term shall be derived pro rata in the same manner as prescribed above.

SECTION 34. Other Payments and Charges. The payments herein provided shall be in addition to, not in lieu of, all other taxes, charges, assessments, fees and impositions that are or may be imposed by the City, with the exception of an annual occupation license.

SECTION 35. Late Fee. Franchisee shall pay interest at an annual rate of ten percent (10%) for each month or fraction thereof on any late payment of the charge provided for in this franchise agreement.

SECTION 36. System Access by the City.

(a) System Access. As part of the consideration for franchisee's privilege to use and occupy the public right-of-way, the City shall require as part of this franchise agreement access to franchisee's system in the event franchisee offers more than telephone service. Franchisee will provide to the City access to system services which shall be of the highest technical quality provided by franchisee to other users, including franchisee.

(b) Use of System. The City may use the part of the system made available to it in any lawful fashion, including using the system to make available to the public municipal records, services and other matters even if a fee or charge is imposed for the record, service or other matter, provided that the City shall not lease or rent its access to franchisee's system to any third party.

(c) Emergency Use of Franchisee's System. In the event of a civil disaster or other emergency which occurs within the City, franchisee shall upon request of the Mayor or designated representative, permit the City to transmit information over franchisee's system advising the subscribers regarding the nature and extent of the disaster or emergency as may be required to protect said persons for their safety and welfare, provided that any such transmission shall be conducted by or with the assistance of franchisee's authorized personnel.

SECTION 37. Term. Unless sooner terminated or revoked in accordance with the terms of this franchise agreement, this franchise agreement shall be effective for a term of one (1) year from the effective date. Upon either expiration or revocation of the franchise, the City alone shall have discretion to permit and/or to require franchisee to continue to operate the franchise for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. Franchisee shall continue to operate the system under the terms and conditions of this franchisee agreement and to provide the regular subscriber service and any of the services that may be provided at that time.

SECTION 38. Effectiveness and Acceptance of Ordinance. The franchise shall take effect as provided by statute. Within sixty (60) days after the final passage and approval of the ordinance, franchisee shall file with the City Clerk its acceptance in writing of the provisions, terms, and conditions of the ordinance which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths. When so accepted, the ordinance and acceptance shall constitute a contract between franchisee and the City subject to the provisions of the laws of the State of Kansas.

SECTION 39. Renewal. If franchisee desires to renew its franchise, franchisee shall file an application for renewal with the City Clerk not less than one hundred eighty (180) days prior to the expiration of the franchise. The procedure for renewal of a franchise shall be the same as for initial application and all requirements, procedures and applicable fees that apply to an initial application shall apply to the renewal. By statute, such renewal or extension shall be made by ordinance only.

SECTION 40. Notification Procedure. Whenever either party hereto shall be required or permitted to give notice to the other, such notice shall be in writing. If notice is to be served upon the City, it shall be delivered either by first class United States mail addressed to the office of the City Clerk or by personal delivery of the same to said person, or a duly authorized agent for receiving the same. If said notice is to be served upon franchisee, the same shall be delivered by either first class United States mail addressed to an officer or the resident agent of franchisee at the registered office of franchisee or its resident agent, or by personally delivering the same to such people as hereinbefore provided, or such other person as franchisee shall from time to time direct.

SECTION 41. Change of Use or Addition to Current Use. Franchisee shall cooperate with the City by informing City staff of any change or addition to the current use of the franchise system. Additionally, franchisee shall inform the City of any new developments, including new technologies, new services or material improvements to existing technology that would provide additional services not covered under current status, as well as any sale or transfer of franchisee's system. Transfers include leasing of system capacity.

SECTION 42. Sale, Lease, or Transfer of Franchise to Third Party. Franchisee shall notify the City of any contract with a third party to sell, use, lease, borrow or transfer franchisee's system or any part thereof. Such contract shall be in compliance with any applicable section of this franchise agreement before they are valid.

SECTION 43. Annual Reports. Franchisee shall submit a written end of the year report to the City with respect to the preceding calendar year at franchisee's expense. The report shall contain the following information:

(a) A summary of the previous year's activities in development of the franchise system, including but not limited to, services begun or discontinued during the year;

(b) A list of franchisee's officers, members of its board of directors, and other principals of franchisee;

(c) A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in franchisee; and

(d) Information as to the number subscribers in the City of Leawood.

SECTION 44. Violation. Failure on the part of franchisee to comply with one or more of the terms, conditions or provisions of this franchise agreement shall constitute a violation of this franchise agreement. The City shall provide written notice to franchisee of any such violation. Franchisee shall have fourteen (14) days subsequent to receipt of notice to inform the City in writing of the action franchisee will take to correct the violation. Such corrective action shall be completed within thirty (30) days subsequent to

receipt of notice unless otherwise agreed to by the City. Upon failure to timely correct franchise violation, the City may revoke franchise in accordance with the terms of Section 45. The violation of any provision of the franchise shall hereby declared to be public offense and any person convicted thereof shall be punished by a fine not to exceed $500 for each offense. Each day's violation of this ordinance shall constitute a separate offense. In addition to any other remedy available herein or and at law or equity to the City, the City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this ordinance and to abate nuisances maintained in violation thereof.

SECTION 45. Revocation of Franchise. In addition to all other rights and powers herein or otherwise enjoyed by the City, the City shall have the additional and separate right to revoke a franchise and all rights and privileges of the franchisee as a result of and in response to any of the following events or reasons:

(a) Franchisee fails to remedy violation of a term, condition, or any provision of this franchise agreement or federal or state law whether the same be committed by act or omissions, within thirty (30) days following the date upon which franchisee receives written notice of such violation; or

(b) Any provision of this franchise agreement is adjudged by a Court of Competent Jurisdiction to be invalid or unenforceable and said judicial act and declaration is deemed by the Governing Body to constitute such a material consideration for the granting of the franchise as to cause the same to become null and void; or

(c) Franchisee is adjudged bankrupt, becomes insolvent, suffers a transfer of its properties pursuant to an action of its creditors upon an instrument or judicial declaration securing said creditors' interest in said properties, and thereafter the same be not redeemed by franchisee within thirty (30) days from the date of said transfer, or franchisee is otherwise unable or unwilling to pay its debts and obligations as the same accrue; or

(d) Franchisee commits an act of fraud or deceit against the City in obtaining the grant of the franchise herein conferred, or upon being granted franchisee commits such an act against the City.

SECTION 46. City's Failure to Enforce. The City's failure to enforce and remedy any noncompliance by franchisee of the terms and conditions of this franchise agreement shall not constitute a waiver of the City's rights nor a waiver of franchisee's obligations as herein provided.

SECTION 47. Time is of the Essence. Whenever this franchise agreement sets forth any time for any action to be performed by or on behalf of franchisee, such time shall be deemed of the essence; and any failure of franchisee to perform within the time so specified shall be considered a violation of the agreement and grounds for the City to revoke the franchise granted, subject to procedural requirements stated herein.

SECTION 48. Periodic Evaluation and Review. The City and franchisee acknowledge and agree that the field of telephone communications is a rapidly changing one that may see many regulatory, technical, financial, marketing and legal changes during the term of this franchise agreement. Therefore, to provide for the maximum degree of flexibility in this franchise agreement, and to help achieve a continued, advance and modern telephone communications system, the following evaluation and review provisions will apply:

(a) Upon a significant change in the law or the technology relating to franchisee's system, the City may request evaluation and review sessions at any time during the term of this franchise agreement and franchisee shall cooperate in such review and evaluation; provided,

however, that there shall not be more than one (1) evaluation and review session during any calendar year.

(b) Topics that may be discussed at any evaluation and review session include, but are not limited to, rates, the system performance, features and services, municipal uses of franchisee's service, judicial rulings, FCC rulings and any other topics that the City or franchisee may deem relevant and that the City has a legal basis for reviewing.

(c) During an evaluation and review session, franchisee shall full cooperate with the City and shall provide without cost such reasonable information and documents as the City may request to perform the evaluation and review.

(d) As a result of an evaluation and review session, the City or franchisee may determine that a change in the system or in the terms of this franchise agreement may be appropriate. In that event, either the City or the grantee may propose modifications to the system or the franchise. Franchisee and the City shall, in good faith, review the terms of the proposed changes and any proposed amendments to this franchise agreement and seek to reach agreement on such change or amendment when the change or amendment is not inconsistent with the terms of this franchise agreement, or with applicable law or regulations, and the change or amendment is technically feasible, economically reasonable and will not result in a material alteration of the rights and duties of the parties under this franchise agreement.

SECTION 49. Franchisee Promise to Not Interfere with Other City Agreements. Franchisee agrees to not interfere with other agreements between the City and other franchise operators. Specifically, if the City requires or negotiates to have another franchise operator that franchisee has contracted to use that franchise operator's poles bury their cables, franchisee will not interfere with the agreement and/or prevent the other franchise operator to bury their lines. In the event that the facilities of such other franchise operator are placed underground for any reason, then franchisee shall not try to prevent the other franchise operator from this action, and likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost. Certain of franchisee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures. Franchisee also agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Wherever other franchise operators have buried their wires, franchisee will do the same. This includes attachment to residents and office buildings.

SECTION 50. Take Effect. This ordinance is made under and in conformity with the laws of the State of Kansas and shall take effect and be in force after the expiration of 60 days from the date of final passage by the Governing Body and after publication in the official City newspaper for two consecutive weeks following final passage.

First Reading: 5/19/97; Second Reading: 6/2/97; Third Reading: 6/16/97

Passed by the Council the 20th day of October, 1997.

Approved by the Mayor the 20th day of October, 1997.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

R.S. Wetzler, City Attorney

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Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

NOTICE OF HEARING: BROOKS FIBER COMMUNICATIONS OF MO--6/10/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

June 11, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

NOTICE OF HEARING

First published in The Legal Record, Tuesday, June 10, 1997.

CITY OF LEAWOOD, KANSAS

NOTICE OF HEARING

NOTICE OF HEARING ON PROPOSED TELECOMMUNICATIONS FRANCHISE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, AND BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.

Notice is hereby given that the Governing Body of the City of Leawood, Kansas, will meet on Monday, the 7th day of July, 1997, at seven-thirty (7:30) P.M., at the Leawood City Hall Council Chambers, 4800 Town Center Drive, for the purpose of holding a public hearing as provided by K.S.A. 12-2007 to consider the proposed franchise agreement regarding the installation of a telecommunications system network by Brooks Fiber Communications of Missouri, Inc. The third reading of the proposed franchise ordinance will occur at the June 16, 1997, Council meeting, and final action will be taken following the hearing on July 7, 1997.

Written or oral objections will be considered at the meeting. All persons desiring to be heard with reference to the proposed franchise agreement shall be heard at this hearing.

Martha Heizer
Martha Heizer, City Clerk
City of Leawood

$10.54

ORD1694

Publication Fees: $556.06

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 2 consecutive week(s), as follows:

ORDINANCE NO. 1694--10/28/97, 11/4/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

November 5, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$556.06

ORDINANCE NO. 1694

First published in The Legal Record, Tuesday, October 28, 1997.

ORDINANCE NO. 1694

AN ORDINANCE GRANTING A FRANCHISE TO BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC., ITS SUCCESSORS, TRANSFEREES, AND ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A TELEPHONE TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAWOOD, KANSAS, AND THE RIGHT TO USE AND OCCUPY THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES OF SAID CITY FOR SUCH PURPOSES.

WHEREAS, the City of Leawood, Kansas ("City"), a municipal corporation, duly organized and existing under the laws of the State of Kansas, has the right under statute to grant a franchise to construct, operate and maintain a telecommunications system in said City; and

WHEREAS, Brooks Fiber Communications of Missouri, Inc., desires to install a fiber optic telecommunication system for the purposes of providing local telephone services residents and businesses in the Greater Kansas City Metropolitan area; and

WHEREAS, in order to achieve the above said goal it is necessary for Brooks Fiber Communications of Missouri, Inc. to place such fiber optic cables in the public right-of-way; and

WHEREAS, Brooks Fiber Communications of Missouri, Inc. has applied to the City for a franchise in order to operate its system; and

WHEREAS, any such permission to use the public right-of-way requires a franchise to be granted by the City in accordance to K.S.A. 12-2001 et. al; and

WHEREAS, pursuant to K.S.A. 12-2007, the Governing Body of the City did order publication of a notice of a hearing to be held on July 7, 1997, to afford the public in the franchise area, as well as the public-at-large, an opportunity to comment on the proposed franchise agreement, a copy of which was on file in the office of the City Clerk; however, said hearing was continued by the Governing Body, and was held on October 20, 1997; and

WHEREAS, said notice of hearing was published on June 10, 1997 in the official City newspaper; and

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION 1. **Grant.** Franchisee is granted permission to erect, install, construct, repair, replace, and maintain franchise system, supporting structures, appurtenances, and other property in connection with the operation of the franchise in, on, over, under, upon, along and across the right-of-way as depicted in Exhibit A, and as approved in the future by the Public Works Department for the purposes of constructing, operating, and maintaining franchise properties for the origination, reception, transmission, amplification, and/or distribution of telecommunications and/or telecommunications services. Franchisee is responsible for any permits and permit fees required by the Public Works Department. This agreement shall also apply to any open video system. This agreement does not authorize the construction or operation of a cable system. Nothing in this agreement is intended to authorize the City to seek from or to require franchisee to obtain a franchise for an open video system. This agreement does not authorize franchisee to construct or operate an open video system without paying the fee on the 'gross revenues' (as defined in the context of an open video system) of the system operator for the provision of cable service in lieu of a franchise fee, pursuant to and in the manner described in 47 U.S.C. § 573(c)(2)(b) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573, nor does it limit in any way the City's authority or discretion with respect to open video systems.

SECTION 2. **Use of Franchisee's Facilities by Other Provider.** Franchisee shall not lease, license contract or otherwise allow the use of its facilities by any other provider of local services to the City ("third party") unless the third party has a franchise or license with the City, or franchisee has obtained the prior written consent of the City. The rights to use right-of-way granted hereunder to franchisee are for the exclusive benefit of franchisee only. Franchisee has no authority to allow a third party, including such franchisee's subsidiary or affiliate, to occupy or acquire rights to occupy the right-of-way under this franchise agreement. Franchisee shall inform the city administrator of any such agreements with third parties within thirty (30) days of signing the contract. In the event franchisee enters into such an agreement with a third party who does not have a franchise with the City, and franchisee has not notified the City, then franchisee shall be in default under Section 44 and 45 of this agreement. Nothing in this section shall prevent franchisee from providing telecommunications or telecommunications services to any third party, subsidiary or affiliate, including, for example, through interconnection or resale arrangements authorized by federal or state law, even though such telecommunications or telecommunications services are to be provided over such franchisee's facilities in the right-of-way within the City limits.

SECTION 3. **Nonexclusive Clause.** The privilege to construct, erect, operate and maintain franchisee's system and to use or to occupy the public right-of-way is nonexclusive. The City expressly reserves the right to grant other nonexclusive franchises to other persons. However, no such additional franchise shall in any way affect the rights or obligations of franchisee. The City may, in its sole discretion, limit the number of franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations such as: (1) the capacity of the public right-of-ways to accommodate multiple cables, conduits, and pipes; (2) the impact on the community of having multiple franchises; (3) the disadvantages that may result from franchise competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the right-of-way; (4) the financial capabilities of the applicant and its guaranteed commitment to make necessary investments to erect, maintain and operate the proposed system for the duration of the franchise term.

SECTION 4. **Severability.** If any section, provision, paragraph, sentence, clause or phrase of this franchise agreement is held to be invalid or unconstitutional for any reason, the language in question shall be considered to be a separate, distinct and independent part of this franchise agreement, and such holding shall not affect the validity and enforceability of any other language of this franchise agreement.

SECTION 5. **Federal, State and City Jurisdiction.** This franchise agreement shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this franchise agreement to the contrary, the construction, operation and maintenance of franchise system by franchisee or his agent shall be in accordance with all laws and regulations of the United States and the several states and any political subdivision thereof, or any administrative agency thereof, having jurisdiction over said franchise systems. In addition, franchisee shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. Franchisee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. Finally, franchisee's failure to comply with any law or regulation governing the operation of said franchise system may result in a forfeiture of the franchise in accordance with Sections 44 and 45 of this franchise agreement.

SECTION 6. **Force Majeure.** Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond franchisee's or the City's control.

SECTION 7. **Definitions.** For the purpose of this franchise agreement, the following words and phrases and their derivations shall have the following meaning:

"Cable" -- shall include both the traditional coaxial cable used to transmit signals of high frequency, and fiber optic cable that consists of a bundle of thin insulated glass strands used to transmit data, voice, video and other communications, and any other assembly of materials so classified generically as cable.

"City" -- shall mean the City of Leawood, Kansas, a municipal corporation, or its successors, and shall include when appropriate to the use of the term in context, the territorial boundaries of the City as now constituted or as shall hereafter exist.

"Facilities" --shall mean franchisee's lines, conduits, wires, cables, pipes, poles, towers, vaults, appliances, and equipment, either under or above ground necessary for the franchise system operation.

"Franchise" -- shall mean the agreement between the City and franchisee, or the right of franchisee to operate telecommunications or telecommunications services within the City's right-of-way.

"Franchisee" -- shall mean Brooks Fiber Communications of Missouri, Inc., or its successors, transferees, or assigns.

"Franchise Fee" -- shall mean any tax, fee or other assessment of any kind imposed by the City on franchisee, subscriber, or both, solely because of their status as such. It shall not include: (1) any tax, fee, or assessment of general applicability including any which are imposed on franchisee; (2) requirements or charges incidental to the awarding or enforcing the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages, or (3) any other fee imposed by federal, state, or local law.

"Franchise ordinance" or "Franchise agreement" -- shall mean the ordinance passed to grant the telecommunications franchise to franchisee. The ordinance shall operate as an agreement or contract between the City and franchisee and shall be subject to the laws of the State of Kansas.

"Governing Body" -- shall mean the present legislative body of the City of Leawood, Kansas; or any successor to the legislative powers of the present Governing Body;

"Gross Annual Revenues" -- shall mean all revenues of franchisee derived, directly or indirectly, from franchisee's activities and operations, including from all activities and operations directly or indirectly attributable to the offering, rendering, selling, including the selling for resale, and/or delivering, transmitting, furnishing, supplying or providing telecommunications and/or telecommunications service, in the City limits throughout the term of the franchise unless specifically excluded herein. 'Gross annual revenue' is not to be reduced by any commissions or expenses. "Gross annual revenue' includes without limitation all revenues identified in the following Uniform System of Accounts ("USOA"), 47 C.F.R. Part 32, irrespective of how franchise keeps or is required to keep its books or accounts and irrespective of whether franchisee's revenue attributable to such accounts is regulated or unregulated:

USOA Accounts §32.5000 through §32.5069
USOA Accounts §32.5100 through §32.5169
USOA Accounts §32.5200 through §32.5270
USOA Accounts §32.5280

In addition and to the extent not included in the above USOA accounts, 'gross annual revenue' shall include: all cash, consideration, credit and property of any kind, late charges and forfeited discounts, installation and service charges; the amount of any franchise fee hereunder, irrespective of whether funds for payment of such fee are separately collected for payment of such fee; and otherwise any and all consideration derived directly or indirectly from telephone company's activities as aforesaid. Examples of 'gross annual revenue' include but are not limited to: recurring local exchange services, including recurring local basic exchange service (business and residential), irrespective of whether any such service is deemed essential, competitive, regulated or unregulated; TouchTone calling; Optional calling services; recurring local exchange service for semi-public and private pay telephone service; directory assistance; line status verification/busy interrupt; operator service; customer local area signaling services, including but not limited to, automatic call back, automatic recall, calling number identification, selective call rejection, selective call acceptance, selective call forwarding, distinctive ringing and customer originated trace; ISDN (Integrated Services Digital Network) and all other derived channel services; enhanced services; long distance and toll message; private leased circuit or channel services; local exchange service(s) sold or otherwise provided for resale; long distance service(s) sold or otherwise provided for resale; commercial or private mobile radio services (fixed or mobile), including but not limited to cellular telephone services, mobile data transmission and personal communications services; and any and all nonrecurring charges. PROVIDED HOWEVER, 'gross annual revenue' shall not consist of: amounts included under USOA Accounts §32.5300 through §32.5302; intra-state and interstate access revenue subject to treatment under USOA Accounts §32.5080 through §32.5084; any assessment revenues for the Kansas universal service fund; any consideration under any reciprocal arrangement for interconnection to any other telephone company to which this ordinance applies, including for telephone company-to-company network customer intercommunication; any consideration for providing network elements to any other telephone company to which this ordinance applies. All revenue, unless specifically excluded, is 'gross annual revenue.'

"Normal Operating Conditions" -- shall mean those service conditions that are within the control of franchisee. Those conditions that are not within the control of franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and significant legislative or regulatory requirements. Those conditions which are ordinarily within the control of franchisee include, but are not limited to, special promotions, regular peak or seasonal demand periods, and maintenance or upgrade of the system.

"Open video system" -- shall mean a facility described in and subject to 47 U.S.C. § 573 and applicable regulations of the FCC.

"Person" -- shall mean any individual or association of individual, or any firm, partnership, corporation, limited liability company, trust or other business or government organizations.

"Public improvement" -- shall mean any existing or contemplated public facility, building or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and public projects.

"Public project" -- shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or public improvements, or any other purpose of public nature.

"Right-of-way" -- shall mean present and future streets, roadways, sidewalks, highways, alleys, public rights-of-ways, and public easements, including easements dedicated in plats and parks or recreational areas, of the City of Leawood.

"Street" -- shall mean any public street, roadway, highway, alley, or other public right-of-way now or hereafter subject to the jurisdiction and regulation of the City as provided by the laws of the State of Kansas and as subsequently amended thereof.

"System" -- shall mean equipment or facilities located within the City and designed and constructed for the purposes of conducting the franchise operations and providing service to subscribers.

"Subscriber" -- shall mean any person who receives services from franchisee services.

"Telecommunications" -- shall mean the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received, as meant by 47 U.S.C. §153(43), any successor statute of similar import and implementing regulations and interpretations of the FCC.

"Telecommunications service" -- shall mean the offering of telecommunications for a fee directly to the public, or to such classes or users as to be effectively available directly to the public, regardless of the facilities used, as meant by 47 U.S.C. §153(46), any successor statute of similar import and implementing regulations and interpretations of the FCC.

SECTION 8. **Franchisee is Without Remedy Against the City.** Franchisee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this franchise agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the franchise granted. Second, franchisee expressly acknowledges that it accepted the franchise granted in reliance upon its independent and personal investigation and understanding of the power and authority of the City to grant the franchise conferred upon franchisee. Third, franchisee acknowledges by its acceptance of the franchise that it has not been induced to enter into the franchise upon any understanding, or promise, whether given verbally or in writing by or on behalf of the City, or by any other person concerning any term or condition of this franchise not expressed in this franchise agreement. Finally, franchisee acknowledges by the acceptance of the franchise that it has carefully read the provisions, terms, and conditions of this franchise agreement and is willing to, and does accept, all of the risk attendant to the provisions, terms, and conditions

SECTION 9. **Duty to Indemnify the City.** Franchisee shall fully indemnify, release, defend and hold harmless the City, the members of the Governing Body, the mayor, and all other officials, employees and agents of the City when acting in their capacity as municipal officials, employees and agents, from and

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against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees or otherwise. Nothing herein shall be deemed to prevent the City, the members of the Governing Body, the mayor, and all other officials, employees and agents when acting in their capacity as municipal officials, employees and agents from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve franchisee from its duty to defend against liability or its duty to pay any judgment entered against the City, the members of the Governing Body, the mayor, and all other officials, employees and agents.

SECTION 10. Liability Insurance Requirement. Franchisee shall file with the City Clerk evidence that franchisee has liability insurance with a company licensed to do business in the state with a rating by Best of not less than "A," in an amount not less than the minimums as set by the City, to protect the City, the members of the Governing Body, the mayor, and all other officers, boards, commissions, agents, and employees from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by the operation of franchisee's system, or alleged to so have been caused or occurred, for an amount not less than the minimums as carried by the City. As of April 1, 1997, the amount of insurance shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate. The City reserves the right to adjust the coverage limit requirements no more than every five (5) years.

SECTION 11. Performance Bond Requirement. Franchisee shall at all times during the term of the franchise maintain in full force and effect a corporate surety bond in a form approved by the City Attorney, in an amount of $50,000, for a term consistent with the term of this franchise agreement plus one additional year, conditioned upon franchisee's faithful performance of the provisions, terms and conditions of the franchise granted and conferred by ordinance. An annual bond automatically renewed yearly during this period shall satisfy this requirement. In the event the City shall exercise its right to revoke the franchise as granted herein, then the City shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

SECTION 12. City's Right to Audit and Access to Records. Upon operation of services within the City, franchisee shall file in the office of the City Clerk a financial statement prepared by a certified public accountant or person otherwise satisfactory to the City, showing gross revenues of franchisee, and said receipts. The City may arrange for and conduct audits of the necessary financial records of franchisee upon proper notice. Any discrepancy between a said audit and any reports filed by franchisee which results in the City's receiving a lesser sum than that which is due and owing from franchisee will be determined and paid forthwith to the City, including interest on said amount at the statutory rate. Further, the City's acceptance of any payment determined as hereinbefore provided to be deficient shall not be construed as a release of liability from the City or an accord or satisfaction of any claim that the City may have for additional sums owed by franchisee as provided for in this franchise agreement. In addition to access to the records of franchisee for audits, franchisee shall provide reasonable access to records necessary to verify compliance with the terms of this franchise agreement, including any copies of petitions, applications and communications submitted or filed by franchisee with the Federal Communications Commission, the Kansas Communications Commission, the Kansas Corporations Commission, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of franchisee's system so far as the same effects or will affect franchisee's service or operation within the City. Failure to provide access to the records of franchisee shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise granted under this franchise agreement should such a violation occur.

SECTION 13. System Mapping Requirement. Within sixty (60) days of completion of initial or any additional construction, franchisee shall provide the City Clerk a complete set of plans with accurate and complete information in an AutoCAD format compatible with the City's Geographic Information System (GIS) showing and describing the exact locations, both horizontal and vertical, of all facilities constructed and existing within the public right-of-way and private easements. Such mapping and identification shall be at the sole expense of franchisee.

SECTION 14. Description of Use Requirement. Franchisee shall be required to provide the City with a current description of the use and services using property within the City right-of-way. To satisfy this requirement, franchisee may provide the City with a copy of its certificate from the Kansas State Corporation Commission describing the nature of franchisee's service as a Competitive Local Exchange Carrier ("CLEC"). In the event franchisee changes or adds to these services, franchisee is required to notify the City.

SECTION 15. Exclusive Benefit of Franchise Right by Franchisee. The rights granted to franchisee by this franchise agreement to use the public right-of-way shall be for the sole use of franchisee. Franchise use is limited to the use that franchisee has filed with the City in accordance with Section 14 of this agreement. These rights are for the exclusive benefit of franchisee, except where use by the City is allowed under the terms of this agreement. No other party may use franchisee's right, unless otherwise authorized by the City.

SECTION 16. Transferability of Franchise. Franchisee shall not sell, transfer, lease, assign, sublet or dispose of its system, system capacity, or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, without prior approval of the Governing Body provided that such approval shall not be unreasonably withheld and may be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under this franchise agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose the franchise or its system not conforming with the requirements of this section shall be null and void. This provision shall not apply to sale of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the franchise. Any violation of this section shall enable the City to revoke or modify this franchise agreement. The following events shall be deemed to be a sale, assignment or other transfer of the franchise and/or system requiring compliance with this section:

(a) the sale, assignment or other transfer of all or a majority of franchisee's assets;

(b) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in franchisee;

(c) the issuance of additional capital stock or partnership, membership or other equity interests by franchisee so as to create a new controlling interest in franchisee; and

(d) the entry by franchisee into an agreement with respect to the management or operation of franchisee and/or system.

For the purpose of determining whether it shall consent to such change, transfer, or acquisition or control, the City may inquire into the qualifications of the prospective transferee or controlling party, and franchisee shall assist the City in any such inquiry. In seeking the City's consent to any change of ownership or control, franchisee shall have the responsibility of insuring that the transferee completes an application for a franchise agreement in form and substance reasonably satisfactory to the City to be submitted not less than ninety (90) days prior to the date of transfer. If, after considering the legal, financial, character and technical qualities of the applicant and determining that they are satisfactory, the City shall find that such transfer is acceptable and assign the rights and obligations of such franchise to the transferee or controlling party. The consent of the City to such transfer shall not be unreasonably denied.

SECTION 17. Notice of Filings with Regulatory Agencies. Franchisee is hereby required to file in the office of the City Clerk copies of any and all petitions, applications, and communications submitted or filed by franchisee with the Federal Communications Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of a franchise system within the City.

SECTION 18. Renegotiation During Term of Franchise. The City or the franchisee may renegotiate the franchise during the term of the franchise for any reason set forth herein:

(a) New Developments. It shall be the policy of the City to amend reasonably or renegotiate this franchise agreement upon the application of new technologies when necessary, to enable franchisee to take advantage of new developments, services or material improvements to existing technology and services during the term of the franchise.

(b) Sale or Transfer. The sale or transfer of franchisee's system or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person may be grounds for renegotiation of the franchise during the term of the franchise. Transfer includes the leasing of excess system capacity when such capacity is leased to a person who has not obtained a franchise agreement with the City.

(c) Expansion of Service. In the event franchisee desires to expand the services of its system beyond the plans agreed upon, such expansion shall not commence without notification and/or renegotiation of this franchise agreement. The City shall exclusively decide if renegotiation is necessary.

(d) Local Equity. In the event franchisee is granted a system franchise in any other political subdivision within Johnson County, Kansas, and the provisions of such franchise are more favorable to such political subdivision than the provisions of this franchise agreement, then the City shall have the right to request franchisee to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions contained in the franchise of the other political subdivision. Likewise, if the City grants a franchise to a similar type of franchise operator, and the provisions of such franchise are more favorable to that franchise operator, then franchisee shall have the right to request the City to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions. The parties may offer evidence and statements distinguishing any such other franchise from the franchise granted under this franchise agreement, or evidence of the existence of state or federal laws or rules preventing either party from making the change requested. In the event the City or franchisee shall request to amend and modify the franchise in the manner hereinabove provided, and the requesting party determines that the other party has not offered sufficient evidence and statements to justify its not conforming to the request, then, either party may refer the request for arbitration as provided for in the laws of the State of Kansas then existing and the decision of the arbitrator shall be binding and conclusory upon said parties (except that the arbitrator may not compel either party to be in noncompliance with any state or federal law or rules which take precedence over this franchise agreement). Finally, in the event a request is submitted for arbitration, the arbitrator may not consider, nor shall the arbitrator effect, the then existing provisions of the franchise except as herein provided.

(e) New Unified Telecommunications Franchise Policy. Both parties are aware that the City is currently drafting a new uniform telecommunications franchise ordinance to apply to all telecommunications providers within the City. In the event the City is ready to uniformly apply such a franchise ordinance to all telecommunications providers, including Southwestern Bell, then either party may terminate this agreement.

SECTION 19. Subscriber Rates. Franchisee charges to subscribers will comply with all applicable federal and state regulations. Franchisee shall file with the City Clerk a schedule of current rates in effect. When provided so by state or federal law, the Governing Body may at any time during the existence of this franchise agreement fix a reasonable schedule of maximum rates to be charged to the City and its residents.

SECTION 20. Franchisee's Operating Regulations. Franchisee shall have the authority to promulgate such rules, regulations and conditions governing the conduct of its business as shall be reasonably necessary to enable franchisee to exercise its rights and to perform its obligations under its franchise or City policy, and to assure an uninterrupted service to its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this franchise agreement. Franchisee shall file with the city clerk a statement of services offered, rules, regulations, terms and conditions, and any changes to such services, rules, regulations, terms and conditions.

SECTION 21. Franchisee Information. Franchisee shall designate a person familiar with the system, who is responsible for timely satisfying the information needs of the City and other users of the right-of-way.

SECTION 22. Rights Reserved to the City. In addition to any rights specifically reserved to the City by this franchise agreement, the City reserves to itself every right and power available to it under the constitutions of the United States and the State of Kansas, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety, welfare, and morals. Nothing in this franchise shall limit or govern the right of the City to exercise its municipal authority to the fullest extent allowed by law. Franchisee further agrees to conduct its activities in accordance with all municipal ordinances, as amended from time to time. The City shall have the right to waive any provision of the franchise, except those required by federal or state regulation, if the City determines: (1) that it is in the public interest to do so, and (2) that the enforcement of such provisions will impose an undue hardship on franchisee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. The waiver of any provision in any one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.

SECTION 23. Use of Public Right of Way. In the use of right-of-way under this franchise agreement, franchisee shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules and regulations adopted by governmental bodies now or hereafter having jurisdiction. In addition, franchisee shall be subject to all technical specifications, design criteria, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalks, and pavement cuts, utility location, construction coordination, surface restoration, and other requirements on the use of the right-of-way.

SECTION 24. Preference of Franchise System Placement.

(a) Preferred Placement. All system facilities along abutting or adjacent to the public right-of-way installed in the City of Leawood shall use and occupy the public right-of-way if at all possible. The City discourages the use of private easements for the placement of system facilities. If private easements are necessitated, franchisee shall cooperate with the City by informing City staff of the location of any and all private easements expected to be negotiated. The City does hereby expressly reserve the right to make certain requests on the placement of utilities in private easements in order to limit or eliminate future street improvement relocation expenses. In the event of expansion of the right-of-way by the City, franchisee shall be responsible for any relocation expenses in the event it is necessary to relocate franchisee's system.

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(b) Placement Standards. All facilities constructed or relocated within the right-of-way shall be placed underground unless otherwise agreed to by the City through the Public Works Department or by this agreement. Franchisee agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Underground placement of facilities shall comply with all existing City standards as well as the following standards:

(1) Cables shall be buried a minimum of 24 inches below finished grade along improved streets, or 24 inches below proposed finished grade adjacent to unimproved streets.

(2) Cables shall be buried no closer than 3 feet from the existing back of the curb and gutter preferably as far from the curb and gutter as possible.

(3) Facilities shall be placed in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's technical specifications and design criteria.

(4) Franchisee shall not erect any poles within the City unless approval is obtained in advance from the City. Above ground placement of facilities shall comply with the standards provided by the City.

(c) Above Ground Placement on Another Franchisee's Distribution Facilities. In those areas of the City where franchisee's cables are located or to be located on the above-ground transmission or distribution facilities of another franchise operator (for example telephone poles), in the event that the facilities of such other franchise operator are placed underground, then franchisee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost.

SECTION 25. System Construction Standards. The construction, reconstruction, installation, operation, testing, use, dismantling and maintenance of the properties and facilities of franchisee's system shall be in accordance with good engineering practices and shall be in compliance with present and future laws, ordinances and regulation, including the National Electric Code, the National Electrical Safety Code, the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated by federal, state, City and any other political subdivisions thereof or an administrative agency with jurisdiction. All transmission and distribution structures, lines and equipment erected by franchisee within the City shall be so located as to cause minimum interference with the proper use of streets, easements and swales, sidewalks, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, easements and swales, sidewalks, alleys or other public ways and places. Franchisee shall not construct or reconstruct any of its franchise system located upon, over, under or within the public streets or public ways of the City without first having submitted in writing a description of its planned improvement to the Director of Public Works of the City and having received a permit for such improvement from said Director. All poles and above ground facilities need to be in compliance with current City standards.

SECTION 26. Franchise System Construction / Repair / Maintenance.

(a) Permits Requirement. Prior to any work being done within existing public right-of-way, franchisee or its agent shall first obtain approval and any necessary permits from the City's Public Works Department.

(b) Notice of Work. Franchisee shall notify the City not less than five (5) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency as reasonably determined by franchisee, no such closure shall take place without notice and prior authorization from the City. The City shall follow its policies in the granting or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

(c) Safety. Franchisee shall at all times employ a standard of care attendant to the risks involved and shall construct, operate and maintain commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury and nuisance to the public. Additionally, all facilities shall be kept in a suitable condition and in good order and repair so as not to endanger or interfere with pedestrian or vehicular traffic on City streets.

(d) Disturbances and Damages. Any disturbance or damage to a street or public property caused by franchisee during the course of constructing, operating or maintaining its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage in accord with the City's established public works standards at the sole expense of franchisee. Franchisee shall promptly, but not more than thirty (30) days, repair and replace all materials, sidewalks, pavings, utilities, or other improvements of any kind injured or removed by franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense.

(e) City Inspection of Activities and System. At the completion of any work done within the existing public right-of-way, franchisee must notify the City's Public Works Department. Inspections of completed work may be performed and franchisee shall be responsible for the costs to perform such inspection. Failure to notify the City of the completion of work or failure to comply with the inspection process shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise should such a violation occur. Upon forty-eight (48) hours written notice, and during normal business hours, franchisee shall permit examination by any duly authorized representative of the City of all franchise property and facilities situated within the City, and all records relating to the franchise, provided they are necessary to enable the City to carry out its regulatory responsibilities under local, state and federal law, and this franchise agreement. Such records include, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records or request for service, and other like materials of franchisee. Franchisee shall have the right to be present for any such examination. If any such records are proprietary or must be kept confidential by state, federal or local law, upon proper request by franchisee, such information obtained during such an inspection shall be treated as confidential, making it available only to those persons, who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

(f) Vegetation. Franchisee shall have authority to trim trees and shrubbery upon and overhangi streets, alleys, sidewalks, and other public places of the City so as to prevent such tre roots and shrubbery from coming in contact and interfering with the facilities franchisee. All trimming shall be at the sole expense of franchisee. Franchisee sh have sole liability for any damages caused by the trimming of any roots.

(g) Office Buildings and Residences. In the event franchisee decides to offer services businesses or residents in the City, franchisee shall bury their cables and wires whe other franchise operators have buried their cables and wires between the pole and t building or residence, and that franchisee will not place the wire over the parking lot yard.

SECTION 27. Requirement to Coordinate Construction / Repair / Maintenance Activities. Prior the end of each calendar year, the City will provide franchisee with a copy of the City's annual capit improvements program. At the same time, franchisee shall provide the City with similar informatio including advance notice of all known new construction and all relocation of facilities located in the Ci public right-of-way or in private easement within the City proposed for the following year. Constructio shall be coordinated and scheduled to minimize public inconvenience, disruption and damage to the publ right-of-way.

SECTION 28. Requirement to Temporarily Move Wires. On the request of any applicant havin satisfied city procedure and ordinances, franchisee shall remove or raise or lower its wires temporarily permit the moving of houses or other structures. The expense of such temporary removal, raising lowering of wires shall be paid by the party or parties requesting the same, and franchisee may require su payment in advance. Franchisee shall be given not less than fifteen (15) days written notice from t applicant detailing the time and location of the moving operations, and not less than 24-hours advan notice from the applicant advising of the actual operation.

SECTION 29. Use of Facilities by Other Parties. In the event franchisee places part of its syste underground, franchisee shall allow other franchise operators access to franchisee's conduits, ducts a pipes for the cables and wires of the other franchise operators. Franchisee may charge a reasonable fee f such access, which fee will be part of the gross revenues of the franchise. The City shall have the right t install and maintain, free of charge, upon the poles and within the underground pipes and conduits franchisee, any wires and fixtures desired by the City to the extent that such installation and maintenanc does not interfere with existing operations of franchisee.

SECTION 30. Removal of Franchise System. Franchisee shall promptly remove from the publ streets and other public ways where its properties are located, all or any part of its facilities or properties located when franchisee ceases to use any part, or all of its franchise system for a continuous period twelve months, or when the franchise is terminated, forfeited, revoked or declared void pursuant to notic as provided elsewhere in this franchise agreement, unless otherwise authorized and permitted by the Cit Franchisee shall be entitled to receive notice in writing from the City setting forth one or more of th violations provided in this franchise agreement. Franchisee shall have one hundred eighty (180) days fro the date upon which said notice is received to remove said properties as required. Such removal shall b performed by franchisee at the sole expense of franchisee. Any disturbance or damage to a street or publi property caused by franchisee during the course of removal of its system facilities shall be replaced restored to as good or better condition as before the disturbance or damage at the sole expense franchisee. The City Public Works Director or his agent shall have the full and exclusive authority t determine if the quality of such replacement or restoration is adequate and satisfactory. In the event suc street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or hi agent shall have the authority to require franchisee to do any necessary work to place the street or propert in such condition, or the City can do or contract for such work to be done at franchisee's sole expense. Th insurance, indemnity and bond provisions of this franchise agreement shall remain in full force and effe during the entire term of removal.

(a) Failure to Remove System. If franchisee fails to commence removal of its system within one hundred eighty (180) days subsequent to receipt of notice to remove the system or i removal is not completed within one (1) year subsequent to receipt of notice to remove the system, the City shall have the right to:

(1) Claim Ownership. The City may declare the system abandoned and all right, title and interest to the system to be in the City with all rights of ownership including, but not limited to, the right to operate the system or transfer the system to another for operation. Franchiser shall receive no compensation; or

(2) Remove at Franchisee's Expense. The City may declare the system abandoned and cause the system to be removed at no cost to the City. The cost of the removal shall b recoverable pursuant to the insurance, indemnity and bond provisions of this franchise agreement or from franchisee directly.

(b) Abandoned Property. Any property abandoned by franchisee that the City claims as hereinabove allowed shall become the property of the City and franchisee agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the City. Additionally, any notice given by the City as provided hereinabove, shall be deemed notice to any other persons claiming interest in said property of franchisee, and said persons shall be subject to all the provisions hereinbefore provided.

SECTION 31. No Liability for City Damage to Franchise System. It shall be the sole responsibility of the franchisee to take adequate measures to protect and defend its facilities in the right-of-way from harm or damage. The City shall not be liable for any damage to or loss of any of franchisee's facilities within the public right-of-way or private easement as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including any public works or public improvement work by or on behalf of the City, unless such damage or loss is directly and proximately caused by willful, intentional or malicious acts of the City. Franchisee shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the franchisee to perform any of its obligations under this ordinance unless the damaged party is solely responsible for the harm or damage by its negligence or intentionally caused harm.

SECTION 32. City's Right Preeminent. The privilege to use or occupy the public right-of-way granted to franchisee under this franchise agreement shall in all matters be subordinate to the City's right to use or occupy the public right-of-way. Without limitation upon the rights which the City might otherwise have, the City does hereby expressly reserve the right to exercise its governmental powers, now or hereafter vested in or granted to the City.

(a) Relocation for Public Improvements. Within ninety (90) days of written request from the City, franchisee shall forthwith remove, relocate, reinstall or adjust its facilities or any such property within the public right-of-way or private easements when removal, relocation reinstallation or adjustment is necessary for any public improvement or public project. Such removal, relocation reinstallation or adjustment shall be performed by franchisee at the sole expense of franchisee.

(b) Emergency Access. The City retains the right to cut or move any facilities located within the public right-of-way as may be determined necessary, appropriate or useful in response to any public health or safety emergency.

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(b) Placement Standards. All facilities constructed or relocated within the right-of-way shall be placed underground unless otherwise agreed to by the City through the Public Works Department or by this agreement. Franchisee agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Underground placement of facilities shall comply with all existing City standards as well as the following standards:

(1) Cables shall be buried a minimum of 24 inches below finished grade along improved streets, or 24 inches below proposed finished grade adjacent to unimproved streets.

(2) Cables shall be buried no closer than 3 feet from the existing back of the curb and gutter preferably as far from the curb and gutter as possible.

(3) Facilities shall be placed in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's technical specifications and design criteria.

(4) Franchisee shall not erect any poles within the City unless approval is obtained in advance from the City. Above ground placement of facilities shall comply with the standards provided by the City.

(c) Above Ground Placement on Another Franchisee's Distribution Facilities. In those areas of the City where franchisee's cables are located or to be located on the above-ground transmission or distribution facilities of another franchise operator (for example telephone poles), in the event that the facilities of such other franchise operator are placed underground, then franchisee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost.

SECTION 25. System Construction Standards. The construction, reconstruction, installation, operation, testing, use, dismantling and maintenance of the properties and facilities of franchisee's system shall be in accordance with good engineering practices and shall be in compliance with present and future laws, ordinances and regulation, including the National Electric Code, the National Electrical Safety Code, the Fiber Optic Cable installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated by federal, state, City and any other political subdivisions thereof or an administrative agency with jurisdiction. All transmission and distribution structures, lines and equipment erected by franchisee within the City shall be so located as to cause minimum interference with the proper use of streets, easements and swales, sidewalks, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, easements and swales, sidewalks, alleys or other public ways and places. Franchisee shall not construct or reconstruct any of its franchise system located upon, over, under or within the public streets or public ways of the City without first having submitted in writing a description of its planned improvement to the Director of Public Works of the City and having received a permit for such improvement from said Director. All poles and above ground facilities need to be in compliance with current City standards.

SECTION 26. Franchise System Construction / Repair / Maintenance.

(a) Permits Requirement. Prior to any work being done within existing public right-of-way, franchisee or its agent shall first obtain approval and any necessary permits from the City's Public Works Department.

(b) Notice of Work. Franchisee shall notify the City not less than five (5) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency as reasonably determined by franchisee, no such closure shall take place without notice and prior authorization from the City. The City shall follow its policies in the granting or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

(c) Safety. Franchisee shall at all times employ a standard of care attendant to the risks involved and shall construct, operate and maintain commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury and nuisance to the public. Additionally, all facilities shall be kept in a suitable condition and in good order and repair so as not to endanger or interfere with pedestrian or vehicular traffic on City streets.

(d) Disturbances and Damages. Any disturbance or damage to a street or public property caused by franchisee during the course of constructing, operating or maintaining its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage in accord with the City's established public works standards at the sole expense of franchisee. Franchisee shall promptly, but not more than thirty (30) days, repair and replace all materials, sidewalks, pavings, utilities, or other improvements of any kind injured or removed by franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense.

(e) City Inspection of Activities and System. At the completion of any work done within the existing public right-of-way, franchisee must notify the City's Public Works Department. Inspections of completed work may be performed and franchisee shall be responsible for the costs to perform such inspection. Failure to notify the City of the completion of work or failure to comply with the inspection process shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise should such a violation occur. Upon forty-eight (48) hours written notice, and during normal business hours, franchisee shall permit examination by any duly authorized representative of the City of all franchise property and facilities situated within the City, and all records relating to the franchise, provided they are necessary to enable the City to carry out its regulatory responsibilities under local, state and federal law, and this franchise agreement. Such records include, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records or request for service, and other like materials of franchisee. Franchisee shall have the right to be present for any such examination. If any such records are proprietary or must be kept confidential by state, federal or local law, upon proper request by franchisee, such information obtained during such an inspection shall be treated as confidential, making it available only to those persons, who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

(f) Vegetation. Franchisee shall have authority to trim trees and shrubbery upon and overhanging streets, alleys, sidewalks, and other public places of the City so as to prevent such trees, roots and shrubbery from coming in contact and interfering with the facilities of franchisee. All trimming shall be at the sole expense of franchisee. Franchisee shall have sole liability for any damages caused by the trimming of any roots.

(g) Office Buildings and Residences. In the event franchisee decides to offer services to businesses or residents in the City, franchisee shall bury their cables and wires where other franchise operators have buried their cables and wires between the pole and the building or residence, and that franchisee will not place the wire over the parking lot or yard.

SECTION 27. Requirement to Coordinate Construction / Repair / Maintenance Activities. Prior to the end of each calendar year, the City will provide franchisee with a copy of the City's annual capital improvements program. At the same time, franchisee shall provide the City with similar information, including advance notice of all known new construction and all relocation of facilities located in the City public right-of-way or in private easement within the City proposed for the following year. Construction shall be coordinated and scheduled to minimize public inconvenience, disruption and damage to the public right-of-way.

SECTION 28. Requirement to Temporarily Move Wires. On the request of any applicant having satisfied city procedure and ordinances, franchisee shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and franchisee may require such payment in advance. Franchisee shall be given not less than fifteen (15) days written notice from the applicant detailing the time and location of the moving operations, and not less than 24-hours advance notice from the applicant advising of the actual operation.

SECTION 29. Use of Facilities by Other Parties. In the event franchisee places part of its system underground, franchisee shall allow other franchise operators access to franchisee's conduits, ducts and pipes for the cables and wires of the other franchise operators. Franchisee may charge a reasonable fee for such access, which fee will be part of the gross revenues of the franchise. The City shall have the right to install and maintain, free of charge, upon the poles and within the underground pipes and conduits of franchisee, any wires and fixtures desired by the City to the extent that such installation and maintenances does not interfere with existing operations of franchisee.

SECTION 30. Removal of Franchise System. Franchisee shall promptly remove from the public streets and other public ways where its properties are located, all or any part of its facilities or properties so located when franchisee ceases to use any part, or all of its franchise system for a continuous period of twelve months, or when the franchise is terminated, forfeited, revoked or declared void pursuant to notice as provided elsewhere in this franchise agreement, unless otherwise authorized and permitted by the City. Franchisee shall be entitled to receive notice in writing from the City setting forth one or more of the violations provided in this franchise agreement. Franchisee shall have one hundred eighty (180) days from the date upon which said notice is received to remove said properties as required. Such removal shall be performed by franchisee at the sole expense of franchisee. Any disturbance or damage to a street or public property caused by franchisee during the course of removal of its system facilities shall be replaced or restored to as good or better condition as before the disturbance or damage at the sole expense of franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense. The insurance, indemnity and bond provisions of this franchise agreement shall remain in full force and effect during the entire term of removal.

(a) Failure to Remove System. If franchisee fails to commence removal of its system within one hundred eighty (180) days subsequent to receipt of notice to remove the system or if removal is not completed within one (1) year subsequent to receipt of notice to remove the system, the City shall have the right to:

(1) Claim Ownership. The City may declare the system abandoned and all right, title and interest to the system to be in the City with all rights of ownership including, but not limited to, the right to operate the system or transfer the system to another for operation. Franchisee shall receive no compensation; or

(2) Remove at Franchisee's Expense. The City may declare the system abandoned and cause the system to be removed at no cost to the City. The cost of the removal shall be recoverable pursuant to the insurance, indemnity and bond provisions of this franchise agreement or from franchisee directly.

(b) Abandoned Property. Any property abandoned by franchisee that the City claims as hereinabove allowed shall become the property of the City and franchisee agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the City. Additionally, any notice given by the City as provided hereinabove, shall be deemed notice to any other persons claiming interest in said property of franchisee, and said persons shall be subject to all the provisions hereinbefore provided.

SECTION 31. No Liability for City Damage to Franchise System. It shall be the sole responsibility of the franchisee to take adequate measures to protect and defend its facilities in the right-of-way from harm or damage. The City shall not be liable for any damage to or loss of any of franchisee's facilities within the public right-of-way or private easement as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including any public works or public improvement work by or on behalf of the City, unless such damage or loss is directly and proximately caused by willful, intentional or malicious acts of the City. Franchisee shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the franchisee to perform any of its obligations under this ordinance unless the damaged party is solely responsible for the harm or damage by its negligence or intentionally caused harm.

SECTION 32. City's Right Preeminent. The privilege to use or occupy the public right-of-way granted to franchisee under this franchise agreement shall in all matters be subordinate to the City's right to use or occupy the public right-of-way. Without limitation upon the rights which the City might otherwise have, the City does hereby expressly reserve the right to exercise its governmental powers, now or hereafter vested in or granted to the City.

(a) Relocation for Public Improvements. Within ninety (90) days of written request from the City, franchisee shall forthwith remove, relocate, reinstall or adjust its facilities or any such property within the public right-of-way or private easements when removal, relocation reinstallation or adjustment is necessary for any public improvement or public project. Such removal, relocation reinstallation or adjustment shall be performed by franchisee at the sole expense of franchisee.

(b) Emergency Access. The City retains the right to cut or move any facilities located within the public right-of-way as may be determined necessary, appropriate or useful in response to any public health or safety emergency.

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against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees or otherwise. Nothing herein shall be deemed to prevent the City, the members of the Governing Body, the mayor, and all other officials, employees and agents when acting in their capacity as municipal officials, employees and agents from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve franchisee from its duty to defend against liability or its duty to pay any judgment entered against the City, the members of the Governing Body, the mayor, and all other officials, employees and agents.

SECTION 10. Liability Insurance Requirement. Franchisee shall file with the City Clerk evidence that franchisee has liability insurance with a company licensed to do business in the state with a rating by Best of not less than "A," in an amount not less than the minimums as set by the City, to protect the City, the members of the Governing Body, the mayor, and all other officers, boards, commissions, agents, and employees from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by the operation of franchisee's system, or alleged to so have been caused or occurred, for an amount not less than the minimums as carried by the City. As of April 1, 1997, the amount of insurance shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate. The City reserves the right to adjust the coverage limit requirements no more than every five (5) years.

SECTION 11. Performance Bond Requirement. Franchisee shall at all times during the term of the franchise maintain in full force and effect a corporate surety bond in a form approved by the City Attorney, in an amount of $50,000, for a term consistent with the term of this franchise agreement plus one additional year, conditioned upon franchisee's faithful performance of the provisions, terms and conditions of the franchise granted and conferred by ordinance. An annual bond automatically renewed yearly during this period shall satisfy this requirement. In the event the City shall exercise its right to revoke the franchise as granted herein, then the City shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

SECTION 12. City's Right to Audit and Access to Records. Upon operation of services within the City, franchisee shall file in the office of the City Clerk a financial statement prepared by a certified public accountant or person otherwise satisfactory to the City, showing gross revenues of franchisee, and said receipts. The City may arrange for and conduct audits of the necessary financial records of franchisee upon proper notice. Any discrepancy between a said audit and any reports filed by franchisee which results in the City's receiving a lesser sum than that which is due and owing from franchisee will be determined and paid forthwith to the City, including interest on said amount at the statutory rate. Further, the City's acceptance of any payment determined as hereinbefore provided to be deficient shall not be construed as a release of liability from the City or an accord or satisfaction of any claim that the City may have for additional sums owed by franchisee as provided for in this franchise agreement. In addition to access to the records of franchisee for audits, franchisee shall provide reasonable access to records necessary to verify compliance with the terms of this franchise agreement, including any copies of petitions, applications and communications submitted or filed by franchisee with the Federal Communications Commission, the Kansas Communications Commission, the Kansas Corporations Commission, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of franchisee's system so far as the same effects or will affect franchisee's service or operation within the City. Failure to provide access to the records of franchisee shall be a violation of this franchise agreement and the City shall have the right to revoke a franchise granted under this franchise agreement should such a violation occur.

SECTION 13. System Mapping Requirement. Within sixty (60) days of completion of initial or any additional construction, franchisee shall provide the City Clerk a complete set of plans with accurate and complete information in an AutoCAD format compatible with the City's Geographic Information System (GIS) showing and describing the exact locations, both horizontal and vertical, of all facilities constructed and existing within the public right-of-way and private easements. Such mapping and identification shall be at the sole expense of franchisee.

SECTION 14. Description of Use Requirement. Franchisee shall be required to provide the City with a current description of the use and services using property within the City right-of-way. To satisfy this requirement, franchisee may provide the City with a copy of its certificate from the Kansas State Corporation Commission describing the nature of franchisee's service as a Competitive Local Exchange Carrier ("CLEC"). In the event franchisee changes or adds to these services, franchisee is required to notify the City.

SECTION 15. Exclusive Benefit of Franchise Right by Franchisee. The rights granted to franchisee by this franchise agreement to use the public right-of-way shall be for the sole use of franchisee. Franchise use is limited to the use that franchisee has filed with the City in accordance with Section 14 of this agreement. These rights are for the exclusive benefit of franchisee, except where use by the City is allowed under the terms of this agreement. No other party may use franchisee's right, unless otherwise authorized by the City.

SECTION 16. Transferability of Franchise. Franchisee shall not sell, transfer, lease, assign, sublet or dispose of its system, system capacity, or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, without prior approval of the Governing Body provided that such approval shall not be unreasonably withheld and may be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under this franchise agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose the franchise or its system not conforming with the requirements of this section shall be null and void. This provision shall not apply to sale of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the franchise. Any violation of this section shall enable the City to revoke or modify this franchise agreement. The following events shall be deemed to be a sale, assignment or other transfer of the franchise and/or system requiring compliance with this section:

(a) the sale, assignment or other transfer of all or a majority of franchisee's assets;

(b) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in franchisee;

(c) the issuance of additional capital stock or partnership, membership or other equity interests by franchisee so as to create a new controlling interest in franchisee; and

(d) the entry by franchisee into an agreement with respect to the management or operation of franchisee and/or system.

For the purpose of determining whether it shall consent to such change, transfer, or acquisition or control, the City may inquire into the qualifications of the prospective transferee or controlling party, and franchisee shall assist the City in any such inquiry. In seeking the City's consent to any change of ownership or control, franchisee shall have the responsibility of insuring that the transferee completes an application for a franchise agreement in form and substance reasonably satisfactory to the City to be submitted not less than ninety (90) days prior to the date of transfer. If, after considering the legal, financial, character and technical qualities of the applicant and determining that they are satisfactory, the City shall find that such transfer is acceptable and assign the rights and obligations of such franchise to the transferee or controlling party. The consent of the City to such transfer shall not be unreasonably denied.

SECTION 17. Notice of Filings with Regulatory Agencies. Franchisee is hereby required to file in the office of the City Clerk copies of any and all petitions, applications, and communications submitted or filed by franchisee with the Federal Communications Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of a franchise system within the City.

SECTION 18. Renegotiation During Term of Franchise. The City or the franchisee may renegotiate the franchise during the term of the franchise for any reason set forth herein:

(a) New Developments. It shall be the policy of the City to amend reasonably or renegotiate this franchise agreement upon the application of new technologies when necessary, to enable franchisee to take advantage of new developments, services or material improvements to existing technology and services during the term of the franchise.

(b) Sale or Transfer. The sale or transfer of franchisee's system or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person may be grounds for renegotiation of the franchise during the term of the franchise. Transfer includes the leasing of excess system capacity when such capacity is leased to a person who has not obtained a franchise agreement with the City.

(c) Expansion of Service. In the event franchisee desires to expand the services of its system beyond the plans agreed upon, such expansion shall not commence without notification and/or renegotiation of this franchise agreement. The City shall exclusively decide if renegotiation is necessary.

(d) Local Equity. In the event franchisee is granted a system franchise in any other political subdivision within Johnson County, Kansas, and the provisions of such franchise are more favorable to such political subdivision than the provisions of this franchise agreement, then the City shall have the right to request franchisee to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions contained in the franchise of the other political subdivision. Likewise, if the City grants a franchise to a similar type of franchise operator, and the provisions of such franchise are more favorable to that franchise operator, then franchisee shall have the right to request the City to modify and amend the provisions of this franchise agreement to conform to any such more favorable provisions. The parties may offer evidence and statements distinguishing any such other franchise from the franchise granted under this franchise agreement, or evidence of the existence of state or federal laws or rules preventing either party from making the change requested. In the event the City or franchisee shall request to amend and modify the franchise in the manner hereinabove provided, and the requesting party determines that the other party has not offered sufficient evidence and statements to justify its not conforming to the request, then, either party may refer the request for arbitration as provided for in the laws of the State of Kansas then existing and the decision of the arbitrator shall be binding and conclusory upon said parties (except that the arbitrator may not compel either party to be in noncompliance with any state or federal law or rules which take precedence over this franchise agreement). Finally, in the event a request is submitted for arbitration, the arbitrator may not consider, nor shall the arbitrator effect, the then existing provisions of the franchise except as herein provided.

(e) New Unified Telecommunications Franchise Policy. Both parties are aware that the City is currently drafting a new uniform telecommunications franchise ordinance to apply to all telecommunications providers within the City. In the event the City is ready to uniformly apply such a franchise ordinance to all telecommunications providers, including Southwestern Bell, then either party may terminate this agreement.

SECTION 19. Subscriber Rates. Franchisee charges to subscribers will comply with all applicable federal and state regulations. Franchisee shall file with the City Clerk a schedule of current rates in effect. When provided so by state or federal law, the Governing Body may at any time during the existence of this franchise agreement fix a reasonable schedule of maximum rates to be charged to the City and its residents.

SECTION 20. Franchisee's Operating Regulations. Franchisee shall have the authority to promulgate such rules, regulations and conditions governing the conduct of its business as shall be reasonably necessary to enable franchisee to exercise its rights and to perform its obligations under its franchise or City policy, and to assure an uninterrupted service to its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this franchise agreement. Franchisee shall file with the city clerk a statement of services offered, rules, regulations, terms and conditions, and any changes to such services, rules, regulations, terms and conditions.

SECTION 21. Franchisee Information. Franchisee shall designate a person familiar with the system, who is responsible for timely satisfying the information needs of the City and other users of the right-of-way.

SECTION 22. Rights Reserved to the City. In addition to any rights specifically reserved to the City by this franchise agreement, the City reserves to itself every right and power available to it under the constitutions of the United States and the State of Kansas, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety, welfare, and morals. Nothing in this franchise shall limit or govern the right of the City to exercise its municipal authority to the fullest extent allowed by law. Franchisee further agrees to conduct its activities in accordance with all municipal ordinances, as amended from time to time. The City shall have the right to waive any provision of the franchise, except those required by federal or state regulation, if the City determines: (1) that it is in the public interest to do so, and (2) that the enforcement of such provisions will impose an undue hardship on franchisee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. The waiver of any provision in any one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.

SECTION 23. Use of Public Right of Way. In the use of right-of-way under this franchise agreement, franchisee shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules and regulations adopted by governmental bodies now or hereafter having jurisdiction. In addition, franchisee shall be subject to all technical specifications, design criteria, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalks, and pavement cuts, utility location, construction coordination, surface restoration, and other requirements on the use of the right-of-way.

SECTION 24. Preference of Franchise System Placement.

(a) Preferred Placement. All system facilities along abutting or adjacent to the public right-of-way installed in the City of Leawood shall use and occupy the public right-of-way if at all possible. The City discourages the use of private easements for the placement of system facilities. If private easements are necessitated, franchisee shall cooperate with the City by informing City staff of the location of any and all private easements expected to be negotiated. ~~The City~~ does hereby expressly reserve the right to make certain requests on the placement of utilities in private easements in order to limit or eliminate future street improvement relocation expenses. In the event of expansion of the right-of-way by the City, franchisee shall be responsible for any relocation expenses in the event it is necessary to relocate franchisee's system.

CONTINUED FROM PAGE 22

SECTION 33. Consideration. Franchisee shall pay an initial one-time administrative fee of $2,000 for its new franchise. For the use of the right-of-way, franchisee shall pay the greater of $12,000 or a sum of $2.50 per lineal foot for all current fiber in the right-of-way at the time this ordinance is passed, and for the proposed fiber in franchisee's plan to connect to the DuPont station. The parties have agreed that this total is $51,612 based upon 3.91 miles of plant. This payment shall be due on the effective date of the ordinance. Except for any required permit fees, no additional franchisee fee shall be assessed for any additional fiber placed in the right-of-way during the remainder of the one-year term. In the event franchisee provides local service to customers within the corporate boundaries of the City, franchisee shall notify the City. At that time, the franchise fee shall be the greater of the above prescribed amount charged for the use of the right-of-way or a percentage of franchisee's gross annual revenues for services provided within the City. The percentage of gross revenues shall be set at two (2%) percent until the expiration date of the current Southwestern Bell franchise agreement on August 31, 1998 at which time the percentage of gross revenues shall change to five (5%) percent. At the end of the one-year term, franchisee shall give a proper accounting to the City to determine if any additional fee is due. In the event the franchise term is extended in accordance to Section 37, the franchise fee for the extended term shall be derived pro rata in the same manner as prescribed above.

SECTION 34. Other Payments and Charges. The payments herein provided shall be in addition to, not in lieu of, all other taxes, charges, assessments, fees and impositions that are or may be imposed by the City, with the exception of an annual occupation license.

SECTION 35. Late Fee. Franchisee shall pay interest at an annual rate of ten percent (10%) for each month or fraction thereof on any late payment of the charge provided for in this franchise agreement.

SECTION 36. System Access by the City.

(a) System Access. As part of the consideration for franchisee's privilege to use and occupy the public right-of-way, the City shall require as part of this franchise agreement access to franchisee's system in the event franchisee offers more than telephone service. Franchisee will provide to the City access to system services which shall be of the highest technical quality provided by franchisee to other users, including franchisee.

(b) Use of System. The City may use the part of the system made available to it in any lawful fashion, including using the system to make available to the public municipal records, services and other matters even if a fee or charge is imposed for the record, service or other matter, provided that the City shall not lease or rent its access to franchisee's system to any third party.

(c) Emergency Use of Franchisee's System. In the event of a civil disaster or other emergency which occurs within the City, franchisee shall upon request of the Mayor or designated representative, permit the City to transmit information over franchisee's system advising the subscribers regarding the nature and extent of the disaster or emergency as may be required to protect said persons for their safety and welfare, provided that any such transmission shall be conducted by or with the assistance of franchisee's authorized personnel.

SECTION 37. Term. Unless sooner terminated or revoked in accordance with the terms of this franchise agreement, this franchise agreement shall be effective for a term of one (1) year from the effective date. Upon either expiration or revocation of the franchise, the City alone shall have discretion to permit and/or to require franchisee to continue to operate the franchise for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. Franchisee shall continue to operate the system under the terms and conditions of this franchisee agreement and to provide the regular subscriber service and any of the services that may be provided at that time.

SECTION 38. Effectiveness and Acceptance of Ordinance. The franchise shall take effect as provided by statute. Within sixty (60) days after the final passage and approval of the ordinance, franchisee shall file with the City Clerk its acceptance in writing of the provisions, terms, and conditions of the ordinance which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths. When so accepted, the ordinance and acceptance shall constitute a contract between franchisee and the City subject to the provisions of the laws of the State of Kansas.

SECTION 39. Renewal. If franchisee desires to renew its franchise, franchisee shall file an application for renewal with the City Clerk not less than one hundred eighty (180) days prior to the expiration of the franchise. The procedure for renewal of a franchise shall be the same as for initial application and all requirements, procedures and applicable fees that apply to an initial application shall apply to the renewal. By statute, such renewal or extension shall be made by ordinance only.

SECTION 40. Notification Procedure. Whenever either party hereto shall be required or permitted to give notice to the other, such notice shall be in writing. If notice is to be served upon the City, it shall be delivered either by first class United States mail addressed to the office of the City Clerk or by personal delivery of the same to said person, or a duly authorized agent for receiving the same. If said notice is to be served upon franchisee, the same shall be delivered by either first class United States mail addressed to an officer or the resident agent of franchisee at the registered office of franchisee or its resident agent, or by personally delivering the same to such people as hereinbefore provided, or such other person as franchisee shall from time to time direct.

SECTION 41. Change of Use or Addition to Current Use. Franchisee shall cooperate with the City by informing City staff of any change or addition to the current use of the franchise system. Additionally, franchisee shall inform the City of any new developments, including new technologies, new services or material improvements to existing technology that would provide additional services not covered under current status, as well as any sale or transfer of franchisee's system. Transfers include leasing of system capacity.

SECTION 42. Sale, Lease, or Transfer of Franchise to Third Party. Franchisee shall notify the City of any contract with a third party to sell, use, lease, borrow or transfer franchisee's system or any part thereof. Such contract shall be in compliance with any applicable section of this franchise agreement before they are valid.

SECTION 43. Annual Reports. Franchisee shall submit a written end of the year report to the City with respect to the preceding calendar year at franchisee's expense. The report shall contain the following information:

(a) A summary of the previous year's activities in development of the franchise system, including but not limited to, services begun or discontinued during the year;

(b) A list of franchisee's officers, members of its board of directors, and other principals of franchisee;

(c) A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in franchisee; and

(d) Information as to the number subscribers in the City of Leawood.

SECTION 44. Violation. Failure on the part of franchisee to comply with one or more of the terms, conditions or provisions of this franchise agreement shall constitute a violation of this franchise agreement. The City shall provide written notice to franchisee of any such violation. Franchisee shall have fourteen (14) days subsequent to receipt of notice to inform the City in writing of the action franchisee will take to correct the violation. Such corrective action shall be completed within thirty (30) days subsequent to receipt of notice unless otherwise agreed to by the City. Upon failure to timely correct franchise violation, the City may revoke franchise in accordance with the terms of Section 45. The violation of any provision of the franchise shall hereby declared to be public offense and any person convicted thereof shall be punished by a fine not to exceed $500 for each offense. Each day's violation of this ordinance shall constitute a separate offense. In addition to any other remedy available herein or and at law or equity to the City, the City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this ordinance and to abate nuisances maintained in violation thereof.

SECTION 45. Revocation of Franchise. In addition to all other rights and powers herein or otherwise enjoyed by the City, the City shall have the additional and separate right to revoke a franchise and all rights and privileges of the franchisee as a result of and in response to any of the following events or reasons:

(a) Franchisee fails to remedy violation of a term, condition, or any provision of this franchise agreement or federal or state law whether the same be committed by act or omissions, within thirty (30) days following the date upon which franchisee receives written notice of such violation; or

(b) Any provision of this franchise agreement is adjudged by a Court of Competent Jurisdiction to be invalid or unenforceable and said judicial act and declaration is deemed by the Governing Body to constitute such a material consideration for the granting of the franchise as to cause the same to become null and void; or

(c) Franchisee is adjudged bankrupt, becomes insolvent, suffers a transfer of its properties pursuant to an action of its creditors upon an instrument or judicial declaration securing said creditors' interest in said properties, and thereafter the same be not redeemed by franchisee within thirty (30) days from the date of said transfer, or franchisee is otherwise unable or unwilling to pay its debts and obligations as the same accrue; or

(d) Franchisee commits an act of fraud or deceit against the City in obtaining the grant of the franchise herein conferred, or upon being granted franchisee commits such an act against the City.

SECTION 46. City's Failure to Enforce. The City's failure to enforce and remedy any noncompliance by franchisee of the terms and conditions of this franchise agreement shall not constitute a waiver of the City's rights nor a waiver of franchisee's obligations as herein provided.

SECTION 47. Time is of the Essence. Whenever this franchise agreement sets forth any time for any action to be performed by or on behalf of franchisee, such time shall be deemed of the essence; and any failure of franchisee to perform within the time so specified shall be considered a violation of the agreement and grounds for the City to revoke the franchise granted, subject to procedural requirements stated herein.

SECTION 48. Periodic Evaluation and Review. The City and franchisee acknowledge and agree that the field of telephone communications is a rapidly changing one that may see many regulatory, technical, financial, marketing and legal changes during the term of this franchise agreement. Therefore, to provide for the maximum degree of flexibility in this franchise agreement, and to help achieve a continued, advance and modern telephone communications system, the following evaluation and review provisions will apply:

(a) Upon a significant change in the law or the technology relating to franchisee's system, the City may request evaluation and review sessions at any time during the term of this franchise agreement and franchisee shall cooperate in such review and evaluation; provided, however, that there shall not be more than one (1) evaluation and review session during any calendar year.

(b) Topics that may be discussed at any evaluation and review session include, but are not limited to, rates, the system performance, features and services, municipal uses of franchisee's service, judicial rulings, FCC rulings and any other topics that the City or franchisee may deem relevant and that the City has a legal basis for reviewing.

(c) During an evaluation and review session, franchisee shall full cooperate with the City and shall provide without cost such reasonable information and documents as the City may request to perform the evaluation and review.

(d) As a result of an evaluation and review session, the City or franchisee may determine that a change in the system or in the terms of this franchise agreement may be appropriate. In that event, either the City or the grantee may propose modifications to the system or the franchise. Franchisee and the City shall, in good faith, review the terms of the proposed changes and any proposed amendments to this franchise agreement and seek to reach agreement on such change or amendment when the change or amendment is not inconsistent with the terms of this franchise agreement, or with applicable law or regulations, and the change or amendment is technically feasible, economically reasonable and will not result in a material alteration of the rights and duties of the parties under this franchise agreement.

SECTION 49. Franchisee Promise to Not Interfere with Other City Agreements. Franchisee agrees to not interfere with other agreements between the City and other franchise operators. Specifically, if the City requires or negotiates to have another franchise operator that franchisee has contracted to use that franchise operator's poles bury their cables, franchisee will not interfere with the agreement and/or prevent the other franchise operator to bury their lines. In the event that the facilities of such other franchise operator are placed underground for any reason, then franchisee shall not try to prevent the other franchise operator from this action, and likewise shall construct, operate and maintain its transmission and distribution facilities underground, at franchisee's cost. Certain of franchisee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures. Franchisee also agrees that it will not at this or any other time place any new poles or replace any current poles in the right-of-way, or cause another franchisee to place any new poles or replace any current poles in the right-of-way without City authorization. Wherever other franchise operators have buried their wires, franchisee will do the same. This includes attachment to residents and office buildings.

SECTION 50. Take Effect. This ordinance is made under and in conformity with the laws of the State of Kansas and shall take effect and be in force after the expiration of 60 days from the date of final passage by the Governing Body and after publication in the official City newspaper for two consecutive weeks following final passage.

First Reading: 3/19/97 ; Second Reading: 6/2/97 ; Third Reading: 6/16/97

Passed by the Council the 20th day of October, 1997.

Approved by the Mayor the 20th day of October, 1997.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM: /s/ R.S. Wetzler

R.S. Wetzler, City Attorney

ORDINANCE NO. 1693

AN ORDINANCE AMENDING SECTION 4-3 OF THE "AMENDMENT TO LEAWOOD DEVELOPMENT ORDINANCE", PROVIDING FOR CHANGES IN THE SPECIAL USE PROVISIONS FOR CELLULAR TOWERS; AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. "Amendment to Leawood Development Ordinance" Amended. That Section 4-3 of the "Amendment to Leawood Development Ordinance", is hereby amended to read as follows:

4-3 SPECIAL USE PROVISIONS

4-3.1 Special Uses Designated

Any of the following uses may be located in any district by Special Use Permit of the Governing Body after notification of adjacent and abutting property owners, public hearing, and after recommendation of the Plan Commission, under such conditions as to operation, site development, signs, and time limit as may be deemed necessary in order that such use will not seriously injure the appropriate use of the neighboring property, and will conform to the general intent and purpose of this Ordinance and shall comply with the height and area regulations of the district in which they may be located unless a variance is specifically granted by the Board of Zoning Appeals.

1) Amusement parks, privately-owned baseball or athletic fields, race tracks;

2) Aviation fields or airports, under such restrictions as may be imposed to control noise, promote safety, and prevent undue danger to aircraft or to surrounding property;

3) Cemeteries, mausoleums, or crematories for the disposal of the dead;

4) Public and private schools;

5) Churches, synagogues and other places of worship;

6) Clubs, including those where alcoholic beverages are consumed;

7) Drive-in theaters;

8) Golf driving ranges, commercial or illuminated;

9) Gun clubs, skeet shoots, or target ranges;

10) Tennis courts and paved play areas, commonly referred to as "Sport Courts", hereinafter referred to as courts, may be approved as a special use. In order to prevent a

negative influence on the neighborhood and creation of a potential nuisance use the following conditions shall be considered minimum requirements to be met.

a) Courts will only be considered as a special use if said court is accessory to the principal use it is intended to serve. Courts on separate lots will not be considered as stand alone structures.

b) Plans shall be submitted for approval and shall be based upon compliance with the following standards: 1) The need for screening to protect the privacy of adjoining properties, including noise and lighting, if proposed, and 2) surface runoff. These standards are to be considered minimums and other factors may be considerations for approval by the Plan Commission and/or Governing Body.

c) Courts shall not be constructed within a required front yard and shall be located a minimum of 10 feet from any rear or side lot line. Screen plantings of a height necessary to muffle noise and block lights may be required as a condition to the special use approval.

d) Fences for courts may be up to 12 feet in height and shall be of a green or black PVC coated chain link fabric. Said fences shall be located a minimum of 10 feet from any rear or interior side lot line.

e) Courts shall be designed so that the surface water will be carried to the street or storm drainage system on the owner's property, or by underground pipe to the public street or storm drainage system, or if across other ownership's, easements must be obtained. A statement along with a detailed drawing from a professional engineer, P.E., shall be submitted showing and stating that these drainage requirements have been or will be met.

f) All court lighting shall be subject to approval as a special use either in conjunction with the application for a sport court or separately as an addition at a later date. Existing courts requesting lighting must apply for same as a separate special use. A lighting plan shall be submitted which indicates the lumins (footcandles) at the property line and distance to the nearest structures. Footcandles shall not exceed 1.5 measured anywhere along the adjacent property lines. Illumination levels

shall be measured with a photoelectric photometer having a spectral response similar to that of the human eye, following the standard spectral luminous efficiency curve adopted by the International Commission on Illumination. A lighted court may be required to have additional screening in order to mitigate the affect of lighting on any adjoining properties.

g) No court lighting shall be permitted between the hours of 10:00 p.m. and 7:00 a.m.

h) A landscape plan shall be submitted at time of application for special use indicating plant material, size, location and spacing proposed.

i) All courts shall require a building permit prior to grading and/or installation.

11) Hospitals; special care facilities for humans; not in include group homes as defined herein.

12) Campgrounds, picnic groves and fishing lakes, including minor and incidental concession facilities for patrons only;

13) Nursery sales office, building greenhouse, or area (wholesale or retail);

14) Nursing and convalescent homes; housing for the elderly; retirement centers and communities; not to include group homes as defined herein.

15) Outdoor poster panels or billboards; off-site promotional signs;

16) Veterinary clinics, dog kennels;

17) Radio, television and microwave towers;

18) **Regulations for the Siting and Construction of Wireless Communication Antennae and Support Equipment**

a) Statement of Intent

The Telecommunications Act of 1996 grants authority to local jurisdictions over decisions regarding the placement, construction, and modification of telecommunication towers, antennae and other wireless service facilities. As the City of Leawood has many diverse and unique landscapes that perpetuate the

identity of its residential neighborhoods, protection of these valuable resources is paramount.

Accordingly, the governing body finds that the unregulated placement and design of wireless communication equipment results in visual clutter that adversely affects community aesthetics and damages the character that Leawood is built around. This ordinance is intended to provide minimum standards that ensure the communication needs of residents and business are met, while at the same time protecting the general safety and welfare of the community.

b) Purpose

A wireless communication facility or tower may be sited, constructed, designed or maintained in the City of Leawood provided that it is in conformance with the stated standards, procedures, and other requirements of this ordinance.

More specifically, these regulations are necessary to:

1. Provide for suitable location of wireless communication antennae, towers, and supporting ground equipment as to mitigate their effect on residential neighborhoods and land uses;

2. Maintain community aesthetics by minimizing the visual effects of towers through specific design and siting criteria;

3. Maximize the use of existing towers and other structures as to minimize the need for new tower locations;

4. Encourage co-location among wireless communication providers on existing and newly constructed sites in order to reduce the overall number of towers needed;

5. Promote the use of innovative camouflage and disguise techniques for antennae support structures as to integrate their appearance with the many architectural and natural themes found throughout the City of Leawood.

c) Special Use Permit Required

1. Communication towers shall be allowed, subject to approval of a special use permit granted by the Governing Body, after notification of adjacent and abutting property owners within 1000 feet of said property, public hearing, and after recommendation on the matter by the Plan Commission. Written notification shall be conducted by certified return receipt mail for those parcels within 200 feet of said property and via regular mail as a courtesy for parcels beyond the 200 foot mark.

Consideration of the special use shall be in accordance with the following as established by this ordinance:

A) Suitable location in accordance to the zoning districts and planned areas in which wireless communication facilities are allowed;

B) Maximum tower height;

C) Minimum setbacks of the wireless communication tower and supporting equipment from the property line;

D) Minimum buffer distance between the wireless communication tower and base supporting equipment from surrounding planned and existing residential areas;

E) Design, landscape, and screening of the wireless communication facility and all related equipment;

F) Co-location among users on newly proposed towers;

G) Minimum separation distances among towers to be constructed within the City of Leawood.

2. Prior to issuance of the special use permit for the operation of a wireless communication facility, the applicant will provide a performance or cash bond in an amount equal to twenty (20) percent of total construction costs for the facility. This bond will be secured for discretionary use by the City of Leawood for maintenance and / or removal of the facility should it become

necessary to do so. The bond will be secured for the term of the special use permit plus one year.

3. Pre-existing Wireless Communication Equipment. Pre-existing wireless communication towers, antennae, and related equipment shall be considered a legal non-conforming use and shall not be required to meet the mandates of this ordinance (with the exception of 4-3.1 18)k) until the expiration of their applicable special use permit. Routine maintenance, including the replacement of new antennae of like construction shall be permitted on such existing telecommunication facilities. A telecommunications facility that has received City approval as of the effective date of this ordinance in the form of a special use exception, but has not yet been constructed or placed in operation, shall be considered an existing telecommunications facility so long as such approval is current and not expired.

4. Placement of an antenna on a non-conforming structure shall be considered an expansion of the non-conforming structure unless prior approval specifically contemplated multiple antennae. The cumulative effect of any additional antennae and transmission equipment placed upon a non-conforming structure must comply with the radio frequency radiation emission guidelines established by the FCC.

d) Zoning Location Requirements

1. Newly proposed wireless communication antennae, towers and supporting ground equipment shall not be permitted within any planned or existing residential area to include RP-A, RP-A5, R-1, RP-1, RP-2, RP-3, and RP-4 zoning districts. Exceptions to this may be provided for the following, upon approval of a special use permit:

A) Church sites, when camouflaged as steeples, bell towers, etc.;

B) Park sites, when camouflaged to be compatible with the natural elements of the park;

C) Existing non-residential structures when designed to be architecturally integral and compatible with said structure.

2. Wireless communication towers, antennae, and supporting ground equipment shall be allowed, subject to approval of a special use permit, within the following planned or existing areas and districts:

A) CP-O, Planned Office;

B) CP-1, Planned Neighborhood Retail;

C) CP-2, Planned General Retail;

D) BP, Planned Business Park;

E) PI, Planned Industrial;

F) SD, Special Development;

G) REC, Planned Recreation;

H) AG, Agricultural (when master planned for commercial, industrial, or recreational uses).

All districts delineated within this ordinance shall be defined by the current, approved Zoning and Master Development Plan maps established for the City of Leawood.

3. Necessary Site. In order to construct a new wireless communication tower within any permitted area, the applicant must provide an inventory of existing antennae locations within a three mile radius of the proposed site. The applicant must also demonstrate, using technological and written evidence, that these sites are inadequate to fulfill the grid needs of the carrier, or that a reasonable co-location lease agreement could not be reached with the owners of said alternative sites. For the purpose of this ordinance "reasonable" shall be defined as the total of all costs related to the construction of a new tower.

4. Grid Information. At the time of site selection, the applicant shall demonstrate how the facility will impact the overall network of the carrier within the City of Leawood and adjacent Cities on both sides of the state line.

e) Tower Height

Evidence shall be supplied at the time of site selection that the proposed tower height is necessary to meet coverage needs. Any proposed wireless communication tower, within any allowed area, shall not exceed 150 feet in height (including lightning rod). However, exception to this rule may be granted provided that the applicant show clear evidence that additional height is needed to provide necessary signal coverage. However, no exception shall be granted in excess of thirty (30) feet above the prescribed height limit, thus establishing an absolute excepted height of 180 feet (unless specifically necessary for City directed Public Safety equipment). This evidence must be supported by radio frequency engineered documentation and the opinion of a qualified, non-biased telecommunications consultant hired by the City at the expense of the applicant.

This written opinion shall include a finding of concurrence that: (1) no other existing tower or structure can satisfy the coverage needs of the applicant, (2) no other location can fulfill the coverage needs of the applicant at the maximum tower height as established by this ordinance, (3) all costs associated with co-location on an acceptable existing tower or structure are substantially greater than the related construction costs of a new tower.

f) Setback and Buffer Requirements

1. Setbacks. Wireless communication towers and support equipment shall meet the applicable building setback limits of the zoning district in which the facility is to be sited. Communication towers may occupy a leased parcel on a site meeting the minimum lot size requirements for the zoning district in which the tower is located.

2. Distance From Residential Areas. Any proposed wireless communication tower shall be sited at a distance of at least 500 feet, in all directions, from the base of the tower to the property line of any existing or planned residential neighborhood, as shown on the approved City of Leawood Zoning or Master Development Plan Maps.

g) Design Requirements

1. Site Plan and Photo Simulations Required. Any application for construction of a new wireless communication facility and tower must provide a detailed site plan of the

proposed project. This properly scaled site plan will include one page (including ground contours) that portrays layout of the site, as well as proposed and existing structures within 150 feet of the tower base. Access to and from the site, as well as dimensioned proposed and existing drives, must be included on this plan. Detailed exterior elevations (from all views) of the tower, screening wall, and all proposed buildings must also be submitted. Finally, a landscape plan detailing location, size, number and species of plant materials must be included for review by Planning and Development.

2. Color and Finish. Any approved wireless communication tower will be constructed of a monopole design. Guy and lattice-type towers will not be allowed within the City of Leawood. Exterior finish of the monopole will provide for a non-segmented, tapered appearance. Communication towers and related support buildings and equipment will be designed, camouflaged, and colored so that their appearance blends with the surrounding natural and built environment. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

3. All approved towers greater than 75 feet in height must be designed and engineered to accommodate at least two sets of wireless communication antennae. Antennae bridges or platforms will only be allowed on communication towers that are designed for multiple users.

4. Towers less than 75 feet in height must be designed so that their antennae are internally placed, thus creating a smooth, non-projecting appearance. No antenna bridge or platform will be allowed on any tower less than 75 feet in height.

5. Antennae on Structures Other Than Towers. Antennae and communication support equipment located on any existing tower or suitable structure shall be of materials and color that are consistent with the surrounding elements so as to blend architecturally with said structure. Antennae on the rooftop or above a structure shall be screened, constructed and/or colored to match the structure to which they are attached. Antennae mounted on the side of a building or structure shall be painted to match the color of the building or structure or the background against which they are most commonly seen.

Microwave antennae exceeding 12 inches in diameter on a roof or building-mounted facility shall not exceed the height of the structure to which they are attached, unless fully enclosed. If an accessory equipment shelter is present, it must blend with the surrounding building(s) in architectural character and color.

6. Towers, antennae and cabinet equipment used for wireless communication purposes shall meet or exceed all minimum structural and operational standards as established by the FCC, FAA, EPA and other applicable federal regulatory agencies. If such standards and regulations are changed, then the owners of the towers and antennae governed by this ordinance shall bring such towers and antennae into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring towers and antennae into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense. Any such removal by the governing authority shall be in the manner provided within 4-3.1 18)k) of this ordinance.

7. An engineer's certification that anticipated levels of electromagnetic radiation to be generated by facilities on the site, including the effective radiated power (ERP) of the antenna, shall be within the guidelines established by the FCC. The cumulative effect of all antennae and transmitting equipment on a site will also comply with the radio frequency radiation emission guidelines established by the FCC. An antenna radiation pattern shall be included for each antenna, along with directional data concerning the pointing of any directive antennae.

8. All telecommunications facilities shall be equipped with an appropriate anti-climbing device or other similar protective device to prevent unauthorized access to the telecommunications facility.

9. It is the responsibility of the carrier to promptly resolve any electromagnetic interference problems created per FCC regulations.

10. All parking areas and drives associated with any wireless communications facility shall comply with applicable provisions for such facilities in each zoning district, except that the

Plan Commission or Governing Body may waive the requirements for curbing and guttering when they are not needed for drainage purposes.

h) Lighting, Landscaping, and Screening Requirements

1. Screening Wall. All buildings, cabinets, and other ground support equipment associated with a wireless communication site will be screened with a full perimeter wall. This wall is to be constructed of concrete block and surfaced with a material (stucco, brick, etc.) to match the architecture of surrounding structures. The minimum height of the wall will be 6 feet from ground level.

2. Landscape Materials. Landscaping in the form of pines and other flowering and deciduous trees is required to the outside of the perimeter screening wall. The standard buffer shall consist of a landscaped strip at least six (six) feet wide outside the perimeter screening wall. Pines are to be a minimum of 6 feet in height , while other trees are to have a minimum 2 inch caliper. The owner of the wireless communication facility shall be responsible for maintenance of all related landscape and screening materials. Existing mature tree growth and natural forms on the site shall be preserved to the maximum extent possible.

3. Authority to Trim Trees. An operator shall have authority to trim trees and shrubbery upon and overhanging streets and other public property so as to prevent the branches and foliage of such trees and shrubbery from coming in contact and interfering with the wires, cables and other facilities of an operator. All trimming shall be done under the supervision and direction of the City.

4. Lighting. Towers shall not be artificially lighted, unless required by the FAA or applicable authority. If lighting is required, the governing authority may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.

i) Separation Distances

No newly proposed wireless communication tower shall be allowed to locate within 1000 feet of an existing tower. This distance shall be measured from the base of the existing tower to the base site location of the proposed tower.

j) Co-location

1. Multiple User Towers. All approved towers greater than 75 feet in height must be designed to accommodate at least two sets of wireless communication antennae. Prior to issuance of a building permit, the applicant and property owner must provide either of the following: (1) signed, executed lease agreements with other wireless service providers who desire to co-locate on the proposed tower, or (2) a signed statement of intent that guarantees non-discriminatory pricing for access to the tower by any competing carrier, and that the price for access will be based on the current market rate for co-location. This market rate will be established by an independent research consultant hired at the expense of the applicant. Failure to provide co-location opportunities to (or negotiate in good faith with) alternative carriers may constitute a finding of non-compliance with 4-3.1 18)c)1.F of this ordinance, and thus be grounds for revocation of the special use permit, and shall be cause for the withholding of future permits to same owners to install, build, or modify antennae or support structures within the City of Leawood.

2. Existing Site Improvement. Alterations or improvements to existing wireless communication sites shall be allowed, provided that these modifications are implemented to accommodate additional users and provided that tower height does not exceed the maximum established by this ordinance. Application for alteration to an existing site will require approval of new special use permit, including notification and public hearing.

3. Antennae may be added 'as of right' to any approved multi-user tower after securing proper building permits, provided that their addition does not exceed the tower capacity approved by the original special use permit. Any proposed antenna that exceeds the originally approved capacity limit shall be considered a revised application, and shall require a special use permit to locate.

k) Abandoned Or Unsafe Towers and Antenna Support Structures

Any tower or antenna support structure which is occupied by inactive antennae for a period of 12 (twelve) months shall be considered abandoned and a nuisance, and will be removed at the owner's expense within 90 (ninety) days. Any tower or antenna support

structure which is not maintained to a suitable degree of safety and appearance (as determined by the Director of Planning, Chief Building Inspector, and any applicable code) will also be considered a nuisance and will be upgraded or removed at the owner's expense. In the future should the levels of radio frequency radiation emitted by a wireless communication facility be determined a threat to human health or safety, the facility shall be cured or immediately removed (within 90 days) at the owner's expense. This finding must be either mandated by federal legislative action, or based on regulatory guidelines established by the FCC.

I) Building Codes and Inspection

1. To insure the structural integrity of towers, the owner of a tower shall ensure that it is (constructed and) maintained in compliance with standards contained in applicable local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the governing authority concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance within said thirty (30) days, the governing authority may order the removal or cause the removal of such tower at the owner's expense.

2. At least every 24 months, the tower shall be inspected by an expert who is regularly involved in the maintenance, inspection and/or erection of communication towers. At a minimum, this inspection shall be conducted in accordance with the tower inspection check list provided in the Electronic Industries Association (EIA) Standard 222, 'Structural Standards for Steel Antenna Towers and Antenna Support Structures.' A copy of such inspection record shall be provided to the City. Said inspection shall be conducted at the facility owner's expense.

3. In all areas of the city where the cables, wire, and other like facilities of public utilities exist underground, or are required by the City to be placed underground, an operator shall also place its cables, wires, or other facilities underground.

4. In the case of any disturbance to a street or other public property, caused by an operator during the course of constructing or maintaining its system facilities, an operator shall, at its own expense, replace and restore all paving, sidewalk, driveway, landscaping, or surface any street or public property disturbed in as good or better condition as before the disturbance in accordance with applicable federal, state, and local laws, rules, regulations or administrative decisions. The duty to restore the street or other public property shall include the repair of any area identified by the Director of Public Works as being weakened or damaged as a result of a cut or to other invasion of the pavement of a street or other public property.

m) Exclusions

The following shall be exempt from this ordinance:

1. Any tower and antenna under seventy (70) feet in total height which is owned and operated by an amateur radio operator licensed by the FCC;

2. Any device designed for over the air reception of television broadcast signals, multi-channel, multi-point distribution service or direct broadcast satellite service.

n) Penalties

This ordinance shall be in full force and effect upon its enactment and approval, and any person found to be in violation of any of the provisions of this ordinance shall be subject to a fine of up to $500 for each day of violation.

o) Severability

If any section, subsection sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

p) Repeal of Laws in Conflict

This ordinance supersedes all ordinances or part of ordinances adopted prior hereto which are in conflict herewith, to the extent of such conflict.

q) Definitions

Act: The Communications Act of 1934, as it has been amended from time to time, including the Telecommunications Act of 1996, and shall include future amendments to the Communications Act of 1934.

Alternative tower structure: Manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

Antenna: Any device used to transmit or receive electromagnetic signals for communication purposes, not to include satellite dishes used solely for home television purposes.

Antenna support structure: Any pole, telescoping mast, tower tripod, or any other structure which supports a device used in the transmission or receipt of radio frequency energy.

Cell site: A tract or parcel of land that contains cellular communication antennae, their support structure, accessory buildings, and parking, and may include the other uses associated with an ancillary to cellular communication transmission.

Cellular service: A telecommunication service that permits customers to use wireless, mobile telephones to connect, via low power radio transmitter sites called cell sites, either to the public switched network or to other mobile cellular phones.

Cellular telecommunications: A commercial low power mobile radio service licensed by the Federal Communications Commission in a specific geographical area in which the radio frequency spectrum is divided into discrete channels which are assigned in groups to geographic cells within a service area and which are capable of being reused in different cells within the service area.

Co-location: Placement of wireless communication equipment by more than one provider on a single tower or other type of antenna support structure.

Directional antenna: An antenna or array of antennae designed to concentrate a radio signal in a particular area.

Effective radiated power: (ERP) The product of the antenna power input and the numerically equal power output gain.

Enhanced specialized mobile radio: (ESMR) A specialized mobile radio network which utilizes integrated digital enhanced network.

EPA: Environmental Protection Agency.

FAA: Federal Aviation Administration.

FCC: Federal Communications Commission.

Governing body: Shall mean the governing authority of the City of Leawood, Kansas.

Guyed tower: A wireless communication tower that is supported, in whole or in part, by guy wires and ground anchors.

Interference: Disturbances in reception caused by intruding signals or electrical current.

Lattice tower: A three or four sided tower constructed of open steel framing.

License: The rights and obligations extended by the City to an operator to own, construct, maintain, and operate its system within the boundaries of the City for the sole purpose of providing services t persons or areas outside the City.

Low power telecom facility: An unmaned facility consisting of equipment for the reception, switching and/or receiving of wireless telecommunications operating at 1,000 watts or less effective radiated power (ERP), including but not limited to the following:

- Point-to-point microwave signals;
- Signals through FM radio translators;
- Signals through FM radio boosters under 10 watts ERP;
- Cellular, ESMR, and Personal Communication Services (Networks);
- Private low power mobile radio service.

Micro-cell: A low power mobile radio service telecommunications facility used to provide increased capacity in high call demand areas or to improve coverage in areas of weak coverage.

Microwave: Electromagnetic radiation with frequencies higher than 300 MHz; highly directional signal used to transmit radio frequencies from point to point at a relatively low power level.

Microwave antenna: A dish-like antenna manufactured in many sizes and shapes used to link communication sites together by wireless transmission of voice or data.

Monopole: A wireless communication tower of single-pole design, constructed without support (guy) wires or anchors.

Omnidirectional antenna: An antenna that is equally effective in all directions and whose size varies with the frequency and gain for which it is designed. (a.k.a. whip antenna).

Panel antenna: An antenna that transmits signals in specific directions, and are typically square or rectangular in shape.

Personal communications services (PCS): Digital wireless telephone technology such as portable phones, pagers, fax, and computers. Such mobile technology promises to allow each consumer to use the same telephone number wherever he or she goes. Also known as personal communications networks (PCN).

Public property: Any real property, easement, right-of-way, air space, or other interest in real estate owned by any governmental entity.

Repeater: A low power mobile radio service telecommunications facility that extends coverage of a cell to areas not covered by the originating cell.

Specialized Mobile Radio: A mobile radio which is utilized in conjunction with ESMR, which includes interconnect and dispatch services.

(Ground) support equipment: Any cabinet, building, power source or other equipment constructed on the ground, and used to assist antennae in the generation or receipt of electromagnetic communication signals.

Telecommunications: The transmission, between or among points as specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

Tower: A structure designed to support at least one or more communication antenna. This does not include structures owned and operated by amateur radio personnel licensed by the FCC.

Tower height: The vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure. If the support structure is on a sloped grade, then the average

between the highest and lowest grades shall be used in calculating the tower height.

Wireless communication facility: Any complex, including tower, antennae, and ground support equipment, used for the transmission or receipt of electromagnetic communication signals.

19) Television and amateur radio antennae exceeding district height limitations.

20) Reservoirs, towers, filter beds, or water treatment plants;

21) Riding stables and tracks;

22) Wastewater treatment plant;

23) Motor hotels, motels, hotels, and convention centers;

24) Buildings, structures, and premises for public utility services, or public service corporations;

25) Temporary use of land or building for commercial or industrial purposes, provided that any building or structure constructed thereon which is not otherwise permitted in the District in which such land is situated shall be temporary, and any stored equipment or material shall be removed upon the date of expiration of the special use permit, which permit shall be valid for not more than 2 years but may be renewed after public hearing;

26) Assembly halls, community centers, philanthropic organizations;

27) Child care centers, family day care homes, preschools, nursery schools, Montessori schools, private kindergartens, day care homes and group day care homes; not to include group homes as defined herein.

28) Off-street parking lots or off-street parking structures of a temporary or permanent nature;

29) Group boarding home for minors or adults; not to include group homes as defined herein.

30) Private ambulance service;

31) Bed and breakfast;

32) Horse pasturing on lots of less than 3 acres in residential districts.

33) Temporary self contained health care suites located within an attached garage are intended to provide an "in home" physical care facility as a temporary alternative to a nursing home environment. It is not intended to provide long term care lodging for anyone that would be better served by a more permanent solution. Such permanent alternate solutions may require an alteration to the home, an addition onto the home, or off-site care by a health care institution. Such use is allowed as a special use provided the following conditions are met:

a) The suites are to be freestanding self contained units including independent heating and air conditioning units and plumbing systems.

b) Not more than 2 persons shall be housed in such suite provided said housing is necessitated by a physical impairment or health care need of one or both persons and said health care need is being met by occupant or occupants of the existing home. Said person(s) residing in such health care suite shall be either an occupant or a relative of the occupant of the home except in cases when an overnight health care provider is required.

c) A letter from a licensed doctor of medicine or osteopathy shall be submitted, along with the application for special use, verifying the need for such health care suite by the applicant or prospective resident of said suite.

d) Health care suites shall be limited to a maximum of 2 years duration. Such use may only be continued for 1 additional year and only after review and approval by the Plan Commission and City Council. Any amount of time beyond 3 years will require a permanent solution to be specified at the time the additional year is requested. Such solution shall be made a condition of approval if granted. At the end of the special use, the unit shall be removed and the garage restored to its former condition.

e) Any exterior modification of the home necessitated by the suite, such as the temporary removal of the garage door(s) to facilitate a private entry, windows, or heating or cooling units, shall be replaced with materials of an architectural likeness to the existing home. Samples of materials proposed to be used shall be submitted with the application for approval by the Plan Commission.

f) Additional written notification shall be required to the applicant's homes association and to all property owners within 200 feet of the applicant's property.

g) Because the installation of such health care suite temporarily removes the enclosed off-street parking spaces required by ordinance, the applicant shall submit an interim plan for dealing with off-street parking for the duration of the special use.

