

JOHNSON COUNTY PUBLIC NOTICES

RESOLUTION NO. 4413

First published in The Legal Record, Tuesday, June 19, 2018.

RESOLUTION NO. 4413

A RESOLUTION OF THE CITY OF OVERLAND PARK, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING THE ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT AT THE SOUTHWEST CORNER OF W. 80TH STREET AND MARTY STREET WITHIN THE CITY AND DECLARING THE INTENT OF THE CITY TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 ET SEQ. AS AMENDED (EDISON OP CID).

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), the City of Overland Park, Kansas (the “City”), is authorized to create a community improvement district (“CID”) as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other amenities and improvements as provided in the Act (collectively, a “CID Project”); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of a project which is a CID Project, to impose a CID sales tax on the selling of tangible personal property at retail or rendering or furnishing services within a CID in any increment of .10% or .25% not to exceed 2.0% and to finance the costs of a CID Project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such CID sales tax; and

WHEREAS, a petition (the “Petition”) has been filed with the City Clerk of the City proposing the creation of a CID, the making of CID Projects relating thereto as more particularly described on **Exhibit A** attached hereto (the “Project”) and the imposition of a CID sales tax in order to pay a portion of the costs of the Project; and

WHEREAS, the proposed CID is located at the southwest corner of W. 80th Street and Marty Street in the City (the “Edison OP CID”); and

WHEREAS, the Petition was signed by the owners of record, whether resident or not, of more than 55% of assessed value of the land area contained within the proposed Edison OP CID and by more than 55% percent of all owners of real property within the boundaries of the Edison OP CID; and

WHEREAS, if the Edison OP CID is created by the City and certain further conditions are met, the City intends to impose a two percent (2.0%) CID sales tax within the Edison OP CID; and

WHEREAS, the Act provides that prior to creating any CID, the City shall, by resolution, direct and order a public hearing on the advisability of creating such CID and authorizing a CID Project therein and the intent of the City to levy a CID sales tax within such district and shall give notice of said public hearing in accordance with the Act;

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

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Edison OP CID and the imposition by the City of a two percent (2.0%) CID sales tax within the Edison OP CID shall be held at the Overland Park City Hall, 8500 Santa Fe Drive, Overland Park, Kansas, on July 9, 2018 beginning at 7:30 p.m., Central Daylight Saving Time (or as soon thereafter as is practical).
2. The general nature of the proposed Project to be completed within the proposed Edison OP CID is set forth in **Exhibit A** attached hereto and incorporated by reference herein.
3. The estimated cost of the Project is \$3,840,967.
4. The Project within the proposed Edison OP CID will be financed on a pay-as-you-go basis payable from revenues received from the imposition of a two percent (2.0%) CID sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services taxable pursuant to the provisions of the Kansas retailer’s sales tax act within the proposed Edison OP CID. No special assessments will be levied pursuant to the Act to finance the Project.
5. A map generally outlining the boundaries of the proposed Edison OP CID is attached hereto as **Exhibit B** and incorporated herein by reference. A legal description of the proposed Edison OP CID is set forth in **Exhibit C** attached hereto and incorporated herein by reference.
6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the official City newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the City Council this 21st day of May, 2018.

APPROVED AND SIGNED by the Mayor this 21st day of May, 2018.

CITY OF OVERLAND PARK, KANSAS

By: /s/ Carl Gerlach
 Carl Gerlach
 Mayor

(SEAL)

ATTEST:

By: /s/ Elizabeth Kelley
 Elizabeth Kelley
 City Clerk

APPROVED AS TO FORM:

By: /s/ Michael Koss
 Michael Koss
 Senior Assistant City Attorney

APPROVED AS TO FORM:

By: /s/ Joseph D. Serrano
 Joseph D. Serrano, Kutak Rock LLP
 Bond Counsel

EXHIBIT A

GENERAL NATURE OF PROPOSED CID PROJECT

(THE EDISON OP CID)

The proposed CID Project consists of improvements generally located at the southwest corner of West 80th Street and Marty Street consisting of the construction, maintenance, and procurement of certain improvements, costs, and services for buildings and facilities within the CID.