34) The Director of Planning may upon application by the proponent issue an Administrative Special Use Permit for the use of a specified parcel of land for such temporary short-term uses as trade shows, street fairs, expositions, promotional ventures, entertainment, seasonal sales, balloons, search lights, and tents, provided the following conditions are met:

a) The applicant shall submit in written form a complete description of the proposed use, including estimated accumulation of automobiles and persons, hours of operation, and other characteristics and effects on the neighborhood.

b) The applicant shall submit a site plan showing the location of any proposed structure.

c) The short-term special use shall not be operated longer than 10 consecutive days.

d) No more than 3 special event permits per calendar year shall be issued administratively at any location. Any additional permits may be granted by the Governing Body.

e) Upon the cessation of the short-term special use, all materials and equipment shall be promptly removed and the property restored to its normal condition.

f) Any structure used in conjunction with the special event shall be the subject of a valid building permit or tent permit.

g) The special event shall not cause undue traffic congestion or accident potential given anticipated attendance and the design of adjacent streets, intersections, and traffic controls.

h) The activity shall not cause the overcrowding of parking facilities given anticipated attendance and the possible reduction in the number of available spaces used by the event itself.

i) The special event shall not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter or visual pollution.

j) If, after giving full consideration to the effect of the requested special use on the neighborhood and the community, the Director of Planning deems the special use reasonable, the special use permit for the short-term use may be approved. Conditions of operation, provision for surety bond, and other reasonable safeguards may be written into the special use permit. Such permit may be approved in any zoning district.

k) Any applicant denied an Administrative Special Use Permit shall be notified in writing of the reasons for the denial and of the opportunity to appeal the denial to the Governing Body.

35) House or structure relocation to a permanent site within the City Limits provded the following conditions can be met:

a) The house or structure shall be found to be compatible with the surrounding houses or structures and neighborhood including, but not limited to, size, design or general architecture, lot location, and lot size;

b) The structure be made habitable within 6 months of relocation;

c) the applicant shall conform to the provisions of Article 6. "Removal of Structures" of the Leawood City Code.

Section 2. Existing Section Repealed. That existing Section 4-3 of the "Amendment to Leawood Development Ordinance" is hereby repealed. (Prior law: Ordinance No. 1641)

Section 3. Take effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 6th day of October, 1997.

Approved by the Mayor the 6th day of October, 1997.

(SEAL)

Peggy J. Dunn

Peggy J. Dunn Mayor

Attest:

Martha Heizer

Martha Heizer City Clerk

APPROVED FOR FORM:

R. S. Wetzler City Attorney

ORD1693

Publication Fees: $357.24

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1693--10/21/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

October 22, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$357.24

ORDINANCE NO. 1693

First published in The Legal Record, Tuesday, October 21, 1997.

ORDINANCE NO. 1693

AN ORDINANCE AMENDING SECTION 4-3 OF THE "AMENDMENT TO LEAWOOD DEVELOPMENT ORDINANCE", PROVIDING FOR CHANGES IN THE SPECIAL USE PROVISIONS FOR CELLULAR TOWERS; AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. "Amendment to Leawood Development Ordinance" Amended. That Section 4-3 of the "Amendment to Leawood Development Ordinance", is hereby amended to read as follows:

4-3 SPECIAL USE PROVISIONS

4-3.1 Special Uses Designated

Any of the following uses may be located in any district by Special Use Permit of the Governing Body after notification of adjacent and abutting property owners, public hearing, and after recommendation of the Plan Commission, under such conditions as to operation, site development, signs, and time limit as may be deemed necessary in order that such use will not seriously injure the appropriate use of the neighboring property, and will conform to the general intent and purpose of this Ordinance and shall comply with the height and area regulations of the district in which they may be located unless a variance is specifically granted by the Board of Zoning Appeals.

1) Amusement parks, privately-owned baseball or athletic fields, race tracks;

2) Aviation fields or airports, under such restrictions as may be imposed to control noise, promote safety, and prevent undue danger to aircraft or to surrounding property;

3) Cemeteries, mausoleums, or crematories for the disposal of the dead;

4) Public and private schools;

5) Churches, synagogues and other places of worship;

6) Clubs, including those where alcoholic beverages are consumed;

7) Drive-in theaters;

8) Golf driving ranges, commercial or illuminated;

9) Gun clubs, skeet shoots, or target ranges;

10) Tennis courts and paved play areas, commonly referred to as "Sport Courts", hereinafter referred to as courts, may be approved as a special use. In order to prevent a negative influence on the neighborhood and creation of a potential nuisance use the following conditions shall be considered minimum requirements to be met.

a) Courts will only be considered as a special use if said court is accessory to the principal use it is intended to serve. Courts on separate lots will not be considered as stand alone structures.

b) Plans shall be submitted for approval and shall be based upon compliance with the following standards: 1) The need for screening to protect the privacy of adjoining properties, including noise and lighting, if proposed, and 2) surface runoff. These standards are to be considered minimums and other factors may be considerations for approval by the Plan Commission and/or Governing Body.

c) Courts shall not be constructed within a required front yard and shall be located a minimum of 10 feet from any rear or side lot line. Screen plantings of a height necessary to muffle noise and block lights may be required as a condition to the special use approval.

d) Fences for courts may be up to 12 feet in height and shall be of a green or black PVC coated chain link fabric. Said fences shall be located a minimum of 10 feet from any rear or interior side lot line.

e) Courts shall be designed so that the surface water will be carried to the street or storm drainage system on the owner's property, or by underground pipe to the public street or storm drainage system, or if across other ownership's, easements must be obtained. A statement along with a detailed drawing from a professional engineer, P.E., shall be submitted showing and stating that these drainage requirements have been or will be met.

f) All court lighting shall be subject to approval as a special use either in conjunction with the application for a sport court or separately as an addition at a later date. Existing courts requesting lighting must apply for same as a separate special use. A lighting plan shall be submitted which indicates the lumins (footcandles) at the property line and distance to the nearest structures. Footcandles shall not exceed 1.5 measured anywhere along the adjacent property lines. Illumination levels shall be measured with a photoelectric photometer having a spectral response similar to that of the human eye, following the standard spectral luminous efficiency curve adopted by the International Commission on Illumination. A lighted court may be required to have additional screening in order to mitigate the affect of lighting on any adjoining properties

g) No court lighting shall be permitted between the hours of 10:00 p.m. and 7:00 a.m.

h) A landscape plan shall be submitted at time of application for special use indicating plant material, size, location and spacing proposed.

i) All courts shall require a building permit prior to grading and/or installation.

11) Hospitals; special care facilities for humans; not in include group homes as defined herein.

12) Campgrounds, picnic groves and fishing lakes, including minor and incidental concession facilities for patrons only;

13) Nursery sales office, building greenhouse, or area (wholesale or retail);

14) Nursing and convalescent homes; housing for the elderly; retirement centers and communities; not to include group homes as defined herein.

15) Outdoor poster panels or billboards; off-site promotional signs;

16) Veterinary clinics, dog kennels;

17) Radio, television and microwave towers;

18) **Regulations for the Siting and Construction of Wireless Communication Antennae and Support Equipment**

a) Statement of Intent

The Telecommunications Act of 1996 grants authority to local jurisdictions over decisions regarding the placement, construction, and modification of telecommunication towers, antennae and other wireless service facilities. As the City of Leawood has many diverse and unique landscapes that perpetuate the identity of its residential neighborhoods, protection of these valuable resources is paramount.

Accordingly, the governing body finds that the unregulated placement and design of wireless communication equipment results in visual clutter that adversely affects community aesthetics and damages the character that Leawood is built around. This ordinance is intended to provide minimum standards that ensure the communication needs of residents and business are met, while at the same time protecting the general safety and welfare of the community.

b) Purpose

A wireless communication facility or tower may be sited, constructed, designed or maintained in the City of Leawood provided that it is in conformance with the stated standards, procedures, and other requirements of this ordinance.

More specifically, these regulations are necessary to:

1. Provide for suitable location of wireless communication antennae, towers, and supporting ground equipment as to mitigate their effect on residential neighborhoods and land uses;

2. Maintain community aesthetics by minimizing the visual effects of towers through specific design and siting criteria;

3. Maximize the use of existing towers and other structures as to minimize the need for new tower locations;

4. Encourage co-location among wireless communication providers on existing and newly constructed sites in order to reduce the overall number of towers needed;

5. Promote the use of innovative camouflage and disguise techniques for antennae support structures as to integrate their appearance with the many architectural and natural themes found throughout the City of Leawood.

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c) Special Use Permit Required

1. Communication towers shall be allowed, subject to approval of a special use permit granted by the Governing Body, after notification of adjacent and abutting property owners within 1000 feet of said property, public hearing, and after recommendation on the matter by the Plan Commission. Written notification shall be conducted by certified return receipt mail for those parcels within 200 feet of said property and via regular mail as a courtesy for parcels beyond the 200 foot mark.

Consideration of the special use shall be in accordance with the following as established by this ordinance:

A) Suitable location in accordance to the zoning districts and planned areas in which wireless communication facilities are allowed;

B) Maximum tower height;

C) Minimum setbacks of the wireless communication tower and supporting equipment from the property line;

D) Minimum buffer distance between the wireless communication tower and base supporting equipment from surrounding planned and existing residential areas;

E) Design, landscape, and screening of the wireless communication facility and all related equipment;

F) Co-location among users on newly proposed towers;

G) Minimum separation distances among towers to be constructed within the City of Leawood.

2. Prior to issuance of the special use permit for the operation of a wireless communication facility, the applicant will provide a performance or cash bond in an amount equal to twenty (20) percent of total construction costs for the facility. This bond will be secured for discretionary use by the City of Leawood for maintenance and / or removal of the facility should it become necessary to do so. The bond will be secured for the term of the special use permit plus one year.

3. Pre-existing Wireless Communication Equipment. Pre-existing wireless communication towers, antennae, and related equipment shall be considered a legal non-conforming use and shall not be required to meet the mandates of this ordinance (with the exception of 4-3 1 18)k) until the expiration of their applicable special use permit. Routine maintenance, including the replacement of new antennae of like construction shall be permitted on such existing telecommunication facilities. A telecommunications facility that has received City approval as of the effective date of this ordinance in the form of a special use exception, but has not yet been constructed or placed in operation, shall be considered an existing telecommunications facility so long as such approval is current and not expired.

4. Placement of an antenna on a non-conforming structure shall be considered an expansion of the non-conforming structure unless prior approval specifically contemplated multiple antennae. The cumulative effect of any additional antennae and transmission equipment placed upon a non-conforming structure must comply with the radio frequency radiation emission guidelines established by the FCC.

d) Zoning Location Requirements

1. Newly proposed wireless communication antennae, towers and supporting ground equipment shall not be permitted within any planned or existing residential area to include RP-A, RP-A5, R-1, RP-1, RP-2, RP-3, and RP-4 zoning districts. Exceptions to this may be provided for the following, upon approval of a special use permit:

A) Church sites, when camouflaged as steeples, bell towers, etc.;

B) Park sites, when camouflaged to be compatible with the natural elements of the park;

C) Existing non-residential structures when designed to be architecturally integral and compatible with said structure.

2. Wireless communication towers, antennae, and supporting ground equipment shall be allowed, subject to approval of a special use permit, within the following planned or existing areas and districts:

A) CP-O, Planned Office;

B) CP-1, Planned Neighborhood Retail;

C) CP-2, Planned General Retail;

D) BP, Planned Business Park;

E) PI, Planned Industrial;

F) SD, Special Development;

G) REC, Planned Recreation;

H) AG, Agricultural (when master planned for commercial, industrial, or recreational uses).

All districts delineated within this ordinance shall be defined by the current, approved Zoning and Master Development Plan maps established for the City of Leawood.

3. Necessary Site. In order to construct a new wireless communication tower within any permitted area, the applicant must provide an inventory of existing antennae locations within a three mile radius of the proposed site. The applicant must also demonstrate, using technological and written evidence, that these sites are inadequate to fulfill the grid needs of the carrier, or that a reasonable co-location lease agreement could not be reached with the owners of said alternative sites. For the purpose of this ordinance "reasonable" shall be defined as the total of all costs related to the construction of a new tower.

4. Grid Information. At the time of site selection, the applicant shall demonstrate how the facility will impact the overall network of the carrier within the City of Leawood and adjacent Cities on both sides of the state line.

e) Tower Height

Evidence shall be supplied at the time of site selection that the proposed tower height is necessary to meet coverage needs. Any proposed wireless communication tower, within any allowed area, shall not exceed 150 feet in height (including lightning rod). However, exception to this rule may be granted provided that the applicant show clear evidence that additional height is needed to provide necessary signal coverage. However, no exception shall be granted in excess of thirty (30) feet above the prescribed height limit, thus establishing an absolute excepted height of 180 feet (unless specifically necessary for City directed Public Safety equipment). This evidence must be supported by radio frequency engineered documentation and the opinion of a qualified, non-biased telecommunications consultant hired by the City at the expense of the applicant.

This written opinion shall include a finding of concurrence that: (1) no other existing tower or structure can satisfy the coverage needs of the applicant, (2) no other location can fulfill the coverage needs of the applicant at the maximum tower height as established by this ordinance, (3) all costs associated with co-location on an acceptable existing tower or structure are substantially greater than the related construction costs of a new tower.

f) Setback and Buffer Requirements

1. Setbacks. Wireless communication towers and support equipment shall meet the applicable building setback limits of the zoning district in which the facility is to be sited. Communication towers may occupy a leased parcel on a site meeting the minimum lot size requirements for the zoning district in which the tower is located.

2. Distance From Residential Areas. Any proposed wireless communication tower shall be sited at a distance of at least 500 feet, in all directions, from the base of the tower to the property line of any existing or planned residential neighborhood, as shown on the approved City of Leawood Zoning or Master Development Plan Maps.

g) Design Requirements

1. Site Plan and Photo Simulations Required. Any application for construction of a new wireless communication facility and tower must provide a detailed site plan of the

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proposed project. This property scaled site plan will include one page (including ground contours) that portrays layout of the site, as well as proposed and existing structures within 150 feet of the tower base. Access to and from the site, as well as dimensioned proposed and existing drives, must be included on this plan. Detailed exterior elevations (from all views) of the tower, screening wall, and all proposed buildings must also be submitted. Finally, a landscape plan detailing location, size, number and species of plant materials must be included for review by Planning and Development.

2. Color and Finish. Any approved wireless communication tower will be constructed of a monopole design. Guy and lattice-type towers will not be allowed within the City of Leawood. Exterior finish of the monopole will provide for a non-segmented, tapered appearance. Communication towers and related support buildings and equipment will be designed, camouflaged, and colored so that their appearance blends with the surrounding natural and built environment. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

3. All approved towers greater than 75 feet in height must be designed and engineered to accommodate at least two sets of wireless communication antennae. Antennae bridges or platforms will only be allowed on communication towers that are designed for multiple users.

4. Towers less than 75 feet in height must be designed so that their antennae are internally placed, thus creating a smooth, non-projecting appearance. No antenna bridge or platform will be allowed on any tower less than 75 feet in height.

5. Antennae on Structures Other Than Towers. Antennae and communication support equipment located on any existing tower or suitable structure shall be of materials and color that are consistent with the surrounding elements so as to blend architecturally with said structure. Antennae on the rooftop or above a structure shall be screened, constructed and/or colored to match the structure to which they are attached. Antennae mounted on the side of a building or structure shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Microwave antennae exceeding 12 inches in diameter on a roof or building-mounted facility shall not exceed the height of the structure to which they are attached, unless fully enclosed. If an accessory equipment shelter is present, it must blend with the surrounding building(s) in architectural character and color.

6. Towers, antennae and cabinet equipment used for wireless communication purposes shall meet or exceed all minimum structural and operational standards as established by the FCC, FAA, EPA and other applicable federal regulatory agencies. If such standards and regulations are changed, then the owners of the towers and antennae governed by this ordinance shall bring such towers and antennae into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring towers and antennae into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense. Any such removal by the governing authority shall be in the manner provided within 4-3.1 18)k) of this ordinance.

7. An engineer's certification that anticipated levels of electromagnetic radiation to be generated by facilities on the site, including the effective radiated power (ERP) of the antenna, shall be within the guidelines established by the FCC. The cumulative effect of all antennae and transmitting equipment on a site will also comply with the radio frequency radiation emission guidelines established by the FCC. An antenna radiation pattern shall be included for each antenna, along with directional data concerning the pointing of any directive antennae.

8. All telecommunications facilities shall be equipped with an appropriate anti-climbing device or other similar protective device to prevent unauthorized access to the telecommunications facility.

9. It is the responsibility of the carrier to promptly resolve any electromagnetic interference problems created per FCC regulations.

10. All parking areas and drives associated with any wireless communications facility shall comply with applicable provisions for such facilities in each zoning district, except that the Plan Commission or Governing Body may waive the requirements for curbing and guttering when they are not needed for drainage purposes.

h) Lighting, Landscaping, and Screening Requirements

1. Screening Wall. All buildings, cabinets, and other ground support equipment associated with a wireless communication site will be screened with a full perimeter wall. This wall is to be constructed of concrete block and surfaced with a material (stucco, brick, etc.) to match the architecture of surrounding structures. The minimum height of the wall will be 6 feet from ground level.

2. Landscape Materials. Landscaping in the form of pines and other flowering and deciduous trees is required to the outside of the perimeter screening wall. The standard buffer shall consist of a landscaped strip at least six (six) feet wide outside the perimeter screening wall. Pines are to be a minimum of 6 feet in height, while other trees are to have a minimum 2 inch caliper. The owner of the wireless communication facility shall be responsible for maintenance of all related landscape and screening materials. Existing mature tree growth and natural forms on the site shall be preserved to the maximum extent possible.

3. Authority to Trim Trees. An operator shall have authority to trim trees and shrubbery upon and overhanging streets and other public property so as to prevent the branches and foliage of such trees and shrubbery from coming in contact and interfering with the wires, cables and other facilities of an operator. All trimming shall be done under the supervision and direction of the City.

4. Lighting. Towers shall not be artificially lighted, unless required by the FAA or applicable authority. If lighting is required, the governing authority may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.

i) Separation Distances

No newly proposed wireless communication tower shall be allowed to locate within 1000 feet of an existing tower. This distance shall be measured from the base of the existing tower to the base site location of the proposed tower.

j) Co-location

1. Multiple User Towers. All approved towers greater than 75 feet in height must be designed to accommodate at least two sets of wireless communication antennae. Prior to issuance of a building permit, the applicant and property owner must provide either of the following: (1) signed, executed lease agreements with other wireless service providers who desire to co-locate on the proposed tower, or (2) a signed statement of intent that guarantees non-discriminatory pricing for access to the tower by any competing carrier, and that the price for access will be based on the current market rate for co-location. This market rate will be established by an independent research consultant hired at the expense of the applicant. Failure to provide co-location opportunities to (or negotiate in good faith with) alternative carriers may constitute a finding of non-compliance with 4-3.1 18)c)1.F of this ordinance, and thus be grounds for revocation of the special use permit, and shall be cause for the withholding of future permits to same owners to install, build, or modify antennae or support structures within the City of Leawood.

2. Existing Site Improvement. Alterations or improvements to existing wireless communication sites shall be allowed, provided that these modifications are implemented to accommodate additional users and provided that tower height does not exceed the maximum established by this ordinance. Application for alteration to an existing site will require approval of new special use permit, including notification and public hearing.

3. Antennae may be added 'as of right' to any approved multi-user tower after securing proper building permits, provided that their addition does not exceed the tower capacity approved by the original special use permit. Any proposed antenna that exceeds the originally approved capacity limit shall be considered a revised application, and shall require a special use permit to locate.

k) Abandoned Or Unsafe Towers and Antenna Support Structures

Any tower or antenna support structure which is occupied by inactive antennae for a period of 12 (twelve) months shall be considered abandoned and a nuisance, and will be removed at the owner's expense within 90 (ninety) days. Any tower or antenna support

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structure which is not maintained to a suitable degree of safety and appearance (as determined by the Director of Planning, Chief Building Inspector, and any applicable code) will also be considered a nuisance and will be upgraded or removed at the owner's expense. In the future should the levels of radio frequency radiation emitted by a wireless communication facility be determined a threat to human health or safety, the facility shall be cured or immediately removed (within 90 days) at the owner's expense. This finding must be either mandated by federal legislative action, or based on regulatory guidelines established by the FCC.

l) Building Codes and Inspection

1. To insure the structural integrity of towers, the owner of a tower shall ensure that it is (constructed and) maintained in compliance with standards contained in applicable local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the governing authority concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance within said thirty (30) days, the governing authority may order the removal or cause the removal of such tower at the owner's expense.

2. At least every 24 months, the tower shall be inspected by an expert who is regularly involved in the maintenance, inspection and/or erection of communication towers. At a minimum, this inspection shall be conducted in accordance with the tower inspection check list provided in the Electronic Industries Association (EIA) Standard 222, 'Structural Standards for Steel Antenna Towers and Antenna Support Structures.' A copy of such inspection record shall be provided to the City. Said inspection shall be conducted at the facility owner's expense.

3. In all areas of the city where the cables, wire, and other like facilities of public utilities exist underground, or are required by the City to be placed underground, an operator shall also place its cables, wires, or other facilities underground.

4. In the case of any disturbance to a street or other public property, caused by an operator during the course of constructing or maintaining its system facilities, an operator shall, at its own expense, replace and restore all paving, sidewalk, driveway, landscaping, or surface any street or public property disturbed in as good or better condition as before the disturbance in accordance with applicable federal, state, and local laws, rules, regulations or administrative decisions. The duty to restore the street or other public property shall include the repair of any area identified by the Director of Public Works as being weakened or damaged as a result of a cut or to other invasion of the pavement of a street or other public property.

m) Exclusions

The following shall be exempt from this ordinance:

1. Any tower and antenna under seventy (70) feet in total height which is owned and operated by an amateur radio operator licensed by the FCC;

2. Any device designed for over the air reception of television broadcast signals, multi-channel, multi-point distribution service or direct broadcast satellite service.

n) Penalties

This ordinance shall be in full force and effect upon its enactment and approval, and any person found to be in violation of any of the provisions of this ordinance shall be subject to a fine of up to $500 for each day of violation.

o) Severability

If any section, subsection sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

p) Repeal of Laws in Conflict

This ordinance supersedes all ordinances or part of ordinances adopted prior hereto which are in conflict herewith, to the extent of such conflict.

q) Definitions

Act: The Communications Act of 1934, as it has been amended from time to time, including the Telecommunications Act of 1996, and shall include future amendments to the Communications Act of 1934.

Alternative tower structure: Manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

Antenna: Any device used to transmit or receive electromagnetic signals for communication purposes, not to include satellite dishes used solely for home television purposes.

Antenna support structure: Any pole, telescoping mast, tower tripod, or any other structure which supports a device used in the transmission or receipt of radio frequency energy.

Cell site: A tract or parcel of land that contains cellular communication antennae, their support structure, accessory buildings, and parking, and may include the other uses associated with an ancillary to cellular communication transmission.

Cellular service: A telecommunication service that permits customers to use wireless, mobile telephones to connect, via low power radio transmitter sites called cell sites, either to the public switched network or to other mobile cellular phones.

Cellular telecommunications: A commercial low power mobile radio service licensed by the Federal Communications Commission in a specific geographical area in which the radio frequency spectrum is divided into discrete channels which are assigned in groups to geographic cells within a service area and which are capable of being reused in different cells within the service area.

Co-location: Placement of wireless communication equipment by more than one provider on a single tower or other type of antenna support structure.

Directional antenna: An antenna or array of antennae designed to concentrate a radio signal in a particular area.

Effective radiated power: (ERP) The product of the antenna power input and the numerically equal power output gain.

Enhanced specialized mobile radio: (ESMR) A specialized mobile radio network which utilizes integrated digital enhanced network.

EPA: Environmental Protection Agency.

FAA: Federal Aviation Administration.

FCC: Federal Communications Commission.

Governing body: Shall mean the governing authority of the City of Leawood, Kansas.

Guyed tower: A wireless communication tower that is supported, in whole or in part, by guy wires and ground anchors.

Interference: Disturbances in reception caused by intruding signals or electrical current.

Lattice tower: A three or four sided tower constructed of open steel framing.

License: The rights and obligations extended by the City to an operator to own, construct, maintain, and operate its system within the boundaries of the City for the sole purpose of providing services t persons or areas outside the City.

Low power telecom facility: An unmaned facility consisting of equipment for the reception, switching and/or receiving of wireless telecommunications operating at 1,000 watts or less effective radiated power (ERP), including but not limited to the following:

- Point-to-point microwave signals;
- Signals through FM radio translators;
- Signals through FM radio boosters under 10 watts ERP;
- Cellular, ESMR, and Personal Communication Services (Networks);
- Private low power mobile radio service.

Micro-cell: A low power mobile radio service telecommunications facility used to provide increased capacity in high call demand areas or to improve coverage in areas of weak coverage.

Microwave: Electromagnetic radiation with frequencies higher than 300 MHz; highly directional signal used to transmit radio frequencies from point to point at a relatively low power level.

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Microwave antenna: A dish-like antenna manufactured in many sizes and shapes used to link communication sites together by wireless transmission of voice or data.

Monopole: A wireless communication tower of single-pole design, constructed without support (guy) wires or anchors.

Omnidirectional antenna: An antenna that is equally effective in all directions and whose size varies with the frequency and gain for which it is designed. (a.k.a. whip antenna).

Panel antenna: An antenna that transmits signals in specific directions, and are typically square or rectangular in shape.

Personal communications services (PCS): Digital wireless telephone technology such as portable phones, pagers, fax, and computers. Such mobile technology promises to allow each consumer to use the same telephone number wherever he or she goes. Also known as personal communications networks (PCN).

Public property: Any real property, easement, right-of-way, air space, or other interest in real estate owned by any governmental entity.

Repeater: A low power mobile radio service telecommunications facility that extends coverage of a cell to areas not covered by the originating cell.

Specialized Mobile Radio: A mobile radio which is utilized in conjunction with ESMR, which includes interconnect and dispatch services.

(Ground) support equipment: Any cabinet, building, power source or other equipment constructed on the ground, and used to assist antennae in the generation or receipt of electromagnetic communication signals.

Telecommunications: The transmission, between or among points as specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

Tower: A structure designed to support at least one or more communication antenna. This does not include structures owned and operated by amateur radio personnel licensed by the FCC.

Tower height: The vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the tower height.

Wireless communication facility: Any complex, including tower, antennae, and ground support equipment, used for the transmission or receipt of electromagnetic communication signals.

19) Television and amateur radio antennae exceeding district height limitations.

20) Reservoirs, towers, filter beds, or water treatment plants;

21) Riding stables and tracks;

22) Wastewater treatment plant;

23) Motor hotels, motels, hotels, and convention centers;

24) Buildings, structures, and premises for public utility services, or public service corporations;

25) Temporary use of land or building for commercial or industrial purposes, provided that any building or structure constructed thereon which is not otherwise permitted in the District in which such land is situated shall be temporary, and any stored equipment or material shall be removed upon the date of expiration of the special use permit, which permit shall be valid for not more than 2 years but may be renewed after public hearing;

26) Assembly halls, community centers, philanthropic organizations;

27) Child care centers, family day care homes, preschools, nursery schools, Montessori schools, private kindergartens, day care homes and group day care homes; not to include group homes as defined herein.

28) Off-street parking lots or off-street parking structures of a temporary or permanent nature;

29) Group boarding home for minors or adults; not to include group homes as defined herein.

30) Private ambulance service;

31) Bed and breakfast;

32) Horse pasturing on lots of less than 3 acres in residential districts.

33) Temporary self contained health care suites located within an attached garage are intended to provide an "in home" physical care facility as a temporary alternative to a nursing home environment. It is not intended to provide long term care lodging for anyone that would be better served by a more permanent solution. Such permanent alternate solutions may require an alteration to the home, an addition onto the home, or off-site care by a health care institution. Such use is allowed as a special use provided the following conditions are met:

a) The suites are to be freestanding self-contained units including independent heating and air conditioning units and plumbing systems.

b) Not more than 2 persons shall be housed in such suite provided said housing is necessitated by a physical impairment or health care need of one or both persons, and said health care need is being met by occupant or occupants of the existing home. Said person(s) residing in such health care suite shall be either an occupant or a relative of the occupant of the home except in cases when an overnight health care provider is required.

c) A letter from a licensed doctor of medicine or osteopathy shall be submitted, along with the application for special use, verifying the need for such health care suite by the applicant or prospective resident of said suite.

d) Health care suites shall be limited to a maximum of 2 years duration. Such use may only be continued for 1 additional year and only after review and approval by the Plan Commission and City Council. Any amount of time beyond 3 years will require a permanent solution to be specified at the time the additional year is requested. Such solution shall be made a condition of approval if granted. At the end of the special use, the unit shall be removed and the garage restored to its former condition.

e) Any exterior modification of the home necessitated by the suite, such as the temporary removal of the garage door(s) to facilitate a private entry, windows, or heating or cooling units, shall be replaced with materials of an architectural likeness to the existing home. Samples of materials proposed to be used shall be submitted with the application for approval by the Plan Commission.

f) Additional written notification shall be required to the applicant's homes association and to all property owners within 200 feet of the applicant's property.

g) Because the installation of such health care suite temporarily removes the enclosed off-street parking spaces required by ordinance, the applicant shall submit an interim plan for dealing with off-street parking for the duration of the special use

34) The Director of Planning may upon application by the proponent issue an Administrative Special Use Permit for the use of a specified parcel of land for such temporary short-term uses as trade shows, street fairs, expositions, promotional ventures, entertainment, seasonal sales, balloons, search lights, and tents, provided the following conditions are met:

a) The applicant shall submit in written form a complete description of the proposed use, including estimated accumulation of automobiles and persons, hours of operation, and other characteristics and effects on the neighborhood.

b) The applicant shall submit a site plan showing the location of any proposed structure.

c) The short-term special use shall not be operated longer than 10 consecutive days.

d) No more than 3 special event permits per calendar year shall be issued administratively at any location. Any additional permits may be granted by the Governing Body.

e) Upon the cessation of the short-term special use, all materials and equipment shall be promptly removed and the property restored to its normal condition.

f) Any structure used in conjunction with the special event shall be the subject of a valid building permit or tent permit.

g) The special event shall not cause undue traffic congestion or accident potential given anticipated attendance and the design of adjacent streets, intersections, and traffic controls

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h) The activity shall not cause the overcrowding of parking facilities given anticipated attendance and the possible reduction in the number of available spaces used by the event itself.

i) The special event shall not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter or visual pollution.

j) If, after giving full consideration to the effect of the requested special use on the neighborhood and the community, the Director of Planning deems the special use reasonable, the special use permit for the short-term use may be approved. Conditions of operation, provision for surety bond, and other reasonable safeguards may be written into the special use permit. Such permit may be approved in any zoning district.

k) Any applicant denied an Administrative Special Use Permit shall be notified in writing of the reasons for the denial and of the opportunity to appeal the denial to the Governing Body.

35) House or structure relocation to a permanent site within the City Limits provded the following conditions can be met:

a) The house or structure shall be found to be compatible with the surrounding houses or structures and neighborhood including, but not limited to, size, design or general architecture, lot location, and lot size;

b) The structure be made habitable within 6 months of relocation;

c) the applicant shall conform to the provisions of Article 6. "Removal of Structures" of the Leawood City Code

Section 2. Existing Section Repealed. That existing Section 4-3 of the "Amendment to Leawood Development Ordinance" is hereby repealed. (Prior law: Ordinance No. 1641)

Section 3. Take effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 6th day of October, 1997.

Approved by the Mayor the 6th day of October, 1997.

(SEAL)

Peggy J. Dunn
Peggy J. Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM: /s/ R.S. Wetzler
R. S. Wetzler City Attorney

ORDINANCE NO. 1692

AN ORDINANCE GRANTING AN EASEMENT TO WILLIAMS PIPELINE COMPANY TO RELOCATE A GAS LINE IN THE VICINITY OF THE IRONHORSE GOLF COURSE AND VILLAGE AT IRONHORSE SUBDIVISION, SOUTH OF 151ST STREET.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood, Kansas, does hereby grant an easement to Williams Pipeline over and through the following premises in the County of Johnson in the State of Kansas, to wit:

All that part of the NW1/4 of Section 9, Township 14, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the NW1/4 of said Section 9; thence S 87°18'10" W, along the North line of the NW1/4 of said Section 9, a distance of 990.68 feet, to a point on the Northerly extension of the West line of Tract "A", VILLAGE AT IRONHORSE, a subdivision of land now in the City of Leawood, Johnson County, Kansas; thence S 2°29'26" E, along the Northerly extension of the West line of said Tract "A", a distance of 60 feet, to the Northwest corner thereof, said point also being the true point of beginning of subject tract; thence continuing S 2°29'26" E, along the West line of Tract "A", Lot 5, Tract "D" and Lot 6, of VILLAGE AT IRONHORSE, a distance of 394.18 feet; thence S 28°33'12" E, along the Southwesterly line of Lots 10 and 11, of said VILLAGE AT IRONHORSE, a distance of 180.16 feet, to the Southwesterly corner of said Lot 11; thence S 31° 10'40" E, along the Southwesterly line of Lot 12 of said VILLAGE AT IRONHORSE, a distance of 80.34 feet, to the Southwesterly corner thereof; thence S 28° 42'42" E, along the Southwesterly line of Lot 13 of said VILLAGE AT IRONHORSE, a distance of 106.90 feet, to the Southwesterly corner thereof; thence S 25°33'36" E, along the Southwesterly line of Lot 14 of said VILLAGE AT IRONHORSE, a distance of 76.10 feet, to the Southwesterly corner thereof; thence S 28°33'12" E, along the Southwesterly line of Lot 15 of said VILLAGE AT IRONHORSE, a distance of 112.22 feet, to the Southwesterly corner thereof; thence S 33°02'28" E, along the Southwesterly line of Lot 16, of said VILLAGE AT IRONHORSE, a distance of 126.03 feet, to the Southwesterly corner thereof; thence S 24°17'53" E, along the Southwesterly line of Lot 17, of said VILLAGE AT IRONHORSE, a distance of 27.22 feet; thence S 89°01'22" W, a distance of 31.41 feet; thence N 28°33'12" W, a distance of 698.42 feet, to a point on a line and its prolongation South, being 20 feet distant from, as measured perpendicular to the West line of said Tract "A", Lot 5, Tract "D" and Lot 6; thence N 2°29'26" W and

parallel with the West line of said Lot 6, Tract "D", Lot 5 and Tract "A", a distance of 398.74 feet, to a point on the prolongation West of the North line of said Tract "A"; thence N 87°18'10" E, along said line, a distance of 20 feet, to the true point of beginning of subject tract.

The above described tracts of land contain 0.540 acres, more or less.

Section 2. That a copy of said easement is attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 2nd day of September, 1997.

Approved by the Mayor the 2nd day of September, 1997.

(SEAL)

Peggy J. Dunn
Peggy J. Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R.S. Wetzler City Attorney

ORD1692

Publication Fees: $27.13

The Legal Record
213 E. Santa Fe, Suite 2
Olathe, KS 66061

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1692--9/15/98

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

September 16, 1998

Debra Valenti
Notary Public

DEBRA VALENTI
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$27.13

ORDINANCE NO. 1692

First published in The Legal Record, Tuesday, September 15, 1998.

ORDINANCE NO. 1692

AN ORDINANCE GRANTING AN EASEMENT TO WILLIAMS PIPELINE COMPANY TO RELOCATE A GAS LINE IN THE VICINITY OF THE IRONHORSE GOLF COURSE AND VILLAGE AT IRONHORSE SUBDIVISION, SOUTH OF 151ST STREET.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood, Kansas, does hereby grant an easement to Williams Pipeline over and through the following premises in the County of Johnson in the State of Kansas, to wit:

All that part of the NW1/4 of Section 9, Township 14, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the NW1/4 of said Section 9; thence S 87°18'10" W, along the North line of the NW1/4 of said Section 9, a distance of 990.68 feet, to a point on the Northerly extension of the West line of Tract "A", VILLAGE AT IRONHORSE, a subdivision of land now in the City of Leawood, Johnson County, Kansas; thence S 2°29'26" E, along the Northerly extension of the West line of said Tract "A", a distance of 60 feet, to the Northwest corner thereof, said point also being the true point of beginning of subject tract; thence continuing S 2°29'26" E, along the West line of Tract "A", Lot 5, Tract "D" and Lot 6, of VILLAGE AT IRONHORSE, a distance of 394.18 feet; thence S 28°33'12" E, along the Southwesterly line of Lots 10 and 11, of said VILLAGE AT IRONHORSE, a distance of 180.16 feet, to the Southwesterly corner of said Lot 11; thence S 31° 10'40" E, along the Southwesterly line of Lot 12 of said VILLAGE AT IRONHORSE, a distance of 80.34 feet, to the Southwesterly corner thereof; thence S 28° 42'42" E, along the Southwesterly line of Lot 13 of said VILLAGE AT IRONHORSE, a distance of 106.90 feet, to the Southwesterly corner thereof; thence S 25°33'36" E, along the Southwesterly line of Lot 14 of said VILLAGE AT IRONHORSE, a distance of 76.10 feet, to the Southwesterly corner thereof; thence S 28°33'12" E, along the Southwesterly line of Lot 15 of said VILLAGE AT IRONHORSE, a distance of 112.22 feet, to the Southwesterly corner thereof; thence S 33°02'28" E, along the Southwesterly line of Lot 16, of said VILLAGE AT IRONHORSE, a distance of 126.03 feet, to the Southwesterly corner thereof; thence S 24°17'53" E, along the Southwesterly line of Lot 17, of said VILLAGE AT IRONHORSE, a distance of 27.22 feet; thence S 89°01'22" W, a distance of 31.41 feet; thence N 28°33'12" W, a distance of 698.42 feet, to a point on a line and its prolongation South, being 20 feet distant from, as measured perpendicular to the West line of said Tract "A", Lot 5, Tract "D" and Lot 6; thence N 2°29'26" W and parallel with the West line of said Lot 6, Tract "D", Lot 5 and Tract "A", a distance of 398.74 feet, to a point on the prolongation West of the North line of said Tract "A"; thence N 87°18'10" E, along said line, a distance of 20 feet, to the true point of beginning of subject tract.

The above described tracts of land contain 0.540 acres, more or less.

Section 2. That a copy of said easement is attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 2nd day of September, 1997.

Approved by the Mayor the 2nd day of September, 1997.

(S E A L)

Peggy J. Dunn
Peggy J. Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM: /s/ R.S. Wetzler
R.S. Wetzler City Attorney

ORDINANCE NO. 1691 C

AN ORDINANCE AMENDING SECTION 11-205 OF THE CODE OF THE CITY OF LEAWOOD RELATING TO DISTURBING THE PEACE, EXEMPTIONS TO NOISE DURING CERTAIN HOURS OF THE DAY; AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Code Amended. That Section 11-205 of the Code of the City of Leawood is hereby amended to read as follows:

11-205. DISTURBING THE PEACE. (a) It shall be unlawful for any person to make, continue, maintain or cause to be made or continued any excessive, unnecessary, unreasonable or unusually loud noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the City of Leawood.

(b) It shall be unlawful for any person to use, operate or permit the use or operation of any electronic device, radio receiving set, television, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. "Neighboring inhabitants" shall include persons living within or occupying residential districts of single or multi-family dwellings and shall include areas where multiple-unit dwellings and high-density residential districts are located.

(c) No person shall congregate with other persons because of, participate in, or be in any party or gathering of people from which sound emanates of a sufficient volume so as to disturb the peace, quiet or repose of persons residing in any residential area. No person shall visit or remain within any residential dwelling unit or within the vicinity of a residential dwelling unit wherein such party or gathering of people is taking place except persons who have gone there for the sole purpose of abating said disturbance. A police officer may order all persons present in any group or gathering from which such sound emanates, other than the owners or tenants of the dwelling unit, to immediately disperse in lieu of being charged under this section. Owners or tenants of the dwelling unit shall immediately abate the disturbance and, failing to do so, shall be in violation of this section.

(d) Prima facie violation. The operation of any tool, equipment, vehicle, electronic device, set, instrument, television, phonograph, machine or other noise or sound producing device, at any time in such a manner as to be plainly audible at any adjacent property line, or for fifty (50) or more feet in the case of a multiple-family dwelling, between the hours of 10:00 p.m. and 7:00 a.m. (except on Sundays, which such

latter time shall be 8:00 a.m.), shall be prima facie evidence of a violation of this section.

(e) Exemptions. Sounds emanating from the following shall be exempt from the provisions of (a) through (d) above:

(1) Emergency vehicles;

(2) Public safety vehicles;

(3) Emergency activities of the fire or police department;

(4) Emergency activities of any utility company; and

(5) Municipal maintenance vehicles and equipment.

(f) Statement of Intent. No provision of this ordinance shall be construed to limit or abridge the rights of any person to peacefully assemble and express opinions. It is the purpose of this ordinance to protect individuals from unreasonable intrusions caused by excessive, unnecessary, unreasonable or unusually loud noises.

Section 2. Repeal of Existing Section. That existing Section 11-205 of the Code of the City of Leawood is hereby repealed. (Prior law: Ord. No. 1040C)

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of August, 1997.

Approved by the Mayor the 18th day of August, 1997.

(SEAL)

Peggy J. Dunn, Mayor

Attest:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

ORD1691C

Publication Fees: $33.81

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1691C--8/19/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

August 20, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$33.81

ORDINANCE NO. 1691 C

First published in The Legal Record, Tuesday, August 19, 1997.

ORDINANCE NO. 1691 C

AN ORDINANCE AMENDING SECTION 11-205 OF THE CODE OF THE CITY OF LEAWOOD RELATING TO DISTURBING THE PEACE, EXEMPTIONS TO NOISE DURING CERTAIN HOURS OF THE DAY; AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Code Amended. That Section 11-205 of the Code of the City of Leawood is hereby amended to read as follows:

11-205. DISTURBING THE PEACE. (a) It shall be unlawful for any person to make, continue, maintain or cause to be made or continued any excessive, unnecessary, unreasonable or unusually loud noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the City of Leawood.

(b) It shall be unlawful for any person to use, operate or permit the use or operation of any electronic device, radio receiving set, television, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. "Neighboring inhabitants" shall include persons living within or occupying residential districts of single or multi-family dwellings and shall include areas where multiple-unit dwellings and high-density residential districts are located.

(c) No person shall congregate with other persons because of, participate in, or be in any party or gathering of people from which sound emanates of a sufficient volume so as to disturb the peace, quiet or repose of persons residing in any residential area. No person shall visit or remain within any residential dwelling unit or within the vicinity of a residential dwelling unit wherein such party or gathering of people is taking place except persons who have gone there for the sole purpose of abating said disturbance. A police officer may order all persons present in any group or gathering from which such sound emanates, other than the owners or tenants of the dwelling unit, to immediately disperse in lieu of being charged under this section. Owners or tenants of the dwelling unit shall immediately abate the disturbance and, failing to do so, shall be in violation of this section.

(d) Prima facie violation. The operation of any tool, equipment, vehicle, electronic device, set, instrument, television, phonograph, machine or other noise or sound producing device, at any time in such a manner as to be plainly audible at any adjacent property line, or for fifty (50) or more feet in the case of a multiple-family dwelling, between the hours of 10:00 p.m. and 7:00 a.m. (except on Sundays, which such latter time shall be 8:00 a.m.), shall be prima facie evidence of a violation of this section.

(e) Exemptions. Sounds emanating from the following shall be exempt from the provisions of (a) through (d) above:

(1) Emergency vehicles;

(2) Public safety vehicles;

(3) Emergency activities of the fire or police department;

(4) Emergency activities of any utility company; and

(5) Municipal maintenance vehicles and equipment.

(f) Statement of Intent. No provision of this ordinance shall be construed to limit or abridge the rights of any person to peacefully assemble and express opinions. It is the purpose of this ordinance to protect individuals from unreasonable intrusions caused by excessive, unnecessary, unreasonable or unusually loud noises.

Section 2. Repeal of Existing Section. That existing Section 11-205 of the Code of the City of Leawood is hereby repealed. (Prior law: Ord. No. 1040C)

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of August, 1997.

Approved by the Mayor the 18th day of August, 1997.

(S E A L)

Peggy J. Dunn, Mayor

Attest:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Woerler, City Attorney

ORDINANCE NO. 1690

AN ORDINANCE ESTABLISHING THE 1998 ANNUAL ASSESSMENT FOR THE LEAWOOD SEWER SYSTEM.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. 1998 ANNUAL ASSESSMENT. That pursuant to the terms of Section 15-104 of the Code of the City of Leawood, the following shall be the formula to establish the 1998 annual assessment for all users of the Leawood Sewer System:

User Charge = Volume Charge + Customer Service Charge + Replacement Cost Charge;

Volume Charge = $1.90 per 1000 gallons of water used. The minimum volume for residential users shall be 33,000 gallons per year; the minimum volume for commercial users shall be 12,000 gallons per year;

Customer Service Charge = $115.35 per user per unit;

Replacement Cost = $178.92/account (for 1998);

Special Charge = $6.79/account; Debt Service, Public Works Facility; Sanitary Sewer Projects

Section 2. PUBLICATION. That this ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

Section 3. TAKE EFFECT. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of August, 1997.

Approved by the Mayor the 18th day of August, 1997.

(SEAL)

Mayor Peggy J. Dunn

Attest:

Martha Heizer, City Clerk

APPROVED FOR FORM:

Richard S. Wetzler, City Attorney

G:WORD\97USRORD.DOC

DATE: **August 11, 1998**

TO: **Martha Heizer, City Clerk**

FROM: **Joe Johnson, P.E., Director of Public Works**

RE: **1998 Leawood Sanitary Sewer System**
Sewer User Charges

The following is the cost allocation in accordance with Chapter XV of the CITY CODE of the City of Leawood, Kansas.

Treatment Cost Allocations:

Treatment Cost (K.C. Mo. Contract)	**$850,000**	**$850,000.00**
Personal Services:		
Wages @ 90%	279,663	
Overtime Wages	7,500	
Workman's Compensation @ 90%	0,000	
Indirect Labor Cost @ 90%	29,568	
Social Security		
Unemployment Compensation		
KPERS		
Insurance		
TOTAL:	**$316,731.00**	**$316,731.00**
Legal Services @ 25%	0.00	
TOTAL:	**$316,731.00**	
Vehicle Cost	0	
Insurance Expense	$ 0	
Vehicle Maintenance/Operation	10,000	
Fuel, Oil, and Lubricants		
TOTAL:	**$ 10,000.00**	**$10,000.00**
Equipment Cost		
Rental	500	
Equipment Insurance	0	
Equipment Parts	1,100	
Equipment Maintenance/Operations	4,000	
Equipment Purchases/Lease	3,850	
TOTAL:	**$ 9,450.00**	**$9,450.00**
TOTAL TREATMENT COST ALLOCATION		**$1,186,181.00**

Customer Service Cost Allocation

Wages @ 10%	$ 31,074
Indirect Labor Costs @ 10%	3,286
Workman's Compensation @10%	0
Uniform Rental and Accessories	3,200
Printing, Notices and Recording Fees	1,000
Administrative Expenses	107,307
Legal Services @ 75%	0
Engineering Services	15,000
Medical Examinations	750
Training, Seminars & Prof. Organize.	2,100
Water Usage Data	800
Billing Cost (Jo.Co.)	450
Utility Allocation	0
Insurance (self insured)	0
Building/Grounds Maintenance	70,000
Materials and Supplies	12,000

TOTAL CUSTOMER SERVICE COST $246,967.00

Usage Data:

Contributed flow	411,855,000 Gallons
Infiltration/Inflow	205,927,500 Gallons
Total Flow	617,782,500 Gallons
Number of Connections	5,533
Treatment Cost Allocation	$1,186,181.00
Customer Service Cost	$246,967.00
Repair/Replacement Cost	$1,00,000.00
Debt Repayment	$37,559.00

The following calculations are used to determine the Annual User Cost to users of the Leawood Sanitary Sewer System.

Volume Charge (VC):

VC = Treatment Cost/Total Flow in 1,000 Gallons
VC = $1,186,181/617,782.500 (1,000 gal.)
VC = $1.9201/1,000 Gallons

Customer Service Charge (CS)

CS = Service Cost + (I/I)x(VC) / Number of Connections
CS = (246,967 + (205,927.500 x $1.9201))/5,533
CS = $116.09 per connection

Replacement and Repair Costs (RC)

RC = Replacement and Repair Cost / No. of Connections
RC = 1,000,000.00 / 5,533
RC = $180.73per connection

1998 Calculated Sanitary Sewer User Costs	
Volume Charge	**$1.9201 per 1000 gallons**
Customer Service Charge	**$116.09 per connection**
Replacement/Repair	**$180.73 per connection**

1997 Rate Comparison

	Year 1997		Year 1998	
Minimum user 33,000 gallon per year				
Volume Charge	$1.5750	51.97	$1.9201	63.36
Customer Service Charge	$95.45	94.45	$116.09	116.09
Replacement/Repair	$90.76	90.76	$180.73	180.73
TOTAL		**$238.18**		**$360.18**
Average user 80,000 gallons per year				
Volume Charge	$1.5750	126.00	$1.9201	153.61
Customer Service Charge	95.45	95.45	$116.09	116.09
Replacement/Repair	$90.76	90.76	$180.73	180.73
TOTAL		**312.21**		**$450.43**

Minimum User Increase	**51.22%**		
Average User Increase	**44.27%**		
User Revenue Generated	**$2,433.107.09**		
Revenue Required	**$2.403,856.00**	**EXCESS**	**$29,250.84**

K:98user

Recommended 1998 Sanitary Sewer User Fee

Volume Charge	$1.90	per 1000 gallons
Customer Service Charge	$115.35	per connection
Replacement/Repair Charge	$178.92	per connection

Minimum User Costs (33,000 gallons per year)

Volume Charge	$1.90	$62.70
Customer Service Charge	$115.35	$115.35
Replacement/Repair	$178.92	$178.92
	TOTAL	**$356.97**

Average User Cost (80,000 Gallons per Year)

Volume Charge	$1.9	$152.00
Customer Service Charge	$115.35	$115.35
Replacement/Repair Charge	$178.92	$178.92
	TOTAL	**$446.27**

Comparison with Adopted 1997 Sanitary Sewer User Charge

Minimum User Increase	49.87%	
Average User Increase	42.94%	
User revenue generated	$2,410,720.41	
Revenue required	$2,403,856	Surplus $6,864.41

1998 SPECIAL BILLING

Special Billing for Debt Repayment for the Public Works Maintenance Facility, Somerset & Lee Sanitary Sewer Reconstruction, and the 83rd Street Sanitary Sewer Relief System. The following debt remains outstanding with final payouts shown in parenthesis.

Public Works Facility	$97,500.00	(1999)
Refunding	$124,260.00	(1999)

The 1998 debt repayment of $37,599 including principal and interest is simply divided by the number of connections to the sanitary sewer system. This tabulation is shown below:

Bond Principal Repayment	$25,000.00
Bond Interest Payment	$12,559.00
Number of Connections	5,533

Special Bill (SB)

SB = Principal + Interest / number of connections
SB = $25,000 + $12,559/5,533
SB = $37,599 / 5,533
SB = $6.79 per connection

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

ORD1690

Publication Fees: $34.54

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 2 consecutive week(s), as follows:

ORDINANCE NO. 1690--8/19/97, 8/26/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

September 2, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public • State of Kansas

My appointment expires: August 21, 1999.

ORDINANCE NO. 1690

First published in The Legal Record, Tuesday, August 19, 1997.

ORDINANCE NO. 1690

AN ORDINANCE ESTABLISHING THE 1998 ANNUAL ASSESSMENT FOR THE LEAWOOD SEWER SYSTEM.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. 1998 ANNUAL ASSESSMENT. That pursuant to the terms of Section 15-104 of the Code of the City of Leawood, the following shall be the formula to establish the 1998 annual assessment for all users of the Leawood Sewer System:

User Charge = Volume Charge + Customer Service Charge + Replacement Cost Charge;

Volume Charge = $1.90 per 1000 gallons of water used. The minimum volume for residential users shall be 33,000 gallons per year; the minimum volume for commercial users shall be 12,000 gallons per year;

Customer Service Charge = $115.35 per user per unit;

Replacement Cost = $178.92/account (for 1998);

Special Charge = $6.79/account; Debt Service, Public Works Facility; Sanitary Sewer Projects

Section 2. PUBLICATION. That this ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

Section 3. TAKE EFFECT. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of August, 1997.

Approved by the Mayor the 18th day of August, 1997.

(SEAL)

Peggy J. Dunn
Mayor Peggy J. Dunn

Attest:

Martha Heizer
Martha Heizer, City Clerk

APPROVED FOR FORM:

Richard S. Wetzler, City Attorney

$34.54

ORDINANCE NO. 1689

AN ORDINANCE AMENDING SECTION 4-5 (SIGN REGULATIONS) OF THE LEAWOOD DEVELOPMENT ORDINANCE, AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Leawood Development Ordinance Amended. That Section 4-5 of the Leawood Development Ordinance is hereby amended to read as follows:

4-5 SIGN REGULATIONS

4-5.1 Statement of Intent

The governing body finds that unregulated proliferation of signs results in visual clutter which is harmful to neighborhood aesthetics and property values and left uncontrolled promotes traffic hazards. The provisions of this section are to regulate and control all signs, both temporary and permanent, in the City of Leawood. It is the intent to limit visual clutter and reach a level of aesthetic quality by reducing disharmony in signage. It is further proposed to establish a sign identity and promote traffic safety for Leawood by limiting the size, type, location and materials of which signs may be constructed. This Ordinance is to protect the property values in the City by enhancing the physical appearance of the City. This Ordinance is to provide minimum standards to ensure traffic safety and to safeguard life, health, and property by regulating and controlling the size, height, design, quality of materials, construction, location, electrification, and maintenance of all signs and sign structure, and to authorize the use of signs which are compatible with their surroundings.

4-5.2 Applicability

A sign may be erected, placed, established, painted, created, or maintained in the city only in conformance with the standards, procedures, exemptions, and other requirements of this ordinance.
More specifically this ordinance is intended to:

A) Establish a permit system to allow a limited variety of signs, subject to the standards and permit procedures of this ordinance;

B) Allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the requirements of this ordinance, but without a requirement for permits;

C) Prohibit all signs not expressly permitted by this ordinance;

D) Provide for the enforcement of the provisions of this ordinance.

4-5.3 Definitions

The following definitions shall be used in this section, unless the content otherwise indicates:

1. Address Sign- Any sign or set of numerals or letters which denotes a building's location with respect to streets or to those buildings around it.

2. Animated Sign- Any sign which uses movement or change of lighting to depict action or to create a special effect or scene.

3. Awning Sign- Any visual message incorporated into an awning attached to a building.

4. Banner- Any sign that is made of cloth, paper, canvas, plastic, or other flexible material.

5. Builder or Construction Sign- Any sign located upon a lot where a structure is under construction and which contains information identifying the builder of the structure.

6. Building Facade- The exterior of a building which is the architectural front, lying between the ground level of a pedestrian walkway and the lowest level of the roof line.

7. Canopy- That portion of a building covering an entrance, exit, pedestrian walkway or loading dock.

8. Canopy Sign- A sign which is attached to or incorporated within the portion of a building covering an entrance, exit, pedestrian walkway or loading dock.

9. Changeable Copy Sign- A sign that is designed so that characters, letters, or illustrations can be changed or rearranged (either manually or automatically) without altering the face or the surface of the sign.

10. Directional Sign- An on-premise sign providing directional information for the safe and efficient flow of pedestrian or vehicular traffic. Directional signs shall include signs marking entrances, exits, parking and loading areas, and other operational features.

11. Directory Sign- Any structure summarizing businesses within a complex and identifying business locations.

12. Double faced Sign- A sign with two faces or panels, neither of which is visible at the same time, and are directly back to back.

13. Eave- The portion of a building wall that is directly at the roof line when no parapet is incorporated into that wall.

14. Electronic Display Sign- Any sign on which the copy changes automatically via a lamp-bank, liquid crystal display, television screen, or by any other mechanical, digital, or electronic means.

15. Exposed Neon Sign- Any sign which incorporates neon lit tubing on its exterior surface which makes it clearly visible to the naked eye.

16. Flag- Any fabric, plastic, or bunting containing distinctive colors, patterns, or symbols, used as an emblem of a government, political subdivision, or other entity.

17. Flashing Sign- Any sign which is internally or externally illuminated by flashing, flowing, alternating, or blinking lights.

18. Freestanding Sign- Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

19. Garage Sale Sign- A sign placed upon a residential lot within the City which conveys information about the occurrence of a sale of household items upon residential property.

20. Government Sign- Any sign erected and maintained by the City, County, State, or Federal government.

21. Height (of a sign)- The vertical distance measured from the highest point of the sign to the average ground grade beneath the sign.

22. Illegal Sign- A sign which does not meet the requirements of this code and which has not received legal non-conforming status.

23. Indirectly Illuminated Sign- Any sign which is partially or completely illuminated at any time by a light source which is shielded so as not to be visible at eye level.

24. Inflatable Sign- Any sign designed or constructed with the ability to be mechanically filled with air or gas.

25. Informational Sign- Any sign (to include but not be limited to political campaign signs) which advertises a political party, personal belief, issue or candidate.

26. Light Pole Banner- Any banner sign designed to hang from a utility pole that is securely attached with brackets such as the BannerFlex II system or other such equivalent device.

27. Marquee Sign- Any sign attached flat against or under the canopy of a building, but not on the upper surface of a canopy.

28. Monument Sign- A sign supported directly by the ground which is made of stone, concrete, metal, routed wood planks or beams, brick, or similar materials that is not connected to or joined with any other building or structure.

29. Non-conforming Sign- A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

30. Off-site Sign- Any sign advertising an establishment, merchandise, service, or entertainment which is not sold, produced, manufactured, or furnished at the property on which the sign is placed.

31. Painted Wall Sign- A sign which is applied with paint or colored substances directly on the face of a wall.

32. Parapet- That part of any wall entirely above the roof line.

33. Permanent Sign- Any wall, canopy, or monument sign which is constructed of durable materials and is intended to be displayed for an indefinite period of time.

34. Pole Sign- A sign that is elevated above ground and that exposes the "pole" or other support device or allows view through the space between the sign and the ground.

35. Portable Sign- Any sign, whether on its own trailer, wheels, or otherwise designed to be movable and not structurally attached to the ground, a building, or any other structure or sign.

36. Real Estate / Developer Sign- A sign, located on either residential, commercial, or agricultural property, which advertises or identifies the parcel as being for sale.

37. Roof Sign- Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

38. Rotating Sign- Any sign that revolves, spins, turns, or moves in any fashion.

39. Semi-illuminated Sign- Any sign illuminated by diffused light through a translucent material so that the light source is not directly discernible.

40. Temporary Sign- Any sign that is used only for an interim period of time and is not permanently mounted.

41. Time and Temperature Device- A device or sign electronically displaying time and/or temperature information.

42. Wall Sign- Any sign attached flat against the surface of an exterior wall or facade of a building, but not projecting horizontally from the vertical wall surface more than 12 inches, which is supported by the wall and which displays only one sign surface.

43. Window Sign- Any sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed

inside a window or upon the window panes or glass and is visible from the exterior of the window.

4-5.4 Prohibited Signs

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

A) Signs which are attached to any tree, fence, branch, another sign, or utility pole except warning signs issued and properly posted by that utility company.

B) Signs other than those specifically allowed by this ordinance that are capable of being carried, wheeled or moved from one location to another.

C) Attention-attracting devices not specifically allowed by this ordinance.

D) Flashing or blinking signs.

E) Electronic graphic signs.

F) Strings of light bulbs except when used for decorative purposes during a holiday season and not in excess of 7 1/2 watts. Said strings of bulbs may not traverse street rights-of-way.

G) Roof signs.

H) Rotating signs.

I) Animated signs.

J) Digital readout signs.

K) Signs painted directly on exterior walls or surfaces.

L) Signs whose source of illumination are visible from off site.

M) Any sign not expressly permitted by this ordinance.

N) Any sign within the public right-of-way, or on other public property, not authorized by the governing body.

O) Any sign which displays obscene, indecent or immoral matter.

P) Pole signs.

Q) Any sign that blocks the clear sight triangle of an intersection.

4-5.5 Permits Required

A) Permits Required. Except as provided by this ordinance, or by other ordinance or resolution of the city, it shall be unlawful for any person to erect, construct, alter, relocate or convert any sign or other advertising structure as defined in this section, without first obtaining a sign permit from the Planning and Development Department and payment of the fee required. Furthermore, the property owner shall maintain in force, at all times, a sign permit for such sign in accordance with these regulations. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign is consistent with the requirements of this ordinance in every respect and with the Sign Development Plan in effect for the property.

1) Applications for sign permits shall be made upon the forms provided by the Planning and Development Department.

2) Two sets of plans drawn to scale indicating the sign location on a site plan, sign size, method of illumination, colors, materials of the sign and method of attachment are required.

3) The applicant shall submit any other information deemed by the Director of Planning and Development to be necessary to enforce this section, the Leawood Development *Ordinance, the City building code and all other applicable codes and ordinances.*

B) Permit Fees. Every applicant, before being granted a permit, shall pay a fee as established by ordinance. For any sign erected without a permit, the fee shall be double the established fee.

C) Permit Issued If Application Is In Order. It shall be the duty of the Code Official, upon filing of an application for a sign permit, to review the application and to conduct such other investigation as is necessary to determine the accuracy of the application. If it shall appear that the applicant has provided the information requested in the application and that the information is accurate and that the proposed sign when placed will comply with the provisions of the ordinance, he or she shall issue a sign permit.

D) Denial of Application For Sign Permit. If the Code Official determines that the proposed sign is not in compliance with all the requirements of this article and with all other laws and ordinances of the city, he or she shall not issue the requested permit and shall advise the applicant of the right to appeal as provided by Section 5-4.

4-5.6 Exemptions from Permit Requirements

Permits shall not be required for the following:

1) Any sign erected by the City, County, State or Federal government including street markers and traffic signs.

2) Any sign necessary for public safety erected by utility companies within their respective easements.

3) Any sign specifically required by the building codes, Leawood Development Ordinance or Subdivision Regulations of the City of Leawood.

4) Maintenance of signs.

5) Temporary signs not to exceed 5 square feet including but not limited to real estate "for sale" and rent/lease signs, informational signs, garage sale signs, and estate sale signs.

4-5.7 Design, Construction, and Maintenance

All signs shall be designed, constructed, and maintained in accordance with the following standards:

1) Except for flags, temporary signs, and window signs conforming in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or other structure.

2) All signs shall be maintained: a) in good structural condition; b) in compliance with all building and electrical codes; c) in conformance with this code, at all times.

3) No long-term temporary sign (to be used longer than 40 days) shall be constructed of any paper type products (including cardboard), and must be made of a durable material.

4-5.8 Abandoned or Unsafe Signs

1) Except as may be otherwise provided for in this section, any sign including its structure which is located on a building, structure or premises which becomes vacant and unoccupied for a period of 6 months or more, or any sign which pertains to time, event or purpose which no longer applies, shall be deemed to have been abandoned.

2) An abandoned sign is prohibited and shall be removed by the owner of the sign or the owner of the premises. In addition, the facade or place where the sign was attached shall be restored to its normal appearance.

3) If the sign has not been removed after the 6 month time period has elapsed, the City shall notify the property owner of record in writing that the sign shall be removed within 10 days after the date of the notice. If the sign has not been removed within the 10 days, the Director of Planning and Development may have the sign removed and have the costs of the removal assessed to the property owner.

4) The Planning and Development Department shall mail a statement of removal costs of said sign to the last known address of the owner of the property, and if such costs are not paid within 10 days, the Director of Planning and Development shall forward the bill to the county and shall be collected with the property taxes.

5) *If the Director of Planning and Development shall find that any sign or other advertising structure* regulated is unsafe, insecure, or a menace to the public, he or she may give either written or oral notice to the permittee. If the aforementioned sign was installed without a permit, the owner of the property shall be notified. If the permittee or owner fails to remove or alter the structure so as to comply with the standards set forth, within 48 hours after such notice, such sign or advertising structure may be removed, altered, or otherwise brought into compliance by the Director of Planning and Development at the expense of the permittee or owner of the property on which it is located.

4-5.9 Non-Conforming Signs

In the event a sign erected prior to 5/18/87 does not conform to the provisions and standards of the ordinance, then such sign(s) shall be modified to conform or be removed according to the following:

1) Nonconforming signs may only be replaced with conforming signs.

2) Any maintenance, repair or alteration of a nonconforming sign shall not cost more than 50% of the current value of the sign as of the date of alteration or repair.

3) In the event that the ordinance makes an existing sign nonconforming, the owner may apply within 6 months of the effective date of the ordinance for a permit to maintain said sign. No permit will be

granted for a period longer than 7 years. If no permit is granted, the sign shall be deemed abandoned.

4) All nonconforming signs erected prior to 5/18/87 shall comply with these regulations by 5/18/94.

4-5.10 Sign Area Calculations

The following principles shall control the computation of sign area and sign height.

A) Computation of Area of Individual Signs. The area of single panel sign shall be measured within a single continuous perimeter enclosing the extreme limits of a sign panel, and in no case passing through or between any adjacent elements of the same; however, such perimeter shall not include structural elements or supports outside the limits of such sign and not forming an integral part of the display. The gross area of a sign composed of separate letters, symbols or words attached *directly to an architectural facade shall be measured as the area enclosed by straight lines drawn* closest to copy extremities encompassing individual symbols or words.

B) Computation of Area of Multifaced Signs. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces.

C) Computation of Height. The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the existing grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower.

D) Sign band. The area within a rectangle surrounding the actual message and not including the entire sign band unless illuminated. If the sign band is illuminated then (A) would apply.

E) Maximum area. A total of 200 square feet per sign is allowed for all permanent signage as shown on the schedule of sign regulations (4-5.14).

4-5.11 Office, Commercial and Industrial Signage in Planned Districts

The use of signs in the City of Leawood is intended to identify individual buildings or groups of buildings. The purpose of signs in a shopping center, office park, industrial park, hotel, motor hotel or other grouping of buildings is to identify the group of buildings. The purpose of Sign Development Standards within such a center is to develop orderly signage on a quality level equal to or exceeding that which governs individual structures in the City of Leawood, but permitting deviations from the standard regulations. The use of a planned sign concept is intended to encourage innovative and imaginative signage.

For purposes of this section the terms shopping center, business park, office park, industrial park or other grouping of buildings shall mean a project of two or more buildings with two or more tenants that has been planned as an integrated development or cluster on property under unified control or ownership at the time that zoning was approved by the City. No permit shall be issued for an individual sign requiring a permit unless and until Sign Development Standards have been submitted to and approved by the Plan Commission.

A) Sign Standards: The developer shall prepare a set of sign standards regulating all signage. Such standards shall run with all leases or sales of portions of the development. The sale, subdivision or other partition of the site after the zoning approval does not exempt the project or portions thereof from complying with these regulations relative to number of signs, harmony and visual quality of signs to be installed. The size, color, materials, styles of lettering, type of illumination and location shall be set out in such standards. Sign Development Standards are to be submitted as part of the Preliminary Site Development Plan. The Final Site Development Plan will also include the Sign Development Standards and be approved as part of the Final Site Development Plan. These standards may be revised by resubmitting them to the Plan Commission for approval.

Sign Development Standards for a Planned District shall maintain the following as conditions of approval and acceptance:

1) A proposal for a sign concept shall be subject to compliance with this ordinance.

2) The submittal by the developer and approval by the City of the sign concept represents a firm commitment by the developer that development will indeed follow the approved plans in such areas as location, size, type, color and materials of the signs.

3) The sign concept is to be planned and developed in a manner that will result in clear, readable, effective signage as determined by the Plan Commission and staff.

4) The developer may be given latitude in using innovative techniques in the development of sign concepts not feasible under application of standard zoning requirements.

5) The Sign Development Standards may be amended by the Plan Commission.

6) No permit shall be issued for an individual sign in a planned district unless and until Sign Development Standards for the development have been submitted to and approved by the Plan Commission.

B) Deviation From Requirements: Deviations in size, colors, location, number of signs, and illumination, may be approved by the Plan Commission if it is deemed that an equal or higher quality of development will be produced. The Plan Commission and Governing Body may, in the process of approving sign concepts, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with the intent of the sign ordinance, shall be clearly set out in the minutes as well as on exhibits in the record, and provided that specific reasons justifying deviations are included in the record:

1) In commercial districts if private sign standards have been prepared by an owner in compliance with this section submitted and approved as part of the Final Site Plan, then the maximum of all wall, canopy, and window signs shall be 5% of the total area of the facade.

2) Directory Signs may be permitted that are scaled to pedestrian traffic.

4-5.12 General Conditions

1) It is the intent that real estate advertisements and signs within the City shall fairly and truthfully impart to the public accurate information in regard to the zoning classification of such land.

2) Any person, firm or corporation who shall make use of or place any real estate advertisements or signs which recite that real property is zoned for land uses, or will be zoned for land uses in the future, under the zoning rules and regulations of the City, when in fact such real estate is not so zoned, is guilty of a public offense.

3) It shall not be permitted for any person, firm or corporation to make use of or place advertisements or signs on real estate declaring that the property is reserved or is being held for future land use which is inconsistent with the then existing zoning classification of the City for the land, or any words of similar nature.

4) Any advertisements or signs placed in violation of this ordinance shall be confiscated by the Director of Planning and Development. The cost required for such confiscation to be assessed to the property owner.

5) No sign, except City installed signs, will be placed on public property or on a public right-of-way. For the purpose of this ordinance the right-of-way abutting private property shall be defined as five feet from the edge of the pavement or curb of the street. Such placement shall require the consent of the abutting private property owner.

6) No twirlers, flags, balloons or other paraphernalia shall be attached to any sign or displayed in conjunction with any sign unless the Director of Planning and Development determines that the display or attachment will not be contrary to the intent and purposes of this section and a permit specifically authorizing the display or attachment has been issued by the Director of Planning and Development.

7) Illuminated signs shall be either indirectly or semi-illuminated where the source of illumination cannot be detected by the human eye. Exposed incandescent bulbs and exposed fluorescent tubes are not permitted.

8) All signs shall be of sound structural quality, be maintained in good repair, and have a clean and neat appearance; and land adjacent shall be kept free from debris, weeds and trash. If signs are not being maintained as described and the Director of Planning and Development deems them a public safety hazard or nuisance, such signs shall be removed.

9) Each day a violation exists shall constitute a new violation.

10) In the event that a building has a curved wall, the area of the facade, for sign purposes, will be determined by drawing two lines perpendicular to the facade. This will then be considered as straight walls, with the area of this facade to be used in determining the size of the allowed signage.

11) Restriction of Placement. No person shall paint, mark or write on, or post or otherwise affix any sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamppost, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or telephone or telegraph pole, or wire appurtenance thereof or upon any fixture of the fire alarm or police alarm system or upon any lighting system, public bridge, street sign or traffic sign.

12) Removal. Any sign which has been located in the public right-of-way contrary to the provisions of this section, shall be removed immediately by any officer of the City. The Director of Planning and Development may cause any sign which is an immediate peril to persons or property to be removed summarily and without notice. Persons other than officers of the City that willfully remove any sign shall be guilty of violating this section of the ordinance. Such persons are subject to prosecution under Section 4-5.13.

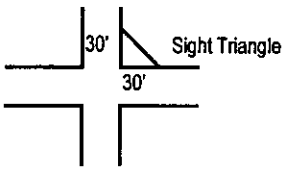
13) Signs Not to Constitute Traffic Hazard. No sign regulated by this section shall be placed at the intersection of any street in such a manner as to obstruct free and clear vision; or any location where, by reason of the position, shape or color, the sign may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device; or which makes use of the words "stop", "look", "drive-in", "danger", or any other word, phrase, symbol or character in such manner as to interfere with, mislead or confuse traffic.

14) Face Of Sign Shall Be Smooth. All signs or other advertising structures shall have a smooth surface and no nails, tacks or wires shall be permitted to protrude therefrom.

15) Deed Restriction. No provision of this section shall be deemed to prevent any person, homes association or other entity from maintaining an action to enforce private deed restrictions which are more restrictive than the criteria and standards established by this section.

16) Revocation of Permit. The Director of Planning and Development is hereby authorized and empowered to revoke any permit issued by him or her upon failure of the holder thereof to comply with any provision of this section.

17) Clearance of sight triangle. No sign shall be placed in the sight triangle of any roadway corner. This sight triangle is to be defined as the area achieved by measuring 30 feet in both directions from the point of intersection, and connecting these two lines diagonally (See drawing).



4-5.13 Unlawful Signs

A) Prosecution For Violation. If the Director of Planning and Development or his or her representative shall have reason to believe that any sign regulated herein is constructed, erected, or being maintained in violation of this section or that any provision of this section of the ordinance has

been violated, he or she may cause a complaint to be filed with the clerk of the municipal court and request the issuance of a notice to appear and commencement of prosecution in the manner provided by K.S.A. 12-4201, against any person who is reasonably believed to have violated any provision of this section. The Director of Planning and Development may, in his or her discretion, give oral or written notice to the owner or occupant that unless the sign is removed within 48 hours of the notice or that such activity violating this section of the ordinance cease immediately, a complaint will be filed alleging violation of this section. For purposes of this section, any owner of property shall be responsible for compliance with the provisions of this section and may be prosecuted for violation of this section if he or she permits or maintains a sign upon his or her property in violation of this section.

B) Appeals. Appeals from a decision of the Director of Planning and Development shall follow the procedures established with the Board of Zoning Appeals.

4-5.14 Schedule of Sign Regulations

(See Following Charts.)

4-5.14: SCHEDULE OF SIGN REGULATIONS

Zoning District	Regulated Permanent Signs							
	Allowable Content	Maximum Area	Maximum Number	Structural Type	Height	Lighting	Motion	Conditional Use Provision
	On-Site Signs							
Special Use Permit	Signs identifying public or semi-public uses	5% of building facade (Not to exceed 200 square feet total)	1	Wall or Canopy	Below eave or parapet	None or indirect only	None	(Reserved)
		As approved by Plan Commission	1	Monument (Can be double faced)	As approved by Plan Commission	None or indirect only	None	(Reserved)
RP-A RPA-5 R-1 RP-1 RP-2 RP-3 RP-4	Signs identifying entrances of a subdivision or entry-way monumentation	As approved by Plan Commission	One (1) at each major entrance from an arterial or collector street	Monument (Can be double faced)	As approved by Plan Commission	None or indirect only	None	(Reserved)
CP-O SD-O SD-OH	Signs identifying commercial office buildings	Five percent (5%) of building facade (Not to exceed a total of 200 square feet per sign)	3	Wall or Canopy	Below eave or parapet	None, indirect, or semi-illuminated	None	(Reserved)
CP-1 CP-2 SD-CR SD-MARKET SQUARE	Signs identifying retail or service businesses	Five percent (5%) of building facade (Not to exceed 200 square feet per sign)	3	Wall or Canopy	Below eave or parapet	None, indirect, or semi-illuminated	None	(Reserved)
		50 square feet	None, However in lieu of one wall or canopy sign, 1 monument sign is permitted	Monument (Can be double faced),	6 feet	None or indirect only	None	(Reserved)
	Directional Signs	6 square feet	2	Free-standing	3 feet			
BP	Signs identifying the entrances of a business park	100 square feet	1	Monument (main entrance)	9 feet	None or indirect only	None	(Reserved)
		50 square feet	1	Monument (secondary entrance)	6 feet	None or indirect only	None	(Reserved)
	Signs identifying business or commercial establishments within a business park	2 % of facade	1 per facade (maximum of 2 signs total)	Wall (For one wall sign, a detached monument sign may be substituted)	Below parapet (6 feet for monument)	None or indirect only	None	(Reserved)
	Directional Signs	6 square feet	As approved	Free-standing	As approved			
PI	Signs identifying business or commercial establishments within an industrial park	2% of facade	1	Wall	Below parapet	None or indirect only	None	(Reserved)
		50 square feet	1	Monument	6 feet			
	Directional Signs	6 square feet	As approved	Free-standing	As approved			

PERMITTED SIGNS BY TYPE AND DISTRICT

Permanent Sign Type	Zoning District													
	RP-A	RPA-5	R-1	RP-1	RP-2	RP-3	RP-4	CP-O	CP-1	CP-2	BP	PI	SD	AG
Address	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Animated														
Awning									A	A			A	
Banner								C	C	C			C	
Canopy								A	A	A			A	
Changeable Copy														
Directional								A	A	A	A	A	A	
Directory								A	A	A	A	A	A	
Electronic Display														
Exposed Neon									A	A			A	
Flags	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Flashing														
Government	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Marquee														
Monument	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Off-site	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP
Painted Wall														
Pole														
Light Pole Banner									A	A			A	
Portable														
Roof														
Rotating														
Time and Temp.														
Wall								A	A	A	A	A	A	
Window									C	C			C	

A = Allowed only with sign permit, pending approval by the Plan Commission
C = Conditionally permitted
R = Required
SUP = Allowed only with special use permit, pending approval by the Plan Commission
Blank Box = Prohibited

NUMBER, DIMENSION, LOCATION, AND DURATION OF TEMPORARY SIGNS

Temporary Sign Type	Number Allowed	Maximum Sign Area	Time Limit	Location	Zoning Districts
Banner*	One per building	50 square feet	Max. 4 banners per year; 15 days / banner; followed by Min. 15 day downtime.	Below eave or parapet wall	Allowed only within CP-O, CP-1, CP-2, and SD districts
Construction/ Builder *	*One per site* (Two sided or V shape considered as one sign)	*50 square feet* (sign or sign face)	*Must be removed* immediately after project completion	*No sign shall be* placed closer than 5 feet to the edge of the pavement or curb of the street	*Allowed within all* zoning districts
Garage Sale	One per lot	5 square feet	72 hours from time of posting	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed only within RP-A, RPA-5, R-1 RP-1, RP-2, RP-3, and RP-4 districts
Inflatable	*Not Allowed*	*Not Allowed*	*Not Allowed*	*Not Allowed*	*Not Allowed*
Informational	Maximum of one per event, issue, candidate, or belief for any particular lot	5 square feet	Maximum of one allowed all year year long (However an unlimited number will be allowed 50 days or less prior to a public election to be held in the City of Leawood)	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed within all zoning districts
Real Estate: Residential	One per site	5 square feet	Must be removed within 24 hours after sale of property	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	All zoning districts
Real Estate: Commercial / Agricultural/ Developer *	One per site	8' by 8', with a height no greater than 10 feet			Allowed within CP-O, CP-1, CP-2, SD, and Ag zoning districts
Window	Not applicable	Total of permanent and temporary signage not to exceed 10% of window area	Not Applicable	Not Applicable	Allowed only within CP-O, CP-1, CP-2, and SD districts

*** Permit Required. See the Leawood City Fee Schedule for applicable charges.**

Section 2. Repeal of Existing Section. That existing Section 4-5 of the Leawood Development Ordinance is hereby repealed. (Prior law: Ordinance No. 1665)

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18 day of August, 1997.

Approved by the Mayor the 18 day of August, 1997.

Peggy J. Dunn

Peggy J. Dunn, Mayor

(SEAL)

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

ORD1689

Publication Fees: $313.79

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1689--8/26/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

August 27, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$313.79

ORDINANCE NO. 1689

First published in The Legal Record, Tuesday, August 26, 1997.

ORDINANCE NO. 1689

AN ORDINANCE AMENDING SECTION 4-5 (SIGN REGULATIONS) OF THE LEAWOOD DEVELOPMENT ORDINANCE, AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Leawood Development Ordinance Amended. That Section 4-5 of the Leawood Development Ordinance is hereby amended to read as follows:

4-5 SIGN REGULATIONS

4-5.1 Statement of Intent

The governing body finds that unregulated proliferation of signs results in visual clutter which is harmful to neighborhood aesthetics and property values and left uncontrolled promotes traffic hazards. The provisions of this section are to regulate and control all signs, both temporary and permanent, in the City of Leawood. It is the intent to limit visual clutter and reach a level of aesthetic quality by reducing disharmony in signage. It is further proposed to establish a sign identity and promote traffic safety for Leawood by limiting the size, type, location and materials of which signs may be constructed. This Ordinance is to protect the property values in the City by enhancing the physical appearance of the City. This Ordinance is to provide minimum standards to ensure traffic safety and to safeguard life, health, and property by regulating and controlling the size, height, design, quality of materials, construction, location, electrification, and maintenance of all signs and sign structure, and to authorize the use of signs which are compatible with their surroundings.

4-5.2 Applicability

A sign may be erected, placed, established, painted, created, or maintained in the city only in conformance with the standards, procedures, exemptions, and other requirements of this ordinance.
More specifically this ordinance is intended to:

A) Establish a permit system to allow a limited variety of signs, subject to the standards and permit procedures of this ordinance;

B) Allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the requirements of this ordinance, but without a requirement for permits;

C) Prohibit all signs not expressly permitted by this ordinance;

D) Provide for the enforcement of the provisions of this ordinance.

4-5.3 Definitions

The following definitions shall be used in this section, unless the content otherwise indicates:

1. Address Sign- Any sign or set of numerals or letters which denotes a building's location with respect to streets or to those buildings around it.

2. Animated Sign- Any sign which uses movement or change of lighting to depict action or to create a special effect or scene.

3. Awning Sign- Any visual message incorporated into an awning attached to a building.

4. Banner- Any sign that is made of cloth, paper, canvas, plastic, or other flexible material.

5. Builder or Construction Sign- Any sign located upon a lot where a structure is under construction and which contains information identifying the builder of the structure.

6. Building Facade- The exterior of a building which is the architectural front, lying between the ground level of a pedestrian walkway and the lowest level of the roof line.

7. Canopy- That portion of a building covering an entrance, exit, pedestrian walkway or loading dock.

8. Canopy Sign- A sign which is attached to or incorporated within the portion of a building covering an entrance, exit, pedestrian walkway or loading dock.

9. Changeable Copy Sign- A sign that is designed so that characters, letters, or illustrations can be changed or rearranged (either manually or automatically) without altering the face or the surface of the sign.

10. Directional Sign- An on-premise sign providing directional information for the safe and efficient flow of pedestrian or vehicular traffic. Directional signs shall include signs marking entrances, exits, parking and loading areas, and other operational features.

11. Directory Sign- Any structure summarizing businesses within a complex and identifying business locations.

12. Double faced Sign- A sign with two faces or panels, neither of which is visible at the same time, and are directly back to back.

13. Eave- The portion of a building wall that is directly at the roof line when no parapet is incorporated into that wall.

14. Electronic Display Sign- Any sign on which the copy changes automatically via a lamp-bank, liquid crystal display, television screen, or by any other mechanical, digital, or electronic means.

15. Exposed Neon Sign- Any sign which incorporates neon lit tubing on its exterior surface which makes it clearly visible to the naked eye.

16. Flag- Any fabric, plastic, or bunting containing distinctive colors, patterns, or symbols, used as an emblem of a government, political subdivision, or other entity.

17. Flashing Sign- Any sign which is internally or externally illuminated by flashing, flowing, alternating, or blinking lights.

18. Freestanding Sign- Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

19. Garage Sale Sign- A sign placed upon a residential lot within the City which conveys information about the occurrence of a sale of household items upon residential property.

20. Government Sign- Any sign erected and maintained by the City, County, State, or Federal government.

21. Height (of a sign)- The vertical distance measured from the highest point of the sign to the average ground grade beneath the sign.

22. Illegal Sign- A sign which does not meet the requirements of this code and which has not received legal non-conforming status.

23. Indirectly Illuminated Sign- Any sign which is partially or completely illuminated at any time by a light source which is shielded so as not to be visible at eye level.

24. Inflatable Sign- Any sign designed or constructed with the ability to be mechanically filled with air or gas.

25. Informational Sign- Any sign (to include but not be limited to political campaign signs) which advertises a political party, personal belief, issue or candidate.

26. Light Pole Banner- Any banner sign designed to hang from a utility pole that is securely attached with brackets such as the BannerFlex II system or other such equivalent device.

27. Marquee Sign- Any sign attached flat against or under the canopy of a building, but not on the upper surface of a canopy.

28. Monument Sign- A sign supported directly by the ground which is made of stone, concrete, metal, routed wood planks or beams, brick, or similar materials that is not connected to or joined with any other building or structure.

29. Non-conforming Sign- A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

30. Off-site Sign- Any sign advertising an establishment, merchandise, service, or entertainment which is not sold, produced, manufactured, or furnished at the property on which the sign is placed.

31. Painted Wall Sign- A sign which is applied with paint or colored substances directly on the face of a wall.

32. Parapet- That part of any wall entirely above the roof line.

33. Permanent Sign- Any wall, canopy, or monument sign which is constructed of durable materials and is intended to be displayed for an indefinite period of time.

34. Pole Sign- A sign that is elevated above ground and that exposes the "pole" or other support device or allows view through the space between the sign and the ground.

35. Portable Sign- Any sign, whether on its own trailer, wheels, or otherwise designed to be movable and not structurally attached to the ground, a building, or any other structure or sign.

36. Real Estate / Developer Sign- A sign, located on either residential, commercial, or agricultural property, which advertises or identifies the parcel as being for sale.

37. Roof Sign- Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

38. Rotating Sign- Any sign that revolves, spins, turns, or moves in any fashion.

39. Semi-illuminated Sign- Any sign illuminated by diffused light through a translucent material so that the light source is not directly discernible.

40. Temporary Sign- Any sign that is used only for an interim period of time and is not permanently mounted.

41. Time and Temperature Device- A device or sign electronically displaying time and/or temperature information.

42. Wall Sign- Any sign attached flat against the surface of an exterior wall or facade of a building, but not projecting horizontally from the vertical wall surface more than 12 inches, which is supported by the wall and which displays only one sign surface.

43. Window Sign- Any sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed

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inside a window or upon the window panes or glass and is visible from the exterior of the window.

4-5.4 Prohibited Signs

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

A) Signs which are attached to any tree, fence, branch, another sign, or utility pole except warning signs issued and properly posted by that utility company.

B) Signs other than those specifically allowed by this ordinance that are capable of being carried, wheeled or moved from one location to another.

C) Attention-attracting devices not specifically allowed by this ordinance.

D) Flashing or blinking signs.

E). Electronic graphic signs.

F) Strings of light bulbs except when used for decorative purposes during a holiday season and not in excess of 7 1/2 watts. Said strings of bulbs may not traverse street rights-of-way.

G) Roof signs.

H) Rotating signs.

I) Animated signs.

J) Digital readout signs.

K) Signs painted directly on exterior walls or surfaces.

L) Signs whose source of illumination are visible from off site.

M) Any sign not expressly permitted by this ordinance.

N) Any sign within the public right-of-way, or on other public property, not authorized by the governing body.

O) Any sign which displays obscene, indecent or immoral matter.

P) Pole signs.

Q) Any sign that blocks the clear sight triangle of an intersection.

4-5.5 Permits Required

A) Permits Required. Except as provided by this ordinance, or by other ordinance or resolution of the city, it shall be unlawful for any person to erect, construct, alter, relocate or convert any sign or other advertising structure as defined in this section, without first obtaining a sign permit from the Planning and Development Department and payment of the fee required. Furthermore, the property owner shall maintain in force, at all times, a sign permit for such sign in accordance with these regulations. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign is consistent with the requirements of this ordinance in every respect and with the Sign Development Plan in effect for the property.

1) Applications for sign permits shall be made upon the forms provided by the Planning and Development Department.

2) Two sets of plans drawn to scale indicating the sign location on a site plan, sign size, method of illumination, colors, materials of the sign and method of attachment are required.

3) The applicant shall submit any other information deemed by the Director of Planning and Development to be necessary to enforce this section, the Leawood Development Ordinance, the City building code and all other applicable codes and ordinances.

B) Permit Fees. Every applicant, before being granted a permit, shall pay a fee as established by ordinance. For any sign erected without a permit, the fee shall be double the established fee.

C) Permit Issued If Application Is In Order. It shall be the duty of the Code Official, upon filing of an application for a sign permit, to review the application and to conduct such other investigation as is necessary to determine the accuracy of the application. If it shall appear that the applicant has provided the information requested in the application and that the information is accurate and that the proposed sign when placed will comply with the provisions of the ordinance, he or she shall issue a sign permit.

D) Denial of Application For Sign Permit. If the Code Official determines that the proposed sign is not in compliance with all the requirements of this article and with all other laws and ordinances of the city, he or she shall not issue the requested permit and shall advise the applicant of the right to appeal as provided by Section 5-4.

4-5.6 Exemptions from Permit Requirements

Permits shall not be required for the following:

1) Any sign erected by the City, County, State or Federal government including street markers and traffic signs.

2) Any sign necessary for public safety erected by utility companies within their respective easements.

3) Any sign specifically required by the building codes, Leawood Development Ordinance or Subdivision Regulations of the City of Leawood.

4) Maintenance of signs.

5) Temporary signs not to exceed 5 square feet including but not limited to real estate "for sale" and rent/lease signs, informational signs, garage sale signs, and estate sale signs.

4-5.7 Design, Construction, and Maintenance

All signs shall be designed, constructed, and maintained in accordance with the following standards:

1) Except for flags, temporary signs, and window signs conforming in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or other structure.

2) All signs shall be maintained: a) in good structural condition; b) in compliance with all building and electrical codes; c) in conformance with this code, at all times.

3) No long-term temporary sign (to be used longer than 40 days) shall be constructed of any paper type products (including cardboard), and must be made of a durable material.

4-5.8 Abandoned or Unsafe Signs

1) Except as may be otherwise provided for in this section, any sign including its structure which is located on a building, structure or premises which becomes vacant and unoccupied for a period of 6 months or more, or any sign which pertains to time, event or purpose which no longer applies, shall be deemed to have been abandoned.

2) An abandoned sign is prohibited and shall be removed by the owner of the sign or the owner of the premises. In addition, the facade or place where the sign was attached shall be restored to its normal appearance.

3) If the sign has not been removed after the 6 month time period has elapsed, the City shall notify the property owner of record in writing that the sign shall be removed within 10 days after the date of the notice. If the sign has not been removed within the 10 days, the Director of Planning and Development may have the sign removed and have the costs of the removal assessed to the property owner.

4) The Planning and Development Department shall mail a statement of removal costs of said sign to the last known address of the owner of the property, and if such costs are not paid within 10 days, the Director of Planning and Development shall forward the bill to the county and shall be collected with the property taxes.

5) If the Director of Planning and Development shall find that any sign or other advertising structure regulated is unsafe, insecure, or a menace to the public, he or she may give either written or oral notice to the permittee. If the aforementioned sign was installed without a permit, the owner of the property shall be notified. If the permittee or owner fails to remove or alter the structure so as to comply with the standards set forth, within 48 hours after such notice, such sign or advertising structure may be removed, altered, or otherwise brought into compliance by the Director of Planning and Development at the expense of the permittee or owner of the property on which it is located.

4-5.9 Non-Conforming Signs

In the event a sign erected prior to 5/18/87 does not conform to the provisions and standards of the ordinance, then such sign(s) shall be modified to conform or be removed according to the following:

1) Nonconforming signs may only be replaced with conforming signs.

2) Any maintenance, repair or alteration of a nonconforming sign shall not cost more than 50% of the current value of the sign as of the date of alteration or repair.

3) In the event that the ordinance makes an existing sign nonconforming, the owner may apply within 6 months of the effective date of the ordinance for a permit to maintain said sign. No permit will be

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granted for a period longer than 7 years. If no permit is granted, the sign shall be deemed abandoned.

4) All nonconforming signs erected prior to 5/18/87 shall comply with these regulations by 5/18/94.

4-5.10 Sign Area Calculations

The following principles shall control the computation of sign area and sign height.

A) Computation of Area of Individual Signs. The area of single panel sign shall be measured within a single continuous perimeter enclosing the extreme limits of a sign panel, and in no case passing through or between any adjacent elements of the same; however, such perimeter shall not include structural elements or supports outside the limits of such sign and not forming an integral part of the display. The gross area of a sign composed of separate letters, symbols or words attached directly to an architectural facade shall be measured as the area enclosed by straight lines drawn closest to copy extremities encompassing individual symbols or words.

B) Computation of Area of Multifaced Signs: The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces.

C) Computation of Height. The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the existing grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower.

D) Sign band. The area within a rectangle surrounding the actual message and not including the entire sign band unless illuminated. If the sign band is illuminated then (A) would apply.

E) Maximum area. A total of 200 square feet per sign is allowed for all permanent signage as shown on the schedule of sign regulations (4-5.14).

4-5.11 Office, Commercial and Industrial Signage in Planned Districts

The use of signs in the City of Leawood is intended to identify individual buildings or groups of buildings. The purpose of signs in a shopping center, office park, industrial park, hotel, motor hotel or other grouping of buildings is to identify the group of buildings. The purpose of Sign Development Standards within such a center is to develop orderly signage on a quality level equal to or exceeding that which governs individual structures in the City of Leawood, but permitting deviations from the standard regulations. The use of a planned sign concept is intended to encourage innovative and imaginative signage.

For purposes of this section the terms shopping center, business park, office park, industrial park or other grouping of buildings shall mean a project of two or more buildings with two or more tenants that has been planned as an integrated development or cluster on property under unified control or ownership at the time that zoning was approved by the City. No permit shall be issued for an individual sign requiring a permit unless and until Sign Development Standards have been submitted to and approved by the Plan Commission.

A) Sign Standards: The developer shall prepare a set of sign standards regulating all signage. Such standards shall run with all leases or sales of portions of the development. The sale, subdivision or other partition of the site after the zoning approval does not exempt the project or portions thereof from complying with these regulations relative to number of signs, harmony and visual quality of signs to be installed. The size, color, materials, styles of lettering, type of illumination and location shall be set out in such standards. Sign Development Standards are to be submitted as part of the Preliminary Site Development Plan. The Final Site Development Plan will also include the Sign Development Standards and be approved as part of the Final Site Development Plan. These standards may be revised by resubmitting them to the Plan Commission for approval.

Sign Development Standards for a Planned District shall maintain the following as conditions of approval and acceptance:

1) A proposal for a sign concept shall be subject to compliance with this ordinance.

2) The submittal by the developer and approval by the City of the sign concept represents a firm commitment by the developer that development will indeed follow the approved plans in such areas as location, size, type, color and materials of the signs.

3) The sign concept is to be planned and developed in a manner that will result in clear, readable, effective signage as determined by the Plan Commission and staff.

4) The developer may be given latitude in using innovative techniques in the development of sign concepts not feasible under application of standard zoning requirements.

5) The Sign Development Standards may be amended by the Plan Commission.

6) No permit shall be issued for an individual sign in a planned district unless and until Sign Development Standards for the development have been submitted to and approved by the Plan Commission.

B) Deviation From Requirements: Deviations in size, colors, location, number of signs, and illumination, may be approved by the Plan Commission if it is deemed that an equal or higher quality of development will be produced. The Plan Commission and Governing Body may, in the process of approving sign concepts, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with the intent of the sign ordinance, shall be clearly set out in the minutes as well as on exhibits in the record, and provided that specific reasons justifying deviations are included in the record:

1) In commercial districts if private sign standards have been prepared by an owner in compliance with this section submitted and approved as part of the Final Site Plan, then the maximum of all wall, canopy, and window signs shall be 5% of the total area of the facade.

2) Directory Signs may be permitted that are scaled to pedestrian traffic.

4-5.12 General Conditions

1) It is the intent that real estate advertisements and signs within the City shall fairly and truthfully impart to the public accurate information in regard to the zoning classification of such land.

2) Any person, firm or corporation who shall make use of or place any real estate advertisements or signs which recite that real property is zoned for land uses, or will be zoned for land uses in the future, under the zoning rules and regulations of the City, when in fact such real estate is not so zoned, is guilty of a public offense.

3) It shall not be permitted for any person, firm or corporation to make use of or place advertisements or signs on real estate declaring that the property is reserved or is being held for future land use which is inconsistent with the then existing zoning classification of the City for the land, or any words of similar nature.

4) Any advertisements or signs placed in violation of this ordinance shall be confiscated by the Director of Planning and Development. The cost required for such confiscation to be assessed to the property owner.

5) No sign, except City installed signs, will be placed on public property or on a public right-of-way. For the purpose of this ordinance the right-of-way abutting private property shall be defined as five feet from the edge of the pavement or curb of the street. Such placement shall require the consent of the abutting private property owner.

6) No twirlers, flags, balloons or other paraphernalia shall be attached to any sign or displayed in conjunction with any sign unless the Director of Planning and Development determines that the display or attachment will not be contrary to the intent and purposes of this section and a permit specifically authorizing the display or attachment has been issued by the Director of Planning and Development.

7) Illuminated signs shall be either indirectly or semi-illuminated where the source of illumination cannot be detected by the human eye. Exposed incandescent bulbs and exposed fluorescent tubes are not permitted.

8) All signs shall be of sound structural quality, be maintained in good repair, and have a clean and neat appearance; and land adjacent shall be kept free from debris, weeds and trash. If signs are not being maintained as described and the Director of Planning and Development deems them a public safety hazard or nuisance, such signs shall be removed.

9) Each day a violation exists shall constitute a new violation.

10) In the event that a building has a curved wall, the area of the facade, for sign purposes, will be determined by drawing two lines perpendicular to the facade. This will then be considered as straight walls, with the area of this facade to be used in determining the size of the allowed signage.

11) Restriction of Placement. No person shall paint, mark or write on, or post or otherwise affix any sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamppost, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or telephone or telegraph pole, or wire appurtenance thereof or upon any fixture of the fire alarm or police alarm system or upon any lighting system, public bridge, street sign or traffic sign.

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APPROVED FOR FORM:

R.S. Wetzler, City Attorney

12) Removal. Any sign which has been located in the public right-of-way contrary to the provisions of this section, shall be removed immediately by any officer of the City. The Director of Planning and Development may cause any sign which is an immediate peril to persons or property to be removed summarily and without notice. Persons other than officers of the City that willfully remove any sign shall be guilty of violating this section of the ordinance. Such persons are subject to prosecution under Section 4-5.13.

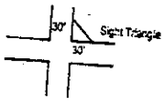
13) Signs Not to Constitute Traffic Hazard. No sign regulated by this section shall be placed at the intersection of any street in such a manner as to obstruct free and clear vision; or any location where, by reason of the position, shape or color, the sign may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device; or which makes use of the words "stop", "look", "drive-in", "danger", or any other word, phrase, symbol or character in such manner as to interfere with, mislead or confuse traffic.

14) Face Of Sign Shall Be Smooth. All signs or other advertising structures shall have a smooth surface and no nails, tacks or wires shall be permitted to protrude therefrom.

15) Deed Restriction. No provision of this section shall be deemed to prevent any person, homes association or other entity from maintaining an action to enforce private deed restrictions which are more restrictive than the criteria and standards established by this section.

16) Revocation of Permit. The Director of Planning and Development is hereby authorized and empowered to revoke any permit issued by him or her upon failure of the holder thereof to comply with any provision of this section.

17) Clearance of sight triangle. No sign shall be placed in the sight triangle of any roadway corner. This sight triangle is to be defined as the area achieved by measuring 30 feet in both directions from the point of intersection, and connecting these two lines diagonally (See drawing).



4-5.13 Unlawful Signs

A) Prosecution For Violation. If the Director of Planning and Development or his or her representative shall have reason to believe that any sign regulated herein is constructed, erected, or being maintained in violation of this section or that any provision of this section of the ordinance has been violated, he or she may cause a complaint to be filed with the clerk of the municipal court and request the issuance of a notice to appear and commencement of prosecution in the manner provided by K.S.A. 12-4201, against any person who is reasonably believed to have violated any provision of this section. The Director of Planning and Development may, in his or her discretion, give oral or written notice to the owner or occupant that unless the sign is removed within 48 hours of the notice or that such activity violating this section of the ordinance cease immediately, a complaint will be filed alleging violation of this section. For purposes of this section, any owner of property shall be responsible for compliance with the provisions of this section and may be prosecuted for violation of this section if he or she permits or maintains a sign upon his or her property in violation of this section.

B) Appeals. Appeals from a decision of the Director of Planning and Development shall follow the procedures established with the Board of Zoning Appeals.

4-5.14 Schedule of Sign Regulations

(See Following Charts.)

SEE CHARTS ON PAGE 23

Section 2. Repeal of Existing Section. That existing Section 4-5 of the Leawood Development Ordinance is hereby repealed. (Prior law: Ordinance No. 1665)

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18 day of August, 1997.

Approved by the Mayor the 18 day of August, 1997.