EXHIBIT B

MAP OF PROPOSED CID

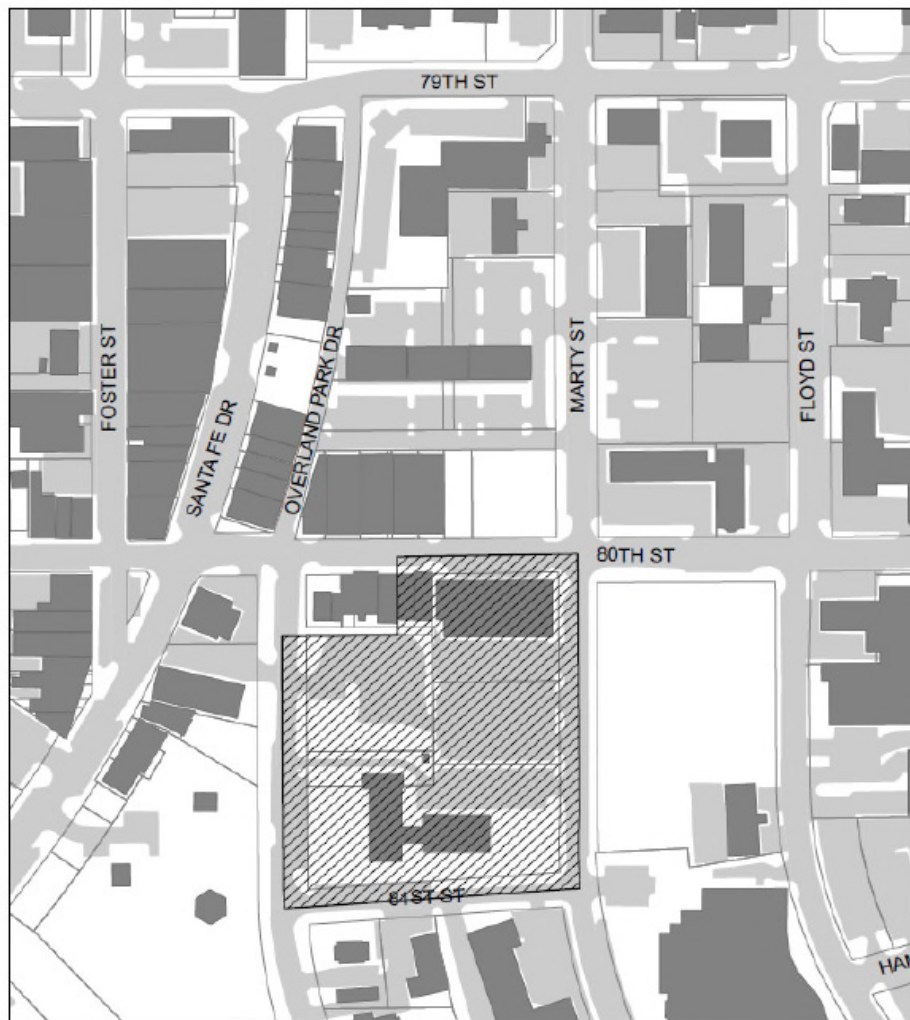


EXHIBIT C

LEGAL DESCRIPTION OF CID

(THE EDISON OP CID)

All of Lots 3 thru 11, Block 5, OVERLAND HEIGHTS NO. 2, a subdivision in the City of Overland Park, Johnson County, Kansas, and Lots 7 thru 10, RESURVEY OF THE WEST 1/2 OF TRACT 10 OF THE RESURVEY OF OVERLAND HEIGHTS, and all of the East half of Overland Park Drive, the North half of West 81st Street, and the West half of Marty Street lying adjacent thereto.

The above described tract of land contains 146,576 square feet, or 3.365 acres, more or less.

AND

All of Lots 1 and 2, Block 5, OVERLAND HEIGHTS NO. 2, a subdivision in the City of Overland Park, Johnson County, Kansas, and the West half of Marty Street lying East of and adjacent to said Lot 2, and the South half of West 80th Street lying North of and adjacent to Lots 1 and 2 and lying North of the West half of said Marty Street; and Lots 5 and 6, RESURVEY OF THE WEST 1/2 OF TRACT 10 OF THE RESURVEY OF OVERLAND HEIGHTS, except the West 2.35 feet of said Lot 5, and the 12’ alley lying South of and adjoining that part thereof of Lots 5 and 6, and the South half of West 80th Street lying North of and adjacent to said Lots 5 and 6, except the West 2.35 thereof of said Lot 5.

The above described tract of land contains 42,904 square feet, or 0.985 acres, more or less.

JOHNSON COUNTY PUBLIC NOTICES

ORDINANCE NO. 3227
First published in The Legal Record, Tuesday, June 19, 2018.
CITY OF SHAWNEE
ORDINANCE NO. 3227

AN ORDINANCE PROVIDING FOR THE CHANGING AND REZONING OF CERTAIN TRACTS OF LAND IN THE CITY OF SHAWNEE, KANSAS, FROM PUDMR (PLANNED UNIT DEVELOPMENT MIXED RESIDENTIAL) AND PUDMX (PLANNED UNIT DEVELOPMENT MIXED USE) TO PUDMR (PLANNED UNIT DEVELOPMENT MIXED RESIDENTIAL), FOR PROPERTY GENERALLY LOCATED IN THE 6100 BLOCK OF PFLUMM ROAD, HEREINAFTER SET FORTH AND AMENDING THE ZONING DISTRICT MAP INCORPORATED BY REFERENCE IN THE SHAWNEE MUNICIPAL CODE.

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

PARAGRAPH 1. A tract of land located in the Southeast One-Quarter of Section 9, Township 12 South, Range 24 East, in the city of Shawnee, Johnson County, Kansas, being more particularly described as follows: Commencing at the Southeast Corner of the Southeast One-Quarter of Section 9, Township 12, Range 24; thence North 02 degrees 12 minutes 11 seconds West along the East line of said Southeast One-Quarter, a distance of 997.38 feet to the Point of Beginning; thence South 88 degrees 11 minutes 16 seconds West a distance of 679.59 feet to a point; thence South 02 degrees 10 minutes 59 seconds East a distance of 330.01 feet to a point on the North line of the Southwest One-Quarter of the Southeast One-Quarter of the Southeast One-Quarter of said section 9, said point also being on the centerline of 62nd Street as platted in "GREENWOOD SQUARE", a subdivision of land in the city of Shawnee, Johnson County, Kansas; thence South 88 degrees 11 minutes 16 seconds West (M) (South 89 degrees 39 minutes 02 seconds West (P)) along the said North line of the Southwest One-Quarter of the Southeast One-Quarter of the Southeast One-Quarter and the said centerline of 62nd Street a distance of 654.89 feet to a point on the West line of the East One-Half of the Southeast One-Quarter of said section 9, said point also being on East line of "MILLCREEK" plat, a subdivision of land in the city of Shawnee, Johnson County, Kansas; thence North 02 degrees 11 minutes 02 seconds West (M) (North 01 degrees 13 minutes 06 seconds West (P)) along the said West line of the East One-Half of the Southeast One-Quarter, a distance of 1328.89 feet to the Northwest corner of the South One-Half of the Northeast One-Quarter of the Southeast One-Quarter, said point also being the Northeastern most corner of "WIDMER WOODS" a subdivision of land in the city of Shawnee, Johnson County, Kansas, said point also being the Southwest corner of "SHAWNEE CIVIC CAMPUS", a subdivision of land in the city of Shawnee, Johnson County, Kansas; thence North 87 degrees 56 minutes 10 seconds East (M) (North 89 degrees 58 minutes 38 seconds West (P)) along the said North line of the South One-Half of the Northeast One-Quarter of the Southeast One-Quarter and the said South line of "SHAWNEE CIVIC CAMPUS" a distance of 674.12 feet to a point; thence South 02 degrees 12 minutes 11 seconds East a distance of 390.00 feet to a point; thence North 87 degrees 56 minutes 10 seconds East a distance of 452.00 feet to a point; thence South 02 degrees 12 minutes 11 seconds East a distance of 226.00 feet to a point; thence North 87 degrees 56 minutes 10 seconds East a distance of 208.00 feet to a point on the East line of said Southeast One-Quarter of Section 9; thence South 02 degrees 12 minutes 11 seconds East along said East line a distance of 388.74 feet to the Point of Beginning and containing 28.659 acres, more or less.

Said property is located at in the 6100 Block of Pflumm Road, shall be and the same is hereby changed and rezoned from that of PUDMR (Planned Unit Development Mixed Residential) and PUDMX (Planned Unit Development Mixed Use) to PUDMR (Planned Unit Development Mixed Residential) zoning district, as hereby approved by the Governing Body.

The Official "Zoning Map of Shawnee, Kansas" is hereby directed and ordered to be amended to define the zoning change reflected by this amendment. The Official "Zoning Map of Shawnee, Kansas" as so amended shall be and is hereby adopted and incorporated into the provisions of the Shawnee Municipal Code and the "The Zoning Rules and Regulations of the City of Shawnee, Kansas, 2017 Edition, as amended."

The preliminary development plan for Veterans Park Senior Village shall be incorporated by reference herein and is hereby approved.

PARAGRAPH 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED by the Governing Body this 11th day of June, 2018.

APPROVED AND SIGNED by the Mayor this 11th day of June, 2018.

CITY OF SHAWNEE, KANSAS

By: _____
Michelle Distler, Mayor

{Seal}

ATTEST:

By: _____
Stephen Powell, City Clerk

APPROVED AS TO FORM:

By: _____
M. Ellis Rainey, II, City Attorney
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NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, June 19, 2018.
CITY OF LEAWOOD, KANSAS
MISSION ROAD [119th Street – 127th Street]

NOTICE TO BIDDERS

Sealed bids shall be received by the City of Leawood, Kansas, at the office of the City Clerk until 2:00 P.M., Central Legal Time on Thursday, June 28th, 2018, for the construction, of MISSION ROAD [119th Street – 127th Street], said work to include: pavement removal, curb removal, curb replacement, paving, storm sewer removal and replacement, pavement markings, sodding, street light removal and replacement, traffic signal modifications, and other construction.

All bids shall be submitted in sealed envelopes addressed to the City Clerk, City of Leawood, 4800 Town Center Drive, Leawood, Kansas 66211, and shall be clearly marked "MISSION ROAD [119th Street – 127th Street] (IN CAPITAL LETTERS)". At the above stated time and place, all bids shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the Contract Documents are on file and available for viewing at: Drexel Technologies ePlan room (<http://www.drexeltech.com>) under project # 80253, City of Leawood, MISSION ROAD (119th Street – 127th Street). Contractors desiring Contract Documents for use in preparing bids may obtain a set of such documents from the plan room for a non-refundable fee.

Each bidder shall file with their bid proposal a cashier's check, certified check, or bid proposal bond, drawn on an acceptable bank in an amount of five percent (5%) of the total amount of the bid.

Nonresident corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars (\$10.00) for each and every contract, as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in amount of ten percent (10%) of the contract.

No bid may be withdrawn within a period of thirty (30) calendar days from and after the date fixed for opening bids. The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities therein.

In accordance with various Federal and State civil rights legislation, the City of Leawood does not discriminate against individuals regardless of race, ethnicity, color, religion, gender, national origin, age, marital status, medical condition or disability.

Debra Harper, CMC, City Clerk

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NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, June 19, 2018.
CITY OF LENEXA

NOTICE TO BIDDERS

Sealed bids for Brookwood Place Phase II Storm drainage Improvements will be accepted by the City of Lenexa, Kansas at the Community Development Department, Lenexa City Hall, 17101 West 87th Street Parkway, Lenexa, Kansas 66219, until 1:00 P.M. (local time) July 17, 2018, at which time bids will be publicly opened and read aloud at the Lenexa City Hall. Any bid received after the designated closing time will not be considered and will be returned unopened.

All bids shall be submitted to the Community Development Department Customer Service Staff (Main Level) in sealed envelopes addressed to the CITY OF LENEXA, KANSAS, ATTENTION: CITY CLERK, and marked "Bid for: Brookwood Place Phase II Storm drainage Improvements". Copies of plans, specifications, bidding documents and other Contract Documents are on file at:

Drexel Technologies, Inc.
10840 W. 86th Street
Lenexa, KS 66214

Bidders desiring Contract Documents for use in preparing bids may obtain a set of such documents at the address above.

PLANS AND SPECIFICATIONS MAY BE DOWNLOADED FROM THE DREXEL TECHNOLOGIES, INC. WEBSITE SET FORTH BELOW

<http://planroom.drexeltech.com/>

EACH BIDDER WILL BE RESPONSIBLE FOR ENSURING THAT IT HAS RECEIVED ANY AND ALL ADDENDA ISSUED BY CITY IN ACCORDANCE WITH IB-10 OF THE INSTRUCTIONS TO BIDDERS.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT IT HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN ITS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

The following items must be included in the sealed envelope with the Bid:

- a. Bid Form;
- b. 5% Bid Security--Bid Bond, Cashier's Check or Certified Check (see below); and
- c. Acknowledgment of Addenda Issued by City.

Each bidder shall file with its bid a bid bond, a cashier's check or a certified check drawn on an acceptable bank, made payable to City of Lenexa, Kansas, in an amount equal to five percent (5%) of the total bid, which shall be retained by City of Lenexa, Kansas until a Contract for the project has been executed. Bid Bonds will be returned to the bidders, with the exception of the best and lowest and second best and second lowest responsible bidders, within twenty-one (21) days after their bids are rejected. The bid deposit of the lowest and the second lowest responsible bidders will be returned when the Performance Bond, Maintenance Bond and Statutory Bond, each in an amount equal to 100% of the Contract amount; required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed by the successful bidder.