(S E A L)

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

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4-5:44: SCHEDULE OF SIGN REGULATIONS

Zoning District	Regulated Permanent Signs							
	Allowable Content	Maximum Area	Maximum Number	Structural Type	Height	Lighting	Motion	Conditional Use Provision
	On-Site Signs							
Special Use Permit	Signs identifying public or semi-public uses	5% of building facade (Not to exceed 200 square feet total)	1	Wall or Canopy	Below eave or parapet	None or indirect only	None	(Reserved)
		As approved by Plan Commission	1	Monument (Can be double faced)	As approved by Plan Commission	None or indirect only	None	(Reserved)
RP-A RPA-5 R-1 RP-1 RP-2 RP-3 RP-4	Signs identifying entrances of a subdivision or entry-way monumentation	As approved by Plan Commission	One (1) at each major entrance from an arterial or collector street	Monument (Can be double faced)	As approved by Plan Commission	None or indirect only	None	(Reserved)
CP-O SD-O SD-OH	Signs identifying commercial office buildings	Five percent (5%) of building facade (Not to exceed a total of 200 square feet per sign)	3	Wall or Canopy	Below eave or parapet	None, indirect, or semi-illuminated	None	(Reserved)
CP-1 CP-2 SD-CR SD-MARKET SQUARE	Signs identifying retail or service businesses	Five percent (5%) of building facade (Not to exceed 200 square feet per sign)	3	Wall or Canopy	Below eave or parapet	None, indirect, or semi-illuminated	None	(Reserved)
		50 square feet	None, However in lieu of one wall or canopy sign, 1 monument sign is permitted	Monument (Can be double faced)	6 feet	None or indirect only	None	(Reserved)
	Directional Signs	6 square feet	2	Free-standing	3 feet			
BP	Signs identifying the entrances of a business park	100 square feet	1	Monument (main entrance)	9 feet	None or indirect only	None	(Reserved)
		50 square feet	1	Monument (secondary entrance)	6 feet	None or indirect only	None	(Reserved)
	Signs identifying business or commercial establishments within a business park	2 % of facade	1 per facade (maximum of 2 signs total)	Wall (For one wall sign, a detached monument sign may be substituted)	Below parapet (6 feet for monument)	None or indirect only	None	(Reserved)
	Directional Signs	6 square feet	As approved	Free-standing	As approved			
PI	Signs identifying business or commercial establishments within an industrial park	2% of facade	1	Wall	Below parapet	None or indirect only	None	(Reserved)
		50 square feet	1	Monument	6 feet			
	Directional Signs	6 square feet	As approved	Free-standing	As approved			

PERMITTED SIGNS BY TYPE AND DISTRICT

Permanent Sign Type	Zoning District													
	RP-A	RPA-5	R-1	RP-1	RP-2	RP-3	RP-4	CP-O	CP-1	CP-2	BP	PI	SD	AG
Address	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Animated														
Awning									A	A			A	
Banner								C	C	C			C	
Canopy								A	A	A			A	
Changeable Copy														
Directional								A	A	A	A	A	A	
Directory								A	A	A	A	A	A	
Electronic Display														
Exposed Neon									A	A			A	
Flags	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Flashing														
Government	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Marquee														
Monument	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Off-site	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP
Painted Wall														
Pole														
Light Pole Banner									A	A			A	
Portable														
Roof														
Rotating														
Time and Temp.														
Wall								A	A	A	A	A	A	
Window									C	C			C	

A = Allowed only with sign permit, pending approval by the Plan Commission
C = Conditionally permitted
R = Required
SUP = Allowed only with special use permit, pending approval by the Plan Commission
Blank Box = Prohibited

NUMBER, DIMENSION, LOCATION, AND DURATION OF TEMPORARY SIGNS

Temporary Sign Type	Number Allowed	Maximum Sign Area	Time Limit	Location	Zoning Districts
Banner*	One per building	50 square feet	Max. 4 banners per year, 15 days / banner; followed by Min. 15 day downtime.	Below eave or parapet wall	Allowed only within CP-O, CP-1, CP-2, and SD districts
Construction/ Builder *	One per site (Two sided or V shape considered as one sign)	50 square feet (sign or sign face)	Must be removed immediately after project completion	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed within all zoning districts
Garage Sale	One per lot	5 square feet	72 hours from time of posting	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed only within RP-A, RPA-5, R-1 RP-1, RP-2; RP-3, and RP-4 districts
Inflatable	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Informational	Maximum of one per event, issue, candidate, or belief for any particular lot	5 square feet	Maximum of one allowed all year year long (However an unlimited number will be allowed 30 days or less prior to a public election to be held in the City of Lenwood)	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed within all zoning districts
Real Estate: Residential	One per site	5 square feet	Must be removed within 24 hours after sale of property	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	All zoning districts
Real Estate: Commercial / Agricultural/ Developer *	One per site	8' by 8', with a height no greater than 10 feet			Allowed within CP-O, CP-1, CP-2, SD, and Ag zoning districts
Window	Not applicable	Total of permanent and temporary signage not to exceed 10% of window area	Not Applicable	Not Applicable	Allowed only within CP-O, CP-1, CP-2, and SD districts

* Permit Required. See the Lenwood City Fee Schedule for applicable charges.

ORDINANCE NO. 1688

AN ORDINANCE REZONING PROPERTY (HARRINGTON FINANCIAL GROUP) LOCATED ON THE SOUTHWEST CORNER OF TOMAHAWK CREEK PARKWAY AND COLLEGE BOULEVARD FROM CP-0 (PLANNED OFFICE) TO CP-1 (PLANNED NEIGHBORHOOD RETAIL); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

A tract of land located in the Northwest Quarter Section,. Section 15, Township 13 South, Range 25 East, all in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter Section 15, Township 13 South, Range 25 East, thence North 87°50'04" East along the North line of said Northwest 1/4 a distance of 450.03 feet thence South 01° 27'33" East a distance of 40 feet to a point on the South Right-of-Way of College Boulevard thence North 87°50'04" East along said Right-of-Way a distance of 526.29 feet to the Point of Beginning thence South 02°09'56" East a distance of 354.44 feet thence South 31°28'43" East a distance of 47.83 feet to a point on a curve to the right having an initial tangent bearing of North 63°35'41" East a radius of 280 feet thence along said curve an arc length of 275.24 feet to a point on the West Right-of-Way of Tomahawk Creek Parkway said point being a curve to the right having an initial tangent bearing of North 33°59'21" East a radius of 1812.50 feet thence along said curve and West Right-of-Way an arc length of 54.30 feet to a point of reverse curvature having a radius of 1812.50 feet thence Northeasterly along said curve to the left and West Right-of-Way an arc distance of 39.90 feet thence along said Right-of-Way North 01°28'52" West a distance of 339.12 feet to the intersection of the West Right-of-Way of Tomahawk Creek Parkway and the South Right-of-Way of Collge Boulevard thence South 87°50'04" West along said South Right-of-Way a distance of 347.97 feet to the Point of Beginning containing 3.03 acres more or less and subject to any easements restrictions or convenants recorded or unrecorded, if any,

now zoned CP-0, is hereby rezoned to CP-1.

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map of the City in accordance with the above and foregoing

changes in zoning.

Section 3. Reincorporation of Official Zoning Map as Amended. That the Official Zoning Map of the City, as amended by the provisions of this ordinance, is hereby reincorporated and declared to be the Official Zoning Map of the City as provided for and adopted pursuant to the provisions of Section 2-2 of the "Leawood Development Ordinance".

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 4th day of August, 1997.

Approved by the Mayor the 7th day of August, 1997.

(S E A L)

Peggy J. Dunn Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

ORD1688

Publication Fees: $30.00

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1688--8/12/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

August 13, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$30.00

ORDINANCE NO. 1688

First published in The Legal Record, Tuesday, August 12, 1997.

ORDINANCE NO. 1688

AN ORDINANCE REZONING PROPERTY (HARRINGTON FINANCIAL GROUP) LOCATED ON THE SOUTHWEST CORNER OF TOMAHAWK CREEK PARKWAY AND COLLEGE BOULEVARD FROM CP-0 (PLANNED OFFICE) TO CP-1 (PLANNED NEIGHBORHOOD RETAIL); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

A tract of land located in the Northwest Quarter Section, Section 15, Township 13 South, Range 25 East, all in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter Section 15, Township 13 South, Range 25 East, thence North 87°50'04" East along the North line of said Northwest 1/4 a distance of 450.03 feet thence South 01° 27'33" East a distance of 40 feet to a point on the South Right-of-Way of College Boulevard thence North 87°50'04" East along said Right-of-Way a distance of 526.29 feet to the Point of Beginning thence South 02°09'56" East a distance of 354.44 feet thence South 31°28'43" East a distance of 47.83 feet to a point on a curve to the right having an initial tangent bearing of North 63°35'41" East a radius of 280 feet thence along said curve an arc length of 275.24 feet to a point on the West Right-of-Way of Tomahawk Creek Parkway said point being a curve to the right having an initial tangent bearing of North 33°59'21" East a radius of 1812.50 feet thence along said curve and West Right-of-Way an arc length of 54.30 feet to a point of reverse curvature having a radius of 1812.50 feet thence Northeasterly along said curve to the left and West Right-of-Way an arc distance of 39.90 feet thence along said Right-of-Way North 01°28'52" West a distance of 339.12 feet to the intersection of the West Right-of-Way of Tomahawk Creek Parkway and the South Right-of-Way of Colige Boulevard thence South 87°50'04" West along said South Right-of-Way a distance of 347.97 feet to the Point of Beginning containing 3.03 acres more or less and subject to any easements restrictions or convenants recorded or unrecorded, if any,

now zoned CP-0, is hereby rezoned to CP-1.

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map of the City in accordance with the above and foregoing changes in zoning.

Section 3. Reincorporation of Official Zoning Map as Amended. That the Official Zoning Map of the City, as amended by the provisions of this ordinance, is hereby reincorporated and declared to be the Official Zoning Map of the City as provided for and adopted pursuant to the provisions of Section 2-2 of the "Leawood Development Ordinance".

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 4th day of August, 1997.

Approved by the Mayor the 7th day of August, 1997.

(S E A L)

Peggy J. Dunn — Mayor

Attest:

Martha Heizer — City Clerk

APPROVED FOR FORM:

R.S. Wetzler — City Attorney

ORDINANCE NO. 1687

AN ORDINANCE ADOPTING THE STATE LINE ROAD MAP AND AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN OFFICIAL DRAWING PACKAGE LOCATING THE MISSOURI-KANSAS STATE LINE IN RELATION TO STATE LINE ROAD BETWEEN KANSAS CITY, MISSOURI AND LEAWOOD, KANSAS; AND SUPERSEDING ORDINANCE NO. 690 PASSED BY THE CITY COUNCIL MARCH 2, 1981.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the Mayor and the Director of Public Works are hereby authorized to execute a package of drawings locating the Kansas-Missouri State Line with relation to State Line Road between Kansas City, Missouri, and the City of Leawood, Kansas, from 79th Street to 135th Street.

Section 2. That a copy of said document is on file in the Office of the Director of Public Works and is incorporated herein by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of July, 1997.

Approved by the Mayor the 21st day of July, 1997.

(SEAL)

Peggy J. Dunn, Mayor

Attest:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

ORD1687

Publication Fees: $14.36

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1687--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

ORDINANCE NO. 1687

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1687

AN ORDINANCE ADOPTING THE STATE LINE ROAD MAP AND AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN OFFICIAL DRAWING PACKAGE LOCATING THE MISSOURI-KANSAS STATE LINE IN RELATION TO STATE LINE ROAD BETWEEN KANSAS CITY, MISSOURI AND LEAWOOD, KANSAS; AND SUPERSEDING ORDINANCE NO. 690 PASSED BY THE CITY COUNCIL MARCH 2, 1981.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the Mayor and the Director of Public Works are hereby authorized to execute a package of drawings locating the Kansas-Missouri State Line with relation to State Line Road between Kansas City, Missouri, and the City of Leawood, Kansas, from 79th Street to 135th Street.

Section 2. That a copy of said document is on file in the Office of the Director of Public Works and is incorporated herein by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of July, 1997.

Approved by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn
Peggy J. Dunn, Mayor

Attest:

Martha Heizer
Martha Heizer, City Clerk

APPROVED FOR FORM:
R.S. Wetzler, City Attorney

$14.36

ORDINANCE NO. 1686

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 170 (MISSION ROAD REHAB. SOUTH OF 135TH STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $800,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF THE IMPROVEMENT OF A CERTAIN SECTION OF MISSION ROAD, BEGINNING AT A POINT 500 FEET SOUTH OF 135TH STREET, SOUTHERLY TO 143RD STREET, THEN WESTERLY 600 FEET, ALL WITHIN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1680, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the improvement and reimprovement of certain portions of Mission Road, beginning at a point 500 feet south of 135th Street, southerly to 143rd Street, then westerly 600 feet, within the City of Leawood (the "Project"), at an estimated cost of $1,000,000; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next nine months in the amount of $800,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to pay the costs of the project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 170 (Mission Road Rehab. south of 135th Street), in the aggregate principal amount of Eight Hundred Thousand Dollars ($800,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 8 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The

Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and

registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.70% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(SEAL)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmo170

ORD1686

Publication Fees: $81.50

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1686--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$81.50

ORDINANCE NO. 1686

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1686

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 170 (MISSION ROAD REHAB. SOUTH OF 135TH STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $800,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF THE IMPROVEMENT OF A CERTAIN SECTION OF MISSION ROAD, BEGINNING AT A POINT 500 FEET SOUTH OF 135TH STREET, SOUTHERLY TO 143RD STREET, THENCE WESTERLY 600 FEET, ALL WITHIN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1680, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the improvement and reimprovement of certain portions of Mission Road, beginning at a point 500 feet south of 135th Street, southerly to 143rd Street, then westerly 600 feet, within the City of Leawood (the "Project"), at an estimated cost of $1,000,000; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next nine months in the amount of $800,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to pay the costs of the project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 170 (Mission Road Rehab. south of 135th Street), in the aggregate principal amount of Eight Hundred Thousand Dollars ($800,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 8 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.70% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser

CONTINUED ON PAGE 19

thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmo170

ORDINANCE NO. 1685

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 146 (TOWN CENTER PLAZA), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $3,500,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 117TH STREET FROM ITS INTERSECTION WITH TOWN CENTER DRIVE WEST TO NALL AVENUE, SIGNALIZATION OF THE INTERSECTIONS OF NALL AND 117TH STREET, 119TH STREET AND HAWTHORNE, TOWN CENTER DRIVE AND ROE AVENUE, TOWN CENTER DRIVE AND NALL AVENUE AND 119TH STREET AT ROSEWOOD, CERTAIN UTILITY MAIN IMPROVEMENTS, BURIAL OF OVERHEAD POWER LINES, THE WIDENING AND UTILITY RELOCATIONS OF NALL AVENUE, 119TH STREET, ROE, AND TOWN CENTER DRIVE FROM ROE TO 117TH STREET, THE WIDENING OF TOWN CENTER DRIVE FROM 117TH STREET TO NALL AVENUE, SIGNALIZATION OF THE INTERSECTION OF TOWN CENTER DRIVE AND 117TH STREET OR TOWN CENTER DRIVE AND LEAWOOD CITY HALL/LEAWOOD LIBRARY, AND THE OVERLAY OF 119TH STREET FROM ROE AVENUE TO NALL AVENUE AND ROE AVENUE FROM TOWN CENTER DRIVE TO 119TH STREET IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1238, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: construction of 117th Street from its intersection with Town Center Drive west to Nall Avenue; signalization of various intersections (as hereinbefore outlined); certain utility main improvements, burial of overhead power lines; widening and utility relocations of various streets (as hereinbefore outlined); and the overlay of 119th Street from Roe Avenue to Nall Avenue and Roe Avenue from Town Center Drive to 119th Street (the "Project") at an estimated cost of $4,100,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 146 (Town Center Plaza), dated November 11, 1996, in the principal amount of $3,200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next nine months in the amount of $300,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 146 (Town Center Plaza), in the aggregate principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 35 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.10% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect special assessments on property benefitted by the Project, and to the extent said special assessments shall not be so collected, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.56% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer. The sum of $3,200,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in

funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(SEAL)

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmr146

ORD1685

Publication Fees: $95.86

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a *trade, religious or fraternal publication, is published at least* weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1685--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$95.86

ORDINANCE NO. 1685

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1685

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 146 (TOWN CENTER PLAZA), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $3,500,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 117TH STREET FROM ITS INTERSECTION WITH TOWN CENTER DRIVE WEST TO NALL AVENUE, SIGNALIZATION OF THE INTERSECTIONS OF NALL AND 117TH STREET, 119TH STREET AND HAWTHORNE, TOWN CENTER DRIVE AND ROE AVENUE, TOWN CENTER DRIVE AND NALL AVENUE AND 119TH STREET AT ROSEWOOD, CERTAIN UTILITY MAIN IMPROVEMENTS, BURIAL OF OVERHEAD POWER LINES, THE WIDENING AND UTILITY RELOCATIONS OF NALL AVENUE, 119TH STREET, ROE, AND TOWN CENTER DRIVE FROM ROE TO 117TH STREET, THE WIDENING OF TOWN CENTER DRIVE FROM 117TH STREET TO NALL AVENUE, SIGNALIZATION OF THE INTERSECTION OF TOWN CENTER DRIVE AND 117TH STREET OR TOWN CENTER DRIVE AND LEAWOOD CITY HALL/LEAWOOD LIBRARY, AND THE OVERLAY OF 119TH STREET FROM ROE AVENUE TO NALL AVENUE AND ROE AVENUE FROM TOWN CENTER DRIVE TO 119TH STREET IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1238, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: construction of 117th Street from its intersection with Town Center Drive west to Nall Avenue; signalization of various intersections (as hereinbefore outlined); certain utility main improvements, burial of overhead power lines; widening and utility relocations of various streets (as hereinbefore outlined); and the overlay of 119th Street from Roe Avenue to Nall Avenue and Roe Avenue from Town Center Drive to 119th Street (the "Project") at an estimated cost of $4,100,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 146 (Town Center Plaza), dated November 11, 1996, in the principal amount of $3,200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next nine months in the amount of $300,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 146 (Town Center Plaza), in the aggregate principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 35 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.10% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The

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Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect special assessments on property benefitted by the Project, and to the extent said special assessments shall not be so collected, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.56% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer. The sum of $3,200,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

ORDINANCE NO. 1684

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 144 (MISSION ROAD, 103RD - I-435), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $700,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF MISSION ROAD, 103RD - I-435, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1204, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of certain sections of Mission Road from 103rd Street to I-435 within the City of Leawood (the "Project") at an estimated cost of $2,000,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 144 (Mission Road, 103rd - I-435), dated November 11, 1996, in the principal amount of $700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 144 (Mission Road, 103rd - I-435), in the aggregate principal amount of Seven Hundred Thousand Dollars ($700,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 7 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form

as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.70% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance and to make ministerial alterations, changes or ad-

ditions 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnr144

ORD1684

Publication Fees: $86.05

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1684--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$86.05

ORDINANCE NO. 1684

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1684

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 144 (MISSION ROAD, 103RD - I-435), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $700,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF MISSION ROAD, 103RD - I-435, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1204, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of certain sections of Mission Road from 103rd Street to I-435 within the City of Leawood (the "Project") at an estimated cost of $2,000,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 144 (Mission Road, 103rd - I-435), dated November 11, 1996, in the principal amount of $700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 144 (Mission Road, 103rd - I-435), in the aggregate principal amount of Seven Hundred Thousand Dollars ($700,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 7 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably

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pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.70% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED FOR FORM:

M. S. Wetzler, City Attorney

W11-tnr144

ORDINANCE NO. 1683

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 128 (OLD KENNETH ROAD), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $600,000 TO PROVIDE TEMPORARY FINANCING OF THE CITY'S SHARE OF THE COST OF CONSTRUCTION OF OLD KENNETH ROAD BETWEEN K-150 AND KENNETH PARKWAY, SAID IMPROVEMENTS TO CONSIST OF A 2-LANE UNDIVIDED ROADWAY WITH CONCRETE CURB AND GUTTER, AND ALSO INCLUDING ALL NECESSARY STORM DRAINAGE FACILITIES, SIDEWALKS, STREET LIGHTING AND OTHER APPURTENANCES, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1101, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: construction of Old Kenneth Road between K-150 and Kenneth Parkway, improvements to consist of a 2-lane undivided roadway with concrete curb and gutter, and also including all necessary storm drainage facilities, sidewalks, street lighting and other appurtenances (the "Project") at an estimated cost of $635,834.00; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 128 (Old Kenneth Road), dated November 11, 1996, in the principal amount of $600,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 128 (Old Kenneth Road), in the aggregate principal amount of Six Hundred Thousand Dollars ($600,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 6 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect special assessments on property benefitted by the Project, and to the extent said special assessments shall not be so collected, the Governing Body shall levy and collect a tax upon all taxable tangible property

within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.70% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

SEAL

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnr128

ORD1683

Publication Fees: $85.86

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1683--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$85.86

ORDINANCE NO. 1683

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1683

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 128 (OLD KENNETH ROAD), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $600,000 TO PROVIDE TEMPORARY FINANCING OF THE CITY'S SHARE OF THE COST OF CONSTRUCTION OF OLD KENNETH ROAD BETWEEN K-150 AND KENNETH PARKWAY. SAID IMPROVEMENTS TO CONSIST OF A 2-LANE UNDIVIDED ROADWAY WITH CONCRETE CURB AND GUTTER, AND ALSO INCLUDING ALL NECESSARY STORM DRAINAGE FACILITIES, SIDEWALKS, STREET LIGHTING AND OTHER APPURTENANCES, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1101, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: construction of Old Kenneth Road between K-150 and Kenneth Parkway, improvements to consist of a 2-lane undivided roadway with concrete curb and gutter, and also including all necessary storm drainage facilities, sidewalks, street lighting and other appurtenances (the "Project") at an estimated cost of $635,834.00; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 128 (Old Kenneth Road), dated November 11, 1996, in the principal amount of $600,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 128 (Old Kenneth Road), in the aggregate principal amount of Six Hundred Thousand Dollars ($600,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 6 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect special assessments on property benefitted by the Project, and to the extent said special assessments shall not be so collected, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.70% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance and to make ministerial alterations, changes or

CONTINUED ON PAGE 22

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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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnr128

ORDINANCE NO. 1682

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 124 (135TH STREET [K-150], STATE LINE-NALL AVENUE), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $3,000,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF IMPROVEMENTS TO 135TH STREET (K-150), STATE LINE-NALL AVENUE, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES, APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS, OR OTHER IMPROVEMENTS OR ANY TWO OR MORE OF SUCH IMPROVEMENTS OR REIMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1203, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the improvement and reimprovement of 135th Street (K-150) located within the City of Leawood (State Line-Nall Avenue) (the "Project") at an estimated cost of $4,959,851; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 124 (135th Street [K-150], State Line-Nall Avenue), dated November 11, 1996, in the principal amount of $2,500,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next 9 months in the amount of $500,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due

or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 124 (135th Street [K-150], State Line-Nall Avenue), in the aggregate principal amount of Three Million Dollars ($3,000,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 30 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources

of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.58% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $2,500,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or

permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmr124

ORD1682

Publication Fees: $91.50

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1682--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$91.50

ORDINANCE NO. 1682

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1682

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 124 (135TH STREET (K-150), STATE LINE-NALL AVENUE), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $3,000,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF IMPROVEMENTS TO 135TH STREET (K-150), STATE LINE-NALL AVENUE, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES, APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS, OR OTHER IMPROVEMENTS OR ANY TWO OR MORE OF SUCH IMPROVEMENTS OR REIMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1203, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the improvement and reimprovement of 135th Street (K-150) located within the City of Leawood (State Line-Nall Avenue) (the "Project") at an estimated cost of $4,959,851; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 124 (135th Street (K-150), State Line-Nall Avenue), dated November 11, 1996, in the principal amount of $2,500,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next 9 months in the amount of $500,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 124 (135th Street (K-150), State Line-Nall Avenue), in the aggregate principal amount of Three Million Dollars ($3,000,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 30 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to

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Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.58% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $2,500,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WTI-tnnmr124

ORDINANCE NO. 1681

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 108 (COLLEGE BOULEVARD), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $3,800,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF COLLEGE BOULEVARD, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1488, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the improvement or reimprovement of College Boulevard located within the City of Leawood (the "Project") at an estimated cost of $13,795,873.00; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 108 (College Blvd.), dated November 11, 1996, in the principal amount of $3,800,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable;

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

Section One. Authorization of Notes. That in order to provide funds

to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 108 (College Blvd.), in the aggregate principal amount of Three Million Eight Hundred Thousand Dollars ($3,800,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 38 inclusive, each in the denomination of $100,000. Each of said notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.10% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder

to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.79% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII:tnr108

ORD1681

Publication Fees: $95.14

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1681--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$95.14

ORDINANCE NO. 1681

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1681

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 108 (COLLEGE BOULEVARD), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $3,800,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF COLLEGE BOULEVARD, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1488, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the improvement or reimprovement of College Boulevard located within the City of Leawood (the "Project") at an estimated cost of $13,795,873.00; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 108 (College Blvd.), dated November 11, 1996, in the principal amount of $3,800,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 108 (College Blvd.), in the aggregate principal amount of Three Million Eight Hundred Thousand Dollars ($3,800,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 38 inclusive, each in the denomination of $100,000. Each of said notes shall be dated July 25, 1997, shall mature by their stated terms and become due and payable on April 23, 1998. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.10% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.79% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross

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income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Nine. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 21st day of July, 1997.

APPROVED by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

B. A. Metzler, City Attorney

WII:tnr109

ORDINANCE NO. 1680

AN ORDINANCE AUTHORIZING THE IMPROVEMENT OF CERTAIN SECTION OF MISSION ROAD, A MAIN TRAFFICWAY, BEGINNING AT A POINT 500 FEET SOUTH OF 135TH STREET, SOUTHERLY TO 143RD STREET, A MAIN TRAFFICWAY, THEN WESTERLY 600 FEET ALL WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO PAY THE COSTS THEREOF, PURSUANT TO THE PROVISIONS OF K.S.A. 12-685 ET.SEQ., AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, the City of Leawood has previously by Section 14-206 of the "Code of the City of Leawood, Kansas," designated that portion of Mission Road and 143rd Street which is located within this City as a main trafficway pursuant to the provisions of K.S.A. 12-685; and

WHEREAS, K.S.A. 12-687 provides that the Governing Body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded among others, by the issuance of general obligation bonds; and

WHEREAS, Section 1.103-18 of the Income Tax Regulations issued by the Internal Revenue Service (the "Regulations") requires that the City make a prior declaration of its intent to reimburse itself for project expenditures made by the City prior

to the date of issuance of notes or bonds, and the City desires to comply with the requirements of the Regulations with respect to this Project.

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove certain portions of Mission Road, beginning at a point 500 feet south of 135th street, southerly to 143rd street, then westerly 600 feet, within the City of Leawood, as provided by and under the authority of K.S.A. 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. 12-689.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

Section 1. It is hereby deemed and declared to be necessary to improve and reimprove certain portions of Mission Road, beginning at a point 500 feet south of 135th street, southerly to 143rd street, then westerly 600 feet, located within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be done under the authority of K.S.A. 12-687.

Section 2. The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, inspection, acquisition of right-of-way and easements, financing costs and contingencies, is $1,000,000 and shall be chargeable to the City at large and may be paid by the issuance of general obligation bonds of the City of Leawood under the authority of K.S.A. 12-689.

Section 3. That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation bonds of the City in an amount not to exceed $1,000,000.00

Section 4. That to the extent the City shall pay all or any portion of the costs of the Project from available funds on hand prior to the issuance of temporary notes or bonds, the City hereby declares that it reasonably expects to reimburse such expenditures out of the proceeds of such temporary notes and such general obligation bonds. All such expenditures so reimbursed shall be capital expenditures with the meaning of Section 1.150-1(h) of the Income Tax Regulations (the "Regulations").

This declaration is a declaration of official intent adopted pursuant to Section 1.103-18 of the Regulations.

Section 5. That as of the date hereof, there are not City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of temporary notes or the bonds. This ordinance, therefore, is determined to be consistent

with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 6. That this Ordinance shall be filed within 30 days of its adoption in the publicly available official books and records of the City. This Ordinance shall be available for inspection at the office of the City Clerk at City Hall during normal business hours of the City on every business day until the date of issuance of bonds.

Section 7 That the City's Director of Finance shall be responsible for making any "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amounts of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

Section 8. This ordinance shall take effect and be of force from and after its passage and approval and publication once in the official city newspaper.

Passed by the Governing Body this 21st day of July, 1997.

Approved by the Mayor this 21st day of July, 1997.

(SEAL)

Peggy J. Dunn Mayor

Attest:

Martha Heizer City Clerk

APPROVED AS TO FORM

R. S. Wetzler City Attorney

ORD1680

Publication Fees: $56.41

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1680--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$56.41

ORDINANCE NO. 1680

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1680

AN ORDINANCE AUTHORIZING THE IMPROVEMENT OF CERTAIN SECTION OF MISSION ROAD, A MAIN TRAFFICWAY, BEGINNING AT A POINT 500 FEET SOUTH OF 135TH STREET, SOUTHERLY TO 143RD STREET, A MAIN TRAFFICWAY, THEN WESTERLY 600 FEET ALL WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO PAY THE COSTS THEREOF, PURSUANT TO THE PROVISIONS OF K.S.A. 12-685 ET SEQ., AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, the City of Leawood has previously by Section 14-206 of the "Code of the City of Leawood, Kansas," designated that portion of Mission Road and 143rd Street which is located within this City as a main trafficway pursuant to the provisions of K.S.A. 12-685; and

WHEREAS, K.S.A. 12-687 provides that the Governing Body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded among others, by the issuance of general obligation bonds; and

WHEREAS, Section 1.103-18 of the Income Tax Regulations issued by the Internal Revenue Service (the "Regulations") requires that the City make a prior declaration of its intent to reimburse itself for project expenditures made by the City prior to the date of issuance of notes or bonds, and the City desires to comply with the requirements of the Regulations with respect to this Project.

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove certain portions of Mission Road, beginning at a point 500 feet south of 135th street, southerly to 143rd street, then westerly 600 feet, within the City of Leawood, as provided by and under the authority of K.S.A. 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. 12-689.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

Section 1. It is hereby deemed and declared to be necessary to improve and reimprove certain portions of Mission Road, beginning at a point 500 feet south of 135th street, southerly to 143rd street, then westerly 600 feet, located within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be done under the authority of K.S.A. 12-687.

Section 2. The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, inspection, acquisition of right-of-way and easements, financing costs and contingencies, is $1,000,000 and shall be chargeable to the City at large and may be paid by the issuance of general obligation bonds of the City of Leawood under the authority of K.S.A. 12-689.

Section 3. That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation bonds of the City in an amount not to exceed $1,000,000.00

Section 4. That to the extent the City shall pay all or any portion of the costs of the Project from available funds on hand prior to the issuance of temporary notes or bonds, the City hereby declares that it reasonably expects to reimburse such expenditures out of the proceeds of such temporary notes and such general obligation bonds. All such expenditures so reimbursed shall be capital expenditures with the meaning of Section 1.150-1(h) of the Income Tax Regulations (the "Regulations").

This declaration is a declaration of official intent adopted pursuant to Section 1.103-18 of the Regulations.

Section 5. That as of the date hereof, there are not City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of temporary notes or the bonds. This ordinance, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 6. That this Ordinance shall be filed within 30 days of its adoption in the publicly available official books and records of the City. This Ordinance shall be available for inspection at the office of the City Clerk at City Hall during normal business hours of the City on every business day until the date of issuance of bonds.

Section 7 That the City's Director of Finance shall be responsible for making any "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amounts of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

Section 8. This ordinance shall take effect and be of force from and after its passage and approval and publication once in the official city newspaper.

Passed by the Governing Body this 21st day of July, 1997.

Approved by the Mayor this 21st day of July, 1997.

(SEAL)

Peggy J. Dunn — Mayor

Attest:

Martha Heizer — City Clerk

APPROVED AS TO FORM:

R. S. Wolter — City Attorney

ORDINANCE NO. 1679

AN ORDINANCE ACCEPTING TWO DEEDS OF DEDICATION FROM SADDLE & SIRLOIN CLUB FOR LAND TO BE USED FOR STREET PURPOSES, MISSION ROAD IMPROVEMENTS, 103RD STREET TO I-435 HIGHWAY.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood hereby accepts two deeds from Saddle & Sirloin Club for the following described real estate to be used for street purposes, to wit:

A tract of land in the West half of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, beginning at a point on the Easterly right-of-way line of Mission Road as it now exists, said point being on the North line of the Southwest Quarter of said Section 10; thence Southerly along said Easterly right-of-way line and parallel to the West line of said Southwest Quarter, a distance of 548.99 feet to a point on the Northerly right-of-way line of Interstate Highway No. 435; thence Easterly along said Northerly right-of-way line, a distance of 10.00 feet; thence Northerly and parallel to said West line of the Southwest Quarter, a distance of 549.09 feet to a point on the North line of the Southwest Quarter of said Section 10; thence continuing Northerly and parallel to the West line of the Northwest Quarter of said Section 10, a distance of 231.49 feet; thence Easterly and perpendicular to said West line, a distance of 5.00 feet, thence Northerly and parallel to said West line, a distance of 200.13 feet; thence North Easterly and perpendicular to said West line, a distance of 5.00 feet, thence Northerly and parallel to said West line, a distance of 524.93 feet; thence Westerly and perpendicular to said West line, a distance of 10.00 feet; thence Northerly and parallel to said West line, a distance of 482.28 feet; thence Easterly and perpendicular to said West line, a distance of 5.00 feet; thence Northerly and parallel to said West line, a distance of 453.90 feet; thence Westerly and perpendicular to said West line, a distance of 15.00 feet to a point on said Easterly right-of-way line of Mission Road as it now exists; thence South along said Easterly right-of-way line and parallel to the West line of said Northwest Quarter, a distance of 1,892.73 feet to the point of beginning. The above described tract of land contains 32,937 square feet or 0.756 acres more or less.

AND

A tract of land located in the Southwest Quarter of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, described as follows: beginning at the intersection of the Easterly right-of-way line of Mission Road as it now exists and the Southerly right-of-way line of Interstate Highway No. 435 as it now exists; thence Easterly along said Southerly right-of-way line, a distance of 8.78 feet; thence Southerly and parallel to the West line of said Southwest Quarter of Section 10, a distance of 14.66 feet; thence Easterly and parallel to said Southerly right-of-way line of Interstate Highway No. 435, a distance of 11.22 feet; thence Southerly and parallel to the West line of said Southwest Quarter of Section 10, a distance of 19.45 feet; thence Southeasterly a distance of 166.28 feet to a point, said point being 70.68 feet East of the West line of said Southwest Quarter of Section 10 and in the Northerly right-of-way line of an access road as it now exists; thence Westerly along said Northerly right-of-way line, a distance of 40.69 feet to a point, said point being the intersection of said Northerly right-of-way line and the Easterly right-of-way line of Mission Road as it now exists; thence Northerly along said Easterly right-of-way and parallel to the West line of said Southwest Quarter of Section 10, a distance of 199.16 feet to the point of beginning. The above described tract of land contains 5,525 square feet or 0.127 acres more or less.

Section 2. That copies of said Deeds of Dedication are attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of July, 1997.

Approved by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

ORD1679

Publication Fees: $44.44

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly swom, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1679--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$44.44

ORDINANCE NO. 1679

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1679

AN ORDINANCE ACCEPTING TWO DEEDS OF DEDICATION FROM SADDLE & SIRLOIN CLUB FOR LAND TO BE USED FOR STREET PURPOSES, MISSION ROAD IMPROVEMENTS, 103RD STREET TO I-435 HIGHWAY.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood hereby accepts two deeds from Saddle & Sirloin Club for the following described real estate to be used for street purposes, to wit:

A tract of land in the West half of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, beginning at a point on the Easterly right-of-way line of Mission Road as it now exists, said point being on the North line of the Southwest Quarter of said Section 10; thence Southerly along said Easterly right-of-way line and parallel to the West line of said Southwest Quarter, a distance of 548.99 feet to a point on the Northerly right-of-way line of Interstate Highway No. 435; thence Easterly along said Northerly right-of-way line, a distance of 10.00 feet; thence Northerly and parallel to said West line of the Southwest Quarter, a distance of 549.09 feet to a point on the North line of the Southwest Quarter of said Section 10; thence continuing Northerly and parallel to the West line of the Northwest Quarter of said Section 10, a distance of 231.49 feet; thence Easterly and perpendicular to said West line, a distance of 5.00 feet, thence Northerly and parallel to said West line, a distance of 200.13 feet; thence North Easterly and perpendicular to said West line, a distance of 5.00 feet, thence Northerly and parallel to said West line, a distance of 524.93 feet; thence Westerly and perpendicular to said West line, a distance of 10.00 feet; thence Northerly and parallel to said West line, a distance of 482.28 feet; thence Easterly and perpendicular to said West line, a distance of 5.00 feet; thence Northerly and parallel to said West line, a distance of 453.90 feet; thence Westerly and perpendicular to said West line, a distance of 15.00 feet to a point on said Easterly right-of-way line of Mission Road as it now exists; thence South along said Easterly right-of-way line and parallel to the West line of said Northwest Quarter, a distance of 1,892.73 feet to the point of beginning. The above described tract of land contains 32,937 square feet or 0.756 acres more or less.

AND

A tract of land located in the Southwest Quarter of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, described as follows: beginning at the intersection of the Easterly right-of-way line of Mission Road as it now exists and the Southerly right-of-way line of Interstate Highway No. 435 as it now exists; thence Easterly along said Southerly right-of-way line, a distance of 8.78 feet; thence Southerly and parallel to the West line of said Southwest Quarter of Section 10, a distance of 14.66 feet; thence Easterly and parallel to said Southerly right-of-way line of Interstate Highway No. 435, a distance of 11.22 feet; thence Southerly and parallel to the West line of said Southwest Quarter of Section 10, a distance of 19.45 feet; thence Southeasterly a distance of 166.28 feet to a point, said point being 70.68 feet East of the West line of said Southwest Quarter of Section 10 and in the Northerly right-of-way line of an access road as it now exists; thence Westerly along said Northerly right-of-way line, a distance of 40.69 feet to a point, said point being the intersection of said Northerly right-of-way line and the Easterly right-of-way line of Mission Road as it now exists; thence Northerly along said Easterly right-of-way and parallel to the West line of said Southwest Quarter of Section 10, a distance of 199.16 feet to the point of beginning. The above described tract of land contains 5,525 square feet or 0.127 acres more or less.

Section 2. That copies of said Deeds of Dedication are attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of July, 1997.

Approved by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn
Peggy J. Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R. S. Wetzler City Attorney

ORDINANCE NO. 1678

AN ORDINANCE ACCEPTING A PERMANENT DRAINAGE EASEMENT AND TWO PERMANENT UTILITY EASEMENTS FROM SADDLE & SIRLOIN CLUB REQUIRED FOR THE IMPROVEMENT OF MISSION ROAD, 103RD STREET TO I-435 HIGHWAY.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood hereby accepts a permanent drainage easement and two (2) permanent utility easements from Saddle & Sirloin Club, along with the restrictions and reservations set forth therein, designated and described, to wit:

Permanent Drainage Easement: A tract of land located in the Northwest Quarter of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, beginning at a point, said point being 231.51 feet North and 45.00 feet East of the Southwest corner of said Northwest Quarter; thence Northerly and parallel to the West line of said Northwest Quarter, a distance of 13.12 feet; thence Easterly and perpendicular to said West line, a distance of 30.00 feet; thence Southerly and parallel to said West line, a distance of 13.12 feet; thence Westerly and perpendicular to said West line, a distance of 30.00 feet to the point of beginning. The above described tract of land contains 394 square feet or 0.009 acres more or less.

AND

Permanent Utility Easement: A tract of land located in the Northwest Quarter of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, beginning at a point, said point being 1402.77 feet North and 40.00 feet East of the Southwest corner of said Northwest Quarter; thence Easterly and perpendicular to the West line of said Northwest Quarter, a distance of 15.00 feet; thence Northerly and parallel to said West line, a distance of 426.51 feet; thence Westerly and perpendicular to said West line, a distance of 10.00 feet; thence Southerly and parallel to said West line, a distance of 337.93 feet; thence Westerly and perpendicular to said West line, a distance of 5.00 feet; thence Southerly and parallel to said West line, a distance of 88.58 feet to the point of beginning. The above described tract of land contains 4,708 square feet or 0.108 acres more or less.

AND

Permanent Utility Easement: A tract of land located in the Northwest Quarter of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas,

beginning at a point, said point being 431.64 feet North and 50.00 feet East of the Southwest corner of said Northwest Quarter; thence Easterly and perpendicular to the West line of said Northwest Quarter, a distance of 10.00 feet, thence Northerly and parallel to said West line, a distance of 524.93 feet; thence Westerly and perpendicular to the West line of said Northwest Quarter, a distance of 10.00 feet; thence Southerly and parallel to West line, a distance of 524.93 feet to the point of beginning. The above described tract of land contains 5,249 square feet or 0.120 acres more or less.

Section 2. That copies of said easements are attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of July, 1997.

Approved by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

ORD1678

Publication Fees: $32.00

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1678--7/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 23, 1997

Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$32.00

ORDINANCE NO. 1678

First published in The Legal Record, Tuesday, July 22, 1997.

ORDINANCE NO. 1678

AN ORDINANCE ACCEPTING A PERMANENT DRAINAGE EASEMENT AND TWO PERMANENT UTILITY EASEMENTS FROM SADDLE & SIRLOIN CLUB REQUIRED FOR THE IMPROVEMENT OF MISSION ROAD, 103RD STREET TO I-435 HIGHWAY.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood hereby accepts a permanent drainage easement and two (2) permanent utility easements from Saddle & Sirloin Club, along with the restrictions and reservations set forth therein, designated and described, to wit:

Permanent Drainage Easement: A tract of land located in the Northwest Quarter of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, beginning at a point, said point being 231.51 feet North and 45.00 feet East of the Southwest corner of said Northwest Quarter; thence Northerly and parallel to the West line of said Northwest Quarter, a distance of 13.12 feet; thence Easterly and perpendicular to said West line, a distance of 30.00 feet; thence Southerly and parallel to said West line, a distance of 13.12 feet; thence Westerly and perpendicular to said West line, a distance of 30.00 feet to the point of beginning. The above described tract of land contains 394 square feet or 0.009 acres more or less.

AND

Permanent Utility Easement: A tract of land located in the Northwest Quarter of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, beginning at a point, said point being 1402.77 feet North and 40.00 feet East of the Southwest corner of said Northwest Quarter; thence Easterly and perpendicular to the West line of said Northwest Quarter, a distance of 15.00 feet; thence Northerly and parallel to said West line, a distance of 426.51 feet; thence Westerly and perpendicular to said West line, a distance of 10.00 feet; thence Southerly and parallel to said West line, a distance of 337.93 feet; thence Westerly and perpendicular to said West line, a distance of 5.00 feet; thence Southerly and parallel to said West line, a distance of 88.58 feet to the point of beginning. The above described tract of land contains 4,708 square feet or 0.108 acres more or less.

AND

Permanent Utility Easement: A tract of land located in the Northwest Quarter of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, beginning at a point, said point being 431.64 feet North and 50.00 feet East of the Southwest corner of said Northwest Quarter; thence Easterly and perpendicular to the West line of said Northwest Quarter, a distance of 10.00 feet, thence Northerly and parallel to said West line, a distance of 524.93 feet; thence Westerly and perpendicular to the West line of said Northwest Quarter, a distance of 10.00 feet; thence Southerly and parallel to West line, a distance of 524.93 feet to the point of beginning. The above described tract of land contains 5,249 square feet or 0.120 acres more or less.

Section 2. That copies of said easements are attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of July, 1997.

Approved by the Mayor the 21st day of July, 1997.

(S E A L)

Peggy J. Dunn
Peggy J. Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R. S. Wetzler City Attorney

ORDINANCE NO. 1677 C

AN ORDINANCE REPEALING ARTICLE 5 OF CHAPTER 12 (PUBLIC PROPERTY) OF THE CODE OF THE CITY OF LEAWOOD RELATING TO THE LEAWOOD GOLF COURSE IMPACT FEE.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Repeal of Existing Article. That existing Article 5 of Chapter 12 of the Code of the City of Leawood entitled "Leawood Golf Course Impact Fee" is hereby repealed. (Prior law: Ord. No. 1338C)

Section 2. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 7th day of July, 1997.

Approved by the Mayor the 7th day of July, 1997.

SEAL

Peggy J. Dunn

Peggy J. Dunn, Mayor

Attest:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

2840734

ORDINANCE NO. 1677 C

AN ORDINANCE REPEALING ARTICLE 5 OF CHAPTER 12 (PUBLIC PROPERTY) OF THE CODE OF THE CITY OF LEAWOOD RELATING TO THE LEAWOOD GOLF COURSE IMPACT FEE.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Repeal of Existing Article. That existing Article 5 of Chapter 12 of the Code of the City of Leawood entitled "Leawood Golf Course Impact Fee" is hereby repealed. (Prior law: Ord. No. 1338C)

Section 2. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 7th day of July, 1997.

Approved by the Mayor the 7th day of July, 1997.

(S E A L)

STATE OF KANSAS]SS
COUNTY OF JOHNSON]
FILED FOR RECORD
1998 JUN -8 A 11:00 .0
SARA F. ULLMANN
REGISTER OF DEEDS

Peggy J. Dunn
Peggy J. Dunn, Mayor

Attest:

Martha Heizer
Martha Heizer, City Clerk

APPROVED FOR FORM:
R.S. Wetzler, City Attorney

CERTIFICATE

State of Kansas
County of Johnson
City of Leawood

I, Martha Heizer, City Clerk of the City of Leawood, Kansas, hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 1677C as the same appears in my office.

In testimony whereof, I have hereunto signed my name and affixed the seal of said city this 29th day of May, 1998.

(SEAL)

Martha Heizer

6.00 ck

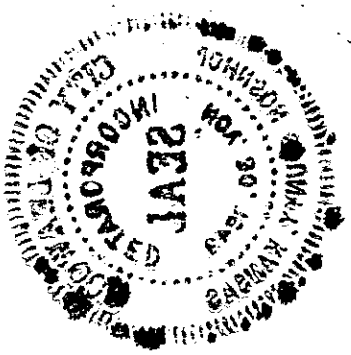
BOOK 5619 PAGE 784

RECEIVED

JUN 29 1998

CITY OF LEAWOOD

Ret- City of Leawood
4800 Town Center Dr.
Leawood, Ks. 66211



ORD1677C

Publication Fees: $12.91

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1677C--7/8/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 9, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

ORDINANCE NO. 1977 C

First published in The Legal Record, Tuesday, July 8, 1997.

ORDINANCE NO. 1677 C

AN ORDINANCE REPEALING ARTICLE 5 OF CHAPTER 12 (PUBLIC PROPERTY) OF THE CODE OF THE CITY OF LEAWOOD RELATING TO THE LEAWOOD GOLF COURSE IMPACT FEE.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Repeal of Existing Article. That existing Article 5 of Chapter 12 of the Code of the City of Leawood entitled "Leawood Golf Course Impact Fee" is hereby repealed. (Prior law: Ord. No. 1338C)

Section 2. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 7th day of July, 1997.

Approved by the Mayor the 7th day of July, 1997.

(S E A L)

Peggy J. Dunn, Mayor

Attest:

Martha Heizer, City Clerk

APPROVED FOR FORM:

B.S. Wetzler, City Attorney

$12.91

ORDINANCE NO. 1676

AN ORDINANCE AMENDING ARTICLE 6 (PROCESSING PROCEDURES) OF THE "LEAWOOD DEVELOPMENT ORDINANCE" AND ITS SUPPLEMENT KNOWN AS "AMENDMENT TO LEAWOOD DEVELOPMENT ORDINANCE", TO PROVIDE FOR PUBLIC HEARING PROCEDURE CHANGES; AND REPEALING EXISTING ARTICLE.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. "Leawood Development Ordinance" and it supplement known as "Amendment to Leawood Development Ordinance" Amended. That Article 6 (Comprised of Sections 6-1, 6-2, and 6-4 of the "Amendment to Leawood Development Ordinance" adopted by reference by Ordinance No. 1265, and Section 6-3 of the "Leawood Development Ordinance" adopted by reference by Ordinance No. 1189C) is hereby amended to read as follows:

ARTICLE 6. APPLICATION AND PROCEDURES

6-1 ZONING RECLASSIFICATION PROCEDURE (AN AMENDMENT TO THE ZONING DISTRICT MAP AS A PART OF THE LEAWOOD DEVELOPMENT ORDINANCE)

6-1.1 General Statement of Intent

The Governing Body finds that the reclassification of property is a sensitive and important function which, in the interest of maintaining uniform zoning policies and the integrity of the Master Development Plan, should only be exercised sparingly and under proper conditions. For this reason, and because the original zoning district boundaries under this ordinance are presumed to be correct and appropriate, it shall hereafter be the policy of the Governing Body to reclassify property only where a clear showing has been made that the proposed zoning fulfills the intent of the Master Development Plan.

The reclassification procedures outlined herein should not be confused with, or used in place of, the ordinance amendment process or the variance process. Thus, the Governing Body intends that reclassification of property should not be entertained where 1) an alleged hardship peculiar to the property is claimed, which is more properly the subject of a variance request, or 2) it is alleged that the ordinance provisions themselves as applied to similar properties are unreasonable, which is more properly the subject of an amendment proposal. In all cases, the burden shall be upon the person(s) seeking reclassification to demonstrate that the requested reclassification is more appropriate than the present classification, in light of the characteristics of the property and the public welfare.

6-1.2 Matters to be Considered When Considering a Rezoning Request

In considering any application for rezoning or special use permit, the Plan Commission and Governing Body may give consideration in their recommendation, to the following criteria that may be deemed applicable. Consideration may also be given to other factors which may be relevant to a specific rezoning or special use application.

A) The character of the neighborhood.
B) The zoning and uses of properties nearby.
C) The suitability of the subject property for the uses to which it has been restricted.

D) The extent to which removal of the restrictions will detrimentally affect nearby property.
E) The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application.
F) The recommendations of the permanent staff.
G) Conformance of the requested change to the adopted master plan of the City of Leawood.

6-1.3 Application Requirements
Applications for amendment, revision or change of the zoning district map or for a special use permit may be made by any person, or his agent, who owns the land sought to be rezoned or specially used. If such application is made by the owner's agent, or developer's agent, the agent shall enter upon the application the name and current mailing address of the owner and all persons involved in the application. Applications for amendment, revision or change of any portion of the Leawood Development Ordinance, may be initiated by the Governing Body or the Plan Commission. Said application shall be on forms supplied by the City accompanied by the requisite fee as established in Section 5-110, Revised Ordinances, City of Leawood.

6-2 PLANNED DISTRICT REQUIREMENTS AND PROCEDURE

6-2.1 Statement of Objectives
The zoning of land in Leawood to one of the planned districts shall be for the purpose of encouraging and requiring orderly development on a quality level generally equal to or exceeding that which prevails in the City of Leawood, but permitting deviations from normal and established development techniques. The use of planned zoning procedures is intended to encourage large scale development tracts, efficient development of small tracts, innovative and imaginative site planning, conservation of natural resources and minimum waste of land. The following are specific objectives of this section:
A) A proposal to rezone land to a planned district shall be subject to the same criteria relative to compliance with the City of Leawood Master Development Plan, land use policies, neighborhood compatibility, adequacy of streets and utilities and other elements, as is normal in this City's rezoning deliberations.
B) The submittal by the developer and the approval by the City of development plans represents a firm commitment by the developer that development will follow the approved plans in such areas as to concept, intensity of use, aesthetic levels and quantities of open space.
C) Deviations in yard requirements, setbacks and relationship between buildings as set out in "Standards of Development" in Section 6-2.3, may be approved by the Plan Commission and Governing Body if it is deemed that other amenities or conditions will be gained to the extent that an equal or higher quality of development will be produced.
D) Residential areas are to be planned and developed in a manner that will produce more usable open space, better recreational opportunities, safer and more attractive neighborhoods than under standard zoning and development techniques.
E) Commercial areas are to be planned and developed so as to result in attractive, viable and safe centers and clusters as opposed to strip patterns along thoroughfares. Control of vehicular access, circulation, architectural quality, landscaping and signs will be exercised to soften the impact on nearby residential neighborhoods, and to minimize adverse effects on the street system and other services of the community.

F) The developer will be given latitude in using innovative techniques in the development of land not feasible under application of standard zoning requirements.

G) Planned zoning shall not be used as a refuge from the standard requirements of the zoning district as to intensity of land use, amount of open space or other established development criteria.

H) Any building or portion thereof may be owned in condominium under K.S.A. 53-3101.

I) For purposes of this title the terms "shopping center," "business park," "office park," "industrial park," or other grouping of buildings shall mean developments that were planned as an integrated unit or cluster on property under unified control or ownership at the time the zoning was approved by the City. The sale, subdivision or other partition of the site after zoning approval does not exempt the project or any portion thereof from complying with development standards, architectural quality, sign concepts and other conditions that were committed at the time of rezoning.

J) All utilities shall be underground except that those power and telephone lines which, for engineering reasons, cannot reasonably or safely be placed underground may, upon written approval of the City Engineer, be constructed overhead.

6-2.2 Local Administrative Agency

The agency having the authority to administer the planned zoning procedure and implementation of projects in connection therewith shall be the Plan Commission together with the municipal staff assigned to assist said Commission.

6-2.3 Standards of Development

A) The maximum height of buildings and structures shall be as set out in the standard requirements of the applicable district.

B) The intensity of land use, the bulk of buildings, the concentration of population, the amount of open space, light and air shall be generally equal to that required in the standard requirements of the applicable district.

C) The density of residential dwelling units, the parking requirements and the performance standards shall be the same as in the standard requirements of the appropriate district.

D) The permitted uses shall be the same as those permitted in the standard requirements of the appropriate district, provided that limitations may be placed on the occupancy of certain premises, if such limitation is deemed essential to the health, safety or general welfare of the community.

E) As a condition of preliminary development plan approval, the Plan Commission or Governing Body may require that the developer provide for and establish an agency for the ownership and maintenance of any common open space and may require assurance of the financial and administrative ability of any such agency. Further, the Plan Commission or Governing Body may require that any such agency shall not be dissolved or permitted to dispose of any common open space by sale or otherwise (except to a new agency assuming all the duties and obligations of the original agency) without first offering to dedicate the same to the City or any other government agency. The City shall have those remedies specified in K.S.A. 12-728(c)(2), or amendments thereto, in the event any such agency fails to fulfill its obligations hereunder.

F) At the time of preliminary development plan approval, the applicant may propose, or the City may require, that a phasing plan be submitted setting forth the timing and sequencing of development among various types of uses or buildings in the development.

G) The Plan Commission and Governing Body may, in the process of approving preliminary and final plans, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with accepted land planning principles and must be clearly set out in the minutes as well as on exhibits in the record:

1) Setbacks of buildings and paved areas from a public street may be reduced to 75% of the standard requirement.
2) Setbacks of buildings excluding side yard setbacks for uses in RP-1 from a property line other than a public street may be reduced to 85% of the standard requirement and setbacks of paved areas adjacent to property lines, other than street lines, to zero if existing or proposed development on said adjacent land justifies the same.
3) Side yards between buildings may be reduced to zero when the Plan Commission and Governing Body have been assured that adequate open space for the project and between buildings has been established.
4) Setbacks of buildings and paved areas from a freeway right-of-way may be reduced to 5 feet.
5) Lot area and lot width may be reduced to 80% of the standard requirement. Any common open space resulting from the variance of such density standard shall be set aside for the use and benefit of the occupants of such development.
6) A portion of the parking area required under this title may remain unimproved until such time as the Governing Body deems it must be improved to serve parking demand adequately.
7) The foregoing deviations 1 through 5 may be granted by the Plan Commission and Governing Body only when compensating open space is provided elsewhere in the project, where there is ample evidence that said deviation will not adversely affect neighboring property, nor will it constitute the mere granting of a privilege.

H) The parking ratio for grouped commercial projects shall conform to Section 4-4 of this ordinance.

I) The design of all planned projects, whether residential, commercial or industrial shall be such that access and circulation by fire fighting equipment is assured and not retarded by steep grades, heavy landscaping or building spacing.

J) Reservation or dedication of land for public parks, playgrounds, school sites, open spaces and other public areas shall be provided in accordance with the standards and requirements set forth in the Master Development Plan, as amended, and in the ordinance related thereto.

1) All areas proposed to be reserved or dedicated shall be indicated on the development plan in accordance with Article 6-2.6 of this ordinance in order that it may be determined when, in what manner and under what circumstances and conditions such areas will be reserved or dedicated to the City or other appropriate public agency. The Plan Commission shall require that reserved or dedicated lands be of suitable size, location, dimension, topography and general character and shall have proper and adequate road and/or pedestrian access, as may be appropriate, for the particular purpose for which such land is intended to be used. Reserved or dedicated land shall be clearly indicated as such on the preliminary plan.
2) Reservation or dedication of land may be required by the City as a condition of development plan approval, or, the developer may voluntarily offer land to the City for reservation or dedication. Notwithstanding the above, park impact fees may be due at final plat approval for residential development or at building permit issuance for nonresidential development pursuant to Ordinance No. 985C.
3) The Plan Commission shall, during development plan review, determine whether the land proposed to be reserved or dedicated is for parkland or open space and, if so, whether such

land is of a size, location, dimension, topography and general character so as to be suitable for such purposes and consistent with the Park and Recreation element of the Master Development Plan. The Plan Commission may, at its discretion and in accordance with the Master Development Plan, grant compensating density in exchange for all or a portion of land dedicated pursuant to this provision in order to achieve a balanced project and a fair and equitable result.

4) In its approval of a development plan which proposes reservation or dedication, the Plan Commission may impose such conditions as deemed necessary to ensure that the purposes and intent of this section are satisfied.
5) The final plan of a tract including reservation or dedication of land shall be consistent with the approved development plan and shall incorporate all conditions and requirements imposed by the Plan Commission.
6) A final plan that has been approved by the Plan Commission and which shows dedication of land shall be submitted to the Governing Body for acceptance of the proposed dedication. No dedications shall be deemed approved without express action of the Governing Body in the form of a written "Acceptance of Dedication." Failure of the Governing Body to execute an Acceptance of Dedication shall be deemed to be a refusal of the proposed dedication. A final plan which shows a dedication which has not been accepted by the Governing Body shall not be dated or endorsed by the Plan Commission.
7) If the Governing Body refuses to accept the dedication, the final plan shall be returned to the applicant for resubmission to the Plan Commission with appropriate changes to indicate the use of the portion of the property originally proposed to be dedicated.

K) At the time of final development plan approval, the Plan Commission may apply the provisions of the subdivision regulations to the planned development and, upon the acceptance of the Governing Body, the filing of the final development plan with the Register of Deeds shall constitute the effective dedication of easements, rights-of-way, access control and the equivalent of or alternate for the platting of land prior to the issuance of building permits for the planned development. Rule exceptions to the standards set forth in the subdivision regulations may be granted at the time of such final development plan approval under the same conditions applicable to plat approvals.

6-2.4 Rezoning Property to a Planned District/Preliminary Plan Approval

A tract of land may be zoned RP-A5 through PI inclusive, only upon application by the owner or his agent, and only upon approval of a preliminary development plan. The proponents of a planned district shall prepare and submit to the Planning Department 10 copies of a preliminary development plan depicting:

A) The property to be included in the proposed development, plus the area within 200 feet thereof.

B) The following items shall be included on the property to be developed:

1) Existing topography with contours at 5 foot intervals, and delineating any land areas subject to 100 year flood.

2) Proposed location of buildings and other structures, parking areas, drives, walks, screening, drainage patterns, public streets, fences and walls, and any existing or proposed easements.

3) Sufficient dimensions to indicate relationship between buildings, property lines, parking areas, and other elements of the plan.

4) General extent and character of proposed landscaping.

5) All areas proposed to be reserved or dedicated for public parks, playgrounds, school sites, open spaces or other public areas.

C) The following items shall be shown on the same drawing within the 200 foot adjacent area:

1) Any public streets which are of record.

2) Any drives which exist or which are proposed to the degree that they appear on plans on file with the City except those serving single-family houses.

3) Any buildings which exist or are proposed to the degree that their location and size are shown on plans on file with the City. Single and two-family residential buildings may be shown in approximate location and general size and shape.

4) The location and size of any drainage structure, such as culverts, paved or earthen ditches or storm sewers and inlets.

D) Preliminary sketches shall be submitted depicting the general style, size, color and exterior construction materials of the buildings proposed. In the event of several buildings, a typical sketch may be submitted. When several building types, such as apartments and business buildings are proposed on the plan, a separate sketch shall be prepared for each type. Such sketches shall include elevation drawings, but detailed drawings and perspectives are not required.

E) A schedule shall be included indicating total floor area, dwelling units, land area, parking spaces required and provided and other quantities relative to the submitted plan in order that compliance with requirements of this ordinance can be determined.

F) In the case of an application for rezoning of land for use which may, in the opinion of the Commission or Governing Body, substantially change traffic patterns, or create traffic congestion, either body may, by motion, require that the applicant procure the services of a competent professional traffic engineer for the purpose of preparing a traffic study. Such traffic study shall show how the traffic generated by the proposed development will be handled on the site in an orderly and efficient manner, and how vehicular ingress and egress from the site onto public streets will function.

G) In the case where a plan calls for development over a period of years, a schedule showing the proposed time and sequence within which the applications for final approval of all sections of the planned development are to be filed.

The Plan Commission shall hold a public hearing on the plan as provided here in. At such time as the development as planned meets with the approval of the Commission, the same shall be duly approved, properly endorsed and identified and sent on to the Governing Body for action.

6-2.5 Final Development Plan Approval

A) Upon preliminary plan approval and rezoning of the property, final plans shall be submitted to the Plan Commission and approved as to compliance with the preliminary development plan prior to the issuance of a building permit. Upon approval by the Plan Commission construction may proceed in conformance with the approved final development plan and city building codes and other permanent ordinances.

B) Building materials samples shall be provided at final development plan submission for Plan Commission approval.

C) The final plans submitted shall include construction drawings of all building elevations, grading, floor plans, site plan, drainage, a landscape and screening plan showing species and size of all plant material, areas to be sodded, etc., all to be in keeping with the development plan as approved. The final plans submitted shall show all areas proposed to be reserved or dedicated for

public parks, playgrounds, school sites, open spaces or other public areas in conformance with the approved development plan. In addition thereto, the applicant shall include a legal document evidencing such dedication, signed by the property owner and containing a legal description of the land proposed to be dedicated. If, in the judgment of the Commission, the concept of development, as depicted on the final plans, deviates substantially from the concept of the development plan submitted for zoning, the Commission shall deny the request for final plan approval. The applicant may choose to re-file the application as a new preliminary site plan. A final development plan shall be deemed to be in substantial compliance with the approved preliminary plan provided any modification does not:

1) Vary the proposed gross residential density or intensity of use by more than 5%;
2) Reduce the area set aside for common open space, or substantially relocates such area;
3) Increase by more than 10% the floor area proposed for nonresidential use;
4) Increase by more than 5% the total ground area covered by buildings nor involves a substantial change in the height of the buildings;
5) Involve changes in ownership patterns or stages of construction that will lead to a different development concept, less architectural harmony or quality or impose substantially greater loads on streets and neighborhood facilities.

The burden shall be upon the landowner to show the approving authority good cause for any variation between the plan as tentatively approved and the plan as submitted for final approval.

D) In the event the final development plan is not in substantial compliance with the approved preliminary plan, a new public hearing shall be required for consideration of the plan. In the event a public hearing is not required for final approval and the application for final approval has been filed, together with all drawings, specifications and other documents in support thereof, the approving authority shall grant final approval of the plan within 45 days of such filing. Provided, however, that in the event the plan as submitted contains variations from the plan given tentative approval but remains in substantial compliance with the plan as submitted for tentative approval, the Plan Commission may, after meeting with the landowner, refuse to grant final approval and shall within 45 days from the filing of the application for final approval so advise the landowner in writing of said refusal, setting forth in said notice the reasons why one or more of said variations are not in the public interest. The landowner may either treat the refusal as a denial of final approval and resubmit said final plan in accordance with the request of the Plan Commission, or may notify the Plan Commission within 45 days of notice of the date of refusal of the landowner's determination to appeal the decision of the Plan Commission. In the event such an appeal is filed, the Plan Commission shall schedule a public hearing, giving such notice as is required for preliminary approval. After a public hearing by the Plan Commission and in the event the landowner is not in agreement with the decision of the Plan Commission, the landowner may request within 30 days that the application for final approval be submitted to the Governing Body for final decision. Any reason for disapproval of the final development plan by either the Plan Commission or the Governing Body shall be set forth in full.

6-2.6 Required Finding

Prior to the establishment of the zoning map of any planned zoning district authorizing a planned development as provided herein, the Governing Body shall find that such development is in general conformity with the provisions of the Master Development Plan and that the development will not have a substantially adverse effect on the development of the neighboring area.

6-2.7 Termination of Final Development Plan

In the event the landowner shall fail to begin construction of the planned development within 18 months after final approval has been granted, such final approval shall terminate and the plan shall be deemed null and void unless such time period is extended by the Plan Commission upon written application by the landowner. Whenever a final plan or section thereof has been terminated as provided in this section, no development shall take place on the property until a new final development plan has been approved.

6-2.8 Vesting of Development Rights

For the purpose of single-family residential developments, development rights in such land shall vest upon recording of a plat of such land. If construction is not commenced on such land within 5 years of recording a plat, the development rights in such shall expire. For all purposes other than single-family developments, the right to use land for a particular purpose shall vest upon the issuance of all permits required for such use by a city or county and construction has begun and substantial amounts of work has been completed under a validly issued permit.

6-3 NOTICE AND public HEARING REQUIREMENTS

Applications for:

- Rezoning
- Special Use Permit
- Preliminary Development Plans
- Revised Preliminary Development Plans

shall be set for public hearing by the Plan Commission following receipt of the application and compliance with the publication requirements of this ordinance. Any such hearing may, for good cause, in the discretion of the Plan Commission be continued for a definite time to be specified in the record of the Plan Commission. Nothing in this section 6-3 shall be construed as limiting notice and public hearing requirements set forth in other provisions of this ordinance including, without limitations, Section 3-12(O), 6-2.5D, 6-3.8 and 9-2.1C.

6-3.1 Notice Procedure

Notice of such hearing shall be published in one issue of the Official City Newspaper, such notice to be published not less than 20 days prior to the date of said hearing before the Plan Commission. Such notice shall fix the time and place for such hearing and shall describe such proposal in general terms. In addition to such publication notice, the applicant shall be responsible for mailing notices of such proposed change to all the owners of lands located within 200 feet of the area proposed to be altered, at least 20 days prior to the hearing, thus providing an opportunity to all interested parties to be heard. The 200 feet is to include public streets and rights-of-way and is measured from the outermost boundary of the property to be rezoned. Any property only partly within the 200 foot area must receive notice. Such mailed notice shall be given by certified mail, return receipt requested, and shall be in the form of a letter explaining the proposed change. Such notice shall contain a statement that a legal description is available and state where available. Such mailed notices shall be addressed to the owners of land and not to occupants of such land. Failure to receive such notice shall not invalidate any subsequent action taken. Such notice is sufficient to permit the Plan Commission to recommend amendment to zoning regulations which affect only a portion of the land described in the notice.

6-3.2 Proof of Ownership
Upon request the applicant shall furnish proof acceptable to the City that he is the owner or has an option to purchase or is under contract to purchase the land described in the application.

6-3.3 Sign Announcing Pending Action
A) Each applicant for rezoning and each applicant for a special use permit shall, not later than 20 days prior to the date of the hearing scheduled before the Plan Commission, place a sign upon the lot, tract or parcel of land for which the application was filed. The sign shall be furnished by the City to the applicant; and the applicant shall firmly affix and attach the sign to a wood or metal backing or frame and place the sign as hereinafter set forth.
Unauthorized removal, defacing, or destruction of this sign is punishable upon conviction by fine not exceeding $100.00 and/or not more than 30 days imprisonment.
B) Maintenance of Sign - Affidavit. The sign shall be maintained and kept in place by the applicant until the conclusion of the public hearing before the Plan Commission or until withdrawal of the application, at which time the sign may be removed by the applicant; but in any event, the sign shall be removed by the applicant after final action on the application. The applicant shall file an affidavit at the time of the public hearing before the Plan Commission that the sign was placed and maintained to the hearing date as required by this ordinance. No application shall be heard by the Plan Commission or the Governing Body unless such affidavit has been filed.
C) Placement of Sign. The bottom of the sign shall be a minimum of 2 feet above the ground. The sign shall be placed 5 feet behind the street right-of-way line, in a central position on such lot, tract or parcel of land and shall have no visual obstructions from the street. If the lot, tract or parcel of land has more than 1 abutting street 1 sign shall be displayed facing each street frontage.
D) Defacing or Destroying Sign-Penalty. It is a public offense for any person to remove, deface or destroy any sign provided for by this ordinance. Any person, upon conviction thereof, shall be punished as provided by law.

6-3.4 Approval or Denial of Change
Following the final hearing of such application, the Plan Commission shall by a vote of the majority of the members, present and voting, recommend approval or denial of the amendment to the Governing Body. If the Plan Commission fails to make a recommendation on a rezoning request, the Plan Commission shall be deemed to have made a recommendation of disapproval. The Plan Commission shall transmit an accurate written summary of the proceedings to the City Clerk.

In the case of denial of an application by the Plan Commission or Governing Body, the applicant must wait a period of 6 months before reapplying for a zoning change.

6-3.5 Continuance of Development Plan
Applicants may request the continuance of an application to a specific date. A maximum of three continuances are allowed. After that time, the Plan Commission shall remove the case from the agenda. Once removed the applicant may re-file a new application at any time.

6-3.6 Submission of Plan Commission Action to Governing Body
Following the end of the 14 day protest period, at the next regularly scheduled Governing Body meeting following the receipt of the summary of the action of the Plan Commission, the City Clerk

shall submit the same to the Governing Body for action approving or disapproving the recommendation of the Plan Commission. The Governing Body may for good cause continue its action upon such application or take the same under advisement for final decision at a later date; and in any case the record shall show the reason for such continuance or withholding of action. The Governing Body also may, if deemed advisable for the best interest of the public and applicant, refer such application back to the Plan Commission, for further consideration and may direct that a public hearing be held upon publication notice of the time, place and purpose of such hearing and notification as required by Section 6-3.1 of this ordinance. The applicant shall not be required to pay an additional filing fee in such rehearing proceedings as herein provided.

6-3.7 Lesser Change Than Requested

A) The Plan Commission may recommend a change to a zoning district which is more restrictive than that requested by the applicant, provided such change is in keeping with the following:

1) Residential Districts:
   - AG Agriculture - Most Restrictive
   - RP-A5 Planned Rural Density Single Family Residential
   - RP-A Planned Large Lot Single Family Residential
   - R-1 Single-Family Residential
   - RP-1 Planned Single-Family Residential
   - RP-2 Two-Family Residential
   - RP-4 Cluster Dwelling House
   - RP-3 Garden Apartment District - Least Restrictive
2) Business Districts:
   - CP-0 Office Building District - Most Restrictive
   - CP-1 Restricted Business District
   - CP-2 General Business District - Least Restrictive

B) Equal or more restrictive change. The Plan Commission may recommend and the Governing Body may adopt a change in zoning which is more restrictive than the one requested, provided the more restrictive district is in the same R, or C category for which the change was requested.

6-3.8 Action by Plan Commission

Recommendations for amendment, revision, change or repeal of the Leawood Development Ordinance, zoning district map, rules or regulations, may also be made by the Plan Commission upon its own motion or by the Governing Body, provided that public hearing requirements have been satisfied. In no case shall final action by the Governing Body be taken until hearing and recommendation by the Plan Commission have been provided.

6-3.9 Protest Against Change

If, however, a protest against such amendment, supplement, change or special use permit is filed in the office of the City Clerk within 14 days after the date of the conclusion of the hearing pursuant to the publication notice, duly signed by the owners of 20% or more of any real property proposed to be rezoned or specially used, or by the owners of 20% of the total area, excepting public streets or ways, located within or without the corporate limits of the City and located within 200 feet of the boundaries of the property proposed to be rezoned or specially used, such

amendment shall not be passed except by at least 3/4's vote of all the members of the Governing Body. All signatures on said protest petition must be verified by one of the signers as to the genuineness and correctness of the signatures thereon.

Section 2. Repeal of Existing Article. That existing Article 6 (Comprised of sections/as specified in Section 1 of this ordinance) is hereby repealed.

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 7th day of July, 1997.

Approved by the Mayor the 7th day of July, 1997.

(SEAL)

Peggy J. Dunn

Peggy J. Dunn Mayor

Attest:

Martha Heizer

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

ORD1676

Publication Fees: $182.71

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1676--7/8/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 9, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$182.71

ORDINANCE NO. 1676

First published in The Legal Record, Tuesday, July 8, 1997.

ORDINANCE NO. 1676

AN ORDINANCE AMENDING ARTICLE 6 (PROCESSING PROCEDURES) OF THE "LEAWOOD DEVELOPMENT ORDINANCE" AND ITS SUPPLEMENT KNOWN AS "AMENDMENT TO LEAWOOD DEVELOPMENT ORDINANCE", TO PROVIDE FOR PUBLIC HEARING PROCEDURE CHANGES; AND REPEALING EXISTING ARTICLE.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. "Leawood Development Ordinance" and it supplement known as "Amendment to Leawood Development Ordinance" Amended. That Article 6 (Comprised of Sections 6-1, 6-2, and 6-4 of the "Amendment to Leawood Development Ordinance" adopted by reference by Ordinance No. 1265, and Section 6-3 of the "Leawood Development Ordinance" adopted by reference by Ordinance No. 1189C) is hereby amended to read as follows:

ARTICLE 6. APPLICATION AND PROCEDURES

6-1 ZONING RECLASSIFICATION PROCEDURE (AN AMENDMENT TO THE ZONING DISTRICT MAP AS A PART OF THE LEAWOOD DEVELOPMENT ORDINANCE)

6-1.1 General Statement of Intent

The Governing Body finds that the reclassification of property is a sensitive and important function which, in the interest of maintaining uniform zoning policies and the integrity of the Master Development Plan, should only be exercised sparingly and under proper conditions. For this reason, and because the original zoning district boundaries under this ordinance are presumed to be correct and appropriate, it shall hereafter be the policy of the Governing Body to reclassify property only where a clear showing has been made that the proposed zoning fulfills the intent of the Master Development Plan.

The reclassification procedures outlined herein should not be confused with, or used in place of, the ordinance amendment process or the variance process. Thus, the Governing Body intends that reclassification of property should not be entertained where 1) an alleged hardship peculiar to the property is claimed, which is more properly the subject of a variance request, or 2) it is alleged that the ordinance provisions themselves as applied to similar properties are unreasonable, which is more properly the subject of an amendment proposal. In all cases, the burden shall be upon the person(s) seeking reclassification to demonstrate that the requested reclassification is more appropriate than the present classification, in light of the characteristics of the property and the public welfare.

6-1.2 Matters to be Considered When Considering a Rezoning Request

In considering any application for rezoning or special use permit, the Plan Commission and Governing Body may give consideration in their recommendation, to the following criteria that may be deemed applicable. Consideration may also be given to other factors which may be relevant to a specific rezoning or special use application.

A) The character of the neighborhood.

B) The zoning and uses of properties nearby.

C) The suitability of the subject property for the uses to which it has been restricted.

D) The extent to which removal of the restrictions will detrimentally affect nearby property.

E) The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application.

F) The recommendations of the permanent staff.

G) Conformance of the requested change to the adopted master plan of the City of Leawood.

6-1.3 Application Requirements

Applications for amendment, revision or change of the zoning district map or for a special use permit may be made by any person, or his agent, who owns the land sought to be rezoned or specially used. If such application is made by the owner's agent, or developer's agent, the agent shall enter upon the application the name and current mailing address of the owner and all persons involved in the application. Applications for amendment, revision or change of any portion of the Leawood Development Ordinance, may be initiated by the Governing Body or the Plan Commission. Said application shall be on forms supplied by the City accompanied by the requisite fee as established in Section 5-110, Revised Ordinances, City of Leawood.

6-2 PLANNED DISTRICT REQUIREMENTS AND PROCEDURE

6-2.1 Statement of Objectives

The zoning of land in Leawood to one of the planned districts shall be for the purpose of encouraging and requiring orderly development on a quality level generally equal to or exceeding that which prevails in the City of Leawood, but permitting deviations from normal and established development techniques. The use of planned zoning procedures is intended to encourage large scale development tracts, efficient development of small tracts, innovative and imaginative site planning, conservation of natural resources and minimum waste of land. The following are specific objectives of this section:

A) A proposal to rezone land to a planned district shall be subject to the same criteria relative to compliance with the City of Leawood Master Development Plan, land use policies, neighborhood compatibility, adequacy of streets and utilities and other elements, as is normal in this City's rezoning deliberations.

B) The submittal by the developer and the approval by the City of development plans represents a firm commitment by the developer that development will follow the approved plans in such areas as to concept, intensity of use, aesthetic levels and quantities of open space.

C) Deviations in yard requirements, setbacks and relationship between buildings as set out in "Standards of Development" in Section 6-2.3, may be approved by the Plan Commission and Governing Body if it is deemed that other amenities or conditions will be gained to the extent that an equal or higher quality of development will be produced.

D) Residential areas are to be planned and developed in a manner that will produce more usable open space, better recreational opportunities, safer and more attractive neighborhoods than under standard zoning and development techniques.

E) Commercial areas are to be planned and developed so as to result in attractive, viable and safe centers and clusters as opposed to strip patterns along thoroughfares. Control of vehicular access, circulation, architectural quality, landscaping and signs will be exercised to soften the impact on nearby residential neighborhoods, and to minimize adverse effects on the street system and other services of the community.

F) The developer will be given latitude in using innovative techniques in the development of land not feasible under application of standard zoning requirements.

G) Planned zoning shall not be used as a refuge from the standard requirements of the zoning district as to intensity of land use, amount of open space or other established development criteria.

H) Any building or portion thereof may be owned in condominium under K.S.A. 53-3101.

I) For purposes of this title the terms "shopping center," "business park," "office park," "industrial park," or other grouping of buildings shall mean developments that were planned as an integrated unit or cluster on property under unified control or ownership at the time the zoning was approved by the City. The sale, subdivision or other partition of the site after zoning approval does not exempt the project or any portion thereof from complying with development standards, architectural quality, sign concepts and other conditions that were committed at the time of rezoning.

J) All utilities shall be underground except that those power and telephone lines which, for engineering reasons, cannot reasonably or safely be placed underground may, upon written approval of the City Engineer, be constructed overhead.

6-2.2 Local Administrative Agency

The agency having the authority to administer the planned zoning procedure and implementation of projects in connection therewith shall be the Plan Commission together with the municipal staff assigned to assist said Commission.

6-2.3 Standards of Development

A) The maximum height of buildings and structures shall be as set out in the standard requirements of the applicable district.

B) The intensity of land use, the bulk of buildings, the concentration of population, the amount of open space, light and air shall be generally equal to that required in the standard requirements of the applicable district.

C) The density of residential dwelling units, the parking requirements and the performance standards shall be the same as in the standard requirements of the appropriate district.

D) The permitted uses shall be the same as those permitted in the standard requirements of the appropriate district, provided that limitations may be placed on the occupancy of certain premises, if such limitation is deemed essential to the health, safety or general welfare of the community.

E) As a condition of preliminary development plan approval, the Plan Commission or Governing Body may require that the developer provide for and establish an agency for the ownership and maintenance of any common open space and may require assurance of the financial and administrative ability of any such agency. Further, the Plan Commission or Governing Body may require that any such agency shall not be dissolved or permitted to dispose of any common open space by sale or otherwise (except to a new agency assuming all the duties and obligations of the original agency) without first offering to dedicate the same to the City or any other government agency. The City shall have those remedies specified in K.S.A. 12-728(c)(2), or amendments thereto, in the event any such agency fails to fulfill its obligations hereunder.

F) At the time of preliminary development plan approval, the applicant may propose, or the City may require, that a phasing plan be submitted setting forth the timing and sequencing of development among various types of uses or buildings in the development.

G) The Plan Commission and Governing Body may, in the process of approving preliminary and final plans, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with accepted land planning principles and must be clearly set out in the minutes as well as on exhibits in the record:

1) Setbacks of buildings and paved areas from a public street may be reduced to 75% of the standard requirement.
2) Setbacks of buildings excluding side yard setbacks for uses in RP-1 from a property line other than a public street may be reduced to 85% of the standard requirement and setbacks of paved areas adjacent to property lines, other than street lines, to zero if existing or proposed development on said adjacent land justifies the same.
3) Side yards between buildings may be reduced to zero when the Plan Commission and Governing Body have been assured that adequate open space for the project and between buildings has been established.
4) Setbacks of buildings and paved areas from a freeway right-of-way may be reduced to 5 feet.
5) Lot area and lot width may be reduced to 80% of the standard requirement. Any common open space resulting from the variance of such density standard shall be set aside for the use and benefit of the occupants of such development.
6) A portion of the parking area required under this title may remain unimproved until such time as the Governing Body deems it must be improved to serve parking demand adequately.
7) The foregoing deviations 1 through 5 may be granted by the Plan Commission and Governing Body only when compensating open space is provided elsewhere in the project, where there is ample evidence that said deviation will not adversely affect neighboring property, nor will it constitute the mere granting of a privilege.

H) The parking ratio for grouped commercial projects shall conform to Section 4-4 of this ordinance.

I) The design of all planned projects, whether residential, commercial or industrial shall be such that access and circulation by fire fighting equipment is assured and not retarded by steep grades, heavy landscaping or building spacing.

J) Reservation or dedication of land for public parks, playgrounds, school sites, open spaces and other public areas shall be provided in accordance with the standards and requirements set forth in the Master Development Plan, as amended, and in the ordinance related thereto.

1) All areas proposed to be reserved or dedicated shall be indicated on the development plan in accordance with Article 6-2.6 of this ordinance in order that it may be determined when, in what manner and under what circumstances and conditions such areas will be reserved or dedicated to the City or other appropriate public agency. The Plan Commission shall require that reserved or dedicated lands be of suitable size, location, dimension, topography and general character and shall have proper and adequate road and/or pedestrian access, as may be appropriate, for the particular purpose for which such land is intended to be used. Reserved or dedicated land shall be clearly indicated as such on the preliminary plan.
2) Reservation or dedication of land may be required by the City as a condition of development plan approval, ~~or, the developer may voluntarily offer land to the City~~ for reservation or dedication. Notwithstanding the above, park impact fees may be due at final plat approval for residential development or at building permit issuance for nonresidential development pursuant to Ordinance No. 985C.
3) The Plan Commission shall, during development plan review, determine whether the land proposed to be reserved or dedicated is for parkland or open space and, if so, whether such

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land is of a size, location, dimension, topography and general character so as to be suitable for such purposes and consistent with the Park and Recreation element of the Master Development Plan. The Plan Commission may, at its discretion and in accordance with the Master Development Plan, grant compensating density in exchange for all or a portion of land dedicated pursuant to this provision in order to achieve a balanced project and a fair and equitable result.

4) In its approval of a development plan which proposes reservation or dedication, the Plan Commission may impose such conditions as deemed necessary to ensure that the purposes and intent of this section are satisfied.

5) The final plan of a tract including reservation or dedication of land shall be consistent with the approved development plan and shall incorporate all conditions and requirements imposed by the Plan Commission.

6) A final plan that has been approved by the Plan Commission and which shows dedication of land shall be submitted to the Governing Body for acceptance of the proposed dedication. No dedications shall be deemed approved without express action of the Governing Body in the form of a written "Acceptance of Dedication." Failure of the Governing Body to execute an Acceptance of Dedication shall be deemed to be a refusal of the proposed dedication. A final plan which shows a dedication which has not been accepted by the Governing Body shall not be dated or endorsed by the Plan Commission.

7) If the Governing Body refuses to accept the dedication, the final plan shall be returned to the applicant for resubmission to the Plan Commission with appropriate changes to indicate the use of the portion of the property originally proposed to be dedicated.

K) At the time of final development plan approval, the Plan Commission may apply the provisions of the subdivision regulations to the planned development and, upon the acceptance of the Governing Body, the filing of the final development plan with the Register of Deeds shall constitute the effective dedication of easements, rights-of-way, access control and the equivalent of or alternate for the platting of land prior to the issuance of building permits for the planned development. Rule exceptions to the standards set forth in the subdivision regulations may be granted at the time of such final development plan approval under the same conditions applicable to plat approvals.

6-2.4 Rezoning Property to a Planned District/Preliminary Plan Approval

A tract of land may be zoned RP-A5 through PI inclusive, only upon application by the owner or his agent, and only upon approval of a preliminary development plan. The proponents of a planned district shall prepare and submit to the Planning Department 10 copies of a preliminary development plan depicting:

A) The property to be included in the proposed development, plus the area within 200 feet thereof

B) The following items shall be included on the property to be developed:

1) Existing topography with contours at 5 foot intervals, and delineating any land areas subject to 100 year flood.

2) Proposed location of buildings and other structures, parking areas, drives, walks, screening, drainage patterns, public streets, fences and walls, and any existing or proposed easements.

3) Sufficient dimensions to indicate relationship between buildings, property lines, parking areas, and other elements of the plan.

4) General extent and character of proposed landscaping.

5) All areas proposed to be reserved or dedicated for public parks, playgrounds, school sites, open spaces or other public areas.

C) The following items shall be shown on the same drawing within the 200 foot adjacent area:

1) Any public streets which are of record.

2) Any drives which exist or which are proposed to the degree that they appear on plans on file with the City except those serving single-family houses.

3) Any buildings which exist or are proposed to the degree that their location and size are shown on plans on file with the City. Single and two-family residential buildings may be shown in approximate location and general size and shape.

4) The location and size of any drainage structure, such as culverts, paved or earthen ditches or storm sewers and inlets.

D) Preliminary sketches shall be submitted depicting the general style, size, color and exterior construction materials of the buildings proposed. In the event of several buildings, a typical sketch may be submitted. When several building types, such as apartments and business buildings are proposed on the plan, a separate sketch shall be prepared for each type. Such sketches shall include elevation drawings, but detailed drawings and perspectives are not required.

E) A schedule shall be included indicating total floor area, dwelling units, land area, parking spaces required and provided and other quantities relative to the submitted plan in order that compliance with requirements of this ordinance can be determined.

F) In the case of an application for rezoning of land for use which may, in the opinion of the Commission or Governing Body, substantially change traffic patterns, or create traffic congestion, either body may, by motion, require that the applicant procure the services of a competent professional traffic engineer for the purpose of preparing a traffic study. Such traffic study shall show how the traffic generated by the proposed development will be handled on the site in an orderly and efficient manner, and how vehicular ingress and egress from the site onto public streets will function.

G) In the case where a plan calls for development over a period of years, a schedule showing the proposed time and sequence within which the applications for final approval of all sections of the planned development are to be filed.

The Plan Commission shall hold a public hearing on the plan as provided here in. At such time as the development as planned meets with the approval of the Commission, the same shall be duly approved, properly endorsed and identified and sent on to the Governing Body for action.

6-2.5 Final Development Plan Approval

A) Upon preliminary plan approval and rezoning of the property, final plans shall be submitted to the Plan Commission and approved as to compliance with the preliminary development plan prior to the issuance of a building permit. Upon approval by the Plan Commission construction may proceed in conformance with the approved final development plan and city building codes and other permanent ordinances.

B) Building materials samples shall be provided at final development plan submission for Plan Commission approval.

C) The final plans submitted shall include construction drawings of all building elevations, grading, floor plans, site plan, drainage, a landscape and screening plan showing species and size of all plant material, areas to be sodded, etc., all to be in keeping with the development plan as approved. The final plans submitted shall show all areas proposed to be reserved or dedicated for public parks, playgrounds, school sites, open spaces or other public areas in conformance with approved development plan. In addition thereto, the applicant shall include a legal document evidencing such dedication, signed by the property owner and containing a legal description of land proposed to be dedicated. If, in the judgment of the Commission, the concept of development, as depicted on the final plans, deviates substantially from the concept of the development plan submitted for zoning, the Commission shall deny the request for final plan approval. The applicant may choose to re-file the application as a new preliminary site plan. A final development plan shall be deemed to be in substantial compliance with the approved preliminary plan provided any modification does not:

1) Vary the proposed gross residential density or intensity of use by more than 5%;

2) Reduce the area set aside for common open space, or substantially relocates such are

3) Increase by more than 10% the floor area proposed for nonresidential use;

4) Increase by more than 5% the total ground area covered by buildings nor involves a substantial change in the height of the buildings;

5) Involve changes in ownership patterns or stages of construction that will lead to a diffe development concept, less architectural harmony or quality or impose substantially gre loads on streets and neighborhood facilities.

The burden shall be upon the landowner to show the approving authority good cause for any variation between the plan as tentatively approved and the plan as submitted for final approval

D) In the event the final development plan is not in substantial compliance with the approv preliminary plan, a new public hearing shall be required for consideration of the plan. In the ev a public hearing is not required for final approval and the application for final approval has bee filed, together with all drawings, specifications and other documents in support thereof, the approving authority shall grant final approval of the plan within 45 days of such filing. Provided however, that in the event the plan as submitted contains variations from the plan given tentati approval but remains in substantial compliance with the plan as submitted for tentative approv the Plan Commission may, after meeting with the landowner, refuse to grant final approval and shall within 45 days from the filing of the application for final approval so advise the landowner writing of said refusal, setting forth in said notice the reasons why one or more of said variation are not in the public interest. The landowner may either treat the refusal as a denial of final approval and resubmit said final plan in accordance with the request of the Plan Commission, may notify the Plan Commission within 45 days of notice of the date of refusal of the landowne determination to appeal the decision of the Plan Commission. In the event such an appeal is f the Plan Commission shall schedule a public hearing, giving such notice as is required for preliminary approval. After a public hearing by the Plan Commission and in the event the landowner is not in agreement with the decision of the Plan Commission, the landowner may request within 30 days that the application for final approval be submitted to the Governing Bod for final decision. Any reason for disapproval of the final development plan by either the Plan Commission or the Governing Body shall be set forth in full.

6-2.6 Required Finding

Prior to the establishment of the zoning map of any planned zoning district authorizing a planne development as provided herein, the Governing Body shall find that such development is in general conformity with the provisions of the Master Development Plan and that the developme will not have a substantially adverse effect on the development of the neighboring area.

6-2.7 Termination of Final Development Plan

In the event the landowner shall fail to begin construction of the planned development within 1 months after final approval has been granted, such final approval shall terminate and the plan be deemed null and void unless such time period is extended by the Plan Commission upon written application by the landowner. Whenever a final plan or section thereof has been terminated as provided in this section, no development shall take place on the property until a n final development plan has been approved.

6-2.8 Vesting of Development Rights

For the purpose of single-family residential developments, development rights in such land shal vest upon recording of a plat of such land. If construction is not commenced on such land withi years of recording a plat, the development rights in such shall expire. For all purposes other th single-family developments, the right to use land for a particular purpose shall vest upon the issuance of all permits required for such use by a city or county and construction has begun an substantial amounts of work has been completed under a validly issued permit.

6-3 NOTICE AND public HEARING REQUIREMENTS

Applications for:

- Rezoning
- Special Use Permit
- Preliminary Development Plans
- Revised Preliminary Development Plans

shall be set for public hearing by the Plan Commission following receipt of the application and compliance with the publication requirements of this ordinance. Any such hearing may, for goo cause, in the discretion of the Plan Commission be continued for a definite time to be specified the record of the Plan Commission. Nothing in this section 6-3 shall be construed as limiting notice and public hearing requirements set forth in other provisions of this ordinance including, without limitations, Section 3-12(O), 6-2.5D, 6-3.8 and 9-2.1C.

6-3.1 Notice Procedure

Notice of such hearing shall be published in one issue of the Official City Newspaper, such not to be published not less than 20 days prior to the date of said hearing before the Plan Commission. Such notice shall fix the time and place for such hearing and shall describe such proposal in general terms. In addition to such publication notice, the applicant shall be respon for mailing notices of such proposed change to all the owners of lands located within 200 feet the area proposed to be altered, at least 20 days prior to the hearing, thus providing an oppor to all interested parties to be heard. The 200 feet is to include public streets and rights-of-way is measured from the outermost boundary of the property to be rezoned. Any property only p within the 200 foot area must receive notice. Such mailed notice shall be given by certified ma return receipt requested, and shall be in the form of a letter explaining the proposed change. notice shall contain a statement that a legal description is available and state where available Such mailed notices shall be addressed to the owners of land and not to occupants of such la Failure to receive such notice shall not invalidate any subsequent action taken. Such notice is sufficient to permit the Plan Commission to recommend amendment to zoning regulations wh affect only a portion of the land described in the notice.

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land is of a size, location, dimension, topography and general character so as to be suitable for such purposes and consistent with the Park and Recreation element of the Master Development Plan. The Plan Commission may, at its discretion and in accordance with the Master Development Plan, grant compensating density in exchange for all or a portion of land dedicated pursuant to this provision in order to achieve a balanced project and a fair and equitable result.

4) In its approval of a development plan which proposes reservation or dedication, the Plan Commission may impose such conditions as deemed necessary to ensure that the purposes and intent of this section are satisfied.

5) The final plan of a tract including reservation or dedication of land shall be consistent with the approved development plan and shall incorporate all conditions and requirements imposed by the Plan Commission.

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B) Building materials samples shall be provided at final development plan submission for Plan Commission approval.

C) The final plans submitted shall include construction drawings of all building elevations, grading, floor plans, site plan, drainage, a landscape and screening plan showing species and size of all plant material, areas to be sodded, etc., all to be in keeping with the development plan as approved. The final plans submitted shall show all areas proposed to be reserved or dedicated for public parks, playgrounds, school sites, open spaces or other public areas in conformance with the approved development plan. In addition thereto, the applicant shall include a legal document evidencing such dedication, signed by the property owner and containing a legal description of the land proposed to be dedicated. If, in the judgment of the Commission, the concept of development, as depicted on the final plans, deviates substantially from the concept of the development plan submitted for zoning, the Commission shall deny the request for final plan approval. The applicant may choose to re-file the application as a new preliminary site plan. A final development plan shall be deemed to be in substantial compliance with the approved preliminary plan provided any modification does not:

1) Vary the proposed gross residential density or intensity of use by more than 5%;
2) Reduce the area set aside for common open space, or substantially relocates such area;
3) Increase by more than 10% the floor area proposed for nonresidential use;
4) Increase by more than 5% the total ground area covered by buildings nor involves a substantial change in the height of the buildings;
5) Involve changes in ownership patterns or stages of construction that will lead to a different development concept, less architectural harmony or quality or impose substantially greater loads on streets and neighborhood facilities.

The burden shall be upon the landowner to show the approving authority good cause for any variation between the plan as tentatively approved and the plan as submitted for final approval.

D) In the event the final development plan is not in substantial compliance with the approved preliminary plan, a new public hearing shall be required for consideration of the plan. In the event a public hearing is not required for final approval and the application for final approval has been filed, together with all drawings, specifications and other documents in support thereof, the approving authority shall grant final approval of the plan within 45 days of such filing. Provided, however, that in the event the plan as submitted contains variations from the plan given tentative approval but remains in substantial compliance with the plan as submitted for tentative approval, the Plan Commission may, after meeting with the landowner, refuse to grant final approval and shall within 45 days from the filing of the application for final approval so advise the landowner in writing of said refusal, setting forth in said notice the reasons why one or more of said variations are not in the public interest. The landowner may either treat the refusal as a denial of final approval and resubmit said final plan in accordance with the request of the Plan Commission, or may notify the Plan Commission within 45 days of notice of the date of refusal of the landowner's determination to appeal the decision of the Plan Commission. In the event such an appeal is filed, the Plan Commission shall schedule a public hearing, giving such notice as is required for preliminary approval. After a public hearing by the Plan Commission and in the event the landowner is not in agreement with the decision of the Plan Commission, the landowner may request within 30 days that the application for final approval be submitted to the Governing Body for final decision. Any reason for disapproval of the final development plan by either the Plan Commission or the Governing Body shall be set forth in full.

6-2.6 Required Finding

Prior to the establishment of the zoning map of any planned zoning district authorizing a planned development as provided herein, the Governing Body shall find that such development is in general conformity with the provisions of the Master Development Plan and that the development will not have a substantially adverse effect on the development of the neighboring area.

6-2.7 Termination of Final Development Plan

In the event the landowner shall fail to begin construction of the planned development within 18 months after final approval has been granted, such final approval shall terminate and the plan shall be deemed null and void unless such time period is extended by the Plan Commission upon written application by the landowner. Whenever a final plan or section thereof has been terminated as provided in this section, no development shall take place on the property until a new final development plan has been approved.

6-2.8 Vesting of Development Rights

For the purpose of single-family residential developments, development rights in such land shall vest upon recording of a plat of such land. If construction is not commenced on such land within 5 years of recording a plat, the development rights in such shall expire. For all purposes other than single-family developments, the right to use land for a particular purpose shall vest upon the issuance of all permits required for such use by a city or county and construction has begun and substantial amounts of work has been completed under a validly issued permit.

6-3 NOTICE AND public HEARING REQUIREMENTS

Applications for:

- Rezoning
- Special Use Permit
- Preliminary Development Plans
- Revised Preliminary Development Plans

shall be set for public hearing by the Plan Commission following receipt of the application and compliance with the publication requirements of this ordinance. Any such hearing may, for good cause, in the discretion of the Plan Commission be continued for a definite time to be specified in the record of the Plan Commission. Nothing in this section 6-3 shall be construed as limiting notice and public hearing requirements set forth in other provisions of this ordinance including, without limitations, Section 3-12(O), 6-2.5D, 6-3.8 and 9-2.1C.

6-3.1 Notice Procedure

Notice of such hearing shall be published in one issue of the Official City Newspaper, such notice to be published not less than 20 days prior to the date of said hearing before the Plan Commission. Such notice shall fix the time and place for such hearing and shall describe such proposal in general terms. In addition to such publication notice, the applicant shall be responsible for mailing notices of such proposed change to all the owners of lands located within 200 feet of the area proposed to be altered, at least 20 days prior to the hearing, thus providing an opportunity to all interested parties to be heard. The 200 feet is to include public streets and rights-of-way and is measured from the outermost boundary of the property to be rezoned. Any property only partly within the 200 foot area must receive notice. Such mailed notice shall be given by certified mail, return receipt requested, and shall be in the form of a letter explaining the proposed change. Such notice shall contain a statement that a legal description is available and state where available. Such mailed notices shall be addressed to the owners of land and not to occupants of such land. Failure to receive such notice shall not invalidate any subsequent action taken. Such notice is sufficient to permit the Plan Commission to recommend amendment to zoning regulations which affect only a portion of the land described in the notice.

CONTINUED ON PAGE 19

ORDINANCE NO. 1676

First published in The Legal Record, Tuesday, July 8, 1997.

ORDINANCE NO. 1676

AN ORDINANCE AMENDING ARTICLE 6 (PROCESSING PROCEDURES) OF THE "LEAWOOD DEVELOPMENT ORDINANCE" AND ITS SUPPLEMENT KNOWN AS "AMENDMENT TO LEAWOOD DEVELOPMENT ORDINANCE", TO PROVIDE FOR PUBLIC HEARING PROCEDURE CHANGES; AND REPEALING EXISTING ARTICLE.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. "Leawood Development Ordinance" and it supplement known as "Amendment to Leawood Development Ordinance" Amended. That Article 6 (Comprised of Sections 6-1, 6-2, and 6-4 of the "Amendment to Leawood Development Ordinance" adopted by reference by Ordinance No. 1265, and Section 6-3 of the "Leawood Development Ordinance" adopted by reference by Ordinance No. 1189C) is hereby amended to read as follows:

ARTICLE 6. APPLICATION AND PROCEDURES

6-1 ZONING RECLASSIFICATION PROCEDURE (AN AMENDMENT TO THE ZONING DISTRICT MAP AS A PART OF THE LEAWOOD DEVELOPMENT ORDINANCE)

6-1.1 General Statement of Intent

The Governing Body finds that the reclassification of property is a sensitive and important function which, in the interest of maintaining uniform zoning policies and the integrity of the Master Development Plan, should only be exercised sparingly and under proper conditions. For this reason, and because the original zoning district boundaries under this ordinance are presumed to be correct and appropriate, it shall hereafter be the policy of the Governing Body to reclassify property only where a clear showing has been made that the proposed zoning fulfills the intent of the Master Development Plan.