In the event the low bidder is unable to execute the Contract, for whatever reason, within the time provided in the Notice of Award, City may annul the Notice of Award and the bid deposit may be forfeited and City shall exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security or specific performance.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of City Clerk, prior to the time and date for bid opening.

From and after the release of this Notice, any party intending to bid on the above referenced Project, including their officers, employees, agents, or contractors are specifically prohibited from communicating with any elected or appointed official of the City, directly or indirectly, with regard to the award of the contract for the Project listed above, except as specifically authorized by the Instructions to Bidders. Any such unauthorized communication may result in the automatic disqualification of such bidder.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

If this section is completed, a **Pre-Bid Conference** will be held at:

Lenexa City Hall, Prairie Star Conference Room

July 10, 2018, at 1:00 P.M.

/s/ Danielle Dulin
Danielle Dulin, Interim City Clerk
City of Lenexa, Kansas

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VEHICLE AUCTION

First published in The Legal Record, Tuesday, June 19, 2018.

Allied Towing & Blue Valley

Towing Service impounded vehicles for local police departments and property owners and they will be sold at public (silent bid) auction on June 28, 2018 for cash to the highest bidder unless positive proof of ownership can be presented. All fees must be paid (tow & storage) at the time of pick up. Bids will be accepted between 10:00 am and 2:00 pm and the winning bidder will be notified the following business day. Paperwork \$100 and keys \$50

2003 Buick Century	2G4WS52J431202139	2005 Chrysler T & C	2C4GP54L45R493786
2002 Lexus IS300	JTHBD192420064017	2006 Chrysler T & C	2A4GP44R46R731789
2017 Kia Forte	3KPFK4A79HE106814	1999 Ford F150	1FTZX172XXKB39566
2007 Dodge Gr Caravan	2D4GP44L57R208349	2008 Kia Rondo	KNAFG525887202242
2000 Dodge Gr Caravan	1B4GP44GYB703434	2003 Nissan Xterra	5N1ED28Y23C675475
2003 Pontiac Gr Am	1G2NW12E93C278177	2003 Jaguar X type	SAJEA53C43WC91503
2004 Nissan Sentra	3N1AB51D34L729070	2005 Volvo V70	YV1SW612852471216
2001 Mercedes CLK320	WDBLJ65G81F172101	2003 Cadillac Seville	1G6KS54Y83U168534
2007 Nissan Altima	1N4AL21EX7C228586	2001 Honda Accord	1HGCG16561A064980

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JOHNSON COUNTY PUBLIC NOTICES

VEHICLE AUCTION

First published in The Legal Record, Tuesday, June 12, 2018.

VEHICLE AUCTION
KIDDS TOWING AND RECOVERY
TOWALL OF KC
CENTERBODY & TOW
4839 MERRIAM DR.
OVERLAND PARK, KS 66203
AUCTION 06-28-18 AT 10AM

ONLINE AUCTION OPEN TO THE PUBLIC
PURSUANT TO K.S.A. 8-1102 AND K.S.A. 58-211 THE FOLLOWING VEHICLES WILL BE SOLD AT PUBLIC AUCTION ON THURSDAY JUNE 28TH, 2018 AT 10:00 AM UNLESS CLAIMED BY THE OWNER AND ALL TOW AND STORAGE CHARGES ARE PAID IN FULL.

AUCTIONEER: DAN HIATT WWW.HIATTAUCTION.COM
ALL SALES FINAL NO REFUNDS. ALL SALES ARE "AS IS".

04	ACURA	TL	VIN# 19UUA66214A017398
92	BUICK	PARK AVENUE	VIN# 1G4CW53L7N1622381
00	BMW	528I	VIN# WBADM6342YGU21807
03	BMW	325I	VIN# WBAET37423NJ22998
07	CADILLAC	C/T CTS	VIN# 1G6DP577270131232
06	CHEVROLET	COBALT	VIN# 1G1AL55F667764823
12	CHEVROLET	IMPALA	VIN# 2G1WB5E38C1108307
01	CHEVROLET	MALIBU	VIN# 1G1NE52J416211901
02	CHEVROLET	MALIBU	VIN# 1G1NE52J22M623229
03	CHEVROLET	MALIBU	VIN# 1G1NE52J83M542155
05	CHEVROLET	SILVERADO C1500	VIN# 1GCEC14X75Z152564
97	DODGE	CARAVAN	VIN# 1B4GP54L5VB378173
97	DODGE	GRAND CARAVAN	VIN# 2B4GP443XVR293079
08	DODGE	GRAND CARAVAN	VIN# 1D4HN11H28B166912
02	DODGE	DAKOTA	VIN# 1B7GL12X62S682198
99	DODGE	DURANGO	VIN# 1B4HS28Y0XF614957
98	DODGE	RAM 1500	VIN# 1B7HF16Y5WS739057
00	DODGE	RAM VAN	VIN# 2B6HB11X4YK129856
07	FORD	EDGE	VIN# 2FMDK48C47BA86600
93	FORD	ECONOLINE E150	VIN# 1FDEE14N2PHA04125
00	FORD	ECONOLINE E250	VIN# 1FTNS24L8YHA08716
95	FORD	F-150	VIN# 1FTEF15N2SLB19202
04	HYUNDAI	ELANTRA	VIN# KMHDN46D64U810330
97	INFINITI	I30	VIN# JNKCA21D7VT500233
06	INFINITI	FX35	VIN# JNRAS08W86X211356
04	INFINITI	G35	VIN# JNKCV51F54M720051
14	KIA	FORTE	VIN# KNAFK4A69E5175630
03	LAND ROVER	DISCOVERY	VIN# SALTH16483A802945
04	LAND ROVER	RANGE ROVER	VIN# SALME11444A146128
98	LEXUS	GS400	VIN# JT8BH68X7W0002504
96	PLYMOUTH	NEON	VIN# 1P3ES47C1TD661041
02	PONTIAC	GRAND PRIX	VIN# 1G2WR12132F205358
00	MERCURY	GRAND MARQUIS	VIN# 2MEFM75W9YX710773
00	MITSUBISHI	GT	VIN# 4A3AC84L4YE105778
05	NISSAN	ALTIMA	VIN# 1N4BL11D65C103989
13	NISSAN	JUKE	VIN# JN8AF5MR7DT218566
07	NISSAN	PATHFINDER	VIN# 5N1AR18W47C634070
94	NISSAN	PATHFINDER	VIN# 5N8HD17S4RW323762
07	NISSAN	PATHFINDER	VIN# 5N1AR18W47C634070
03	OLDSMOBILE	SILHOUETTE	VIN# 1GHDX03F13D215060
08	TOYOTA	YARIS	VIN# JTDBT923781203629
04	VOLVO	S60	VIN# YV1RS61T342406503
05	FORD	FREESTYLE	VIN# 1FMZK04155GA22199
6/12 6/19			WESSON

NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, June 19, 2018.