The reclassification procedures outlined herein should not be confused with, or used in place of, the ordinance amendment process or the variance process. Thus, the Governing Body intends that reclassification of property should not be entertained where 1) an alleged hardship peculiar to the property is claimed, which is more properly the subject of a variance request, or 2) it is alleged that the ordinance provisions themselves as applied to similar properties are unreasonable, which is more properly the subject of an amendment proposal. In all cases, the burden shall be upon the person(s) seeking reclassification to demonstrate that the requested reclassification is more appropriate than the present classification, in light of the characteristics of the property and the public welfare.

6-1.2 Matters to be Considered When Considering a Rezoning Request

In considering any application for rezoning or special use permit, the Plan Commission and Governing Body may give consideration in their recommendation, to the following criteria that may be deemed applicable. Consideration may also be given to other factors which may be relevant to a specific rezoning or special use application.

A) The character of the neighborhood.

B) The zoning and uses of properties nearby.

C) The suitability of the subject property for the uses to which it has been restricted.

D) The extent to which removal of the restrictions will detrimentally affect nearby property.

E) The relative gain to the public health, safety, and welfare due to the denial of the application as compared to the hardship imposed, if any, as a result of denial of the application.

F) The recommendations of the permanent staff.

G) Conformance of the requested change to the adopted master plan of the City of Leawood.

6-1.3 Application Requirements

Applications for amendment, revision or change of the zoning district map or for a special use permit may be made by any person, or his agent, who owns the land sought to be rezoned or specially used. If such application is made by the owner's agent, or developer's agent, the agent shall enter upon the application the name and current mailing address of the owner and all persons involved in the application. Applications for amendment, revision or change of any portion of the Leawood Development Ordinance, may be initiated by the Governing Body or the Plan Commission. Said application shall be on forms supplied by the City accompanied by the requisite fee as established in Section 5-110, Revised Ordinances, City of Leawood.

6-2 PLANNED DISTRICT REQUIREMENTS AND PROCEDURE

6-2.1 Statement of Objectives

The zoning of land in Leawood to one of the planned districts shall be for the purpose of encouraging and requiring orderly development on a quality level generally equal to or exceeding that which prevails in the City of Leawood, but permitting deviations from normal and established development techniques. The use of planned zoning procedures is intended to encourage large scale development tracts, efficient development of small tracts, innovative and imaginative site planning, conservation of natural resources and minimum waste of land. The following are specific objectives of this section:

A) A proposal to rezone land to a planned district shall be subject to the same criteria relative to compliance with the City of Leawood Master Development Plan, land use policies, neighborhood compatibility, adequacy of streets and utilities and other elements, as is normal in this City's rezoning deliberations.

B) The submittal by the developer and the approval by the City of development plans represents a firm commitment by the developer that development will follow the approved plans in such areas as to concept, intensity of use, aesthetic levels and quantities of open space.

C) Deviations in yard requirements, setbacks and relationship between buildings as set out in "Standards of Development" in Section 6-2.3, may be approved by the Plan Commission and Governing Body if it is deemed that other amenities or conditions will be gained to the extent that an equal or higher quality of development will be produced.

D) Residential areas are to be planned and developed in a manner that will produce more usable open space, better recreational opportunities, safer and more attractive neighborhoods than under standard zoning and development techniques.

E) Commercial areas are to be planned and developed so as to result in attractive, viable and safe centers and clusters as opposed to strip patterns along thoroughfares. Control of vehicular access, circulation, architectural quality, landscaping and signs will be exercised to soften the

F) The developer will be given latitude in using innovative techniques in the developmen land not feasible under application of standard zoning requirements.

G) Planned zoning shall not be used as a refuge from the standard requirements of the zoning district as to intensity of land use, amount of open space or other established developr criteria.

H) Any building or portion thereof may be owned in condominium under K.S.A. 53-3101

I) For purposes of this title the terms "shopping center," "business park," "office park," "industrial park," or other grouping of buildings shall mean developments that were planned as integrated unit or cluster on property under unified control or ownership at the time the zoning approved by the City. The sale, subdivision or other partition of the site after zoning approval not exempt the project or any portion thereof from complying with development standards, architectural quality, sign concepts and other conditions that were committed at the time of rezoning.

J) All utilities shall be underground except that those power and telephone lines which, engineering reasons, cannot reasonably or safely be placed underground may, upon written approval of the City Engineer, be constructed overhead.

6-2.2 Local Administrative Agency

The agency having the authority to administer the planned zoning procedure and implementat of projects in connection therewith shall be the Plan Commission together with the municipal s assigned to assist said Commission.

6-2.3 Standards of Development

A) The maximum height of buildings and structures shall be as set out in the standard requirements of the applicable district.

B) The intensity of land use, the bulk of buildings, the concentration of population, the amount of open space, light and air shall be generally equal to that required in the standard requirements of the applicable district.

C) The density of residential dwelling units, the parking requirements and the performanc standards shall be the same as in the standard requirements of the appropriate district.

D) The permitted uses shall be the same as those permitted in the standard requirement the appropriate district, provided that limitations may be placed on the occupancy of certain premises, if such limitation is deemed essential to the health, safety or general welfare of the community.

E) As a condition of preliminary development plan approval, the Plan Commission or Governing Body may require that the developer provide for and establish an agency for the ownership and maintenance of any common open space and may require assurance of the financial and administrative ability of any such agency. Further, the Plan Commission or Governing Body may require that any such agency shall not be dissolved or permitted to dispo of any common open space by sale or otherwise (except to a new agency assuming all the du and obligations of the original agency) without first offering to dedicate the same to the City or other government agency. The City shall have those remedies specified in K.S.A. 12-728(c)(2 amendments thereto, in the event any such agency fails to fulfill its obligations hereunder.

F) At the time of preliminary development plan approval, the applicant may propose, or t City may require, that a phasing plan be submitted setting forth the timing and sequencing of development among various types of uses or buildings in the development.

G) The Plan Commission and Governing Body may, in the process of approving prelimin and final plans, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with accepted land planning principles and must be clearly set out in the minutes as well as on exhibits in the record:

1) Setbacks of buildings and paved areas from a public street may be reduced to 75% of th standard requirement.
2) Setbacks of buildings excluding side yard setbacks for uses in RP-1 from a property line o than a public street may be reduced to 85% of the standard requirement and setbacks of paved areas adjacent to property lines, other than street lines, to zero if existing or propos development on said adjacent land justifies the same.
3) Side yards between buildings may be reduced to zero when the Plan Commission and Governing Body have been assured that adequate open space for the project and betwee buildings has been established.
4) Setbacks of buildings and paved areas from a freeway right-of-way may be reduced to 5 f
5) Lot area and lot width may be reduced to 80% of the standard requirement. Any commo open space resulting from the variance of such density standard shall be set aside for the and benefit of the occupants of such development.
6) A portion of the parking area required under this title may remain unimproved until such ti as the Governing Body deems it must be improved to serve parking demand adequately.
7) The foregoing deviations 1 through 5 may be granted by the Plan Commission and Gover Body only when compensating open space is provided elsewhere in the project, where th ample evidence that said deviation will not adversely affect neighboring property, nor will constitute the mere granting of a privilege.

H) The parking ratio for grouped commercial projects shall conform to Section 4-4 of this ordinance.

I) The design of all planned projects, whether residential, commercial or industrial shall such that access and circulation by fire fighting equipment is assured and not retarded by ste grades, heavy landscaping or building spacing.

J) Reservation or dedication of land for public parks, playgrounds, school sites, open sp and other public areas shall be provided in accordance with the standards and requirements forth in the Master Development Plan, as amended, and in the ordinance related thereto.

1) All areas proposed to be reserved or dedicated shall be indicated on the development pla accordance with Article 6-2.6 of this ordinance in order that it may be determined when, i what manner and under what circumstances and conditions such areas will be reserved o dedicated to the City or other appropriate public agency. The Plan Commission shall req that reserved or dedicated lands be of suitable size, location, dimension, topography and general character and shall have proper and adequate road and/or pedestrian access, as be appropriate, for the particular purpose for which such land is intended to be used. Reserved or dedicated land shall be clearly indicated as such on the preliminary plan.
2) Reservation or dedication of land may be required by the City as a condition of developm plan approval, or, the ~~developer may voluntarily offer land to the City~~ for reservation or dedication. Notwithstanding the above, park impact fees may be due at final plat approva residential development or at building permit issuance for nonresidential development pursuant to Ordinance No. 985C.
3) The Plan Commission shall, during development plan review, determine whether the land proposed to be reserved or dedicated is for parkland or open space and, if so, whether su

CONTINUED FROM PAGE 18

6-3.2 Proof of Ownership
Upon request the applicant shall furnish proof acceptable to the City that he is the owner or has an option to purchase or is under contract to purchase the land described in the application.

6-3.3 Sign Announcing Pending Action
A) Each applicant for rezoning and each applicant for a special use permit shall, not later than 20 days prior to the date of the hearing scheduled before the Plan Commission, place a sign upon the lot, tract or parcel of land for which the application was filed. The sign shall be furnished by the City to the applicant; and the applicant shall firmly affix and attach the sign to a wood or metal backing or frame and place the sign as hereinafter set forth.
Unauthorized removal, defacing, or destruction of this sign is punishable upon conviction by fine not exceeding $100.00 and/or not more than 30 days imprisonment.
B) Maintenance of Sign - Affidavit. The sign shall be maintained and kept in place by the applicant until the conclusion of the public hearing before the Plan Commission or until withdrawal of the application, at which time the sign may be removed by the applicant; but in any event, the sign shall be removed by the applicant after final action on the application. The applicant shall file an affidavit at the time of the public hearing before the Plan Commission that the sign was placed and maintained to the hearing date as required by this ordinance. No application shall be heard by the Plan Commission or the Governing Body unless such affidavit has been filed.
C) Placement of Sign. The bottom of the sign shall be a minimum of 2 feet above the ground. The sign shall be placed 5 feet behind the street right-of-way line, in a central position on such lot, tract or parcel of land and shall have no visual obstructions from the street. If the lot, tract or parcel of land has more than 1 abutting street 1 sign shall be displayed facing each street frontage.
D) Defacing or Destroying Sign-Penalty. It is a public offense for any person to remove, deface or destroy any sign provided for by this ordinance. Any person, upon conviction thereof, shall be punished as provided by law.

6-3.4 Approval or Denial of Change
Following the final hearing of such application, the Plan Commission shall by a vote of the majority of the members, present and voting, recommend approval or denial of the amendment to the Governing Body. If the Plan Commission fails to make a recommendation on a rezoning request, the Plan Commission shall be deemed to have made a recommendation of disapproval. The Plan Commission shall transmit an accurate written summary of the proceedings to the City Clerk.

In the case of denial of an application by the Plan Commission or Governing Body, the applicant must wait a period of 6 months before reapplying for a zoning change.

6-3.5 Continuance of Development Plan
Applicants may request the continuance of an application to a specific date. A maximum of three continuances are allowed. After that time, the Plan Commission shall remove the case from the agenda. Once removed the applicant may re-file a new application at any time.

6-3.6 Submission of Plan Commission Action to Governing Body
Following the end of the 14 day protest period, at the next regularly scheduled Governing Body meeting following the receipt of the summary of the action of the Plan Commission, the City Clerk shall submit the same to the Governing Body for action approving or disapproving the recommendation of the Plan Commission. The Governing Body may for good cause continue its action upon such application or take the same under advisement for final decision at a later date; and in any case the record shall show the reason for such continuance or withholding of action. The Governing Body also may, if deemed advisable for the best interest of the public and applicant, refer such application back to the Plan Commission, for further consideration and may direct that a public hearing be held upon publication notice of the time, place and purpose of such hearing and notification as required by Section 6-3.1 of this ordinance. The applicant shall not be required to pay an additional filing fee in such rehearing proceedings as herein provided.

6-3.7 Lesser Change Than Requested
A) The Plan Commission may recommend a change to a zoning district which is more restrictive than that requested by the applicant, provided such change is in keeping with the following:
1) Residential Districts:
   - AG Agriculture - Most Restrictive
   - RP-A5 Planned Rural Density Single Family Residential
   - RP-A Planned Large Lot Single Family Residential
   - R-1 Single-Family Residential
   - RP-1 Planned Single-Family Residential
   - RP-2 Two-Family Residential
   - RP-4 Cluster Dwelling House
   - RP-3 Garden Apartment District - Least Restrictive
2) Business Districts:
   - CP-0 Office Building District - Most Restrictive
   - CP-1 Restricted Business District
   - CP-2 General Business District - Least Restrictive

B) Equal or more restrictive change. The Plan Commission may recommend and the Governing Body may adopt a change in zoning which is more restrictive than the one requested, provided the more restrictive district is in the same R, or C category for which the change was requested.

6-3.8 Action by Plan Commission
Recommendations for amendment, revision, change or repeal of the Leawood Development Ordinance, zoning district map, rules or regulations, may also be made by the Plan Commission upon its own motion or by the Governing Body, provided that public hearing requirements have been satisfied. In no case shall final action by the Governing Body be taken until hearing and recommendation by the Plan Commission have been provided.

6-3.9 Protest Against Change
If, however, a protest against such amendment, supplement, change or special use permit is filed in the office of the City Clerk within 14 days after the date of the conclusion of the hearing pursuant to the publication notice, duly signed by the owners of 20% or more of any real property proposed to be rezoned or specially used, or by the owners of 20% of the total area, excepting public streets or ways, located within or without the corporate limits of the City and located within 200 feet of the boundaries of the property proposed to be rezoned or specially used, such amendment shall not be passed except by at least 3/4's vote of all the members of the Governing Body. All signatures on said protest petition must be verified by one of the signers as to the genuineness and correctness of the signatures thereon.

Section 2. Repeal of Existing Article. That existing Article 6 (Comprised of sections/as specified in Section 1 of this ordinance) is hereby repealed.

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 7th day of July, 1997.

Approved by the Mayor the 7th day of July, 1997.

(S E A L)

Peggy J. Dunn — Mayor

Attest:

Martha Heizer — City Clerk

APPROVED FOR FORM:

R.S. Wetzler — City Attorney

ORDINANCE NO. 1675

AN ORDINANCE REZONING PROPERTY (STRATCO) LOCATED AT THE NORTHEAST CORNER OF 114TH AND TOMAHAWK CREEK PARKWAY FROM AG (AGRICULTURAL) TO CP-0 (PLANNED OFFICE); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

All that part of the NW1/4 of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the NW1/4 of said Section 15; thence N 87° 50'04" E, along the North line of the NW1/4 of said Section 15, a distance of 450.04 feet, to a point 450 feet East of the West line thereof; thence S 1° 27'33" E, along a line 450 feet East of and parallel to the West line of the NW1/4 of said Section 15, a distance of 1034.13 feet, to the True Point of Beginning; thence N 87° 50'04" E, along a line parallel to the North line of the NW1/4 of said Section 15, a distance of 493.73 feet, to a point on the West right-of-way line of Tomahawk Creek Parkway, as now established; thence S 26° 10'43" W, along the West right-of-way line of said Tomahawk Creek Parkway, a distance of 96.03 feet, to a point of curvature; thence Southwesterly, along the Westerly right-of-way line of said Tomahawk Creek Parkway, said line being on a curve to the left, having a radius of 1100 feet, and a central angle of 20° 57'20", a distance of 402.32 feet; thence S 87° 50'04" W, along a line parallel to the North line of the NW1/4 of said Section 15, a distance of 331.14 feet, to a point 450 feet East of the West line thereof; thence N 1° 27'33" W, along a line 450 feet East of and parallel to the West line of the NW1/4 of said Section 15, a distance of 465.33 feet to the True Point of Beginning of subject tract.

now zoned AG, is hereby rezoned to CP-0.

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map of the City in accordance with the above and foregoing changes in zoning.

Section 3. Reincorporation of Official Zoning Map as Amended. That the Official Zoning Map of the City, as amended by the provisions of this ordinance, is hereby reincorporated and declared to be the Official Zoning Map of

the City as provided for and adopted pursuant to the provisions of Section 2-2 of the "Leawood Development Ordinance".

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 7th day of July, 1997.

Approved by the Mayor the 7th day of July, 1997.

(S E A L)

Peggy J. Dunn Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1675--7/8/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

July 9, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

ORD1675

Publication Fees: $25.27

ORDINANCE NO. 1675

First published in The Legal Record, Tuesday, July 8, 1997.

ORDINANCE NO. 1675

AN ORDINANCE REZONING PROPERTY (STRATCO) LOCATED AT THE NORTHEAST CORNER OF 114TH AND TOMAHAWK CREEK PARKWAY FROM AG (AGRICULTURAL) TO CP-0 (PLANNED OFFICE); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

All that part of the NW1/4 of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the NW1/4 of said Section 15; thence N 87° 50'04" E, along the North line of the NW1/4 of said Section 15, a distance of 450.04 feet, to a point 450 feet East of the West line thereof; thence S 1° 27'33" E, along a line 450 feet East of and parallel to the West line of the NW1/4 of said Section 15, a distance of 1034.13 feet, to the True Point of Beginning; thence N 87° 50'04" E, along a line parallel to the North line of the NW1/4 of said Section 15, a distance of 493.73 feet, to a point on the West right-of-way line of Tomahawk Creek Parkway, as now established; thence S 26° 10'43" W, along the West right-of-way line of said Tomahawk Creek Parkway, a distance of 96.03 feet, to a point of curvature; thence Southwesterly, along the Westerly right-of-way line of said Tomahawk Creek Parkway, said line being on a curve to the left, having a radius of 1100 feet, and a central angle of 20° 57'20", a distance of 402.32 feet; thence S 87° 50'04" W, along a line parallel to the North line of the NW1/4 of said Section 15, a distance of 331.14 feet, to a point 450 feet East of the West line thereof; thence N 1° 27'33" W, along a line 450 feet East of and parallel to the West line of the NW1/4 of said Section 15, a distance of 465.33 feet to the True Point of Beginning of subject tract.

now zoned AG, is hereby rezoned to CP-0.

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map of the City in accordance with the above and foregoing changes in zoning.

Section 3. Reincorporation of Official Zoning Map as Amended. That the Official Zoning Map of the City, as amended by the provisions of this ordinance, is hereby reincorporated and declared to be the Official Zoning Map of the City as provided for and adopted pursuant to the provisions of Section 2-2 of the "Leawood Development Ordinance".

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 7th day of July, 1997.

Approved by the Mayor the 7th day of July, 1997.

(S E A L)

Peggy J. Dunn
Peggy J. Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R. S. Wetzler City Attorney

$25.27

ORDINANCE NO. 1674

AN ORDINANCE AMENDING SECTIONS 4-1 (Accessory Uses) & 4-2 (Prohibited Uses) OF THE LEAWOOD DEVELOPMENT ORDINANCE, AND REPEALING EXISTING SECTIONS

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Leawood Development Ordinance Amended. That Sections 4-1 & 4-2 of the Leawood Development Ordinance are hereby amended to read as follows:

4-1 ACCESSORY USES

4-1.1 General Conditions

All accessory buildings, structures, and uses shall be so constructed, maintained and conducted as to not produce noise, vibration, concussion, dust, dirt, fly ash, odor, noxious gases, heat or glare which is injurious, damaging, unhealthy, disturbing so as to create a public nuisance and shall be located on the premises of the main use.

4-1.2 Location and Height of Accessory Uses, Buildings and Structures

A) Location. No accessory use, building, or structure permitted by this ordinance may be located in a required yard, except as otherwise specifically authorized.

B) Location Exceptions.

1) Swimming pool and tennis court perimeter fences shall maintain a minimum of 10 feet from side and rear property lines. Play equipment, i.e. swings, jungle gyms, etc., but not to include sport courts, may be allowed anywhere in a rear yard.

2) Yard perimeter fences, walls, and retaining walls may be placed on property line. Retaining walls so constructed to provide for a patio or similar use shall not be exempt from the minimum yard requirements set forth in this ordinance unless specifically authorized at development plan approval.

3) Concrete at grade patios, walkways, and driveways may extend to property line.

C) Accessory Building and Structure Height Limitations. No accessory building or structure permitted by this ordinance shall exceed one floor level and a height of 15 feet measured from ground level. Agricultural (AG) District and Planned Rural Density Single Family Residential (RP-A5) accessory uses and structures shall be exempt from this requirement.

4-1.3 Permitted Accessory Uses, Buildings and Structures

Accessory uses, buildings, and structures shall be permitted in the following districts.

A) Agricultural Districts

1) Any structure used in conjunction with a permitted use;

2) Any accessory use allowed in "R" districts may be used in conjunction with a single family home;

3) Signs permitted in Section 4-5 of this ordinance;

4) Windmills, wind-driven power generators are permitted provided that any such structure complies with all applicable zoning regulations.

5) Living quarters for farm attendants may be located in an accessory building in the Agricultural (AG) District provided the building code can be met.

B) Residential Districts

1) Solar collector provided that all components servicing the collector panel are concealed and all exposed metal shall be finished with warm earth tones or black, in color;

2) Satellite receiving dish antennae:

a) in excess of one meter shall not be allowed.

b) Satellite dishes one meter or less in size are exempt from these regulations.

3) Readily moveable sports, recreation or outdoor cooking equipment;

4) In ground swimming pool;

5) Home Occupations; (See Section 4-8 of this ordinance);

6) Fence, walls and retaining walls (Sealed engineering plans shall be submitted and approved prior to construction of any wall or retaining wall 4 feet in height or higher);

7) Garage sales limited to 2 sales per year (4 days per sale);

8) Sample sales limited to 2 sales per year (4 days per sale;)

9) Children's play equipment including swing sets, jungle gyms, sandboxes, playhouses, tree houses and, other related equipment, provided playhouses do not exceed 15 feet in total height measured from the ground to the highest point;

10) Dog houses, dog runs, and dog kennels, provided they do not exceed a 64 square foot area and a 6' height, limited to the rear yard and adjacent to the existing structure. Any requests for a larger structure must go before the Board of Zoning Appeals for approval.

11) Flag pole;

12) Wood decks (attached);

13) Concrete patios including stone, brick, and pavers but not including asphalt;

14) Bath house, pool house, and cabana only in conjunction with swimming pools;

15) Statuary, arbors, trellises, firewood piles for home use;

16) Storage or parking of recreational vehicles and equipment as provided in 4-4.6c 1&2

17) Horse pasturing shall be permitted as an accessory use in Planned Rural Density Single Family Residential (RP-A5) and Planned Large Lot Single Family Residential (RP-A) District provided that a minimum lot area of 3 acres can be maintained;

18) Hobby or craft activities operated by the occupant only provided that articles produced or constructed are not sold on the premises;

19) Signs permitted in Section 4-5 of this ordinance;

20) Mother's day out programs and preschools shall be permitted accessory uses in church, religious, educational, and community buildings.

21) An estate sale for purposes of this ordinance shall mean a sale conducted on the premises (lot or parcel of land) by the owner or said premises for the specific purpose of selling personal possessions and/or belongs that shall have been acquired or which have accumulated at said premises over the course of time. In no event shall "estate" include possessions that are not owned by resident or have been transferred to the site specifically for purposes of sale. Estate sales shall be permitted provided the following conditions have been met:

    a) Residents within 200 feet have been notified by regular mail postmarked not less than 10 days prior to the date of the sale.

    b) Means of parking and traffic control have been established and coordinated with the police and public works departments.

    c) Signage shall be limited to that permitted by this ordinance.

    d) Tents or other accessory structures; food vendors; and/or any other such atypical residential uses shall require Special Use Permits as provided in Section 4-3.1(31) dealing with temporary short term uses.

    e) Sales limited to 1 per calendar year per location, operated for not more than 4 consecutive days during daylight hours.

    f) Permit required.

22) Tennis courts and paved play areas, commonly referred to as "Sport Courts" provided the following are met:

    a) All courts require a building permit.

b) Plans must be submitted to the city staff for approval. Said review shall be based upon compliance with the following standards: The need for screening to protect the privacy of adjoining properties, compatibility to any lighting, and surface runoff. These standards are to be considered minimums and other factors may be considerations at the discretion of the Direct of Planning and Development.

c) If a permit is denied, the applicant may appeal the decision to the Plan Commission.

d) Courts shall not be built in front of the building lines and must be located at least 10 feet from a rear or side lot line. Screen plantings may be required within this area to muffle noise and block lights.

e) Fences for courts may be up to 12 feet in height and shall be of chain link fabric (wind screen) and shall be located at least 10 feet from a rear or interior side lot line.

f) Courts shall be designed so that the surface water will be carried to the street or storm drainage system on the owner's property, or by underground pipe to the public street or storm drainage system, or if across other ownerships, easements must be obtained.

g) All court lighting must be submitted to the Plan Commission for their approval. A lighting plan shall be submitted which indicates the lumens at the property line and distance to the nearest structures. The type of fixture shall be specified. A lighted court, if approved by the Plan Commission, may be required to have additional screening in order to mitigate the affect of lighting on any adjoining properties.

C) Planned Apartment House Residential (RP-3) and Planned Cluster Residential (RP-4) Districts (Additional Uses)

1) Parking areas; (plan approved)

2) Signs permitted in Section 4-5 of this ordinance;

3) Tenant used recreation facilities including minor buildings (plan approved);

4) Trash collection centers;

5) Power generators;

6) Vending machines located inside tenant buildings.

D) Office, Commercial, Industrial and Special Development Districts

1) Off street parking lots as approved in the final development plan;

2) Signs permitted in Section 4-5 of this ordinance;

3) Food service and vending machines located inside of a building;

4) Private garage for motor vehicles; (plan approved)

5) Living quarters for maintenance personnel;

6) Low level exterior lighting;

7) Flagpoles;

8) Health club for employees or tenants when located inside of the primary building;

9) Day care center for employees or tenants when located inside of the primary building;

10) Restaurants, cafeterias, drug stores, gift shops and newsstands when located inside of the building;

11) Fencing as approved in the final development plan;

12) Pharmaceutical sales, medicines, etc. when incidental to the practice of medicine in a medical office;

13) Eyeglass sales when incidental to the practice of optometry;

14) Satellite receiving dish antennae may be placed on the roof of a building provided that the antennae shall only be located on a flat roof and shall be screened from view. The screen shall be architecturally compatible with the structure as to shape, size, color and bulk;

15) Solar Collector (plan approved)

a) Any system incorporated into a commercial building shall be integrated into the basic form and main body of the building. If roof mounted, all collector panels shall fit into the form of the roof; if the building's roof is sloped or if "rack" mounting is used on a flat roof, the mounting must be concealed from view at street level. Exposed rack supports and freestanding collectors apart from the main building are not permitted.

b) Roof mounted solar energy systems mounted on "accessory or detached buildings" are allowed on detached garages or swimming pool equipment buildings. Detached "greenhouses" are also acceptable. All such energy systems mounted on accessory or detached buildings shall conform to the requirements outlined in paragraph (a). No freestanding panels or panel racks shall be allowed.

c) In an active or photovaltaic system, all components servicing the collector panels shall be concealed including mechanical piping, electrical conduits, etc.

d) All exposed metal - including the framework of active collector panels or exposed mullions and framework of passive systems shall be of finished warm earth tones, or black, in color. Clear unpainted aluminum shall not be allowed.

4-1.4 Prohibited Accessory Uses

A) No accessory building may be used for residential dwelling purposes at any time except as specifically authorized in the Agricultural (AG) District.

B) Outdoor storage, except as specifically authorized in the district regulations.

C) Standing or parked advertising trailers.

4-2 PROHIBITED USES

4-2.1 Buildings in Residentially Zoned Area

No business building shall be erected in a residentially zoned district, nor shall any dwelling be converted to or used for any business purpose or character in a residentially zoned district except as specifically authorized in Section 4-7 Home Occupations.

4-2.2 Detached Structures

No garage, barn, shed, greenhouse, above ground pool (type sold to be placed above ground), outbuilding or any other detached structure, except dog houses, dog runs, dog kennels, children's playground equipment such as swing sets, jungle-gyms, teeter totters, sand boxes and similar types of recreational equipment, shall be built, placed, or constructed in any R-1 (Single Family Residential), RP-1 (Planned Single Family Residential), or RP-2 (Planned Two Family Residential) District. Architecturally attached detached structures shall be allowed only when in the opinion of the Director the definition of "Architecturally Attached" has been satisfied.
The Board of Zoning Appeals may, in its discretion, when deemed advisable, authorize exceptions to this regulation and restriction after conducting a public hearing thereon and due notice thereof by publication in the official city newspaper prior thereto.

4-2.3 No Building Under Construction More Than Six Months

No building, structure or appurtenance shall be permitted or maintained upon which construction has ceased for a period longer than 6 months.

4-2.4 No Fire Damaged Building Left Unrepaired Over Three Months

No building, structure or appurtenance damaged by fire or windstorm shall be permitted to remain in such damaged condition for a period longer than 3 months.

4-2.5 No Building Material Stored, Etc.

No building material, inoperable vehicle, construction equipment, machinery, trailer, construction trailer or refuse shall be maintained or kept in the open upon any lot, plot, tract or premises other than during actual construction operations upon said premises or related premises.

4-2.6 Septic Tanks

The use of septic tanks for disposal of sewage from buildings hereafter erected or moved into the City of Leawood is prohibited, except in areas where sewer mains of a public or private sewer system are found to be impractical by the Governing Body after report of the City Engineer. In such cases, use of septic tanks shall be subject to the approval of a permit for the septic tank system by the Governing Body after recommendation of the County Health Department.

4-2.7 Storage of Hazardous Materials

See Uniform Fire Code as adopted by the City of Leawood for restrictions on placement and allowable quantities.

4-2.8 Individually Owned Television Antenna

Not to include satellite dishes.

Section 2. Existing Sections Repealed. That existing Sections 4-1 & 4-2 of the Leawood Development Ordinance are hereby repealed. (Prior law: Section 4-1, Ord. No. 1604)

Section 3. Take effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 16th day of June, 1997.

Approved by the Mayor the 16th day of June, 1997.

(SEAL)

Peggy J. Dunn Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R. S. Wetzler City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 27th day of June 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 27th day of June 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 137.50

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, June 27, 1997

ORDINANCE NO. 1674

AN ORDINANCE AMENDING SECTIONS 4-1 (Accessory Uses) & 4-2 (Prohibited Uses) OF THE LEAWOOD DEVELOPMENT ORDINANCE, AND REPEALING EXISTING SECTIONS

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Leawood Development Ordinance Amended. That Sections 4-1 & 4-2 of the Leawood Development Ordinance are hereby amended to read as follows:

4-1 ACCESSORY USES

4-1.1 General Conditions

All accessory buildings, structures, and uses shall be so constructed, maintained and conducted as to not produce noise, vibration, concussion, dust, dirt, fly ash, odor, noxious gases, heat or glare which is injurious, damaging, unhealthy, disturbing so as to create a public nuisance and shall be located on the premises of the main use.

4-1.2 Location and Height of Accessory Uses, Buildings and Structures

A) Location. No accessory use, building, or structure permitted by this ordinance may be located in a required yard, except as otherwise specifically authorized.

B) Location Exceptions.

1) Swimming pool and tennis court perimeter fences shall maintain a minimum of 10 feet from side and rear property lines. Play equipment, i.e. swings, jungle gyms, etc., but not to include sport courts, may be allowed anywhere in a rear yard.

2) Yard perimeter fences, walls, and retaining walls may be placed on property line. Retaining walls so constructed to provide for a patio or similar use shall not be exempt from the minimum yard requirements set forth in this ordinance unless specifically authorized at development plan approval.

3) Concrete at grade patios, walkways, and driveways may extend to property line.

C) Accessory Building and Structure Height Limitations. No accessory building or structure permitted by this ordinance shall exceed one floor level and a height of 15 feet measured from ground level. Agricultural (AG) District and Planned Rural Density Single Family Residential (RP-A5) accessory uses and structures shall be exempt from this requirement.

4-1.3 Permitted Accessory Uses, Buildings and Structures

Accessory uses, buildings, and structures shall be permitted in the following districts.

1) Any structure used in conjunction with a permitted use;

2) Any accessory use allowed in "R" districts may be used in conjunction with a single family home;

3) Signs permitted in Section 4-5 of this ordinance;

4) Windmills, wind-driven power generators are permitted provided that any such structure complies with all applicable zoning regulations.

5) Living quarters for farm attendants may be located in an accessory building in the Agricultural (AG) District provided the building code can be met.

B) Residential Districts

1) Solar collector provided that all components servicing the collector panel are concealed and all exposed metal shall be finished with warm earth tones or black, in color;

2) Satellite receiving dish antennae;

a) In excess of one meter shall not be allowed.

b) Satellite dishes one meter or less in size are exempt from these regulations.

3) Readily moveable sports, recreation or outdoor cooking equipment;

4) In ground swimming pool;

5) Home Occupations; (See Section 4-6 of this ordinance);

6) Fence, walls and retaining walls (Sealed engineering plans shall be submitted and approved prior to construction of any wall or retaining wall 4 feet in height or higher);

7) Garage sales limited to 2 sales per year (4 days per sale);

8) Sample sales limited to 2 sales per year (4 days per sale)

9) Children's play equipment including swing sets, jungle gyms, sandboxes, playhouses, tree houses and, other related equipment, provided playhouses do not exceed 15 feet in total height measured from the ground to the highest point;

10) Dog houses, dog runs, and dog kennels, provided they do not exceed a 64 square foot area and a 6' height, limited to the rear yard and adjacent to the existing structure. Any requests for a larger structure must go before the Board of Zoning Appeals for approval.

11) Flag pole;

12) Wood decks (attached);

13) Concrete patios including stone, brick, and pavers but not including asphalt;

14) Bath house, pool house, and cabana only in conjunction with swimming pools;

15) Statuary, arbors, trellises, firewood piles for home use;

16) Storage or parking of recreational vehicles and equipment as provided in 4-4.6c 1&2

17) Horse pasturing shall be permitted as an accessory use in Planned Rural Density Single Family Residential (RP-A5) and Planned Large Lot Single Family Residential (RP-A) District provided that a minimum lot area of 5 acres can be maintained;

18) Hobby or craft activities operated by the occupant only provided that articles produced or constructed are not sold on the premises;

19) Signs permitted in Section 4-5 of this ordinance;

20) Mother's day out programs and preschools shall be permitted accessory uses in church, religious, educational, and community buildings.

21) An estate sale for purposes of this ordinance shall mean a sale conducted on the premises (lot or parcel of land) by the owner or said premises for the specific purpose of selling personal possessions and/or belongs that shall have been acquired or which have accumulated at said premises over the course of time. In no event shall "estate" include possessions that are not owned by resident or have been transferred to the site specifically for purposes of sale. Estate sales shall be permitted provided the following conditions have been met:

a) Residents within 200 feet have been notified by regular mail postmarked not less than 10 days prior to the date of the sale.

b) Means of parking and traffic control have been established and coordinated with the police and public works departments.

c) Signage shall be limited to that permitted by this ordinance.

d) Tents or other accessory structures; food vendors; and/or any other such atypical residential uses shall require Special Use Permits as provided in Section 4-3.1(31) dealing with temporary short term uses.

e) Sales limited to 1 per calendar year per location, operated for not more than 4 consecutive days during daylight hours.

f) Permit required.

22) Tennis courts and paved play areas, commonly referred to as "Sport Courts" provided the following are met:

a) All courts require a building permit.

b) Plans must be submitted to the city staff for approval. Said review shall be based upon compliance with the following standards: The need for screening to protect the privacy of adjoining properties, compatibility to any lighting, and surface runoff. These standards are to be considered minimums and other factors may be considerations at the discretion of the Direct of Planning and Development.

c) If a permit is denied, the applicant may appeal the decision to the Plan Commission.

d) Courts shall not be built in front of the building lines and must be located at least 10 feet from a rear or side lot line. Screen plantings may be required within this area to muffle noise and block lights.

e) Fences for courts may be up to 12 feet in height and shall be of chain link fabric (wind screen) and shall be located at least 10 feet from a rear or interior side lot line.

f) Courts shall be designed so that the surface water will be carried to the street or storm drainage system on the owner's property, or by underground pipe to the public street or storm drainage system, or if across other ownerships, easements must be obtained.

g) All court lighting must be submitted to the Plan Commission for their approval. A lighting plan shall be submitted which indicates the lumens at the property line and distance to the nearest structures. The type of fixture shall be specified. A lighted court, if approved by the Plan Commission, may be required to have additional screening in order to mitigate the effect of lighting on any adjoining properties.

C) Planned Apartment House Residential (RP-3) and Planned Cluster Residential (RP-4) Districts (Additional Uses)

1) Parking areas; (plan approved)

2) Signs permitted in Section 4-5 of this ordinance;

3) Tenant used recreation facilities including minor buildings (plan approved);

4) Trash collection centers;

5) Power generation;

6) Vending machines located inside tenant buildings.

D) Office, Commercial, Industrial and Special Development Districts

1) Off street parking lots as approved in the final development plan;

2) Signs permitted in Section 4-5 of this ordinance;

3) Food service and vending machines located inside of a building;

4) Private garage for motor vehicles; (plan approved)

5) Living quarters for maintenance personnel;

6) Low level exterior lighting;

7) Flagpoles;

8) Health club for employees or tenants when located inside of the primary building;

9) Day care center for employees or tenants when located inside of the primary building;

10) Restaurants, cafeterias, drug stores, gift shops and newsstands when located inside of the building;

11) Fencing as approved in the final development plan;

12) Pharmaceutical sales, medicines, etc. when incidental to the practice of medicine in a medical office;

13) Eyeglass sales when incidental to the practice of optometry;

14) Satellite receiving dish antennae may be placed on the roof of a building provided that the antennae shall only be located on a flat roof and shall be screened from view. The screen shall be architecturally compatible with the structure as to shape, size, color and bulk;

15) Solar Collector (plan approved)

a) Any system incorporated into a commercial building shall be integrated into the basic form and main body of the building. If roof mounted, all collector panels shall fit into the form of the roof, if the building's roof is sloped or if "rack" mounting is used on a flat roof, the mounting must be concealed from view at street level. Exposed rack supports and freestanding collectors apart from the main building are not permitted.

b) Roof mounted solar energy systems mounted on "accessory or detached buildings" are allowed on detached garages or swimming pool equipment buildings. Detached "greenhouses" are also acceptable. All such energy systems mounted on accessory or detached buildings shall conform to the requirements outlined in paragraph (a). No freestanding panels or panel racks shall be allowed.

c) In an active or photovoltaic system, all components servicing the collector panels shall be concealed including mechanical piping, electrical conduits, etc.

d) All exposed metal - including the framework of active collector panels or exposed mullions and framework of passive systems shall be of finished warm earth tones, or black, in color. Clear unpainted aluminum shall not be allowed.

4-1.4 Prohibited Accessory Uses

A) No accessory building may be used for residential dwelling purposes at any time except as specifically authorized in the Agricultural (AG) District.

B) Outdoor storage, except as specifically authorized in the district regulations.

C) Standing or parked advertising trailers.

4-2 PROHIBITED USES

4-2.1 Buildings in Residentially Zoned Area

No business building shall be erected in a residentially zoned district, nor shall any dwelling be converted to or used for any business purpose or character in a residentially zoned district except as specifically authorized in Section 4-7 Home Occupations.

4-2.2 Detached Structures

No garage, barn, shed, greenhouse, above ground pool (type sold to be placed above ground), outbuilding or any other detached structure, except dog houses, dog runs, dog kennels, children's playground equipment such as swing sets, jungle-gyms, tester toilets, sand boxes and similar types of recreational equipment, shall be built, placed, or constructed in any R-1 (Single Family Residential), RP-1 (Planned Single Family Residential), or RP-2 (Planned Two Family Residential) District. Architecturally attached detached structures shall be allowed only when in the opinion of the Director the definition of "Architecturally Attached" has been satisfied.

The Board of Zoning Appeals may, in its discretion, when deemed advisable, authorize exceptions to this regulation and restriction after conducting a public hearing thereon and due notice thereof by publication in the official city newspaper prior thereto.

4-2.3 No Building Under Construction More Than Six Months

No building, structure or appurtenance shall be permitted or maintained upon which construction has ceased for a period longer than 6 months.

4-2.4 No Fire Damaged Building Left Unrepaired Over Three Months

No building, structure or appurtenance damaged by fire or windstorm shall be permitted to remain in such damaged condition for a period longer than 3 months.

4-2.5 No Building Material Stored, Etc.

No building material, inoperable vehicle, construction equipment, machinery, trailer, construction trailer or refuse shall be maintained or kept in the open upon any lot, plot, tract or premises other than during actual construction operations upon said premises or related premises.

4-2.6 Septic Tanks

The use of septic tanks for disposal of sewage from buildings hereafter erected or moved into the City of Leawood is prohibited, except in areas where sewer mains of a public or private sewer system are found to be impractical by the Governing Body after report of the City Engineer. In such cases, use of septic tanks shall be subject to the approval of a permit for the septic tank system by the Governing Body after recommendation of the County Health Department.

4-2.7 Storage of Hazardous Materials

See Uniform Fire Code as adopted by the City of Leawood for restrictions on placement and allowable quantities.

4-2.8 Individually Owned Television Antenna

Not to include satellite dishes.

Section 2. Existing Sections Repealed. That existing Sections 4-1 & 4-2 of the Leawood Development Ordinance are hereby repealed. (Prior law: Section 4-1, Ord. No. 1604)

Section 3. Take effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 16th day of June, 1997.

Approved by the Mayor the 16th day of June, 1997.

(SEAL)

Attest: Peter J. Deer — Mayor

Martha Heizer — City Clerk

APPROVED FOR FORM: /s/ R.S. Wetzler — R. S. Wetzler — City Attorney

(17820-1F)

ORDINANCE NO. 1673

AN ORDINANCE REZONING PROPERTY LOCATED ON THE WEST SIDE OF TOMAHAWK CREEK PARKWAY BETWEEN 115TH STREET AND PROPOSED 114TH STREET, APPROXIMATELY ONE-HALF MILE SOUTH OF COLLEGE BOULEVARD (FOR THE AMERICAN ACADEMY OF FAMILY PHYSICIANS), FROM AG (AGRICULTURAL) TO CP-0 (PLANNED OFFICE); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

All that part of the Northwest Quarter of Section 15, Township 13, Range 25 in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section 15; thence North 87 degrees 50 minutes 04 seconds East, along the North line of the Northwest Quarter of said Section 15, 450.04 feet, to a point 450 feet East of the West line thereof; thence South 1 degree 27 minutes 33 seconds East along a line 450 feet, East of and parallel to the West line of the Northwest Quarter of said Section 15, 1499.46 feet, to a point 1499.35 feet South of the North line thereof; thence North 87 degrees 50 minutes 04 seconds East along a line 1499.35 feet, South of and parallel to the North line of the Northwest Quarter of said Section 15, 331.14 feet, to a point on the West right-of-way line of Tomahawk Creek Parkway, as now established; thence Southerly along the West right-of-way line of said Tomahawk Creek Parkway being a curve to the left, having a radius of 1100.00 feet, a central angle of 5 degrees 15 minutes 30 seconds and whose initial target bearing is South 5 degrees 13 minutes 20 seconds West, 100.95 feet, to a point of tangency; thence South 0 degrees 02 minutes 10 seconds East, along the West right-of-way line of said Tomahawk Creek Parkway, 185.02 feet to a point of curvature; thence Southwesterly along the West right-of-way line of said Tomahawk Creek Parkway, being a curve to the right having a radius of 650 feet and a central angle of 74 degrees 39 minutes 40 seconds West, 847.00 feet to a point of tangent; thence South 74 degrees 37 minutes 30 seconds West, along the Northwesterly right-of-way line of said Tomahawk Creek Parkway, 284.25 feet to a point on the West line of the Northwest Quarter of said Section 15; thence North 1 degree 27 minutes 33 seconds West, along the West line of the Northwest Quarter of said Section 15, 959.14 feet, to a point 1499.35 feet South of the North line thereof; thence North 87 degrees 50 minutes 04 seconds East along a line 1499.35 feet South of and parallel to the North line of the Northwest Quarter of said Section 15, 450.03 feet to the True Point of Beginning.

AND

A tract of land being a part of Tract "C", LEAWOOD GREENWAY AND PARKS and a part of the right-of-way dedicated for Tomahawk Creek Parkway in the plat of LEAWOOD GREENWAY AND PARKS, a subdivision of land in the City of Leawood, Johnson County, Kansas, being described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section 15, Township 13 South, Range 25 East of the 6th Principal Meridian, City of Leawood, Johnson County, Kansas; thence North 01 degrees 27 minutes 33 seconds West, along the West line of said Northwest Quarter of Section 15-13-25, 69.14 feet, to the True Point of Beginning of the herein described tract of land; thence North 01 degree 27 minutes 33 seconds West, continuing along said West line of the Northwest Quarter of Section 15-13-25, 136.91 feet, to a point on the Northwesterly right-of-way line of Tomahawk Creek Parkway, as said right-of-way was established by the plat of LEAWOOD GREENWAY AND PARKS; thence North 74 degrees 37 minutes 30 seconds East, along said Northwesterly right-of-way line of Tomahawk Creek Parkway, 284.25 feet; thence Northeasterly and Northerly continuing along said Northwesterly right-of-way line of Tomahawk Creek Parkway, on a tangent curve to the left, having a radius of 650.00 feet, a central angle of 74 degrees 39 minutes 40 seconds and a chord bearing of North 37 degrees 17 minutes 40 seconds East, an arc distance of 847.00 feet, to a point of tangency; thence North 00 degrees 02 minutes 10 seconds West, continuing along said Northwesterly right-of-way line of Tomahawk Creek Parkway, 185.02 feet; thence Northeasterly continuing along said Northwesterly right-of-way line of Tomahawk Creek Parkway on a tangent curve to the right, having a radius of 1100.00 feet, a central angle of 5 degrees 15 minutes 54 seconds and a chord bearing of North 2 degrees 35 minutes 47 seconds East, an arc distance of 101.08 feet; thence Southeasterly along a nontangent curve to the left, having a radius of 1100.00 feet, a central angle of 21 degrees 44 minutes 11 seconds, a chord bearing of South 7 degrees 35 minutes 07 seconds East, an arc distance of 417.31 feet, to a point of tangency; thence South 18 degrees 27 minutes 12 seconds East, 163.25 feet; thence Southwesterly along a tangent curve to the right, having a radius of 364.00 feet, a central angle of 100 degrees 01 minutes 36 seconds and a chord bearing of South 31 degrees 33 minutes 38 seconds West, an arc distance of 635.47 feet, to a point of tangency; thence South 81 degrees 34 minutes 26 seconds West, 573.38 feet, to the True Point of Beginning.

now zoned AG, is hereby rezoned to CP-0.

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map

of the City in accordance with the above and foregoing changes in zoning.

Section 3. Reincorporation of Official Zoning Map as Amended. That the Official Zoning Map of the City, as amended by the provisions of this ordinance, is hereby reincorporated and declared to be the Official Zoning Map of the City as provided for and adopted pursuant to the provisions of Section 2-2 of the "Leawood Development Ordinance."

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 16th day of June, 1997.

Approved by the Mayor the 16th day of June, 1997.

(S E A L)

Peggy J. Dunn
Peggy J. Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R.S. Wetzler City Attorney

ORD1673

Publication Fees: $44.90

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1673--6/17/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

June 18, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$44.90

ORDINANCE NO. 1673

First published in The Legal Record, Tuesday, June 17, 1997.

ORDINANCE NO. 1673

AN ORDINANCE REZONING PROPERTY LOCATED ON THE WEST SIDE OF TOMAHAWK CREEK PARKWAY BETWEEN 115TH STREET AND PROPOSED 114TH STREET, APPROXIMATELY ONE-HALF MILE SOUTH OF COLLEGE BOULEVARD (FOR THE AMERICAN ACADEMY OF FAMILY PHYSICIANS), FROM AG (AGRICULTURAL) TO CP-0 (PLANNED OFFICE); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

All that part of the Northwest Quarter of Section 15, Township 13, Range 25 in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section 15; thence North 87 degrees 50 minutes 04 seconds East, along the North line of the Northwest Quarter of said Section 15, 450.04 feet, to a point 450 feet East of the West line thereof; thence South 1 degree 27 minutes 33 seconds East along a line 450 feet, East of and parallel to the West line of the Northwest Quarter of said Section 15, 1499.46 feet, to a point 1499.35 feet South of the North line thereof; thence North 87 degrees 50 minutes 04 seconds East along a line 1499.35 feet, South of and parallel to the North line of the Northwest Quarter of said Section 15, 331.14 feet, to a point on the West right-of-way line of Tomahawk Creek Parkway, as now established; thence Southerly along the West right-of-way line of said Tomahawk Creek Parkway being a curve to the left, having a radius of 1100.00 feet, a central angle of 5 degrees 15 minutes 30 seconds and whose initial target bearing is South 5 degrees 13 minutes 20 seconds West, 100.95 feet, to a point of tangency; thence South 0 degrees 02 minutes 10 seconds East, along the West right-of-way line of said Tomahawk Creek Parkway, 185.02 feet to a point of curvature; thence Southwesterly along the West right-of-way line of said Tomahawk Creek Parkway, being a curve to the right having a radius of 650 feet and a central angle of 74 degrees 39 minutes 40 seconds West, 847.00 feet to a point of tangent; thence South 74 degrees 37 minutes 30 seconds West, along the Northwesterly right-of-way line of said Tomahawk Creek Parkway, 284.25 feet to a point on the West line of the Northwest Quarter of said Section 15; thence North 1 degree 27 minutes 33 seconds West, along the West line of the Northwest Quarter of said Section 15, 959.14 feet, to a point 1499.35 feet South of the North line thereof; thence North 87 degrees 50 minutes 04 seconds East along a line 1499.35 feet South of and parallel to the North line of the Northwest Quarter of said Section 15, 450.03 feet to the True Point of Beginning.

AND

A tract of land being a part of Tract "C", LEAWOOD GREENWAY AND PARKS and a part of the right-of-way dedicated for Tomahawk Creek Parkway in the plat of LEAWOOD GREENWAY AND PARKS, a subdivision of land in the City of Leawood, Johnson County, Kansas, being described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section 15, Township 13 South, Range 25 East of the 6th Principal Meridian, City of Leawood, Johnson County, Kansas; thence North 01 degrees 27 minutes 33 seconds West, along the West line of said Northwest Quarter of Section 15-13-25, 69.14 feet, to the True Point of Beginning of the herein described tract of land; thence North 01 degree 27 minutes 33 seconds West, continuing along said West line of the Northwest Quarter of Section 15-13-25, 136.91 feet, to a point on the Northwesterly right-of-way line of Tomahawk Creek Parkway, as said right-of-way was established by the plat of LEAWOOD GREENWAY AND PARKS; thence North 74 degrees 37 minutes 30 seconds East, along said Northwesterly right-of-way line of Tomahawk Creek Parkway, 284.25 feet; thence Northeasterly and Northerly continuing along said Northwesterly right-of-way line of Tomahawk Creek Parkway, on a tangent curve to the left, having a radius of 650.00 feet, a central angle of 74 degrees 39 minutes 40 seconds and a chord bearing of North 37 degrees 17 minutes 40 seconds East, an arc distance of 847.00 feet, to a point of tangency; thence North 00 degrees 02 minutes 10 seconds West, continuing along said Northwesterly right-of-way line of Tomahawk Creek Parkway, 185.02 feet; thence Northeasterly continuing along said Northwesterly right-of-way line of Tomahawk Creek Parkway on a tangent curve to the right, having a radius of 1100.00 feet, a central angle of 5 degrees 15 minutes 54 seconds and a chord bearing of North 2 degrees 35 minutes 47 seconds East, an arc distance of 101.08 feet; thence Southeasterly along a nontangent curve to the left, having a radius of 1100.00 feet, a central angle of 21 degrees 44 minutes 11 seconds, a chord bearing of South 7 degrees 35 minutes 07 seconds East, an arc distance of 417.31 feet, to a point of tangency; thence South 18 degrees 27 minutes 12 seconds East, 163.25 feet; thence Southwesterly along a tangent curve to the right, having a radius of 364.00 feet, a central angle of 100 degrees 01 minutes 36 seconds and a chord bearing of South 31 degrees 33 minutes 38 seconds West, an arc distance of 635.47 feet, to a point of tangency; thence South 81 degrees 34 minutes 26 seconds West, 573.38 feet, to the True Point of Beginning.

now zoned AG, is hereby rezoned to CP-0.

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map of the City in accordance with the above and foregoi changes in zoning.

Section 3. Reincorporation of Official Zoning Map Amended. That the Official Zoning Map of the City, a amended by the provisions of this ordinance, is hereby rei corporated and declared to be the Official Zoning Map of th City as provided for and adopted pursuant to the provision of Section 2-2 of the "Leawood Development Ordinance."

Section 4. Take Effect. That this ordinance shall tak effect and be in force from and after its publication in th official City newspaper.

Passed by the Council the 16th day of June, 1997

Approved by the Mayor the 16th day of June, 1997

(S E A L)

Peggy J. Dunn — Mayor

Attest:

Martha Heizer — City Clerk

APPROVED FOR FORM:

R.S. Wetzler — City Attorney

ORDINANCE NO. 1672

AN ORDINANCE CONVEYING RIGHTS-OF-WAY TO CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY FOR PERMANENT SANITARY SEWER EASEMENTS TO CONSTRUCT A NEW SEWER MAIN ALONG THE NORTH SIDE OF THE SOUTH PARK, 147TH AND MISSION ROAD.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood, Kansas, does hereby grant permanent sanitary sewer easements to Consolidated Main Sewer District of Johnson County over and through the following premises in the County of Johnson in the State of Kansas, to wit:

A permanent sanitary sewer easement over strips of land 10.00 feet in width, over part of the South Half of Section 3, Township 14 South, Range 25 East, Johnson County, Kansas, lying 5.00 feet on each side of the following described centerline: Strip of land designated as Line AA on the following described centerline: Commencing at the Northwest corner of the Southwest Quarter of said Section 3; thence North 87°45'18" East, a distance of 437.16 feet to the POINT OF BEGINNING of Line AA; thence South 25°08'49" East, a distance of 106.19 feet; thence South 71°09'57" East, a distance of 230.08 feet; thence South 52°23'58" East, a distance of 492.18 feet; thence North 74°37'35" East, a distance of 233.41 feet; thence South 73°42'47" East, a distance of 275.52 feet to the POINT OF TERMINATION of Line AA.

Also, a temporary easement on designated Line AA having a width of 100.00 feet, extending Southerly 30.00 feet to the right and Northerly 70.00 feet to the left of the above centerline as described from the POINT OF BEGINNING of Line AA to the POINT OF TERMINATION of Line AA, except that part in Permanent Sanitary Sewer Easement.

AND

A permanent sanitary sewer easement over strips of land 10.00 feet in width, over part of the South Half of Section 3, Township 14 South, Range 25 East, Johnson County, Kansas, lying 5.00 feet on each side of the following described centerline: Strip of land designated as Line AA on the following described centerline: Commencing at the Northwest corner of the Southwest Quarter of said Section 3; thence North 87°45'18" East, a distance of 1559.60 feet; thence south 02°14'42" East, a distance of 530.47 feet to the POINT OF BEGINNING of Line AA; thence South 73°42'47" East, a distance of

266.43 feet; thence South 77°58'24" East, a distance of 457.97 feet; thence North 66°32'28" East, a distance of 368.60 feet, thence South 74°39'41" East, a distance of 48.31 feet to the POINT OF TERMINATION of Line AA.

Also, a temporary easement on designated Line AA having a width of 100.00 feet, extending Southerly 30.00 feet to the right and Northerly 70.00 feet to the left of the above centerline as described from the POINT OF BEGINNING of Line AA to the POINT OF TERMINATION of Line AA, except that part in Permanent Sanitary Sewer Easement.

Section 2. That copies of said easements are attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of April, 1997.

Approved by the Mayor the 21st day of April, 1997.

(S E A L)

Peggy Dunn
Peggy Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

ORD1672

Publication Fees: $28.54

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1672--4/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

April 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$28.54

ORDINANCE NO. 1672

First published in The Legal Record, Tuesday, April 22, 1997.

ORDINANCE NO. 1672

AN ORDINANCE CONVEYING RIGHTS-OF-WAY TO CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY FOR PERMANENT SANITARY SEWER EASEMENTS TO CONSTRUCT A NEW SEWER MAIN ALONG THE NORTH SIDE OF THE SOUTH PARK, 147TH AND MISSION ROAD.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood, Kansas, does hereby grant permanent sanitary sewer easements to Consolidated Main Sewer District of Johnson County over and through the following premises in the County of Johnson in the State of Kansas, to wit:

A permanent sanitary sewer easement over strips of land 10.00 feet in width, over part of the South Half of Section 3, Township 14 South, Range 25 East, Johnson County, Kansas, lying 5.00 feet on each side of the following described centerline: Strip of land designated as Line AA on the following described centerline: Commencing at the Northwest corner of the Southwest Quarter of said Section 3; thence North 87°45'18" East, a distance of 437.16 feet to the POINT OF BEGINNING of Line AA; thence South 25°08'49" East, a distance of 106.19 feet; thence South 71°09'57" East, a distance of 230.08 feet; thence South 52°23'58" East, a distance of 492.18 feet; thence North 74°37'35" East, a distance of 233.41 feet; thence South 73°42'47" East, a distance of 275.52 feet to the POINT OF TERMINATION of Line AA.

Also, a temporary easement on designated Line AA having a width of 100.00 feet, extending Southerly 30.00 feet to the right and Northerly 70.00 feet to the left of the above centerline as described from the POINT OF BEGINNING of Line AA to the POINT OF TERMINATION of Line AA, except that part in Permanent Sanitary Sewer Easement.

AND

A permanent sanitary sewer easement over strips of land 10.00 feet in width, over part of the South Half of Section 3, Township 14 South, Range 25 East, Johnson County, Kansas, lying 5.00 feet on each side of the following described centerline: Strip of land designated as Line AA on the following described centerline: Commencing at the Northwest corner of the Southwest Quarter of said Section 3; thence North 87°45'18" East, a distance of 1559.60 feet; thence south 02°14'42" East, a distance of 530.47 feet to the POINT OF BEGINNING of Line AA; thence South 73°42'47" East, a distance of 266.43 feet; thence South 77°58'24" East, a distance of 457.97 feet; thence North 66°32'28" East, a distance of 368.60 feet, thence South 74°39'41" East, a distance of 48.31 feet to the POINT OF TERMINATION of Line AA.

Also, a temporary easement on designated Line AA having a width of 100.00 feet, extending Southerly 30.00 feet to the right and Northerly 70.00 feet to the left of the above centerline as described from the POINT OF BEGINNING of Line AA to the POINT OF TERMINATION of Line AA, except that part in Permanent Sanitary Sewer Easement.

Section 2. That copies of said easements are attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of April, 1997.

Approved by the Mayor the 21st day of April, 1997.

SEAL

Peggy Dunn
Peggy Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler
R.S. Wetzler City Attorney

ORDINANCE NO. 1671 C

AN ORDINANCE AMENDING SECTIONS OF THE CODE OF THE CITY OF LEAWOOD RELATING TO MEMBERSHIP, TERMS, AND QUALIFICATIONS OF THE LEAWOOD ARTS COMMITTEE; AND REPEALING EXISTING SECTIONS.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Code Amended. That Section 1-601 of the Code of the City of Leawood is hereby amended to read as follows:

1-601. ESTABLISHMENT AND MEMBERSHIP. There is hereby established a Leawood Arts Committee consisting of 9 members appointed by the Mayor with the consent of the City Council, as set out in Section 1-602. The Mayor shall appoint, with the consent of the City Council, one member of the City Council who shall serve as Council liaison.

The term "Leawood Arts Committee" encompasses all the rights and privileges as the Leawood Arts Council would under State statute.

Section 2. Code Amended. That Section 1-602 of the Code of the City of Leawood is hereby amended to read as follows:

1-602. MEMBERSHIP TERMS AND QUALIFICATIONS. All members of the Arts Committee shall be residents of the City and shall serve without compensation. The Councilmember who shall serve as liaison shall be appointed annually, and the 9 Arts Committee members shall be appointed for a term of three years. Appointments will be from May to May. Whenever a vacancy appears, for whatever reason, appointment to fill the vacancy shall be by the Mayor, with the consent of the City Council, with the appointee serving the remainder of the unexpired term.

The Arts Committee shall elect its own chairperson who shall serve for a term of one year, and shall elect a vice-chairperson who shall serve as chairperson in the absence of the chairperson.

Section 3. Repeal of Existing Sections. That existing Sections 1-601 and 1-602 of the Code of the City of Leawood are hereby repealed. (Prior law: Ord. No. 1484C)

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of April, 1997.

Approved by the Mayor the 21st day of April, 1997.

(S E A L)

Peggy Dunn Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler

ORD1671C

Publication Fees: $22.91

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1671C--4/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

April 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

ORDINANCE NO. 1671C

First published in The Legal Record, Tuesday, April 22, 1997.

ORDINANCE NO. 1671 C

AN ORDINANCE AMENDING SECTIONS OF THE CODE OF THE CITY OF LEAWOOD RELATING TO MEMBERSHIP, TERMS, AND QUALIFICATIONS OF THE LEAWOOD ARTS COMMITTEE; AND REPEALING EXISTING SECTIONS.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Code Amended. That Section 1-601 of the Code of the City of Leawood is hereby amended to read as follows:

1-601. ESTABLISHMENT AND MEMBERSHIP. There is hereby established a Leawood Arts Committee consisting of 9 members appointed by the Mayor with the consent of the City Council, as set out in Section 1-602. The Mayor shall appoint, with the consent of the City Council, one member of the City Council who shall serve as Council liaison.

The term "Leawood Arts Committee" encompasses all the rights and privileges as the Leawood Arts Council would under State statute.

Section 2. Code Amended. That Section 1-602 of the Code of the City of Leawood is hereby amended to read as follows:

1-602. MEMBERSHIP TERMS AND QUALIFICATIONS. All members of the Arts Committee shall be residents of the City and shall serve without compensation. The Councilmember who shall serve as liaison shall be appointed annually, and the 9 Arts Committee members shall be appointed for a term of three years. Appointments will be from May to May. Whenever a vacancy appears, for whatever reason, appointment to fill the vacancy shall be by the Mayor, with the consent of the City Council, with the appointee serving the remainder of the unexpired term.

The Arts Committee shall elect its own chairperson who shall serve for a term of one year, and shall elect a vice-chairperson who shall serve as chairperson in the absence of the chairperson.

Section 3. Repeal of Existing Sections. That existing Sections 1-601 and 1-602 of the Code of the City of Leawood are hereby repealed. (Prior law: Ord. No. 1484C)

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 21st day of April, 1997.

Approved by the Mayor the 21st day of April, 1997.

(SEAL)

Peggy Dunn
Peggy Dunn Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R.S. Metzler

$22.91

ORDINANCE NO. 1670

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $6,945,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 1997-A, OF THE CITY OF LEAWOOD, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COST OF CERTAIN IMPROVEMENTS WITHIN THE CITY; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; MAKING PROVISION FOR THE COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND PROVIDING FOR EXECUTION OF CERTAIN AGREEMENTS IN CONNECTION THEREWITH.

WHEREAS, pursuant to K.S.A. 12-685, et seq., and K.S.A. 12-1736, each as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had the governing body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvements within the City:

(a) Construction of improvements to Mission Road between 95th Street and 103rd Street, including necessary appurtenances, pursuant to K.S.A. 12-685 et seq., and Ordinance No. 1330 (the "Mission Road Improvement");

(b) Construction of improvements to Nall Avenue between 119th Street and 135th Street, including necessary appurtenances, pursuant to K.S.A. 12-685 et seq., and Ordinance No. 1433 (the "Nall Avenue Improvement");

(c) Construction of improvements to 83rd Street between State Line Road and Wenonga Road, including necessary appurtenances, pursuant to K.S.A. 12-685 et seq. and Ordinance No. 1424 (the "83rd Street Improvement");

(d) Construction of improvements to the City's Municipal Pool Complex, pursuant to K.S.A. 12-1736 et seq., and Ordinance No. 1527 and (the "Municipal Pool Improvement"); and

(e) Construction of improvements to Leawood City Hall, pursuant to K.S.A. 12-1736 et seq., and Ordinance No. 1580 (the "City Hall Improvement");

(the Mission Road Improvement, the Nall Avenue Improvement, the 83rd Street Improvement, the Municipal Pool Improvement, and the City Hall Improvement herein collectively called the "Series 1997 Improvements";

and

WHEREAS, all legal requirements pertaining to the Series 1997 Improvements have been complied with, and the governing body of the City now finds and determines that the total cost of the Series 1997 Improvements including construction financing and related expenses is not less than $6,945,000 to be paid entirely by the City at large, and there are no funds available in the City treasury to pay the cost of the Series 1997 Improvements; and

WHEREAS, the governing body of the City is authorized by law to issue general obligation bonds of the City to finance the costs of the Series 1997 Improvements; and

WHEREAS, the governing body of the City hereby finds and determines that it is necessary and advisable to finance the cost of the Series 1997 Improvements and certain costs of such financing by the issuance of general obligation bonds of the City in the principal amount of $6,945,000 (the "Bonds") as herein provided;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the recitals and elsewhere in this Ordinance, the following words and terms as used in this Ordinance shall have the following meanings, unless some other meaning is plainly intended:

"Beneficial Owner" shall mean, whenever used with respect to a Bond herein authorized, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Bond Registrar" means the State Treasurer of the State of Kansas, in the City of Topeka, Kansas, and its successors or assigns.

"Bonds" means the City's General Obligation Improvement Bonds, Series 1997-A, dated April 15, 1997, in the original principal amount of $6,945,000.

"Cede & Co." shall mean Cede & Co., the nominee of the Depository, and any successor nominee of the Depository with respect to the Bonds.

"Continuing Disclosure Certificate" means the certificate executed by the City in the form attached hereto as Exhibit C.

"Cost of Issuance Fund" means the Series 1997 Cost of Issuance Fund created by Section 501 of this Ordinance.

"Depository" shall mean The Depository Trust Company of New York, New York.

"Improvement Fund" means the Series 1997 Improvement Fund created by Section 501 of this Ordinance.

"Ordinance" means this Ordinance as from time to time amended in accordance with the terms hereof.

"Participant" shall mean any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" means the State Treasurer of the State of Kansas, in the City of Topeka, Kansas, and its successors and assigns.

"Principal and Interest Fund" means the Principal and Interest Fund for the City of Leawood, Kansas General Obligation Improvement Bonds, Series 1997, created by Section 501 of this Ordinance.

"Representation Letter" shall mean the Representation Letter from the City and the Bond Registrar to the Depository with respect to the Bonds, substantially in the form attached to this Ordinance as Exhibit B.

"Underwriters" means George K. Baum & Company, Kansas City, Missouri, as manager, Prudential Securities Incorporated, PaineWebber Incorporated, Edward Jones and Everen Securities, Inc.

ARTICLE II

AUTHORIZATION OF THE BONDS

Section 201. Authorization of the Bonds. There are hereby authorized and directed to be issued an issue of bonds of the City designated "General Obligation Improvement Bonds, Series 1997-A", in the principal amount of $6,945,000 for the purpose of providing funds to finance the costs of the Series 1997 Improvements, as provided in this Ordinance.

Section 202. Security for the Bonds. The Bonds shall be and constitute the general obligations of the City, and the full faith and credit of the City is pledged to the payment of the principal of and interest on the Bonds as herein provided.

The Bonds shall be payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

Section 203. Details of the Bonds. The Bonds shall consist of fully registered certificated bonds without coupons in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be substantially in the form prescribed in Article IV hereof and Exhibit A attached hereto and shall be subject to registration, transfer and exchange as provided in Section 206 hereof. All of the Bonds shall be dated April 15, 1997, shall become due on September 1 (the "Principal Payment Dates") in the years and in the principal amounts (subject to optional redemption prior to maturity as provided in Article III hereof) and shall bear interest at the respective rates per annum as follows:

SERIES 1997-A SERIAL BONDS

Maturity Date	Principal Amount	Interest Rate	Maturity Date	Principal Amount	Interest Rate
1997	$145,000	6.00%	2007	$375,000	5.10%
1998	500,000	6.00	2008	375,000	5.20
1999	500,000	5.75	2009	375,000	5.25
2000	500,000	5.75	2010	375,000	5.35
2001	500,000	4.60	2011	375,000	5.40
2002	500,000	4.70	2012	85,000	5.40
2003	500,000	4.75	2013	85,000	5.50
2004	500,000	4.85	2014	85,000	5.50
2005	500,000	4.95	2015	85,000	5.50
2006	500,000	5.00	2016	85,000	5.50

The Bonds shall bear interest at the rates aforesaid (computed on the basis of a 360-day year composed of twelve 30-day months) from the date thereof or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 1997 (each an "Interest Payment Date"), to the persons in whose names the Bonds are registered on the books maintained by the Bond Registrar at the close of business on the 15th day of the month immediately preceding each Interest Payment Date (the "Record Date").

Section 204. Designation of Paying Agent and Bond Registrar. The State Treasurer of the State of Kansas, in the City of Topeka, Kansas, is hereby designated as the City's paying agent for the payment of principal of, premium, if any, and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent" and "Bond Registrar").

The Mayor and the City Clerk of the City are hereby authorized and empowered to execute on behalf of the City an agreement with the Paying Agent and Bond Registrar to act in the capacity of Bond Registrar and Paying Agent for the Bonds.

Section 205. Method and Place of Payment of Bonds. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent.

The principal of and premium, if any, on the Bonds shall be payable at the office of the Paying Agent upon presentation and surrender of such Bonds as they respectively become due.

The interest on the Bonds shall be payable to the order of the registered owners thereof mailed by the Paying Agent to the addresses of such registered owners as they appear on the registration books maintained by the Bond Registrar or at such other address provided in writing by such registered owner to the Bond Registrar prior to the Record Dates.

The Paying Agent and Bond Registrar shall keep in its office a record of payment of principal of, premium, if any, and interest on the Bonds.

Section 206. Registration, Transfer and Exchange of Bonds. The City covenants that it will, as long as any of the Bonds herein authorized remain outstanding, cause to be kept at the office of the Bond Registrar books for the registration, transfer and exchange of Bonds as herein provided.

Upon presentation of the necessary documents as hereinafter described, the Bond Registrar shall transfer or exchange any Bond or Bonds for new Bond or Bonds in an authorized denomination of the same series and maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange.

All 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 registered owner thereof or by the registered owner's duly authorized agent. In addition, all Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation.

Prior to delivery of any new Bond or Bonds to the transferee, the Bond Registrar shall register the same in the registration books kept by the Bond Registrar for such purpose and shall authenticate each Bond.

The City shall provide for the payment of the fees of the Bond Registrar for registration and transfer of the Bonds and the cost of printing a reasonable supply of registered bond blanks from the proceeds of the sale of the Bonds. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, shall be the responsibility of the bond owners.

The City, the Bond Registrar and the Paying Agent may deem and treat the person in whose name any Bond shall be registered as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and redemption premium, if any, and interest on said Bond and for all other purposes, and all such

payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

The Bond Registrar shall not be required to register, transfer or exchange Bonds for a period extending from the Record Date to the immediately following Interest Payment Date for the Bonds or to register, transfer or exchange any Bonds selected for redemption in whole or in part subsequent to the date notice of such redemption is given.

Section 207. Immobilization of Bonds by the Depository. (a) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon such initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of the Depository. The Bond Registrar and the City may treat the Depository (or its nominee) as the sole and exclusive owner of Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Bond Registrar nor the City shall be affected by any notice to the contrary. Neither the Bond Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, with respect to the accuracy of the records maintained by the Depository or any Participant, with respect to the payment by the Depository or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Ordinance, with respect to the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Depository as registered owner of the Bonds. So long as any Bond issued hereunder is registered in the name of Cede & Co., as nominee of the Depository, the Bond Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than the Depository (or its duly authorized agent) shall receive an authenticated bond for any separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (d) below and Section 206 hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain definitive bond certificates, the City may notify the Depository and the Bond Registrar, whereupon the Depository shall notify the Participants of the availability through the Depository of such certificates. In such event, the Bonds will be transferable in accordance with paragraph (d) below and Section 206 hereof. The Depository may determine to

discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Bond Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (d) below and Section 206 hereof.

(c) The Mayor and City Clerk are hereby authorized to execute and attest, respectively, and deliver the Representation Letter to the Depository in the form attached hereto as Exhibit B with such changes, omissions, insertions and revisions as the Mayor and the City Clerk shall deem advisable, and such execution of the Representation Letter by the Mayor and City Clerk shall be conclusive evidence of such approval. The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Bonds and Beneficial Owners and payments on the Bonds. The Bond Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its action under this Ordinance.

(d) In the event that any transfer or exchange of Bonds is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Bond Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of Section 206 of this Ordinance. In the event definitive bond certificates are issued to holders other than Cede & Co., its successor as nominee for the Depository as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such certificates and the method of payment of principal of and interest on such certificates.

Section 208. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar for cancellation pursuant to this Ordinance, upon payment of the principal amount thereof and interest thereon or for replacement pursuant to this Ordinance, such Bond shall be canceled by the Bond Registrar and the canceled Bond shall be returned to the City.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Bond Registrar may authenticate a new Bond of like date, series, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, however, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the City or the Bond Registrar, and, in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Bond Registrar and the City evidence of such loss, theft or destruction and an indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the City and Bond Registrar may pay the same without surrender thereof. The City and Bond Registrar may charge to the registered owner of such Bond their reasonable fees and expenses in connection with replacing such Bond or Bonds mutilated, stolen, lost or destroyed.

Section 210. Execution, Registration and Delivery of the Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual

or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same 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 shall be the proper officers to sign such Bond, although at the date of such Bond such persons may not have been such officers.

The Mayor of the City and the City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein before specified, to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer of the State of Kansas as provided by law, and, when duly executed and registered, to deliver or cause delivery of the Bonds to or upon the order of the Underwriters, upon receipt by the City of the purchase price of the Bonds determined in accordance with the contract established upon the acceptance of the proposal of the Underwriters by the City. The Mayor of the City and the City Clerk are also hereby further authorized to enter into an agreement with the Depository to have the executed, authenticated Bonds held in safe keeping prior to their delivery to the Underwriters.

The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit A attached hereto, which shall be executed by the manual or facsimile signature of the Bond Registrar. No Bond shall be entitled to any security or benefit under the Ordinance nor shall any Bond be valid or obligatory for any purpose unless and until such Certificate of Authentication thereon shall have 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 the Ordinance. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any 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.

ARTICLE III

REDEMPTION

Section 301. Redemption of Bonds. The Bonds shall be subject to redemption prior to maturity only as provided in this Section 301.

Bonds maturing on or after September 1, 2007 shall be subject to redemption and may be called for redemption and payment prior to maturity on September 1, 2006 and thereafter, in whole on any date or in part on any Interest Payment Date at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

In the case of a partial redemption of Bonds, the City may select Bonds of any particular maturity or maturities in such order and amounts as in its sole discretion it shall determine.

Section 302. Notice of Redemption. In the event the City shall elect to redeem and pay any of the Bonds prior to the maturity thereof pursuant to Section 301 hereof, the City shall give written notice of its intention to redeem and pay said Bonds on a specified date, the same being described by number, series and maturity, said notice to be mailed by prepaid United States registered or certified mail addressed to the Paying Agent and Bond Registrar, the Depository and the Underwriters, said notice to be mailed not less than 45 days prior to the redemption date.

The Paying Agent and Bond Registrar will send notice of redemption of Bonds to be redeemed pursuant to Section 301 hereof by first class mail to the registered owners of such Bonds as are to be redeemed, said notices to be mailed not less than 30 days prior to the date fixed for redemption.

Section 303. Selection of Bonds to Be Redeemed. Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the outstanding Bonds are to be redeemed and paid prior to maturity, the particular maturities of Bonds to be redeemed shall be determined by the City in its sole discretion, Bonds of less than a full maturity to be selected by the Paying Agent and Bond Registrar by lot in $5,000 units of face value in such equitable manner as the Paying Agent and Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any fully registered Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the owner of such fully registered Bond or the owner's duly authorized agent shall forthwith present and surrender such Bond to the Paying Agent and Bond Registrar (1) for payment of the redemption price (including the interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the same maturity, and in the aggregate principal amount of the unredeemed portion of the principal amount of such fully registered Bond. If the owner of any such fully registered Bond of a denomination greater than $5,000 shall fail to present such Bond to the Paying Agent and Bond Registrar for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only).

Section 304. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

ARTICLE IV

FORM OF THE BONDS

Section 401. Form of Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State of Kansas and shall contain information and recitals substantially as set forth in Exhibit A attached hereto 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 to 10-632, inclusive, as amended.

ARTICLE V

ESTABLISHMENT OF FUNDS;

Section 501. Creation of Funds. There are hereby created and ordered to be established in the treasury of the City the following separate funds to be known respectively as follows:

(a) Principal and Interest Fund for the City of Leawood, Kansas General Obligation Improvement Bonds, Series 1997 (the "Principal and Interest Fund");

(b) Series 1997 Improvement Fund (the "Improvement Fund");

(c) Series 1997 Cost of Issuance Fund (the "Cost of Issuance Fund").

Section 502. Administration of Funds. The Principal and Interest Fund and the Improvement Fund established pursuant to the authority of Section 501 hereof shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain outstanding and unpaid.

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 601. Disposition of Bond Proceeds and Other Moneys. The proceeds received from the sale of the Bonds, including any premium and accrued interest thereon, shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) There shall be deposited in the Principal and Interest Fund any amount received on account of accrued interest on the Bonds.

(b) There shall be deposited in the Cost of Issuance Fund in the sum of $69,250.00.

(c) The entire remaining balance of the proceeds of the Bonds (the sum of ($6,875,750.00) shall be deposited in the Improvement Fund.

Section 602. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be separately accounted for and attributed to each of the individual Series 1997 Improvements and shall be used solely to pay the cost of the Series 1997 Improvements, including the retirement of temporary notes of the City previously issued to provide interim financing for the Series 1997 Improvements, and, in the event funds on deposit in the Cost of Issuance Fund shall be insufficient for the purposes thereof, to pay costs of issuance of the Bonds. Upon completion of the Series 1997 Improvements and payment of all costs thereof, any moneys remaining in the Improvement Fund shall be deposited into the Principal and Interest Fund.

Section 603. Application of Moneys in the Cost of Issuance Fund. Moneys in the Cost of Issuance Fund shall be used and applied by the City to pay the cost of issuing the Bonds, including all printing, signing and mailing expenses, legal fees, accounting expenses, fees for ratings received on the Bonds and any fiscal fees incurred in marketing the Bonds. Any moneys remaining in the Cost of Issuance Fund on June 13, 1997, shall be transferred to the Improvement Fund.

ARTICLE VII

PAYMENT OF BONDS

Section 701. Levy of Taxes to Pay Bonds. The full faith, credit and resources of the City are hereby pledged to secure the payment of the principal of and interest on the Bonds as they severally become due and payable.

The governing body of the City shall make provision for the payment of said principal and interest on the Bonds by levying and collecting an annual tax on all taxable tangible property within the territorial limits of the City in amounts sufficient to pay the installments of said principal and interest on the Bonds as the same accrue and become payable.

Section 702. Transfer of Funds to Paying Agent. The Treasurer of the City is hereby authorized and directed to withdraw from the Principal and Interest Fund and transfer to the Paying Agent sums sufficient to pay the principal of and interest on the Bonds and the fees of the Paying Agent and Bond Registrar when the same become due. If, through lapse of time or otherwise, the owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City. 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 Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Sale of Bonds to Underwriters; Approval of Bond Purchase Agreement; Approval of Official Statement; Continuing Disclosure. The sale of the Bonds to the Underwriters

at a purchase price of 100% of the principal amount of the Bonds and accrued interest thereon to the date of delivery thereof to the Underwriters in accordance with the proposal submitted by them for the Bonds is hereby ratified and approved.

Distribution of the final Official Statement relating to the Bonds in substantially the form presented to the governing body of the City and the use thereof by the Underwriters of the Bonds is hereby approved, and the Mayor of the City and the City Clerk are hereby authorized to execute such Official Statement on behalf of the City, with such corrections, omissions, insertions or changes as they may approve.

The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, the form of which is attached hereto as Exhibit C. Notwithstanding any other provision of this Ordinance to the contrary, failure by the City to comply with the Continuing Disclosure Certificate shall not be considered a default or an event of default hereunder or on the Bonds; however, any registered owner of the Bonds or Participating Underwriter may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Certificate and this Section 801.

Section 802. Special Tax Covenants. The City covenants to comply with each and every provision of the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder (the "Code"), which is or may be applicable to the Bonds or state and local obligations of the same character as the Bonds authorized and issued hereunder; provided, that, the City shall not be required to comply with any such provision if the City shall be provided with an opinion of nationally recognized bond counsel to the effect that such compliance is not required and to the effect that the failure to comply with any such provision will not cause interest on the Bonds to be subject to federal income taxation.

In particular, the City shall complete the construction of the Series 1997 Improvements that are financed with the proceeds of the Bonds not later than that day which is three years after the earlier of (i) the date of issue of the Bonds or (ii) the date construction of such Series 1997 Improvements began.

The City further covenants and agrees that no portion of the gross proceeds of the Bonds will be used (on a basis different from use by members of the general public of the Series 1997 Improvements) directly or indirectly in any trade or business carried on by any person (including exempt persons) other than the City, any other political subdivision of the State of Kansas or any governmental unit of the State of Kansas, or to make any loan to any such person.

The City will comply with all applicable information reporting requirements of the Code.

Section 803. Arbitrage Covenant. The City covenants and agrees that it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purpose for which the Bonds are issued as hereinbefore set forth, and that no part of the proceeds of the Bonds shall be invested in any securities or obligations except for the temporary period pending such use,

nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Bonds, would have caused any of the Bonds to be or become "arbitrage bonds" within the meaning of Section 148 of the Code.

The City will abide by any applicable arbitrage rebate requirements of the Code; provided, that, the City shall not be required to abide by any such requirements if the City is provided with an opinion of nationally recognized bond counsel to the effect that such compliance is not required and to the effect that the failure of the City to abide by any such requirements will not cause the interest on the Bonds to be or become subject to federal income taxation.

Section 804. Authority to Redeem Outstanding Temporary Notes. The governing body hereby finds and determines that it is necessary and advisable to redeem and prepay the following described outstanding temporary notes of the City:

Project	Date Issued	Amount	Maturity Date
Project 126 - Mission Road 95th Street to 103rd Street	March 13, 1997	$ 100,000	November 20, 1997
Project 126 - Mission Road 95th Street to 103rd Street	November 11, 1996	200,000	August 7, 1997
Project 131 - Nall Avenue 119th Street to 135th Street	March 13, 1997	500,000	November 20, 1997
Project 131 - Nall Avenue 119th Street to 135th Street	November 11, 1996	400,000	August 7, 1997
Project 140 - 83rd Street	March 13, 1997	700,000	November 20, 1997
Project 140 - 83rd Street	November 11, 1996	1,600,000	August 7, 1997
Project 157 - City Hall Improvement	November 11, 1996	1,500,000	August 7, 1997
Project 160 - Municipal Pool Complex Improvement	March 13, 1997	1,200,000	November 20, 1997
Project 160 - Municipal Pool Complex Improvement	November 11, 1996	500,000	August 7, 1997

The City Clerk is hereby authorized to give notice in writing to the original purchaser(s) of said notes and to any known holder thereof by first class mail of the City's intention to redeem and to prepay the aforedescribed temporary notes on or prior to May 14, 1997, or by publication of

such notice, substantially in the form attached as Exhibit D hereto, at least once in the official newspaper of the City not less than 10 days prior to the date fixed for such redemption and prepayment.

Section 805. Severability. If any section or other part of this Ordinance shall for any reason be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 806. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 807. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City and publication in the official newspaper of the City.

PASSED by the governing body of the City of Leawood, Kansas this 21st day of April, 1997.

Approved by the Mayor this 21st day of April, 1997.

(Seal)

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM ~~AND CONTENT.~~

City Attorney

KC01 116868.3

EXHIBIT A

(FORM OF FULLY REGISTERED BOND)

UNITED STATES OF AMERICA
STATE OF KANSAS

Registered
No. R-

Registered
$_____

CITY OF LEAWOOD, KANSAS

GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 1997-A

Dated Date	Rate of Interest	Maturity Date	CUSIP No.
April 15, 1997	_____%	September 1, ____	_____

Registered Owner:

Principal Amount: _____ THOUSAND DOLLARS

THE CITY OF Leawood in the County of Johnson, State of Kansas (the "City"), for value received, hereby promises to pay to the registered owner hereof shown above, or registered assigns, upon presentation and surrender of this Bond, the Principal Amount identified above, on the Maturity Date shown above, and to pay interest thereon from the Dated Date set forth above or from the most recent Interest Payment Date to which interest has been paid or duly provided for as provided in the Ordinance of the City authorizing the issuance of the Bonds (the "Ordinance"), at the Rate of Interest per annum shown above, payable semiannually on March 1 and September 1 in each year, beginning September 1, 1997 (the "Interest Payment Dates"), until said Principal Amount shall have been paid.

The principal of and interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the State Treasurer of the State of Kansas, in the City of Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of this Bond shall be payable to the registered owner hereof upon presentation of this Bond at the maturity or redemption date to the Paying Agent for payment and cancellation. The interest on this Bond shall be mailed to the registered owner hereof at the address appearing on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month immediately preceding each Interest Payment Date (the "Record Date").

The Bonds are 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 pledged for the payment of the principal of and interest on this Bond and the series of which it is a part as the same respectively become due.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond has been duly registered in the office of the City Clerk and in the office of the State Treasurer of the State of Kansas.

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 said City, including this issue of Bonds, does not exceed any constitutional or statutory limitation.

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

IN WITNESS WHEREOF, the governing body of the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be imprinted hereon, all as of the Dated Date.

(facsimile seal)

CITY OF LEAWOOD, KANSAS

(manual/facsimile)
Mayor

ATTEST:
By (manual/facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 1997-A, of the City of Leawood, Kansas, described in the within-mentioned Ordinance.

Registration Date _____

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

By _____

Registration Number _____

FURTHER TERMS AND CONDITIONS

This Bond is one of an authorized series of bonds of the City designated "General Obligation Improvement Bonds, Series 1997-A," in the aggregate principal amount of $6,945,000 (the "Bonds") issued for the purpose of providing funds to finance the costs of certain public improvements within the City as identified in the Ordinance. 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 specifically, K.S.A. 12-685, et seq., and K.S.A. 12-1736 et seq., each as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Bonds of the series of which this Bond is a part becoming due on September 1, 2007 and thereafter may, at the option of the City, be redeemed and paid prior to maturity on September 1, 2006 and thereafter, as a whole on any date or in part on any Interest Payment Date, chosen in such manner as the City in its sole discretion shall determine (selection of Bonds within a given maturity to be by lot chosen by the Paying Agent and Bond Registrar in such equitable manner as it may determine), at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

Whenever Bonds are to be selected for the purpose of redemption, the Paying Agent and Bond Registrar shall, in the case of Bonds in denominations greater than $5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each $5,000 of face value of each such fully registered Bond as though it were a separate Bond of the denomination of $5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall give written notice of its intention to redeem and pay such Bonds on a specified date, the same being described by number, series and maturity, said notice to be mailed by prepaid United States registered or certified mail addressed to the Paying Agent and Bond Registrar, the Depository and the Underwriters of the Bonds, said notice to be mailed not less than 45 days prior to the redemption date. The Paying Agent and Bond Registrar will send notice of redemption by first class mail to the registered owners of said Bonds to be redeemed, said notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as aforesaid shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price hereinbefore specified.

The Bonds are issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. This Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same series and maturity of other authorized denominations upon and subject to the terms provided in the Ordinance.

The City and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

This Bond is transferable by the registered owner hereof in person or by the registered owner's agent duly authorized in writing, at the office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance and upon surrender and cancellation of this Bond. The City shall pay out of the proceeds of the Bonds 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.

LEGAL OPINION

I, the undersigned, City Clerk of the City of Leawood, Kansas, hereby certify that the following is a true and correct copy of the approving legal opinion of Bryan Cave LLP, attorneys at law, Kansas City, Missouri, on the within Bond and the issue of which it is a part, except that it omits the date of such opinion; that said opinion was manually executed and was dated and issued as of the date of delivery of and payment for the Bonds, and is on file in my office.

By _____(manual/facsimile)_____
City Clerk

[PRINTED LEGAL OPINION]

(FORM OF CITY CLERK'S CERTIFICATE)

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the undersigned, City Clerk of the City of Leawood, Kansas, hereby certify that the within Bond has been duly registered in my office according to law.

WITNESS my hand and official seal as of _____, 1997.

_____(manual/facsimile)_____
City Clerk

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: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular.

Signature Guaranteed By:

[Seal of Bank]

_____

_____

(Name of Eligible Guarantor Institution)

By _____

Title: _____

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, Sally Thompson, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law.

WITNESS my hand and official seal.

_____(manual/facsimile)_____

Treasurer of the State of Kansas

(facsimile seal)

EXHIBIT B

DTC REPRESENTATION LETTER

Exhibit B

BOOK-ENTRY-ONLY MUNICIPAL BONDS

Letter of Representations

[To be Completed by Issuer and Agent]

City of Leawood, Kansas
[Name of Issuer]

State Treasurer of the State of Kansas
[Name of Agent]

[Date]

Attention: Underwriting Department
The Depository Trust Company
55 Water Street; 50th Floor
New York, NY 10041-0099

Re: $6,945,000 City of Leawood, Kansas General Obligation Improvement Bonds, Series 1997-A
[Issue Description]

Ladies and Gentlemen:

This letter sets forth our understanding with respect to certain matters relating to the above-referenced issue (the "Bonds"). Agent will act as trustee, paying agent, fiscal agent, or other agent of Issuer with respect to the Bonds. The Bonds will be issued pursuant to a trust indenture, bond resolution, or other such document authorizing the issuance of the Bonds dated April 21, 1997 (the "Document"). George K. Baum & Company ["Underwriter"] is distributing the Bonds through The Depository Trust Company ("DTC").

To induce DTC to accept the Bonds as eligible for deposit at DTC, and to act in accordance with its Rules with respect to the Bonds, Issuer and Agent, if any, make the following representations to DTC:

1. Prior to closing on the Bonds on May 14, 1997, there shall be deposited with DTC one Bond certificate registered in the name of DTC's nominee, Cede & Co., for each stated maturity of the Bonds in the face amounts set forth on Schedule A hereto, the total of which represents 100% of the principal amount of such Bonds. If, however, the aggregate principal amount of any maturity exceeds $200 million, one certificate will be issued with respect to each $200 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount. Each Bond certificate shall bear the following legend:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to 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.

2. In the event of any solicitation of consents from or voting by holders of the Bonds, Issuer or Agent shall establish a record date for such purposes (with no provision for revocation of consents or votes by subsequent holders) and shall, to the extent possible, send notice of such record date to DTC not less than 15 calendar days in advance of such record date.

3. In the event of a full or partial redemption or an advance refunding of part of the outstanding Bonds, Issuer or Agent shall send a notice to DTC specifying: (a) the amount of the redemption or refunding; (b) in the case of a refunding, the maturity date(s) established under the refunding; and (c) the date such notice is to be mailed to beneficial owners or published (the "Publication Date"). Such notice shall be sent to DTC by a secure means (*e.g.*, legible telecopy, registered or certified mail, overnight delivery) in a timely manner designed to assure that such notice is in DTC's possession no later than the close of business on the business day before the Publication Date. Issuer or Agent shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a manifest or list of each CUSIP submitted in that transmission. (The party sending such notice shall have a method to verify subsequently the use of such means and the timeliness of such notice.) The Publication Date shall be not less than 30 days nor more than 60 days prior to the redemption date or, in the case of an advance refunding, the date that the proceeds are deposited in escrow.

4. In the event of an invitation to tender the Bonds, notice by Issuer or Agent to Bondholders specifying the terms of the tender and the Publication Date of such notice shall be sent to DTC by a secure means in the manner set forth in the preceding Paragraph.

5. All notices and payment advices sent to DTC shall contain the CUSIP number of the Bonds.

6. Notices to DTC pursuant to Paragraph 2 by telecopy shall be sent to DTC's Reorganization Department at (212) 709-6896 or (212) 709-6897, and receipt of such notices shall be confirmed by telephoning (212) 709-6870. Notices to DTC pursuant to Paragraph 2 by mail or by any other means shall be sent to:

Supervisor; Proxy
Reorganization Department
The Depository Trust Company
7 Hanover Square; 23rd Floor
New York, NY 10004-2695

7. Notices to DTC pursuant to Paragraph 3 by telecopy shall be sent to DTC's Call Notification Department at (516) 227-4164 or (516) 227-4190. If the party sending the notice does not receive a telecopy receipt from DTC confirming that the notice has been received, such party shall telephone (516) 227-4070. Notices to DTC pursuant to Paragraph 3 by mail or by any other means shall be sent to:

Call Notification Department
The Depository Trust Company
711 Stewart Avenue
Garden City, NY 11530-4719

8. Notices to DTC pursuant to Paragraph 4 and notices of other actions (including mandatory tenders, exchanges, and capital changes) by telecopy shall be sent to DTC's Reorganization Department at (212) 709-1093 or (212) 709-1094, and receipt of such notices shall be confirmed by telephoning (212) 709-6884. Notices to DTC pursuant to the above by mail or by any other means shall be sent to:

Manager; Reorganization Department
Reorganization Window
The Depository Trust Company
7 Hanover Square; 23rd Floor
New York, NY 10004-2695

9. Agent must provide DTC, no later than noon (Eastern Time) on the payment date, CUSIP numbers for each issue for which payment is being sent, as well as the dollar amount of the payment for each issue. Notification of payment details should be sent using automated communications.

10. Interest payments and principal payments that are part of periodic principal-and-interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than 2:30 p.m. (Eastern Time) on each payment date (in accordance with existing arrangements between Issuer or Agent and DTC). Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired as follows:

The Chase Manhattan Bank
ABA 021000021
For credit to A/C The Depository Trust Company
Dividend Deposit Account 066-026776

Issuer or Agent shall provide interest payment information to a standard announcement service subscribed to by DTC. In the unlikely event that no such service exists, Issuer agrees that it or Agent shall provide this information directly to DTC in advance of the interest record date as soon as the information is available. This information should be conveyed directly to DTC electronically. If electronic transmission is not available, absent any other arrangements between Issuer or Agent and DTC, such information should be sent by telecopy to DTC's Dividend Department at (212) 709-1723 or (212) 709-1686, and receipt of such notices shall be confirmed by telephoning (212) 709-1270. Notices to DTC pursuant to the above by mail or by any other means shall be sent to:

Manager; Announcements
Dividend Department
The Depository Trust Company
7 Hanover Square; 22nd Floor
New York, NY 10004-2695

11. DTC shall receive maturity and redemption payments allocated with respect to each CUSIP number on the payable date in same-day funds by 2:30 p.m. (Eastern Time). Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired as follows:

The Chase Manhattan Bank
ABA 021000021
For credit to A/C The Depository Trust Company
Redemption Account 066-027306

12. DTC shall receive all reorganization payments and CUSIP-level detail resulting from corporate actions (such as tender offers, remarketings, or mergers) on the first payable date in

same-day funds by 2:30 p.m. (Eastern Time). Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired as follows:

The Chase Manhattan Bank
ABA 021000021
For credit to A/C The Depository Trust Company
Reorganization Account 066-027608

13. DTC may direct Issuer or Agent to use any other telephone number or address as the number or address to which notices or payments of interest or principal may be sent.

14. In the event of a redemption, acceleration, or any other similar transaction (*e.g.*, tender made and accepted in response to Issuer's or Agent's invitation) necessitating a reduction in the aggregate principal amount of Bonds outstanding or an advance refunding of part of the Bonds outstanding, DTC, in its discretion: (a) may request Issuer or Agent to issue and authenticate a new Bond certificate, or (b) may make an appropriate notation on the Bond certificate indicating the date and amount of such reduction in principal except in the case of final maturity, in which case the certificate will be presented to Issuer or Agent prior to payment if required.

15. In the event that Issuer determines that beneficial owners of Bonds shall be able to obtain certificated Bonds, Issuer or Agent shall notify DTC of the availability of Bond certificates. In such event, Issuer or Agent shall issue, transfer, and exchange Bond certificates in appropriate amounts, as required by DTC and others.

16. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to Issuer or Agent (at which time DTC will confirm with Issuer or Agent the aggregate principal amount of Bonds outstanding). Under such circumstances, at DTC's request Issuer and Agent shall cooperate fully with DTC by taking appropriate action to make available one or more separate certificates evidencing Bonds to any DTC Participant having Bonds credited to its DTC accounts.

17. Issuer: (a) understands that DTC has no obligation to, and will not, communicate to its Participants or to any person having an interest in the Bonds any information contained in the Bond certificate(s); and (b) acknowledges that neither DTC's Participants nor any person having an interest in the Bonds shall be deemed to have notice of the provisions of the Bond certificate(s) by virtue of submission of such certificate(s) to DTC.

18. Nothing herein shall be deemed to require Agent to advance funds on behalf of Issuer.

Notes:

A. If there is an Agent (as defined in this Letter of Representations), Agent, as well as Issuer, must sign this Letter. If there is no Agent, in signing this Letter Issuer itself undertakes to perform all of the obligations set forth herein.

B. Under Rules of the Municipal Securities Rulemaking Board relating to "good delivery," a municipal securities dealer must be able to determine the date that a notice of a partial call or of an advance refunding of a part of an issue is published (the "publication date"). The establishment of such a publication date is addressed in Paragraph 3 of the Letter.

C. Schedule B contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Received and Accepted:
THE DEPOSITORY TRUST COMPANY

By: _____
(Authorized Officer)

CC: Underwriter
Underwriter's Counsel

Very truly yours,

City of Leawood, Kansas
(Issuer)

By: _____
(Authorized Officer's Signature)

State Treasurer of the State of Kansas
(Agent)

By: _____
(Authorized Officer's Signature)

SCHEDULE A

(Describe Issue)

CUSIP	Principal Amount	Maturity Date	Interest Rate
	$145,000	9-1-97	6.00
	500,000	9-1-98	6.00
	500,000	9-1-99	5.75
	500,000	9-1-00	5.75
	500,000	9-1-01	4.60
	500,000	9-1-02	4.70
	500,000	9-1-03	4.75
	500,000	9-1-04	4.85
	500,000	9-1-05	4.95
	500,000	9-1-06	5.00
	375,000	9-1-07	5.10
	375,000	9-1-08	5.20
	375,000	9-1-09	5.25
	375,000	9-1-10	5.35
	375,000	9-1-11	5.40
	85,000	9-1-12	5.40
	85,000	9-1-13	5.50
	85,000	9-1-14	5.50
	85,000	9-1-15	5.50
	85,000	9-1-16	5.50

SAMPLE OFFICIAL STATEMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds $200 million, one certificate will be issued with respect to each $200 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

[6. Redemption notices shall be sent to Cede & Co. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. will consent or vote with respect to Securities. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments on the Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

EXHIBIT C

CONTINUING DISCLOSURE CERTIFICATE

Exhibit C

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Leawood, Kansas (the "Issuer") in connection with the issuance of $6,945,000 General Obligation Improvement Bonds, Series 1997-A (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____ adopted by the Governing Body of the Issuer on April 21, 1997 (the "Ordinance"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Dissemination Agent" shall mean Security Bank of Kansas City, Kansas City, Kansas, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Holders" shall mean either the registered owners of the Bonds, or, if the Bonds are registered in the name of Depository Trust Company or another recognized depository, any applicable participant in its depository system.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Currently, the following are National Repositories:

Bloomberg L.P.
Thomson Municipal Services
Kenny Information Systems
Moody's Investor Services
Disclosure Inc.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Agreement, there is no State Repository.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the Issuer's fiscal year (which currently would be December 31), commencing with the report for the 1997 Fiscal Year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if not available by that date.