**CITY OF LEAWOOD, KANSAS
LEAWOOD CITY PARK
TENNIS COURT REHABILITATION PROJECT
AND ALTERNATE BASKETBALL COURT REHABILITATION**

NOTICE TO BIDDERS

Sealed bids shall be received by the City of Leawood, Kansas, at the office of the City Clerk until 10:00 A.M., Central Legal Time on Tuesday, July 10, 2018, for the complete construction, of the Leawood City Park Tennis Court Rehabilitation Project, said work to include: Existing asphalt pavement milling and resurfacing, fence removal and reinstallation, net post removal and reinstallation, court seal coat, surface color and striping, material testing, and other construction.

All bids shall be submitted in sealed envelopes addressed to the City Clerk, City of Leawood, 4800 Town Center Drive, Leawood, Kansas 66211, and shall be clearly marked "LEAWOOD CITY PARK, TENNIS COURT REHABILITATION PROJECT" (IN CAPITAL LETTERS). At the above stated time and place, all bids shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

A mandatory pre-bid meeting will be held at Leawood City Hall, 4800 Town Center Drive on Wednesday, June 27, 2018, at 2:00 P.M., First Floor Conference Room. You must attend the pre-bid meeting to bid the project.

Copies of the Contract Documents are on file for review at: Leawood City Hall, Department of Parks and Recreation, 4800 Town Center Drive, Leawood, Kansas 66211 and at Continental Consulting Engineers, 9000 State Line Road, Leawood, Kansas 66206. Contractors desiring Contract Documents for use in preparing bids may obtain a set of such documents from Drexel Technologies, 10840 W. 86th Street, Lenexa, Kansas 66214. Cost of documents shall be set by Drexel, telephone 913-371-4430. There shall be no refunds.

Each bidder shall file with their bid proposal a cashier's check, certified check, or bid proposal bond, drawn on an acceptable bank in an amount of five percent (5%) of the total amount of the bid.

Nonresident corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee for each and every contract, as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in amount of ten percent (10%) of the contract.

No bid may be withdrawn within a period of thirty (30) calendar days from and after the date fixed for opening bids. The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities therein.

In accordance with various Federal and State civil rights legislation, the City of Leawood does not discriminate against individuals regardless of race, ethnicity, color, religion, gender, national origin, age, marital status, medical condition or disability.

/s/ Debra Harper
Debra Harper, CMC, City Clerk

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NOTICE OF ABATEMENT

First published in The Topeka Metro News, Monday, June 19, 2018.

City Of Overland Park
Community Services Division
913-895-6270

Page 1 of 1
06/08/2018 through 06/14/2018

This is an official Notice of Violation for Excessive Growth of Vegetation for the following properties, all located in the City of Overland Park, Johnson County, Kansas.

Address: 15881 METCALF AVE / Legal Description: METCALF VILLAGE AT 158TH SECOND PLAT, Lot 2 / Case Number: PROP-CD2018-01812

Address: 15863 METCALF AVE SG / Legal Description: 8-14-25 PT SW1/4 BG 60' E & 1229.04' S NW CR SW1/4 E 170' TO NW CR TR A METCALF VILLAGE FIRST PLAT S 235.16' E 410' S 799.91' W 580' N 1035.15' TO POB EX .039 AC IN ST EX .879 AC & EX 2 TRS PLATTED 1.05 AC & 1.1796 AC 8.4214 ACS M/L / Case Number: PROP-CD2018-01814

Address: None / Legal Description: 34-13-24 BG 60' S & 823.63' E NW CR NE1/4 E 773.91' S 386.43' SLY CUR RT 251.98' SW 210.35' NWLY CUR LF 106.53' & 447.61' N 330.87' NW 247.89' TO POB EX 3.5827 AC 7.0261 ACS M/L / Case Number: PROP-CD2018-01818

Address: 9701 METCALF AVE / Legal Description: 5-13-25 N 10 A SW 1/4 NW 1/4 EX W 100' COND FOR HWY & EX N 30' E 145' W 245' 9.286 ACS OPC 805 / Case Number: PROP-CD2018-01816

Address: 9218 SWITZER RD / Legal Description: WESTBROOKE SOUTH LOT 19 BLK 3 OPC-0896 0085 / Case Number: PROP-CD2018-01832

Specific Violation: Tall grass and weeds in excess of 8 inches, and/or uncultivated vegetation in violation of OPMC Chapter 7.20 exists on the property referenced above.

Persons owning or otherwise in control of said properties are hereby required to abate the violation within 10 days from the date of this notice. Failure to comply with this notice will result in the City taking steps to abate the violation. Any abatement costs incurred by the City plus administrative fees will be assessed against the property. Failure to pay such assessment within 30 days of the notice of assessment shall result in the filing of a tax lien against the property, or litigation to recover costs, or both.

Separate from and independent of any abatement actions, the said violations may be subject to prosecution in Overland Park Municipal Court.

Prior to the expiration of the notice period, the owner, Occupant or Agent of the property may request in writing a hearing before a Hearing Officer.

No further notice is required to be given by the City prior to the abatement of any additional violations on the property for 1 year from the date of the notice of violation.

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NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, June 19, 2018.

JOHNSON COUNTY COMMUNITY COLLEGE
12345 College Blvd
Overland Park, KS 66210
(913) 469-3812

Johnson County Community College is accepting proposals for:
STRATEGIC PLANNING, PROGRAM REVIEW, AND ASSESSMENT SOFTWARE, RFP #19-002

Specifications and RFP forms may be obtained on the College's Procurement Portal website: <https://jccc.procurement.com/home> or by contacting the Procurement office at (913) 469-3812. Bids which are received via the Procurement Portal website prior to 2:00 PM on June 27, 2018 will be given consideration. The names of firms submitting bids will be announced publicly on June 27, 2018 at 2:00 PM in room CSB-170, the Procurement Office, located at 12345 College Blvd., Overland Park, KS 66210.

6/19

JOHNSON COUNTY PUBLIC NOTICES

ORDINANCE NO. 3228

First published in The Legal Record, Tuesday, June 19, 2018.

CITY OF SHAWNEE ORDINANCE NO. 3228

AN ORDINANCE GRANTING TO CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC., A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF SHAWNEE, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop Facilities, special access services, lines providing only data services without voice services processed by a telecommunications Local Exchange Service provider or private line service arrangements.
- b. "Access line count" - means the number of Access Lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(2), and amendments thereto, to be used by Grantee in calculating the amount of Access Line Remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access Line Fee, as determined in the City, by the number of Access Lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Shawnee.
- f. "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide Telecommunication Services.
- h. "Grantee" - means Consolidated Communications Enterprise Services, Inc., a competitive telecommunications Local Exchange Service provider providing Local Exchange Service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the Contract Franchise and which are derived from the following: (1) Recurring Local Exchange Service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange Access Line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring Local Exchange Service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) Revenue received by Grantee from resellers or others which use Grantee's Facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications Local Exchange Service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from Gross Receipts. Gross Receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within Gross Receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public Right-of-Way" - means only the area of real property in which the City has a dedicated or acquired Right-of-Way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as Right-of-Way. The term does not include the airwaves above a Right-of-Way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. "Telecommunication services" - means providing the means of 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.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive Contract Franchise to construct, maintain, extend and operate its Facilities, including the right to lease Facilities in whole or in part to affiliates and third parties (provided that Grantee retains ownership of such Facilities), along, across, upon or under any Public Right-of-Way for the purpose of supplying Telecommunication Services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise. Grantee shall not permit any affiliate or third party to physically access the Facilities in the Public Right-of-Way without obtaining a permit from the City.
- b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the Public Right-of-Way, and shall give only the right to occupy the Public Right-of-Way, for the purposes and for the period stated in this Contract Franchise. This Contract Franchise does not:
 - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public Right-of-Way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract Franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

- e. This authority to occupy the Public Right-of-Way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public Right-of-Way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the Public Right-of-Way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City, including without limitation, Chapter 12.06 of the Shawnee Municipal Code regarding the use of the City's Right-of-Way, and Policy Statement No. 27, regarding Development and Service Fees, Surety Requirements, and Insurance Requirements. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Right-of-Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public Right-of-Way.
- c. Grantee shall participate in the Kansas One Call utility location program.
- d. City shall require Grantee to repair all damage to a Public Right-of-Way caused by the activities of Grantee, or of any agent, affiliate, employee, or subcontractor of Grantee, while occupying, installing, repairing or maintaining Facilities in the Public Right-of-Way and to return the Right-of-Way, to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If, after the expiration of a reasonable period, Grantee fails to make the repairs required by the City, the City may affect those repairs and charge Grantee the cost of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a cause of action against Grantee for violation of this subsection and may recover its damages, including reasonable attorney fees, if Grantee is found liable by a court of competent jurisdiction.

All Facilities of Grantee shall be installed and maintained in accordance with all applicable federal, state and local laws, rules, and regulations, including, but not limited to, the City's applicable permit application and construction requirements for attachments to City Facilities, the City's adopted building and electrical codes, and the City's Municipal Code, City regulations and Policy Statements, including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property or private property, (collectively, the "Codes"). Grantee shall, at its own expense, make and maintain its Facilities in safe condition and good repair, in accordance with all Codes and Grantee shall replace, remove, reinforce or repair any defective Facilities.

When the City reasonably believes there is an Emergency or Facilities of Grantee present an immediate threat to the safety of any person, interferes with the performance of the City's service obligations or poses an immediate threat to the physical integrity of City Facilities, the City may perform such work and/or take such action as it deems necessary without first giving written notice to Grantee. As soon as practicable thereafter, the City will advise Grantee of the work performed or the action taken. Grantee shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this Paragraph, and shall indemnify the City from liability for all such work except to the extent of the City's gross negligence or willful misconduct in connection with such liability. An "Emergency" is a condition that in the discretion of the City (i) poses an immediate threat to the safety of any person or the public; (ii) materially or adversely interferes with the performance of City's service obligations; or (iii) poses an immediate threat to the integrity of City's equipment or property.

- e. If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, Grantee promptly shall remove its Facilities from the Public Right-of-Way or shall relocate or adjust its Facilities within the Public Right-of-Way at no cost to the City, providing such request binds all users of such Public Right-of-Way. If removal is required, the City agrees to work with Grantee on an alternative route that will allow Grantee to continue to meet its contractual obligations with its customers. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any written request by the City for such relocation or adjustment, providing the City shall use its best efforts to provide Grantee with a minimum of ninety (90) days advance notice to comply with any such relocation or adjustment. Any damages suffered by the City or its contractors as a result of Grantee's failure to timely relocate or adjust its Facilities shall be borne by Grantee. Grantee shall designate one (1) person within its organization by his/her employment position to whom relocation notices shall be sent and with whom rests the responsibility to facilitate all necessary communications within Grantee's various areas.

Where a project referenced in the preceding paragraph is primarily for private benefit (provided, however, that projects that are a part of a City-created tax increment financing or transportation development district are not considered primarily for private benefit), the City shall require, as a condition of its approval of any request for alteration of the Public Right-of-Way from any private party or parties, that such private party or parties shall reimburse Grantee for the cost of relocation. Grantee understands however that the City has no obligation to collect such reimbursement.