(b) If the Issuer is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer shall send a notice to each Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and (if the Dissemination Agent is other than the Issuer)

(ii) file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) Annual Audited Financial Statements

(b) Other Operating Data of the Issuer, updated for the fiscal year then ended, in substantially the scope and form contained in the Official Statement dated April 21, 1997, relating to the Bonds set forth in the following tables:

1. FINANCIAL OVERVIEW - CITY OF LEAWOOD, KANSAS

2. DEBT STRUCTURE OF THE CITY

3. PROPERTY TAX - Assessed Valuation

4. PROPERTY TAX - Estimated Actual Valuation

5. PROPERTY TAX - Tax Levies

6. PROPERTY TAX - Tax Collections

7. PROPERTY TAX - Major Taxpayers

8. PROPERTY TAX - Sales Tax

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies.

2. non-payment related defaults.

3. modifications to rights of Bondholders.

4. Bond calls.

5. defeasances.

6. rating changes.

7. adverse tax opinions or events adversely affecting the tax-exempt status of the Bonds.

8. unscheduled draws on any Reserve Fund reflecting financial difficulties.

9. unscheduled draws on any Letter of Credit/Bond Insurance Policy, etc. reflecting financial difficulties.

10. substitution of the provider of any Letter of Credit/Bond Insurance Policy, or any failure by any Credit Bank/Insurer to perform on the Letter of Credit/ Bond Insurance Policy.

11. release, substitution or sale of property securing repayment of the Bonds.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would be material.

(c) If the Issuer determines that knowledge of the occurrence of a Listed Event would be material, the Issuer shall promptly file a notice of such occurrence with the National Repository or the Municipal Securities Rulemaking Board and each State Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Ordinance.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Security Bank of Kansas City, Kansas City, Kansas.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment

or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Holder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or wilful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 1997

ISSUER

City of Leawood, Kansas

By: _____

Acceptance of Dissemination Agent

The undersigned, for and on behalf of Security Bank of Kansas City, Kansas City, Kansas, hereby accepts the duties and responsibilities of Dissemination Agent as set forth in the above and foregoing Continuing Disclosure Certificate.

Date: _____, 1997

Security Bank of Kansas City

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Leawood, Kansas
Name of Bond Issue:	General Obligation Improvement Bonds, Series 1997-A dated April 15, 1997
Date of Issuance:	May __, 1997

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 801 of Ordinance No. _____ adopted April 21, 1997 by the Governing Body of the Issuer. The Issuer anticipates that the Annual Report will be filed by _____.

Date: _____

ISSUER

City of Leawood, Kansas

By: _____

[EXHIBIT D]

NOTICE OF REDEMPTION
TO THE HOLDERS OF
CITY OF LEAWOOD, KANSAS
_____ TEMPORARY NOTES
SERIES _____
DATED _____, 19__

Notice is hereby given to the holders of City of Leawood, Kansas (the "City") _____ Temporary Notes, Series _____ (_____) dated _____, 19____, in the aggregate principal amount of $_____ (the "Notes"), that in accordance with the provisions of Ordinance No. _____ (the "Ordinance") and the terms of said Notes, the City hereby exercises its right to redeem and pay said Notes in whole prior to the stated maturity thereof.

Redemption and payment of said Notes will be made on _____ day of _____, 1996, in accordance with the terms of said Ordinance and said Notes.

CITY OF LEAWOOD, KANSAS

Dated: _____, 1997

By:_____
City Clerk

ORD1670

Publication Fees: $339.78

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1670--4/22/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

April 23, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$339.78

ORDINANCE NO. 1670

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ORDINANCE NO. 1670

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $6,945,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 1997-A, OF THE CITY OF LEAWOOD, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COST OF CERTAIN IMPROVEMENTS WITHIN THE CITY; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; MAKING PROVISION FOR THE COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND PROVIDING FOR EXECUTION OF CERTAIN AGREEMENTS IN CONNECTION THEREWITH.

WHEREAS, pursuant to K.S.A. 12-685, et seq., and K.S.A. 12-1736, each as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had the governing body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvements within the City:

(a) Construction of improvements to Mission Road between 95th Street and 103rd Street, including necessary appurtenances, pursuant to K.S.A. 12-685 et seq., and Ordinance No. 1330 (the "Mission Road Improvement");

(b) Construction of improvements to Nall Avenue between 119th Street and 135th Street, including necessary appurtenances, pursuant to K.S.A. 12-685 et seq., and Ordinance No. 1433 (the "Nall Avenue Improvement");

(c) Construction of improvements to 83rd Street between State Line Road and Wenonga Road, including necessary appurtenances, pursuant to K.S.A. 12-685 et seq. and Ordinance No. 1424 (the "83rd Street Improvement");

(d) Construction of improvements to the City's Municipal Pool Complex, pursuant to K.S.A. 12-1736 et seq., and Ordinance No. 1527 and (the "Municipal Pool Improvement"); and

(e) Construction of improvements to Leawood City Hall, pursuant to K.S.A. 12-1736 et seq., and Ordinance No. 1580 (the "City Hall Improvement");

(the Mission Road Improvement, the Nall Avenue Improvement, the 83rd Street Improvement, the Municipal Pool Improvement, and the City Hall Improvement herein collectively called the "Series 1997 Improvements";

and

WHEREAS, all legal requirements pertaining to the Series 1997 Improvements have been complied with, and the governing body of the City now finds and determines that the total cost of the Series 1997 Improvements including construction financing and related expenses is not less than $6,945,000 to be paid entirely by the City at large, and there are no funds available in the City treasury to pay the cost of the Series 1997 Improvements; and

WHEREAS, the governing body of the City is authorized by law to issue general obligation bonds of the City to finance the costs of the Series 1997 Improvements; and

WHEREAS, the governing body of the City hereby finds and determines that it is necessary and advisable to finance the cost of the Series 1997 Improvements and certain costs of such financing by the issuance of general obligation bonds of the City in the principal amount of $6,945,000 (the "Bonds") as herein provided;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the recitals and elsewhere in this Ordinance, the following words and terms as used in this Ordinance shall have the following meanings, unless some other meaning is plainly intended:

"Beneficial Owner" shall mean, whenever used with respect to a Bond herein authorized, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Bond Registrar" means the State Treasurer of the State of Kansas, in the City of Topeka, Kansas, and its successors or assigns.

"Bonds" means the City's General Obligation Improvement Bonds, Series 1997-A, dated April 15, 1997, in the original principal amount of $6,945,000.

"Cede & Co." shall mean Cede & Co., the nominee of the Depository, and any successor nominee of the Depository with respect to the Bonds.

"Continuing Disclosure Certificate" means the certificate executed by the City in the form attached hereto as Exhibit C.

"Cost of Issuance Fund" means the Series 1997 Cost of Issuance Fund created by Section 501 of this Ordinance.

"Depository" shall mean The Depository Trust Company of New York, New York.

"Improvement Fund" means the Series 1997 Improvement Fund created by Section 501 of this Ordinance.

"Ordinance" means this Ordinance as from time to time amended in accordance with the terms hereof.

"Participant" shall mean any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" means the State Treasurer of the State of Kansas, in the City of Topeka, Kansas, and its successors and assigns.

"Principal and Interest Fund" means the Principal and Interest Fund for the City of Leawood, Kansas General Obligation Improvement Bonds, Series 1997, created by Section 501 of this Ordinance.

"Representation Letter" shall mean the Representation Letter from the City and the Bond Registrar to the Depository with respect to the Bonds, substantially in the form attached to this Ordinance as Exhibit B.

"Underwriters" means George K. Baum & Company, Kansas City, Missouri, as manager, Prudential Securities Incorporated, PaineWebber Incorporated, Edward Jones and Everen Securities, Inc.

ARTICLE II

AUTHORIZATION OF THE BONDS

Section 201. Authorization of the Bonds. There are hereby authorized and directed to be issued an issue of bonds of the City designated "General Obligation Improvement Bonds, Series 1997-A", in the principal amount of $6,945,000 for the purpose of providing funds to finance the costs of the Series 1997 Improvements, as provided in this Ordinance.

Section 202. Security for the Bonds. The Bonds shall be and constitute the general obligations of the City, and the full faith and credit of the City is pledged to the payment of the principal of and interest on the Bonds as herein provided.

The Bonds shall be payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

Section 203. Details of the Bonds. The Bonds shall consist of fully registered certificated bonds without coupons in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be substantially in the form prescribed in Article IV hereof and Exhibit A attached hereto and shall be subject to registration, transfer and exchange as provided in Section 206 hereof. All of the Bonds shall be dated April 15, 1997, shall become due on September 1 (the "Principal Payment Dates") in the years and in the principal amounts (subject to optional redemption prior to maturity as provided in Article III hereof) and shall bear interest at the respective rates per annum as follows:

SERIES 1997-A SERIAL BONDS

Maturity Date	Principal Amount	Interest Rate	Maturity Date	Principal Amount	Interest Rate
1997	$145,000	6.00%	2007	$375,000	5.10%
1998	500,000	6.00	2008	375,000	5.20
1999	500,000	5.75	2009	375,000	5.25
2000	500,000	5.75	2010	375,000	5.35
2001	500,000	4.60	2011	375,000	5.40
2002	500,000	4.70	2012	85,000	5.40
2003	500,000	4.75	2013	85,000	5.50
2004	500,000	4.85	2014	85,000	5.50
2005	500,000	4.95	2015	85,000	5.50
2006	500,000	5.00	2016	85,000	5.50

The Bonds shall bear interest at the rates aforesaid (computed on the basis of a 360-day year composed of twelve 30-day months) from the date thereof or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 1997 (each an "Interest Payment Date"), to the persons in whose names the Bonds are registered on the books maintained by the Bond Registrar at the close of business on the 15th day of the month immediately preceding each Interest Payment Date (the "Record Date").

Section 204. Designation of Paying Agent and Bond Registrar. The State Treasurer of the State of Kansas, in the City of Topeka, Kansas, is hereby designated as the City's paying agent for the payment of principal of, premium, if any, and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent" and "Bond Registrar").

The Mayor and the City Clerk of the City are hereby authorized and empowered to execute on behalf of the City an agreement with the Paying Agent and Bond Registrar to act in the capacity of Bond Registrar and Paying Agent for the Bonds.

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Section 205. Method and Place of Payment of Bonds. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent.

The principal of and premium, if any, on the Bonds shall be payable at the office of the Paying Agent upon presentation and surrender of such Bonds as they respectively become due.

The interest on the Bonds shall be payable to the order of the registered owners thereof mailed by the Paying Agent to the addresses of such registered owners as they appear on the registration books maintained by the Bond Registrar or at such other address provided in writing by such registered owner to the Bond Registrar prior to the Record Dates.

The Paying Agent and Bond Registrar shall keep in its office a record of payment of principal of, premium, if any, and interest on the Bonds.

Section 206. Registration, Transfer and Exchange of Bonds. The City covenants that it will, as long as any of the Bonds herein authorized remain outstanding, cause to be kept at the office of the Bond Registrar books for the registration, transfer and exchange of Bonds as herein provided.

Upon presentation of the necessary documents as hereinafter described, the Bond Registrar shall transfer or exchange any Bond or Bonds for new Bond or Bonds in an authorized denomination of the same series and maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange.

All 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 registered owner thereof or by the registered owner's duly authorized agent. In addition, all Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation.

Prior to delivery of any new Bond or Bonds to the transferee, the Bond Registrar shall register the same in the registration books kept by the Bond Registrar for such purpose and shall authenticate each Bond.

The City shall provide for the payment of the fees of the Bond Registrar for registration and transfer of the Bonds and the cost of printing a reasonable supply of registered bond blanks from the proceeds of the sale of the Bonds. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, shall be the responsibility of the bond owners.

The City, the Bond Registrar and the Paying Agent may deem and treat the person in whose name any Bond shall be registered as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and redemption premium, if any, and interest on said Bond and for all other purposes, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

The Bond Registrar shall not be required to register, transfer or exchange Bonds for a period extending from the Record Date to the immediately following Interest Payment Date for the Bonds or to register, transfer or exchange any Bonds selected for redemption in whole or in part subsequent to the date notice of such redemption is given.

Section 207. Immobilization of Bonds by the Depository. (a) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon such initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of the Depository. The Bond Registrar and the City may treat the Depository (or its nominee) as the sole and exclusive owner of Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Bond Registrar nor the City shall be affected by any notice to the contrary. Neither the Bond Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, with respect to the accuracy of the records maintained by the Depository or any Participant, with respect to the payment by the Depository or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Ordinance, with respect to the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Depository as registered owner of the Bonds. So long as any Bond issued hereunder is registered in the name of Cede & Co., as nominee of the Depository, the Bond Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than the Depository (or its duly authorized agent) shall receive an authenticated bond for any separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (d) below and Section 206 hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain definitive bond certificates, the City may notify the Depository and the Bond Registrar, whereupon the Depository shall notify the Participants of the availability through the Depository of such certificates. In such event, the Bonds will be transferable in accordance with paragraph (d) below and Section 206 hereof. The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Bond Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (d) below and Section 206 hereof.

(c) The Mayor and City Clerk are hereby authorized to execute and attest, respectively, and deliver the Representation Letter to the Depository in the form attached hereto as Exhibit B with such changes, omissions, insertions and revisions as the Mayor and the City Clerk shall deem advisable, and such execution of the Representation Letter by the Mayor and City Clerk shall be conclusive evidence of such approval. The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Bonds and Beneficial Owners and payments on the Bonds. The Bond Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its action under this Ordinance.

(d) In the event that any transfer or exchange of Bonds is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Bond Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of Section 206 of this Ordinance. In the event definitive bond certificates are issued to holders other than Cede & Co., its successor as nominee for the Depository as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such certificates and the method of payment of principal of and interest on such certificates.

Section 208. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar for cancellation pursuant to this Ordinance, upon payment of the principal amount thereof and interest thereon or for replacement pursuant to this Ordinance, such Bond shall be canceled by the Bond Registrar and the canceled Bond shall be returned to the City.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Bond Registrar may authenticate a new Bond of like date, series, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, however, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the City or the Bond Registrar, and, in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Bond Registrar and the City evidence of such loss, theft or destruction and an indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the City and Bond Registrar may pay the same without surrender thereof. The City and Bond Registrar may charge to the registered owner of such Bond their reasonable fees and expenses in connection with replacing such Bond or Bonds mutilated, stolen, lost or destroyed.

Section 210. Execution, Registration and Delivery of the Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same 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 shall be the proper officers to sign such Bond, although at the date of such Bond such persons may not have been such officers.

The Mayor of the City and the City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein before specified, to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer of the State of Kansas as provided by law, and, when duly executed and registered, to deliver or cause delivery of the Bonds to or upon the order of the Underwriters, upon receipt by the City of the purchase price of the Bonds determined in accordance with the contract established upon the acceptance of the proposal of the Underwriters by the City. The Mayor of the City and the City Clerk are also hereby further authorized to enter into an agreement with the Depository to have the executed, authenticated Bonds held in safe keeping prior to their delivery to the Underwriters.

The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit A attached hereto, which shall be executed by the manual or facsimile signature of the Bond Registrar. No Bond shall be entitled to any security or benefit under the Ordinance nor shall any Bond be valid or obligatory for any purpose unless and until such Certificate of Authentication thereon shall have 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 the Ordinance. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any 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.

ARTICLE III

REDEMPTION

Section 301. Redemption of Bonds. The Bonds shall be subject to redemption prior to maturity only as provided in this Section 301.

Bonds maturing on or after September 1, 2007 shall be subject to redemption and may be called for redemption and payment prior to maturity on September 1, 2006 and thereafter, in whole on any date or in part on any Interest Payment Date at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

In the case of a partial redemption of Bonds, the City may select Bonds of any particular maturity or maturities in such order and amounts as in its sole discretion it shall determine.

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Section 302. Notice of Redemption. In the event the City shall elect to redeem and pay any of the Bonds prior to the maturity thereof pursuant to Section 301 hereof, the City shall give written notice of its intention to redeem and pay said Bonds on a specified date, the same being described by number, series and maturity, said notice to be mailed by prepaid United States registered or certified mail addressed to the Paying Agent and Bond Registrar, the Depository and the Underwriters, said notice to be mailed not less than 45 days prior to the redemption date.

The Paying Agent and Bond Registrar will send notice of redemption of Bonds to be redeemed pursuant to Section 301 hereof by first class mail to the registered owners of such Bonds as are to be redeemed, said notices to be mailed not less than 30 days prior to the date fixed for redemption.

Section 303. Selection of Bonds to Be Redeemed. Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the outstanding Bonds are to be redeemed and paid prior to maturity, the particular maturities of Bonds to be redeemed shall be determined by the City in its sole discretion, Bonds of less than a full maturity to be selected by the Paying Agent and Bond Registrar by lot in $5,000 units of face value in such equitable manner as the Paying Agent and Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any fully registered Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the owner of such fully registered Bond or the owner's duly authorized agent shall forthwith present and surrender such Bond to the Paying Agent and Bond Registrar (1) for payment of the redemption price (including the interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the same maturity, and in the aggregate principal amount of the unredeemed portion of the principal amount of such fully registered Bond. If the owner of any such fully registered Bond of a denomination greater than $5,000 shall fail to present such Bond to the Paying Agent and Bond Registrar for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only).

Section 304. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

ARTICLE IV

FORM OF THE BONDS

Section 401. Form of Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State of Kansas and shall contain information and recitals substantially as set forth in Exhibit A attached hereto 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 to 10-632, inclusive, as amended.

ARTICLE V

ESTABLISHMENT OF FUNDS;

Section 501. Creation of Funds. There are hereby created and ordered to be established in the treasury of the City the following separate funds to be known respectively as follows:

(a) Principal and Interest Fund for the City of Leawood, Kansas General Obligation Improvement Bonds, Series 1997 (the "Principal and Interest Fund");

(b) Series 1997 Improvement Fund (the "Improvement Fund");

(c) Series 1997 Cost of Issuance Fund (the "Cost of Issuance Fund").

Section 502. Administration of Funds. The Principal and Interest Fund and the Improvement Fund established pursuant to the authority of Section 501 hereof shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain outstanding and unpaid.

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 601. Disposition of Bond Proceeds and Other Moneys. The proceeds received from the sale of the Bonds, including any premium and accrued interest thereon, shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) There shall be deposited in the Principal and Interest Fund any amount received on account of accrued interest on the Bonds.

(b) There shall be deposited in the Cost of Issuance Fund in the sum of $69,250.00.

(c) The entire remaining balance of the proceeds of the Bonds (the sum of ($6,875,750.00) shall be deposited in the Improvement Fund.

Section 602. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be separately accounted for and attributed to each of the individual Series 1997 Improvements and shall be used solely to pay the cost of the Series 1997 Improvements, including the retirement of temporary notes of the City previously issued to provide interim financing for the Series 1997 Improvements, and, in the event funds on deposit in the Cost of Issuance Fund shall be insufficient for the purposes thereof, to pay costs of issuance of the Bonds. Upon completion of the Series 1997 Improvements and payment of all costs thereof, any moneys remaining in the Improvement Fund shall be deposited into the Principal and Interest Fund.

Section 603. Application of Moneys in the Cost of Issuance Fund. Moneys in the Cost of Issuance Fund shall be used and applied by the City to pay the cost of issuing the Bonds, including all printing, signing and mailing expenses, legal fees, accounting expenses, fees for ratings received on the Bonds and any fiscal fees incurred in marketing the Bonds. Any moneys remaining in the Cost of Issuance Fund on June 13, 1997, shall be transferred to the Improvement Fund.

ARTICLE VII

PAYMENT OF BONDS

Section 701. Levy of Taxes to Pay Bonds. The full faith, credit and resources of the City are hereby pledged to secure the payment of the principal of and interest on the Bonds as they severally become due and payable.

The governing body of the City shall make provision for the payment of said principal and interest on the Bonds by levying and collecting an annual tax on all taxable tangible property within the territorial limits of the City in amounts sufficient to pay the installments of said principal and interest on the Bonds as the same accrue and become payable.

Section 702. Transfer of Funds to Paying Agent. The Treasurer of the City is hereby authorized and directed to withdraw from the Principal and Interest Fund and transfer to the Paying Agent sums sufficient to pay the principal of and interest on the Bonds and the fees of the Paying Agent and Bond Registrar when the same become due. If, through lapse of time or otherwise, the owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City. 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 Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Sale of Bonds to Underwriters; Approval of Bond Purchase Agreement; Approval of Official Statement; Continuing Disclosure. The sale of the Bonds to the Underwriters at a purchase price of 100% of the principal amount of the Bonds and accrued interest thereon to the date of delivery thereof to the Underwriters in accordance with the proposal submitted by them for the Bonds is hereby ratified and approved.

Distribution of the final Official Statement relating to the Bonds in substantially the form presented to the governing body of the City and the use thereof by the Underwriters of the Bonds is hereby approved, and the Mayor of the City and the City Clerk are hereby authorized to execute such Official Statement on behalf of the City, with such corrections, omissions, insertions or changes as they may approve.

The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, the form of which is attached hereto as Exhibit C. Notwithstanding any other provision of this Ordinance to the contrary, failure by the City to comply with the Continuing Disclosure Certificate shall not be considered a default or an event of default hereunder or on the Bonds; however, any registered owner of the Bonds or Participating Underwriter may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Certificate and this Section 801.

Section 802. Special Tax Covenants. The City covenants to comply with each and every provision of the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder (the "Code"), which is or may be applicable to the Bonds or state and local obligations of the same character as the Bonds authorized and issued hereunder; provided, that, the City shall not be required to comply with any such provision if the City shall be provided with an opinion of nationally recognized bond counsel to the effect that such compliance is not required and to the effect that the failure to comply with any such provision will not cause interest on the Bonds to be subject to federal income taxation.

In particular, the City shall complete the construction of the Series 1997 Improvements that are financed with the proceeds of the Bonds not later than that day which is three years after the earlier of (i) the date of issue of the Bonds or (ii) the date construction of such Series 1997 Improvements began.

The City further covenants and agrees that no portion of the gross proceeds of the Bonds will be used (on a basis different from use by members of the general public of the Series 1997 Improvements) directly or indirectly in any trade or business carried on by any person (including exempt persons) other than the City, any other political subdivision of the State of Kansas or any governmental unit of the State of Kansas, or to make any loan to any such person.

The City will comply with all applicable information reporting requirements of the Code.

Section 803. Arbitrage Covenant. The City covenants and agrees that it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purpose for which the Bonds are issued as hereinbefore set forth, and that no part of the proceeds of the Bonds shall be invested in any securities or obligations except for the temporary period pending such use,

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Section 205. Method and Place of Payment of Bonds. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent.

The principal of and premium, if any, on the Bonds shall be payable at the office of the Paying Agent upon presentation and surrender of such Bonds as they respectively become due.

The interest on the Bonds shall be payable to the order of the registered owners thereof mailed by the Paying Agent to the addresses of such registered owners as they appear on the registration books maintained by the Bond Registrar or at such other address provided in writing by such registered owner to the Bond Registrar prior to the Record Dates.

The Paying Agent and Bond Registrar shall keep in its office a record of payment of principal of, premium, if any, and interest on the Bonds.

Section 206. Registration, Transfer and Exchange of Bonds. The City covenants that it will, as long as any of the Bonds herein authorized remain outstanding, cause to be kept at the office of the Bond Registrar books for the registration, transfer and exchange of Bonds as herein provided.

Upon presentation of the necessary documents as hereinafter described, the Bond Registrar shall transfer or exchange any Bond or Bonds for new Bond or Bonds in an authorized denomination of the same series and maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange.

All 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 registered owner thereof or by the registered owner's duly authorized agent. In addition, all Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation.

Prior to delivery of any new Bond or Bonds to the transferee, the Bond Registrar shall register the same in the registration books kept by the Bond Registrar for such purpose and shall authenticate each Bond.

The City shall provide for the payment of the fees of the Bond Registrar for registration and transfer of the Bonds and the cost of printing a reasonable supply of registered bond blanks from the proceeds of the sale of the Bonds. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, shall be the responsibility of the bond owners.

The City, the Bond Registrar and the Paying Agent may deem and treat the person in whose name any Bond shall be registered as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and redemption premium, if any, and interest on said Bond and for all other purposes, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

The Bond Registrar shall not be required to register, transfer or exchange Bonds for a period extending from the Record Date to the immediately following Interest Payment Date for the Bonds or to register, transfer or exchange any Bonds selected for redemption in whole or in part subsequent to the date notice of such redemption is given.

Section 207. Immobilization of Bonds by the Depository. (a) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon such initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of the Depository. The Bond Registrar and the City may treat the Depository (or its nominee) as the sole and exclusive owner of Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Bond Registrar nor the City shall be affected by any notice to the contrary. Neither the Bond Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, with respect to the accuracy of the records maintained by the Depository or any Participant, with respect to the payment by the Depository or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Ordinance, with respect to the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Depository as registered owner of the Bonds. So long as any Bond issued hereunder is registered in the name of Cede & Co., as nominee of the Depository, the Bond Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than the Depository (or its duly authorized agent) shall receive an authenticated bond for any separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (d) below and Section 206 hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain definitive bond certificates, the City may notify the Depository discontinue providing its services with respect to the Bonds at any time by giving notice to the C and the Bond Registrar and discharging its responsibilities with respect thereto under applica law. In such event the Bonds will be transferable in accordance with paragraph (d) below a Section 206 hereof.

(c) The Mayor and City Clerk are hereby authorized to execute and attest, respective and deliver the Representation Letter to the Depository in the form attached hereto as Exhibit with such changes, omissions, insertions and revisions as the Mayor and the City Clerk shall de advisable, and such execution of the Representation Letter by the Mayor and City Clerk shall conclusive evidence of such approval. The Representation Letter sets forth certain matters w respect to, among other things, notices, consents and approvals by registered owners of the Bo and Beneficial Owners and payments on the Bonds. The Bond Registrar shall have the sa rights with respect to its actions thereunder as it has with respect to its action under this Ordinan

(d) In the event that any transfer or exchange of Bonds is permitted under paragraph or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Bond Regist of the Bonds to be transferred or exchanged and appropriate instruments of transfer to permitted transferee in accordance with the provisions of Section 206 of this Ordinance. In event definitive bond certificates are issued to holders other than Cede & Co., its successor nominee for the Depository as holder of all the Bonds, or another securities depository as holder all the Bonds, the provisions of this Ordinance shall also apply to all matters relating there including, without limitation, the printing of such certificates and the method of payment principal of and interest on such certificates.

Section 208. Surrender and Cancellation of Bonds. Whenever any outstanding Bo shall be delivered to the Bond Registrar for cancellation pursuant to this Ordinance, upon paym of the principal amount thereof and interest thereon or for replacement pursuant to this Ordinan such Bond shall be canceled by the Bond Registrar and the canceled Bond shall be returned to City.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond mutilated, lost, stolen or destroyed, the City may execute and the Bond Registrar may authentic a new Bond of like date, series, maturity, denomination and interest rate as that mutilated, l stolen or destroyed; provided, however, that in the case of any mutilated Bond, such mutila Bond shall first be surrendered to the City or the Bond Registrar, and, in the case of any lost, sto or destroyed Bond there shall be first furnished to the Bond Registrar and the City evidence such loss, theft or destruction and an indemnity satisfactory to them. In the event any such Bo shall have matured, instead of issuing a duplicate Bond, the City and Bond Registrar may pay same without surrender thereof. The City and Bond Registrar may charge to the registered ow of such Bond their reasonable fees and expenses in connection with replacing such Bond or Bo mutilated, stolen, lost or destroyed.

Section 210. Execution, Registration and Delivery of the Bonds. Each of the Bon including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, sh be signed by the manual or facsimile signature of the Mayor of the City and attested by the man or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed the or imprinted thereon. In case any officer whose signature or facsimile thereof appears on Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsi thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person remained in office until delivery. Any Bond may be signed by such persons who at the actual t of the execution of such Bond shall be the proper officers to sign such Bond, although at the of such Bond such persons may not have been such officers.

The Mayor of the City and the City Clerk are hereby authorized and directed to prepare execute the Bonds in the manner herein before specified, to cause the Bonds to be registered in offices of the City Clerk and the State Treasurer of the State of Kansas as provided by law, when duly executed and registered, to deliver or cause delivery of the Bonds to or upon the o of the Underwriters, upon receipt by the City of the purchase price of the Bonds determine accordance with the contract established upon the acceptance of the proposal of the Underwr by the City. The Mayor of the City and the City Clerk are also hereby further authorized to e into an agreement with the Depository to have the executed, authenticated Bonds held in keeping prior to their delivery to the Underwriters.

The Bonds shall have endorsed thereon a Certificate of Authentication substantially in form set forth in Exhibit A attached hereto, which shall be executed by the manual or facsi signature of the Bond Registrar. No Bond shall be entitled to any security or benefit under Ordinance nor shall any Bond be valid or obligatory for any purpose unless and until s Certificate of Authentication thereon shall have been duly executed by the Bond Registrar. S executed Certificate of Authentication upon any Bond shall be conclusive evidence that such B has been duly authenticated and delivered under the Ordinance. The Certificate of Authentica on any Bond shall be deemed to have been duly executed if signed by any authorized office employee of the Bond Registrar, but it shall not be necessary that the same officer or emplo sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any time.

ARTICLE III

REDEMPTION

Section 301. Redemption of Bonds. The Bonds shall be subject to redemption prio maturity only as provided in this Section 301.

Bonds maturing on or after September 1, 2007 shall be subject to redemption and ma called for redemption and payment prior to maturity on September 1, 2006 and thereafter, in wh on any date or in part on any Interest Payment Date at the redemption price of 100% of principal amount thereof, plus accrued interest thereon to the date fixed for redemption, with premium.

In the case of a partial redemption of Bonds, the City may select Bonds of any partic maturity or maturities in such order and amounts as in its sole discretion it shall

CONTINUED FROM PAGE 22

nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Bonds, would have caused any of the Bonds to be or become "arbitrage bonds" within the meaning of Section 148 of the Code.

The City will abide by any applicable arbitrage rebate requirements of the Code; provided, that, the City shall not be required to abide by any such requirements if the City is provided with an opinion of nationally recognized bond counsel to the effect that such compliance is not required and to the effect that the failure of the City to abide by any such requirements will not cause the interest on the Bonds to be or become subject to federal income taxation.

Section 804. Authority to Redeem Outstanding Temporary Notes. The governing body hereby finds and determines that it is necessary and advisable to redeem and prepay the following described outstanding temporary notes of the City:

Project	Date Issued	Amount	Maturity Date
Project 126 - Mission Road 95th Street to 103rd Street	March 13, 1997	$ 100,000	November 20, 1997
Project 126 - Mission Road 95th Street to 103rd Street	November 11, 1996	200,000	August 7, 1997
Project 131 - Nall Avenue 119th Street to 135th Street	March 13, 1997	500,000	November 20, 1997
Project 131 - Nall Avenue 119th Street to 135th Street	November 11, 1996	400,000	August 7, 1997
Project 140 - 83rd Street	March 13, 1997	700,000	November 20, 1997
Project 140 - 83rd Street	November 11, 1996	1,600,000	August 7, 1997
Project 157 - City Hall Improvement	November 11, 1996	1,500,000	August 7, 1997
Project 160 - Municipal Pool Complex Improvement	March 13, 1997	1,200,000	November 20, 1997
Project 160 - Municipal Pool Complex Improvement	November 11, 1996	500,000	August 7, 1997

The City Clerk is hereby authorized to give notice in writing to the original purchaser(s) of said notes and to any known holder thereof by first class mail of the City's intention to redeem and to prepay the aforedescribed temporary notes on or prior to May 14, 1997, or by publication of such notice, substantially in the form attached as Exhibit D hereto, at least once in the official newspaper of the City not less than 10 days prior to the date fixed for such redemption and prepayment.

Section 805. Severability. If any section or other part of this Ordinance shall for any reason be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 806. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 807. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City and publication in the official newspaper of the City.

PASSED by the governing body of the City of Leawood, Kansas this 21st day of April, 1997.

Approved by the Mayor this 21st day of April, 1997.

(Seal)

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

(FORM OF FULLY REGISTERED BOND)

UNITED STATES OF AMERICA
STATE OF KANSAS

Registered
No. R-

Registered
$_____

CITY OF LEAWOOD, KANSAS

GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 1997-A

Dated Date	Rate of Interest	Maturity Date	CUSIP No.
April 15, 1997	_____%	September 1, ____	_____

Registered Owner:

Principal Amount: _____ THOUSAND DOLLARS

THE CITY OF Leawood in the County of Johnson, State of Kansas (the "City"), for value received, hereby promises to pay to the registered owner hereof shown above, or registered assigns, upon presentation and surrender of this Bond, the Principal Amount identified above, on the Maturity Date shown above, and to pay interest thereon from the Dated Date set forth above or from the most recent Interest Payment Date to which interest has been paid or duly provided for as provided in the Ordinance of the City authorizing the issuance of the Bonds (the "Ordinance"), at the Rate of Interest per annum shown above, payable semiannually on March 1 and September 1 in each year, beginning September 1, 1997 (the "Interest Payment Dates"), until said Principal Amount shall have been paid.

The principal of and interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the State Treasurer of the State of Kansas, in the City of Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of this Bond shall be payable to the registered owner hereof upon presentation of this Bond at the maturity or redemption date to the Paying Agent for payment and cancellation. The interest on this Bond shall be mailed to the registered owner hereof at the address appearing on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month immediately preceding each Interest Payment Date (the "Record Date").

The Bonds are 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 pledged for the payment of the principal of and interest on this Bond and the series of which it is a part as the same respectively become due.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond has been duly registered in the office of the City Clerk and in the office of the State Treasurer of the State of Kansas.

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 said City, including this issue of Bonds, does not exceed any constitutional or statutory limitation.

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

IN WITNESS WHEREOF, the governing body of the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be imprinted hereon, all as of the Dated Date.

(facsimile seal)

CITY OF LEAWOOD, KANSAS

(manual/facsimile)
Mayor

ATTEST:
By (manual/facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 1997-A, of the City of Leawood, Kansas, described in the within-mentioned Ordinance.

Registration Date _____

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

By_____

Registration Number _____

CONTINUED ON PAGE 24

CONTINUED FROM PAGE 23

FURTHER TERMS AND CONDITIONS

This Bond is one of an authorized series of bonds of the City designated "General Obligation Improvement Bonds, Series 1997-A," in the aggregate principal amount of $6,945,000 (the "Bonds") issued for the purpose of providing funds to finance the costs of certain public improvements within the City as identified in the Ordinance. 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 specifically, K.S.A. 12-685, et seq., and K.S.A. 12-1736 et seq., each as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Bonds of the series of which this Bond is a part becoming due on September 1, 2007 and thereafter may, at the option of the City, be redeemed and paid prior to maturity on September 1, 2006 and thereafter, as a whole on any date or in part on any Interest Payment Date, chosen in such manner as the City in its sole discretion shall determine (selection of Bonds within a given maturity to be by lot chosen by the Paying Agent and Bond Registrar in such equitable manner as it may determine), at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

Whenever Bonds are to be selected for the purpose of redemption, the Paying Agent and Bond Registrar shall, in the case of Bonds in denominations greater than $5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each $5,000 of face value of each such fully registered Bond as though it were a separate Bond of the denomination of $5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall give written notice of its intention to redeem and pay such Bonds on a specified date, the same being described by number, series and maturity, said notice to be mailed by prepaid United States registered or certified mail addressed to the Paying Agent and Bond Registrar, the Depository and the Underwriters of the Bonds, said notice to be mailed not less than 45 days prior to the redemption date. The Paying Agent and Bond Registrar will send notice of redemption by first class mail to the registered owners of said Bonds to be redeemed, said notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as aforesaid shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price hereinbefore specified.

The Bonds are issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. This Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same series and maturity of other authorized denominations upon and subject to the terms provided in the Ordinance.

The City and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

This Bond is transferable by the registered owner hereof in person or by the registered owner's agent duly authorized in writing, at the office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance and upon surrender and cancellation of this Bond. The City shall pay out of the proceeds of the Bonds 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.

LEGAL OPINION

I, the undersigned, City Clerk of the City of Leawood, Kansas, hereby certify that the following is a true and correct copy of the approving legal opinion of Bryan Cave LLP, attorneys at law, Kansas City, Missouri, on the within Bond and the issue of which it is a part, except that it omits the date of such opinion; that said opinion was manually executed and was dated and issued as of the date of delivery of and payment for the Bonds, and is on file in my office.

By _____(manual/facsimile)_____
City Clerk

[PRINTED LEGAL OPINION]

(FORM OF CITY CLERK'S CERTIFICATE)

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the undersigned, City Clerk of the City of Leawood, Kansas, hereby certify that the within Bond has been duly registered in my office according to law.

WITNESS my hand and official seal as of _____, 1997.

_____(manual/facsimile)_____
City Clerk

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: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular.

Signature Guaranteed By:

[Seal of Bank]

_____
(Name of Eligible Guarantor Institution)

By _____
Title: _____

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, Sally Thompson, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law.

WITNESS my hand and official seal.

_____(manual/facsimile)_____
Treasurer of the State of Kansas

(facsimile seal)

EXHIBIT B

DTC REPRESENTATION LETTER

EXHIBIT C

CONTINUING DISCLOSURE CERTIFICATE

[EXHIBIT D]

NOTICE OF REDEMPTION
TO THE HOLDERS OF
CITY OF LEAWOOD, KANSAS
_____ TEMPORARY NOTES
SERIES _____
DATED _____, 19__

Notice is hereby given to the holders of City of Leawood, Kansas (the "City") _____ Temporary Notes, Series _____ (_____) dated _____, 19___, in the aggregate principal amount of $_____ (the "Notes"), that in accordance with the provisions of Ordinance No. _____ (the "Ordinance") and the terms of said Notes, the City hereby exercises its right to redeem and pay said Notes in whole prior to the stated maturity thereof.

Redemption and payment of said Notes will be made on _____ day of _____, 1996, in accordance with the terms of said Ordinance and said Notes.

CITY OF LEAWOOD, KANSAS

Dated: _____, 1997

By:_____
City Clerk

ORDINANCE NO. 1669

AN ORDINANCE REZONING PROPERTY (PRICE CHOPPER) LOCATED AT THE NORTHEAST CORNER OF 135TH AND MISSION ROAD FROM AG (AGRICULTURAL) TO SD (CR) (SPECIAL DEVELOPMENT SUB-DISTRICT [COMMERCIAL-RETAIL]); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

All that part of the Southwest Quarter of Section 27, Township 13, Range 25, a subdivision of land now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the Southwest Quarter of said Section 27; thence North 2 degrees 01 minutes 04 seconds West, along the West line of the Southwest Quarter of said Section 27, a distance of 932.35 feet, to a point on the Westerly extension of the Northerly right-of-way line of proposed 133rd Street; thence North 87 degrees 58 minutes 56 seconds East, along a line perpendicular to the West line of the Southwest Quarter of said Section 27 and along the Northerly right-of-way line of proposed 133rd Street, a distance of 200 feet, to a point of curvature; thence Easterly and Northeasterly, along the Northerly right-of-way line of proposed 133rd Street, said line being on a curve to the left having a radius of 2814.79 feet and a central angle of 18 degrees 38 minutes 16 seconds, a distance of 915.62 feet, to a point of tangency; thence North 69 degrees 20 minutes 40 seconds East, along the Northerly right-of-way line of proposed 133rd Street, a distance of 150.45 feet, to a point on the Easterly right-of-way line of proposed Pawnee Drive; thence South 20 degrees 39 minutes 20 seconds East, along the Easterly right-of-way line of proposed Pawnee Drive, a distance of 61.25 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of proposed Pawnee Drive, said line being on a curve to the right having a radius of 1950 feet and a central angle of 18 degrees 19 minutes 02 seconds, a distance of 623.41 feet, to a point of tangency; thence South 2 degrees 20 minutes 18 seconds East, along the Easterly right-of-way line and its extension of said Pawnee Drive and along a line perpendicular to the South line of the Southwest Quarter of said Section 27, a distance of 450.09 feet, to a point on the South line of the Southwest Quarter of

said Section 27; thence South 87 degrees 39 minutes 42 seconds West, along the South line of the Southwest Quarter of said Section 27, a distance of 1366.47 feet, to the point of beginning, all subject to that part thereof dedicated for or to be dedicated for street purposes.

now zoned AG, is hereby rezoned to SD (CR).

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map of the City in accordance with the above and foregoing changes in zoning.

Section 3. Reincorporation of Official Zoning Map as Amended. That the Official Zoning Map of the City, as amended by the provisions of this ordinance, is hereby reincorporated and declared to be the Official Zoning Map of the City as provided for and adopted pursuant to the provisions of Section 2-2 of the "Leawood Development Ordinance".

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 7th day of April, 1997.

Approved by the Mayor the 7th day of April, 1997.

(S E A L)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R.S. Wetzler City Attorney

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

ORD1669

Publication Fees: $35.12

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1669--4/8/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

April 9, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$35.12

ORDINANCE NO. 1669

First published in The Legal Record, Tuesday, April 8, 1997.

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Passed by the Council the 7th day of April, 1997.

Approved by the Mayor the 7th day of April, 1997.

(S E A L)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler
R.S. Wetzler City Attorney

ORDINANCE NO. 1668

AN ORDINANCE REZONING PROPERTY LOCATED AT 143RD AND MISSION ROAD FROM AG (AGRICULTURAL) TO RP-A5 (PLANNED RURAL DENSITY SINGLE FAMILY RESIDENTIAL); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

> All of the N1/2 of the NE1/4 of Section 4; all of the SE1/4 of the NE1/4 of said Section 4 and all of the N1/2 of the NE1/4 of the SE1/4 of said Section 4, all in Township 14, Range 25, now in the City of Leawood, Johnson County, Kansas.

now zoned AG, is hereby rezoned to RP-A5.

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map of the City in accordance with the above and foregoing changes in zoning.

Section 3. Reincorporation of Official Zoning Map as Amended. That the Official Zoning Map of the City, as amended by the provisions of this ordinance, is hereby reincorporated and declared to be the Official Zoning Map of the City as provided for and adopted pursuant to the provisions of Section 2-2 of the "Leawood Development Ordinance."

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 31st day of March, 1997.

Approved by the Mayor the 31st day of March, 1997.

(S E A L)

Marcia Rinehart Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

ORD1668

Publication Fees: $17.82

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1668--4/1/1997

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

April 2, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

ORDINANCE NO. 1668

First published in The Legal Record, Tuesday, April 1, 1997.

ORDINANCE NO. 1668

AN ORDINANCE REZONING PROPERTY LOCATED AT 143RD AND MISSION ROAD FROM AG (AGRICULTURAL) TO RP-A5 (PLANNED RURAL DENSITY SINGLE FAMILY RESIDENTIAL); DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF LEAWOOD, KANSAS; AND REINCORPORATING SAID ZONING MAP.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Rezoning of Property. That the real estate hereinafter described, to wit:

All of the N1/2 of the NE1/4 of Section 4; all of the SE1/4 of the NE1/4 of said Section 4 and all of the N1/2 of the NE1/4 of the SE1/4 of said Section 4, all in Township 14, Range 25, now in the City of Leawood, Johnson County, Kansas.

now zoned AG, is hereby rezoned to RP-A5.

Section 2. Official Zoning Map Amended. That the Director of Planning and Development of the City of Leawood, Kansas, is hereby directed to amend the Official Zoning Map of the City in accordance with the above and foregoing changes in zoning.

Section 3. Reincorporation of Official Zoning Map as Amended. That the Official Zoning Map of the City, as amended by the provisions of this ordinance, is hereby reincorporated and declared to be the Official Zoning Map of the City as provided for and adopted pursuant to the provisions of Section 2-2 of the "Leawood Development Ordinance."

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 31st day of March, 1997.

Approved by the Mayor the 31st day of March, 1997.

(S E A L)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Watzlaf
City Attorney

$17.82

ORDINANCE NO. 1667

AN ORDINANCE ADOPTING THE 1997 MASTER DEVELOPMENT PLAN AND 135th STREET CORRIDOR PLAN.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood, in accordance with K.S.A. 12-747, hereby adopts the 1997 Master Development Plan and 135th Street Corridor Plan as approved by the Governing Body March 31,1997.

Section 2. That the City of Leawood Plan Commission, in accordance with K.S.A. 12-747, held a public hearing and passed a motion to recommend adoption of the 1997 Master Development Plan and 135th Street Corridor Plan on February 25,1997.

Section 3. That the official copy of said plan and map is on file in the City Clerk's office.

Section 4. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 31st day of March, 1997.

Approved by the Mayor the 31st day of March, 1997.

(SEAL)

Marcia Rinehart Mayor

Attest:

Martha Heizer City Clerk

APPROVED AS TO FORM:

R.S. Wetzler City Attorney

ORD1667

Publication Fees: $14.36

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1667--4/1/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

April 2, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

ORDINANCE NO. 1667

First published in The Legal Record, Tuesday, April 1, 1997.

ORDINANCE NO. 1667

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Section 1. That the City of Leawood, in accordance with K.S.A. 12-747, hereby adopts the 1997 Master Development Plan and 135th Street Corridor Plan as approved by the Governing Body March 31,1997.

Section 2. That the City of Leawood Plan Commission, in accordance with K.S.A. 12-747, held a public hearing and passed a motion to recommend adoption of the 1997 Master Development Plan and 135th Street Corridor Plan on February 25,1997.

Section 3. That the official copy of said plan and map is on file in the City Clerk's office.

Section 4. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 31st day of March, 1997.

Approved by the Mayor the 31st day of March, 1997.

(SEAL)

Marcia Rinehart
Marcia Rinehart — Mayor

Attest:

Martha Heizer
Martha Heizer — City Clerk

APPROVED AS TO FORM:
RS Wetzler — City Attorney

$14.36

ORDINANCE NO. 1666C

AN ORDINANCE AMENDING SECTIONS 3-113 AND 3-207 OF THE CODE OF THE CITY OF LEAWOOD RELATING TO CONSUMPTION AND POSSESSION OF CEREAL MALT BEVERAGES ON PUBLIC PROPERTY AND TO DRINKING ALCOHOLIC LIQUOR ON STREETS OR IN PUBLIC PLACES, RESPECTIVELY.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Code Amended. That Section 3-113 of the Code of the City of Leawood is hereby amended to read as follows:

3-113. CONSUMPTION, POSSESSION ON PUBLIC PROPERTY. (a) Except as provided in subsections (b) and (c), it shall be unlawful for any person to possess an open container or to consume any cereal malt beverage upon any sidewalk, public street, alley or any other public place within the City.

(b) The provisions of subsection (a) of this section shall not apply to the consumption of cereal malt beverage upon property owned by the City and operated as the Ironhorse Golf Club, including the clubhouse and eighteen-hole golf course; provided further, that no person shall possess or consume any cereal malt beverage at the Ironhorse Golf Club without the approval of the manager or person in charge of said Ironhorse Golf Club. The manager or person in charge of said Ironhorse Golf Club may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of cereal malt beverages at Ironhorse Golf Club.

(c) The provisions of subsection (a) of this section shall not apply to the consumption of cereal malt beverage upon property owned by the City and operated as the Leawood Community Center, including the lower level of City Hall; provided further, that no person shall possess or consume any cereal malt beverage at the Leawood Community Center without the approval of the Parks & Recreation Director or person in charge of said Leawood Community Center. The manager or person in charge of said Leawood Community Center may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of cereal malt beverage at Leawood Community Center.

Section 2. Code Amended. That Section 3-207 of the Code of the City of Leawood is hereby amended to read as follows:

3-207. DRINKING ON STREETS OR IN PUBLIC PLACES. (a) Except as provided in subsections (b) and (c), it shall be unlawful

for any person to drink or consume alcoholic liquor upon any public street or highway or thoroughfare; in beer parlors, taverns, pool halls, or places to which the general public has access, whether or not an admission or other fee is charged or collected; upon property owned by the state or any governmental subdivision thereof; or inside vehicles while upon a street, highway or other public thoroughfare.

(b) The provisions of subsection (a) shall not apply to the consumption of alcoholic liquor upon property owned by the City and operated as the Ironhorse Golf Club, including the clubhouse and eighteen-hole golf course; provided further, that no person shall possess or consume any alcoholic liquor at the Ironhorse Golf Club without the approval of the manager or person in charge of said Ironhorse Golf Club. The manager or person in charge of said Ironhorse Golf Club may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of alcoholic liquor at Ironhorse Golf Club.

(c) The provisions of subsection (a) of this section shall not apply to the consumption of alcoholic liquor upon property owned by the City and operated as the Leawood Community Center, including the lower level of City Hall; provided further, that no person shall possess or consume any alcoholic liquor at the Leawood Community Center without the approval of the Parks & Recreation Director or person in charge of said Leawood Community Center. The manager or person in charge of said Leawood Community Center may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of alcoholic liquor at Leawood Community Center.

Section 3. Repeal of Existing Sections. That existing Sections 3-113 and 3-207 of the Code of the City of Leawood are hereby repealed. (Prior law: Ord. No. 1505C)

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 10th day of March, 1997.

Approved by the Mayor the 10th day of March, 1997.

(S E A L)

Marcia Rinehart Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

ORD1666C

Publication Fees: $39.63

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least *weekly fifty (50) times a year, has been so published* continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and *entire issue for the following subject matter (also identified by* the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1666C--3/11/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

March 12, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$39.63

ORDINANCE NO. 1666C

First published in The Legal Record, Tuesday, March 11, 1997.

ORDINANCE NO. 1666C

AN ORDINANCE AMENDING SECTIONS 3-113 AND 3-207 OF THE CODE OF THE CITY OF LEAWOOD RELATING TO CONSUMPTION AND POSSESSION OF CEREAL MALT BEVERAGES ON PUBLIC PROPERTY AND TO DRINKING ALCOHOLIC LIQUOR ON STREETS OR IN PUBLIC PLACES, RESPECTIVELY.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Code Amended. That Section 3-113 of the Code of the City of Leawood is hereby amended to read as follows:

3-113. CONSUMPTION, POSSESSION ON PUBLIC PROPERTY. (a) Except as provided in subsections (b) and (c), it shall be unlawful for any person to possess an open container or to consume any cereal malt beverage upon any sidewalk, public street, alley or any other public place within the City.

(b) The provisions of subsection (a) of this section shall not apply to the consumption of cereal malt beverage upon property owned by the City and operated as the Ironhorse Golf Club, including the clubhouse and eighteen-hole golf course; provided further, that no person shall possess or consume any cereal malt beverage at the Ironhorse Golf Club without the approval of the manager or person in charge of said Ironhorse Golf Club. The manager or person in charge of said Ironhorse Golf Club may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of cereal malt beverages at Ironhorse Golf Club.

(c) The provisions of subsection (a) of this section shall not apply to the consumption of cereal malt beverage upon property owned by the City and operated as the Leawood Community Center, including the lower level of City Hall; provided further, that no person shall possess or consume any cereal malt beverage at the Leawood Community Center without the approval of the Parks & Recreation Director or person in charge of said Leawood Community Center. The manager or person in charge of said Leawood Community Center may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of cereal malt beverage at Leawood Community Center.

Section 2. Code Amended. That Section 3-207 of the Code of the City of Leawood is hereby amended to read as follows:

3-207. DRINKING ON STREETS OR IN PUBLIC PLACES. (a) Except ~~as provided in subsections (b) and (c),~~ it shall be unlawful for any person to drink or consume alcoholic liquor upon any public street or highway or thoroughfare; in beer parlors, taverns, pool halls, or places to which the general public has access, whether or not an admission or other fee is charged or collected; upon property owned by the state or any governmental subdivision thereof; or inside vehicles while upon a street, highway or other public thoroughfare.

(b) The provisions of subsection (a) shall not apply to the consumption of alcoholic liquor upon property owned by the City and operated as the Ironhorse Golf Club, including the clubhouse and eighteen-hole golf course; provided further, that no person shall possess or consume any alcoholic liquor at the Ironhorse Golf Club without the approval of the manager or person in charge of said Ironhorse Golf Club. The manager or person in charge of said Ironhorse Golf Club may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of alcoholic liquor at Ironhorse Golf Club.

(c) The provisions of subsection (a) of this section shall not apply to the consumption of alcoholic liquor upon property owned by the City and operated as the Leawood Community Center, including the lower level of City Hall; provided further, that no person shall possess or consume any alcoholic liquor at the Leawood Community Center without the approval of the Parks & Recreation Director or person in charge of said Leawood Community Center. The manager or person in charge of said Leawood Community Center may, with the approval of the City Administrator, issue rules and regulations not inconsistent with the ordinances of the City and the laws of the State of Kansas further restricting, regulating, or prohibiting the possession and consumption of alcoholic liquor at Leawood Community Center.

Section 3. Repeal of Existing Sections. That existing Sections 3-113 and 3-207 of the Code of the City of Leawood are hereby repealed. (Prior law: Ord. No. 1505C)

Section 4. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 10th day of March, 1997.

Approved by the Mayor the 10th day of March, 1997.

(S E A L)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R.S. Wetzler City Attorney

ORDINANCE NO. 1665

AN ORDINANCE AMENDING SECTION 4-5 (SIGN REGULATIONS) OF THE LEAWOOD DEVELOPMENT ORDINANCE, AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Leawood Development Ordinance Amended. That Section 4-5 of the Leawood Development Ordinance is hereby amended to read as follows:

4-5 SIGN REGULATIONS

4-5.1 Statement of Intent

The governing body finds that unregulated proliferation of signs results in visual clutter which is harmful to neighborhood aesthetics and property values and left uncontrolled promotes traffic hazards. The provisions of this section are to regulate and control all signs, both temporary and permanent, in the City of Leawood. It is the intent to limit visual clutter and reach a level of aesthetic quality by reducing disharmony in signage. It is further proposed to establish a sign identity and promote traffic safety for Leawood by limiting the size, type, location and materials of which signs may be constructed. This Ordinance is to protect the property values in the City by enhancing the physical appearance of the City. This Ordinance is to provide minimum standards to ensure traffic safety and to safeguard life, health, and property by regulating and controlling the size, height, design, quality of materials, construction, location, electrification, and maintenance of all signs and sign structure, and to authorize the use of signs which are compatible with their surroundings.

4-5.2 Applicability

A sign may be erected, placed, established, painted, created, or maintained in the city only in conformance with the standards, procedures, exemptions, and other requirements of this ordinance.
More specifically this ordinance is intended to:

A) Establish a permit system to allow a limited variety of signs, subject to the standards and permit procedures of this ordinance;

B) Allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the requirements of this ordinance, but without a requirement for permits;

C) Prohibit all signs not expressly permitted by this ordinance;

D) Provide for the enforcement of the provisions of this ordinance.

4-5.3 Definitions

The following definitions shall be used in this section, unless the content otherwise indicates:

1. Address Sign- Any sign or set of numerals or letters which denotes a building's location with respect to streets or to those buildings around it.

2. Animated Sign- Any sign which uses movement or change of lighting to depict action or to create a special effect or scene.

3. Awning Sign- Any visual message incorporated into an awning attached to a building.

4. Banner- Any sign that is made of cloth, paper, canvas, plastic, or other flexible material.

5. Builder or Construction Sign- Any sign located upon a lot where a structure is under construction and which contains information identifying the builder of the structure.

6. Building Facade- The exterior of a building which is the architectural front, lying between the ground level of a pedestrian walkway and the lowest level of the roof line.

7. Canopy- That portion of a building covering an entrance, exit, pedestrian walkway or loading dock.

8. Canopy Sign- A sign which is attached to or incorporated within the portion of a building covering an entrance, exit, pedestrian walkway or loading dock.

9. Changeable Copy Sign- A sign that is designed so that characters, letters, or illustrations can be changed or rearranged (either manually or automatically) without altering the face or the surface of the sign.

10. Directional Sign- An on-premise sign providing directional information for the safe and efficient flow of pedestrian or vehicular traffic. Directional signs shall include signs marking entrances, exits, parking and loading areas, and other operational features.

11. Directory Sign- Any structure summarizing businesses within a complex and identifying business locations.

12. Double faced Sign- A sign with two faces or panels, neither of which is visible at the same time, and are directly back to back.

13. Eave- The portion of a building wall that is directly at the roof line when no parapet is incorporated into that wall.

14. Electronic Display Sign- Any sign on which the copy changes automatically via a lamp-bank, liquid crystal display, television screen, or by any other mechanical, digital, or electronic means.

15. Exposed Neon Sign- Any sign which incorporates neon lit tubing on its exterior surface which makes it clearly visible to the naked eye.

16. Flag- Any fabric, plastic, or bunting containing distinctive colors, patterns, or symbols, used as an emblem of a government, political subdivision, or other entity.

17. Flashing Sign- Any sign which is internally or externally illuminated by flashing, flowing, alternating, or blinking lights.

18. Freestanding Sign- Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

19. Garage Sale Sign- A sign placed upon a residential lot within the City which conveys information about the occurrence of a sale of household items upon residential property.

20. Government Sign- Any sign erected and maintained by the City, County, State, or Federal government.

21. Height (of a sign)- The vertical distance measured from the highest point of the sign to the average ground grade beneath the sign.

22. Illegal Sign- A sign which does not meet the requirements of this code and which has not received legal non-conforming status.

23. Indirectly Illuminated Sign- Any sign which is partially or completely illuminated at any time by a light source which is shielded so as not to be visible at eye level.

24. Inflatable Sign- Any sign designed or constructed with the ability to be mechanically filled with air or gas.

25. Informational Sign- Any sign (to include but not be limited to political campaign signs) which advertises a political party, personal belief, issue or candidate.

26. Light Pole Banner- Any banner sign designed to hang from a utility pole that is securely attached with brackets such as the BannerFlex II system or other such equivalent device.

27. Marquee Sign- Any sign attached flat against or under the canopy of a building, but not on the upper surface of a canopy.

28. Monument Sign- A sign supported directly by the ground which is made of stone, concrete, metal, routed wood planks or beams, brick, or similar materials that is not connected to or joined with any other building or structure.

29. Non-conforming Sign- A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

30. Off-site Sign- Any sign advertising an establishment, merchandise, service, or entertainment which is not sold, produced, manufactured, or furnished at the property on which the sign is placed.

31. Painted Wall Sign- A sign which is applied with paint or colored substances directly on the face of a wall.

32. Parapet- That part of any wall entirely above the roof line.

33. Permanent Sign- Any wall, canopy, or monument sign which is constructed of durable materials and is intended to be displayed for an indefinite period of time.

34. Pole Sign- A sign that is elevated above ground and that exposes the "pole" or other support device or allows view through the space between the sign and the ground.

35. Portable Sign- Any sign, whether on its own trailer, wheels, or otherwise designed to be movable and not structurally attached to the ground, a building, or any other structure or sign.

36. Real Estate / Developer Sign- A sign, located on either residential, commercial, or agricultural property, which advertises or identifies the parcel as being for sale.

37. Roof Sign- Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

38. Rotating Sign- Any sign that revolves, spins, turns, or moves in any fashion.

39. Semi-illuminated Sign- Any sign illuminated by diffused light through a translucent material so that the light source is not directly discernible.

40. Temporary Sign- Any sign that is used only for an interim period of time and is not permanently mounted.

41. Time and Temperature Device- A device or sign electronically displaying time and/or temperature information.

42. Wall Sign- Any sign attached flat against the surface of an exterior wall or facade of a building, but not projecting horizontally from the vertical wall surface more than 12 inches, which is supported by the wall and which displays only one sign surface.

43. Window Sign- Any sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed

inside a window or upon the window panes or glass and is visible from the exterior of the window.

4-5.4 Prohibited Signs

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

A) Signs which are attached to any tree, fence, branch, another sign, or utility pole except warning signs issued and properly posted by that utility company.

B) Signs other than those specifically allowed by this ordinance that are capable of being carried, wheeled or moved from one location to another.

C) Attention-attracting devices not specifically allowed by this ordinance.

D) Flashing or blinking signs.

E) Electronic graphic signs.

F) Strings of light bulbs except when used for decorative purposes during a holiday season and not in excess of 7 1/2 watts. Said strings of bulbs may not traverse street rights-of-way.

G) Roof signs.

H) Rotating signs.

I) Animated signs.

J) Digital readout signs.

K) Signs painted directly on exterior walls or surfaces.

L) Signs whose source of illumination are visible from off site.

M) Any sign not expressly permitted by this ordinance.

N) Any sign within the public right-of-way, or on other public property, not authorized by the governing body.

O) Any sign which displays obscene, indecent or immoral matter.

P) Pole signs.

Q) Any sign that blocks the clear sight triangle of an intersection.

4-5.5 Permits Required

A) Permits Required. Except as provided by this ordinance, or by other ordinance or resolution of the city, it shall be unlawful for any person to erect, construct, alter, relocate or convert any sign or other advertising structure as defined in this section, without first obtaining a sign permit from the Planning and Development Department and payment of the fee required. Furthermore, the property owner shall maintain in force, at all times, a sign permit for such sign in accordance with these regulations. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign is consistent with the requirements of this ordinance in every respect and with the Sign Development Plan in effect for the property.

1) Applications for sign permits shall be made upon the forms provided by the Planning and Development Department.

2) Two sets of plans drawn to scale indicating the sign location on a site plan, sign size, method of illumination, colors, materials of the sign and method of attachment are required.

3) The applicant shall submit any other information deemed by the Director of Planning and Development to be necessary to enforce this section, the Leawood Development Ordinance, the City building code and all other applicable codes and ordinances.

B) Permit Fees. Every applicant, before being granted a permit, shall pay a fee as established by ordinance. For any sign erected without a permit, the fee shall be double the established fee.

C) Permit Issued If Application Is In Order. It shall be the duty of the Code Official, upon filing of an application for a sign permit, to review the application and to conduct such other investigation as is necessary to determine the accuracy of the application. If it shall appear that the applicant has provided the information requested in the application and that the information is accurate and that the proposed sign when placed will comply with the provisions of the ordinance, he or she shall issue a sign permit.

D) Denial of Application For Sign Permit. If the Code Official determines that the proposed sign is not in compliance with all the requirements of this article and with all other laws and ordinances of the city, he or she shall not issue the requested permit and shall advise the applicant of the right to appeal as provided by Section 5-4.

4-5.6 Exemptions from Permit Requirements

Permits shall not be required for the following:

1) Any sign erected by the City, County, State or Federal government including street markers and traffic signs.

2) Any sign necessary for public safety erected by utility companies within their respective easements.

3) Any sign specifically required by the building codes, Leawood Development Ordinance or Subdivision Regulations of the City of Leawood.

4) Maintenance of signs.

5) Temporary signs not to exceed 5 square feet including but not limited to real estate "for sale" and rent/lease signs, informational signs, garage sale signs, and estate sale signs.

4-5.7 Design, Construction, and Maintenance

All signs shall be designed, constructed, and maintained in accordance with the following standards:

1) Except for flags, temporary signs, and window signs conforming in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or other structure.

2) All signs shall be maintained: a) in good structural condition; b) in compliance with all building and electrical codes; c) in conformance with this code, at all times.

3) No long-term temporary sign (to be used longer than 40 days) shall be constructed of any paper type products (including cardboard), and must be made of a durable material.

4-5.8 Abandoned or Unsafe Signs

1) Except as may be otherwise provided for in this section, any sign including its structure which is located on a building, structure or premises which becomes vacant and unoccupied for a period of 6 months or more, or any sign which pertains to time, event or purpose which no longer applies, shall be deemed to have been abandoned.

2) An abandoned sign is prohibited and shall be removed by the owner of the sign or the owner of the premises. In addition, the facade or place where the sign was attached shall be restored to its normal appearance.

3) If the sign has not been removed after the 6 month time period has elapsed, the City shall notify the property owner of record in writing that the sign shall be removed within 10 days after the date of the notice. If the sign has not been removed within the 10 days, the Director of Planning and Development may have the sign removed and have the costs of the removal assessed to the property owner.

4) The Planning and Development Department shall mail a statement of removal costs of said sign to the last known address of the owner of the property, and if such costs are not paid within 10 days, the Director of Planning and Development shall forward the bill to the county and shall be collected with the property taxes.

5) If the Director of Planning and Development shall find that any sign or other advertising structure regulated is unsafe, insecure, or a menace to the public, he or she may give either written or oral notice to the permittee. If the aforementioned sign was installed without a permit, the owner of the property shall be notified. If the permittee or owner fails to remove or alter the structure so as to comply with the standards set forth, within 48 hours after such notice, such sign or advertising structure may be removed, altered, or otherwise brought into compliance by the Director of Planning and Development at the expense of the permittee or owner of the property on which it is located.

4-5.9 Non-Conforming Signs

In the event a sign erected prior to 5/18/87 does not conform to the provisions and standards of the ordinance, then such sign(s) shall be modified to conform or be removed according to the following:

1) Nonconforming signs may only be replaced with conforming signs.

2) Any maintenance, repair or alteration of a nonconforming sign shall not cost more than 50% of the current value of the sign as of the date of alteration or repair.

3) In the event that the ordinance makes an existing sign nonconforming, the owner may apply within 6 months of the effective date of the ordinance for a permit to maintain said sign. No permit will be

granted for a period longer than 7 years. If no permit is granted, the sign shall be deemed abandoned.

4) All nonconforming signs erected prior to 5/18/87 shall comply with these regulations by 5/18/94.

4-5.10 Sign Area Calculations

The following principles shall control the computation of sign area and sign height.

A) Computation of Area of Individual Signs. The area of single panel sign shall be measured within a single continuous perimeter enclosing the extreme limits of a sign panel, and in no case passing through or between any adjacent elements of the same; however, such perimeter shall not include structural elements or supports outside the limits of such sign and not forming an integral part of the display. The gross area of a sign composed of separate letters, symbols or words attached directly to an architectural facade shall be measured as the area enclosed by straight lines drawn closest to copy extremities encompassing individual symbols or words.

B) Computation of Area of Multifaced Signs. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces.

C) Computation of Height. The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the existing grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower.

D) Sign band. The area within a rectangle surrounding the actual message and not including the entire sign band unless illuminated. If the sign band is illuminated then (A) would apply.

E) Maximum area. A total of 200 square feet per sign is allowed for all permanent signage as shown on the schedule of sign regulations (4-5.14).

4-5.11 Office, Commercial and Industrial Signage in Planned Districts

The use of signs in the City of Leawood is intended to identify individual buildings or groups of buildings. The purpose of signs in a shopping center, office park, industrial park, hotel, motor hotel or other grouping of buildings is to identify the group of buildings. The purpose of Sign Development Standards within such a center is to develop orderly signage on a quality level equal to or exceeding that which governs individual structures in the City of Leawood, but permitting deviations from the standard regulations. The use of a planned sign concept is intended to encourage innovative and imaginative signage.

For purposes of this section the terms shopping center, business park, office park, industrial park or other grouping of buildings shall mean a project of two or more buildings with two or more tenants that has been planned as an integrated development or cluster on property under unified control or ownership at the time that zoning was approved by the City. No permit shall be issued for an individual sign requiring a permit unless and until Sign Development Standards have been submitted to and approved by the Plan Commission.

A) Sign Standards: The developer shall prepare a set of sign standards regulating all signage. Such standards shall run with all leases or sales of portions of the development. The sale, subdivision or other partition of the site after the zoning approval does not exempt the project or portions thereof from complying with these regulations relative to number of signs, harmony and visual quality of signs to be installed. The size, color, materials, styles of lettering, type of illumination and location shall be set out in such standards. Sign Development Standards are to be submitted as part of the Preliminary Site Development Plan. The Final Site Development Plan will also include the Sign Development Standards and be approved as part of the Final Site Development Plan. These standards may be revised by resubmitting them to the Plan Commission for approval.

Sign Development Standards for a Planned District shall maintain the following as conditions of approval and acceptance:

1) A proposal for a sign concept shall be subject to compliance with this ordinance.

2) The submittal by the developer and approval by the City of the sign concept represents a firm commitment by the developer that development will indeed follow the approved plans in such areas as location, size, type, color and materials of the signs.

3) The sign concept is to be planned and developed in a manner that will result in clear, readable, effective signage as determined by the Plan Commission and staff.

4) The developer may be given latitude in using innovative techniques in the development of sign concepts not feasible under application of standard zoning requirements.

5) The Sign Development Standards may be amended by the Plan Commission.

6) No permit shall be issued for an individual sign in a planned district unless and until Sign Development Standards for the development have been submitted to and approved by the Plan Commission.

B) Deviation From Requirements: Deviations in size, colors, location, number of signs, and illumination, may be approved by the Plan Commission if it is deemed that an equal or higher quality of development will be produced. The Plan Commission and Governing Body may, in the process of approving sign concepts, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with the intent of the sign ordinance, shall be clearly set out in the minutes as well as on exhibits in the record, and provided that specific reasons justifying deviations are included in the record:

1) In commercial districts if private sign standards have been prepared by an owner in compliance with this section submitted and approved as part of the Final Site Plan, then the maximum of all wall, canopy, and window signs shall be 5% of the total area of the facade.

2) Directory Signs may be permitted that are scaled to pedestrian traffic.

4-5.12 General Conditions

1) It is the intent that real estate advertisements and signs within the City shall fairly and truthfully impart to the public accurate information in regard to the zoning classification of such land.

2) Any person, firm or corporation who shall make use of or place any real estate advertisements or signs which recite that real property is zoned for land uses, or will be zoned for land uses in the future, under the zoning rules and regulations of the City, when in fact such real estate is not so zoned, is guilty of a public offense.

3) It shall not be permitted for any person, firm or corporation to make use of or place advertisements or signs on real estate declaring that the property is reserved or is being held for future land use which is inconsistent with the then existing zoning classification of the City for the land, or any words of similar nature.

4) Any advertisements or signs placed in violation of this ordinance shall be confiscated by the Director of Planning and Development. The cost required for such confiscation to be assessed to the property owner.

5) No sign, except City installed signs, will be placed on public property or on a public right-of-way. For the purpose of this ordinance the right-of-way abutting private property shall be defined as five feet from the edge of the pavement or curb of the street. Such placement shall require the consent of the abutting private property owner.

6) No twirlers, flags, balloons or other paraphernalia shall be attached to any sign or displayed in conjunction with any sign unless the Director of Planning and Development determines that the display or attachment will not be contrary to the intent and purposes of this section and a permit specifically authorizing the display or attachment has been issued by the Director of Planning and Development.

7) Illuminated signs shall be either indirectly or semi-illuminated where the source of illumination cannot be detected by the human eye. Exposed incandescent bulbs and exposed fluorescent tubes are not permitted.

8) All signs shall be of sound structural quality, be maintained in good repair, and have a clean and neat appearance; and land adjacent shall be kept free from debris, weeds and trash. If signs are not being maintained as described and the Director of Planning and Development deems them a public safety hazard or nuisance, such signs shall be removed.

9) Each day a violation exists shall constitute a new violation.

10) In the event that a building has a curved wall, the area of the facade, for sign purposes, will be determined by drawing two lines perpendicular to the facade. This will then be considered as straight walls, with the area of this facade to be used in determining the size of the allowed signage.

11) Restriction of Placement. No person shall paint, mark or write on, or post or otherwise affix any sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamppost, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or telephone or telegraph pole, or wire appurtenance thereof or upon any fixture of the fire alarm or police alarm system or upon any lighting system, public bridge, street sign or traffic sign.

12) Removal. Any sign which has been located in the public right-of-way contrary to the provisions of this section, shall be removed immediately by any officer of the City. The Director of Planning and Development may cause any sign which is an immediate peril to persons or property to be removed summarily and without notice. Persons other than officers of the City that willfully remove any sign shall be guilty of violating this section of the ordinance. Such persons are subject to prosecution under Section 4-5.13.

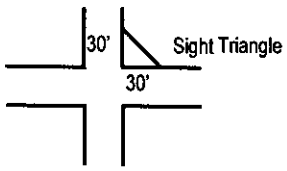
13) Signs Not to Constitute Traffic Hazard. No sign regulated by this section shall be placed at the intersection of any street in such a manner as to obstruct free and clear vision; or any location where, by reason of the position, shape or color, the sign may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device; or which makes use of the words "stop", "look", "drive-in", "danger", or any other word, phrase, symbol or character in such manner as to interfere with, mislead or confuse traffic.

14) Face Of Sign Shall Be Smooth. All signs or other advertising structures shall have a smooth surface and no nails, tacks or wires shall be permitted to protrude therefrom.

15) Deed Restriction. No provision of this section shall be deemed to prevent any person, homes association or other entity from maintaining an action to enforce private deed restrictions which are more restrictive than the criteria and standards established by this section.

16) Revocation of Permit. The Director of Planning and Development is hereby authorized and empowered to revoke any permit issued by him or her upon failure of the holder thereof to comply with any provision of this section.

17) Clearance of sight triangle. No sign shall be placed in the sight triangle of any roadway corner. This sight triangle is to be defined as the area achieved by measuring 30 feet in both directions from the point of intersection, and connecting these two lines diagonally (See drawing).



4-5.13 Unlawful Signs

A) Prosecution For Violation. If the Director of Planning and Development or his or her representative shall have reason to believe that any sign regulated herein is constructed, erected, or being maintained in violation of this section or that any provision of this section of the ordinance has

been violated, he or she may cause a complaint to be filed with the clerk of the municipal court and request the issuance of a notice to appear and commencement of prosecution in the manner provided by K.S.A. 12-4201, against any person who is reasonably believed to have violated any provision of this section. The Director of Planning and Development may, in his or her discretion, give oral or written notice to the owner or occupant that unless the sign is removed within 48 hours of the notice or that such activity violating this section of the ordinance cease immediately, a complaint will be filed alleging violation of this section. For purposes of this section, any owner of property shall be responsible for compliance with the provisions of this section and may be prosecuted for violation of this section if he or she permits or maintains a sign upon his or her property in violation of this section.

B) Appeals. Appeals from a decision of the Director of Planning and Development shall follow the procedures established with the Board of Zoning Appeals.

4-5.14 Schedule of Sign Regulations

(See Following Charts.)

4-5.14: SCHEDULE OF SIGN REGULATIONS

Zoning District	Regulated Permanent Signs							
	Allowable Content	Maximum Area	Maximum Number	Structural Type	Height	Lighting	Motion	Conditional Use Provision
	On-Site Signs							
Special Use Permit	Signs identifying public or semi-public uses	5% of building facade (Not to exceed 200 square feet total)	1	Wall or Canopy	Below eave or parapet	None or indirect only	None	(Reserved)
		As approved by Plan Commission	1	Monument (Can be double faced)	As approved by Plan Commission	None or indirect only	None	(Reserved)
RP-A RPA-5 R-1 RP-1 RP-2 RP-3 RP-4	Signs identifying entrances of a subdivision or entry-way monumentation	As approved by Plan Commission	One (1) at each major entrance from an arterial or collector street	Monument (Can be double faced)	As approved by Plan Commission	None or indirect only	None	(Reserved)
CP-O SD-O SD-OH	Signs identifying commercial office buildings	Five percent (5%) of building facade (Not to exceed a total of 200 square feet per sign)	3	Wall or Canopy	Below eave or parapet	None, indirect, or semi-illuminated	None	(Reserved)
CP-1 CP-2 SD-CR SD-MARKET SQUARE	Signs identifying retail or service businesses	Five percent (5%) of building facade (Not to exceed 200 square feet per sign)	3	Wall or Canopy	Below eave or parapet	None, indirect, or semi-illuminated	None	(Reserved)
		50 square feet	None, However in lieu of one wall or canopy sign, 1 monument sign is permitted	Monument (Can be double faced),	6 feet	None or indirect only	None	(Reserved)
	Directional Signs	6 square feet	2	Free-standing	3 feet			
BP	Signs identifying the entrances of a business park	100 square feet	1	Monument (main entrance)	9 feet	None or indirect only	None	(Reserved)
		50 square feet	1	Monument (secondary entrance)	6 feet	None or indirect only	None	(Reserved)
	Signs identifying business or commercial establishments within a business park	2 % of facade	1 per facade (maximum of 2 signs total)	Wall (For one wall sign, a detached monument sign may be substituted)	Below parapet (6 feet for monument)	None or indirect only	None	(Reserved)
	Directional Signs	6 square feet	As approved	Free-standing	As approved			
PI	Signs identifying business or commercial establishments within an industrial park	2% of facade	1	Wall	Below parapet	None or indirect only	None	(Reserved)
		50 square feet	1	Monument	6 feet			
	Directional Signs	6 square feet	As approved	Free-standing	As approved			

PERMITTED SIGNS BY TYPE AND DISTRICT

	Zoning District													
Permanent Sign Type	RP-A	RPA-5	R-1	RP-1	RP-2	RP-3	RP-4	CP-O	CP-1	CP-2	BP	PI	SD	AG
Address	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Animated														
Awning									A	A			A	
Banner								C	C	C			C	
Canopy								A	A	A			A	
Changeable Copy														
Directional								A	A	A	A	A	A	
Directory								A	A	A	A	A	A	
Electronic Display														
Exposed Neon									A	A			A	
Flags	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Flashing														
Government	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Marquee														
Monument	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Off-site	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP
Painted Wall														
Pole														
Light Pole Banner									A	A			A	
Portable														
Roof														
Rotating														
Time and Temp.														
Wall								A	A	A	A	A	A	
Window									C	C			C	

A = Allowed only with sign permit, pending approval by the Plan Commission
C = Conditionally permitted
R = Required
SUP = Allowed only with special use permit, pending approval by the Plan Commission
Blank Box = Prohibited

NUMBER, DIMENSION, LOCATION, AND DURATION OF TEMPORARY SIGNS

Temporary Sign Type	Number Allowed	Maximum Sign Area	Time Limit	Location	Zoning Districts
Banner*	One per building	50 square feet	**Currently under further consideration by the Governing Body**	Below eave or parapet wall	Allowed only within CP-O, CP-1, CP-2, and SD districts
Construction/ Builder *	One per site (Two sided or V shape considered as one sign)	50 square feet (sign or sign face)	Must be removed immediately after project completion	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed within all zoning districts
Garage Sale	One per lot	5 square feet	72 hours from time of posting	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed only within RP-A, RPA-5, R-1 RP-1, RP-2, RP-3, and RP-4 districts
Inflatable	*Not Allowed*	*Not Allowed*	*Not Allowed*	*Not Allowed*	*Not Allowed*
Informational	Maximum of one per event, issue, candidate, or belief for any particular lot	5 square feet	Maximum of one allowed all year year long (However an unlimited number will be allowed 50 days or less prior to a public election to be held in the City of Leawood)	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed within all zoning districts
Real Estate: Residential	One per site	5 square feet	Must be removed within 24 hours after sale of property	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	All zoning districts
Real Estate: Commercial / Agricultural/ Developer *	One per site	8' by 8', with a height no greater than 10 feet			Allowed within CP-O, CP-1, CP-2, SD, and Ag zoning districts
Window	Not applicable	Total of permanent and temporary signage not to exceed 10% of window area	Not Applicable	Not Applicable	Allowed only within CP-O, CP-1, CP-2, and SD districts

*** Permit Required. See the Leawood City Fee Schedule for applicable charges.**

Section 2. Repeal of Existing Section. That existing Section 4-5 of the Leawood Development Ordinance is hereby repealed.

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 3rd day of March, 1997.

Approved by the Mayor the 3rd day of March, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

ORD1665

Publication Fees: $288.52

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1665--3/4/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

March 5, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$288.52

ORDINANCE NO. 1665

First published in The Legal Record, Tuesday, March 4, 1997.

ORDINANCE NO. 1665

AN ORDINANCE AMENDING SECTION 4-5 (SIGN REGULATIONS) OF THE LEAWOOD DEVELOPMENT ORDINANCE, AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Leawood Development Ordinance Amended. That Section 4-5 of the Leawood Development Ordinance is hereby amended to read as follows:

4-5 SIGN REGULATIONS

4-5.1 Statement of Intent

The governing body finds that unregulated proliferation of signs results in visual clutter which is harmful to neighborhood aesthetics and property values and left uncontrolled promotes traffic hazards. The provisions of this section are to regulate and control all signs, both temporary and permanent, in the City of Leawood. It is the intent to limit visual clutter and reach a level of aesthetic quality by reducing disharmony in signage. It is further proposed to establish a sign identity and promote traffic safety for Leawood by limiting the size, type, location and materials of which signs may be constructed. This Ordinance is to protect the property values in the City by enhancing the physical appearance of the City. This Ordinance is to provide minimum standards to ensure traffic safety and to safeguard life, health, and property by regulating and controlling the size, height, design, quality of materials, construction, location, electrification, and maintenance of all signs and sign structure, and to authorize the use of signs which are compatible with their surroundings.

4-5.2 Applicability

A sign may be erected, placed, established, painted, created, or maintained in the city only in conformance with the standards, procedures, exemptions, and other requirements of this ordinance.
More specifically this ordinance is intended to:

A) Establish a permit system to allow a limited variety of signs, subject to the standards and permit procedures of this ordinance;

B) Allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the requirements of this ordinance, but without a requirement for permits;

C) Prohibit all signs not expressly permitted by this ordinance;

D) Provide for the enforcement of the provisions of this ordinance.

4-5.3 Definitions

The following definitions shall be used in this section, unless the content otherwise indicates:

1. Address Sign- Any sign or set of numerals or letters which denotes a building's location with respect to streets or to those buildings around it.

2. Animated Sign- Any sign which uses movement or change of lighting to depict action or to create a special effect or scene.

3. Awning Sign- Any visual message incorporated into an awning attached to a building.

4. Banner- Any sign that is made of cloth, paper, canvas, plastic, or other flexible material.

5. Builder or Construction Sign- Any sign located upon a lot where a structure is under construction and which contains information identifying the builder of the structure.

6. Building Facade- The exterior of a building which is the architectural front, lying between the ground level of a pedestrian walkway and the lowest level of the roof line.

7. Canopy- That portion of a building covering an entrance, exit, pedestrian walkway or loading dock.

8. Canopy Sign- A sign which is attached to or incorporated within the portion of a building covering an entrance, exit, pedestrian walkway or loading dock.

9. Changeable Copy Sign- A sign that is designed so that characters, letters, or illustrations can be changed or rearranged (either manually or automatically) without altering the face or the surface of the sign.

10. Directional Sign- An on-premise sign providing directional information for the safe and efficient flow of pedestrian or vehicular traffic. Directional signs shall include signs marking entrances, exits, parking and loading areas, and other operational features.

11. Directory Sign- Any structure summarizing businesses within a complex and identifying business locations.

12. Double faced Sign- A sign with two faces or panels, neither of which is visible at the same time, and are directly back to back.

13. Eave- The portion of a building wall that is directly at the roof line when no parapet is incorporated into that wall.

14. Electronic Display Sign- Any sign on which the copy changes automatically via a lamp-bank, liquid crystal display, television screen, or by any other mechanical, digital, or electronic means.

15. Exposed Neon Sign- Any sign which incorporates neon lit tubing on its exterior surface which makes it clearly visible to the naked eye.

16. Flag- Any fabric, plastic, or bunting containing distinctive colors, patterns, or symbols, used as an emblem of a government, political subdivision, or other entity.

17. Flashing Sign- Any sign which is internally or externally illuminated by flashing, flowing, alternating, or blinking lights.

18. Freestanding Sign- Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

19. Garage Sale Sign- A sign placed upon a residential lot within the City which conveys information about the occurrence of a sale of household items upon residential property.

20. Government Sign- Any sign erected and maintained by the City, County, State, or Federal government.

21. Height (of a sign)- The vertical distance measured from the highest point of the sign to the average ground grade beneath the sign.

22. Illegal Sign- A sign which does not meet the requirements of this code and which has not received legal non-conforming status.

23. Indirectly Illuminated Sign- Any sign which is partially or completely illuminated at any time by a light source which is shielded so as not to be visible at eye level.

24. Inflatable Sign- Any sign designed or constructed with the ability to be mechanically filled with air or gas.

25. Informational Sign- Any sign (to include but not be limited to political campaign signs) which advertises a political party, personal belief, issue or candidate.

26. Light Pole Banner- Any banner sign designed to hang from a utility pole that is securely attached with brackets such as the BannerFlex II system or other such equivalent device.

27. Marquee Sign- Any sign attached flat against or under the canopy of a building, but not on the upper surface of a canopy.

28. Monument Sign- A sign supported directly by the ground which is made of stone, concrete, metal, routed wood planks or beams, brick, or similar materials that is not connected to or joined with any other building or structure.

29. Non-conforming Sign- A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

30. Off-site Sign- Any sign advertising an establishment, merchandise, service, or entertainment which is not sold, produced, manufactured, or furnished at the property on which the sign is placed.

31. Painted Wall Sign- A sign which is applied with paint or colored substances directly on the face of a wall.

32. Parapet- That part of any wall entirely above the roof line.

33. Permanent Sign- Any wall, canopy, or monument sign which is constructed of durable materials and is intended to be displayed for an indefinite period of time.

34. Pole Sign- A sign that is elevated above ground and that exposes the "pole" or other support device or allows view through the space between the sign and the ground.

35. Portable Sign- Any sign, whether on its own trailer, wheels, or otherwise designed to be movable and not structurally attached to the ground, a building, or any other structure or sign.

36. Real Estate / Developer Sign- A sign, located on either residential, commercial, or agricultural property, which advertises or identifies the parcel as being for sale.

37. Roof Sign- Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

38. Rotating Sign- Any sign that revolves, spins, turns, or moves in any fashion.

39. Semi-illuminated Sign- Any sign illuminated by diffused light through a translucent material so that the light source is not directly discernible.

40. Temporary Sign- Any sign that is used only for an interim period of time and is not permanently mounted.

41. Time and Temperature Device- A device or sign electronically displaying time and/or temperature information.

42. Wall Sign- Any sign attached flat against the surface of an exterior wall or facade of a building, but not projecting horizontally from the vertical wall surface more than 12 inches, which is supported by the wall and which displays only one sign surface.

43. Window Sign- Any sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed

CONTINUED ON PAGE 18

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inside a window or upon the window panes or glass and is visible from the exterior of the window.

4-5.4 Prohibited Signs

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

A) Signs which are attached to any tree, fence, branch, another sign, or utility pole except warning signs issued and properly posted by that utility company.

B) Signs other than those specifically allowed by this ordinance that are capable of being carried, wheeled or moved from one location to another.

C) Attention-attracting devices not specifically allowed by this ordinance.

D) Flashing or blinking signs.

E) Electronic graphic signs.

F) Strings of light bulbs except when used for decorative purposes during a holiday season and not in excess of 7 1/2 watts. Said strings of bulbs may not traverse street rights-of-way.

G) Roof signs.

H) Rotating signs.

I) Animated signs.

J) Digital readout signs.

K) Signs painted directly on exterior walls or surfaces.

L) Signs whose source of illumination are visible from off site.

M) Any sign not expressly permitted by this ordinance.

N) Any sign within the public right-of-way, or on other public property, not authorized by the governing body.

O) Any sign which displays obscene, indecent or immoral matter.

P) Pole signs.

Q) Any sign that blocks the clear sight triangle of an intersection.

4-5.5 Permits Required

A) Permits Required. Except as provided by this ordinance, or by other ordinance or resolution of the city, it shall be unlawful for any person to erect, construct, alter, relocate or convert any sign or other advertising structure as defined in this section, without first obtaining a sign permit from the Planning and Development Department and payment of the fee required. Furthermore, the property owner shall maintain in force, at all times, a sign permit for such sign in accordance with these regulations. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign is consistent with the requirements of this ordinance in every respect and with the Sign Development Plan in effect for the property.

1) Applications for sign permits shall be made upon the forms provided by the Planning and Development Department.

2) Two sets of plans drawn to scale indicating the sign location on a site plan, sign size, method of illumination, colors, materials of the sign and method of attachment are required.

3) The applicant shall submit any other information deemed by the Director of Planning and Development to be necessary to enforce this section, the Leawood Development Ordinance, the City building code and all other applicable codes and ordinances.

B) Permit Fees. Every applicant, before being granted a permit, shall pay a fee as established by ordinance. For any sign erected without a permit, the fee shall be double the established fee.

C) Permit Issued If Application Is In Order. It shall be the duty of the Code Official, upon filing of an application for a sign permit, to review the application and to conduct such other investigation as is necessary to determine the accuracy of the application. If it shall appear that the applicant has provided the information requested in the application and that the information is accurate and that the proposed sign when placed will comply with the provisions of the ordinance, he or she shall issue a sign permit.

D) Denial of Application For Sign Permit. If the Code Official determines that the proposed sign is not in compliance with all the requirements of this article and with all other laws and ordinances of the city, he or she shall not issue the requested permit and shall advise the applicant of the right to appeal as provided by Section 5-4.

4-5.6 Exemptions from Permit Requirements

Permits shall not be required for the following:

1) Any sign erected by the City, County, State or Federal government including street markers and traffic signs.

2) Any sign necessary for public safety erected by utility companies within their respective easements.

3) Any sign specifically required by the building codes, Leawood Development Ordinance or Subdivision Regulations of the City of Leawood.

4) Maintenance of signs.

5) Temporary signs not to exceed 5 square feet including but not limited to real estate "for sale" and rent/lease signs, informational signs, garage sale signs, and estate sale signs.

4-5.7 Design, Construction, and Maintenance

All signs shall be designed, constructed, and maintained in accordance with the following standards:

1) Except for flags, temporary signs, and window signs conforming in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or other structure.

2) All signs shall be maintained: a) in good structural condition; b) in compliance with all building and electrical codes; c) in conformance with this code, at all times.

3) No long-term temporary sign (to be used longer than 40 days) shall be constructed of any paper type products (including cardboard), and must be made of a durable material.

4-5.8 Abandoned or Unsafe Signs

1) Except as may be otherwise provided for in this section, any sign including its structure which is located on a building, structure or premises which becomes vacant and unoccupied for a period of 6 months or more, or any sign which pertains to time, event or purpose which no longer applies, shall be deemed to have been abandoned.

2) An abandoned sign is prohibited and shall be removed by the owner of the sign or the owner of the premises. In addition, the facade or place where the sign was attached shall be restored to its normal appearance.

3) If the sign has not been removed after the 6 month time period has elapsed, the City shall notify the property owner of record in writing that the sign shall be removed within 10 days after the date of the notice. If the sign has not been removed within the 10 days, the Director of Planning and Development may have the sign removed and have the costs of the removal assessed to the property owner.

4) The Planning and Development Department shall mail a statement of removal costs of said sign to the last known address of the owner of the property, and if such costs are not paid within 10 days, the Director of Planning and Development shall forward the bill to the county and shall be collected with the property taxes.

5) If the Director of Planning and Development shall find that any sign or other advertising structure regulated is unsafe, insecure, or a menace to the public, he or she may give either written or oral notice to the permittee. If the aforementioned sign was installed without a permit, the owner of the property shall be notified. If the permittee or owner fails to remove or alter the structure so as to comply with the standards set forth, within 48 hours after such notice, such sign or advertising structure may be removed, altered, or otherwise brought into compliance by the Director of Planning and Development at the expense of the permittee or owner of the property on which it is located.

4-5.9 Non-Conforming Signs

In the event a sign erected prior to 5/18/87 does not conform to the provisions and standards of the ordinance, then such sign(s) shall be modified to conform or be removed according to the following:

1) Nonconforming signs may only be replaced with conforming signs.

2) Any maintenance, repair or alteration of a nonconforming sign shall not cost more than 50% of the current value of the sign as of the date of alteration or repair.

3) In the event that the ordinance makes an existing sign nonconforming, the owner may apply within 6 months of the effective date of the ordinance for a permit to maintain said sign. No permit will be

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granted for a period longer than 7 years. If no permit is granted, the sign shall be deemed abandoned.

4) All nonconforming signs erected prior to 5/18/87 shall comply with these regulations by 5/18/94.

4-5.10 Sign Area Calculations

The following principles shall control the computation of sign area and sign height.

A) Computation of Area of Individual Signs. The area of single panel sign shall be measured within a single continuous perimeter enclosing the extreme limits of a sign panel, and in no case passing through or between any adjacent elements of the same; however, such perimeter shall not include structural elements or supports outside the limits of such sign and not forming an integral part of the display. The gross area of a sign composed of separate letters, symbols or words attached directly to an architectural facade shall be measured as the area enclosed by straight lines drawn closest to copy extremities encompassing individual symbols or words.

B) Computation of Area of Multifaced Signs. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces.

C) Computation of Height. The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the existing grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower.

D) Sign band. The area within a rectangle surrounding the actual message and not including the entire sign band unless illuminated. If the sign band is illuminated then (A) would apply.

E) Maximum area. A total of 200 square feet per sign is allowed for all permanent signage as shown on the schedule of sign regulations (4-5.14).

4-5.11 Office, Commercial and Industrial Signage in Planned Districts

The use of signs in the City of Leawood is intended to identify individual buildings or groups of buildings. The purpose of signs in a shopping center, office park, industrial park, hotel, motor hotel or other grouping of buildings is to identify the group of buildings. The purpose of Sign Development Standards within such a center is to develop orderly signage on a quality level equal to or exceeding that which governs individual structures in the City of Leawood, but permitting deviations from the standard regulations. The use of a planned sign concept is intended to encourage innovative and imaginative signage.

For purposes of this section the terms shopping center, business park, office park, industrial park or other grouping of buildings shall mean a project of two or more buildings with two or more tenants that has been planned as an integrated development or cluster on property under unified control or ownership at the time that zoning was approved by the City. No permit shall be issued for an individual sign requiring a permit unless and until Sign Development Standards have been submitted to and approved by the Plan Commission.

A) Sign Standards: The developer shall prepare a set of sign standards regulating all signage. Such standards shall run with all leases or sales of portions of the development. The sale, subdivision or other partition of the site after the zoning approval does not exempt the project or portions thereof from complying with these regulations relative to number of signs, harmony and visual quality of signs to be installed. The size, color, materials, styles of lettering, type of illumination and location shall be set out in such standards. Sign Development Standards are to be submitted as part of the Preliminary Site Development Plan. The Final Site Development Plan will also include the Sign Development Standards and be approved as part of the Final Site Development Plan. These standards may be revised by resubmitting them to the Plan Commission for approval.

Sign Development Standards for a Planned District shall maintain the following as conditions of approval and acceptance:

1) A proposal for a sign concept shall be subject to compliance with this ordinance.

2) The submittal by the developer and approval by the City of the sign concept represents a firm commitment by the developer that development will indeed follow the approved plans in such areas as location, size, type, color and materials of the signs.

3) The sign concept is to be planned and developed in a manner that will result in clear, readable, effective signage as determined by the Plan Commission and staff.

4) The developer may be given latitude in using innovative techniques in the development of sign concepts not feasible under application of standard zoning requirements.

5) The Sign Development Standards may be amended by the Plan Commission.

6) No permit shall be issued for an individual sign in a planned district unless and until Sign Development Standards for the development have been submitted to and approved by the Plan Commission.

B) Deviation From Requirements: Deviations in size, colors, location, number of signs, and illumination, may be approved by the Plan Commission if it is deemed that an equal or higher quality of development will be produced. The Plan Commission and Governing Body may, in the process of approving sign concepts, approve deviations from the standard requirements as follows, provided any deviation so approved shall be in keeping with the intent of the sign ordinance, shall be clearly set out in the minutes as well as on exhibits in the record, and provided that specific reasons justifying deviations are included in the record:

1) In commercial districts if private sign standards have been prepared by an owner in compliance with this section submitted and approved as part of the Final Site Plan, then the maximum of all wall, canopy, and window signs shall be 5% of the total area of the facade.

2) Directory Signs may be permitted that are scaled to pedestrian traffic.

4-5.12 General Conditions

1) It is the intent that real estate advertisements and signs within the City shall fairly and truthfully impart to the public accurate information in regard to the zoning classification of such land.

2) Any person, firm or corporation who shall make use of or place any real estate advertisements or signs which recite that real property is zoned for land uses, or will be zoned for land uses in the future, under the zoning rules and regulations of the City, when in fact such real estate is not so zoned, is guilty of a public offense.

3) It shall not be permitted for any person, firm or corporation to make use of or place advertisements or signs on real estate declaring that the property is reserved or is being held for future land use which is inconsistent with the then existing zoning classification of the City for the land, or any words of similar nature.

4) Any advertisements or signs placed in violation of this ordinance shall be confiscated by the Director of Planning and Development. The cost required for such confiscation to be assessed to the property owner.

5) No sign, except City installed signs, will be placed on public property or on a public right-of-way. For the purpose of this ordinance the right-of-way abutting private property shall be defined as five feet from the edge of the pavement or curb of the street. Such placement shall require the consent of the abutting private property owner.

6) No twirlers, flags, balloons or other paraphernalia shall be attached to any sign or displayed in conjunction with any sign unless the Director of Planning and Development determines that the display or attachment will not be contrary to the intent and purposes of this section and a permit specifically authorizing the display or attachment has been issued by the Director of Planning and Development.

7) Illuminated signs shall be either indirectly or semi-illuminated where the source of illumination cannot be detected by the human eye. Exposed incandescent bulbs and exposed fluorescent tubes are not permitted.

8) All signs shall be of sound structural quality, be maintained in good repair, and have a clean and neat appearance; and land adjacent shall be kept free from debris, weeds and trash. If signs are not being maintained as described and the Director of Planning and Development deems them a public safety hazard or nuisance, such signs shall be removed.

9) Each day a violation exists shall constitute a new violation.

10) In the event that a building has a curved wall, the area of the facade, for sign purposes, will be determined by drawing two lines perpendicular to the facade. This will then be considered as straight walls, with the area of this facade to be used in determining the size of the allowed signage.

11) Restriction of Placement. No person shall paint, mark or write on, or post or otherwise affix any sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamppost, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or telephone or telegraph pole, or wire appurtenance thereof or upon any fixture of the fire alarm or police alarm system or upon any lighting system, public bridge, street sign or traffic sign.

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12) Removal. Any sign which has been located in the public right-of-way contrary to the provisions of this section, shall be removed immediately by any officer of the City. The Director of Planning and Development may cause any sign which is an immediate peril to persons or property to be removed summarily and without notice. Persons other than officers of the City that willfully remove any sign shall be guilty of violating this section of the ordinance. Such persons are subject to prosecution under Section 4-5.13.

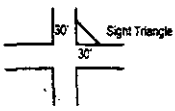
13) Signs Not to Constitute Traffic Hazard. No sign regulated by this section shall be placed at the intersection of any street in such a manner as to obstruct free and clear vision; or any location where, by reason of the position, shape or color, the sign may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device; or which makes use of the words "stop", "look", "drive-in", "danger", or any other word, phrase, symbol or character in such manner as to interfere with, mislead or confuse traffic.

14) Face Of Sign Shall Be Smooth. All signs or other advertising structures shall have a smooth surface and no nails, tacks or wires shall be permitted to protrude therefrom.

15) Deed Restriction. No provision of this section shall be deemed to prevent any person, homes association or other entity from maintaining an action to enforce private deed restrictions which are more restrictive than the criteria and standards established by this section.

16) Revocation of Permit. The Director of Planning and Development is hereby authorized and empowered to revoke any permit issued by him or her upon failure of the holder thereof to comply with any provision of this section.

17) Clearance of sight triangle. No sign shall be placed in the sight triangle of any roadway corner. This sight triangle is to be defined as the area achieved by measuring 30 feet in both directions from the point of intersection, and connecting these two lines diagonally (See drawing).



4-5.13 Unlawful Signs

A) Prosecution For Violation. If the Director of Planning and Development or his or her representative shall have reason to believe that any sign regulated herein is constructed, erected, or being maintained in violation of this section or that any provision of this section of the ordinance has been violated, he or she may cause a complaint to be filed with the clerk of the municipal court and request the issuance of a notice to appear and commencement of prosecution in the manner provided by K.S.A. 12-4201, against any person who is reasonably believed to have violated any provision of this section. The Director of Planning and Development may, in his or her discretion, give oral or written notice to the owner or occupant that unless the sign is removed within 48 hours of the notice or that such activity violating this section of the ordinance cease immediately, a complaint will be filed alleging violation of this section. For purposes of this section, any owner of property shall be responsible for compliance with the provisions of this section and may be prosecuted for violation of this section if he or she permits or maintains a sign upon his or her property in violation of this section.

B) Appeals. Appeals from a decision of the Director of Planning and Development shall follow the procedures established with the Board of Zoning Appeals.