SECTION 4. COMPENSATION TO THE CITY.

In consideration of this Contract Franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract Franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access Line Fee in the following calendar year; provided, such Access Line Fee shall not exceed the maximum Access Line Fee allowed by Statute. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.

- a. Beginning January 1, 2019, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access Line Fee or Gross Receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access Line Fee.
- b. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- c. Upon forty-five (45) days prior written request by the City, but no more than once per quarter, Grantee shall submit to the City a certified statement showing the manner in which the franchise fee was calculated.
- d. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is, in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- e. To verify the correctness of the franchise fees paid by Grantee and Grantee's compliance with this Agreement, the City shall have the right to examine, audit, inspect, review, and/or obtain copies of (collectively, "Audit") at its sole cost and expense, except as set forth in this subsection e, the papers, books, accounts, documents, maps, plans and other records (collectively, the "Records") of Grantee pertaining to all revenue derived by Grantee from the operation of the Telecommunications service during any single year of this contract. Notice of Audit shall be provided by City to Grantee upon no fewer than sixty (60) business days written notice and shall be performed no more often than once per calendar year. Grantee shall fully cooperate in making reasonably available its Records and otherwise assisting in these activities as is necessary for City to reasonably verify the correctness of the franchise fees paid by Grantee in the year subject to Audit. The City may extend the time for the provision of such Records upon a reasonable showing by Grantee that such extension is justified. In the event that such Audit discloses an underpayment by Grantee of more than five percent (5%) between the financial report submitted by the Grantee with a monthly payment and the actual Gross Revenues collected by Grantee that are subject to the franchise fees, as determined by the Audit, and unless Grantee challenges the findings of the Audit, the Grantee agrees to pay the City the costs of such

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Audit; provided, however that (a) the City will not be entitled to reimbursement of such Audit costs more than once in any five (5) year period, and (2) the total reimbursement to the City in any five (5) year period for the Audit costs shall not exceed one hundred fifty percent (150%) of the amount of the discrepancy or actual costs, whichever is less. In the event that such Audit results in a determination that additional franchise fees are due the City, Grantee shall be provided a copy of said Audit and provided thirty (30) days to pay or contest the results of the Audit. Grantee further agrees that, where it is required to remit additional franchise fees as a result of an Audit, it agrees to pay interest as required for late payment on such additional franchise fees computed from the date on which such additional franchise fees were due and payable. In the event that such Audit results in a determination that an overpayment of franchise fees are due back to the Grantee, Grantee shall be provided a copy of said Audit and City provided thirty (30) days to pay or contest the results of the Audit. City further agrees that, where it is required to remit overpayment of franchise fees as a result of an Audit, City agrees to pay interest for overpayment on such overpayment of franchise fees computed from the date on which such overpayment was made.

- f. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. The franchise fee is compensation pursuant to K.S.A. 12-2001(j) and shall in no way be deemed a tax of any kind.
- g. Grantee shall remit an Access Line (franchise) fee or a Gross Receipts (franchise) fee to the City on those Access Lines that have been resold to another telecommunications Local Exchange Service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a franchise ordinance.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

To the extent permitted by K.S.A. 17-1902, Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence or intentional conduct of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Right-of-Way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public Right-of-Way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND

- a. During the term of this Contract Franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:

- (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
- (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract Franchise.

- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred. Evidence of additional insured status shall include verification of any necessary policy endorsement.

- c. Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force. Upon receipt of notice from its insurer(s) Grantee shall provide the City thirty (30) days' prior written notice of cancellation or material change in its insurance coverage. Grantee shall make available to the City on request at Grantee's local office in the City or Grantee's nearest office to the City the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

- d. Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in accordance with City of Shawnee Policy Statement No. 27 and Chapter 12.06 of the Shawnee Municipal Code, payable to the City to ensure the appropriate and timely restoration and performance in the construction and maintenance of Facilities located in the Public Right-of-Way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance. The performance and maintenance bond shall be in one of the following formats:

- (1) A performance and maintenance bond in the City's name for the amount of \$5,000.00, or the value of the restoration, whichever is greater, which shall be conditioned upon the contractor's faithful performance of the provisions, terms, and conditions of the Public Right-of-Way work permit or the street excavation permit, and conditioned against defects in workmanship for a period of 2 years after the date of completion and acceptance. A bond for a single permit may not be used to satisfy the surety requirements for a General Utility Land Disturbance Permit.
- (2) A performance and maintenance bond in the City's name for the amount of \$50,000.00, or the value of the restoration for all Public Right-of-Way work permits and street excavation permits issued, whichever is greater, which shall be automatically renewed annually until the end of the maintenance period for any permit held, conditioned upon the permit holder's faithful performance of the provisions, terms, and conditions of the permit, and conditioned against defects in workmanship for a period of 2 years after the date of completion and acceptance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract Franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this

Contract Franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract Franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances, (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract Franchise) and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract Franchise shall be effective for a term of five (5) years beginning on July 1, 2018. This Agreement can be extended upon mutual consent of the Parties. Thereafter this Contract Franchise will automatically renew for fifteen (15) additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract Franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.
- d. Amendments under this Section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new Contract Franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new Contract Franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:	Grantee:
The City of Shawnee	Consolidated Communications Enterprise Services, Inc.
11110 Johnson Drive Shawnee, Kansas 66203 Attn: City Clerk Fax: 913-631-7351	121 South 17 th St. Mattoon, IL 61938 Attn: Contract Manager Fax: 217-235-3590

or to replacement addresses that may be later designed in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract Franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to any entity controlling, controlled by or under common control with Grantee or to any entity acquiring all or substantially all of Grantee's assets. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Contract Franchise, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract Franchise, which

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JOHNSON COUNTY PUBLIC NOTICES

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acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas, and shall be deemed effective on the date Grantee files acceptance with the City ("Effective Date").

SECTION 15. PAYMENT OF COSTS.

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract Franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract Franchise is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract Franchise.