4-5.14 Schedule of Sign Regulations

(See Following Charts.)

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4-5.14: SCHEDULE OF SIGN REGULATIONS

Zoning District	Regulated Permanent Signs: Allowable Content	Maximum Area	Maximum Number	Structural Type	Height	Lighting	Motion	Conditional Use Provision
	On-Site Signs							
Special Use Permit	Signs identifying public or semi public uses	5% of building facade (Not to exceed 200 square feet total)	1	Wall or Canopy	Below eave or parapet	None or indirect only	None	(Reserved)
		As approved by Plan Commission	1	Monument (Can be double faced)	As approved by Plan Commission	None or indirect only	None	(Reserved)
RP-A *RPA-5* R-1 RP-1 RP-2 RP-3 RP-4	Signs identifying entrances of a subdivision or entry-way monumentation	As approved by *Plan Commission*	One (1) at each major entrance from an arterial or collector street	Monument (Can be double faced)	As approved by Plan Commission	None or indirect only	None	(Reserved)
CP-O SD-O SD-OH	Signs identifying commercial office buildings	Five percent (5%) of building facade (Not to exceed a total of 200 square feet per sign)	3	Wall or Canopy	Below eave or parapet	None, indirect, or semi-illuminated	None	(Reserved)
CP-1 CP-2 SD-CR SD-MARKET SQUARE	Signs identifying retail or service businesses	Five percent (5%) of building facade (Not to exceed 200 square feet per sign)	3	Wall or Canopy	Below eave or parapet	None, indirect, or semi-illuminated	None	(Reserved)
		50 square feet	None. However in lieu of one wall or canopy sign, 1 monument sign is permitted	Monument (Can be double faced).	6 feet	None or indirect only	None	(Reserved)
	Directional Signs	6 square feet	2	Free-standing	3 feet			
BP	Signs identifying the entrances of a business park	100 square feet	1	Monument (main entrance)	9 feet	None or indirect only	None	(Reserved)
		50 square feet	1	Monument (secondary entrance)	6 feet	None or indirect only	None	(Reserved)
	Signs identifying business or commercial establishments within a business park	2 % of facade	1 per facade (maximum of 2 signs total)	Wall (For one wall sign, a detached monument sign *may be substituted)*	Below parapet (6 feet for *monuments)*	None or indirect only	None	(Reserved)
	Directional Signs	6 square feet	As approved	Free-standing	As approved			
PI	Signs identifying business or commercial establishments within an industrial park	2% of facade	1	Wall	Below parapet	None or indirect only	None	(Reserved)
		50 square feet	1	Monument	6 feet			
	Directional Signs	6 square feet	As approved	Free-standing	As approved			

PERMITTED SIGNS BY TYPE AND DISTRICT

Permanent Sign Type	Zoning District: RP-A	RPA-5	R-1	RP-1	RP-2	RP-3	RP-4	CP-O	CP-1	CP-2	BP	PI	SD	AG
Address	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Animated														
Awning									A	A			A	
Banner								C	C	C			C	
Canopy								A	A	A			A	
Changeable Copy														
Directional								A	A	A	A	A	A	
Directory								A	A	A	A	A	A	
Electronic Display														
Exposed Neon									A	A			A	
Flags	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Flashing														
Government	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Marquee														
Monument	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Off-site	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP
Painted Wall														
Pole														
Light Pole Banner									A	A			A	
Portable														
Roof														
Rotating														
Time and Temp.														
Wall								A	A	A	A	A	A	
Window									C	C			C	

A = Allowed only with sign permit, pending approval by the Plan Commission
C = Conditionally permitted
R = Required
SUP = Allowed only with special use permit, pending approval by the Plan Commission
Blank Box = Prohibited

NUMBER, DIMENSION, LOCATION, AND DURATION OF TEMPORARY SIGNS

Temporary Sign Type	Number Allowed	Maximum Sign Area	Time Limit	Location	Zoning Districts
Banner*	One per building	50 square feet	**Currently under further consideration by the Governing Body**	Below eave or parapet wall	Allowed only within CP-O, CP-1, CP-2, and SD districts
Construction/ Builder *	One per site (Two sided or V shape considered as one sign)	50 square feet (sign or sign face)	Must be removed immediately after project completion	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed within all zoning districts
Garage Sale	One per lot	5 square feet	72 hours from time of posting	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed only within RP-A, RPA-5, R-1 RP-1, RP-2, RP-3, and RP-4 districts
Inflatable	*Not Allowed*	*Not Allowed*	*Not Allowed*	*Not Allowed*	*Not Allowed*
Informational	Maximum of one per event, issue, candidate, or belief for any particular lot	5 square feet	Maximum of one allowed all year long (However an unlimited number will be allowed 50 days or less prior to a public election to be held in the City of Leawood)	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	Allowed within all zoning districts
Real Estate: Residential	One per site	5 square feet	Must be removed within 24 hours after sale of property	No sign shall be placed closer than 5 feet to the edge of the pavement or curb of the street	All zoning districts
Real Estate: Commercial / Agricultural/ Developer *	One per site	6' by 6', with a height no greater than 10 feet			Allowed within CP-O, CP-1, CP-2, SD, and Ag zoning districts
Window	Not applicable	Total of permanent and temporary signage not to exceed 10% of window area	Not Applicable	Not Applicable	Allowed only within CP-O, CP-1, CP-2, and SD districts

* Permit Required. See the Leawood City Fee Schedule for applicable charges.

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Section 2. Repeal of Existing Section. That existing Section 4-5 of the Leawood Development Ordinance is hereby repealed.

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 3rd day of March, 1997.

Approved by the Mayor the 3rd day of March, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

/s/ R.S. Wetzler

R.S. Wetzler, City Attorney

ORDINANCE NO. 1664

AN ORDINANCE CONVEYING A RIGHT-OF-WAY TO CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY FOR A PERMANENT SANITARY SEWER EASEMENT ALONG THE NORTHERN AND EASTERN EDGES OF THE PROPOSED PUBLIC WORKS FACILITY AT 143RD AND OVERBROOK.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood, Kansas, does hereby grant a permanent sanitary sewer easement to Consolidated Main Sewer District of Johnson County over and through the following premises in the County of Johnson in the State of Kansas, to wit:

A permanent sanitary sewer easement over strips of land of varying widths, over Parts of Lots 28, 29 and 32, BI-STATE BUSINESS PARK, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Strip of land designated as Line A and A1 on the following described centerline: Commencing at the Northwest corner of said Fractional Section 2, Township 14 South, Range 25 East; thence South 2°18'04" East, a distance of 252.00 feet; thence North 87°52'04" East, a distance of 40.00 feet to the POINT OF BEGINNING of Line A of an easement that shall have a width of 10.00 feet, lying 5.00 feet on each side of said centerline, said point also being the Easterly Right of Way of Kenneth Road as now established; thence continuing North 87°52'04" East, a distance of 677.54 feet to the POINT OF TERMINATION of Line A; thence South 60°11'40" East, a distance of 38.46 feet to the POINT OF BEGINNING of Line A1; thence South 05° 16'13" East, a distance of 303.93 feet to a point hereinafter known as POINT A; thence continuing South 05° 16'13" East, a distance of 70.00 feet to a point hereinafter known as POINT B, also said easement shall have a width of 15.00 feet, lying 7.50 feet on each side of said centerline; thence continuing South 05°16'13" East, a distance of 205.00 feet; thence South 19°38'54" West to a point on the South line of said Lot 29, a distance of 11.97 feet to the POINT OF TERMINATION of Line A, except that part in existing road right of way and that part in existing drainage and utility easements.

ALSO, a temporary easement on designated Line A having a width of 100.00 feet, extending Southerly 30.00 feet to the right and Northerly 70.00 feet to the left of the above centerline as described from the POINT OF BEGINNING of Line A to aforesaid POINT A; thence said

temporary easement shall have a width of 140.00 feet extending Westerly 70.00 feet to the right and Easterly 70.00 feet to the left of the above centerline as described from aforesaid POINT A to aforesaid POINT B; thence said temporary easement shall have a width of 100.00 feet extending Westerly 70.00 feet to the right and Easterly 30.00 feet to the left of the above centerline as described from aforesaid POINT B to the POINT OF TERMINATION of Line A, except that part in Permanent Sanitary Sewer Easement and that part in existing road right-of-way and that part also in existing drainage and utility easement

Section 2. That a copy of said easement is attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997.

Approved by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

ORD1664

Publication Fees: $28.54

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1664--2/25/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

February 25, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$28.54

ORDINANCE NO. 1664

First published in The Legal Record, Tuesday, February 25, 1997.

ORDINANCE NO. 1664

AN ORDINANCE CONVEYING A RIGHT-OF-WAY TO CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY FOR A PERMANENT SANITARY SEWER EASEMENT ALONG THE NORTHERN AND EASTERN EDGES OF THE PROPOSED PUBLIC WORKS FACILITY AT 143RD AND OVERBROOK.

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Section 1. That the City of Leawood, Kansas, does hereby grant a permanent sanitary sewer easement to Consolidated Main Sewer District of Johnson County over and through the following premises in the County of Johnson in the State of Kansas, to wit:

A permanent sanitary sewer easement over strips of land of varying widths, over Parts of Lots 28, 29 and 32, BI-STATE BUSINESS PARK, a subdivision in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Strip of land designated as Line A and A1 on the following described centerline: Commencing at the Northwest corner of said Fractional Section 2, Township 14 South, Range 25 East; thence South 2° 18'04" East, a distance of 252.00 feet; thence North 87°52'04" East, a distance of 40.00 feet to the POINT OF BEGINNING of Line A of an easement that shall have a width of 10.00 feet, lying 5.00 feet on each side of said centerline, said point also being the Easterly Right of Way of Kenneth Road as now established; thence continuing North 87°52'04" East, a distance of 677.54 feet to the POINT OF TERMINATION of Line A; thence South 60° 11'40" East, a distance of 38.46 feet to the POINT OF BEGINNING of Line A1; thence South 05° 16'13" East, a distance of 303.93 feet to a point hereinafter known as POINT A; thence continuing South 05° 16'13" East, a distance of 70.00 feet to a point hereinafter known as POINT B, also said easement shall have a width of 15.00 feet, lying 7.50 feet on each side of said centerline; thence continuing South 05° 16'13" East, a distance of 205.00 feet; thence South 19° 38'54" West to a point on the South line of said Lot 29, a distance of 11.97 feet to the POINT OF TERMINATION of Line A, except that part in existing road right of way and that part in existing drainage and utility easements.

ALSO, a temporary easement on designated Line A having a width of 100.00 feet, extending Southerly 30.00 feet to the right and Northerly 70.00 feet to the left of the above centerline as described from the POINT OF BEGINNING of Line A to aforesaid POINT A; thence said temporary easement shall have a width of 140.00 feet extending Westerly 70.00 feet to the right and Easterly 70.00 feet to the left of the above centerline as described from aforesaid POINT A to aforesaid POINT B; thence said temporary easement shall have a width of 100.00 feet extending Westerly 70.00 feet to the right and Easterly 30.00 feet to the left of the above centerline as described from aforesaid POINT B to the POINT OF TERMINATION of Line A, except that part in Permanent Sanitary Sewer Easement and that part in existing road right-of-way and that part also in existing drainage and utility easement

Section 2. That a copy of said easement is attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997.

Approved by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler
R.S. Wetzler City Attorney

ORDINANCE NO. 1663

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 172 (OXFORD HILLS STORMWATER IMPROVEMENTS), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $400,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF STORM SEWERS WITHIN THE CITY OF LEAWOOD, KANSAS, BEGINNING ON THE SOUTHEAST CORNER OF 119TH STREET AND ENSLEY ROAD (11901 ENSLEY ROAD), THENCE SOUTHERLY FOR A DISTANCE OF APPROXIMATELY 662 FEET STOPPING AT 11919 WINDSOR ROAD, TO INCLUDE IMPROVEMENTS ALONG 120 FEET OF WINDSOR ROAD IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-631r, et seq., as amended, and Ordinance No. 1633, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: construction of storm sewers within the City of Leawood, Kansas, beginning on the southeast corner of 119th Street and Ensley Road (11901 Ensley Road), thence southerly for a distance of approximately 662 feet stopping at 11919 Windsor Road, to include improvements along 120 feet of Windsor Road (the "Project") at an estimated cost of $500,000; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next nine months in the amount of $400,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to pay the costs of the project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 172 (Oxford Hills stormwater improvements), in the aggregate principal amount of Four Hundred Thousand Dollars ($400,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 4 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear in-

terest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the

office of the Treasurer of the State of Kansas, and when so executed and registered; said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.88% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from

the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmo172

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 100.25

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1663

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 172 (OXFORD HILLS STORMWATER IMPROVEMENTS), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $400,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF STORM SEWERS WITHIN THE CITY OF LEAWOOD, KANSAS, BEGINNING ON THE SOUTHEAST CORNER OF 119TH STREET AND ENSLEY ROAD (11901 ENSLEY ROAD), THENCE SOUTHERLY FOR A DISTANCE OF APPROXIMATELY 662 FEET STOPPING AT 11919 WINDSOR ROAD, TO INCLUDE IMPROVEMENTS ALONG 120 FEET OF WINDSOR ROAD IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-631r, et seq., as amended, and Ordinance No. 1633, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: construction of storm sewers within the City of Leawood, Kansas, beginning on the southeast corner of 119th Street and Ensley Road (11901 Ensley Road), thence southerly for a distance of approximately 662 feet stopping at 11919 Windsor Road, to include improvements along 120 feet of Windsor Road (the "Project") at an estimated cost of $500,000; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next nine months in the amount of $400,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to pay the costs of the project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 172 (Oxford Hills stormwater improvements), in the aggregate principal amount of Four Hundred Thousand Dollars ($400,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 4 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.88% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 n[illegible] or advisability.

Section Ten. Effective Date. That this Ordinance shall take effect and [illegible] in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

(17241-1F-JC)

ORDINANCE NO. 1662

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 165 (KENNETH ROAD REHABILITATION), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,000,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF THE REHABILITATION OF KENNETH ROAD FROM 1,000 FEET SOUTH OF 143RD STREET NORTHERLY TO 700 FEET SOUTH OF 135TH STREET, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1652, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: rehabilitation of Kenneth Road from 1,000 feet south of 143rd Street northerly to 700 feet south of 135th Street (the "Project") at an estimated cost of $2,104,956; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next nine months in the amount of $1,000,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to pay the costs of the project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 165 (Kenneth Road Rehabilitation), in the aggregate principal amount of One Million Dollars ($1,000,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 10 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporane-

ously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.685% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser

thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmo165

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin

NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 96.20

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1662

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 165 (KENNETH ROAD REHABILITATION), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,000,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF THE REHABILITATION OF KENNETH ROAD FROM 1,000 FEET SOUTH OF 143RD STREET NORTHERLY TO 700 FEET SOUTH OF 135TH STREET, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1652, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: rehabilitation of Kenneth Road from 1,000 feet south of 143rd Street northerly to 700 feet south of 135th Street (the "Project") at an estimated cost of $2,104,956; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next nine months in the amount of $1,000,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to pay the costs of the project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 165 (Kenneth Road Rehabilitation), in the aggregate principal amount of One Million Dollars ($1,000,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 10 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.685% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

(17240-1F-JC)

ORDINANCE NO. 1661

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 160 (MUNICIPAL POOL COMPLEX IMPROVEMENTS), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENTS TO THE MUNICIPAL POOL COMPLEX IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and Ordinance No. 1653, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the reconstruction, remodeling, replacement and repair of the pool, bathhouse and related facilities at Leawood Park, 10601 Lee Boulevard, (the "Project") at an estimated cost of $1,600,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 140 (Municipal Pool Complex Improvements), dated July 1, 1996, in the principal amount of $700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next nine months in the amount of $500,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 160 (Municipal Pool Complex Improvements), in the aggregate principal amount of One Million Two Hundred Thousand Dollars ($1,200,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of

bearer notes numbered 1 through 12 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City

are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.685% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $700,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmr160

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 102.14

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1661

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 160 (MUNICIPAL POOL COMPLEX IMPROVEMENTS), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENTS TO THE MUNICIPAL POOL COMPLEX IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and Ordinance No. 1653, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the reconstruction, remodeling, replacement and repair of the pool, bathhouse and related facilities at Leawood Park, 10601 Lee Boulevard, (the "Project") at an estimated cost of $1,600,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 140 (Municipal Pool Complex Improvements), dated July 1, 1996, in the principal amount of $700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next nine months in the amount of $500,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 160 (Municipal Pool Complex Improvements), in the aggregate principal amount of One Million Two Hundred Thousand Dollars ($1,200,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 12 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.685% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $700,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

(17239-1F-JC)

ORDINANCE NO. 1660

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 146 (TOWN CENTER PLAZA), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 117TH STREET FROM ITS INTERSECTION WITH TOWN CENTER DRIVE WEST TO NALL AVENUE, SIGNALIZATION OF THE INTERSECTIONS OF NALL AND 117TH STREET, 119TH STREET AND HAWTHORNE, TOWN CENTER DRIVE AND ROE AVENUE, TOWN CENTER DRIVE AND NALL AVENUE AND 119TH STREET AT ROSEWOOD, CERTAIN UTILITY MAIN IMPROVEMENTS, BURIAL OF OVERHEAD POWER LINES, THE WIDENING AND UTILITY RELOCATIONS OF NALL AVENUE, 119TH STREET, ROE, AND TOWN CENTER DRIVE FROM ROE TO 117TH STREET, THE WIDENING OF TOWN CENTER DRIVE FROM 117TH STREET TO NALL AVENUE, SIGNALIZATION OF THE INTERSECTION OF TOWN CENTER DRIVE AND 117TH STREET OR TOWN CENTER DRIVE AND LEAWOOD CITY HALL/LEAWOOD LIBRARY, AND THE OVERLAY OF 119TH STREET FROM ROE AVENUE TO NALL AVENUE AND ROE AVENUE FROM TOWN CENTER DRIVE TO 119TH STREET IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1238, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: construction of 117th Street from its intersection with Town Center Drive west to Nall Avenue; signalization of various intersections (as hereinbefore outlined); certain utility main improvements, burial of overhead power lines; widening and utility relocations of various streets (as hereinbefore outlined); and the overlay of 119th Street from Roe Avenue to Nall Avenue and Roe Avenue from Town Center Drive to 119th Street (the "Project") at an estimated cost of $4,100,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 146 (Town Center Plaza), dated July 1, 1996, in the principal amount of $1,000,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next nine months in the amount of $200,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 146 (Town Center Plaza), in the aggregate principal amount of One Million Two Hundred Thousand Dollars ($1,200,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 12 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably

pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect special assessments on property benefitted by the Project, and to the extent said special assessments shall not be so collected, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.76% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer. The sum of $1,000,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal

income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmr146

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 112.94

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1660

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 146 (TOWN CENTER PLAZA), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $1,200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 117TH STREET FROM ITS INTERSECTION WITH TOWN CENTER DRIVE WEST TO NALL AVENUE, SIGNALIZATION OF THE INTERSECTIONS OF NALL AND 117TH STREET, 119TH STREET AND HAWTHORNE, TOWN CENTER DRIVE AND ROE AVENUE, TOWN CENTER DRIVE AND NALL AVENUE AND 119TH STREET AT ROSEWOOD, CERTAIN UTILITY MAIN IMPROVEMENTS, BURIAL OF OVERHEAD POWER LINES, THE WIDENING AND UTILITY RELOCATIONS OF NALL AVENUE, 119TH STREET, ROE, AND TOWN CENTER DRIVE FROM ROE TO 117TH STREET, THE WIDENING OF TOWN CENTER DRIVE FROM 117TH STREET TO NALL AVENUE, SIGNALIZATION OF THE INTERSECTION OF TOWN CENTER DRIVE AND 117TH STREET OR TOWN CENTER DRIVE AND LEAWOOD CITY HALL/LEAWOOD LIBRARY, AND THE OVERLAY OF 119TH STREET FROM ROE AVENUE TO NALL AVENUE AND ROE AVENUE FROM TOWN CENTER DRIVE TO 119TH STREET IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1238, the *Governing Body of the City* of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: construction of 117th Street from its intersection with Town Center Drive west to Nall Avenue; signalization of various intersections (as hereinbefore outlined); certain utility main improvements, burial of overhead power lines; widening and utility relocations of various streets (as hereinbefore outlined); and the overlay of 119th Street from Roe Avenue to Nall Avenue and Roe Avenue from Town Center Drive to 119th Street (the "Project") at an estimated cost of $4,100,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 146 (Town Center Plaza), dated July 1, 1996, in the principal amount of $1,000,000 *(the "Prior Notes") to provide funds to pay the* costs of the Project heretofore incurred by the City; And

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next nine months in the amount of $200,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 146 (Town Center Plaza), in the aggregate principal amount of One Million Two Hundred Thousand *Dollars ($1,200,000) (the "Notes"). The amount of the Notes* together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 12 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and *cancelled contemporaneously* with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources *of the City of Leawood, Kansas, shall be and the same are hereby irrevocably* pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect special assessments on property benefitted by the Project, and to the extent said special assessments shall not be so collected, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.76% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer. The sum of $1,000,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying the costs and expenses of the Project.

Section Seven. Tax Covenants. The City *covenants and agrees* that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart, Mayor

ATTEST:

Martha Heiser, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

(17238-1FJC)

ORDINANCE NO. 1659

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 144 (MISSION ROAD, 103RD - I-435), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $500,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF MISSION ROAD, 103RD - I-435, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1204, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of certain sections of Mission Road from 103rd Street to I-435 within the City of Leawood (the "Project") at an estimated cost of $2,000,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 144 (Mission Road, 103rd - I-435), dated July 1, 1996, in the principal amount of $200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next nine months in the amount of $300,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 144 (Mission Road, 103rd - I-435), in the aggregate principal amount of

Five Hundred Thousand Dollars ($500,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 5 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.77% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $200,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnnmr144

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 106.19

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1659

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 144 (MISSION ROAD, 103RD - I-435), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $500,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF MISSION ROAD, 103RD - I-435, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1204, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of certain sections of Mission Road from 103rd Street to I-435 within the City of Leawood (the "Project") at an estimated cost of $2,000,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 144 (Mission Road, 103rd - I-435), dated July 1, 1996, in the principal amount of $300,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next nine months in the amount of $300,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 144 (Mission Road, 103rd - I-435), in the aggregate principal amount of Five Hundred Thousand Dollars ($500,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 5 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.77% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of $200,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund created for the purpose of paying costs and expenses of the Project.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

R. S. Wetzler, City Attorney

(17297-1F-JC)

ORDINANCE NO. 1658

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 140 (83RD STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $700,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF 83RD STREET, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1424, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of 83rd Street beginning at a point on the Kansas/Missouri state line which is the centerline of 83rd Street and 111.18 feet east of the center line of State Line Road; thence west along the centerline of 83rd Street to a point on the west corporate city limit, said point being approximately 650.10 feet west of the centerline of Wenonga Road (south), within the City of Leawood (the "Project") at an estimated cost of $3,095,816.00; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 140 (83rd Street), dated July 1, 1996, in the principal amount of $700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 140 (83rd Street), in

the aggregate principal amount of Seven Hundred Thousand Dollars ($700,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 7 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and

interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.88% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualifed Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City

and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnr140

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 105.65

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1658

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 140 (83RD STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $700,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF 83RD STREET, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1424, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of 83rd Street beginning at a point on the Kansas/Missouri state line which is the centerline of 83rd Street and 111.18 feet east of the center line of State Line Road; thence west along the centerline of 83rd Street to a point on the west corporate city limit, said point being approximately 650.10 feet west of the centerline of Wenonga Road (south), within the City of Leawood (the "Project") at an estimated cost of $3,095,816.00; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 140 (83rd Street), dated July 1, 1996, in the principal amount of $700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 140 (83rd Street), in the aggregate principal amount of Seven Hundred Thousand Dollars ($700,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 7 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.88% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Meizer

Martha Meizer, City Clerk

APPROVED AS TO FORM:

R. S. Wetzler, City Attorney

(17236-1F-JC)

ORDINANCE NO. 1657

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 137 (STATE LINE ROAD, PHASE IV), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT TO STATE LINE ROAD FROM A POINT 25.50 FEET SOUTH OF THE CENTERLINE OF 103RD STREET TO A POINT 123.76 FEET SOUTH OF THE CENTERLINE OF CARONDOLET, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES, APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS, OR OTHER IMPROVEMENTS OR ANY TWO OR MORE OF SUCH IMPROVEMENTS OR REIMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1372, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of State Line Road from a point 25.50 feet south of the centerline of 103rd Street, to a point 123.76 feet south of the centerline of Carondolet, a distance of approximately 2646 feet, within the City of Leawood (the "Project") at an estimated cost of $3,680,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 137 (State Line Road, Phase IV), dated July 1, 1996, in the principal amount of $100,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 137 (State Line Road,

Phase IV), in the aggregate principal amount of One Hundred Thousand Dollars ($100,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer note numbered 1 in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and

interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.77% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City

and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnr137

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 106.19

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1657

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 137 (STATE LINE ROAD, PHASE IV), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT TO STATE LINE ROAD FROM A POINT 25.50 FEET SOUTH OF THE CENTERLINE OF 103RD STREET TO A POINT 123.76 FEET SOUTH OF THE CENTERLINE OF CARONDOLET, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES, APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS, OR OTHER IMPROVEMENTS OR ANY TWO OR MORE OF SUCH IMPROVEMENTS OR REIMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1372, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of State Line Road from a point 25.50 feet south of the centerline of 103rd Street, to a point 123.76 feet south of the centerline of Carondolet, a distance of approximately 2646 feet, within the City of Leawood (the "Project") at an estimated cost of $3,680,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 137 (State Line Road, Phase IV), dated July 1, 1996, in the principal amount of $100,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 137 (State Line Road, Phase IV), in the aggregate principal amount of One Hundred Thousand Dollars ($100,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer note numbered 1 in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.77% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

R. J. Watzler, City Attorney

(17235-1F-JC)

ORDINANCE NO. 1656

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 131 (NALL AVENUE, 119TH-135TH STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $500,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF NALL AVENUE, 119TH-135TH STREET, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1433, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of Nall Avenue beginning at a point on the west line of Section 28-13-25, 2651 feet north of the centerline of 135th Street said point being the common city limit lines of Leawood, Kansas, and Overland Park, Kansas; thence north 3985 feet along the west line of Section 28-13-25 and Section 21-13-25 to a point on the common city limit lines of Leawood, Kansas, and Overland Park, Kansas, said point being 3997 feet south of the centerline of 119th Street, within the City of Leawood (the "Project") at an estimated cost of $7,604,683; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 131 (Nall Avenue, 119th-135th Street), dated July 1, 1996, in the principal amount of $500,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed by the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall

be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 131 (Nall Avenue, 119th-135th Street), in the aggregate principal amount of Five Hundred Thousand Dollars ($500,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 5 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing

Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.77% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of

the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

S E A L

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnr131

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 107.00

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1656

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 131 (NALL AVENUE, 119TH-135TH STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $500,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF NALL AVENUE, 119TH-135TH STREET, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1433, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of Nall Avenue, beginning at a point on the west line of Section 28-13-25, 2651 feet north of the centerline of 135th Street said point being the common city limit lines of Leawood, Kansas, and Overland Park, Kansas; thence north 3985 feet along the west line of Section 28-13-25 and Section 21-13-25 to a point on the common city limit lines of Leawood, Kansas, and Overland Park, Kansas, said point being 1997 feet south of the centerline of 119th Street, within the City of Leawood (the "Project") at an estimated cost of $7,604,683; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 131 (Nall Avenue, 119th-135th Street), dated July 1, 1996, in the principal amount of $500,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed by the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 131 (Nall Avenue, 119th-135th Street), in the aggregate principal amount of Five Hundred Thousand Dollars ($500,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 5 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.60% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas; and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.77% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existance since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart, Mayor

ATTEST:

Martha Meizer, City Clerk

APPROVED AS TO FORM:

R. S. Wetzler, City Attorney

(17234-1F-JC)

ORDINANCE NO. 1655

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 126 (MISSION ROAD, 95TH STREET-103RD STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF MISSION ROAD, 95TH STREET-103RD STREET, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1330, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of certain sections of Mission Road from 385 feet south of 95th Street to 385 feet south of 103rd Street within the City of Leawood (the "Project") at an estimated cost of $1,571,300; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 126 (Mission Road, 95th Street-103rd Street), dated July 1, 1996, in the principal amount of $100,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 126 (Mission Road, 95th Street-103rd Street), in the aggregate principal amount of One Hundred Thousand Dollars ($100,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain

outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer note numbered 1 in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of

the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.77% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265 (b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265 (b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnr126

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 103.76

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1635

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 126 (MISSION ROAD, 95TH STREET-103RD STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OR REIMPROVEMENT OF MISSION ROAD, 95TH STREET-103RD STREET, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES AND APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS OR OTHER IMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1330, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: improvement of certain sections of Mission Road from 385 feet south of 95th Street to 385 feet south of 103rd Street within the City of Leawood (the "Project") at an estimated cost of $1,571,300; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 126 (Mission Road, 95th Street-103rd Street), dated July 1, 1996, in the principal amount of $100,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 126 (Mission Road, 95th Street-103rd Street), in the aggregate principal amount of One Hundred Thousand Dollars ($100,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer note numbered 1 in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.77% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265 (b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265 (b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

(17233-1F-JC)

ORDINANCE NO. 1654

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 124 (135TH STREET [K-150], STATE LINE-NALL AVENUE), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $2,900,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF IMPROVEMENTS TO 135TH STREET (K-150), STATE LINE-NALL AVENUE, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES, APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS, OR OTHER IMPROVEMENTS OR ANY TWO OR MORE OF SUCH IMPROVEMENTS OR REIMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1203, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the improvement and reimprovement of 135th Street (K-150) located within the City of Leawood (State Line-Nall Avenue) (the "Project") at an estimated cost of $6,850,400; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 124 (135th Street [K-150], State Line-Nall Avenue), dated July 1, 1996, in the principal amount of $2,900,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 124 (135th Street [K-150], State Line-Nall Avenue), in the aggregate principal amount of Two Million Nine Hundred Thousand Dollars ($2,900,000) (the "Notes"). The amount of the Notes

together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 29 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by notice thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form

aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

S E A L

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

WII-tnr124

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 104.30

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1654

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 124 (135TH STREET (K-150), STATE LINE-NALL AVENUE), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $2,900,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF IMPROVEMENTS TO 135TH STREET (K-150), STATE LINE-NALL AVENUE, INCLUDING GRADING, REGRADING, CURBING, RECURBING, GUTTERING, REGUTTERING, PAVING, REPAVING, MACADAMIZING, REMACADAMIZING, CONSTRUCTING, RECONSTRUCTING, OPENING, WIDENING, EXTENDING, ROUNDING CORNERS, STRAIGHTENING, RELOCATING, CONSTRUCTION OR RECONSTRUCTION OF ANY NECESSARY BRIDGES, APPROACHES THERETO, VIADUCTS, OVERPASSES, UNDERPASSES, CULVERTS, STORM DRAINAGE, TRAFFICWAY ILLUMINATION, TRAFFIC CONTROL DEVICES, PEDESTRIAN WAYS, BICYCLE WAYS, OR OTHER IMPROVEMENTS OR ANY TWO OR MORE OF SUCH IMPROVEMENTS OR REIMPROVEMENTS AND OTHER INCIDENTAL CONSTRUCTION COSTS, IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1203, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit: the improvement and reimprovement of 135th Street (K-150) located within the City of Leawood (State Line-Nall Avenue) (the "Project") at an estimated cost of $6,850,400; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 124 (135th Street (K-150), State Line-Nall Avenue), dated July 1, 1996, in the principal amount of $2,900,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable.

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

Section One. Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 124 (135th Street (K-150), State Line-Nall Avenue), in the aggregate principal amount of Two Million Nine Hundred Thousand Dollars ($2,900,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

Section Two. Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 29 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated February 26, 1997, shall mature by their stated terms and become due and payable on November 20, 1997. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 4.00% per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any date prior to the stated maturity of said Notes by [illegible] thereof given in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, and payment of said Notes, such publication of such notice or mailing of written notification of redemption to the original purchaser and the known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

Section Three. Security for the Notes. The full faith, credit and resources of the City of Leawood, Kansas, shall be and the same are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes.

The Governing Body of the City shall make provisions for the payment of said Notes by the issuance of renewal notes or general obligation bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, the Governing Body shall levy and collect a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

Section Four. Form of Notes. Each of said Notes shall be in customary form as provided by law, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

Section Five. Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.7% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

Section Six. Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

Section Seven. Tax Covenants. The City covenants and agrees that (1) it will comply with each and every provision of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), that is or may become applicable to the Notes, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes, including but not limited to any provisions requiring the rebate of earnings on amounts held in funds or accounts created with respect to the Notes and (2) it will not use or permit the use of any of the proceeds of the Notes or other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes; provided, however, the foregoing provision in (1) above shall be and become null and void if and to the extent that the City shall receive an opinion from nationally recognized bond counsel which concludes that compliance with the foregoing covenant and the provisions of the Code as provided in this section shall not be required to maintain and continue the tax-exempt status of the interest income on the Notes.

Section Eight. Designation of Notes as Qualified Tax-Exempt Obligations. The Governing Body hereby finds, determines, represents and warrants, as follows:

1. The City is a duly created and validly existing municipal corporation of the State of Kansas in existence since 1948;

2. Since January 1, 1997, the City, any related issuer on behalf of the City and any subordinate issuing entity to the City have not issued bonds or notes or other tax-exempt obligations taken into account under Section 265(b)(3)(D) of an aggregate amount in excess of $10,000,000;

3. The City does not reasonably anticipate issuing tax-exempt obligations taken into account under Section 265(b)(3)(D) during calendar year 1997 in an aggregate amount in excess of $10,000,000;

4. No portion of the proceeds of the sale of the Notes will be loaned to or will such proceeds or the Project be in any manner used on a basis different from the general public in the trade or business of any person, firm or corporation other than a governmental entity.

The Governing Body of the City hereby designates the Notes to be "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265 of the Code.

Section Nine. Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further 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 Ordinance 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 Ten. Effective Date. That this Ordinance shall take effect and be in force after its publication as provided by law.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart, Mayor

ATTEST:

Martha Neizer, City Clerk

APPROVED FOR FORM:

R. S. Wetzler, City Attorney

(17220-[illegible]

ORDINANCE NO. 1653

AN ORDINANCE AMENDING ORDINANCE NO. 1527 AUTHORIZING THE IMPROVEMENT OF THE MUNICIPAL POOL COMPLEX WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO PAY THE COSTS THEREOF AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, the City of Leawood, Kansas (the "City") is authorized by K.S.A. Section 12-1736 et. seq. (the "Act") to alter, repair, reconstruct, remodel, replace or make additions to, furnish and equip a public building or buildings, and the Governing Body has by Ordinance No. 1527 adopted October 2, 1995, found and determined that it is necessary and advisable to make major improvements to the municipal pool complex located in the city park at 10601 Lee Boulevard, Leawood, Kansas, to include the reconstruction, remodeling, replacement and repair of the pool, bathhouse and related facilities, and the cost of improvement was estimated to be $1,196,516.00; and

WHEREAS, plans for the project have been completed, bids have been let and construction has commenced, and the cost of the improvement is now estimated to be $1,600,000; and

WHEREAS, the Governing Body of the City hereby finds and determines that it is necessary and advisable to proceed with the improvements to the municipal pool complex and provide for the issuance of general obligation bonds of the City in an amount not to exceed $1,900,000 for the purpose of financing the costs of said improvements and related financing costs and for the issuance of temporary notes of the City pending the issuance of said bonds;

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

Section 1. That Ordinance No. 1527 is hereby amended by deleting Section 2 thereof in its entirety and inserting in lieu thereof the following:

> "Section 2. That the Governing Body of the City hereby authorizes the issuance of general obligation bonds of the City pursuant to the Act and in the manner provided by law in an amount not to exceed $1,900,000 to pay the costs of the aforesaid improvements."

Section 2. That pending issuance of the bonds of the City as hereinbefore provided and in order to pay the cost of the improvements to the municipal pool complex, the City is

hereby authorized to issue from time to time temporary notes of the City as provided by law.

Section 3. That Section 2 of Ordinance No. 1527 is hereby repealed.

Section 4. That except as herein otherwise provided, all of the terms and provisions of Ordinance No. 1527 are hereby ratified, approved and confirmed.

Section 5. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997.

Approved by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart, Mayor

Attest:

Martha Heizer, City Clerk

Approved for form:

R.B. Wetzler, City Attorney

2714455

ORDINANCE NO. 1653

AN ORDINANCE AMENDING ORDINANCE NO. 1527 AUTHORIZING THE IMPROVEMENT OF THE MUNICIPAL POOL COMPLEX WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO PAY THE COSTS THEREOF AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, the City of Leawood, Kansas (the "City") is authorized by K.S.A. Section 12-1736 et. seq. (the "Act") to alter, repair, reconstruct, remodel, replace or make additions to, furnish and equip a public building or buildings, and the Governing Body has by Ordinance No. 1527 adopted October 2, 1995, found and determined that it is necessary and advisable to make major improvements to the municipal pool complex located in the city park at 10601 Lee Boulevard, Leawood, Kansas, to include the reconstruction, remodeling, replacement and repair of the pool, bathhouse and related facilities, and the cost of improvement was estimated to be $1,196,516.00; and

WHEREAS, plans for the project have been completed, bids have been let and construction has commenced, and the cost of the improvement is now estimated to be $1,600,000; and

WHEREAS, the Governing Body of the City hereby finds and determines that it is necessary and advisable to proceed with the improvements to the municipal pool complex and provide for the issuance of general obligation bonds of the City in an amount not to exceed $1,900,000 for the purpose of financing the costs of said improvements and related financing costs and for the issuance of temporary notes of the City pending the issuance of said bonds;

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

Section 1. That Ordinance No. 1527 is hereby amended by deleting Section 2 thereof in its entirety and inserting in lieu thereof the following:

> "Section 2. That the Governing Body of the City hereby authorizes the issuance of general obligation bonds of the City pursuant to the Act and in the manner provided by law in an amount not to exceed $1,900,000 to pay the costs of the aforesaid improvements."

Section 2. That pending issuance of the bonds of the City as hereinbefore provided and in order to pay the cost of the improvements to the municipal pool complex, the City is

8.00 CR

hereby authorized to issue from time to time temporary notes of the City as provided by law.

Section 3. That Section 2 of Ordinance No. 1527 is hereby repealed.

Section 4. That except as herein otherwise provided, all of the terms and provisions of Ordinance No. 1527 are hereby ratified, approved and confirmed.

Section 5. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997.

Approved by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart, Mayor

Attest:

Martha Heizer, City Clerk

Approved for form:

R.J. Wetzler, City Attorney

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1997 JUN 19 P 4:00 3

SARA F. ULLMANN
REGISTER OF DEEDS

8.00

CERTIFICATE

State of Kansas
County of Johnson
City of Leawood

I, Martha Heizer, City Clerk of the City of Leawood, Kansas, hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 1653 as the same appears in my office.

In testimony whereof, I have hereunto signed my name and affixed the seal of said city this 30th day of May, 1997.

(S E A L)

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 48.95

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1653

AN ORDINANCE AMENDING ORDINANCE NO. 1527 AUTHORIZING THE IMPROVEMENT OF THE MUNICIPAL POOL COMPLEX WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO PAY THE COSTS THEREOF AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, the City of Leawood, Kansas (the "City") is authorized by K.S.A. Section 12-1736 et. seq. (the "Act") to alter, repair, reconstruct, remodel, replace or make additions to, furnish and equip a public building or buildings, and the Governing Body has by Ordinance No. 1527 adopted October 2, 1995, found and determined that it is necessary and advisable to make major improvements to the municipal pool complex located in the city park at 10601 Lee Boulevard, Leawood, Kansas, to include the reconstruction, remodeling, replacement and repair of the pool, bathhouse and related facilities, and the cost of improvement was estimated to be $1,196,516.00; and

WHEREAS, plans for the project have been completed, bids have been let and construction has commenced, and the cost of the improvement is now estimated to be $1,600,000; and

WHEREAS, the Governing Body of the City hereby finds and determines that it is necessary and advisable to proceed with the improvements to the municipal pool complex and provide for the issuance of general obligation bonds of the City in an amount not to exceed $1,900,000 for the purpose of financing the costs of said improvements and related financing costs and for the issuance of temporary notes of the City pending the issuance of said bonds;

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

Section 1. That Ordinance No. 1527 is hereby amended by deleting Section 2 thereof in its entirety and inserting in lieu thereof the following:

"Section 2. That the Governing Body of the City hereby authorizes the issuance of general obligation bonds of the City pursuant to the Act and in the manner provided by law in an amount not to exceed $1,900,000 to pay the costs of the aforesaid improvements."

Section 2. That pending issuance of the bonds of the City as hereinbefore provided and in order to pay the cost of the improvements to the municipal pool complex, the City is hereby authorized to issue from time to time temporary notes of the City as provided by law.

Section 3. That Section 2 of Ordinance No. 1527 is hereby repealed.

Section 4. That except as herein otherwise provided, all of the terms and provisions of Ordinance No. 1527 are hereby ratified, approved and confirmed.

Section 5. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997.

Approved by the Mayor the 18th day of February, 1997.

(S E A L)

Marcia Rinehart, Mayor

Attest:

Martha Helzer, City Clerk

Approved for form: R.J. Wetzler, City Attorney (17231-1F-JC)

ORDINANCE NO. 1652

AN ORDINANCE AUTHORIZING THE IMPROVEMENT OF CERTAIN SECTION OF KENNETH ROAD, A MAIN TRAFFICWAY, BEGINNING AT A POINT 1000 FEET SOUTH OF 143RD STREET, NORTHERLY TO A POINT 700 FEET SOUTH OF 135TH STREET, WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO PAY THE COSTS THEREOF, PURSUANT TO THE PROVISIONS OF K.S.A. 12-685 ET.SEQ., AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, the City of Leawood has previously by Section 14-206 of the "Code of the City of Leawood, Kansas," designated that portion of Kenneth Road which is located within this City as a main trafficway pursuant to the provisions of K.S.A. 12-685; and

WHEREAS, K.S.A. 12-687 provides that the Governing Body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded among others, by the issuance of general obligation bonds; and

WHEREAS, Section 1.103-18 of the Income Tax Regulations issued by the Internal Revenue Service (the "Regulations") requires that the City make a prior declaration of its intent to reimburse itself for project expenditures made by the City prior

to the date of issuance of notes or bonds, and the City desires to comply with the requirements of the Regulations with respect to this Project.

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove certain portions of Kenneth Road, beginning at a point 1000 feet south of 143rd street, northerly to a point 700 feet south of 135th street, within the City of Leawood, as provided by and under the authority of K.S.A. 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. 12-689.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

Section 1. It is hereby deemed and declared to be necessary to improve and reimprove certain portions of Kenneth Road, beginning at a point 1000 feet south of 143rd street, northerly to a point 700 feet south of 135th street, located within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be done under the authority of K.S.A. 12-687.

Section 2. The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, inspection, acquisition of right-of-way and easements, financing costs and contingencies, is $2,104,956 and shall be chargeable to the City at large and may be paid by the issuance of general obligation bonds of the City of Leawood under the authority of K.S.A. 12-689.

Section 3. That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation bonds of the City in an amount not to exceed $2,200,000.00

Section 4. That to the extent the City shall pay all or any portion of the costs of the Project from available funds on hand prior to the issuance of temporary notes or bonds, the City hereby declares that it reasonably expects to reimburse such expenditures out of the proceeds of such temporary notes and such general obligation bonds. All such expenditures so reimbursed shall be capital expenditures with the meaning of Section 1.150-1(h) of the Income Tax Regulations (the "Regulations").

This declaration is a declaration of official intent adopted pursuant to Section 1.103-18 of the Regulations.

Section 5. That as of the date hereof, there are not City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of temporary notes or the bonds. This ordinance, therefore, is determined to be consistent

with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 6. That this Ordinance shall be filed within 30 days of its adoption in the publicly available official books and records of the City. This Ordinance shall be available for inspection at the office of the City Clerk at City Hall during normal business hours of the City on every business day until the date of issuance of bonds.

Section 7 That the City's Director of Finance shall be responsible for making any "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amounts of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

Section 8. This ordinance shall take effect and be of force from and after its passage and approval and publication once in the official city newspaper.

Passed by the Governing Body this 18th day of February, 1997.

Approved by the Mayor this 18th day of February, 1997.

(SEAL)

Marcia Rinehart Mayor

Attest:

Martha Heizer City Clerk

APPROVED AS TO FORM

R.S. Wetzler City Attorney

2714454

ORDINANCE NO. 1652

AN ORDINANCE AUTHORIZING THE IMPROVEMENT OF CERTAIN SECTION OF KENNETH ROAD, A MAIN TRAFFICWAY, BEGINNING AT A POINT 1000 FEET SOUTH OF 143RD STREET, NORTHERLY TO A POINT 700 FEET SOUTH OF 135TH STREET, WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO PAY THE COSTS THEREOF, PURSUANT TO THE PROVISIONS OF K.S.A. 12-685 ET.SEQ., AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, the City of Leawood has previously by Section 14-206 of the "Code of the City of Leawood, Kansas," designated that portion of Kenneth Road which is located within this City as a main trafficway pursuant to the provisions of K.S.A. 12-685; and

WHEREAS, K.S.A. 12-687 provides that the Governing Body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded among others, by the issuance of general obligation bonds; and

WHEREAS, Section 1.103-18 of the Income Tax Regulations issued by the Internal Revenue Service (the "Regulations") requires that the City make a prior declaration of its intent to reimburse itself for project expenditures made by the City prior

to the date of issuance of notes or bonds, and the City desires to comply with the requirements of the Regulations with respect to this Project.

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove certain portions of Kenneth Road, beginning at a point 1000 feet south of 143rd street, northerly to a point 700 feet south of 135th street, within the City of Leawood, as provided by and under the authority of K.S.A. 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. 12-689.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

Section 1. It is hereby deemed and declared to be necessary to improve and reimprove certain portions of Kenneth Road, beginning at a point 1000 feet south of 143rd street, northerly to a point 700 feet south of 135th street, located within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be done under the authority of K.S.A. 12-687.

Section 2. The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, inspection, acquisition of right-of-way and easements, financing costs and contingencies, is $2,104,956 and shall be chargeable to the City at large and may be paid by the issuance of general obligation bonds of the City of Leawood under the authority of K.S.A. 12-689.

Section 3. That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation bonds of the City in an amount not to exceed $2,200,000.00

Section 4. That to the extent the City shall pay all or any portion of the costs of the Project from available funds on hand prior to the issuance of temporary notes or bonds, the City hereby declares that it reasonably expects to reimburse such expenditures out of the proceeds of such temporary notes and such general obligation bonds. All such expenditures so reimbursed shall be capital expenditures with the meaning of Section 1.150-1(h) of the Income Tax Regulations (the "Regulations").

This declaration is a declaration of official intent adopted pursuant to Section 1.103-18 of the Regulations.

Section 5. That as of the date hereof, there are not City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of temporary notes or the bonds. This ordinance, therefore, is determined to be consistent

with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 6. That this Ordinance shall be filed within 30 days of its adoption in the publicly available official books and records of the City. This Ordinance shall be available for inspection at the office of the City Clerk at City Hall during normal business hours of the City on every business day until the date of issuance of bonds.

Section 7 That the City's Director of Finance shall be responsible for making any "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amounts of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

Section 8. This ordinance shall take effect and be of force from and after its passage and approval and publication once in the official city newspaper.

Passed by the Governing Body this 18th day of February, 1997.

Approved by the Mayor this 18th day of February, 1997.

(SEAL)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED AS TO FORM

R.S. Wetzler
R.S. Wetzler City Attorney

ut Martha Heizer
City of Leawood
4800 Town Center Dr.
Leawood, Ks 66211

STATE OF KANSAS]
COUNTY OF JOHNSON] SS
FILED FOR RECORD

1997 JUN 19 P 3:59

1200

SARA F. ULLMANN
REGISTER OF DEEDS

CERTIFICATE

State of Kansas
County of Johnson
City of Leawood

I, Martha Heizer, City Clerk of the City of Leawood, Kansas, hereby certify that the attached is a true and correct copy of Ordinance No. 1652 as the same appears in my office.

In testimony whereof, I have hereunto signed my name and affixed the seal of said city this 30th day of May, 1997.

SEAL

Martha Heizer

1200

BOOK 5222 PAGE 595

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 76.49

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1652

AN ORDINANCE AUTHORIZING THE IMPROVEMENT OF CERTAIN SECTION OF KENNETH ROAD, A MAIN TRAFFICWAY, BEGINNING AT A POINT 1000 FEET SOUTH OF 143RD STREET, NORTHERLY TO A POINT 700 FEET SOUTH OF 135TH STREET, WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO PAY THE COSTS THEREOF, PURSUANT TO THE PROVISIONS OF K.S.A. 12-685 ET.SEQ., AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, the City of Leawood has previously by Section 14-206 of the "Code of the City of Leawood, Kansas," designated that portion of Kenneth Road which is located within this City as a main trafficway pursuant to the provisions of K.S.A. 12-685; and

WHEREAS, K.S.A. 12-687 provides that the Governing Body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded among others, by the issuance of general obligation bonds; and

WHEREAS, Section 1.103-18 of the Income Tax Regulations issued by the Internal Revenue Service (the "Regulations") requires that the City make a prior declaration of its intent to reimburse itself for project expenditures made by the City prior to the date of issuance of notes or bonds, and the City desires to comply with the requirements of the Regulations with respect to this Project.

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove certain portions of Kenneth Road, beginning at a point 1000 feet south of 143rd street, northerly to a point 700 feet south of 135th street, within the City of Leawood, as provided by and under the authority of K.S.A. 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. 12-689.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

Section 1. It is hereby deemed and declared to be necessary to improve and reimprove certain portions of Kenneth Road, beginning at a point 1000 feet south of 143rd street, northerly to a point 700 feet south of 135th street, located within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be done under the authority of K.S.A. 12-687.

Section 2. The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, inspection, acquisition of right-of-way and easements, financing costs and contingencies, is $2,104,956 and shall be chargeable to the City at large and may be paid by the issuance of general obligation bonds of the City of Leawood under the authority of K.S.A. 12-689.

Section 3. That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation bonds of the City in an amount not to exceed $2,200,000.00

Section 4. That to the extent the City shall pay all or any portion of the costs of the Project from available funds on hand prior to the issuance of temporary notes or bonds, the City hereby declares that it reasonably expects to reimburse such expenditures out of the proceeds of such temporary notes and such general obligation bonds. All such expenditures so reimbursed shall be capital expenditures with the meaning of Section 1.150-1(h) of the Income Tax Regulations (the "Regulations").

This declaration is a declaration of official intent adopted pursuant to Section 1.103-18 of the Regulations.

Section 5. That as of the date hereof, there are not City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of temporary notes or the bonds. This ordinance, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 6. That this Ordinance shall be filed within 30 days of its adoption in the publicly available official books and records of the City. This Ordinance shall be available for inspection at the office of the City Clerk at City Hall during normal business hours of the City on every business day until the date of issuance of bonds.

Section 7 That the City's Director of Finance shall be responsible for making any "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amounts of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

Section 8. This ordinance shall take effect and be of force from and after its passage and approval and publication once in the official city newspaper.

Passed by the Governing Body this 18th day of February, 1997.

Approved by the Mayor this 18th day of February, 1997.

(SEAL)

Attest: Marcia Rinehart Mayor

Martha Heizer City Clerk

APPROVED AS TO FORM

K.S. Wetzler City Attorney

(17230-1F-JC)

ORDINANCE NO. 1651

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CITY OF LEAWOOD PURSUANT TO CONSENT OF THE OWNER.

Whereas L&F Land, a general partnership [hereinafter L&F] is the owner of the tract of ground that is described in the attached Exhibit A, said Exhibit A being incorporated herein by reference;

Whereas the property described in Exhibit A adjoins the City of Leawood but is presently located in an unincorporated portion of Johnson County;

Whereas, L&F and the City of Leawood have both approved and executed an Annexation Agreement;

Whereas, in accordance with the terms of the Annexation Agreement between the City of Leawood and L&F, L&F has filed a "Petition Requesting Voluntary Annexation by the City of Leawood, Kansas.

Whereas, the Governing Body of the City of Leawood has after giving the matter due consideration, determined that it is in the best interests of the City to accept the Petition.

Whereas, it is the intent of the City, with the consent of the owner, to annex said property into the City of Leawood in the manner authorized by K.S.A. 12-520(a)(7) with said annexation to be effective as provided by law.

NOW THEREFORE, be it ordained by the Governing Body of the City of Leawood:

Section 1. **Property Annexed.** The City of Leawood does hereby annex pursuant to the provisions of K.S.A. § 12-520(a)(7) the property described in Exhibit A and incorporated herein by reference.

Section 2. **Notice of Annexation.** The City Clerk is directed to furnish a certified copy of this ordinance to the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Board of County Commissioners, the Register of Deeds of Johnson County, the Kansas Department of Revenue, Sales Tax Division, the Kansas Department of Transportation, the Kansas City Power & Light

Company, the KPL Gas Service Company, Southwestern Bell Telephone Company, and TeleCable of Overland Park, Inc.

Section 3. **Effective Date.** This ordinance shall take effect and be in force from and after its publication in the official City newspaper but it is directed that said publication and the ordinance shall not be effective prior to 12:01 a.m. on the 2nd day of April, 1997, in accordance with the provisions of K.S.A. 12-523.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(S E A L)

MARCIA RINEHART, Mayor

ATTEST:

MARTHA HEIZER, City Clerk

APPROVED AS TO FORM:

RICHARD S. WETZLER, City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

The West 92 acres of the Northwest Quarter of Section 33, Township 13, Range 25 in Johnson County, Kansas; EXCEPT the East 375 feet of the North 813 feet thereof, being seven (7) acres more or less; subject to covenants, restrictions and easements of record.

City of Leawood

4800 Town Center Drive • Leawood, Kansas 66211 • (913) 339-6700
(913) 339- 6781 Fax
(913) 339-6225 TDD

April 11 ---------- Legal description on Exhibit A had to be
~~March 26,~~ 1997 corrected - Range 24 changed to Range 25.

Office of the Register of Deeds
P.O. Box 700
Olathe, Kansas 66051

Please record the enclosed certified copy of Leawood's Ordinance No. 1651 (annexation) in accordance with Section 2 of said ordinance.

Thank you,

Martha Heizer

Martha Heizer
City Clerk

ORD1651

Publication Fees: $35.63

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1651--2/25/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

February 25, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$35.63

ORDINANCE NO. 1651

First published in The Legal Record, Tuesday, February 25, 1997.

ORDINANCE NO. 1651

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CITY OF LEAWOOD PURSUANT TO CONSENT OF THE OWNER.

Whereas L&F Land, a general partnership [hereinafter L&F] is the owner of the tract of ground that is described in the attached Exhibit A, said Exhibit A being incorporated herein by reference;

Whereas the property described in Exhibit A adjoins the City of Leawood but is presently located in an unincorporated portion of Johnson County;

Whereas, L&F and the City of Leawood have both approved and executed an Annexation Agreement;

Whereas, in accordance with the terms of the Annexation Agreement between the City of Leawood and L&F, L&F has filed a "Petition Requesting Voluntary Annexation by the City of Leawood, Kansas.

Whereas, the Governing Body of the City of Leawood has after giving the matter due consideration, determined that it is in the best interests of the City to accept the Petition.

Whereas, it is the intent of the City, with the consent of the owner, to annex said property into the City of Leawood in the manner authorized by K.S.A. 12-520(a)(7) with said annexation to be effective as provided by law.

NOW THEREFORE, be it ordained by the Governing Body of the City of Leawood:

Section 1. **Property Annexed.** The City of Leawood does hereby annex pursuant to the provisions of K.S.A. § 12-520(a)(7) the property described in Exhibit A and incorporated herein by reference.

Section 2. **Notice of Annexation.** The City Clerk is directed to furnish a certified copy of this ordinance to the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Board of County Commissioners, the Register of Deeds of Johnson County, the Kansas Department of Revenue, Sales Tax Division, the Kansas Department of Transportation, the Kansas City Power & Light Company, the KPL Gas Service Company, Southwestern Bell Telephone Company, and TeleCable of Overland Park, Inc.

Section 3. **Effective Date.** This ordinance shall take effect and be in force from and after its publication in the official City newspaper but it is directed that said publication and the ordinance shall not be effective prior to 12:01 a.m. on the 2nd day of April, 1997, in accordance with the provisions of K.S.A. 12-523.

PASSED by the Council the 18th day of February, 1997.

APPROVED by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart
MARCIA RINEHART, Mayor

ATTEST:

Martha Heizer
MARTHA HEIZER, City Clerk

APPROVED AS TO FORM:

RICHARD S. WETZLER, City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

The West 92 acres of the Northwest Quarter of Section 33, Township 13, Range 24, in Johnson County, Kansas; EXCEPT the East 375 feet of the North 813 feet thereof, being seven (7) acres more or less; subject to covenants, restrictions and easements of record.

ORDINANCE NO. 1650

AN ORDINANCE AUTHORIZING THE EXECUTION OF A BASE LEASE AGREEMENT FROM THE CITY OF LEAWOOD, KANSAS, TO SECURITY BANK OF KANSAS CITY, AS TRUSTEE, WHEREBY THE CITY WILL LEASE CERTAIN EQUIPMENT TO THE TRUSTEE; APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT BETWEEN THE CITY AND THE TRUSTEE; AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE PURCHASE AGREEMENT BETWEEN THE TRUSTEE AND THE CITY WHEREBY THE TRUSTEE WILL LEASE SUCH EQUIPMENT BACK TO THE CITY FOR CITY PURPOSES; PROVIDING FOR AND APPROVING THE ISSUANCE, SALE AND DELIVERY OF CERTAIN CERTIFICATES OF PARTICIPATION UPON TERMS AND CONDITIONS AND FOR THE PURPOSES SET FORTH THEREIN; AND AUTHORIZING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, pursuant to Article 12, Section 5 of the Constitution of the State of Kansas, and K.S.A. 10-1116b, the governing body of the City of Leawood, Kansas (the "City"), has determined that it is necessary and desirable to enter into a lease purchase financing arrangement as hereinafter described to finance the cost of certain equipment necessary to the governmental functions of the City (the "Equipment") as more fully described in the Trust Agreement herein described; and

WHEREAS, it is hereby found and determined to be in the best interest of the City that the City enter into a Base Lease Agreement (the "Base Lease") with Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation organized under the laws of the State of Kansas, not individually, but in its capacity as trustee (the "Trustee"), whereby the City will lease the Equipment to the Trustee for a term commencing on or about March 1, 1997, and ending upon the payment of all Basic Lease Payments and other amounts due and payable under the Lease Agreement (herein described); and

WHEREAS, it is hereby further found and determined to be in the best interest of the City that the City enter into an Equipment Lease Purchase Agreement (the "Lease Agreement") whereby the City will sublease the Equipment from the Trustee for a term commencing on or about March 1, 1997, and terminating upon the payment of all Basic Lease Payments and other amounts due under the Lease Agreement; and

WHEREAS, it is hereby further found and determined to be in the best interest of the City that the City enter into a Trust Agreement with the Trustee providing for the issuance of certificates of participation in the aggregate principal amount of $675,000 as described therein (the "Certificates") to provide funds to pay a portion of the cost of acquiring the Equipment, upon the terms and conditions set forth therein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

Section 1. That the Base Lease between the City, as lessor, and the Trustee, as lessee, relating to the Equipment, substantially in the form attached hereto as Exhibit A, is hereby authorized and approved with such additions, revisions and corrections thereto as may be approved by the Mayor and City Clerk, such approval to be conclusively evidenced by their execution of the Base Lease on behalf of the City.

Section 2. That the Lease Agreement between the Trustee, as lessor, and the City, as lessee, relating to the Equipment, in substantially the form attached hereto as Exhibit B, is hereby authorized and approved with such additions, revisions and corrections thereto as may be approved by the Mayor and City Clerk, such approval to be conclusively evidenced by their execution of the Lease Agreement on behalf of the City.

Section 3. That the Trust Agreement, providing for the issuance of the Certificates described therein, in substantially the form attached hereto as Exhibit C, is hereby authorized and approved with such additions, revisions and corrections thereto as may be approved by the Mayor and City Clerk, such approval to be conclusively evidenced by their execution of the Trust Agreement on behalf of the City.

Section 4. That the sale of the Certificates to George K. Baum & Company in accordance with the Purchase Agreement, in substantially the form attached hereto as Exhibit D, is hereby authorized and approved. The Governing Body hereby authorizes the preparation of a final Official Statement with respect to such Certificates in substantially the form of the Preliminary Official Statement but with the completion of the final terms omitted therefrom, and the Mayor and City Clerk are hereby authorized to execute and deliver the Official Statement for and on behalf of the City.

Section 5. That the Mayor and City Clerk are hereby authorized to execute the Base Lease, the Trust Agreement, the Lease Agreement and the Purchase Agreement, and to approve the Official Statement on behalf of the City in the forms presented to the City this date with such modifications as are approved by the Mayor and City Clerk, and the Mayor and City Clerk and the Finance Director are hereby authorized and directed to execute such ancillary certificates and documents necessary to accomplish the purposes set forth herein and in the Base Lease, the Trust Agreement, the Lease Agreement and the Purchase Agreement to effect the financing contemplated thereby and by the Official Statement.

Section 6. The City covenants and agrees that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Certificates under Section 103 of the Code. The City covenants and agrees that it will use the proceeds of the Certificates as soon as practicable and with all reasonable dispatch for the purpose for which the Certificates are issued as hereinbefore set forth, and that it will not directly or indirectly use or permit the use of any proceeds of the Certificates or any other funds of the City, or take or omit to take any action that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986 (the "Code"). To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the

Certificates. In the event that at any time the City is of the opinion that for purposes of this Section 6 it is necessary to restrict or limit the yield on the investment of any moneys held by the City or the Trustee under this Ordinance, the Lease Agreement or the Trust Agreement, the City shall take such action as may be necessary to effect such restriction or limitation.

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval and publication once in the official City newspaper.

PASSED by the Governing Body of the City of Leawood, Kansas, on this 18th day of February, 1997.

APPROVED by the Mayor this 18th day of February, 1997.

Marcia Rinehart
Mayor

(Seal)

ATTEST:

Martha Heizer
City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

Ord. 1650

EXHIBIT A

BASE LEASE AGREEMENT

By and Between

THE CITY OF LEAWOOD, KANSAS, Lessor

and

SECURITY BANK OF KANSAS CITY, as Trustee, Lessee

Dated as of March 1, 1997

BASE LEASE AGREEMENT

This Base Lease Agreement (the "Base Lease"), dated as of March 1, 1997, by and between the City of Leawood, Kansas, a municipal corporation of the State of Kansas (the "City"), as lessor, and Security Bank of Kansas City, a state banking corporation, organized and existing under and by virtue of the laws of the State of Kansas, as trustee (the "Trustee"), as lessee:

W I T N E S S E T H :

WHEREAS, the City intends to acquire the equipment described in Exhibit A hereto (the "Equipment") and desires to enter into this Base Lease to provide funds to pay the cost thereof; and

WHEREAS, the Trustee desires and intends to acquire an interest in the Equipment and to lease its interest in the Equipment to the City pursuant to an Equipment Lease Purchase Agreement, dated as of March 1, 1997 (the "Lease Agreement"), and the City proposes to enter into this Base Lease with the Trustee to transfer a leasehold interest in the Equipment to the Trustee for lease back to the City;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Base Lease, capitalized words and terms used in this Base Lease shall have the meanings given to such words and terms in Section 101 of the Trust Agreement and in the Lease Agreement (which definitions are hereby incorporated by reference).

Section 2. Granting of Leasehold Estate. The City hereby agrees to acquire the Equipment and lease the Equipment to the Trustee, and the Trustee hereby rents and leases the Equipment from the City on the terms and conditions hereinafter set forth.

Section 3. Base Lease Term. The term of this Base Lease shall commence as of the date of delivery hereof, and shall terminate the earlier of (a) the date when all of the Certificates authorized by the Trust Agreement have been paid in full or provision for payment thereof shall have been made in accordance with the terms and provisions thereof and all other amounts due hereunder and under the Lease Agreement have been paid or provision for payment thereof shall have been made or (b) on September 1, 2002 (the "Base Lease Term").

Section 4. Consideration. In consideration of the execution of this Base Lease, the Trustee shall enter into the Trust Agreement, cause the Certificates to be issued in accordance with the terms and provisions thereof, deposit and apply the proceeds of the

Certificates as provided in the Trust Agreement and lease the Equipment back to the City pursuant to the Lease Agreement in accordance with Section 12 hereof.

Section 5. Owner of Equipment. The City covenants and agrees that it will acquire the Equipment free of any liens or encumbrances and that the acquisition is reasonably expected to occur within the thirty-six (36) months beginning with the delivery date of the Certificates. The City further agrees that it will use its best efforts to cause the acquisition of the Equipment to be completed within thirty-six (36) months of the delivery of the Certificates.

Section 6. Title. During the Term of this Base Lease and so long as the City is not in default hereunder or under the Lease Agreement, legal title to each item of Equipment shall be in the name of the City, subject to the rights and interest of the Trustee under this Base Lease and the security interest granted to the Trustee hereunder. The City and the Trustee acknowledge that the Trustee's interest in the Equipment and the use and possession of the Equipment are leased to the City under the Lease Agreement independently of the registration of legal title to the Equipment in the City. Upon termination of the Lease Agreement upon the occurrence of an event of default under Section 11.1 of the Lease Agreement, full and unencumbered legal title to all Equipment then subject to this Base Lease shall pass to the Trustee. In such event, the City shall execute and deliver to the Trustee such documents and instruments as the Trustee may request to evidence the passage of legal title to each item of Equipment to the Trustee and the termination of the City's interest therein hereunder; and upon request by the Trustee, the City shall deliver possession of each item of Equipment to the Trustee in accordance with Section 11.2 of the Lease Agreement.

During the term of this Base Lease, the Trustee shall have and retain a security interest in each item of Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof, in order to secure the City's payment of all Rental Payments due during the Term of the Lease Agreement with respect thereto, and the performance of all other obligations required to be performed by the City thereunder. The Trustee shall have authority, upon filing of the Manufacturer's Certificate of Origin for each item of Equipment with the State Department of Revenue - Motor Vehicle Registration, to require the Department to note the Trustee's security interest on its records and the Certificate of Title for the Equipment. The City will join with the Trustee in executing such financing statements and other documents and will perform such acts as the Trustee may request to establish and maintain a valid security interest in Equipment. If requested by the Trustee, the City shall conspicuously mark each item of Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Base Lease with respect thereto, so as clearly to disclose the Trustee's security interest in the Equipment.

Section 7. Assignments and Sale. The Trustee may assign its rights under this Base Lease or sell the Equipment without the written consent of the City (a) in connection with any assignment of its rights under the Lease Agreement, (b) if the Lease Agreement is

terminated for any reason, or (c) if an "Event of Default" as defined in the Lease Agreement has occurred.

Section 8. Termination. This Base Lease shall terminate at the end of the Base Lease Term unless otherwise extended in accordance with this Section. The Trustee agrees, upon termination of this Base Lease, to quit and surrender the Equipment in the same condition and repair as the same was in at the time of commencement of the Lease Term (except as provided in the following paragraph), reasonable wear and tear excepted, and agrees that title thereto shall thereupon vest in the City.

If an "Event of Default" under the Lease Agreement occurs, the Trustee shall have the right to possession of the Equipment as and shall have the right to sell the Equipment upon whatever terms and conditions it deems prudent.

Section 9. Default. The City shall not have the right to take possession of the Equipment (other than pursuant to the Lease Agreement) or to terminate this Base Lease prior to the expiration of the Base Lease Term upon any default by the Trustee hereunder. However, in the event of any default on the part of the Trustee hereunder, the City may maintain an action for damages or, if permitted in equity, for specific performance.

Section 10. Quiet Enjoyment. The Trustee shall at all times during the Base Lease Term peaceably and quietly have, hold and enjoy the Equipment, subject to the Lease Agreement.

Section 11. Taxes. The City covenants and agrees to pay any and all taxes or fees of any kind or character levied or charges against the Equipment or the Trustee's interest therein during the term of the Lease Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Base Lease on the part of the Trustee are solely corporate liabilities of the Trustee as a corporation, and, to the extent permitted by law, the City hereby releases each and every incorporator, director, officer, agent and employee of the Trustee of and from any personal or individual liability under this Base Lease. No incorporator, director, officer, agent or employee of the Trustee shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Trustee hereunder.

Section 13. Lease Back of Equipment to City. Contemporaneously with the execution hereof the Trustee and the City will execute the Lease Agreement whereby the Trustee will lease the Equipment back to the City, and the City leases from the Trustee its interest in the Equipment in accordance therewith. Title to the Equipment shall remain in the City at all times.

Section 14. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any, reason whatsoever by a court of competent

jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Notices. All written notices to be given under this Base Lease shall be given by mail in the manner and to the City, the Trustee and to the Original Purchaser at their addresses set forth in Section 13.1 of the Lease Agreement, or at such address as they may provide to the other parties in writing from time to time.

Section 16. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Base Lease.

Section 17. Execution in Counterparts. This Base Lease may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. It is also agreed that separate counterparts of this Base Lease may separately be executed by the Trustee and the City, all with the same force and effect as though the same counterpart had been executed by both the Trustee and the City.

Section 18. Binding Effect. This Base Lease shall be binding upon and shall inure to the benefit of the City and the Trustee and their respective successors and assigns.

Section 19. Governing Law. This Base Lease shall be construed in accordance with and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Base Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

THE CITY OF LEAWOOD, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

_____
City Clerk

"LESSOR"

SECURITY BANK OF KANSAS CITY

By: _____

_____, _____
(name) (title)

Attest:

_____

_____, _____
(name) (title)

"LESSEE"

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 18th day of February, 1997, before me, a Notary Public in and for said State, personally appeared Marcia Rinehart and Martha Heizer, Mayor and City Clerk, respectively, of the City of Leawood, Kansas, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be such Mayor and City Clerk, respectively, and who are personally known to me to be the same persons to execute as such officers the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Frances M Kessler
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF KANSAS
FRANCES M. KESSLER
My Appt. Exp. 10-7-99

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 1997, before me, a Notary Public in and for said City and State, personally appeared _____ and _____ of Security Bank of Kansas City, who are personally known to me to be such officers, respectively, and who are personally known to me to be the same persons to execute as such officers the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A TO BASE LEASE DATED AS OF MARCH 1, 1997
BETWEEN THE CITY OF LEAWOOD, KANSAS,
AND SECURITY BANK OF KANSAS CITY

DESCRIPTION OF THE EQUIPMENT

Quantity	Description	Estimated Cost

EXHIBIT B

EQUIPMENT LEASE PURCHASE AGREEMENT

BETWEEN

SECURITY BANK OF KANSAS CITY

AND

CITY OF LEAWOOD, KANSAS

DATED AS OF MARCH 1, 1997

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of March 1, 1997 (the "Lease"), between SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, a state banking corporation organized and existing under and by virtue of the laws of the State of Kansas, not individually, but as trustee under a certain Trust Agreement dated concurrently herewith (the "Trust Agreement") and as Lessee under a certain Base Lease Agreement also dated concurrently herewith (the "Trustee"), and the CITY OF LEAWOOD, KANSAS, a municipal corporation and political subdivision of the State of Kansas (the "City");

WITNESSETH:

WHEREAS, the Governing Body has determined that it is necessary and advisable to acquire the equipment described on Exhibit A hereto (the "Equipment"), and has further determined that the cost thereof if purchased in cash is $695,000.00; and

WHEREAS, the Trustee, in order to provide for the financing of the Equipment for the City, has proposed and does hereby propose that it shall:

a. Solely from the proceeds of the sale of the certificates of participation hereinafter described or any additional certificates of participation issued for such purpose, acquire a leasehold interest in the Equipment;

b. Lease the Equipment to the City for the rentals and upon the terms and conditions hereinafter set forth, a portion of which rentals represent payments in respect of interest on the principal amount of Certificates hereinafter referred to at an annual average effective interest cost of $4.660606; and

c. Authorize and deliver to the initial purchasers thereof certificates of participation (the "Certificates") representing proportionate interests in the right to receive the Basic Lease Payments and other moneys to be received from the City pursuant to the Lease Agreement; and

WHEREAS, pursuant to a Base Lease Agreement, dated as of March 1, 1997 (the "Base Lease"), between the City, as lessor, and the Trustee, as lessee, the City has granted to the Trustee a leasehold interest in the Equipment for a term described and defined therein as the Base Lease Term; and

WHEREAS, pursuant to the foregoing, the Trustee desires to lease the Equipment to the City, and the City desires to lease the Equipment from the Trustee, for the Basic Lease Payments and upon the terms and conditions hereinafter set forth, it being understood, acknowledged and agreed by the City that this Lease is intended to be and constitute a net lease and that no part of the Basic Lease Payments represents amounts included for service,

maintenance, insurance or other charges for which the City shall be responsible hereunder as Additional Lease Payments as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Trustee and the City do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in Section 101 of the Trust Agreement (which definitions are hereby incorporated by reference).

Section 1.2 Rules of Interpretation

(a) 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.

(b) All references in this Lease to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the Trustee. The Trustee makes the following representations as the basis for the undertakings on its part herein contained:

(a) To finance the costs of the Equipment, the Trustee will authenticate and deliver to the Original Purchaser thereof the Certificates payable from the Basic Lease Payments to be received from the City pursuant to the Lease Agreement. The Certificates will bear interest and be scheduled to mature as set forth in Section 201 of the Trust Agreement and will be subject to redemption prior to maturity in accordance with the provisions of Article III of the Trust Agreement. The Certificates are to be issued under and secured by the Trust Agreement, pursuant to which the Basic Lease Payments and other payments, revenues and receipts derived

by the Trustee hereunder will be pledged as security for payment of the principal component of, premium, if any, and interest component of the Certificates.

(b) The Trustee will use and apply the proceeds of the Certificates for the purposes and in the manner provided in Article V of the Trust Agreement.

(c) The Trustee shall have no authority to operate the Equipment in any other manner except as the lessor thereof.

Section 2.2 Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation of the State of Kansas. During the term of the Lease Agreement, the City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(b) The City has lawful power and authority to enter into this Lease Agreement and to carry out its obligations hereunder and by proper action of the Governing Body has been duly authorized to execute and deliver this Lease Agreement, acting by and through its duly authorized officers.

(c) The execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) The City will keep and maintain the Equipment in compliance in all material respects with all presently applicable health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(e) During the term of the Lease Agreement, the Equipment will be used by the City only for the purpose of performing one or more essential governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

ARTICLE III

GRANTING PROVISIONS

Section 3.1 Granting of Leasehold Estate. The Trustee hereby rents, leases and lets the Equipment to the City, and the City hereby rents, leases and hires the Equipment from the Trustee, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2 Lease Term.

(a) This Lease Agreement shall become effective upon its delivery, and subject to earlier termination upon payment in full of the Certificates in accordance with Article XIII of the Trust Agreement or pursuant to the provisions hereof, shall terminate on September 1, 2002 (the "Lease Term"). Notwithstanding the foregoing, the Lease Agreement is subject to annual appropriation by the City and the City shall be obligated only to pay Basic Lease Payments pursuant to this Lease Agreement as may lawfully be made from (1) funds budgeted and appropriated for that purpose during the City's current budget year (January 1 to December 31 of each year) (the "Fiscal Year"), or (2) funds made available from any lawfully operated revenue producing source.

(b) In the event the City fails, before the last day of the current Fiscal Year, to appropriate funds to enable payment of the Basic Lease Payments to become due during the next succeeding Fiscal Year, the Lease Agreement shall terminate on the last day of such current Fiscal Year without penalty or expense to the City of any kind whatsoever, and the City's rights to possession of the Equipment shall cease on such date.

(c) In the event that on the day following the last day of the thirty-sixth (36th) month following authentication and delivery of the Certificates the City has not acquired any portion of the Equipment or made substitution therefor as contemplated by this Lease Agreement, this Lease Agreement shall terminate with respect to such portion of the Equipment and the funds in the Acquisition Fund shall be transferred to the Principal and Interest Fund and used for the redemption of Certificates as contemplated by the Trust Agreement.

Section 3.3 Possession and Use of the Equipment.

(a) The Trustee covenants and agrees that as long as the City shall not be in default under this Lease Agreement, the City shall have sole and exclusive possession of the Equipment (subject to the Trustee's right of access pursuant to Section 9.2 hereof) and shall and may peaceably and quietly have, hold and enjoy the Equipment during the Lease Term. The Trustee covenants and agrees that it will not take any action, other than pursuant to Article XI of this Lease Agreement, to prevent

the City from having quiet and peaceable possession and enjoyment of the Equipment during the Lease Term and will, at the request of the City, cooperate with the City in order that the City may have quiet and peaceable possession and enjoyment of the Equipment and will defend the City's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the City shall have the right to use the Equipment for any lawful governmental or proprietary function of the City. The City shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Equipment, as to the manner of use or the condition of the Equipment. The City shall also maintain the necessary insurance required to be provided pursuant to the provisions of Article VI hereof. The City shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the City shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, and during such contest or review the City may refrain from complying therewith.

ARTICLE IV

ACQUIRING THE EQUIPMENT

Section 4.1 Acquisition of Equipment. The City will be responsible for the letting of contracts for the purchase and installation of the Equipment. The City agrees to use its best efforts to cause such purchase and installation to be completed within thirty-six (36) months following the delivery of the Certificates. The completion of the acquisition of all the Equipment shall be evidenced by a certificate or certificates signed by the Authorized City Representative, in the form attached to the Trust Agreement as Exhibit D. If the City is unable to acquire and install all of the Items of Equipment as contemplated by this Lease Agreement, the City may make arrangements to acquire Substitute Equipment pursuant to and subject to the requirements of Section 10.4 hereof.

Section 4.2 Issuance of Certificates.

(a) In order to provide funds to pay the costs of acquiring the Equipment, the Trustee agrees that it will authenticate and deliver the Certificates to the Original Purchasers thereof. The proceeds of the sale of the Certificates shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit the proceeds of the sale of the Certificates as provided in the Trust Agreement, to be used and applied as hereinafter provided in this Article and in the Trust Agreement.

(b) The Trustee, only upon the written request of the City, may authorize the issuance of Additional Certificates from time to time upon the terms and conditions provided in Section 208 of the Trust Agreement for any of the purposes set forth in said Section.

Section 4.3 Payment for Equipment Costs.

(a) All Equipment Costs shall be paid by the Trustee from moneys in the Acquisition Fund in the manner provided in the Trust Agreement. The Trustee covenants and agrees that it will not make or cause or permit to be made any use of the proceeds of the Certificates in any manner so as to cause the interest component of the Basic Lease Payments to become included in gross income for federal income tax purposes.

Section 4.4 Surplus in the Acquisition Fund.

On the last day of the thirty-sixth (36th) month from the authentication and delivery of the Certificates, the Trustee shall, as provided in the Trust Agreement, transfer any remaining moneys then in the Acquisition Fund to the Principal and Interest Fund to be applied as directed by the City solely to the payment of principal component and premium, if any, of the Certificates through the payment or redemption thereof at the earliest date permissible under the terms of the Trust Agreement.

ARTICLE V

PAYMENT PROVISIONS

Section 5.1 Basic Lease Payments.

(a) The City covenants and agrees that on February 15 and August 15 of each Fiscal Year for which an Event of Nonappropriation has not occurred, beginning August 15, 1997, it will make a Lease Payment to the Trustee in the amount set forth in Exhibit B. A portion of each Lease Payment is paid as, and represents the payment of, interest and the balance of each Lease Payment is paid as, and represents the payment of, principal. Exhibit B hereto sets forth such principal and interest components of each Base Lease Payment.

(b) All Basic Lease Payments provided for in this Section shall be paid by the City directly to the Trustee and shall be deposited and applied by the Trustee in the manner and for the purposes set forth in the Trust Agreement.

The City shall have the option to prepay at any time all or any portion of the aggregate Basic Lease Payments due under this Lease Agreement. Such prepayments shall be deposited in accordance with the Trust Agreement and applied to the payment of the Certificates.

Section 5.2 Additional Payments. The City shall pay as Additional Lease Payments the following amounts:

(a) All fees, charges and expenses, including agent and counsel fees, of the Trustee, Paying Agent or Registrar incurred under the terms (of the Trust Agreement, as the same become due under the Trust Agreement except as shall be paid from the proceeds of the Certificates pursuant to Article V of the Trust Agreement.

(b) An amount which, when added to the balance remaining at any time in the Reserve Fund, is necessary and sufficient to maintain the Reserve Fund at the Reserve Requirement.

(c) Any other payments of whatever nature which the City has agreed to pay or assume under the provisions of the Lease Agreement.

Except as specified herein, during any Fiscal Year for which the City has appropriated for Basic Lease Payments under this Lease Agreement, the City shall not be liable for any additional payments to the Trustee on account of its lease of the Equipment.

Section 5.3 Credits to Lease Payments.

(a) On the last day of the thirty-sixth (36th) month following the execution and delivery of the Certificates, the Trustee shall transfer the balance, if any, on deposit in the Acquisition Fund to the Principal and Interest Fund, as a credit against the Basic Lease Payment due on the next occurring Lease Payment Date as provided in the Trust Agreement.

(b) Moneys in the Reserve Fund shall be used by the Trustee to pay and retire the last outstanding Certificates unless such Certificates and all interest thereon are otherwise paid. On the third (3rd) business day before the last scheduled Basic Lease Payment the Trustee shall transfer the balance on deposit in the Reserve Fund to the Principal and Interest Fund to be applied as a credit against the last scheduled Basic Lease Payment.

Section 5.4 Nonappropriation. Notwithstanding anything in the Lease Agreement to the contrary, the cost and expense of the performance by the City of its obligations under this Lease Agreement and the incurrence of any liabilities of the City under the Lease Agreement, including without limitation, the payment of all Basic Lease Payments and all other amounts required to be paid by the City under the Lease Agreement, shall be subject to and dependent upon annual appropriations being made by the Governing Body of the City for such purposes.

If, on October 1 of any Fiscal Year, sufficient funds have not been appropriated for the purpose of paying the Basic Lease Payments and all other amounts required to be paid by the City under this Lease Agreement in the next succeeding Fiscal Year (an "Event of

Nonappropriation"), the City shall, within ten (10) calendar days following such date, deliver written notice thereof (a "notice of nonappropriation") to the Trustee. Upon receipt by the Trustee of a notice of nonappropriation, the City's obligation to make Basic Lease Payments and other payments under this Lease shall terminate as of the end of the then current Fiscal Year; provided, however, such termination shall not become effective at the end of the then current Fiscal Year if, prior to the end of such Fiscal Year, the City shall deliver to the Trustee a written statement to the effect that it reasonably expects sufficient funds for the next succeeding Fiscal Year to be appropriated therefor, and in such event the Lease Term shall continue into the next Fiscal Year so long as, but only so long as, there is an appropriation available from which to make the Basic Lease Payments, and the Trustee is furnished with a certified copy of an Ordinance adopted by the Governing Body of the City meeting the requirements of Section 3.2(a) hereof.

Section 5.5 Obligations of the City Absolute and Unconditional During any Fiscal Year.

(a) The obligations of the City under this Lease Agreement to make Basic Lease Payments during any Fiscal Year for which funds have been appropriated therefor by the City on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Equipment shall have been acquired, or whether the title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of the Equipment or any part thereof, any failure of consideration or frustration of commercial purpose, any change in the tax or other laws of the United States of America, the State of Kansas or any political subdivision thereof, any change in the Trustee's legal organization or status, or any default of the Trustee hereunder, and regardless of the invalidity of any action of the Trustee, and regardless of the invalidity of any portion of the Lease Agreement, and the City hereby waives the provisions of any statute or other law now or thereafter in effect contrary to any of its obligations, covenants or agreements under the Lease Agreement or which releases or purports to release the City therefrom.

(b) Notwithstanding any provision or covenant contained in this Lease, the Trust Agreement or the Certificates, the City is not obligated to budget or appropriate moneys for or to make Basic Lease Payments beyond the end of the current Fiscal Year for which the City has budgeted or appropriated such money. The City shall be under no obligation to levy any taxes in order to raise revenues to make Basic Lease Payments, except to the extent required during any Fiscal Year for which the City is obligated under this Lease. The City intends, subject to the occurrence of an Event of Nonappropriation, to make annual appropriations for Basic Lease Payments through the Lease Term. The City reasonably believes that legally available funds in amounts sufficient to make all Basic Lease Payments during the Lease Term can

be obtained on an annual appropriation basis. Notwithstanding the foregoing, the decision to budget and appropriate funds for Basic Lease Payments for a succeeding Fiscal Year is to be made solely by and at the discretion of the Governing Body of the City.

(c) Nothing in this Lease shall be construed to release the Trustee from the performance of any agreement on its part herein contained or as a waiver by the City of any rights or claims which the City may have against the Trustee under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Trustee separately, it being the intent of this Lease that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to make Basic Lease Payments) for the benefit of the Owners of the Certificates, but only during a given Fiscal Year for which the City has budgeted or appropriated moneys therefor. The City may, however, at its own cost and expense and in its own name or in the name of the Trustee, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Trustee hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Trustee in any such action or proceeding if the City shall so request.

ARTICLE VI

MAINTENANCE, OPERATING COSTS, TAXES AND INSURANCE

Section 6.1 Maintenance, Repairs and Utilities.

(a) The City shall throughout the Lease Term and at its own expense (1) keep and maintain the Equipment and all parts thereof in good repair and operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof, and including but not limited to the furnishings of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Equipment in good mechanical and working order, (2) keep the Equipment and all parts thereof in safe condition and free from filth, nuisance or conditions unreasonably increasing the danger of fire.

(b) The City shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary therefor or the operation thereof.

Section 6.2 The City covenants and agrees that it will, during the Lease Term, pay all of the costs incurred by it in operating and using the Equipment.

Section 6.3 Taxes, Fees and Other Governmental Charges.

(a) The City shall promptly pay and discharge, as the same become due, all applicable taxes and fees and other governmental charges of any kind whatsoever that may be lawfully taxed, charged or imposed based upon the City's ownership of or the Trustee's interest in the Equipment.

(b) The City shall have the right, in its own name or in the Trustee's name, to contest the validity or amount of any tax, fee or other governmental charge which the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least ten (10) days before the contested tax, fee or other governmental charge becomes delinquent if and provided that the City (1) before instituting any such contest, gives the Trustee written notice of the City's intention to do so, (2) diligently prosecutes any such contest, (3) at all times effectively stays or prevents any official or judicial sale thereof, under execution or otherwise, (4) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested, and (5) thereafter promptly procures record release or satisfaction thereof. The Trustee agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The City shall hold the Trustee whole and harmless from any costs and expenses the Trustee may incur in relation to any of the above.

Section 6.4 Casualty Insurance.

(a) The City shall, at its sole cost and expense, obtain and shall maintain throughout each Fiscal Year for which an Event of Nonappropriation has not occurred, a policy or policies of insurance to keep the Equipment constantly insured against loss or damage in an amount equal to the Full Insurable Value thereof (subject to a $250 loss deductible clause). The insurance required pursuant to this Section shall be maintained at the City's sole cost and expense, and shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Kansas as may be selected by the City. Copies of the insurance policies required under this Section, or originals or certificates thereof, each bearing notations evidencing payment of the premium or other evidence of such payment, shall be delivered by the City to the Trustee. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Trustee as insureds as their respective interests may appear, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the City and the Trustee, and shall be payable to the Trustee.

(b) In the event of loss or damage to the Equipment, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid to the Trustee and shall be applied as provided in Section 8.1 of this Lease Agreement.

Section 6.5 Public Liability Insurance.

(a) The City shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term conventional general accident and public liability insurance or other financial security (whether by self-insurance, risk management reserve fund or otherwise, at the City's sole discretion) which shall provide protection in coverage and amounts sufficient to, and the City hereby agrees to, indemnify the Trustee and to hold it harmless from and against all costs, expenses, claims, and liabilities arising from any accident, injury or damage to a person or property in or about the Equipment where such accident, injury or damage results from an act, omission or negligence on the part of the City, its agents, officers or employees; provided, however, that the exposure, events and liabilities of the City shall not exceed nor extend beyond, and are hereby expressly limited to, the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, and all immunities and defenses provided in such Act are expressly reserved by the City and not hereby waived. Any conventional policies of said insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least thirty (30) days' advance written notice to the City and the Trustee, and shall name the City and the Trustee as insured, properly protecting and indemnifying the Trustee. Such policies, copies or certificates thereof shall be furnished to the Trustee.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 6.6 Worker's Compensation Coverage. The City agrees throughout the Lease Term to maintain or cause to be maintained the Worker's Compensation coverage required by the laws of the State of Kansas.

Section 6.7 Pooled Insurance, Self Insurance or Blanket Insurance Policies.

The City may satisfy any of the insurance requirements set forth in this Article through pooled insurance, self insurance or by using blanket policies of insurance, provided that the City complies with each and all of the requirements and specifications of this Article in respect of such insurance coverages.

ARTICLE VII

ADDITIONS, MODIFICATIONS AND IMPROVEMENTS TO THE EQUIPMENT

Section 7.1 Additions, Modifications and Improvements to the Equipment.

(a) The City shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to the

Equipment as the City from time to time may deem necessary or desirable for its purposes; provided, however, the City shall not make any additions, modifications or improvements which will substantially reduce the value of the Equipment. All additions, modifications and improvements made by the City pursuant to the authority of this Section shall (1) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (2) when commenced, be prosecuted to completion with due diligence, and (3) when completed, be deemed a part of the Equipment.

(b) No addition, modification or improvement to the Equipment made pursuant to this Section shall entitle the City to any reimbursement of any Basic Lease Payments from the Trustee or the Certificate owners, nor shall the City be entitled to any abatement or diminution in Basic Lease Payments payable under this Lease Agreement, except such diminution as results from redemption of the Certificates pursuant to Article III of the Trust Agreement.

Section 7.2 Permits and Authorizations. The City shall not do or permit others under its control to do any work on the Equipment related to any repair, rebuilding, restoration, replacement, modification, improvement or addition to the Equipment, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured and payment made therefor. All such work shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article VI hereof.

Section 7.3 Mechanics' Liens.

(a) Neither the Trustee nor the City shall do or suffer anything to be done whereby the Equipment, or any part thereof, may be encumbered by any mechanics' or other similar lien, whenever and as often as any mechanic's or other similar lien is filed against the Equipment, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with the improving of the Equipment, the City shall discharge the same of record within sixty (60) days after the date of filing, and shall pay all costs of discharging same.

(b) The City, notwithstanding paragraph (a) above, shall have the right to contest any such mechanics' or other similar lien if and provided that the City (1) within said 60-day period stated above notifies the Trustee in writing of the City's intention to do so, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Equipment, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim, and (5) thereafter promptly procures record release or satisfaction thereof. The City shall hold the Trustee whole and harmless from any loss, costs or expenses which the

Trustee may incur in relation to any such contest. The Trustee will cooperate fully with the City in any such contest.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.1 Damage and Destruction.

(a) If during the Lease Term, the Equipment is damaged or destroyed, in whole or in part, by fire or other casualty, to such extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage or destruction is greater than $5,000, the City shall promptly notify the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the City shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the City shall proceed promptly with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing of the property damaged or destroyed so as to place the Equipment in substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the City and as will not impair utility of the Equipment. In the event the City determines to so rebuild, repair, restore or replace the Equipment, any Net Proceeds of casualty insurance required by Section 6.4 hereof and received with respect to any such damage or loss to the Equipment, if such Net Proceeds exceed $5,000, shall be paid to the Trustee and shall be deposited into a separate account to be established in the Acquisition Fund and shall be used and applied in accordance with the disbursement requirements of the Trust Agreement for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any Net Proceeds remaining in the Acquisition Fund after completion of such rebuilding, repairing, restoring or replacing shall be deposited into the Principal and Interest Fund. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the City shall nonetheless complete the work thereof or arrange for the completion thereof and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

(c) If the City shall determine that rebuilding, repairing, restoring or replacing the Equipment is not practicable and desirable, any Net Proceeds of casualty insurance required by Section 6.4 hereof and received with respect to any such damage or loss to the Equipment shall be paid into the Principal and Interest Fund and shall be used to redeem Certificates on the earliest possible redemption date or to pay the principal of any Certificates as the same become due.

(d) The City shall not, by reason of its inability to use all or any part of the Equipment during any period in which the Equipment is damaged or destroyed, or is being repaired, rebuilt, restored or replaced, or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the Trustee or the Owners of the Certificates or any abatement or diminution of the rentals payable by the City under the Lease Agreement or of any other obligations of the City under the Lease Agreement except as expressly provided in this Section.

Section 8.2 Insured Deficiency of Title. In the event that title to all or a portion of the Equipment is challenged or threatened by means of competent legal or equitable action, the City covenants that it shall cooperate with the Trustee and shall take all reasonable actions in order to quiet title to the Equipment in the City. If title to all or any part of the Equipment is found to be deficient or nonexistent by a court of competent jurisdiction, the City may, in such an event, at the City's option, (1) take such actions as may be necessary to clear the title, or (2) deposit with the Trustee an amount equal to the value (or a pro rata portion thereof, as appropriate) of the Equipment. If the City elects to make the deposit with the Trustee, under the Trust Agreement the Trustee is obligated to use such amounts for the redemption of Certificates at the earliest permissible date.

ARTICLE IX

SPECIAL COVENANTS

Section 9.1 Surrender of Possession. Upon accrual of the Trustee's right of re-entry because of the City's default hereunder or upon the cancellation or termination of this Lease Agreement for any reason, the City shall peacefully surrender possession of the Equipment to the Trustee in good condition and repair, ordinary wear and tear excepted.

Section 9.2 Trustee's Right of Access to the Equipment. The City agrees that the Trustee and its duly authorized agents shall have the right at reasonable times (during business hours), subject to the City's usual safety and security requirements (a) to examine and inspect the Equipment without interference or prejudice to the City's operations, (b) performing such work in and about the Equipment made necessary by reason of the City's default under any of the provisions of the Lease Agreement, and (c) exhibiting the Equipment to prospective trustees, or upon the occurrence of an Event of Nonappropriation or an Event of Default, prospective lessees.

Section 9.3 Indemnification of the Trustee. The City shall indemnify and save the Trustee (and its officers, directors, agents and employees) harmless against any loss, liability or expense resulting from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Equipment during the Lease Term, and against and from all claims arising during the Lease Term from (a) any condition of the Equipment caused by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under the Lease, (c) any contract entered into by the City in connection with the acquisition of the Equipment, (d) any

act of negligence of the City or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the City, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the City. The City shall indemnify and save the Trustee harmless from and against all costs and expenses (except those which have arisen from the willful misconduct or gross negligence of the Trustee) incurred in or in connection with any action or proceeding brought thereon, and upon notice from the Trustee, the City shall defend it in any such action or proceeding; provided, however, this paragraph is not intended to indemnify or hold harmless the Trustee from its duties and obligations under this Lease Agreement.

Section 9.4 Tax Covenants. The City covenants and agrees that it will not take any action, or fail to take any action, or cause or permit the Trustee to take any action or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest component of the Basic Lease Payments under Section 103 of the Code. The City covenants and agrees it will take all action necessary to insure that the Trustee provides that the proceeds of the Certificates will be used as soon as practicable and with all reasonable dispatch for the purpose for which the Certificates are issued as hereinbefore set forth, and that no direct or indirect use will be made or permitted of any proceeds of the Certificates or any other funds of the City, and that the Trustee does not take or omit to take any action that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986 (the "Code"). To that end, the City will comply and take all reasonable action to insure that the Trustee complies with all requirements of Section 148 of the Code to the extent applicable to the Certificates. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the City or the Trustee under this Lease or the Trust Agreement, the City shall take such action or cause the Trustee to take such action as may be necessary.

Section 9.5 Secondary Market Disclosure. The District covenants and agrees for the benefit of the Trustee, the Original Purchaser and the owners from time to time of the Certificates to take all action necessary and within its power and authority to satisfy the requirements of Rule 15c2-12 of the Securities and Exchange Commission, as the same may be amended from time to time ("Rule 15c2-12"), to the extent the same may be applicable to the District and the Certificates.

ARTICLE X

ASSIGNMENT, SUBLEASING AND SUBSTITUTION

Section 10.1 Assignment by the Trustee. The City agrees that the Trustee may assign and reassign this Lease and its interest in the Equipment to a successor Trustee appointed pursuant to the Trust Agreement.

Section 10.2 Assignment and Subleasing by the City. The City may not assign its interest in this Lease for any reason. The City may, however, sublease the Equipment as

a whole or in part, without the necessity of obtaining the consent of the Trustee, subject, however, to each of the following conditions:

(a) The Equipment may be further subleased only to a governmental entity and only if, in the opinion of Special Tax Counsel, such sublease will not impair the exclusion from gross income for federal income tax purposes of the interest component of the Basic Lease Payments;

(b) This Lease and the obligations of the City hereunder shall at all times during the Lease Term, remain obligations of the City, and the City shall maintain its direct relationship with the Trustee, notwithstanding any sublease;

(c) No sublease shall (1) extend for longer than the Lease Term, or (2) allow the sublessee to in any way encumber or dispose of the Equipment; and

(d) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Trustee a true and complete copy of each such sublease.

Section 10.3 Restrictions on Sale of Equipment by the Trustee. The Trustee agrees that, except as set forth in Article XI hereof or in other provisions of this Lease Agreement or the Trust Agreement, it will not sell, convey, encumber or otherwise dispose of the Equipment or any part thereof or the leasehold interest created herein during the Lease Term.

Section 10.4 Substitution and Addition by the City. The City is hereby granted the following options of substitution:

(1) If the City is unable to arrange completion of the purchase of any one or more Items of Equipment as contemplated in this Lease, the City may elect to acquire one or more items of Substitute Equipment, provided the items of Substitute Equipment have an estimated useful life of five (5) years or more, and, provided further, that if the cost of the items of Substitute Equipment exceeds the aggregate of the estimated cost of the Items of Equipment set forth on Exhibit A, the City shall pay such additional cost from other available funds. Such items of Substitute Equipment shall be subject to the terms of this Lease. If, within the thirty-sixty (36) months after the authentication and delivery of the Certificates and prior to the delivery to the Trustee of a certificate executed by the City in the form provided by Exhibit D to the Trust Agreement, the City has acquired all of the Items of Equipment set forth on Exhibit A, or items of Substitute Equipment as provided herein, and a balance remains in the Acquisition Fund, the City may use such balance to acquire and install Additional Equipment, provided such Additional Equipment has an estimated useful life of five (5) years or more and that, should the cost of such Additional Equipment exceed the aggregate of the estimated cost of the Items of Equipment set forth on Exhibit A, the City shall

pay such additional cost from other available funds. Such Additional Equipment shall be subject to the terms of this Lease. If the City is unable to acquire and install all of the Items of Equipment or to acquire items of Substitute Equipment or Additional Equipment as provided herein, within thirty-six (36) months after the authentication and delivery of the Certificates, the balance on deposit in the Acquisition Fund shall be deposited in accordance with Section 505 of the Trust Agreement. In the event of substitution or addition as provided herein, the Substitute Equipment or Additional Equipment shall be subject to the terms of this Lease and the City and Trustee shall execute appropriate amendments to the Exhibits to reflect such substitution or addition.

(2) The City may elect to substitute one or more Items of Equipment for Items of Equipment delivered pursuant to this Lease, provided that the cost of such replacement equipment is equal to or greater than the estimated cost of such Items of Equipment as set forth in Exhibit A, that the City pays any additional cost of such replacement equipment from other available funds and that the estimated useful life of the replacement equipment is five (5) years or longer. In the event of substitution as provided in this subsection, the replacement equipment shall be subject to the terms of the Lease Agreement, and the City and Trustee shall execute appropriate amendments to the Exhibits to reflect such substitution.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1 Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default or "default" under this Lease:

(a) Default in the due and punctual payment of a Lease Payment during any Fiscal Year for which an Event of Nonappropriation has not occurred;

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the City's part to be observed or performed, and such default shall continue for ninety (90) days after the Trustee has given to the City written notice specifying such default or such longer period as shall be reasonably required to cure such default; provided that (1) the City has commenced such cure within said ninety (90) day period, and (2) the City diligently prosecutes such cure to completion;

(c) The City shall (1) admit in writing its inability to pay its debts as they become due; or (2) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, dissolution or similar relief under the Bankruptcy Code

as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (3) make an assignment for the benefit of its creditors; or (4) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the City's consent or acquiescence; or (5) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) be subject to any proceeding or suffer the entry of a final and nonappealable court order, under any federal or State law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the City's consent, shall not be dismissed, vacated, denied, set aside or stayed within ninety (90) days; after the day of entry or commencement; or (7) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within ninety (90) days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) An Event of Nonappropriation has occurred and not been cured pursuant to Section 5.3 hereof before the end of the then current Fiscal Year.

Section 11.2 Remedies on Default.

(a) If an Event of Default specified in subsections (a), (b) or (c) of Section 11.1 hereof shall have occurred and be continuing, then the Trustee may, at the Trustee's election (subject, however, to any restrictions contained in the Trust Agreement against acceleration of the maturity of the Certificates or termination of this Lease), then or at any time thereafter, and while such default shall continue, take any one or more of the following actions:

(1) cause the Basic Lease Payments for the remainder of the Fiscal Year for which an Event of Nonappropriation has not occurred to become due and payable, as provided in the Trust Agreement; or

(2) give the City written notice of intention to terminate this Lease on a date specified in such notice, which date shall not be earlier than thirty (30) days after such notice is given, and if all defaults have not then been cured, on the date so specified, the City's rights to possession of the Equipment shall cease and this Lease shall thereupon be terminated, and the Trustee may take possession of the Equipment; or

(b) If an Event of Default specified in subsection (d) of Section 11.1 hereof shall have occurred and be continuing, then the Trustee may take possession of the Equipment pursuant to legal proceedings or pursuant to any notice provided for by

law, and shall have the right to sell the Equipment upon whatever terms and conditions it deems prudent to provide for the repayment of the principal and interest and components of the Certificates remaining outstanding and unpaid. Upon termination of the Base Lease Term, the Trustee agrees to quit and surrender the Equipment to the City and title thereto shall vest in the City.

If, in accordance with the foregoing provisions of this subsection (b), the Trustee takes possession of the Equipment, the Trustee may expel the City and those claiming through or under the City and remove the property and effects of both or either (forcibly, if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or for preceding breach of covenant. The Trustee may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Lease.

Section 11.3 Survival of Obligations. The City covenants and agrees with the Trustee and the Owners of the Certificates that the City's obligations under this Lease shall survive the cancellation and termination of this Lease for any cause but only to the extent of obligations incurred during the current Fiscal Year for which an Event of Nonappropriation has not occurred, and that the City shall continue to pay the Basic Lease Payments and perform all other obligations specified in the Lease Agreement during such Fiscal Year, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Lease Payments required under Article V hereof, and upon the satisfaction and discharge of the Trust Agreement under Section 1301 thereof, the City's obligations under this Lease shall thereupon cease and terminate in full.

Section 11.4 Trustee's Performance of the City's Obligations. If the City shall fail to (a) pay any applicable taxes and fees and other governmental charges of any kind pursuant to Section 6.3 hereof, (b) discharge any mechanic's or similar liens pursuant to Section 7.4 hereof, or (c) keep and maintain the Equipment and all parts thereof in good repair and operating condition pursuant to Section 6.1 hereof, then the Trustee shall make demand on the City to immediately pay such taxes and fees, discharge such mechanic's or similar liens, or make such repairs and maintenance. If the City fails to so pay, discharge or repair and maintain and upon the continuance of such failure on the City's part for ninety (90) days after the Trustee makes demand on the City, and without waiving or releasing the City from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Trustee and all necessary incidental costs and expenses incurred by the Trustee in performing such obligations shall be paid by the City to the Trustee on demand, and if not so paid by the City, the Trustee shall have the same rights and remedies provided for in Section 11.2 hereof in the case of default by the City in the payment of Basic Lease Payments.

Section 11.5 Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee and the City hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of such rights or remedies shall be exhausted by

the exercise thereof on one or more occasions. The Trustee and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 11.6 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the City of any covenant, agreement or undertaking by the City, the Trustee may nevertheless accept from the City any payment or payments hereunder without in any way waiving the Trustee's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults of the City which were in existence at the time when such payment or payments were accepted by the Trustee.

ARTICLE XII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 12.1 Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Trust Agreement, subsequent to the initial issuance of Certificates and prior to the payment thereof having been made in accordance with the provisions of the Trust Agreement, this Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, given in accordance with the provisions of the Trust Agreement.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.1 Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

(a) To the Trustee:

Security Bank of Kansas City
One Security Plaza
7th & Minnesota
Kansas City, Kansas 66101
Attention: Trust Department

(b) To the City:

City of Leawood, Kansas
City Hall
4800 Town Center Drive
Leawood, Kansas 66211
Attention: City Clerk

(c) To the Original Purchaser:

George K. Baum & Company
120 W. 12th Street, Suite 800
Kansas City, Missouri 64105
Attention: Public Finance Department

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the Trustee or the City to the other shall also be given to the Original Purchaser. The City, the Trustee and the Original Purchaser may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 13.2 Trustee Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Trustee shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Trustee shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 13.3 Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a "net lease," (b) that the Basic Lease Payments and the investment earnings thereon are designed to provide the Trustee funds adequate in amount to pay all principal component of, premium, if any, and interest accruing on the principal of the Certificates as the same become due and payable during each current Fiscal Year, and (c) that if after the principal of, premium, if any, and interest on the Certificates and all costs incident to the payment of the Certificates have been paid in full the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the City under the terms of this Lease, and except as otherwise provided in this Lease and the Trust Agreement, become the absolute property of and be paid over forthwith to the City.

Section 13.4 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 13.5 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Trustee and the City and their respective successors and assigns.

Section 13.6 Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 13.7 Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

SECURITY BANK OF KANSAS CITY

(SEAL)

By _____

_____, Trust Officer

ATTEST:

_____

_____, _____

CITY OF LEAWOOD, KANSAS

By _____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day, of _____, 1997, before me, a Notary Public in and for said City and State, personally appeared _____, and _____, of Security Bank of Kansas City, who are personally known to me to be such officers, respectively, and who are personally known to me to be the same persons to execute as such officers the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 1997, before me, a Notary Public in and for said State, personally appeared _____ and _____, Mayor and City Clerk, respectively, of the City of Leawood, Kansas, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be such Mayor and City Clerk, respectively, and who are personally known to me to be the same persons to execute as such officers the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

CITY OF LEAWOOD, KANSAS
$675,000
CERTIFICATES OF PARTICIPATION
SERIES 1997
(EQUIPMENT LEASE PURCHASE PROJECT)
DATED MARCH 1, 1997

SCHEDULE OF DEBT SERVICE

Date	Interest Rate	Principal Maturing	Semi-Annual Interest	Semi-Annual Debt Service	Annual Debt Service
9-1-97		.00	15,455.00	15,455.00	15,455.00
3-1-98	4.200%	.00	15,455.00	15,455.00	
9-1-98		110,000.00	15,455.00	125,455.00	140,910.00
3-1-99	4.400	.00	13,145.00	13,145.00	
9-1-99		115,000.00	13,145.00	128,145.00	141,290.00
3-1-00	4.600	.00	10,615.00	10,615.00	
9-1-00		120,000.00	10,615.00	130,615.00	141,230.00
3-1-01	4.700	.00	7,855.00	7,855.00	
9-1-01		130,000.00	7,855.00	137,855.00	145,710.00
3-1-02	4.800	.00	4,800.00	4,800.00	
9-1-02		200,000.00	4,800.00	204,800.00	209,600.00
TOTALS		675,000.00	119,195.00	794,195.00	794,195.00

Dated Date: March 1, 1997
Accrued Interest: 858.61
Bond Years: 2,557.500

Closing Date: March 11, 1997
Average Interest Rate: 4.660606
Weighted Avg. Maturity: 3.788889

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF MARCH 1, 1997
BETWEEN SECURITY BANK OF KANSAS CITY
AND THE CITY OF LEAWOOD, KANSAS,

DESCRIPTION OF THE EQUIPMENT

Quantity	Description	Estimated Cost

EXHIBIT C

TRUST AGREEMENT

BETWEEN

CITY OF LEAWOOD, KANSAS

AND

SECURITY BANK OF KANSAS CITY,
AS TRUSTEE

DATED AS OF MARCH 1, 1997

TRUST AGREEMENT

THIS TRUST AGREEMENT, dated as of March 1, 1997 (the "Agreement"), between the CITY OF LEAWOOD, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas and qualified to do business in the State of Kansas (the "Lessor"), and SECURITY BANK OF KANSAS CITY, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with its principal office located in the City of Kansas City, Kansas, as Trustee (the "Trustee");

WITNESSETH:

WHEREAS, the City, as lessor, and the Trustee, as lessee, have entered into a Base Lease Agreement dated as of March 1, 1997 (the "Base Lease"), whereby the City has granted to the Trustee a leasehold interest in certain Equipment as defined herein (the "Equipment"); and

WHEREAS, pursuant to an annual appropriation Equipment Lease Purchase Agreement dated as of March 1, 1997 (the "Lease Agreement"), between the Trustee, as lessor, and the City, as lessee, the City has agreed to lease the Equipment from the Trustee for a maximum term ending when all payments due under the Lease Agreement have been paid, unless sooner terminated under the terms of the Lease Agreement, and

WHEREAS, pursuant to the Lease Agreement, and subject to the right of the City to terminate the Lease Agreement and other limitations as therein provided, the City will pay certain Basic Lease Payments (as such term is defined in the Lease Agreement) in consideration for the City's right to use the Equipment; and

WHEREAS, pursuant to the Lease Agreement and this Trust Agreement, the Trustee has the right to receive the Base Rental Payments, and certain other payments as provided herein and in the Lease Agreement (with certain exceptions as provided herein and in the Lease Agreement); and

WHEREAS, in order to provide funds to pay the costs of acquiring the Equipment, the Trustee will, pursuant to this Trust Agreement and at the direction of the City, issue one or more City of Leawood, Kansas, Certificates of Participation, Series 1997A (Equipment Lease Purchase Project), in the aggregate principal amount of $675,000 (the "Certificates"), evidencing undivided, proportionate interests in rights to receive such Basic Lease Payments and certain other payments, said Certificates to be payable solely out of the Basic Lease Payments to be paid by the City pursuant to the Lease Agreement; and

WHEREAS, the Trustee has entered into this Trust Agreement for and on behalf of the Certificate Owners, and will hold its rights herein, including its rights with respect to the Equipment, except as otherwise specifically provided herein, for the equal and proportionate

benefit of the Certificate Owners, and will disburse moneys received by the Trustee in accordance with this Trust Agreement; and

WHEREAS, notwithstanding any provision contained herein to the contrary, the Trustee acknowledges and recognizes that its obligation to acquire the Equipment and accomplish the other purposes for which it is made responsible herein, in the Lease and in related documents, is limited to the funds available from the sale of the Certificates and any additional funds contributed by the City; and

WHEREAS, all things necessary to make the Certificates, when executed and delivered by the Trustee as provided in this Trust Agreement, represent valid and legally binding assignments of undivided, proportionate interests in rights to receive Base Rental Payments and certain other payments under the Lease, as herein provided, and to constitute this Trust Agreement a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal component of, redemption premium, if any, and interest on the principal of Certificates issued hereunder, have been done and performed, and the execution and delivery of this Trust Agreement and the execution and delivery of the Certificates, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

GRANTING CLAUSES

That the Trustee, in consideration of the premises herein set forth and the execution by the City of the Base Lease, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Certificates by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal component of, redemption premium, if any, and interest on the principal of all of the Certificates issued and Outstanding under this Trust Agreement from time to time according to their tenor and effect, and to secure the performance and observance of all the covenants, agreements and conditions herein and in the Certificates contained, does hereby hold in trust the property described in paragraphs (a), (b) and (c) below (said property, together with all payments, revenues, receipts and proceeds derived by the Trustee under, pursuant to and subject to the provisions of the Trust Agreement being herein called the "Trust Estate"), to-wit:

(a) All right, title and interest of the Trustee in, to and under the Base Lease, including the Equipment and with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging and appertaining;

(b) All right, title and interest of the Trustee in, to and under the Lease, including but not limited to the Equipment, and other payments and proceeds derived by the City under and pursuant to and subject to the provisions of the Lease (except for the rights of the Trustee to receive moneys for its own account under the Lease);

(c) Any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in the City's behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned, or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Certificates issued and Outstanding under this Trust Agreement, without preference, priority or distinction as to lien or otherwise of any of the Certificates over any other of the Certificates except as expressly provided in or permitted by this Trust Agreement;

PROVIDED, HOWEVER, that if there shall be well and truly paid, or caused to be paid, the principal of, redemption premium, if any, and interest on all the Certificates, at the times and in the manner mentioned in the Certificates according to the true intent and meaning thereof, or provision for the payment thereof shall have been made (as provided in Article XIII hereof), and there shall be paid or caused to be paid to the Trustee all other sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then upon such final payments this Trust Agreement and the rights hereby granted shall cease, determine and be void; otherwise, this Trust Agreement shall be and remain in full force and effect.

THIS AGREEMENT FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Certificates issued and secured hereunder are to be issued, authenticated and delivered and that all of the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Certificates, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Trust Agreement and in the Lease, the following words and terms as used in this Trust Agreement and in the Lease shall have the following meanings:

"Acceptance Certificate" shall mean a certificate substantially in the form set forth in Exhibit B hereto.

"Acquisition Fund" shall mean the Acquisition Fund for the City of Leawood, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project).

"Additional Certificates" means any additional parity Certificates issued pursuant to Section 208 of this Trust Agreement.

"Additional Equipment" means any equipment acquired by the City prior to the last day of the thirty-sixty (36th) month following the date of delivery of the Certificates or prior to a receipt by the Trustee of a certificate signed by the City stating that all Items of Equipment or Substitute Equipment have been acquired or installed, which Additional Equipment is acquired from any excess in the Acquisition Fund, provided that such Additional Equipment shall be subject to the Lease Agreement and that such Additional Equipment has a useful life of five (5) years or more.

"Additional Lease Payment" shall mean any amount payable by the City under the terms of the Lease Agreement, other than a Basic Lease Payment."

Aggregate Basic Lease Payments" means, as of any Payment Date, the amount equivalent to the payment of the principal and/or interest evidenced by the Certificates and due on such date.

"Authorized City Representative" means the City Clerk of the City, or such other person at the time designated to act on behalf of the City as evidenced by a written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor of the Governing Body. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Base Lease" means that Base Lease dated as of March 1, 1997 between the City, as lessor, and the Trustee, as lessee, whereby the Trustee acquired a leasehold interest in the Equipment.

"Basic Lease Payments" means the payments described in the Lease Agreement with respect to the Equipment.

"Beneficial Owner" shall mean, whenever used with respect to a Series 1997 Certificate, the person in whose name such Series 1997 Certificate is recorded as the beneficial owner of such Series 1997 Certificate by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of Depository and any successor nominee of Depository with respect to the Series 1997 Certificates.

"Certificate Owner" or "Certificate Holder" means the registered owner of any Certificate issued under this Trust Agreement.

"Certificates" means the initial series of City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project), aggregating the principal amount of $675,000, issued pursuant to this Trust Agreement.

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

"Costs of Issuance" means all costs of issuance including underwriting expenses, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, recording fees and expenses for the registration and recording of any security document, initial fees and expenses of the Trustee; to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Certificates or the acquisition of the Equipment.

"City" means the City of Leawood, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, and its successors and assigns.

"Depository" shall mean The Depository Trust Company of New York, New York.

"Equipment" shall mean the Items of Equipment listed in Exhibit A hereto, any Substitute Equipment acquired therefor under the terms of the Lease Agreement and this Trust Agreement, any Additional Equipment acquired pursuant to the Lease Agreement and this Trust Agreement and any additions or improvements made to the Equipment pursuant to the Lease Agreement, as they may at any time exist.

"Equipment Costs" means all costs of acquiring and improving the Equipment, including all costs and expenses necessary or incident to the conveyance of the leasehold interest in the Equipment to the Trustee pursuant to the Base Lease.

"Event of Default" means (a) with respect to the Trust Agreement any Event of Default as described in Section 901 of this Trust Agreement, and (b) with respect to the Lease Agreement any Event of Default as described in the Lease.

"Event of Nonappropriation" means (i) the failure of the City to budget and appropriate, or the election of the City not to appropriate on or before October 1 during any Fiscal Year, sufficient moneys to pay the Base Rental Payments scheduled to be paid for any one or more of the Items of Equipment and any other reasonable amounts to become due during the next Fiscal Year of the Lease, or (ii) receipt by the Trustee, at any time during any Fiscal Year, of written notice from the Authorized City Representative stating the intention of the City not to continue the Lease.

"Fiscal Year" means the fiscal year adopted by the City for accounting purposes, which, as of the execution of this Trust Agreement, commences on January 1 and ends on December 31 of each year.

"Full Insurable Value" means the full cash value of the Equipment or the cost of repair.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America or agencies of the United States of America secured by such obligations.

"Independent Appraiser" means an appraiser or firm of appraisers qualified to act as an appraiser of equipment, who or which is not a full-time employee of the City and who is acceptable to the Trustee.

"Items of Equipment" shall mean the items of equipment listed on Exhibit A hereto.

"Lease Agreement" means the Equipment Lease Purchase Agreement dated as of March 1, 1997, between the Trustee, as lessor, and the City, as lessee, as from time to time amended and supplemented in accordance with the provisions thereof and of this Trust Agreement.

"Lease Payment Date" means the dates scheduled for Basic Lease Payments from the City to the Trustee as provided in Section 5.1 of the Lease Agreement.

"Lease Term" means, with respect to the Equipment, the period from the effective date of the Lease until the expiration thereof.

"Net Proceeds" means, when used with regard to any insurance or condemnation award with respect to an item of Equipment, the gross proceeds from the insurance or condemnation award less the payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

"Original Purchaser" means George K. Baum & Company, Kansas City, Missouri, and its successors and assigns.

"Outstanding" means, when used with reference to Certificates, as of any particular date of determination, all Certificates theretofore authenticated and delivered under this Trust Agreement, except:

(a) Certificates theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Certificates deemed to be paid in accordance with the provisions of Section 1302 hereof; and

(c) Certificates in exchange for or in lieu of which other Certificates have been authenticated and delivered pursuant to this Trust Agreement.

"Owner" shall have the same meaning as the term "Certificate Owner."

"Participant" shall mean any broker-dealer, bank or other financial institution for which Depository holds Series 1997 Certificates as securities depository.

"Paying Agent and Registrar" means Security Bank of Kansas City, Kansas City, Kansas, and any other bank or trust company designated pursuant to this Trust Agreement as paying agent for any series of Certificates and at which the principal of, premium, if any, and interest on any such Certificates shall be payable.

"Payment Date" means any date on which principal of or interest on any Certificate is payable.

"Permitted Investments" means those investments permitted under K.S.A. 12-1675, as amended, and investments permitted by any other applicable provision of Kansas law.

"Principal and Interest Fund" means the Principal and Interest Fund for the City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project) created by this Trust Agreement.

"Record Date" for interest payable on any interest payment date, means the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date.

"Representation Letter" shall mean the Representation Letter from the District and the Trustee to Depository with respect to the Series 1996 Certificates, substantially in the form attached to this Second Supplemental Declaration as Exhibit B.

"Reserve Fund" means the Reserve Fund for the City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project) created by this Trust Agreement.

"Reserve Requirement" shall mean the aggregate amount initially deposited into the Reserve Fund pursuant to Section 502 hereof.

"Special Tax Counsel" shall mean the firm of Bryan Cave LLP 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 City and the Trustee.

"Substitute Equipment" shall mean any equipment acquired by the City pursuant to the Lease Agreement in substitution for the Items of Equipment described on Exhibit A hereto, provided that, the cost of such Substitute Equipment shall be greater than or equal to the estimated cost of the Item(s) of Equipment for which it is substituted and that the use life of such Substitute Equipment is five (5) years or more.

"Supplemental Trust Agreement" means any indenture supplemental or amendatory to this Trust Agreement entered into by the City and the Trustee pursuant to this Trust Agreement.

"Trust Agreement" means this Trust Agreement, as from time to time amended and supplemented by Supplemental Trust Agreements in accordance with the provisions of this Trust Agreement.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Trust Agreement, together with all payments, revenues, receipts and proceeds received by the Trustee under, pursuant and subject to the provisions of the Lease Agreement.

"Trustee" means Security Bank of Kansas City, Kansas City, Kansas, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Trust Agreement.

"Yield" means yield as defined in Section 148(h) of the Code.

Section 102. Rules of Interpretation

(a) Unless the context shall otherwise indicate, the 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.

(b) All references in this Trust Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Trust Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision.

ARTICLE II

THE CERTIFICATES

Section 201. Authorization and Terms of Certificates.

(a) There shall be initially issued and secured by this Trust Agreement a series of Certificates in the aggregate principal amount of $675,000 for the purpose of providing funds to pay Equipment Costs and Costs of Issuance and fund the Reserve Fund, which series of Certificates shall be designated "City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project). The Certificates shall be dated March 1, 1997, shall become due on September 1 in the years and in the respective principal amounts (subject to prior redemption as hereinafter provided in Article III), and shall bear interest at the respective rates per annum, as follows:

Maturity	Principal Amount	Interest Rate
September 1, 1998	$110,000.00	4.20%
September 1, 1999	115,000.00	4.40
September 1, 2000	120,000.00	4.60
September 1, 2001	130,000.00	4.70
September 1, 2002	200,000.00	4.80

(b) The Certificates shall bear interest at the rate aforesaid (computed on the basis of a 360-day year of twelve 30-day months) from their dated date or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable on March 1 and September 1 in each year, beginning September 1, 1997.

(c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of, redemption premium, if any, and interest on the Certificates.

(d) The Trustee shall execute the Certificates substantially in the form and manner set forth in Exhibit C hereto, but prior to or simultaneously with the delivery of the Certificates by the Trustee to the Original Purchaser thereof, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance adopted by the City authorizing the execution of this Trust Agreement, the Base Lease, the Lease Agreement and all other related documents.

(2) An original executed counterpart of this Trust Agreement.

(3) An original executed counterpart of the Base Lease.

(4) An original executed counterpart of the Lease Agreement.

(5) An opinion of Bond Counsel to the effect that the Certificates represent valid and legally binding proportionate, undivided interests in the right to receive Basic Lease Payments from the City under the Lease Agreement, and that the interest component of such Basic Lease Payments is (with certain exceptions) excludable from gross income for federal income tax purposes under existing law.

(6) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Certificates.

(e) When the documents specified in subsection (d) of this Section shall have been filed with the Trustee, the Trustee shall execute and deliver the Certificates to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the purchase price of the Certificates. The proceeds of the sale of the Certificates, including

accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds in accordance with Article V hereof.

Section 202. Nature of Certificates; Limited Obligations.

(a) Each Certificate shall evidence the proportionate, undivided interest of the Owner thereof in rights to receive Basic Lease Payments from the City under the Lease Agreement. The Certificates are payable solely out of the Basic Lease Payments and other payments, revenues and receipts derived by the Trustee under the Lease Agreement (including, in certain circumstances, Certificate proceeds and income from the temporary investment thereof, and Net Proceeds from insurance, or Net Proceeds of selling the Equipment), and are secured by the Trust Estate as provided in this Trust Agreement. The Certificates shall not constitute a debt or liability of the City or of the State of Kansas or of any political subdivision thereof, and the Certificates shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

(b) No provision, covenant or agreement contained in this Trust Agreement or the Certificates, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon its general credit. In making the agreements, provisions and covenants set forth in this Trust Agreement, the City has not obligated itself except with respect to the Equipment and the application of the payments, rents, revenues and receipts therefrom as hereinabove provided.

Section 203. Denomination, Numbering and Dating of Certificates.

(a) The Certificates shall be issuable in the form of fully registered Certificates without coupons in the denomination of $5,000 or any integral multiple thereof. The Certificates shall be substantially in the form set forth in Exhibit C hereto.

(b) The Certificates of each series of Certificates shall be numbered from 1 upward, with the number on each Certificate preceded by the letter "R."

Section 204. Method and Place of Payment of Certificates.

(a) The principal component of, redemption premium, if any, and interest on the principal of the Certificates shall be payable in any coin or currency of the United States of America which on the respective dates of payment hereof is legal tender for payment of public and private debts.

(b) The principal component of and redemption premium, if any, on all Certificates shall be payable at maturity or upon earlier redemption to the persons in whose names such Certificates are registered at the maturity or redemption date thereof, upon the presentation and surrender of such Certificates at the principal office of the Trustee or of any Paying Agent named in the Certificates.

(c) The interest component of each Certificate payable on any interest Payment Date shall be paid by check or draft mailed by the Trustee to the person in whose name such Certificate is registered at the close of business on the Record Date next preceding such interest Payment Date.

Section 205. Execution of Certificates.

(a) The Certificates shall be executed by the manual signature of the Trustee and shall have the corporate seal of the Trustee affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Certificates shall cease to be such officer before the delivery of such Certificates, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Certificate may be signed by such persons who at the actual time of the execution of such Certificate shall be the proper officers to sign such Certificate although at the date of such Certificate such persons may not have been such officers.

(b) No Certificate shall be entitled to any security or benefit under this Trust Agreement or shall be valid or obligatory for any purpose unless and until such Certificate shall have been manually executed by the Trustee. Such executed Certificate shall be conclusive evidence that such Certificate has been duly executed, issued and delivered under this Trust Agreement. Any Certificate shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign all of the Certificates that may be issued hereunder at any one time.

Section 206. Registration, Transfer and Exchange of Certificates.

(a) The Trustee is hereby appointed Certificate Registrar and as such shall keep books for the registration, transfer and exchange of Certificates as provided in this Trust Agreement. Each Certificate when issued shall be registered in the name of the owner thereof on the registration books kept by the Trustee. Certificates may be transferred or exchanged only upon the registration books maintained by the Trustee as provided in this Section.

(b) Any Certificate may be transferred or exchanged only upon the books kept for the registration and transfer of Certificates upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or the registered owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer or exchange, the Trustee shall execute and deliver in exchange for such Certificate a new fully registered Certificate or Certificates, registered in the name of the transferee, of the same series and maturity, of any denomination or denominations authorized by this Trust Agreement,and bearing interest at the same rate.

(c) In all cases in which Certificates shall be exchanged or transferred hereunder, the Trustee shall execute and deliver at the earliest practicable time Certificates in accordance with the provisions of this Trust Agreement. All Certificates surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The Trustee may make a charge to the Certificate Owner requesting the same for every such exchange or transfer of Certificates sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Certificate shall be delivered. The fees and charges of the Trustee for making any transfer or exchange hereunder and the expense of any certificate printing necessary to effect such transfer or exchange shall be paid by the City.

(d) At reasonable times and under reasonable regulations established by the Trustee, the registration books kept by the Trustee may be inspected and copied by the City or by the Owners (or a designated representative thereof) of 10% or more in principal amount of Certificates then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 207. Persons Deemed Owners of Certificates. The person in whose name any Certificate shall be registered as shown on the registration books required to be maintained by the Trustee shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal component of and redemption premium, if any, and interest on the principal of any such Certificate shall be made only to or upon the order of the registered owner thereof or the registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of Additional Certificates.

(a) Additional Certificates may be issued only upon the express direction of the City and if so issued will be issued under and be equally and ratably secured by this Trust Agreement on a parity with the Certificates and any other Additional Certificates Outstanding, at any time and from time to time, upon compliance with the conditions hereinafter provided in this Section, for any of the following purposes:

(1) To provide funds to pay all or any part of the costs of repairing, replacing or restoring the Equipment in the event of damage, destruction or condemnation thereto or thereof, but Additional Certificates may be issued to pay the costs thereof only to the extent that such costs exceed the Net Proceeds of the insurance or condemnation awards out of which such costs are to be paid pursuant to the Lease Agreement.

(2) To provide funds to pay the costs of improving, upgrading or modifying the Equipment if made necessary by changes in federal or state law.

(3) To provide funds to pay the costs of Substitute Equipment as contemplated by the Lease Agreement to the extent the costs of such Substitute Equipment exceeds the estimated cost of the Items of Equipment described in Exhibit A.

(b) Before any Additional Certificates shall be issued under the provisions of this Section, the City shall adopt an ordinance authorizing a Supplemental Trust Agreement, and if required, authorizing the City to enter into a Supplemental Trust Agreement for the purpose of issuing such Additional Certificates and, if required, authorizing the City to enter into an amendment to the Lease Agreement with the Trustee to provide for Basic Lease Payments at least sufficient to pay the principal component of, premium, if any, and interest on the principal of the Certificates then to be Outstanding (including the Additional Certificates to be issued) as the same become due, for the purchase and installation of the Substitute Equipment, for the inclusion of any such Substitute Equipment or additions to the equipment as described in Section 208(a)(2) hereof as a part of the Equipment, and for such other matters as are appropriate because of the issuance of the Additional Certificates proposed to be issued which, in the judgment of the Trustee, are not to the prejudice of the Owners of the Certificates previously issued.

(c) Such Additional Certificates shall have the same designation as the Certificates, except for an identifying series letter or date, shall be dated, shall be stated to mature in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of Article III of this Trust Agreement), all as may be provided by the Supplemental Trust Agreement authorizing the issuance of such Additional Certificates. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Certificates shall be on a parity with and shall be entitled to the same benefit and security of this Trust Agreement as the Certificates and any other Additional Certificates Outstanding after the issuance of such Additional Certificates.

(d) Such Additional Certificates shall be executed substantially in the form and manner set forth in this Article and Article IV hereof and shall be deposited with the Trustee for execution and delivery, but prior to or simultaneously with the execution and delivery of such Certificates by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the Ordinance adopted by the Governing Body of the City approving such Supplemental Trust Agreement and authorizing the execution of an amendment to the Lease Agreement.

(2) An original executed counterpart of the Supplemental Trust Agreement providing for the issuance of the Additional Certificates.

(3) An original executed counterpart of the amendment to the Lease Agreement, which amendment shall clearly establish that the City has agreed that the

Additional Certificates shall constitute Certificates for the purpose of computing the required Basic Lease Payments.

(4) An opinion of Special Tax Counsel to the effect that, to the extent permitted by law, the issuance of such Additional Certificates will not result in the interest component of the Basic Lease Payments, as evidenced by any Certificates then Outstanding becoming includible in gross income for federal income tax purposes.

(5) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Certificates.

(e) When the documents listed in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Certificates shall have been executed as required by this Trust Agreement, the Trustee shall deliver such Additional Certificates to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Certificates. The proceeds of the sale of such Additional Certificates, except Additional Certificates issued to refund Outstanding Certificates, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited by the Trustee in accordance with Article V hereof as follows:

(1) The amount representing interest accrued on the principal of the Additional Certificates shall be deposited in the Principal and Interest Fund;

(2) The remainder of the proceeds of the Additional Certificates shall be deposited in the Acquisition Fund established pursuant to Section 501 hereof and disbursed pursuant to Section 504 hereof.

Section 209. Mutilated, Lost, Stolen or Destroyed Certificates. In the event any Certificate shall become mutilated, or be lost, stolen or destroyed, the Trustee shall execute and deliver a new Certificate of like series, date and tenor as the Certificate mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Certificate, such mutilated Certificate shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Certificate, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Certificate shall have matured, the Trustee may, instead of issuing a substitute Certificate, pay or authorize the payment of the same without surrender thereof. Upon the issuance of any substitute Certificate, the Trustee may require the payment of an amount sufficient to reimburse the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Certificates upon Payment.

(a) All Certificates which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Trust Agreement, either at or before maturity, shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Certificates and the surrender thereof to the Trustee; and any such Certificates shall, if not reissued in an exchange pursuant to Section 206 hereof, be cancelled by the Trustee immediately after maturity.

(b) All Certificates cancelled under any of the provisions of this Trust Agreement shall be destroyed by the Trustee. The Trustee shall execute a certificate in triplicate describing the Certificates so destroyed, and shall file executed counterparts of such certificate with the City.

Section 211. Securities Depository.

(a) The Certificates shall be initially issued as separately authenticated fully registered certificates, and one Certificate shall be issued in the principal amount of each stated maturity of the Certificates. Upon initial issuance, the ownership of such Certificates shall be registered in the bond register in the name of Cede & Co., as nominee of Depository. The City and the Trustee may treat Depository (or its nominee) as the sole and exclusive owner of the Certificates registered in its name for the purposes of payment of the principal of or interest on the Certificates, selecting the Certificates or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Certificates under this Declaration, registering the transfer of Certificates, and for all other purposes whatsoever; and neither the Trustee nor the City shall be affected by any notice to the contrary. Neither the Trustee nor the City shall have any responsibility or obligation to any Participant any person claiming a beneficial ownership interest in the Certificates under or through Depository or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Certificates, with respect to the accuracy of any records maintained by Depository or any Participant, with respect to the payment by Depository or any Participant of any amount with respect to the principal of or interest on the Certificates, with respect to any notice which is permitted or required to be given to owners of Certificates under this Trust Agreement, with respect to the selection by Depository or any Participant of any person to receive payment in the event of a partial redemption of the Certificates, or with respect to any consent given or other action taken by Depository as registered owner of the Certificates. So long as any Certificate is registered in the name of Cede & Co., as nominee of Depository, the Trustee shall pay all principal of and interest on such Certificate, and shall give all notices with respect to such Certificate, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's and the Trustee's obligations with respect to the principal component of and interest on the principal of the Certificates to the extent of the sum or sums so paid. No person other than Depository shall receive an authenticated Certificate for each separate stated maturity evidencing the obligation of the City or the Trustee to make payments of principal and interest. Upon

delivery by Depository to the Trustee of written notice to the effect that Depository has determined to substitute a new nominee in place of Cede & Co., the Certificates will be transferable to such new nominee in accordance with Section 206 of the Original Declaration and paragraph (d) hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain definitive Certificates, the City may notify Depository and the Trustee, whereupon Depository shall notify the Participants of the availability through Depository of definitive Certificates. In such event, the Certificates will be transferable in accordance with Section 206 of the Original Declaration and paragraph (d) hereof. Depository may determine to discontinue providing its services with respect to the Certificates at any time by giving notice to the City and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event the Certificates will be transferable in accordance with Section 206 of the Original Declaration and paragraph (d) hereof.

(c) The execution and delivery of the Representation Letter to Depository by the Mayor of the City and the Trustee in the form attached hereto as Exhibit B with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the Representation Letter by the Mayor shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the things, notices, consents and approvals by registered owners of the Certificates and Beneficial Owners and payments on the Certificates. The Trustee shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

(d) In the event that any transfer or exchange of Certificates is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Trustee of the Certificates to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of Section 206 of this Trust Agreement. In the event Certificates in the definitive form are issued to holders other than Cede & Co., its successor as nominee for Depository as holder of all the Certificates, or another securities depository as holder of all the Certificates, the provisions of this Trust Agreement shall also apply to all matters relating thereto, including, without limitation, the printing of such certificates and the method of payment of principal of and interest on such certificates.

ARTICLE III

REDEMPTION OF CERTIFICATES

Section 301. Redemption of Certificates.

The Certificates shall be subject to redemption and payment prior to the stated maturity thereof as a whole or in part on any date, at a redemption price of 100% of the principal component of the Certificates being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(a) if title to substantially all of the Equipment is found to be deficient or nonexistent to the extent that the City's use of the Equipment is impaired;

(b) if substantially all of the Equipment is damaged or destroyed by fire or other casualty and is not rebuilt, repaired, restored or replaced by the City;

(c) if the City's obligations under the Lease Agreement are terminated after default or after nonappropriation; or

(d) if the Lease Agreement is terminated in the event of a failure to deliver or make substitution for the Equipment as provided in the Lease Agreement; or

(e) to the extent that moneys transferred to the Principal and Interest Fund exceed the amount of funds necessary for the next payment of principal or interest on the Certificates by $10,000 or more; or

(f) if as a result of changes in the Constitution of the State of Kansas, or of legislative or administrative action by the State of Kansas or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Lease Agreement shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City or the Trustee.

Section 302. Selection of Certificates to be Redeemed.

(a) Certificates shall be redeemed only in the principal component of $5,000 or any integral multiple thereof. When less than all of the Outstanding Certificates of any series are to be redeemed and paid prior to maturity pursuant to Section 301 hereof, such Certificates shall be redeemed in such order of maturity as determined by the City in its sole discretion, Certificates of less than a full maturity to be selected by the Trustee by lot in $5,000 units of face value in such equitable manner as the Trustee may determine.

(b) In the case of a partial redemption of Certificates by lot when Certificates of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Certificate in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Certificate is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner of such Certificate or such Owner's duly authorized agent shall forthwith present and surrender such Certificate to the Trustee (1) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Certificate or Certificates of the aggregate principal component of the unredeemed portion of the principal component of such Certificate. If the Owner of any such Certificate of a denomination greater than $5,000 shall fail to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Trustee's Duty to Redeem Certificates. In the case of redemption of Certificates caused by the circumstances described in Section 301 (a), (b), (c), (d) and (f) the Trustee shall call Certificates for redemption and payment as herein provided and shall give notice of redemption as provided in Section 304 hereof upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City. Such request shall specify the principal component of Certificates and their maturities so to be called for redemption, the applicable redemption price or prices and the abovementioned provision or provisions pursuant to which such Certificates are to be called for redemption. The Trustee shall be entitled to rely conclusively on such written request in exercising its duty to give notice of the call for such redemption as provided in Section 304 hereof. In the event of redemption of Certificates necessitated by the circumstances described in Section 301(e) hereof the Trustee shall call Certificates for payment upon the date selected for redemption by the Trustee and shall give notice of such redemption to the City and to Certificate Owners as provided in Section 304 hereof.

Section 304. Notice of Redemption. Notice of the call for any redemption identifying the Certificates or portions thereof to be redeemed shall be given by the Trustee to the Owners of Certificates by mailing a copy of the redemption notice by certified or registered mail, postage prepaid, at least 30 days prior to the redemption date to the original purchaser of the Certificates and the Owner of each Certificate to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that any defect in giving such notice by mailing as aforesaid shall not affect the validity of any proceedings for the redemption of Certificates. Any notice of redemption shall state the date and place of redemption, the series, maturities and numbers of the Certificates or portions thereof to be redeemed, and in the case of the redemption of a portion of any Certificate the principal component thereof being redeemed, the redemption price and that interest will cease to accrue from and after the redemption date.

Section 305. Effect of Call for Redemption. Prior to the date fixed for redemption, funds or Government Securities shall be placed with the Trustee which are sufficient to pay the Certificates called for redemption and interest accrued thereon to the redemption date and the redemption premium, if any. Upon the happening of the above conditions, and notice having been given as provided in the preceding Section, the Certificates or the portions of the principal amount of Certificates thus called for redemption shall cease to bear interest on the specified redemption date, shall no longer be entitled to the protection, benefit or security of this Trust Agreement and shall not be deemed to be Outstanding under the provisions of this Trust Agreement.

ARTICLE IV

FORM OF CERTIFICATES

Section 401. Forms Generally. The Certificates shall be in substantially the form set forth in Exhibit C attached hereto and incorporated herein by reference. Any Additional Certificates shall also be in substantially such form, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Trust Agreement or any supplemental Trust Agreement. The Certificates may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of governmental authority or any custom, usage or requirement of law with respect thereto.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; CUSTODY AND APPLICATION OF CERTIFICATE PROCEEDS

Section 501. Creation of the Funds and Accounts. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City to be designated as follows:

(a) "Acquisition Fund for City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project)" (the "Acquisition Fund").

(b) "Principal and Interest Fund for City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project)" (the "Principal and Interest Fund").

(c) "Reserve Fund for the City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project)" (the "Reserve Fund").

The moneys in the above funds shall be held by the Trustee in trust and shall be applied solely in accordance with the provisions of the Lease Agreement and this Trust Agreement.

Section 502. Deposit of Certificate Proceeds and City Contribution. The proceeds received from the sale of the Certificates, including accrued interest thereon, shall be deposited simultaneously with the delivery of the Certificates, as follows:

(a) There shall be deposited in the Principal and Interest Fund any amount received from the Original Purchaser as accrued interest on the principal of the Certificates.

(b) There shall be deposited in the Reserve Fund the sum of $67,500.00.

(c) There shall be deposited in the Acquisition Fund the remaining balance of the proceeds of the Certificates.

In addition the City agrees to contribute to the Equipment Costs the sum of $107,000.00 (the "City Contribution"). Contemporaneously with the issuance of the Certificates, the City shall transfer to and deposit with the Trustee the said sum, and the Trustee shall deposit the full amount of the City Contribution in the Acquisition Fund.

Section 503. Deposits into the Acquisition Fund. The following moneys shall be paid over to and deposited by the Trustee into the Acquisition Fund, as and when received:

(a) The proceeds from the sale of the Certificates [and the City Contribution], to the extent required by Section 502(c) hereof.

(b) The proceeds from the sale of Additional Certificates (except Additional Certificates issued to refund Outstanding Certificates), excluding such amounts thereof required to be paid into the Principal and Interest Fund pursuant to Section 208 hereof.

(c) The Net Proceeds of any insurance required to be deposited into the Acquisition Fund pursuant to the Lease Agreement.

Section 504. Disbursements from the Acquisition Fund.

(a) Except as hereinafter provided for the payment of Costs of Issuance, the Equipment Cost shall be paid from the amounts on deposit in the Acquisition Fund. The Trustee, on behalf of the City, shall make such payment in the amount, at the time, in the manner, and the other terms and conditions set forth in this section. No such payment shall be made until receipt by the Trustee of an Acceptance Certificate substantially the form attached hereto as Exhibit B signed by the Authorized City Representative, and the Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions; provided, however, notwithstanding the foregoing, the Trustee is hereby authorized to pay such sum or sums representing down payments or deposits for the Equipment to be applied against the Equipment Cost upon written request of the City (i) specifying the amount thereof to be paid, (ii) certifying such amount is pursuant to agreement with the supplier of the Equipment to be credited against the Equipment Cost and (iii) representing and warranting to the Trustee that there has been deposited with the City a performance bond of a third

party surety or other guarantee of performance satisfactory to the City in the full amount of the Equipment Cost assuring completion and delivery of the Equipment in accordance with the City's specifications therefor. In paying any amounts under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such Acceptance Certificate or payment request if such Acceptance Certificate is signed by the Authorized City Representative. Acceptance Certificates for all the Equipment shall be signed and filed within thirty-six (36) months of the date of authentication and delivery of the Certificates.

(b) The completion of the acquisition of the Equipment shall be evidenced by a certificate of the Authorized City Representative in substantially the form attached hereto as Exhibit D stating that (1) the acquisition and installation of all the Equipment has been completed in accordance with specifications applicable thereto and that such Equipment is ready for use, (2) the date of completion, and (3) the amount, if any, required in the opinion of the Authorized City Representative for the payment of any remaining part of the Equipment Costs. Such certificate shall be provided within thirty-six (36) months of the authentication and delivery of the Certificates.

(c) The total amount of Equipment Cost to be paid pursuant to this Section shall not exceed the amount available in the Acquisition Fund after payment of the full costs of acquisition and installation of the Equipment and the completion of the transfers required by Section 505 hereof, the payment of Costs of Issuance and any other incidental costs incurred; it being understood that should the Equipment Costs payable pursuant to this Section exceed the balance available for such purpose in the Acquisition Fund, such excess costs shall be paid by the City. Such excess costs may be paid directly by the City to the obligees.

(d) There shall be paid out of the Acquisition Fund all Costs of Issuance of the Certificates. The Costs of Issuance may be paid directly to the obligees therefor upon approval by the Authorized City Representative.

(e) The Trustee shall keep and maintain adequate records pertaining to the Acquisition Fund, earnings thereon and all disbursements therefrom, and after the acquisition of the Equipment is completed, the Trustee shall file with the City a statement of receipts and disbursements with respect thereto. The Trustee shall supply to the City monthly statements of the receipts from investment of moneys in the Acquisition Fund.

Section 505. Disposition of Moneys Remaining in Acquisition Fund Upon Completion of Acquisition and Installation of Equipment.

(a) Upon the earlier of (i) the filing of the certificate or certificate indicating that the acquisition and installation of the Equipment has been completed and payment of the Equipment Costs thereof has been made in accordance with Section 504 hereof or (ii) the last day of the thirty-sixth (36th) month following the authentication and delivery of the Certificates, all remaining funds (or any part of such funds if prior to the thirty-sixth (36th) month) in the Acquisition Fund shall be transferred to the Principal and Interest Fund to be applied against the principal components of the payments of Basic Lease Payments specified

in the Lease Agreement and next required to be paid by the City in the manner provided by Section 601(b) hereof.

(b) Section 505(a) hereof shall not apply to Net Proceeds deposited in the Acquisition Fund in accordance with Section 503(c) hereof which are to be applied as provided in Section 8.1(b) of the Lease Agreement.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Principal and Interest Fund. The Trustee shall deposit into the Principal and Interest Fund, as and when received, the following:

(a) All interest accrued on the Certificates and the premium, if any, paid by the Original Purchaser of the Certificates.

(b) All Basic Lease Payments payable by the City to the Trustee specified in Section 5 of the Lease Agreement.

(c) Any amount remaining in the Acquisition Fund to be transferred to the Principal and Interest Fund pursuant to Section 505 hereof to be used as a credit against the Aggregate Basic Lease Payments due on the next occurring Payment Date and for the redemption of Certificates in accordance with Section 301 hereof.

(d) The balance of any Net Proceeds (as defined in the Lease Agreement) of insurance or condemnation awards received by the Trustee pursuant to the Lease Agreement.

(e) Any amounts to be deposited in the Principal and Interest Fund pursuant to the Lease Agreement and pursuant to this Trust Agreement.

(f) The Trustee shall retain in the Principal and Interest Fund all interest income earned by reason of investment of moneys held therein and shall deposit into the Principal and Interest Fund the interest income earned by reason of investment of moneys on deposit in the Acquisition Fund and the Reserve Fund. During the term of the Lease Agreement such interest income shall be applied on the next occurring Payment Date as a credit against the Aggregate Basic Lease Payment then due on such date and shall be deemed to be payment of the interest portion thereof.

(g) In the event of termination of the Lease Agreement upon an Event of Default as defined in the Lease Agreement, the Trustee shall withdraw available sums from the Reserve Fund for deposit in the Principal and Interest Fund to be applied to the redemption of Certificates pursuant to the provisions hereof as soon as practicable.

Section 602. Application of Moneys in the Principal and Interest Fund.

(a) Except as provided in this Article VI and in Section 909 hereof, moneys in the Principal and Interest Fund shall be expended solely for the payment of the principal component of, premium, if any, and interest on the principal of the Certificates as the same mature and become due or upon the redemption thereof or purchase for cancellation prior to maturity. The Trustee shall expend the moneys in the Principal and Interest Fund on a first-in, first-out basis.

(b) The Trustee shall withdraw sufficient moneys from the Principal and Interest Fund to pay the principal component of, premium, if any, and interest on the principal of the Certificates as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal component of, premium, if any, and interest on the principal of the Certificates.

(c) The Trustee shall use any moneys in the Principal and Interest Fund (1) to redeem all or part of the Certificates Outstanding and (2) to pay interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by Article III hereof so long as the City is not in default with respect to any payments under the Lease Agreement and to the extent said moneys are in excess of the amount required for payment of Certificates theretofore matured or called for redemption and (3) to pay past due interest in all cases when such Certificates have not been presented for payment. The City may cause such excess moneys in the Principal and Interest Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee for the purchase of Certificates in the open market for the purpose of cancellation, at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of delivery for cancellation.

Section 603. Lease Payments by the City; Credits of Amounts in the Principal and Interest Fund. The City shall be required to provide only those moneys required to make each Basic Lease Payment, taking into account any amounts then on deposit in the Principal and Interest Fund, which shall be applied as a credit towards the Basic Lease Payment then due; and the Trustee, if funds are on deposit with the Trustee, shall, on the third (3rd) business day before each Payment Date, give the City notice of the amount of moneys then on hand in the Principal and Interest Fund and available as a credit against such Basic Lease Payment.

Section 604. Application of Moneys in Principal and Interest Fund in Event of Deficiency. If on any Payment Date, the amount of Basic Lease Payments then due and unpaid exceeds the amount on hand in the Principal and Interest Fund, including amounts transferred pursuant to Sections 505, 601(f) and 606, then the moneys on hand in the Principal and Interest Fund shall be applied first to the payment of interest past due with respect to all Certificates, pro rata if necessary, and second to the payment of that portion of the principal with respect to each Certificate which is then past due, pro rata if necessary.

Section 605. Surplus in Principal and Interest Fund. Any surplus remaining in the Principal and Interest Fund, after payment of all Certificates including accrued interest (if any) and payment of any applicable fees to the Trustee, or provision for such payment having been made on all Outstanding Certificates to the satisfaction of the Trustee, shall be remitted to the City.

Section 606. Application of Moneys in the Reserve Fund.

(a) From the proceeds of the sale of the Certificates there shall be deposited in the Reserve Fund an amount equal to the Reserve Fund Requirement of $67,500.00 in cash or securities. Such moneys shall be held in trust as a reserve for the payment when due of all the interest on or principal of the Certificates as they become due, and shall be used and applied only as provided herein. All amounts paid and credited to the Reserve Fund shall be expended and used solely to prevent any default in the payment of interest or principal of the Certificates if the moneys in the Principal and Interest Account are insufficient to pay the interest on or principal on the Certificates as they become due.

(b) Moneys in the Reserve Fund may be used to call the Certificates for redemption and payment prior to their maturity provided all of the Certificates at the time outstanding are called for payment and funds are available to pay the same according to their terms. Moneys in the Reserve Fund shall be used to pay and retire the last outstanding Certificates unless such Certificates and all interest thereon are otherwise paid. Such amounts shall be applied as a credit against the last scheduled Basic Lease Payment in accordance with the Lease Agreement.

Section 607. Transfer from Reserve Fund to Principal and Interest Fund Amounts in Excess of Reserve Requirement. The Trustee shall, on or prior to the third (3rd) business day before each Payment Date, transfer any moneys on hand in the Reserve Fund in excess of the Reserve Requirement to the Principal and Interest Fund.

Section 608. Application of Moneys in Reserve Fund in Event of Deficiency in Principal and Interest Fund.

(a) If on any Payment Date the moneys on hand in the Principal and Interest Fund are not equal to the amount of the Basic Lease Payment then required to be on hand for the purpose of paying the Certificates as provided in Article II hereof, the Trustee shall notify the City and the Trustee shall transfer to the Principal and Interest Fund moneys from the Reserve Fund to the extent necessary to make good any deficiency in the Principal and Interest Fund. Any amounts so paid from the Reserve Fund pursuant to this Section shall not be considered payment of a Basic Lease Payment and shall, upon receipt from the City of the delinquent Basic Lease Payment, be deposited from such Basic Lease Payment in the Reserve Fund to the extent of the advance from the Reserve Fund required by such delinquency.

(b) In the event the Trustee is required to transfer moneys from the Reserve Fund for any authorized payments on the Certificates, the City will make Additional Lease Payments for deposit in the Reserve Fund in amounts sufficient to replace the moneys advanced from the Reserve Fund within twelve (12) months from the date of such advancement.

Section 609. Transfer from Reserve Fund in Event of Liquidation Sale. In the event of termination of the Lease Agreement pursuant to Section 11 thereof, the subsequent sale by the Trustee of the Equipment and the deposit of the proceeds therefrom by the Trustee into the Principal and Interest Fund, the Trustee shall transfer all amounts then on hand in the Reserve Fund to the Principal and Interest Fund, to be applied to the payment of principal and interest on the Certificate past due and coming due and to the redemption of Certificates pursuant to Article III hereof.

Section 610. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal component of, premium, if any, or interest on the principal of the Certificates or the date fixed for redemption of any Certificates shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in the city of payment are authorized by law to close, then payment of principal component of, premium, if any, or interest on the principal of the Certificates need not be made on such date but may be made on the next succeeding business day which is not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 611. Nonpresentment of Certificates. In the event that any Certificate shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Certificate shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Certificate shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on such Owner's part under this Trust Agreement or on, or with respect to, said Certificate. If any Certificate shall not be presented for payment within five (5) years following the date when such Certificate becomes due, whether by maturity or otherwise, the Trustee, upon the request of the City, shall repay to the City the funds theretofore held by the Trustee for payment of such Certificate, and such Certificate shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 701. Moneys to Be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Trust Agreement, and all moneys deposited with or paid to any Paying Agent under any provision of this Trust Agreement, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Trust Agreement and the Lease Agreement and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except interest earned on investments made pursuant to Section 702 of this Trust Agreement and such other interest which the Trustee or any Paying Agent may agree to pay.

Section 702. Investment of Moneys in Funds. Moneys held in the Acquisition Fund and the Principal and Interest Fund and the Reserve Fund shall be separately invested and reinvested by the Trustee at the direction of the City in Permitted Investments which mature or are subject to redemption by the holder prior to the date when such funds will be needed; provided, however, that such monies shall not be invested in such manner as will violate the provisions of Section 704 hereof. Any such Permitted Investments shall be held by or under the control of the Trustee. Interest (net of that which represents a return of accrued interest paid in connection with the purchase of investments) earned on any moneys or investments in the Acquisition Fund will be transferred to the Principal and Interest Fund and applied on the next occurring Payment Date as a credit against the Aggregate Basic Lease Payment then due on such date and deemed payment of the interest portion thereof. Any income or interest earned by, or increment to the Reserve Fund due to the investment thereof will be paid into the Principal and Interest Fund and deemed payment of the interest portion of the aggregate Basic Lease Payment due on the next occurring Payment Date, but in any case only to the extent that it does not reduce the amount in the Reserve Fund below the Reserve Requirement. Any income, profit or loss on investments from any other funds established pursuant to the Trust Agreement shall be deposited or charged to the respective funds from which such investment were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made. All interest or income realized on Permitted Investments in the Principal and Interest Fund and interest earnings thereon shall be credited to and accumulated in the Principal and Interest Fund. After the Trustee has notice pursuant to Section 1001(h) of this Trust Agreement of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Principal and Interest Fund, the Reserve Fund and the Acquisition Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Permitted Investments whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may, make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping and Report. The Trustee shall furnish to the City a monthly report of all investments made by the Trustee in a form satisfactory to the City. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Article. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of Article VI for at least six (6) years after the payment of all of the Outstanding Certificates.

Section 704. Tax Covenants. The Trustee and the City covenant and agree that they will not take any action, or fail to take any action,if any such action or failure to take action would adversely affect the exclusion from gross income of the interest component of the Certificates under Section 103 of the Code. The Trustee and the City covenant and agree that they will use the proceeds of the Certificates as soon as practicable and with all reasonable dispatch for the purpose for which the Certificates are issued as hereinbefore set forth, and that they will not directly or indirectly use or permit the use of any proceeds of the Certificates or any other funds of the City, or take or omit to take any action that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Certificates. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under the Trust Agreement, the City shall take such action as may be necessary to Cause the Trustee to so restrict or limit the yield.

ARTICLE VIII

TRUSTEE'S COVENANTS AND PROVISIONS

Section 801. Payment of Principal, Redemption Premium, if Any, and Interest. The Trustee covenants and agrees that it will, but solely from the Basic Lease Payments and other revenues and receipts derived under the Lease Agreement, promptly pay or cause to be paid the principal component of, redemption premium, if any, and interest on the principal of the Certificates as the same become due and payable at the place, on the dates and in the manner provided herein and in the Certificates according to the true intent and meaning thereof, and to this end the Trustee covenants and agrees that, should there be a default under the Lease agreement with the result that the right of possession of the Equipment is returned to the Trustee, the Trustee shall diligently proceed in good faith and use its best efforts to sell the Equipment for an amount sufficient to pay the principal component of, premium, if any, and interest on the principal of the Certificates. Nothing herein shall be construed as requiring the Trustee to operate the Equipment other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Equipment.

Section 802. Authority to Execute Indenture. The Trustee covenants that it is duly authorized to execute this Trust Agreement and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Trust Agreement has been duly and effectively taken.

Section 803. Performance of Covenants. The Trustee covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Trust Agreement and in the Certificates, provided, however, that in no event shall the Trustee's obligations exceed the moneys available in the funds and accounts held hereunder. Should there be a default under this Trust Agreement or the Lease Agreement, the Trustee shall fully protect the rights and security of the Certificate Owners hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an Event of Default under this Trust Agreement:

(a) Default in the due and punctual payment of the interest component of any Certificate;

(b) Default in the due and punctual payment of the principal component of or redemption premium, if any, on any Certificate, whether at the stated maturity or accelerated maturity thereof, or at the redemption date thereof;

(c) An Event of Nonappropriation;

(d) Default as specified in the Lease Agreement shall have occurred.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon (1) the occurrence of an Event of Nonappropriation or (2) the written request of the Owners of not less than 25% in aggregate principal amount of Certificates then Outstanding shall by notice in writing delivered to the City, declare the principal of all Certificates then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Certificates shall have matured by their terms, all overdue installments of the principal component of and interest on the principal of the Certificates, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Trust Agreement shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee shall, but only with the approval of the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind

any declaration of acceleration of installments of Basic Lease Payments as provided in the Lease Agreement.

(c) In case of any rescission, then and in every such case the City, the Trustee and the Certificate owners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Sale of Trustee's Interest in the Equipment in Event of Default. If an Event of Default shall have occurred, and subject to the rights of the City under Article XI of the Lease Agreement, the Trustee may, and shall, upon the written direction of the Owners of 25% of the Certificates Outstanding, sell its interest in the Equipment or any part or parts thereof (which sale may be to the Certificate Owners for cash or in consideration for the forgiveness of all or any portion of the amounts owed in respect of the Certificates or otherwise under this Trust Agreement or both). The net proceeds of such sale, after deducting all of the Trustee's reasonable expenses in or in connection therewith, including commissions, legal expenses and expenses of preparation for sale, shall be deposited in the Principal and Interest Fund and applied as provided in Section 909 thereof. The Trustee shall not be required to incur any costs in connection with such offer for sale or sale, other than those to be paid out of the proceeds of sale or out of funds advanced by the Certificate Owners for such purposes.

Section 904. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the Trustee under the Lease Agreement, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed wise by the Trustee; and the Trustee may sell the Equipment or any part thereof, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any charges of the Trustee hereunder, (c) any taxes and fees and other charges prior to the lien of this Trust Agreement, which the Trustee may deem it wise to pay, and (d) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with the provisions of Section 909 hereof.

Section 905. Appointment of Receivers in Event of Default. If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights and remedies of the Trustee and of the Certificate Owners under this Trust Agreement, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, or any part thereof,

pending such proceedings, with such powers as the court making such appointment shall confer.

Section 906. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so by the Owners of not less than 25% in aggregate principal amount of Certificates then Outstanding, the Trustee shall, pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and remedies conferred by this Trust Agreement as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Certificate Owners, to enforce the payment of the principal component of, premium, if any, and interest on the principal of the Certificates then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as set forth in this Trust Agreement, the Base Lease and the Lease Agreement.

(b) All rights of action under this Trust Agreement or under any of the Certificates may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners of the Certificates, and any recovery of judgment shall, subject to the provisions of Section 909 hereof, be for the equal benefit of all the Owners of the Outstanding Certificates.

Section 907. Limitation on Exercise of Remedies by Certificate Owners. No Certificate Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Trust Agreement or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified or is deemed to have notice as provided in Section 1001(h) hereof, (b) such default shall have become an Event of Default, (c) the Owners of not less than 25% in aggregate principal amount of Certificates then Outstanding shall have made written request to the Trustee, shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (d) the Trustee shall thereafter fail or refuse to exercise the powers and remedies herein granted or to institute such action, suit or proceeding in its own name; it being understood and intended that no one or more Certificate Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Trust Agreement by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding. Nothing in this Trust Agreement contained shall, however, affect or impair the right of any Certificate Owner to payment of the principal of and interest on any Certificate at and after the maturity thereof or the obligation of the City to pay the principal component of, premium, if any, and interest on the principal

of each of the Certificates issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Certificates expressed.

Section 908. Right of Certificate Owners to Direct Proceedings. Anything in this Trust Agreement to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Trust Agreement, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and (to the extent not inconsistent with this Section) of this Trust Agreement.

Section 909. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Principal and Interest Fund. All moneys so deposited in the Principal and Interest Fund shall be applied as follows:

(1) Unless the principal component of all the Certificates shall have become or shall have been declared due and payable, all such moneys shall be applied:

First -- To the payment to the persons entitled thereto of all installments of interest then due and payable on the Certificates, in the order in which such installments of interest became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

Second -- To the payment to the persons entitled thereto of the unpaid principal component of any of the Certificates which shall have become due and payable (other than Certificates called for redemption for the payment of which moneys are held pursuant to the provisions of this Trust Agreement), in the order of their due dates and, if the amount available shall not be sufficient to pay in full Certificates due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(2) If the principal component of all the Certificates shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Certificates,

without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Certificate over any other Certificate, ratably, according to the amounts clue respectively for principal and interest, to the persons entitled thereto, without any discrimination or privilege.

(3) If the principal component of all the Certificates shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 902 hereof, then, subject to the provisions of subsection (b)(2) above of this Section in the event that the principal of all the Certificates shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (b)(1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Certificate until such Certificate shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(c) Whenever all of the Certificates and interest thereon have been paid under the provisions of this Section, and all expenses and charges of the Trustee and the Paying Agents have been paid, any balance remaining in the Principal and Interest Fund shall be applied as provided in Section 602(d) hereof.

Section 910. Remedies Cumulative. No remedy by the terms of this Trust Agreement conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Certificate Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Certificate Owners, shall extend to or shall affect any, subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 911. Waivers of Events of Default. Subject to the provisions of Section 902 hereof, the Trustee may in its discretion waive any Event of Default hereunder and its

consequences and rescind any declaration of maturity of principal component of and interest on the principal of Certificates, and shall do so upon the written request of the Owners of at least a majority in aggregate principal amount of all Certificates then Outstanding. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Trust Agreement on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the Certificate Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been undertaken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Trust Agreement, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement, and shall use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee shall be entitled to act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts thereof. The Trustee shall not be responsible for any loss or damage resulting from any action by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(c) The Trustee shall file and record or cause to be filed and recorded all financing statements for the Equipment and shall cause the lien created herein to be noted on the title or titles to the Equipment in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the Owners of the

Certificates and the rights of the Trustee hereunder. The Trustee shall not be responsible for any recital herein or in the Certificates, or for the recording or rerecording, filing or refiling of this Trust Agreement, or for insuring the Equipment or collecting any insurance moneys, or for the validity of the execution by the City of this Trust Agreement or of any Supplemental Trust Agreements. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with Article VII hereof.

(d) The Trustee shall not be accountable for the use of any Certificates executed and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document specified by this Trust Agreement and believed by the Trustee to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Trust Agreement upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates issued in exchange therefor or upon transfer or in substitution thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Trust Agreement the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the City as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 1001(h) or of which by said Section the Trustee is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in Article VI hereof, unless the Trustee shall be specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Certificates then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all books, papers and records of the City, pertaining to the acquisition of the Equipment or the financing thereof, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise with respect to the Equipment.

(k) The Trustee shall have the right, but shall not be required, to demand, with respect to the execution of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, any showings, certificates, opinions, appraisals or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall receive as compensation for its services hereunder the sum of $500.00 as an acceptance fee prepaid at closing from the proceeds of the sale of the Certificates and an annual fee of $500.00 to be paid annually from Additional Lease Payments on September 1 of each year beginning September 1, 1997. In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of, premium, if any, or interest on any Certificate, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1003. Notice to Certificate Owners if Default Occurs. If a default occurs of which the Trustee is by Section 1001(h) hereof required to take notice or if notice of default is given as provided in said Section, then the Trustee shall give written notice thereof to the registered Owners of all Certificates then Outstanding.

Section 1004. Successor Trustee upon Merger, Consolidation or Sale. Any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its

predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1005. Resignation of the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the City and the Certificate Owners whose names and addresses are on file with the Trustee, but in no event shall the resignation of a Trustee or successor Trustee become effective until such time as a successor Trustee has been appointed pursuant to Section 1007 hereof and such successor Trustee has accepted the appointment.

Section 1006. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding; provided, however, that no such removal shall be effective until a successor Trustee has been appointed and has accepted the duties of Trustee.

Section 1007. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, any successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Certificates then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Certificate Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further act be superseded by the successor Trustee so appointed by such Certificate Owners. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, be qualified to accept such trust, and have a reported capital and surplus of not less than $5,000,000.

Section 1008. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor.

Section 1009. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Equipment is not paid as required herein or in the Lease Agreement, the Trustee may, pay such tax, assessment, governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to two (2) percentage points in excess of the Trustee's base rate in effect at the time, shall become an additional

obligation secured by this Trust Agreement, and the same shall be given a preference in payment over any payment of principal component of, premium, if any, or interest on the principal of the Certificates, and shall be paid out of the proceeds of payments, revenues and receipts collected from the Equipment, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Certificates then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1010. Trust Estate May Be Vested in Co-Trustee.

(a) It is the purpose of this Trust Agreement that there shall be no violation of any law of any jurisdiction (including particularly the State of Kansas) denying or restricting the right of banking corporations or associations or trust companies to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Trust Agreement, the Lease Agreement or the Base Lease Agreement, and in particular in case of the enforcement of one or more of the same on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction the Trustee may not exercise any of the powers, rights or remedies herein granted to it, or to take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable for the Trustee to appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Trust Agreement to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every Covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Trustee be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to the co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Trustee.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1011. Annual Accounting. At least annually, the Trustee shall render an accounting to the City and to any Certificate Owner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any Funds or accounts created by this Trust Agreement as of the beginning and close of such accounting period.

Section 1012. Performance of Duties under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations under the Lease Agreement assigned to it pursuant to this Trust Agreement.

ARTICLE XI

SUPPLEMENTAL TRUST AGREEMENTS

Section 1101. Supplemental Trust Agreements Not Requiring Consent of Certificate Owners. The City and the Trustee may from tine to time, without the consent of or notice to any of the Certificate Owners, enter into such Supplemental Trust Agreement or Supplemental Trust Agreements as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Trust Agreement or make any other change not materially adverse to the security of the Certificate Owners, in the opinion of Special Tax Counsel;

(b) To grant to or confer upon the Trustee for the benefit of the Certificate Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Certificate Owners or the Trustee or either of them;

(c) To more precisely identify the Equipment or the Trust Estate or to substitute or add property thereto;

(d) To subject to this Trust Agreement additional revenues, properties or collateral; and

(e) To issue Additional Certificates as provided in Section 208 hereof.

(f) To conform the Trust Agreement to the Code or to future applicable federal law concerning tax-exempt obligations.

Section 1102. Supplemental Trust Agreements Requiring Consent of Certificate Owners.

(a) Exclusive of Supplemental Trust Agreements covered by Section 1101 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Certificates then

Outstanding shall have the right, from time to time, anything contained in this Trust Agreement to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other Supplemental Trust Agreement or Supplemental Trust Agreements as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Trust Agreement or in any Supplemental Trust Agreement; provided, however, that nothing in this Section contained shall permit or be construed as permitting without the consent of the Owners of 100% of the Certificates Outstanding (1) an extension of the maturity of the principal or interest represented by any Certificate issued hereunder, or (2) a reduction in the principal amount of any Certificate or the rate of interest thereon, or (3) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates, or (4) a reduction in the aggregate principal amount of Certificates, the consent of the Owners of which is required for the execution of any such Supplemental Trust Agreement.

(b) If at any time the City shall request the Trustee to enter into any such Supplemental Trust Agreement for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Trust Agreement to be mailed to each Certificate Owner as shown on the certificate registration books required to be maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Trust Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Certificate Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding at the time of the execution of any such Supplemental Trust Agreement shall have consented to and approved the execution thereof as herein provided, no Owner of any Certificate shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

ARTICLE XII

AMENDMENTS TO THE LEASE

Section 1201. Amendments to the Lease Agreement Not Requiring Consent of Certificate Owners. The City and the Trustee shall, without the consent of or notice to the Certificate Owners, consent to any amendment, change or modification of the Lease Agreement as may be required (a) by the provisions of the Lease Agreement or this Trust Agreement, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease Agreement or in connection with any other change therein which, in the judgment of the Trustee, is not materially adverse to the security of the Trustee or the Certificate Owners in the opinion of Bond Counsel, (c) so as to more precisely identify the Equipment or substitute or add property thereto, (d) to conform the Lease Agreement to the Code or to

future applicable federal law concerning tax-exempt obligations, or (e) in connection with the issuance of Additional Certificates under Section 208.

Section 1202. Amendments to the Lease Agreement Requiring Consent of Certificate Owners. Except for the amendments, change; or modifications as specified in the preceding Section, neither the City nor the Trustee shall consent to any other amendment, change or modification of the Lease Agreement without the giving of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding given and obtained as provided in Section 1102 hereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 1301. Satisfaction and Discharge of the Indenture.

(a) When the principal component of, premium, if any, and interest on the principal of all the Certificates shall have been paid in accordance with their terms or provision has been made for such payment, as provided in Section 1302 hereof, and provision shall also be made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of retirement of the Certificates, then the right, title and interest of the Trustee under this Trust Agreement shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Trust Agreement and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Trust Agreement, and shall assign and deliver to the City any property at the time subject to this Trust Agreement which may then be in the Trustee's possession, and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of, premium, if any, and interest on the Certificates.

(b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal, premium, if any, and interest so due and payable upon all of the certificates then Outstanding has been paid or provision for such payment has been made in accordance with Section 1302 hereof as evidence of satisfaction of his Trust Agreement, and upon receipt thereof the City shall cancel and erase the inscription of this Trust Agreement from its records.

Section 1302. Certificates Deemed to Be Paid.

(a) Certificates shall be deemed to be paid within the meaning of this Article when payment of the principal component of and the applicable redemption premium, if any, on such Certificates, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Trust Agreement, or otherwise),

either (1) shall have been made or caused to be made in accordance with the terms hereof, or (2) provision therefor shall have been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment. At such time as a Certificate shall be deemed to be paid hereunder, as aforesaid, such Certificate shall no longer be secured by or be entitled to the benefits of this Trust Agreement, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Certificates which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Certificates as aforesaid until, as to all such Certificates which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with Article III of this Trust Agreement or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Trust Agreement which may be contrary to the provisions of this section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Certificates (including premium thereon, if any) and interest thereon shall be applied to and be used solely for the payment of the particular Certificates (including premium thereon, if any) and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Certificate Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Trust Agreement to be signed and executed by the Certificate Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Certificate 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 Certificates, if made in the following manner, shall be sufficient for any of the purposes of this Trust Agreement, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) 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.

(2) The fact of ownership of Certificates, the amount or amounts, numbers and other identification of Certificates, and the date of holding the same shall be proved by the registration books maintained by the Trustee.

(b) In determining whether the Owners of the requisite principal amount of Certificates Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Trust Agreement, Certificates owned by the City shall be disregarded and deemed not to be Outstanding under this Trust Agreement.

Section 1402. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Trust Agreement or the Certificates is intended or shall be construed to give any person other than the parties hereto, the City, and the Owners of the Certificates, any right, remedy or claim under or with respect to this Trust Agreement, this Trust Agreement and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the City and the Owners of the Certificates as herein provided.

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Trust Agreement shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed as follows:

(a) To the Trustee:

Security Bank of Kansas City
One Security Plaza
7th & Minnesota
Kansas City, Kansas 66101
Attention: Trust Department

(b) To the City:

City of Leawood, Kansas
City Hall
4800 Town Center Drive
Leawood, Kansas 66211
Attention: City Clerk

(c) To the Original Purchaser:

George K. Baum & Company
Twelve Wyandotte Plaza, Suite 800
120 W. 12th Street
Kansas City, Missouri 64105
Attention: Public Finance Department

(d) To the Certificate Owners if the same shall be duly mailed by registered or certified mail addressed to each of the Owners of Certificates at the time Outstanding as shown by the certificate registration books kept at the office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. The Trustee and the City 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.

Section 1404. Suspension of Mail Service. If, because of the 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 publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1405. Severability. If any provision of this Trust Agreement shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public]policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1406. Execution in Counterparts. This Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Governing Law. This Trust Agreement shall be governed exclusively by and be construed in accordance with the applicable laws of the State of Kansas.

IN WITNESS WHEREOF, the CITY OF LEAWOOD, KANSAS, has caused this Trust Agreement to be signed in its name and behalf and its seal to be hereunto affixed, and to evidence its acceptance of the trusts hereby created, SECURITY BANK OF KANSAS CITY has caused this Trust Agreement to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

CITY OF LEAWOOD, KANSAS

_____

Mayor

(Seal)

ATTEST:

_____

City Clerk

SECURITY BANK OF KANSAS CITY,
as Trustee

(Seal)

By: _____
Title: _____

ATTEST:

_____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 1997 before me, a Notary Public in and for said State, personally appeared _____ and _____, Mayor and City Clerk, respectively, of the City of Leawood, Kansas, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be such Mayor and City Clerk, respectively, and who are personally known to me to be the same persons to execute as such officers the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 1997, before me, a Notary Public in and for said City and State, personally appeared _____, _____, and _____, _____ of Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation duly organized and existing under the laws of the State of Kansas, who are personally known to me to be such _____ and _____, respectively, and who are personally known to me to be the same persons to execute as such officers the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A TO TRUST AGREEMENT DATED AS OF MARCH 1, 1997,
BETWEEN THE CITY OF LEAWOOD, KANSAS,
AND SECURITY BANK OF KANSAS CITY

DESCRIPTION OF THE EQUIPMENT

Quantity	Description	Estimated Cost

EXHIBIT B

(FORM OF ACCEPTANCE CERTIFICATE)

Certificate No.: _____
Date: _____

ACCEPTANCE CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED AS OF MARCH 1, 1997, BETWEEN THE TRUSTEE AND THE CITY OF LEAWOOD, KANSAS.

The undersigned hereby request that the following amounts be paid to the following payees for the following Equipment Costs as defined in said Trust Agreement:

Amount	Payee and Address	Description

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition of the Equipment, have been properly incurred and are a proper charge against the Acquisition Fund, and have been paid by or are justly due to the persons whose names and addresses are stated above, have not been the basis of any previous requisition from the Acquisition Fund; (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with acquiring the Equipment which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Equipment or any part thereof; and (iii) the lien of the Trustee created by the Trust Agreement will be noted on any titled Equipment and a copy of such title will be provided to the Trustee.

CITY OF LEAWOOD, KANSAS

By: _____
Title: _____
"Authorized City Representative"

EXHIBIT C

TO TRUST AGREEMENT AS OF MARCH 1, 1997
BETWEEN THE CITY OF LEAWOOD, KANSAS
AND SECURITY BANK OF KANSAS CITY

FORM OF CERTIFICATES

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON

Registered
No. R-___

Registered
$_____

CITY OF LEAWOOD
CERTIFICATES OF PARTICIPATION
SERIES 1997
(EQUIPMENT LEASE PURCHASE PROJECT))

Evidencing a Proportionate, Undivided Interest in the Right to Receive Lease Payments under an annual appropriation Equipment Lease Purchase Agreement between SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, as Trustee and Lessor, and CITY OF LEAWOOD, KANSAS, as Lessee

Dated Date	Maturity Date	Interest Rate	CUSIP No.
March 1, 1997	September 1, ____		_____

Registered Owner: _____

Principal Amount: _____ DOLLARS

THIS CERTIFIES THAT the Registered Owner shown above, or registered assignee, is the owner of a proportionate, undivided interest in the right to receive Lease Payments (hereinafter described) from the City of LEAWOOD, KANSAS, as lessee (the "City"), under an annual appropriation Equipment Lease Purchase Agreement dated as of March 1, 1997 (the "Equipment Lease Purchase Agreement"), between Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation, as trustee and lessor (the "Trustee" or "Lessor"), and the City. The Registered Owner shown above, or registered assignee, is entitled to receive, but solely from Lease Payments to be made by the City under the Equipment Lease Purchase Agreement, upon the presentation and surrender of this Certificate, the Principal Amount shown above on the Maturity Date shown above, except

as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to receive interest on said Principal Amount at the Rate of Interest 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 interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning September 1, 1997, until said Principal Amount is paid.

The principal component of, redemption premium, if any, and interest on the principal of this Certificate shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal component of and redemption premium, if any, on this Certificate shall be payable to the Registered Owner at the maturity or redemption date hereof upon presentation and surrender of this Certificate at the principal office of Security Bank of Kansas City, Kansas (the "Trustee"). The interest component of this Certificate payable on any interest payment date shall be paid by check or draft mailed by the Trustee to the person in whose name this Certificate is registered at the close of business on the Record Date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date.

THE TERMS AND PROVISIONS OF THIS CERTIFICATE ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Agreement until it has been executed by the Trustee and the Certificate of Authentication hereon endorsed shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Agreement and the issuance of this Certificate do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Security Bank of Kansas City, Kansas City, Kansas, has caused this Certificate to be executed in its name by the manual signature of its authorized officer and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Certificate to be dated as of the Dated Date shown above.

Security Bank of Kansas City, Trustee

[SEAL]

By _____

Authorized Officer

CERTIFICATE OF AUTHENTICATION

This Certificate is one of the City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project), evidencing a proportionate, undivided interest in rights to receive certain Lease Payments and other revenues pursuant to the within-mentioned Lease Agreement. Attached to this Certificate and on file with the Trustee is the opinion of Bryan Cave LLP, Special Tax Counsel, which was manually executed and was dated and issued as of the date of delivery of and payment for the Certificates.

Registration Date: _____

Security Bank of Kansas City,
as Trustee and Certificate Registrar

By _____
Authorized Officer

[SEAL]

(FORM OF REVERSE SIDE OF CERTIFICATE)

ADDITIONAL PROVISIONS

This Certificate is one of a series of Certificates of Participation designated "City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project)," issued in the aggregate principal amount of $675,000 (the "Certificates"), which evidence the proportionate, undivided interest of the Owners thereof in the right to receive certain Lease Payments under the Equipment Lease Purchase Agreement. The Certificates have been issued and sold for the purpose of providing funds to pay a portion of the costs of acquiring certain Equipment for the City (the "Equipment"), which Equipment is to be leased to the City under the terms of the Equipment Lease Purchase Agreement between the Lessor and the City, all pursuant to the authority of and in full compliance with Article 12, Section 5 of the Constitution of the State of Kansas, K.S.A. 10-1116b and all other provisions, restrictions and limitations of the Constitution and statutes of the State of Kansas.

The Certificates are issued under and are equally and ratably secured and entitled to the protection given by the Trust Agreement dated as of March 1, 1997, between the City and the Trustee (the "Agreement"). Subject to the terms and conditions set forth therein, the Agreement permits the Lessor to issue Additional Certificates (as defined in the Agreement) secured by the Agreement on a parity with the Certificates. Reference is hereby made to the Agreement for a description of the provisions, among others, with respect to the nature and

extent of the security for the Certificates, the rights, duties and obligations of the Trustee and the owners of the Certificates, and the terms upon which the Certificates are issued and secured.

The Certificates are subject to redemption and payment prior to the stated maturity thereof, upon instructions from the City, as a whole or in part on any date, and if in part in such order of maturity as determined by the City in its sole discretion, at a redemption price of 100% of the principal component of the Certificates being called for redemption, plus interest accrued thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(a) if title to substantially all of the Equipment is found to be deficient or nonexistent to the extent that the City's use of the Equipment is impaired;

(b) if substantially all of the Equipment is damaged or destroyed by fire or other casualty and is not rebuilt, repaired, restored or replaced by the City;

(c) if the City's obligations under the Equipment Lease Purchase Agreement are terminated after default or after nonappropriation; or

(d) if as a result of changes in the Constitution of the State of Kansas, or of legislative or administrative action by the State of Kansas or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Equipment Lease Purchase Agreement shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City or the Lessor; or

(e) if the Equipment Lease Purchase Agreement is terminated in the event of a failure to deliver or make substitution for the Equipment under the Equipment Lease Purchase Agreement; or

(f) if moneys transferred to the Principal and Interest Fund exceed the amount of funds necessary for the next payment of the principal or interest components of the Certificates by $10,000 or more.

In the event any of the Certificates are called for redemption as aforesaid, notice thereof identifying the Certificates to be redeemed will be given by mailing a copy of the redemption notice by certified or registered mail at least 30 days prior to the redemption date to the original purchaser of the Certificates and the Owner of each Certificate to be redeemed at the address shown on the registration books maintained by the Trustee. All Certificates so called for redemption will cease to bear interest on the specified redemption date, and shall no longer be secured by the Trust Agreement and shall not be deemed to be Outstanding under the provisions of the Trust Agreement.

Each Certificate shall evidence the proportionate, undivided interest of the Owner thereof in the right of the Lessor to receive Lease Payments from the City under the Equipment Lease Purchase Agreement. The Certificates are payable solely out of the Lease Payments and other payments, revenues and receipts derived from the City under the Equipment Lease Purchase Agreement (including, in certain circumstances, Certificate proceeds and income from the temporary investment thereof and proceeds from insurance), and are secured by the Trust Estate as provided in the Agreement. The Certificates and the interest thereon shall not constitute a liability or obligation of the City beyond the Fiscal Year of the City for which the City has made an appropriation for the Lease Payments. The Certificates shall not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

Pursuant to the provisions of the Equipment Lease Purchase Agreement, Lease Payments sufficient for the prompt payment when due of the principal component of, redemption premium, if any, and interest on the principal of the Certificates are to be made by the City directly to the Trustee and deposited in a special trust account created by the Agreement and designated "Principal and Interest Fund for the City of Leawood, Kansas, Certificates of Participation, Series 1997 (Equipment Lease Purchase Project)."

The Owner of this Certificate shall have no right to enforce the provisions of the Agreement or to institute any action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Trust Agreement (as defined therein), or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement. In certain events, on the conditions, in the manner and with the effect set forth in the Trust Agreement, the principal of all the Certificates issued under the Trust Agreement and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Trust Agreement may be modified, amended or supplemented only to the extent and under the circumstances permitted by, and subject to the terms and conditions of the Trust Agreement.

The Certificates are issuable in the form of fully registered Certificates without coupons in the denomination of $5,000 or any integral multiple thereof.

This Certificate may be transferred or exchanged, as provided in the Trust Agreement, only upon the registration books kept for that purpose at the above-mentioned office of the Trustee, upon surrender of this Certificate together with a written instrument of transfer or authorization for exchange satisfactory to the Trustee and duly executed by the Registered Owner or the Registered Owner's duly authorized attorney, and thereupon a new Certificate or Certificates, in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued by the Trustee to the transferee in exchange therefor as provided in the Agreement, and upon payment of the charges therein prescribed. The Trustee and any Paying Agent may deem and treat the person in whose name this Certificate is registered 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.

[LEGAL OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept by the Trustee for the registration and transfer of Certificates, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular.

Signature Guaranteed By:

[Seal of Bank]

_____

_____

(Name of Eligible Guarantor Institution)

By _____

Title: _____

EXHIBIT D

Form of Certificate for Completion of Acquisition

EQUIPMENT LEASE PURCHASE PROJECT
CITY OF LEAWOOD, KANSAS

Security Bank of Kansas City, as Trustee
One Security Plaza
7th & Minnesota
Kansas City, Kansas 66101
Attention: Trust Department

In accordance with Section 504 of the Trust Agreement (the "Trust Agreement") dated as of March 1, 1997, by and between Security Bank of Kansas City, as Trustee, as Lessor, and the City of Leawood, Kansas, Lessee, the undersigned, acting on behalf of the City (the "City") hereby certifies that as of _____, ____, the acquisition and installation of all Equipment was completed substantially in accordance with specifications applicable thereto, that such Equipment is ready for use, and that, in the opinion of the undersigned, there remains $_____ required for the payment of the Cost of Equipment which will be paid by the City.

EXECUTED at Leawood, Kansas, this ____ day of _____, 19__.

CITY OF LEAWOOD, KANSAS

_____
Authorized City Representative

EXHIBIT D

George K. Baum & Company

INVESTMENT BANKERS

MEMBER
NEW YORK STOCK EXCHANGE, INC.
CHICAGO STOCK EXCHANGE, INC.

TWELVE WYANDOTTE PLAZA
120 WEST 12TH STREET
KANSAS CITY, MISSOURI 64105
TELEPHONE (816) 474-1100

February 18, 1997

Honorable Mayor and City Council
City of Leawood
4800 Town Center Drive
Leawood, Kansas 66211

RE: $675,000 City of Leawood, Kansas, Certificates of Participation, Series 1997-A, Dated March 1, 1997

Dear Mayor and City Council:

George K. Baum & Company has been working with the City of Leawood for several months to develop a well planned approach toward a lease/purchase financing for two firefighting vehicles and two public works vehicles (the "Equipment"). Through our efforts, we have now successfully structured a proposed certificates of participation issue in the amount of $675,000 which will accomplish this goal. We have also developed sufficient information about the City and its current financial situation to make a decision that a properly structured certificates of participation issue, with proper management controls implemented, can be successfully accomplished.

As a result of our efforts, George K. Baum & Company agrees to underwrite the Certificates of Participation, Series 1997-A of the City (the "Certificates") and agrees to have payment for the Certificates accomplished in an expeditious manner. Our agreement to underwrite the Certificates is subject to the following terms and conditions:

1) That the City adopt a Certificate Ordinance with normal covenants;

2) That the City execute a Base Lease, Lease Agreement, and Trust Agreement relating to the Equipment and to the Certificates;

3) That the City properly secure the Certificates with a Reserve Fund as outlined in the Trust Agreement;

4) That timely legal opinion as to the tax-exempt status of the certificate issue be provided by a nationally recognized firm of municipal bond attorneys;

5) That George K. Baum & Company receive an underwriting fee of 1.50% of the par amount of the Certificates, said fee being payable from certificate proceeds;

6) That George K. Baum & Company pay the City accrued interest on the Certificates from the date of issuance until the date of delivery (March 1, 1997 through March 11, 1997);

7) That the ordinary costs of issuing the Certificates be paid from certificate proceeds;

8) That the stated interest rates on the Certificates and the principal maturities and interest payment dates shall be as indicated on Exhibit 1, attached;

9) That a contribution to the Acquisition Fund of $107,000 be made by the City from existing funds, as per the City's original plans;

10) That the City agrees to provide ongoing disclosure about the City for the benefit of certificate holders as provided for in the Continuing Disclosure Instructions executed prior to delivery of the Certificates; and

11) Any other terms and conditions as mutually agreed upon within the limits prescribed by Kansas Statutes.

This shall be a firm underwriting action on behalf of George K. Baum & Company as principal in the purchase transaction. We look forward to completing this financing successfully and to again assisting the City in the future.

Respectfully submitted,

GEORGE K. BAUM & COMPANY

Roger Edgar
Executive Vice President

David Arteberry
Vice President

ACCEPTED this ___ day of _____, 1997

for THE CITY OF LEAWOOD, KANSAS

By:_____
Mayor

ATTEST:

By:_____
Clerk

Exhibit 1

$675,000
City of Leawood, Kansas
Certificates of Participation
Series 1997-A
(Fire Department and Public Works Vehicles)

Dated Date:	March 1, 1997
Delivery Date:	March 11, 1997 (estimated)
Interest Payment Dates:	March 1 and September 1
First Interest Payment Date:	September 1, 1997
Principal Payment Dates:	September 1 in years shown below

Maturity	Amount	Rate
1998	$110,000	4.20 %
1999	115,000	4.40
2000	120,000	4.60
2001	130,000	4.70
2002	200,000	4.80
	$675,000	

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 21st day of February 19 97, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 21st day of February 19 97

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 71.90

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 21, 1997

ORDINANCE NO. 1650

AN ORDINANCE AUTHORIZING THE EXECUTION OF A BASE LEASE AGREEMENT FROM THE CITY OF LEAWOOD, KANSAS, TO SECURITY BANK OF KANSAS CITY, AS TRUSTEE, WHEREBY THE CITY WILL LEASE CERTAIN EQUIPMENT TO THE TRUSTEE; APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT BETWEEN THE CITY AND THE TRUSTEE; AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE PURCHASE AGREEMENT BETWEEN THE TRUSTEE AND THE CITY WHEREBY THE TRUSTEE WILL LEASE SUCH EQUIPMENT BACK TO THE CITY FOR CITY PURPOSES; PROVIDING FOR AND APPROVING THE ISSUANCE, SALE AND DELIVERY OF CERTAIN CERTIFICATES OF PARTICIPATION UPON TERMS AND CONDITIONS AND FOR THE PURPOSES SET FORTH THEREIN; AND AUTHORIZING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, pursuant to Article 12, Section 5 of the Constitution of the State of Kansas, and K.S.A. *10-1116b, the governing* body of the City of Leawood, Kansas (the "City"), has determined that it is necessary and desirable to enter into a lease purchase financing arrangement as hereinafter described to finance the cost of certain equipment necessary to the governmental functions of the City (the "Equipment") as more fully described in the Trust Agreement herein described; and

WHEREAS, it is hereby found and determined to be in the best interest of the City that the City enter into a Base Lease Agreement (the "*Base Lease*") *with Security Bank of* Kansas City, Kansas City, Kansas, a state banking corporation organized under the laws of the State of Kansas, not individually, but in its capacity as trustee (the "Trustee"), whereby the City will lease the Equipment to the Trustee for a term commencing on or about March 1, 1997, and ending upon the payment of all Basic Lease Payments and other amounts due and payable under the Lease Agreement (herein described); and

WHEREAS, it is hereby further found and determined to be in the best interest of the City that the City enter into an Equipment Lease Purchase Agreement (the "Lease Agreement") whereby the City will sublease the Equipment from the Trustee for a term commencing on or about March 1, 1997, and terminating upon the payment of all Basic Lease Payments and other amounts due under the Lease Agreement; and

WHEREAS, it is hereby further found and determined to be in the best interest of the City that the City enter into a Trust Agreement with the Trustee providing for the issuance of certificates of participation in the aggregate principal amount of $675,000 as described therein (the "Certificates") to provide funds to pay a portion of the cost of acquiring the Equipment, upon the terms and conditions set forth therein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

Section 1. That the Base Lease between the City, as lessor, and the Trustee, as lessee, relating to the Equipment, substantially in the form attached hereto as Exhibit A, is hereby authorized and approved with such additions, revisions and corrections thereto as may be approved by the Mayor and City Clerk, such approval to be conclusively evidenced by their execution of the Base Lease on behalf of the City.

Section 2. That the Lease Agreement between the Trustee, as lessor, and the City, as lessee, relating to the Equipment, in substantially the form attached hereto as Exhibit B, is hereby authorized and approved with such additions, revisions and corrections thereto as may be approved by the Mayor and City Clerk, such approval to be conclusively evidenced by their execution of the Lease Agreement on behalf of the City.

Section 3. That the Trust Agreement, providing for the issuance of the Certificates described therein, in substantially the form attached hereto as Exhibit C, is hereby authorized and approved with such additions, revisions and corrections thereto as may be approved by the Mayor and City Clerk, such approval to be conclusively evidenced by their execution of the Trust Agreement on behalf of the City.

Section 4. *That the sale of the* Certificates to George K. Baum & Company in accordance with the Purchase Agreement, in substantially the form attached hereto as Exhibit D, is hereby authorized and approved. The Governing Body hereby authorizes the preparation of a final Official Statement with respect to such Certificates in substantially the form of the Preliminary Official Statement but with the completion of the final terms omitted therefrom, and the Mayor and City Clerk are hereby authorized to execute and deliver the Official Statement for and on behalf of the City.

Section 5. That the Mayor and City Clerk are hereby authorized to execute the Base Lease, the Trust Agreement, the Lease Agreement and the Purchase Agreement, and to approve the Official Statement on behalf of the City in the forms presented to the City this date with such modifications as are approved by the Mayor and City Clerk, and the Mayor and City Clerk and the Finance Director are hereby authorized and directed to execute such ancillary certificates and documents necessary to accomplish the purposes set forth herein and in the Base Lease, the Trust Agreement, the Lease Agreement *and the Purchase* Agreement to effect the financing contemplated thereby and by the Official Statement.

Section 6. The City covenants and agrees that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Certificates under Section 103 of the Code. The City covenants and agrees that it will use the proceeds of the Certificates as soon as practicable and with all reasonable dispatch for the purpose for which the Certificates are issued as hereinbefore set forth, and that it will not directly or indirectly use or permit the use of any proceeds of the Certificates or any other funds of the City, or take or omit to take any action that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986 (the "Code"). To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Certificates. In the event that at any time the City is of the opinion that for purposes of this Section 6 it is necessary to restrict or limit the yield on the investment of any moneys held by the City or the Trustee under this Ordinance, the Lease Agreement or the Trust Agreement, the City shall take such action as may be necessary to effect such restriction or limitation.

Section 7. This Ordinance shall be in full force and effect from and after its *passage and approval and* publication once in the official City newspaper.

PASSED by the Governing Body of the City of Leawood, Kansas, on this 18th day of February, 1997.

APPROVED by the Mayor this 18th day of February, 1997.

(Seal)

Mayor

ATTEST:

City Clerk

APPROVED FOR FORM:

W.S. Wetzler, City Attorney

EXHIBITS ON FILE IN CITY CLERK'S OFFICE

(17229-1F-JC)

ORDINANCE NO. 1649

AN ORDINANCE AMENDING SECTION 9-3 (DESIGN) OF THE LEAWOOD DEVELOPMENT ORDINANCE, AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. Leawood Development Ordinance Amended. That Section 9-3 of the Leawood Development Ordinance is hereby amended to read as follows:

9-3 DESIGN

9-3.1 SUBDIVISION DESIGN STANDARDS

Minimum standards for development are contained in the Leawood Zoning Ordinance, the City Building Code the Leawood Street Construction Standards and in this Ordinance. In addition, the Comprehensive Development Plan express policies designed to achieve an optimum quality of development in the City. Therefore, the design of each subdivision shall by prepared in accordance with the principles established in these ordinances.

A) The urban area shall be designed as a group of integrated residential neighborhoods with appropriate commercial, industrial and public facilities.

B) Streets. The arrangement, character, extent, width, grade and location of all streets shall conform to all of the elements of the Major Street Plan and shall be designed in accordance with the following provisions:

1) Each subdivision shall provide for the continuance of all major streets and highways; and they shall conform with the Major Street Plan.

2) Whenever a subdivision abuts or contains an existing or proposed major street, the Plan Commission may require service streets, reverse frontage with screen planting contained in a non-access reservation along the rear property line, deep lots, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

3) Collector streets shall be designed to provide direct access from local streets to the major thoroughfare and expressway system.

4) Ingress and egress to residential properties shall be limited to the extent possible to local and collector streets.

5) Local streets shall be laid out so that their use by through traffic will be discouraged.

6) Where a subdivision borders on or contains a railroad right-of-way or limited access highway right-of-way, the Plan Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land. Such distance shall also be determined with due regard to the requirements of approach grades and future grade separation structures.

7) Reserve strips controlling access to streets shall be prohibited except where their control is placed in the City under conditions approved by the Plan Commission.

8) Where the plat to be submitted includes only part of the tract owned or intended for development by the subdivider, a tentative plan of a proposed future street system for the unsubdivided portion shall be prepared and submitted by the subdivider.

9) When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision, with provision for adequate utility easements and connections for such resubdivision.

10) Street jogs with centerline offsets of less than 150 feet shall not be permitted.

11) Streets shall intersect at approximately right angles and no street should intersect any other street at an of less than 75 degrees.

12) Street right-of-way, pavement widths, maximum and minimum gradients, sight distance requirements, horizontal and vertical alignment, and other design elements shall be in accordance with the Leawood Street Construction Standards based on the street classification shown on the Major Street Plan. Where unusual topographic conditions exist in the field slight modification from these standards may be permitted. New streets not shown on the Major Street Plan shall be

designed to local street standards unless the Plan Commission determines that higher design standards are required to serve anticipated traffic demands.

13) A cul-de-sac shall not exceed 500 feet in length, measured from the entrance to the center of the turnaround. The turnaround shall have an outside property line radius if not less than 50 feet and a curb line radius of 40 feet. There shall be provided in the center of the turnaround an unpaved island improved with grass and landscaping that will not interfere with sight distance. Said unpaved area shall have a radius of not less than 12 feet and shall be curbed.

14) Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations and provided that the Plan Commission finds it will be practical to obtain the dedication of the other half of the street right-of-way within a reasonable time.

15) The arrangement of streets shall be such as to facilitate the subdividing of adjacent properties. Street stubs shall be platted and paved at intervals in keeping with maximum block length standards, topography and property lines of land adjacent.

16) Street names and numbers shall be assigned by the City of Leawood.

C) Private Streets. This section of the ordinance shall deal exclusively with private streets. Any other reference to streets in this section shall be construed to be a reference to public streets.

1) Private streets shall be allowed only within residential developments as defined and authorized in Article 2-8 of the Leawood Development Ordinance.

2) Plats with private streets shall have the private streets clearly and boldly marked on the drawing portion, as well as in the written portion.

3) All private streets which are platted after the adoption of this ordinance shall remain as private streets in perpetuity.

4) Any persons making application for an occupancy permit for a residence constructed within a subdivision containing a private street, shall certify to the City that he has mailed by restrictions along with a letter calling particular attention to the fact that the residence may be subject to assessments for the maintenance of private streets within the subdivision of development.

5) The City will install a standard "private street sign" at each private street connection to a public street at the developer's expense.

6) Each private street shall be designed and constructed to handle its and any connecting street's traffic loading.

7) All design factors of a private street shall be considered on an individual basis with the following minimum requirements.

   a) 28 feet wide, back to back of curb.

   b) 8 inch pavement thickness, conforming to City standards.

   c) 1% minimum and 12% maximum gradients.

   d) 25 mile per hour sight radius.

   e) 65 foot center line radius.

8) Lay down type curb and gutter, as approved by the City shall be constructed along the public street curb line at the intersection of each public and private street, thus forming a ribbon of concrete separating the public and private street.

9) A public safety covenant in a form to be approved by the City shall be filed of record.

10) Street lights and/or sidewalks may be installed at the developers discretion. In the event street lights and/or sidewalks are installed, their installations and their continued maintenance shall be the responsibility of the developer.

11) Adequate utility easements shall be provided.

D) Easements. Easements not less than 15 feet wide shall be provided for use by public and private utilities along each rear lot line, and along side lot lines where necessary, in the following manner:

1) A permanent easement not less than 7-1/2 feet wide shall be provided along the rear lot line, or along the side lot line where necessary, of each abutting or adjoining lot.

2) Where the land owned and being subdivided ends at a rear or side lot line and the subdivider is unable to obtain from the adjoining property owners an easement not less than 7-1/2 feet wide, the Plan Commission upon finding that the easement will be available from the adjoining property owners at a future date, may approve the grant of an easement along each rear lot line, or side lot line where necessary, not less than 10 feet.

3) Easements shall be maintained free of buildings or structures.

4) The Plan Commission may require area easements and easements of greater width for the extension of main storm and sanitary sewers, surface drainageways and other utilities where it is deemed necessary.

E) Storm Drainage. All subdivisions shall be provided with storm water disposal systems in compliance with the Design Criteria For Storm Sewers and Appurtenances published by the Kansas City Metropolitan Chapter of the American Public Works Association and amendments thereto. Hydrological calculations shall utilize a time of concentration (TC) of ten minutes unless otherwise directed by the City Engineer.

1) All subdivision plats shall include easements for purposes of access to and protection of underground and surface drainageways.

2) Where drainageways serve a sufficiently large area that underground pipe is impractical, the City may require the subdivider to either perform channel improvements or dedicate an easement of greater width than the drainageway currently requires in order to allow for overflow and side slope deterioration.

3) The calculated one hundred year flood elevation, as computed by a registered engineer, shall be depicted on the preliminary plat and submitted to the City

Engineer with the Public Works Elements. This calculation and mapped flood line as shown on the Flood Insurance Rate Maps of the Flood Insurance Agency. If flood prone areas occur within the subdivision, the subdivider shall provide assurance that any building constructed within the area will have its lowest opening at or above the one hundred (100) year flood elevation.

4) Any grading within the flood prone area shall not proceed until review and approval is receive from the Kansas Board of Water Resources as set out in K.S.A. 74-2611. In addition, the one hundred year Floodway as depicted on the Flood Insurance Map, Department of Housing and Urban Development, shall be shown on the same preliminary plat if applicable to any portion of the subdivision.

5) Alternative methods of handling surface water may be required or permitted by the Plan Commission and the City Council upon recommendation of the City Engineer. Such alternatives may include retention or detention basins, roof top or parking lot detention, bank stabilization, velocity dissipation techniques and other methods that are shown to be in the long term public interest.

6) Prior to the issuance of a building permit within a subdivision, the City Architect shall review the plot plan indicating finished grades for each lot and specifying by proper indications the direction of flow of surface drainage. Facilities for water disposition will also be examined at this time.

F) Dedication of Reservation of Public Areas, Parkland and Open Space.

1) In subdividing land, due consideration shall be given by the subdivider to the dedication or reservation of land for public parks, playgrounds, school sites, open spaces and other public areas, which shall by provided in accordance with the requirements and standards set forth in the Comprehensive Development Plan, as amended, and in the Ordinances relating thereto. Notwithstanding the above, park impact fees, may be due at final plat approval for residential development or at building permit issuance for nonresidential development pursuant to Ordinance No. 985C.

2) All areas proposed to be reserved or dedicated shall be indicated on the preliminary plat in accordance with Article 2, Section 17-201B of these Subdivision Regulations in order that it may be determined when, in what manner and under what circumstances and conditions such areas will be reserved or dedicated to the City or other appropriate public agency. The Plan Commission shall require that reserved or dedicated lands be of suitable size, location, dimension, topography and general character, consistent with the Master Plan and shall have proper and adequate road and/or pedestrian access, as may be appropriate, for the particular purpose for which such land is intended to be used. Reserved or dedicated land shall be clearly indicated as such on the preliminary plat.

3) Reservation or dedication of land may be required by the City as a condition of subdivision approval, or the subdivider may voluntarily offer land to the City for reservation or dedication. If the City requires such dedication as a condition of preliminary plat approval, the amount of land required to be dedicated in residential subdivisions shall not exceed ten percent (10%) of the tract being subdivided, exclusive of streets, alleys, easements or other public ways; however, a subdivider may voluntarily dedicate more than ten percent(10%) of the tract being subdivided.

4) The Plan Commission may, at its discretion and in accordance with the Master Plan, grant compensating density in exchange for all or a portion of land dedicated pursuant to this provision in order to achieve a balanced project and a fair and equitable result.

5) In its approval of a preliminary plat which proposes reservation or dedication, the Plan Commission may impose such conditions as deemed necessary to ensure that the purposes and intent of this section are satisfied.

6) The final plat of a tract including reservation or dedication of land shall be consistent with the approved preliminary plat and shall incorporate all conditions and requirements imposed by the Plan Commission.

7) A final plat that has been approved by the Plan Commission and which shows dedication of land shall be submitted to the Governing Body for acceptance of the

proposed dedication. No dedication shall be deemed approved without express action of the Governing Body in the form of a written "Acceptance of Dedication". Failure of the Governing Body to execute an Acceptance of Dedication shall be deemed to be a refusal of the proposed dedication. A final plat which shows a dedication which has not been accepted by the Governing Body shall not be dated or endorsed by the Plan Commission and shall not be filed with the Register of Deeds.

8) If the Governing Body refuses to accept the dedication, the final plat shall be returned to the subdivider for resubmission to the Plan Commission with the appropriate changes to indicate the use of the portion of the property originally proposed to be dedicated.

G) Blocks.

1) The lengths, widths and shapes of blocks will be determined with due regard to the following:

a) Provision shall be made for the use of adequate building sites suitable for the special needs of the type of use contemplated.

b) Zoning requirements as to lot sizes and dimensions shall be met.

c) The proposed subdivision must be designed to provide the needs for convenient access, circulation, control and street safety.

d) The subdivision shall be designed to function adequately within the limitations and opportunities provided by the topography of the site.

2) Blocks for residential use shall not be longer than eighteen hundred (1,800) feet along the center line of the block. When a block exceeds six hundred (600) feet in length, the Plan Commission may require a dedicated and fenced easement containing a paved crosswalk not less than five (5) feet in width to provide pedestrian access across the block.

3) Blocks used for residential proposes shall be of sufficient width to allow for two tiers of lots of appropriate depth. Blocks intended for business and industrial use

shall be of a width suitable for the intended use, with due allowance for screening and off-street parking and loading facilities.

H) Lots.

1) Residential lots shall conform to the following criteria:

a) Lot widths shall be equal to or greater than the minimum required for the zoning district in which located;

b) Lots fronting on a cul-de-sac shall maintain a minimum frontage of 45 feet on the turn around and 100 feet at the building line;

c) Lots shall be of symmetrical shape.

d) Lots of less than symmetrical shape shall only be considered when topography dictates;

e) Lots shall not have a depth greater than three times the width and shall have its buildable width generally face and directly relate to the street upon which it fronts;

f) Lots shall not be allowed to place or extend a significant buildable area behind another lot fronting on the same or adjoining street.

2) Side lot lines shall be approximately at right angles or radial to street lines.

3) The depth of residential lots shall be not less than one hundred and twenty (120) feet or that specified in the Zoning Ordinance, whichever is greater.

4) The area of residential lots shall be not less than twelve thousand (12,000) square feet or that specified in the Zoning Ordinance, whichever is greater.

5) In subdivisions where commercial and industrial uses are planned, provisions shall be made for adequate street access, off-street parking and loading, varying lot sizes, avoidance of face-to-face relationships with residential lots and shall utilize transitional land use patterns where possible.

I) Building Lines. Building lines along all front and side streets shall be shown on the final plat and shall, as a minimum, comply with yard requirements of the Leawood Zoning Ordinance.

9-3.2 LOT SPLITS

A previously platted lot may be divided as a lot split by either metes and bounds description or by replatting. If such a lot is to be divided by metes and bounds description, it may only be divided one time and by only one new dividing lot line, and shall not again be divided without replatting. Any such lot split need not comply with the procedures set out in this ordinance for platting. All lots produced by a lot split shall conform to all minimum standards of this ordinance and other applicable codes of the City. No building permit shall be issued for a lot produced by a lot split until the lot split has been reviewed and approved by the Director of Planning, or staff, as being in compliance with this ordinance. The new lot created must either be large enough to meet the Zoning Ordinance standards or must be replatted to meet the requirements.

Section 2. Repeal of Existing Section. That existing Section 9-3 of the Leawood Development Ordinance is hereby repealed.

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997.

Approved by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

ORD1649

Publication Fees: $164.17

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1649--2/25/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

February 25, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$164.17

ORDINANCE NO. 1649

First published in The Legal Record, Tuesday, February 25, 1997.

NANCE NO. 1649

RDINANCE AMENDING SECTION 9-3 (DESIGN) OF THE LEAWOOD DEVELOPMENT NANCE, AND REPEALING EXISTING SECTION.

ordained by the Governing Body of the City of Leawood:

on 1. Leawood Development Ordinance Amended. That Section 9-3 of the Leawood opment Ordinance is hereby amended to read as follows:

DESIGN

SUBDIVISION DESIGN STANDARDS

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The urban area shall be designed as a group of integrated residential neighborhoods with appropriate commercial, industrial and public facilities.

Streets. The arrangement, character, extent, width, grade and location of all streets shall conform to all of the elements of the Major Street Plan and shall be designed in accordance with the following provisions:

1) Each subdivision shall provide for the continuance of all major streets and highways; and they shall conform with the Major Street Plan.

2) Whenever a subdivision abuts or contains an existing or proposed major street, the Plan Commission may require service streets, reverse frontage with screen planting contained in a non-access reservation along the rear property line, deep lots, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

3) Collector streets shall be designed to provide direct access from local streets to the major thoroughfare and expressway system.

4) Ingress and egress to residential properties shall be limited to the extent possible to local and collector streets.

5) Local streets shall be laid out so that their use by through traffic will be discouraged.

6) Where a subdivision borders on or contains a railroad right-of-way or limited access highway right-of-way, the Plan Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land. Such distance shall also be determined with due regard to the requirements of approach grades and future grade separation structures.

7) Reserve strips controlling access to streets shall be prohibited except where their control is placed in the City under conditions approved by the Plan Commission.

8) Where the plat to be submitted includes only part of the tract owned or intended for development by the subdivider, a tentative plan of a proposed future street system for the unsubdivided portion shall be prepared and submitted by the subdivider.

9) When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision, with provision for adequate utility easements and connections for such resubdivision.

10) Street jogs with centerline offsets of less than 150 feet shall not be permitted.

11) Streets shall intersect at approximately right angles and no street should intersect any other street at an of less than 75 degrees.

12) Street right-of-way, pavement widths, maximum and minimum gradients, sight distance requirements, horizontal and vertical alignment, and other design elements shall be in accordance with the Leawood Street Construction Standards based on the street classification shown on the Major Street Plan. Where unusual topographic conditions exist in the field slight modification from these standards may be permitted. New streets not shown on the Major Street Plan shall be designed to local street standards unless the Plan Commission determines that higher design standards are required to serve anticipated traffic demands.

13) A cul-de-sac shall not exceed 500 feet in length, measured from the entrance to the center of the turnaround. The turnaround shall have an outside property line radius if not less than 50 feet and a curb line radius of 40 feet. There shall be provided in the center of the turnaround an unpaved island improved with grass and landscaping that will not interfere with sight distance. Said unpaved area shall have a radius of not less than 12 feet and shall be curbed.

14) Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations and provided that the Plan Commission finds it will be practical to obtain the dedication of the other half of the street right-of-way within a reasonable time.

15) The arrangement of streets shall be such as to facilitate the subdividing of adjacent properties. Street stubs shall be platted and paved at intervals in keeping with maximum block length standards, topography and property lines of land adjacent.

16) Street names and numbers shall be assigned by the City of Leawood.

C) Private Streets. This section of the ordinance shall deal exclusively with private streets. Any other reference to streets in this section shall be construed to be a reference to public streets.

1) Private streets shall be allowed only within residential developments as defined and authorized in Article 2-8 of the Leawood Development Ordinance.

2) Plats with private streets shall have the private streets clearly and boldly marked on the drawing portion, as well as in the written portion.

3) All private streets which are platted after the adoption of this ordinance shall remain as private streets in perpetuity.

4) Any persons making application for an occupancy permit for a residence constructed within a subdivision containing a private street, shall certify to the City that he has mailed by restrictions along with a letter calling particular attention to the fact that the residence may be subject to assessments for the maintenance of private streets within the subdivision of development.

5) The City will install a standard "private street sign" at each private street connection to a public street at the developer's expense.

6) Each private street shall be designed and constructed to handle its and any connecting street's traffic loading.

7) All design factors of a private street shall be considered on an individual basis with the following minimum requirements.

a) 28 feet wide, back to back of curb.

b) 8 inch pavement thickness, conforming to City standards.

c) 1% minimum and 12% maximum gradients.

d) 25 mile per hour sight radius.

e) 65 foot center line radius.

8) Lay down type curb and gutter, as approved by the City shall be constructed along the public street curb line at the intersection of each public and private street, thus forming a ribbon of concrete separating the public and private street.

9) A public safety covenant in a form to be approved by the City shall be filed of record.

10) Street lights and/or sidewalks may be installed at the developers discretion. In the event street lights and/or sidewalks are installed, their installations and their continued maintenance shall be the responsibility of the developer.

11) Adequate utility easements shall be provided.

D) Easements. Easements not less than 15 feet wide shall be provided for use by public and private utilities along each rear lot line, and along side lot lines where necessary, in the following manner:

CONTINUED ON PAGE 14

1) A permanent easement not less than 7-1/2 feet wide shall be provided along the rear lot line, or along the side lot line where necessary, of each abutting or adjoining lot.

2) Where the land owned and being subdivided ends at a rear or side lot line and the subdivider is unable to obtain from the adjoining property owners an easement not less than 7-1/2 feet wide, the Plan Commission upon finding that the easement will be available from the adjoining property owners at a future date, may approve the grant of an easement along each rear lot line, or side lot line where necessary, not less than 10 feet.

3) Easements shall be maintained free of buildings or structures.

4) The Plan Commission may require area easements and easements of greater width for the extension of main storm and sanitary sewers, surface drainageways and other utilities where it is deemed necessary.

Storm Drainage. All subdivisions shall be provided with storm water disposal systems in compliance with the Design Criteria For Storm Sewers and Appurtenances published by the Kansas City Metropolitan Chapter of the American Public Works Association and amendments thereto. Hydrological calculations shall utilize a time of concentration (TC) of ten minutes unless otherwise directed by the City Engineer.

1) All subdivision plats shall include easements for purposes of access to and protection of underground and surface drainageways.

2) Where drainageways serve a sufficiently large area that underground pipe is impractical, the City may require the subdivider to either perform channel improvements or dedicate an easement of greater width than the drainageway currently requires in order to allow for overflow and side slope deterioration.

3) The calculated one hundred year flood elevation, as computed by a registered engineer, shall be depicted on the preliminary plat and submitted to the City Engineer with the Public Works Elements. This calculation and mapped flood line as shown on the Flood Insurance Rate Maps of the Flood Insurance Agency. If flood prone areas occur within the subdivision, the subdivider shall provide assurance that any building constructed within the area will have its lowest opening at or above the one hundred (100) year flood elevation.

4) Any grading within the flood prone area shall not proceed until review and approval is receive from the Kansas Board of Water Resources as set out in K.S.A. 74-2611. In addition, the one hundred year Floodway as depicted on the Flood Insurance Map, Department of Housing and Urban Development, shall be shown on the same preliminary plat if applicable to any portion of the subdivision.

5) Alternative methods of handling surface water may be required or permitted by the Plan Commission and the City Council upon recommendation of the City Engineer. Such alternatives may include retention or detention basins, roof top or parking lot detention, bank stabilization, velocity dissipation techniques and other methods that are shown to be in the long term public interest.

6) Prior to the issuance of a building permit within a subdivision, the City Architect shall review the plot plan indicating finished grades for each lot and specifying by proper indications the direction of flow of surface drainage. Facilities for water disposition will also be examined at this time.

F) Dedication of Reservation of Public Areas, Parkland and Open Space.

1) In subdividing land, due consideration shall be given by the subdivider to the dedication or reservation of land for public parks, playgrounds, school sites, open spaces and other public areas, which shall by provided in accordance with the requirements and standards set forth in the Comprehensive Development Plan, as amended, and in the Ordinances relating thereto. Notwithstanding the above, park impact fees, may be due at final plat approval for residential development or at building permit issuance for nonresidential development pursuant to Ordinance No. 985C.

2) All areas proposed to be reserved or dedicated shall be indicated on the preliminary plat in accordance with Article 2, Section 17-201B of these Subdivision Regulations in order that it may be determined when, in what manner and under what circumstances and conditions such areas will be reserved or dedicated to the City or other appropriate public agency. The Plan Commission shall require that reserved or dedicated lands be of suitable size, location, dimension, topography and general character, consistent with the Master Plan and shall have proper and adequate road and/or pedestrian access, as may be appropriate, for the particular purpose for which such land is intended to be used. Reserved or dedicated land shall be clearly indicated as such on the preliminary plat.

3) Reservation or dedication of land may be required by the City as a condition of subdivision approval, or the subdivider may voluntarily offer land to the City for reservation or dedication. If the City requires such dedication as a condition of preliminary plat approval, the amount of land required to be dedicated in residential subdivisions shall not exceed ten percent (10%) of the tract being subdivided, exclusive of streets, alleys, easements or other public ways; however, a subdivider may voluntarily dedicate more than ten percent(10%) of the tract being subdivided.

4) The Plan Commission may, at its discretion and in accordance with the Master Plan, grant compensating density in exchange for all or a portion of land dedicated pursuant to this provision in order to achieve a balanced project and a fair and equitable result.

5) In its approval of a preliminary plat which proposes reservation or dedication, the Plan Commission may impose such conditions as deemed necessary to ensure that the purposes and intent of this section are satisfied.

6) The final plat of a tract including reservation or dedication of land shall be consistent with the approved preliminary plat and shall incorporate all conditions and requirements imposed by the Plan Commission.

7) A final plat that has been approved by the Plan Commission and which shows dedication of land shall be submitted to the Governing Body for acceptance of the proposed dedication. No dedication shall be deemed approved without express action of the Governing Body in the form of a written "Acceptance of Dedication". Failure of the Governing Body to execute an Acceptance of Dedication shall be deemed to be a refusal of the proposed dedication. A final plat which shows a dedication which has not been accepted by the Governing Body shall not be dated or endorsed by the Plan Commission and shall not be filed with the Register of Deeds.

8) If the Governing Body refuses to accept the dedication, the final plat shall be returned to the subdivider for resubmission to the Plan Commission with the appropriate changes to indicate the use of the portion of the property originally proposed to be dedicated.

G) Blocks.

1) The lengths, widths and shapes of blocks will be determined with due regard to the following:

a) Provision shall be made for the use of adequate building sites suitable for the special needs of the type of use contemplated.

b) Zoning requirements as to lot sizes and dimensions shall be met.

c) The proposed subdivision must be designed to provide the needs for convenient access, circulation, control and street safety.

d) The subdivision shall be designed to function adequately within the limitations and opportunities provided by the topography of the site.

2) Blocks for residential use shall not be longer than eighteen hundred (1,800) feet along the center line of the block. When a block exceeds six hundred (600) feet in length, the Plan Commission may require a dedicated and fenced easement containing a paved crosswalk not less than five (5) feet in width to provide pedestrian access across the block.

3) Blocks used for residential proposes shall be of sufficient width to allow for two tiers of lots of appropriate depth. Blocks intended for business and industrial use shall be of a width suitable for the intended use, with due allowance for screening and off-street parking and loading facilities.

H) Lots.

1) Residential lots shall conform to the following criteria:

a) Lot widths shall be equal to or greater than the minimum required for the zoning

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district in which located;

b) Lots fronting on a cul-de-sac shall maintain a minimum frontage of 45 feet on the turn around and 100 feet at the building line;

c) Lots shall be of symmetrical shape.

d) Lots of less than symmetrical shape shall only be considered when topography dictates;

e) Lots shall not have a depth greater than three times the width and shall have its buildable width generally face and directly relate to the street upon which it fronts;

f) Lots shall not be allowed to place or extend a significant buildable area behind another lot fronting on the same or adjoining street.

2) Side lot lines shall be approximately at right angles or radial to street lines.

3) The depth of residential lots shall be not less than one hundred and twenty (120) feet or that specified in the Zoning Ordinance, whichever is greater.

4) The area of residential lots shall be not less than twelve thousand (12,000) square feet or that specified in the Zoning Ordinance, whichever is greater.

5) In subdivisions where commercial and industrial uses are planned, provisions shall be made for adequate street access, off-street parking and loading, varying lot sizes, avoidance of face-to-face relationships with residential lots and shall utilize transitional land use patterns where possible.

l) Building Lines. Building lines along all front and side streets shall be shown on the final plat and shall, as a minimum, comply with yard requirements of the Leawood Zoning Ordinance

9-3.2 - LOT SPLITS

A previously platted lot may be divided as a lot split by either metes and bounds description or by replatting. If such a lot is to be divided by metes and bounds description, it may only be divided one time and by only one new dividing lot line, and shall not again be divided without replatting. Any such lot split need not comply with the procedures set out in this ordinance for platting. All lots produced by a lot split shall conform to all minimum standards of this ordinance and other applicable codes of the City. No building permit shall be issued for a lot produced by a lot split until the lot split has been reviewed and approved by the Director of Planning, or staff, as being in compliance with this ordinance. The new lot created must either be large enough to meet the Zoning Ordinance standards or must be replatted to meet the requirements.

Section 2. Repeal of Existing Section. That existing Section 9-3 of the Leawood Development Ordinance is hereby repealed.

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997.

Approved by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

ORDINANCE NO. 1648

AN ORDINANCE AMENDING SECTION 9-1 (GENERAL PROVISIONS) OF THE SUPPLEMENT KNOWN AS "AMENDMENT OF LEAWOOD DEVELOPMENT ORDINANCE", AND REPEALING EXISTING SECTION.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. "Amendment of Leawood Development Ordinance" Amended. That Section 9-1 of the Supplement known as "Amendment to Leawood Development Ordinance" is hereby amended to read as follows:

9-1 GENERAL PROVISIONS

9-1.1 TITLE

This Ordinance shall be known and may be cited as the Subdivision Regulations of the City of Leawood, Kansas.

9-1.2 APPLICABILITY

Except as otherwise provided in this article, no subdivision shall be developed within the city until both a preliminary and final plat have been filed and approved in accordance with provisions established herein. Approval of a preliminary plat does not constitute acceptance of the subdivision but authorizes preparation and submission of the final plat.

9-1.3 PURPOSE

The purpose of this Ordinance is to guide and regulate the subdivision of land within the City of Leawood, Kansas, in order to preserve and protect the public health, safety and welfare. These regulations are designed to ensure the provision of adequately planned system, to avoid extreme concentration of population and the overcrowding of land, to provide for safe and sanitary water and sewer systems, to facilitate the provision of well-planned residential neighborhoods with appropriate schools, parks and playgrounds; to provide an orderly system for the design, layout and use of land; to insure the proper legal description and monumentation of subdivided land; to facilitate the re-subdividing of large land parcels, to secure safety from fire, panic, flood damage and other damages.

In order to implement the intended purpose of this article the following specific criteria have been established. The Plan Commission or Governing Body may, in the course of their review, deny a subdivision application if the determination is made that any one of the following criteria has not been met.

A) Implement the Leawood Comprehensive Development Plan;

B) Harmoniously relate the development of different tracts of land to the existing community and facilitate the future development of adjoining tracts;

C) Promote neighborhood conservation and prevent the development of slums and blight;

D) Provide the best possible design of land parcels including similar lot size and shape of adjacent lots;

E) Enhance vehicular and pedestrian circulation and transportation;

F) Permit improvement costs which primarily benefit the tract of land being developed to be borne by the owners or developers of the subject tract, and permit improvements, the cost of which benefit primarily the whole community, to be borne by the community;

G) Establish adequate and accurate records of land subdivision.

H) Encourage re-platting of property to preserve the characteristics of the neighborhood including general lot layout.

I) Discourage creation of individual lots of less than the average size of adjacent lots.

9-1.4 AUTHORITY

The following regulations for the subdividing of land within the limits of the jurisdiction of the Leawood Plan Commission are adopted under the authority granted by the General Statutes of Kansas.

The owner or owners of any land within the City of Leawood, Kansas subdividing the same into lots and blocks or tracts or parcels, suburban lots, building lots, tracts or parcels or any owner of any land establishing any street, alley, park or other property intended for public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto, shall have a plat drawn. Such plat shall accurately describe the subdivision, lots, tracts or parcels of land giving the location and dimensions thereof and the location and dimensions of all streets, alleys, parks or other properties intended to be dedicated to public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto. All plats shall be verified by the owner or owners thereof. All plats shall be submitted to the Plan Commission.

9-1.5 JURISDICTION

This Ordinance shall apply to the following forms of land subdivision:

A) The division of land into two or more tracts, lots, or parcels, any part of which when subdivided shall contain less than 40 acres in area; or

B) The subdivision of land, previously subdivided or platted into tracts, lots, or parcels of less than 40 acres in area;

C) The dedication or the vacating or reservation of any public or private easement through any tract of land regardless of the area involved, including those for use by public and private utility companies;

D) The dedication or the vacating of any street through any tract of land regardless of the area involved;

E) The re-dividing or the splitting of previously platted lots, regardless of size, commonly referred to as "Lot Splits" as provided in Section 9-3.2 of this article.

9-1.6 DEFINITIONS

"Alley". A minor way dedicated for public use, and which is used primarily for vehicular access to the sides or rear of lots.
"Applicant". The owner of an interest in land proposed to be subdivided or his representative. Written consent shall be required from the legal owner of the premises, if said legal owner is not the applicant.
"'As Built' Drawing or Plans" - Plans prepared by a registered professional engineer showing his embossed seal and signature and certifying that the public improvements have been constructed as shown.
"Base Flood". A flood having a 1 percent chance of being equaled or exceeded in any given year.
"Block". A piece or parcel of land entirely surrounded by public highways, streets (other than alleys); railway right-of-way, parks or a combination thereof.
"Buffer Strip". Areas of land, vacant or landscaped with screen plantings, or water used to separate incompatible land uses.
"Bond, Maintenance". A surety bond for the purpose of guaranteeing the maintenance of all improvements required by the City.
"Bond, Performance". A surety bond or cash deposit made out to the City of Leawood in an amount equal to the full cost of the improvements which are required by these regulations, said cost being estimated by the City Engineer, and said surety bond or cash deposit being legally sufficient to secure to the City of Leawood that the said improvements in lieu of completion, will be constructed in accordance with these regulations.
"Builder". A person, partnership, firm, association, corporation, or any other entity undertaking the construction of residential, commercial or industrial.
"Building". A structure for the purpose of housing or enclosing of persons, animals, or chattels.
"Building Line". A line established generally parallel to the street line, between which and the street line no part of a building shall project, except as otherwise provided in this Article.
"Capital Improvements Program". A proposed schedule of all future projects listed in order of construction priority together with cost estimates and the anticipated means of financing each project. All major projects requiring the expenditure of public funds, over and above the annual

local governments operating expenses, for the purchase, construction, or replacement of the physical assets for the community are included.
"City Architect". The City Architect of Leawood, Kansas.
"City Council". The City Council of Leawood, Kansas.
"City Engineer". The City Engineer of Leawood, Kansas.
"Commercial". All development other than office, recreational, open space, multifamily or other residential housing units.
"Comprehensive Development Plan". The official, adopted Comprehensive Development Plan for the City of Leawood, and amendments relating thereto.
"Cul-de-sac". A street having one end open to traffic and being permanently terminated to vehicular turn around.
"Dedication". Intentional transfer by the developer with the consent of city council to the public ownership of an interest in land for a public purpose.
"Deposit". A deposit of cash with the city in lieu of an amount required and still in force on a performance or maintenance bond or to assure completion of work in installations on the plat. Such funds shall be deposited in a separate account.
"Design". The location of streets, alignment of streets, grades and widths of streets, alignment of easements, grades and widths of easements, alignment and rights-of-way for drainage and sanitary sewers, and the designation of minimum lot area, width and length.
"Design Standards or Design Requirements". All requirements and regulations that relate to design and construction of subdivisions.
"Developer". The owner of an interest in land proposed to be subdivided or his representative. Written consent shall be required from the legal owner of the premises if said the legal owner is not the developer.
"Development". Any subdivision of land as herein defined or any material change in the use or appearance of any parcel of land subject to provisions of this Ordinance, or the act of building structures and/or installing site improvements.
"Easement". A grant by the property owner to the public, a corporation or persons, of the access to and use of a portion of land for public purpose.
"Engineer". A professional engineer or land surveyor licensed by the State of Kansas.
"Final Plat". A plan or map prepared in accordance with the provisions of this regulation and those of any other applicable local regulation, which plat is prepared to be placed on record in the office of the Register of Deeds.
"Frontage". That portion of a lot abutting a street.
"Grade". The slope of a road, street, or other public way, specified in percent of vertical to horizontal measurements.
"Highway". A thoroughfare controlled by the Kansas Department of Transportation.
"Improvements". Street pavement with curbs, sanitary and storm sewers, permanent street monuments, water mains survey monuments, sidewalks, street name signs, traffic control signs, fire hydrants, street lights, and other utilities lines or appurtenances.
"Landscaping". The natural or improved ground surface, containing but not limited to grass, shrubs, flowers, trees, hedges, vines, earth berms, etc.
"Lot". A parcel of land occupied or intended for occupancy by one main building or group of buildings together with accessory structures, including open spaces and parking spaces and having its principal frontage upon a street.

"Corner Lot". A lot abutting upon 2 or more streets at their intersection and which shall be deemed to front on that street on which the lot has its least dimension.
"Depth of Lot". The mean horizontal distance between the front and rear lot lines.
"Double Frontage or Through Lot". A lot having a frontage on 2 non intersecting streets, as distinguished from a corner lot.
"Interior Lot". A lot whose side lines do not abut upon any street.
"Lot Lines". The lines bounding a lot as defined herein.
"Lot of Record". A lot which is part of a platted subdivision, the map of which has been recorded in the Office of the Register of Deeds of Johnson County, Kansas; or a parcel of land, the deed to which was recorded in the Office of the Register of Deeds prior to the adoption of this ordinance.
"Lot Width". The horizontal distance between side lot lines, measured at the front building line.
"Major Street Plan". The official, adopted Major Street Plan for the City of Leawood, Kansas and amendments thereto.
"Minimum Elevation for Building". The finished floor elevation of the lowest part of the floor.
"Municipality". The City of Leawood, Kansas.
"Open Space". That space remaining on a lot which is not occupied by buildings, streets, parking areas or driveways. Open space may be either an area of land or water, landscaped, planted with grass or designated for recreation use for occupants of the premises, but shall not include an enclosed mall or atrium.
"Owner". Any person or persons, firm or firms, corporation or corporations, or any other legal entity having title to land.
"Pedestrian Way". A right-of-way, dedicated to public use, to facilitate pedestrian access to adjacent streets and properties.
"Plan". For the purpose of this Ordinance, the term "plan" shall refer to any sketch, preliminary or final drawing, showing the intended scheme of development for a parcel of land.
"Planning Commission". The Plan Commission of the City of Leawood, Kansas.
"Plat, Preliminary". A map of a land subdivision prepared in accordance with Section 9-2 of this Ordinance.
"Plat, Final". A map of a land subdivision prepared in accordance with Section 9-2.3 of this Ordinance in a form suitable for filing of record with necessary affidavits, dedications and acceptances and with complete bearings and dimensions of all lines defining lots and blocks, streets, public areas, dedicated easements and other dimensions.
"Public Improvements". All public facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for a principal residential, business or manufacturing purpose.
"Public Water". Water supplied for domestic purposes by a municipality or county and approved by the Kansas State Department of Health.
"Resubdivision". The further subdivision of a tract of land which has previously been lawfully subdivided and for which a plat of such prior subdivision has been duly recorded.
"Right of Way". A portion of land used or intended to be used for a street, crosswalk, railroad, road, or other public use not included within the dimensions or areas of lots or parcels.
"Road or Roadway". The paved or improved area of a street right-of-way, exclusive of sidewalks, driveways, bike path or jogging trails.
"Rule Exception". The allowing of a subdivision to deviate from one or more specific standards, or requirements of these regulations.

"Sidewalk". A permanently surfaced area for the exclusive use of pedestrians located and designed in accordance with the Street Construction Standards of the City of Leawood.
"Street". A right-of-way, dedicated to the public use, or a private right-of-way which provides principal vehicular and pedestrian access to adjacent properties.

"Arterial Street". A street serving major traffic movement, designed primarily as a traffic carrier between, around and across the city which forms part of the through-street network.

"Collector Street". A street which is designed to serve traffic needs between arterial and local streets and not to provide access to abutting properties.

"Local Street". A street or road which provides primarily for direct access to adjoining properties and is designed to serve minor traffic needs.

"Frontage Street". A street which is generally parallel to and adjacent to a major highway or railroad right-of-way, provides access to abutting properties, and is protected from through traffic.

"Private Street". A right-of-way which affords principal access to property abutting thereon, which right-of-way is owned, controlled and maintained by persons other than the public.

"Public Street". A right-of-way which affords principal access to property abutting thereon which right-of-way has been dedicated or deeded to the public for such use.

"Street Construction Standards". The Official adopted Street Construction Standards for the City of Leawood, Kansas and amendments thereto.
"Street Line". The dividing line between a street right-of-way and the abutting property.
"Street Width". The distance measured perpendicular to the center line of the paved portion of the right-of-way; either to the back of the curb, where a curb exists, or to the edge of the pavement where no curb exists.
"Structure". Anything constructed or erected which requires location on the ground or attached to something having a location on the ground, including, but exclusive of customary fences, boundary walls, or retaining walls.
"Subdivider". Any person, firm, partnership, corporation or other entity, acting as a unit, subdividing or proposing to subdivide land as herein defined.
"Subdivision". The division or redivision of land into two or more lots, tracts, or parcels, having less than 10 acres in each, for the purpose of transfer of ownership or for development, or the dedication or vacating of a public or private right-of-way or easement.
"Thoroughfare". A major street as designated on the Major Street Plan for the City of Leawood, Kansas.

9-1.7 GENERAL PROCEDURE

A) Pre-application Conference. A pre-application conference with a member of the Planning and Development staff is required prior to the submission of an application for a preliminary plat. This conference enables the staff to help facilitate the subdivision process by providing the applicant with information and identifying policies, regulations, fees and costs of development that may be encountered on the proposed development.

B) Subdivision Approval. Each plat submitted for preliminary or final approval shall be placed on the agenda of the Plan Commission only after fulfilling the appropriate requirements of these subdivision regulations. Once the Plan Commission has reviewed the plans, they shall then be submitted to the Governing Body for their official consideration and action. In most instances subdivision review will be carried out simultaneously with the review of development plans. No plat or other subdivision of property and no dedication or vacation of a public street or establishment of private street shall be developed within the City until it has been endorsed by the Plan Commission, Governing Body and has been filed with the Register of Deeds.

C) Filing Fee. Filing fees for all applications to the Plan Commission shall be established by resolution of the Governing Body.

D) Deed Restrictions. Deed restrictions shall be prepared for all residential subdivisions and submitted with the final plat for review and determination of compliance with the City Policy and regulations.

E) Filing the Final Plat. Upon approval by the Governing Body of the Final Plat the developer shall record the plat with the Johnson County Register of Deeds and return to the City one acetate copy at a scale of 1:500, one acetate copy at a scale of 1:200 and 2 linen copies.

Section 2. Repeal of Existing Section. That existing Section 9-1 of the Supplement known as "Amendment to Leawood Development Ordinance" is hereby repealed.

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997.

Approved by the Mayor the 18th day of February, 1997.

(SEAL)

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

ORD1648

Publication Fees: $123.08

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1648--2/25/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

February 25, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$123.08

ORDINANCE NO. 1648

First published in The Legal Record, Tuesday, February 25, 1997.

NCE NO. 1648

INANCE AMENDING SECTION 9-1 (GENERAL PROVISIONS) OF THE SUPPLEMENT AS "AMENDMENT OF LEAWOOD DEVELOPMENT ORDINANCE", AND REPEALING G SECTION.

ined by the Governing Body of the City of Leawood:

Section 1. "Amendment of Leawood Development Ordinance" Amended. That Section 9-1 of the Supplement known as "Amendment to Leawood Development Ordinance" is hereby amended to read as follows:

9-1 GENERAL PROVISIONS

9-1.1 TITLE

This Ordinance shall be known and may be cited as the Subdivision Regulations of the City of Leawood, Kansas.

9-1.2 APPLICABILITY

Except as otherwise provided in this article, no subdivision shall be developed within the city until both a preliminary and final plat have been filed and approved in accordance with provisions established herein. Approval of a preliminary plat does not constitute acceptance of the subdivision but authorizes preparation and submission of the final plat.

9-1.3 PURPOSE

The purpose of this Ordinance is to guide and regulate the subdivision of land within the City of Leawood, Kansas, in order to preserve and protect the public health, safety and welfare. These regulations are designed to ensure the provision of adequately planned system, to avoid extreme concentration of population and the overcrowding of land, to provide for safe and sanitary water and sewer systems, to facilitate the provision of well-planned residential neighborhoods with appropriate schools, parks and playgrounds: to provide an orderly system for the design, layout and use of land; to insure the proper legal description and monumentation of subdivided land; to facilitate the re-subdividing of large land parcels, to secure safety from fire, panic, flood damage and other damages.

In order to implement the intended purpose of this article the following specific criteria have been established. The Plan Commission or Governing Body may, in the course of their review, deny a subdivision application if the determination is made that any one of the following criteria has not been met.

A) Implement the Leawood Comprehensive Development Plan;

B) Harmoniously relate the development of different tracts of land to the existing community and facilitate the future development of adjoining tracts;

C) Promote neighborhood conservation and prevent the development of slums and blight;

D) Provide the best possible design of land parcels including similar lot size and shape of adjacent lots;

E) Enhance vehicular and pedestrian circulation and transportation;

F) Permit improvement costs which primarily benefit the tract of land being developed to be borne by the owners or developers of the subject tract, and permit improvements, the cost of which benefit primarily the whole community, to be borne by the community;

G) Establish adequate and accurate records of land subdivision.

H) Encourage re-platting of property to preserve the characteristics of the neighborhood including general lot layout.

I) Discourage creation of individual lots of less than the average size of adjacent lots.

9-1.4 AUTHORITY

The following regulations for the subdividing of land within the limits of the jurisdiction of the Leawood Plan Commission are adopted under the authority granted by the General Statutes of Kansas.

The owner or owners of any land within the City of Leawood, Kansas subdividing the same into lots and blocks or tracts or parcels, suburban lots, building lots, tracts or parcels or any owner of any land establishing any street, alley, park or other property intended for public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto, shall have a plat drawn. Such plat shall accurately describe the subdivision, lots, tracts or parcels of land giving the location and dimensions thereof and the location and dimensions of all streets, alleys, parks or other properties intended to be dedicated to public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto. All plats shall be verified by the owner or owners thereof. All plats shall be submitted to the Plan Commission.

9-1.5 JURISDICTION

This Ordinance shall apply to the following forms of land subdivision:

A) The division of land into two or more tracts, lots, or parcels, any part of which when subdivided shall contain less than 40 acres in area; or

B) The subdivision of land, previously subdivided or platted into tracts, lots, or parcels of less than 40 acres in area;

C) The dedication or the vacating or reservation of any public or private easement through any tract of land regardless of the area involved, including those for use by public and private utility companies;

D) The dedication or the vacating of any street through any tract of land regardless of the area involved;

E) The re-dividing or the splitting of previously platted lots, regardless of size, commonly referred to as "Lot Splits" as provided in Section 9-3.2 of this article.

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9-1.6 DEFINITIONS

"Alley". A minor way dedicated for public use, and which is used primarily for vehicular access to the sides or rear of lots.
"Applicant". The owner of an interest in land proposed to be subdivided or his representative. Written consent shall be required from the legal owner of the premises, if said legal owner is not the applicant.
"'As Built' Drawing or Plans" - Plans prepared by a registered professional engineer showing his embossed seal and signature and certifying that the public improvements have been constructed as shown.
"Base Flood". A flood having a 1 percent chance of being equaled or exceeded in any given year.
"Block". A piece or parcel of land entirely surrounded by public highways, streets (other than alleys); railway right-of-way, parks or a combination thereof.
"Buffer Strip". Areas of land, vacant or landscaped with screen plantings, or water used to separate incompatible land uses.
"Bond, Maintenance". A surety bond for the purpose of guaranteeing the maintenance of all improvements required by the City.
"Bond, Performance". A surety bond or cash deposit made out to the City of Leawood in an amount equal to the full cost of the improvements which are required by these regulations, said cost being estimated by the City Engineer, and said surety bond or cash deposit being legally sufficient to secure to the City of Leawood that the said improvements in lieu of completion, will be constructed in accordance with these regulations.
"Builder". A person, partnership, firm, association, corporation, or any other entity undertaking the construction of residential, commercial or industrial.
"Building". A structure for the purpose of housing or enclosing of persons, animals, or chattels.
"Building Line". A line established generally parallel to the street line, between which and the street line no part of a building shall project, except as otherwise provided in this Article.
"Capital Improvements Program". A proposed schedule of all future projects listed in order of construction priority together with cost estimates and the anticipated means of financing each project. All major projects requiring the expenditure of public funds, over and above the annual local governments operating expenses, for the purchase, construction, or replacement of the physical assets for the community are included.
"City Architect". The City Architect of Leawood, Kansas.
"City Council". The City Council of Leawood, Kansas.
"City Engineer". The City Engineer of Leawood, Kansas.
"Commercial". All development other than office, recreational, open space, multifamily or other residential housing units.
"Comprehensive Development Plan". The official, adopted Comprehensive Development Plan for the City of Leawood, and amendments relating thereto.
"Cul-de-sac". A street having one end open to traffic and being permanently terminated to vehicular turn around.
"Dedication". Intentional transfer by the developer with the consent of city council to the public ownership of an interest in land for a public purpose.
"Deposit". A deposit of cash with the city in lieu of an amount required and still in force on a performance or maintenance bond or to assure completion of work in installations on the plat. Such funds shall be deposited in a separate account.
"Design". The location of streets, alignment of streets, grades and widths of streets, alignment of easements, grades and widths of easements, alignment and rights-of-way for drainage and sanitary sewers, and the designation of minimum lot area, width and length.
"Design Standards or Design Requirements". All requirements and regulations that relate to design and construction of subdivisions.
"Developer". The owner of an interest in land proposed to be subdivided or his representative. Written consent shall be required from the legal owner of the premises if said the legal owner is not the developer.
"Development". Any subdivision of land as herein defined or any material change in the use or appearance of any parcel of land subject to provisions of this Ordinance, or the act of building structures and/or installing site improvements.
"Easement". A grant by the property owner to the public, a corporation or persons, of the access to and use of a portion of land for public purpose.
"Engineer". A professional engineer or land surveyor licensed by the State of Kansas.
"Final Plat". A plan or map prepared in accordance with the provisions of this regulation and those of any other applicable local regulation, which plat is prepared to be placed on record in the office of the Register of Deeds.
"Frontage". That portion of a lot abutting a street.
"Grade". The slope of a road, street, or other public way, specified in percent of vertical to horizontal measurements.
"Highway". A thoroughfare controlled by the Kansas Department of Transportation.
"Improvements". Street pavement with curbs, sanitary and storm sewers, permanent street monuments, water mains survey monuments, sidewalks, street name signs, traffic control signs, fire hydrants, street lights, and other utilities lines or appurtenances.
"Landscaping". The natural or improved ground surface, containing but not limited to grass, shrubs, flowers, trees, hedges, vines, earth berms, etc.
"Lot". A parcel of land occupied or intended for occupancy by one main building or group of buildings together with accessory structures, including open spaces and parking spaces and having its principal frontage upon a street.
"Corner Lot". A lot abutting upon 2 or more streets at their intersection and which shall be deemed to front on that street on which the lot has its least dimension.
"Depth of Lot". The mean horizontal distance between the front and rear lot lines.
"Double Frontage or Through Lot". A lot having a frontage on 2 non intersecting streets, as distinguished from a corner lot.
"Interior Lot". A lot whose side lines do not abut upon any street.
"Lot Lines". The lines bounding a lot as defined herein.
"Lot of Record". A lot which is part of a platted subdivision, the map of which has been recorded in the Office of the Register of Deeds of Johnson County, Kansas; or a parcel of land, the deed to which was recorded in the Office of the Register of Deeds prior to the adoption of this ordinance.
"Lot Width". The horizontal distance between side lot lines, measured at the front building line.
"Major Street Plan". The official, adopted Major Street Plan for the City of Leawood, Kansas and amendments thereto.
"Minimum Elevation for Building". The finished floor elevation of the lowest part of the floor.
"Municipality". The City of Leawood, Kansas.
"Open Space". That space remaining on a lot which is not occupied by buildings, streets, parking areas or driveways. Open space may be either an area of land or water, landscaped, planted with grass or designated for recreation use for occupants of the premises, but shall not include an enclosed mall or atrium.
"Owner". Any person or persons, firm or firms, corporation or corporations, or any other legal entity having title to land.
"Pedestrian Way". A right-of-way, dedicated to public use, to facilitate pedestrian access to adjacent streets and properties.
"Plan". For the purpose of this Ordinance, the term "plan" shall refer to any sketch, preliminary or final drawing, showing the intended scheme of development for a parcel of land.
"Planning Commission". The Plan Commission of the City of Leawood, Kansas.
"Plat, Preliminary". A map of a land subdivision prepared in accordance with Section 9-2 of this Ordinance.
"Plat, Final". A map of a land subdivision prepared in accordance with Section 9-2.3 of this Ordinance in a form suitable for filing of record with necessary affidavits, dedications and acceptances and with complete bearings and dimensions of all lines defining lots and blocks, streets, public areas, dedicated easements and other dimensions.
"Public Improvements". All public facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for a principal residential, business or manufacturing purpose.
"Public Water". Water supplied for domestic purposes by a municipality or county and approved by the Kansas State Department of Health.
"Resubdivision". The further subdivision of a tract of land which has previously been lawfully subdivided and for which a plat of such prior subdivision has been duly recorded.
"Right of Way". A portion of land used or intended to be used for a street, crosswalk, railroad, road, or other public use not included within the dimensions or areas of lots or parcels.
"Road or Roadway". The paved or improved area of a street right-of-way, exclusive of sidewalks, driveways, bike path or jogging trails.
"Rule Exception". The allowing of a subdivision to deviate from one or more specific standards, or requirements of these regulations.
"Sidewalk". A permanently surfaced area for the exclusive use of pedestrians located and designed in accordance with the Street Construction Standards of the City of Leawood.
"Street". A right-of-way, dedicated to the public use, or a private right-of-way which provides principal vehicular and pedestrian access to adjacent properties.

"Arterial Street". A street serving major traffic movement, designed primarily as a traffic carrier between, around and across the city which forms part of the through-street network.

"Collector Street". A street which is designed to serve traffic needs between arterial and local streets and not to provide access to abutting properties.

"Local Street". A street or road which provides primarily for direct access to adjoining properties and is designed to serve minor traffic needs.

"Frontage Street". A street which is generally parallel to and adjacent to a major highway or railroad right-of-way, provides access to abutting properties, and is protected from through traffic.

"Private Street". A right-of-way which affords principal access to property abutting thereon, which right-of-way is owned, controlled and maintained by persons other than the public.

"Public Street". A right-of-way which affords principal access to property abutting thereon which right-of-way has been dedicated or deeded to the public for such use.

"Street Construction Standards". The Official adopted Street Construction Standards for the City of Leawood, Kansas and amendments thereto.
"Street Line". The dividing line between a street right-of-way and the abutting property.
"Street Width". The distance measured perpendicular to the center line of the paved portion of the right-of-way; either to the back of the curb, where a curb exists, or to the edge of the pavement where no curb exists.
"Structure". Anything constructed or erected which requires location on the ground or attached to something having a location on the ground, including, but exclusive of customary fences, boundary walls, or retaining walls.
"Subdivider". Any person, firm, partnership, corporation or other entity, acting as a unit, subdividing or proposing to subdivide land as herein defined.
"Subdivision". The division or redivision of land into two or more lots, tracts, or parcels, having less than 10 acres in each, for the purpose of transfer of ownership or for development, or the dedication or vacating of a public or private right-of-way or easement.
"Thoroughfare" A major street as designated on the Major Street Plan for the City of Leawood, Kansas.

9-1.7 GENERAL PROCEDURE

A) Pre-application Conference. A pre-application conference with a member of the Planning and Development staff is required prior to the submission of an application for a preliminary plat. This conference enables the staff to help facilitate the subdivision process by providing the applicant with information and identifying policies, regulations, fees and costs of development that may be encountered on the proposed development.

B) Subdivision Approval. Each plat submitted for preliminary or final approval shall be placed on the agenda of the Plan Commission only after fulfilling the appropriate requirements of these subdivision regulations. Once the Plan Commission has reviewed the plans, they shall then be submitted to the Governing Body for their official consideration and action. In most instances subdivision review will be carried out simultaneously with the review of development plans. No plat or other subdivision of property and no dedication or vacation of a public street or establishment of private street shall be developed within the City until it has been endorsed by the Plan Commission, Governing Body and has been filed with the Register of Deeds.

C) Filing Fee. Filing fees for all applications to the Plan Commission shall be established by resolution of the Governing Body.

D) Deed Restrictions. Deed restrictions shall be prepared for all residential subdivisions and submitted with the final plat for review and determination of compliance with the City Policy

CONTINUED ON PAGE 17

CONTINUED FROM PAGE 16

and regulations.

E) Filing the Final Plat. Upon approval by the Governing Body of the Final Plat the developer shall record the plat with the Johnson County Register of Deeds and return to the City one acetate copy at a scale of 1:500, one acetate copy at a scale of 1:200 and 2 linen copies.

Section 2. Repeal of Existing Section. That existing Section 9-1 of the Supplement known as "Amendment to Leawood Development Ordinance" is hereby repealed.

Section 3. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 18th day of February, 1997

Approved by the Mayor the 18th day of February, 1997.

SEAL

Marcia Rinehart

Marcia Rinehart, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED FOR FORM:

R.S. Wetzler, City Attorney

ORDINANCE NO. 1647

AN ORDINANCE GRANTING A FRANCHISE TO BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229, ITS SUCCESSORS, TRANSFEREES, AND ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAWOOD, KANSAS, AND THE RIGHT TO USE AND OCCUPY THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES OF SAID CITY FOR SUCH PURPOSES.

WHEREAS, The City of Leawood, Kansas ("City"), a municipal corporation, duly organized and existing under the laws of the State of Kansas, has the right under statute to grant a franchise to construct, operate and maintain a telecommunications system in said City; and

WHEREAS, Blue Valley Unified School District No. 229 ("Blue Valley") desires to install a telecommunications system to link together its schools and other properties by way of fiber optic cables; and

WHEREAS, in order to achieve above said goal it is necessary for Blue Valley to place such cable in the public right-of-way; and

WHEREAS, Blue Valley has applied to the City for a franchise in order to operate its system; and

WHEREAS, this project has the potential to serve multiple public and educational interests by linking such public and educational entities together; and

WHEREAS, because the system is in the best interest of the public-at-large, and because the City desires to encourage development of projects that serve the best interests of the public, the City is willing to grant Blue Valley a franchise without charge as long as the system is not used for commercial gain; and

WHEREAS, pursuant to K.S.A. 12-2007, the Governing Body of the City did order publication of a notice of hearing to be held on January 6, 1997, to afford the public in the franchise area, as well as the public-at-large, an opportunity to comment on the proposed franchise agreement, a copy of which was on file in the office of the City Clerk; and

WHEREAS, said notice of hearing was published on 12/27, ~~1997~~ 1996, in the official City newspaper; and

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION 1. SHORT TITLE

This ordinance shall be known as "The Blue Valley Unified School District No. 229 Telecommunications Franchise Ordinance of the City of Leawood, Kansas" and may herein and hereafter be cited as "Blue Valley Franchise Ordinance."

SECTION 2. ADOPTION OF AGREEMENT

The Governing Body of the City of Leawood, Kansas does hereby grant a franchise to Blue Valley pursuant to the terms of the agreement that is on file with the City Clerk and does hereby authorize its Mayor to execute said "Franchise Agreement Between the City of Leawood and Blue Valley Unified School District No. 229."

SECTION 3. TAKE EFFECT. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the official City newspaper, all as provided by law.

PASSED BY THE City Council the 3rd day of February, ~~1996~~ 1997.

APPROVED BY THE Mayor this 3rd day of February ~~1996~~ 1997.

(SEAL)

ATTEST:

Marcia Rinehart, Mayor

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Richard S. Wetzler, City Attorney

Blue Valley
Schools
"growing with pride"

April 17, 1998

RECEIVED
APR 20 1998
CITY OF LEAWOOD

Martha Heizer
City Clerk
Leawood City Hall
4800 Town Center Drive
Leawood, KS 66211

BLUE VALLEY—LEAWOOD FRANCHISE AGREEMENT

This correspondence is to confirm acceptance of the Blue Valley-Leawood Franchise Agreement that was instituted and accepted in January, 1997. We understand all parties consider the agreement valid and enforceable. If you have any questions or comments in this regard, please contact the district or district counsel, Mr. John Vratil of Lathrop and Gage law offices.

For the district,

DR. DAVID L. BENSON
SUPERINTENDENT OF SCHOOLS

dlm

Office of the Superintendent
15020 Metcalf, P.O. Box 23901 Overland Park, Kansas 66223-0901
(913) 681-4000 Fax - 681-3230

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for One consecutive day (weeks/days), the first publication thereof being made as aforesaid on the 7th day of February 1997, with subsequent publication being made on the following dates:

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 7th day of February 1997

Deanna J. Martasin
NOTARY PUBLIC

My Commission Expires 1/25/2000

Printer's Fees 141.65

Additional Copies $_____

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

First published in The Johnson County Sun, Friday, February 7, 1997

ORDINANCE NO. 1647

AN ORDINANCE GRANTING A FRANCHISE TO BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229, ITS SUCCESSORS, TRANSFERERS, AND ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELECOMMUNICATIONS SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAWOOD, KANSAS, AND THE RIGHT TO USE AND OCCUPY THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES OF SAID CITY FOR SUCH PURPOSES.

WHEREAS, The City of Leawood, Kansas ("City"), a municipal corporation, duly organized and existing under the laws of the State of Kansas, has the right under statute to grant a franchise to construct, operate and maintain a telecommunications system in said City; and

WHEREAS, Blue Valley Unified School District No. 229 ("Blue Valley") desires to install a telecommunications system to link together its schools and other properties by way of fiber optic cables; and

WHEREAS, in order to achieve above said goal it is necessary for Blue Valley to place such cable in the public right-of-way; and

WHEREAS, Blue Valley has applied to the City for a franchise in order to operate its system; and

WHEREAS, this project has the potential to serve multiple public and educational interests by linking such public and educational entities together; and

WHEREAS, because the system is in the best interest of the public-at-large, and because the City desires to encourage development of projects that serve the best interests of the public, the City is willing to grant Blue Valley a franchise without charge as long as the system is not used for commercial gain; and

WHEREAS, pursuant to K.S.A. 12-2007, the Governing Body of the City did order publication of a notice of hearing to be held on January 6, 1997, to afford the public in the franchise area, as well as the public-at-large, an opportunity to comment on the proposed franchise agreement, a copy of which was on file in the office of the City Clerk; and

WHEREAS, said notice of hearing was published on 12/27, 1996 in the official City newspaper; and

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION 1. SHORT TITLE

This ordinance shall be known as "The Blue Valley Unified School District No. 229 Telecommunications Franchise Ordinance of the City of Leawood, Kansas" and may herein and hereafter be cited as "Blue Valley Franchise Ordinance."

SECTION 2. ADOPTION OF AGREEMENT

The Governing Body of the City of Leawood, Kansas does hereby grant a franchise to Blue Valley pursuant to the terms of the agreement that is on file with the City Clerk and does hereby authorize its Mayor to execute said "Franchise Agreement Between the City of Leawood and Blue Valley Unified School District No. 229."

SECTION 3. TAKE EFFECT. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the official City newspaper, all as provided by law.

PASSED BY THE City Council the 3rd day of February, 1997.

APPROVED BY THE Mayor this 3rd day of February, 1997.

(SEAL)

ATTEST:

Marcia Rinehart, Mayor

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Richard S. Wexler, City Attorney

(17179-1F-JC)

First published in The Johnson County Sun, Friday, December 27, 1996

NOTICE OF HEARING ON PROPOSED TELECOMMUNICATIONS FRANCHISE AGREEMENT BETWEEN THE CITY OF LEAWOOD AND BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229

Notice is hereby given that the Governing Body of the City of Leawood, Kansas, will meet on the Monday, the 6th day of January, 1997, at seven-thirty (7:30) P.M., at the Leawood City Hall Council Chambers, for the purpose of holding a public hearing as provided by K.S.A. 12-2007 to consider the proposed franchise agreement regarding the installation of a telecommunications system network by the Blue Valley Unified School District No. 229.

Written or oral objections will be considered at the meeting. All persons desiring to be heard with reference to the proposed franchise agreement shall be heard at this hearing.

Martha Heizer
City Clerk
City of Leawood

(Seal)

(17063 1F-JC)

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY,ss: Georgiann Thacker being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON COUNTY Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one **consecutive** day **(weeks/days), the first publication thereof being made as aforesaid on the** 27th **day of** December **19**96**, with subsequent publication being made on the following dates:**

_____, 19____ _____, 19____

_____, 19____ _____, 19____

Georgiann Thacker

Subscribed and sworn to before me this 27th **day of** December **19**96

Deanna J. Martasin
NOTARY PUBLIC

DEANNA J. MARTASIN
NOTARY PUBLIC
STATE OF KANSAS

My Commission Expires _____

Printer's Fees 35.45

Additional Copies $_____

Do not publish this agreement per Dick Wetzler 2/4/97

FRANCHISE AGREEMENT BETWEEN THE CITY OF LEAWOOD AND BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229

SECTION 1. **Definitions.** For purposes of this ordinance, the following words and phrases shall have the meaning given herein:

"Cable" -- shall include both the traditional coaxial cable used to transmit signals of high frequency, and fiber optic cables that consist of a bundle of thin insulated glass strands used to transmit data, voice, video and other communications.

"City" -- shall mean the City of Leawood, Kansas, a municipal corporation, or its successors, and shall include when appropriate to the use of the term in context, the territorial boundaries of the City as now constituted or as shall hereafter exist.

"Facilities" --shall mean franchisee's lines, conduits, wires, cables, pipes, poles, towers, vaults, and appliances, either under or above ground.

"Franchise"-- shall mean the agreement between the City and franchisee, or the right of franchisee to operate within the City's right-of-way.

"Franchisee" -- shall mean Blue Valley Unified School District No. 229, or its successors, transferees, or assigns.

"Franchise ordinance" or "Franchise agreement" -- shall mean this ordinance passed to grant the franchise to franchisee. The ordinance shall operate as an agreement or contract between the City and franchisee and shall be subject to the laws of the State of Kansas.

"Governing Body" -- shall mean the present legislative body of the City of Leawood, Kansas; or any successor to the legislative powers of the present Governing Body;

"Person"-- shall mean any individual or association of individual, or any firm, corporation, or other business or governmental organization.

"Public improvement" -- shall mean any existing or contemplated public facility, building or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and public projects.

"Public project" -- shall mean any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or public improvements, or any other purpose of public nature.

"Right-of-way" -- shall mean present and future streets, roadways, sidewalks, highways, alleys, public rights-of-ways, and public easements, including easements dedicated in plats, of the City of Leawood.

"Street" -- shall mean any public street, roadway, highway, alley, or other public right-of-way now or hereafter subject to the jurisdiction and regulation of the City as provided by the laws of the State of Kansas and as subsequently amended thereof.

"System"-- shall mean a system of antennas, cables, wires, lines, towers, waveguides, conductors, converters, equipment or facilities located within the City and designed and constructed for the purposes of conducting the franchise operations.

"Subscriber" -- shall mean any nongovernmental entity or person other than a branch of franchisee who is granted access to the facilities in exchage for a fee or other compensation.

SECTION 2. **Grant.** Franchisee is hereby granted permission to construct, erect, install, operate, repair, replace and maintain its facilities in, through, and along the public right-of-way depicted in Exhibit A, subject to the terms and conditions herein for the purpose of constructing, operating, and maintaining a telecommunications system within the Blue Valley School District.

SECTION 3. **Use of Right of Way.** In the use of right-of-way under this ordinance, franchisee shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules and regulations adopted by governmental bodies now or hereafter having jurisdiction. In addition, franchisee shall be subject to all technical specifications, design criteria, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalks, and pavement cuts, utility location, construction coordination, surface

restoration, and other requirements on the use of the right-of-way.

SECTION 4. **City's Right Preeminent.** The privilege to use or occupy the public right-of-way granted to franchisee under this franchise agreement shall in all matters be subordinate to the City's right to use or occupy the public right-of-way. Without limitation upon the rights which the City might otherwise have, the City does hereby expressly reserve the right to exercise its governmental powers, now or hereafter vested in or granted to the City.

(a) Relocation for Public Improvements. Within thirty (30) days of written request from the City, franchisee shall forthwith remove, relocate, reinstall or adjust its facilities or any such property within the public right-of-way or private easements when removal, relocation, reinstallation, or adjustment is necessary for any public improvement or public project. Such removal, relocation reinstallation or adjustment shall be performed by franchisee at the sole expense of franchisee.

(b) Emergency Access. The City retains the right to cut or move any facilities located within the public right-of-way as may be determined necessary, appropriate or useful in response to any public health or safety emergency.

SECTION 5. **Co-location.** Nothing in this franchise agreement shall be construed to require or permit co-location on a franchisee's system without any and all parties involved obtaining permission and a franchise from the City. Franchisee shall cooperate with the City by informing city staff of the identity of any and all co-locating and potential co-locating operators, including contact vitae. Franchisee shall not contract with any co-locating operator who has not first obtained a franchise agreement with the City, unless permission is granted by the City. In the event franchisee enters into such an agreement with a third party, the City has the option to either renegotiate, revoke or continue this franchise agreement between the City and franchisee.

SECTION 6. **Franchisee Information.** Franchisee shall designate a person familiar with the facilities, who is responsible for timely satisfying the information needs of the City and other users of the right-of-way.

SECTION 7. **Facility Mapping Requirement.** Within sixty (60) days of completion of initial or any additional construction, franchisee shall provide the City Clerk a complete set of plans with accurate and complete information, preferably in an AutoCAD format compatible with the City's Geographic Information System (GIS), showing and describing the exact locations, both horizontal and vertical, of all facilities constructed and existing within the public right-of-way and private easements. Such mapping and identification shall be at the sole expense of franchisee.

SECTION 8. **Description of Use Requirement.** Franchisee shall be required to provide the City with a current description of the use and facilities using property within the City right-of-way. In the event franchisee changes or adds to the use of such facilities, franchisee is required to make such notice as required by this franchise agreement.

SECTION 9. **Change of Use or Addition to Current Use.** Franchisee shall cooperate with the City by informing City staff of any change or addition to the current use of the franchise facilities. Additionally, franchisee shall inform the City of any new developments, including new technologies, new services or material improvements to existing technology as well as any sale or transfer of franchisee's facilities.

SECTION 10. **Exclusive Use of Franchise Right by Franchisee.** The rights granted to franchisee by this franchise agreement to use the public right-of-way shall be for the sole use of franchisee. Franchise use is limited to the use that franchisee has file with the City in accordance with Section 8 and 9 of this agreement. These rights are for the exclusive benefit of franchisee, except where use by the City is allowed under the terms of this agreement. No other party may use franchisee's right, unless otherwise authorized by the City.

SECTION 11. **Sale, Lease, or Transfer of Franchise to Third Party.** Franchisee shall notify the City of any contract with a third party to sell, use, lease, borrow or transfer franchisee's facilities or any part thereof. Such contract shall be in compliance with applicable provisions of this franchise agreement before they are valid.

SECTION 12. **Transferability of Franchise.** Franchisee shall not sell, transfer, lease, assign, sublet or dispose of its facilities or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person either by forced or involuntary sale, or by ordinary sale, or otherwise, without prior approval of the Governing Body.

SECTION 13. **Franchisee's Operating Regulations.** Franchisee shall have the authority to promulgate such rules, regulations and conditions governing the conduct of its business as shall be reasonably necessary to enable franchisee to exercise its rights and to perform its obligations under its franchise or City policy. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this franchise agreement. With respect to extension of service to new areas within the City, franchisee shall file in the office of the City Clerk the rules and regulations governing franchisee's extension of service to such new areas. If the Governing Body has not filed with franchisee its written objection to any or all of said rules and regulations within thirty (30) days after they are filed by franchisee, said rules and regulations shall be deemed approved. Franchisee may thereafter change such rules and regulations by filing such changes as hereinbefore provided, and the same shall be approved or rejected in a like manner. In the event the Governing Body rejects the rules or any proposed change thereof, franchisee shall be entitled to a hearing before the Governing Body for consideration of the rules or changes within ten (10) days following the Governing Body's rejection of the same by a resolution adopted at a meeting of the Governing Body.

SECTION 14. **Preference of Franchise Facility Placement.**

(a) Preferred Placement. All facilities installed in the City of Leawood shall use and occupy the public right-of-way if at all possible. The City discourages the use of private easements for the placement of facilities. If private easements are necessitated, franchisee shall cooperate with the City by informing City staff of the location of any and all private easements expected to be negotiated. The City does hereby expressly reserve the right to make certain requests on the placement of utilities in private easements in order to limit or eliminate future street improvement relocation expenses.

(b) Placement Standards. All facilities constructed or relocated within the right-of-way shall be placed underground unless otherwise agreed to by the City. Underground placement of facilities shall comply with all existing City standards as well as the following standards:

(1) Cables shall be buried a minimum of 24 inches below the finished grade along improved streets or 24 inches below the proposed finished grade adjacent to unimproved streets.

(2) Cables shall be buried no closer than 3 feet from the back of the curb and gutter preferably as far from the curb and gutter as possible.

(3) Facilities shall be placed in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's technical specifications and design criteria.

(4) Franchisee shall not erect any poles within the City unless approval is obtained in advance from the City. Such approval shall not be unreasonably withheld. Above ground placement of facilities shall comply with the standards provided by the City.

SECTION 15. **Construction Standards.** The construction, reconstruction, installation, operation, testing, use, dismantling and maintenance of franchisee's facilities shall be in accordance with good engineering practices and shall be in compliance with present and future laws, ordinances and regulation, including the National Electric Code, the National Electrical Safety Code, the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated by federal, state, City and any other political subdivisions thereof or an administrative agency with jurisdiction. All transmissions and distribution

structures, lines and equipment erected by franchisee within the City shall be so located as to cause minimum interference with the proper use of streets, easements and swales, sidewalks, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, easements and swales, sidewalks, alleys or other public ways and places. Franchisee shall not construct or reconstruct any of its facilities located upon, over, under or within the public streets or public ways of the City without first having submitted in writing a description of its planned improvement to the Director of Public Works of the City and having received a permit for such improvement from said Director. All pole and above ground facilities need to be in compliance with current City standards.

SECTION 16. Franchise Facility Construction / Repair / Maintenance.

(a) Permits Requirement. Prior to any work being done within existing public right-of-way, franchisee or its agents shall first obtain approval from the Planning Department or Plan Commission for overhead facilities, and any necessary permits from the City's Public Works Department.

(b) Notice of Work. Franchisee shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency as reasonably determined by franchisee, no such closure shall take place without notice and prior authorization from the City. The City shall follow its policies in the granting or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.

(c) Safety. Franchisee shall at all times employ a standard of care attendant to the risks involved and shall construct, operate and maintain commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury and nuisance to the public. Additionally, all facilities shall be kept in a suitable condition and in good order and repair so as not to endanger or interfere with pedestrian or vehicular traffic on City streets.

(d) Disturbances and Damages. Any disturbance or damage to a street or public property caused by franchisee during the course of constructing, operating or maintaining its facilities shall be replaced or restored to as good or better condition as before the disturbance or damage in accord with the City's established public works standards at the sole expense of franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do any necessary work to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense.

(e) City Inspection of Activities and Facilities. At the completion of any work done within the existing public right-of-way, franchisee must notify the City's Public Works Department. Inspections of completed work may be performed and franchisee shall be responsible for the costs to perform such inspection. Failure to notify the City of the completion of work or failure to comply with the inspection process shall be a violation of this franchise agreement.

(f) Vegetation. Franchisee shall have authority to trim trees and shrubbery upon and overhanging streets, alleys, sidewalks, and other public places of the City so as to prevent such trees and shrubbery from coming in contact and interfering with the facilities of franchisee. All trimming shall be at the sole expense of franchisee.

SECTION 17. **Requirement to Coordinate Construction / Repair / Maintenance Activities.** Prior to the end of each calendar year, the City will provide franchisee with a copy of the City's annual capital improvements program. At the same time, each calendar year, franchisee shall provide the City with similar information, including advance notice of all known new construction and all relocation of facilities located in the City public right-of-way or in private easements proposed for the following year. Construction shall be coordinated and scheduled to minimize public inconvenience, disruption and damage to the public right-of-way.

SECTION 18. **Requirement to Temporarily Move Wires.** On the request of any applicant, franchisee shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and franchisee may require such payment in advance. Franchisee shall be given not less than fifteen (15) days written notice from the applicant detailing the time and location of the moving operations, and not less than 24-hours advance notice from the applicant advising of the actual operation.

SECTION 19. **Use of Poles and Other Facilities by Other Parties.** Nothing in this franchise agreement shall be construed to require or permit any cable, telephone, electric light, or power wire attachments by either the City or franchisee on the poles or other facilities of the other. If such attachments are desired by the City or franchisee, then a separate non-contingent agreement shall be a prerequisite to such attachments.

SECTION 20. **Removal of Franchise Facilities.** Franchisee shall promptly remove from the public streets and other public ways where its facilities are located, all or any part of its facilities when franchisee ceases to use any part, or all of its facilities for a continuous period of twelve months, or when the franchise is terminated, forfeited, revoked or declared void pursuant to notice as provided elsewhere in this franchise agreement, unless otherwise authorized and permitted by the City. Franchisee shall be entitled to receive notice in writing from the City setting forth one or more of the violations provided in this franchise agreement. Franchisee shall have ninety (90) days from the date upon which said notice is received to remove said facilities as required. Such removal shall be performed by franchisee at the sole expense of franchisee. Any disturbance or damage to a street or public property caused by franchisee during the course of removal of its facilities shall be replaced or restored to as good or better condition as before the disturbance or damage at the sole expense of franchisee. The City Public Works Director or his agent shall have the full and exclusive authority to determine if the quality of such replacement or restoration is adequate and satisfactory. In the event such street or property is not adequately and satisfactorily replaced or restored, the Public Works Director or his agent shall have the authority to require franchisee to do whatever is necessary to place the street or property in such condition, or the City can do or contract for such work to be done at franchisee's sole expense. The insurance, indemnity and bond provisions of this franchise agreement shall remain in full force and effect during the entire term of removal.

(a) Failure to Remove Facilities. If franchisee fails to commence removal of its facilities within one hundred eighty (180) days subsequent to receipt of notice to remove the facilities or if removal is not completed within one (1) year subsequent to receipt of notice to remove the facilities, the City shall have the right to:

(1) Claim Ownership. The City may declare the facilities abandoned and all right, title and interest to the facilities to be in the City with all rights of ownership including, but not limited to, the right to operate the facilities or transfer the facilities to another for operation. Franchisee shall receive no compensation; or

(2) Remove at Franchisee's Expense. The City may declare the facilities abandoned and cause the facilities to be removed at no cost to the City. The cost of the removal shall be recoverable pursuant to the insurance, indemnity and bond provisions of this franchise agreement or from franchisee directly.

(b) Abandoned Property. Any facilities abandoned by franchisee that the City claims as hereinabove allowed shall become the property of the City and franchisee agrees to execute and deliver an instrument in

writing, transferring its ownership interest in any such facilities to the City. Additionally, any notice given by the City as provided hereinabove, shall be deemed notice to any other persons claiming interest in said facilities of franchisee, and said persons shall be subject to all the provisions hereinbefore provided.

SECTION 21. **Nondiscrimination Clause.** The privilege to use or to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory fashion. This franchise agreement shall not be less burdensome nor more favorable than any other similar franchise granted, and nothing in this franchise agreement shall be construed to favor one franchisee over another similar franchisee. City and franchisee acknowledge that this section shall not be construed to prohibit differentiation between franchises such as the present that is being granted without charge to a public school district for noncommercial public purposes and franchises granted to entities engaged in commercial activity.

SECTION 22. **Nonexclusive Clause.** The privilege to construct, erect, operate and maintain franchisee's facilities and to use or to occupy the public right-of-way is nonexclusive. The City expressly reserves the right to grant other nonexclusive franchises to other persons. However, no such additional franchise shall in any way affect the rights or obligations of franchisee.

SECTION 23. **Duty to Indemnify the City.** To the extent permitted by law, franchisee shall fully indemnify, defend and hold harmless the City, the members of the Governing Body, the mayor, and all other officials, employees and agents of the City when acting in their capacity as municipal officials, employees and agents, from and against any and all claims, demands, suits proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees or otherwise, arising out of franchisee's construction, repair, maintenance and use of its facilities in the public right-of-way. Nothing herein shall be deemed to prevent the City, the members of the Governing Body, the mayor, and all other officials, employees and agents when acting in their capacity as municipal officials, employees and agents from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve franchisee from its duty to defend against liability or its duty to pay any judgment entered against the City, the members of the Governing Body, the mayor, and all other officials, employees and agents.

SECTION 24. **Liability Insurance Requirement.** Franchisee shall file with the City Clerk evidence that franchisee has liability insurance, in an amount not less than the minimums set by the City, insuring against loss or damage from personal injury, death or property damage occasioned by the operation of franchisee's facilities, or alleged to so have been caused or occurred.

SECTION 25. **Franchisee is Without Remedy Against the City.** Franchisee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this franchise agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the franchise granted. Second, franchisee expressly acknowledges that it accepted the franchise granted in reliance upon its independent and personal investigation and understanding of the power and authority of the City to grant this franchise conferred upon franchisee. Third, franchisee acknowledges by its acceptance of the franchise that it has not been induced to enter into the franchise upon any understanding, or promise, whether given verbally or in writing by or on behalf of the City, or by any other person concerning any term or condition of this franchise not expressed in this franchise agreement. Finally, franchisee acknowledges by the acceptance of this franchise that it has carefully read the provisions, terms, and conditions of this franchise agreement and is willing to, and does accept, all of the risk attendant to the provisions, terms, and conditions.

SECTION 26. **No Liability for City Damage to Franchise System.** The City shall not be liable for any damage to or loss of any of franchisee's facilities within the public right-of-way as a result of or in connection with any public improvement work by or on behalf of the City, provided that such damage or loss is not directly and proximately caused by willful, intentional or malicious acts of the City.

SECTION 27. **Duty to Comply with State and Federal Law.** Notwithstanding any other provisions of this franchise agreement to the contrary, the construction, operation and maintenance of franchisee's facilities by franchisee or his agent shall be in accordance with all laws and regulations of the United States and the several states and any political subdivision thereof, or any administrative agency thereof, having jurisdiction to said franchise facilities. In addition, franchisee shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. Franchisee's failure to comply with any law or regulation governing the operation of said franchise facilities may result in a forfeiture of the privileges conferred by this franchise agreement when so determined by the Governing Body of the City as adopted by ordinance at one of its regular meetings.

SECTION 28. **Notice of Filings with Regulatory Agencies.** Franchisee is hereby required to file in the office of the City Clerk copies of any and all petitions, applications, and communications submitted or filed by franchisee with the Federal Communications Commission, the Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting the operation of a franchise system.

SECTION 29. **Renegotiation During Term of Franchise.** The City may renegotiate the franchise during the term of the franchise for any reason set forth herein:

(a) New Developments. It shall be the policy of the City to amend reasonably or renegotiate this franchise agreement upon the application of new technologies when necessary, to enable franchisee to take advantage of new developments, services or material improvements to existing technology and services during the term of the franchise.

(b) Sale or Transfer. The sale of transfer of franchisee's facilities or any portion thereof, or any right, title or interest in the same, or the transfer of any rights under this franchise to any other person may be grounds for renegotiation of the franchise during the term of the franchise.

(c) Expansion of Service. In the event franchisee desires to expand its system beyond the plans agreed upon, such expansion shall not commence without notification and/or renegotiation of this franchise agreement. The City shall exclusively decide if renegotiation is necessary.

(d) Local Equity. In the event franchisee is granted a system franchise in any other political subdivision within Johnson County, Kansas, and the provisions of the such franchise are more favorable to such political subdivision thereof than the provisions of the franchise granted under this franchise agreement, then the City shall have the right to request franchisee to modify and amend the provisions of the franchise granted under this franchise agreement to conform to any such more favorable provisions contained in the franchise of the other political subdivision. Franchisee may offer to the City evidence and statements distinguishing any such other franchise from the franchise granted under this franchise agreement, or evidence of the existence of state or federal laws or rules preventing franchisee from making the change requested by the City. Further, in the event the City shall request franchisee to amend and modify the franchise in the manner hereinabove provided, and the City determines that franchisee has not offered sufficient evidence and statements to justify its not conforming to the City's request, then, either the City or franchisee may refer the City's request for arbitration as provided for in the laws of the State of Kansas then existing and the decision of the arbitrator shall be binding and conclusory upon said parties (except that the arbitrator may not compel franchisee to be in noncompliance with any state or federal law or rules which take precedence over this franchise agreement). Finally, in the event the City's request is submitted for arbitration, the arbitrator may not consider, nor shall the arbitrator effect, the then existing provisions of the franchise except as herein provided.

SECTION 30. **Consideration**

(a) Facility Access by the City.

(1) Facility Access. As consideration for franchisee's privilege to use and occupy the public right-of-way, the City shall, subject to the limitations and conditions set forth hereafter, be entitled to access to franchisee's facilities. The right to access created by this paragraph is not intended to and shall not create a duty on the part of franchisee to provide any access to the City if such access has the effect of delaying, interfering with, or limiting the ability of franchisee to provide those services for which the system may be used, now or in the future. If at any time franchisee reasonably determines, in its sole discretion, that the City's access to franchisee's facilities is or may delay, interfere with, or limit the ability of franchisee to provide services for which the system may be used, franchisee may terminate the City's right to access the facilities. This paragraph shall not be construed to require franchisee to extend any cable or provide any equipment to the City. Any cable or equipment required for the City to access the facilities shall be at the expense of the City. Implementation of this paragraph shall require a separate and additional agreement establishing the terms and conditions that permit access by the City and that best serve the public interest.

(2) Emergency Use of Franchisee's Cable. In the event of a civil disaster or other emergency which occurs within the City, franchisee shall, upon request of the Mayor or designated representative, permit the City to transmit information over franchisee's cable regarding the nature and extent of the disaster or emergency as may be required to protect the safety and welfare of citizens of the City, provided that any such transmission shall occur by or with the assistance of franchisee's authorized personnel.

(b) Only School Use. In the event franchisee uses its facilities only for its own purposes within the school district, or for transmissions between the school district and the City of Leawood, no franchise fee shall be assessed (thus subsection (c) of this section shall not apply). Additionally, no franchise fee shall be assessed for transmissions between such other additional public or private not-for-profit entities that have been approved to use the facilities by both franchisee and by the City. To meet this provision, franchisee cannot charge a fee to subscribers or make any type of profit on such services. In the event franchisee uses its facilities to charge a fee to subscribers, and/or to provide service outside of the school district and its properties (with the exception of providing service or transmissions to or from the City itself), without the express written agreement of the City, franchisee shall be required to pay consideration as determined below in this franchise agreement. Franchisee shall be responsible for notifying the City of any change of use as per this franchise agreement.

(c) Consideration if Franchisee Offers Service to Subscribers. In the event franchisee offers service or use of its cable to subscribers other than the City or branch of franchisee and/or receives some type of compensation for the use of its facilities, the City shall receive such compensation from franchisee as determined by the general ordinance guidelines, or consideration for similarly situated service-providers. This provision in no way relieves franchisee from the responsible of notifying the City of any change of use, or of the City's right to revoke or renegotiate the franchise.

(d) Other Payments and Charges. The payments hereinabove provided shall be in addition to, not in lieu of, all other taxes, charges, assessments, fees and impositions that are or may be imposed by the City, with the exception of an annual occupation license.

(e) Late Fee. Franchisee shall pay interest at an annual rate of ten percent (10%) for each month or fraction thereof on any late payment of the charge provided for in this franchise agreement.

(f) City's Right to Audit and Access to Records. On request of the City, franchisee shall provide reasonable access to records necessary to verify compliance with the terms of this franchise agreement, including but not limited to copies of any petitions, applications and communications submitted or filed by franchisee with the Federal Communications Commission, the Kansas Corporations Commission, the Securities and Exchange Commission, or any other federal or state regulatory commission or

agency having jurisdiction in respect to any matter affecting the operation of franchisee's facilities so far as the same effects or will affect franchisee's services or operations within the City. Failure to provide access to the records of franchisee shall be a violation of this franchise agreement and the City shall have the right to revoke the franchise should such a violation occur.

SECTION 31. **Term.** This franchise agreement shall be effective for a period of five (5) years from the effective date, unless sooner terminated or revoked in accordance with the terms hereof.

(a) Effectiveness and Acceptance of Ordinance. This franchise agreement shall be effective as provided by statute. The City Clerk is directed to publish this franchise agreement in the official City newspaper following notice and public hearing as provided by law, approval by the Governing Body, and execution by franchisee and the Mayor. When so accepted, the franchise agreement and acceptance shall constitute a contract between franchisee and the City subject to the provisions of the laws of the State of Kansas.

(b) Renewal. If franchisee desires to renew its franchise, franchisee shall file an application for renewal with the City Clerk not less than ninety (90) days prior to the expiration of the franchise. The procedure for renewal of a franchise shall be the same as for initial application and all requirements, procedures and applicable fees that apply to an initial application shall apply to the renewal. By statute, such renewal or extension shall be made by ordinance only.

SECTION 32. **Notification Procedure.** Whenever either party hereto shall be required or permitted to give notice to the other, such notice shall be in writing. If notice is to be served upon the City, it shall be delivered either by first class United States mail addressed to the office of the City Clerk or by personal delivery of the same to said person, or a duly authorized agent for receiving the same. If said notice is to be served upon franchisee, the same shall be delivered by either first class United States mail addressed to the Superintendent of Schools of franchisee or by personal delivery of the same to said person, or such other person as franchisee shall from time to time direct.

SECTION 33. **Violation.** Failure on the part of franchisee to comply with one or more of the terms, conditions or provisions of this franchise agreement shall constitute a violation of this franchise agreement. The City shall provide written notice to franchisee of any such violation. Franchisee shall have fourteen (14) days subsequent to receipt of notice to inform the City in writing of the action franchisee will take to correct the violation. Such corrective action shall be completed within forty-five (45) days subsequent to receipt of notice unless otherwise agreed to by the City.

SECTION 34. **Revocation of Franchise.** In addition to all other rights and powers herein or otherwise enjoyed by the City, the City shall have the additional and separate right to revoke this franchise and all rights and privileges of franchisee as a result of and in response to any of the following events or reasons:

(a) Franchisee fails to remedy any violation of a term, condition, or provision of this franchise agreement or federal or state law whether the same be committed by act or omissions, within forty-five (45) days following the date upon which franchisee receives written notice of such violation; or

(b) Any material provision of this franchise agreement is adjudged by a court of competent jurisdiction to be invalid or unenforceable; or

(c) Franchisee is adjudged bankrupt, becomes insolvent, suffers a transfer of its properties pursuant to an action of its creditors upon an instrument or judicial declaration securing said creditors' interest in said properties, and thereafter the same be not redeemed by franchisee within thirty (30) days from the date of said transfer, or franchisee is otherwise unable or unwilling to pay its debts and obligations as the same accrue; or

(d) Franchisee commits an act of fraud or deceit against the City in obtaining the grant of the franchise herein

conferred, or upon being granted franchisee commits such an act against the City; or

(e) Franchisee shall give to any person, firm, corporation or other business association, preference or advantage over some other person in assessing and levying its rates and charges, or in serving its subscribers, or in enforcing its rules and regulations, or in any other respect.

However, no such revocation shall be effective unless, or until the Governing Body of the City shall find at one of its meeting that a violation of the terms and conditions of this franchise agreement was committed by franchisee. The revocation and repeal of this franchise agreement shall become effective only upon the enactment of an ordinance by the Governing Body of the City adopted not sooner than a date forty-five (45) days following the date upon which franchisee is notified of any alleged act or commission for which the franchise may be revoked, as herein provided. Franchisee shall retain the privilege to be heard by the Governing Body regarding any revocation and may request a review of the revocation findings and conclusions pursuant to any applicable law. If after thirty (30) days of notice to franchisee no action has been commenced in a court of competent jurisdiction to determine whether the franchise agreement has been violated, this franchise agreement shall be canceled and terminated. If such action is commenced, this franchise agreement shall be canceled and terminated after thirty (30) days of judgment against franchisee stating that the agreement is subject to cancellation.

SECTION 35. **Franchise Property Removal after Revocation.** Upon revocation of a franchise, the City may require franchisee to remove any portion or all of its facilities from the public right-of-way according to the provisions of this agreement.

SECTION 36. **City's Failure to Enforce.** The City's failure to enforce and remedy any noncompliance by franchisee of the terms and conditions of this franchise agreement shall not constitute a waiver of the City's rights nor a waiver of franchisee's obligations as herein provided.

SECTION 37. **Time is of the Essence.** Whenever this franchise agreement sets forth any time for any action to be performed by or on behalf of franchisee or the City, such time shall be deemed of the essence; and any failure to perform within the time so specified shall be considered a violation of this agreement.

SECTION 38. **Severability.** If any section, provision, paragraph, sentence, clause or phrase of this franchise agreement is held to be invalid, unenforceable, or unconstitutional for any reason, the language in question shall be considered to be a separate, distinct and independent part of this franchise agreement; and such holding shall not affect the validity and enforceability of any other language of this franchise agreement.

SECTION 39. **Federal, State and City Jurisdiction.** This franchise agreement shall be construed in a manner consistent with all applicable federal and state laws. Franchisee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power.

SECTION 40. **Rights Reserved to the City.** In addition to any rights specifically reserved to the City by the Chapter, the City reserves to itself every right and power which is required to be reserved by a provision of any ordinance or under this franchise. The City shall have the right to waive any provision of this franchise, except those required by federal or state regulation, if the City determines: (1) that it is in the public interest to do so, and (2) that the enforcement of such provisions will impose an undue hardship on franchisee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. The waiver of any provision in any one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.

SECTION 41. **Force Majeure.** Each and every provision in this agreement shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond franchisee's or the City's control.

CITY OF LEAWOOD, KANSAS

(S E A L)

By: Marcia Rinehart
Marcia Rinehart, Mayor

Attested by:

Martha Heizer
City Clerk

Approved as to Form:

City Attorney

BLUE VALLEY U.S.D. NO. 229

By: K.O. Strohbehn
K.O. Strohbehn
President, Board of Education

Attested by:

Diane Mitchell
Clerk, Board of Education

Approved as to Form:

John Vratil
Board Attorney

The cable route will start on the South side of 119th and Roe, proceed west to Lamar Ave., proceed south to 121st on the east side, propose a road bore crossing Lamar Ave. to the west side and proceed south to Valley Park Elementary, proceed to the Blue Valley North High School on the east side of Lamar and 123rd, propose a road bore at 123rd on the south side, proceed west on the north and east side of 121st to Metcalf, proceeding north on the west side of Metcalf to 119th, proceed west on the south side of 119th to Tomahawk Ridge Elementary. Starting at 121st and Metcalf, proceed south on the west side of Metcalf to 123rd, propose a road bore to the south side of 123rd, proceed west to US 169 highway.

Starting at Nall and 135th, proceed west on the south side to Switzer, proceed south on the west side of Switzer to 143rd, proceed west on the north side of 143rd to Switzer, propose a road bore crossing 143rd, proceed south on the east side of Switzer to 159th.

Starting at 151st and Switzer, proceed west on the south side of 143rd to Morse Elementary.

Starting at 135th and Switzer, propose a road bore crossing Switzer and 135th, proceed north on the west side of Switzer to 116th, propose road crossings at 131st, 129th, 127th, 126th, Switzer and 124th, 123rd, 121st, 119th, 116th Ter., 116th and Switzer, propose to cross Switzer and US 69 highway by paralleling the walking track in the Indian Valley Park to the Indian Valley Elementary School.

Starting at 129th and Switzer on the south side of Switzer, proceed to the Cottonwood Point Elementary.

Starting at 141st and Switzer propose a road bore crossing Switzer to the south side of 141st, proceeding east to Harmony Elementary.

Starting at US 69 and 151st on the north side, proceed east to Newton, proceed north on the west side of 148th, propose a road bore to the north side of 148th, proceed east on the north side of 148th to the Blue Valley School District Office, proceed to Metcalf, propose a road bore at Metcalf to the east side, proceed south to 151st, proceed east on the north side of 151st to Horton, propose road bore at Broadmoor, Glenwood, Walmer and Horton to the south side of 151st, proceed east to Nall, proceed south on the west side of Nall to 159th, propose road bores at 152nd Ter., 152nd Pl., 153rd, 155th, 157th, at 159th and Nall proceed west on the north side of 159th to Blue Valley High, propose a road bore at the school, proceed to the Stanley Elementary.

EXHIBIT
A

Nall Av
Roe Av

Washington Farms Park
Washington Park
Lake
Park
Park
Park
R3
R2
R1
T54
T53

ORDINANCE NO. 1646 C

AN ORDINANCE RELATING TO THE CUTTING OF WEEDS AND VEGETATION, PROVIDING FOR NOTICE AND PROVIDING FOR CUTTING BY THE CITY OF LEAWOOD, AND PROVIDING FOR CHARGES THEREFOR.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD:

SECTION 1. Code Amended. That the Code of the City of Leawood is hereby amended by adding Sections 4-702 through 4-709 to Chapter 4 which read as follows:

4-702. WEEDS TO BE REMOVED. It shall be unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds to remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

4-703. DEFINITIONS.

(a) Calendar Year as used herein, means that period of time beginning January 1 and ending December 31 of the same year.

(b) Weeds as used herein, means any of the following:

(1) Brush and woody vines shall be classified as weeds;

(2) Weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;

(3) Weeds which bear or may bear seeds of a downy or wingy nature;

(4) Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;

(5) Weeds and indigenous grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height.

4-704. PUBLIC OFFICER; NOTICE TO REMOVE. The Director of Planning and Development shall designate a public officer to be charged with the administration and enforcement of this ordinance. The public officer or an authorized assistant shall notify in writing the owner, occupant or agent in charge of any premises in the city upon which weeds exist in violation of this ordinance, by mail or by personal service, once per calendar year. Such notice shall include the following:

(a) That the owner, occupant or agent in charge of the property is in violation of the city weed control law.

(b) That the owner, occupant, or agent in charge of the property is ordered to cut the weeds within ten days of the receipt of notice.

(c) That the owner, occupant or agent in charge of the property may request a hearing before the governing body or its designated representative within five days of the receipt of notice.

(d) That if the owner, occupant or agent in charge of the property does not cut the weeds, the city or its authorized agent will cut the weeds and assess the cost of the cutting, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property.

(e) That the owner, occupant or agent in charge of the property will be given an opportunity to pay the assessment, and, if it is not paid, it will be added to the property tax as a special assessment.

(f) That no further notice shall be given prior to removal of weeds during the current calendar year.

(g) That the public officer should be contacted if there are any questions regarding the order.

If there is a change in the record owner of title to property subsequent to the giving of notice pursuant to this subsection, the city may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds on such property unless the new record owner of title of such property is provided notice as required by this section.

4-705. ABATEMENT; ASSESSMENT OF COSTS.

(a) Upon the expiration of ten days after receipt of the notice required by Section 4-704, and in the event that the owner, occupant or agent in charge of the premises shall neglect or fail to comply with the requirements of Section 4-702, the public officer or an authorized assistant shall cause to be cut, destroyed and/or removed all such weeds and abate the nuisance created thereby at any time during the current calendar year.

(b) The public officer or an authorized assistant shall give notice to the owner, occupant or agent in charge of the premises by restricted mail of the costs of abatement of the nuisance. The notice shall state that payment of the costs is due and payable within 30 days following receipt of the notice.

(c) If the costs of removal or abatement remain unpaid after 30 days following receipt of notice, a record of the costs of cutting and destruction and/or removal shall be certified to the city clerk who shall cause such costs to be assessed against the particular lot or piece of land on which such weeds were so removed, and against such lots or pieces of land in front of or abutting on such street or alley on which such weeds were so removed. The city clerk shall certify the assessment to the county clerk at the time other special assessments are certified for spreading on the tax rolls of the county.

4-706. RIGHT OF ENTRY. The public officer, and the public officer's authorized assistants, employees, contracting agents or other representatives are hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of cutting, destroying and/or removing such weeds in a manner not inconsistent with this ordinance.

4-707. UNLAWFUL INTERFERENCE. It shall be unlawful for any person to interfere with or to attempt to prevent the public officer or the public officer's authorized representative from entering upon any such lot or piece of ground or from proceeding with such cutting and destruction. Such interference shall constitute an ordinance violation.

4-708. NOXIOUS WEEDS.

(a) Nothing in this ordinance shall affect or impair the rights of the city under the provisions of Chapter 2, Article 13 of the Kansas Statutes Annotated, relating to the control and eradication of certain noxious weeds.

(b) For the purpose of this section, the term <u>noxious weeds</u> shall mean kudzu (Pueraria lobata), field bindweed (Convolvulus arvensis), Russian knapweed (Centaurea picris), hoary cress (Lepidium draba), Canada thistle (Cirsium arvense), quackgrass (Agropyron repens), leafy spurge (Euphorbia esula), burragweed (Franseria tomentosa and discolor), pignut (Hoffmannseggia densiflora), musk (nodding) thistle (Carduus nutans L.) and Johnson grass (Sorghum halepense).

4-709. EFFECTIVE SCOPE OF ORDINANCE. This ordinance shall be effective only for the current calendar year.

<u>SECTION 2</u>. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 20th day of January, 1997.

Approved by the Mayor the 20th day of January, 1997.

(S E A L)

Marcia Rinehart Mayor

Attest:

Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

ORD1646C

Publication Fees: $54.54

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Tammy Schwien, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Administrator of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office as second class matter (now called periodicals class).
That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

ORDINANCE NO. 1646C--1/21/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

January 22, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

$54.54

ORDINANCE NO. 1646 C

First published in The Legal Record, Tuesday, January 21, 1997.

ORDINANCE NO. 1646 C

AN ORDINANCE RELATING TO THE CUTTING OF WEEDS AND VEGETATION, PROVIDING FOR NOTICE AND PROVIDING FOR CUTTING BY THE CITY OF LEAWOOD, AND PROVIDING FOR CHARGES THEREFOR.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD:

SECTION 1. Code Amended. That the Code of the City of Leawood is hereby amended by adding Sections 4-702 through 4-709 to Chapter 4 which read as follows:

4-702. WEEDS TO BE REMOVED. It shall be unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds to remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

4-703. DEFINITIONS.

(a) Calendar Year as used herein, means that period of time beginning January 1 and ending December 31 of the same year.

(b) Weeds as used herein, means any of the following:

(1) Brush and woody vines shall be classified as weeds;

(2) Weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;

(3) Weeds which bear or may bear seeds of a downy or wingy nature;

(4) Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;

(5) Weeds and indigenous grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height.

4-704. PUBLIC OFFICER; NOTICE TO REMOVE. The Director of Planning and Development shall designate a public officer to be charged with the administration and enforcement of this ordinance. The public officer or an authorized assistant shall notify in writing the owner, occupant or agent in charge of any premises in the city upon which weeds exist in violation of this ordinance, by mail or by personal service, once per calendar year. Such notice shall include the following:

(a) That the owner, occupant or agent in charge of the property is in violation of the city weed control law.

(b) That the owner, occupant, or agent in charge of the property is ordered to cut the weeds within ten days of the receipt of notice:

(c) That the owner, occupant or agent in charge of the property may request a hearing before the governing body or its designated representative within five days of the receipt of notice.

(d) That if the owner, occupant or agent in charge of the property does not cut the weeds, the city or its authorized agent will cut the weeds and assess the cost of the cutting, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property.

(e) That the owner, occupant or agent in charge of the property will be given an opportunity to pay the assessment, and, if it is not paid, it will be added to the property tax as a special assessment.

(f) That no further notice shall be given prior to removal of weeds during the current calendar year.

(g) That the public officer should be contacted if there are any questions regarding the order.

If there is a change in the record owner of title to property subsequent to the giving of notice pursuant to this subsection, the city may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds on such property unless the new record owner of title of such property is provided notice as required by this section.

4-705. ABATEMENT; ASSESSMENT OF COSTS.

(a) Upon the expiration of ten days after receipt of the notice required by Section 4-704, and in the event that the owner, occupant or agent in charge of the premises shall neglect or fail to comply with the requirements of Section 4-702, the public officer or an authorized assistant shall cause to be cut, destroyed and/or removed all such weeds and abate the nuisance created thereby at any time during the current calendar year.

(b) The public officer or an authorized assistant shall give notice to the owner, occupant or agent in charge of the premises by restricted mail of the costs of abatement of the nuisance. The notice shall state that payment of the costs is due and payable within 30 days following receipt of the notice.

(c) If the costs of removal or abatement remain unpaid after 30 days following receipt of notice, a record of the costs of cutting and destruction and/or removal shall be certified to the city clerk who shall cause such costs to be assessed against the particular lot or piece of land on which such weeds were so removed, and against such lots or pieces of land in front of or abutting on such street or alley on which such weeds were so removed. The city clerk shall certify the assessment to the county clerk at the time other special assessments are certified for spreading on the tax

4-706. RIGHT OF ENTRY. The public officer, and the public officer's authorized assistants, employees, contracting agents or other representatives are hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of cutting, destroying and/or removing such weeds in a manner not inconsistent with this ordinance.

4-707. UNLAWFUL INTERFERENCE. It shall be unlawful for any person to interfere with or to attempt to prevent the public officer or the public officer's authorized representatives from entering upon any such lot or piece of ground or from proceeding with such cutting and destruction. Such interference shall constitute an ordinance violation.

4-708. NOXIOUS WEEDS.

(a) Nothing in this ordinance shall affect or impair the rights of the city under the provisions of Chapter 2, Article 13 of the Kansas Statutes Annotated, relating to the control and eradication of certain noxious weeds.

(b) For the purpose of this section, the term noxious weeds shall mean kudzu (Pueraria lobata), field bindweed (Convolvulus arvensis), Russian knapweed (Centaurea picris), hoary cress (Lepidium draba), Canada thistle (Cirsium arvense), quackgrass (Agropyron repens), leafy spurge (Euphorbia esula), burragweed (Franseria tomentosa and discolor), pignut (Hoffmannseggia densiflora), musk (nodding) thistle (Carduus nutans L.) and Johnson grass (Sorghum halepense).

4-709. EFFECTIVE SCOPE OF ORDINANCE. This ordinance shall be effective only for the current calendar year.

SECTION 2. Take Effect. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 20th day of January, 1997.

Approved by the Mayor the 20th day of January, 1997.

(S E A L)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R.S. Wetzler City Attorney

ORDINANCE NO. 1645

AN ORDINANCE GRANTING AN EASEMENT TO KANSAS CITY POWER & LIGHT COMPANY FOR THE PURPOSE OF PROVIDING ELECTRICAL SERVICE TO THE LEAWOOD CITY HALL, 4800 TOWN CENTER DRIVE.

Be it ordained by the Governing Body of the City of Leawood:

Section 1. That the City of Leawood, Kansas, does hereby grant an easement to Kansas City Power & Light Company over, along, across and under the following described land in the County of Johnson, State of Kansas, to wit:

> A tract of land 10 feet in width being a part of Lot 4, Block 1, Leawood Town Center, a subdivision of land in the City of Leawood, Johnson County, Kansas, the centerline of which is described as follows: Commencing at the Northeast corner of said Lot 4 said corner on the West right-of-way of Roe Avenue as now established; thence South 1° 25'45" East along the East line of said Lot 4, a distance of 317.98 feet to the point of beginning of said 10 foot tract to be herein conveyed; thence North 75° 05'59" West, a distance of 313.45 feet; thence South 78° 07'09" West, a distance of 72.85 feet; thence South 66° 26' 20" West, a distance of 41.77 feet; thence South 32° 14'12" West, a distance of 112.92 feet; thence South 67° 34'10" East, a distance of 16.16 feet to the Point of Termination.

Section 2. That a copy of said easement is attached hereto and thereby incorporated by reference.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the Council the 20th day of January, 1997.

Approved by the Mayor the 20th day of January, 1997.

(S E A L)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:

Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:

R.S. Wetzler City Attorney

The Legal Record
600 E. Santa Fe, Suite 4
Olathe, KS 66061-3700

ORD1645

Publication Fees: $16.73

CITY OF LEAWOOD
ATTN: MARTHA HEIZER
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

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ORDINANCE NO. 1645--1/21/97

Tammy Schwien
Legal Notices Administrator

Subscribed and sworn to before me on this date:

January 22, 1997

Debra Dziadura
Notary Public

DEBRA DZIADURA
Notary Public - State of Kansas

My appointment expires: August 21, 1999.

ORDINANCE NO. 1645

First published in The Legal Record, Tuesday, January 21, 1997.

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Passed by the Council the 20th day of January, 1997.

Approved by the Mayor the 20th day of January, 1997.

(S E A L)

Marcia Rinehart
Marcia Rinehart Mayor

Attest:
Martha Heizer
Martha Heizer City Clerk

APPROVED FOR FORM:
R/S. Wetzler City Attorney

$16.73