SECTION 17. FORCE MAJEURE.

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

SECTION 18. PUBLICATION

The City Clerk is hereby directed to publish this Contract Ordinance once in an official newspaper.

PASSED by the Governing Body this 11th day of June, 2018

APPROVED AND SIGNED by the Mayor this 11th day of June, 2018

CITY OF SHAWNEE, KANSAS

By: Michelle Distler, Mayor

ATTEST: Stephen Powell, City Clerk
APPROVED AS TO FORM: M. Ellis Rainey, II, City Attorney

PUBLIC INFORMATION MEETING

First published in The Legal Record, Tuesday, June 19, 2018.

NOTICE OF PUBLIC INFORMATION MEETING

The City of Overland Park, City of Olathe, and Johnson County will be conducting a public information meeting regarding the roadway improvements for 159th Street from Pflumm Rd to Quivira Road.

The public meeting will be held on Wednesday, June 20, 2018, from 5:30 p.m. to 7:30 p.m., in the Commons Space at Timber Creek Elementary School, 16451 Flint St, Overland Park, KS 66221.

Property owners in this area are encouraged to attend as well as other members of the community.

Please contact Brian Scovill, P.E., Senior Civil Engineer, City of Overland Park at (913) 895-6052, if you have any questions about the meeting.

NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, June 19, 2018.

NOTICE OF PUBLIC HEARING BOARD OF ZONING APPEALS CITY OF OVERLAND PARK, KANSAS

Notice is hereby given that the city's Board of Zoning Appeals of Overland Park, Kansas, will hold a public hearing on Tuesday, July 10, 2018, at 7:00 p.m., at City Hall, 8500 Santa Fe Drive, in consideration of the following items to-wit:

BOARD OF ZONING APPEALS - APPL2018-00012 - 4219 Merriam Drive

Legal Description:

Beginning at the northwest corner of Lot 46, east to the northeast corner, southerly to the southeast corner, northwesterly to the point of beginning, Southwest Gardens, a subdivision of land in the City of Overland Park, Johnson County, Kansas.

CMC Properties, LLC, applicant, is requesting a variance from Unified Development Ordinance Section 18.300.030.C, Height and Area Regulations, Minimum Side Yards, to allow the combined side yard setbacks to be less than what is required for a building zoned M-1, Industrial Park District.

VEHICLE AUCTION

First published in The Legal Record, Tuesday, June 19, 2018. UNCLAIMED VEHICLE AUCTION OPEN TO THE PUBLIC Pursuant to K.S.A. 8-1102 and K.S.A. 58-211 the following vehicles will be sold at public auction on Tuesday, July 3, 2018 at 9:00 a.m. unless claimed by the owner and all tow and storage charges are paid in full.

VEHICLES CAN BE INSPECTED AT: LUCAS TOWING 1303 OTT STREET, OLATHE, KS

ALL SALES ARE FINAL WITH NO REFUNDS

TERMS OF AUCTION: All sales are final. No refunds. All sales are "as is" "where is" and there are no guarantees or warranties expressed or implied. The paperwork to obtain a new title will cost \$80.00 per vehicle. There is no guarantee paperwork will obtain a new title for you in your state. Please check with the Department of Motor Vehicles in your state for details. You must agree to all sale disclosures.

- 2007 SUZUKI GSX-R600 JS1GN7DA172114724 NRF
2007 MAZDA 6 1YVHP80C875M03318 NRF
1996 CHEVY CAMARO 2G1FP22K7T2104528 NRF
2006 MERCURY MARINER 4M2YU571X6KJ17787 NRF
2010 NISSAN MAXIMA 1N4AA5AP0AC844037 NRF

1996 FORD RANGER 1FTCR10U0TUB04626 DANIEL MAURICE OHARE AMY ELIZABETH OHARE

2004 DODGE STRATUS 1B3EL36T74N354205 JOE DANIEL GARCIA

2006 FORD FREESTYLE 1FMZK05156GA53632 CHRISTOPHER E BELCHER HEIDI JEAN BELCHER

1992 PONTIAC TRANS SPORT SE 1GMDU06D2NT232858 MACIAS RICARDO LOPEZ 6/19 6/26

VEHICLE AUCTION

First published in The Legal Record, Tuesday, June 19, 2018. Unclaimed Vehicle Auction *OPEN TO THE PUBLIC * INTERNET BIDS ONLY*

Pursuant to K.S.A. 8-1102 and K.S.A. 58-211 the following vehicles will be sold at public auction on Wednesday, June 20, 2018 at 7:00 pm unless claimed by the owner and all tow and storage charges are paid in full. This auction is open to the public at www.TowLot.com.

Pre-bidding begins at noon Wednesday, June 13, 2018 and continues until the live internet sale begins at 7:00 pm Wednesday, June 20, 2018.

Vehicles can be inspected at Pro-Tow L.L.C. 11410 W 89th Street, Overland Park, KS starting Wednesday, June 13 thru Wednesday, June 20 from 9 am to 5 pm weekdays.

Terms of Auction: ALL SALES ARE FINAL NO REFUNDS! ONLY REGISTERED USERS OF www.TowLot.com MAY BID ON VEHICLES. This sale is by internet bid only!

All sales are "AS IS" AND "WHERE IS" there are NO GUARANTEES OR WARRANTIES. Paperwork to obtain title is \$150.00 per vehicle. There is NO GUARANTEE the paperwork we provide will obtain a title for you in your state. Please check with your state for title requirements. You must agree to all sale disclosures and be registered user of www.TowLot.com to qualify as a bidder for this sale.

Table with columns: YR, MAKE, VIN#, LAST KNOWN OWNER. Lists various vehicles for auction including Toyota Celica, Volkswagen Golf, Oldsmobile Calais, etc.

Table with columns: YR, MAKE, VIN#, LAST KNOWN OWNER. Lists vehicles including Chevrolet Cavalier, Dodge Dakota, Dodge Ram Pickup, etc.

Table with columns: YR, MAKE, VIN#, LAST KNOWN OWNER. Lists vehicles including Chevrolet Impala, Ford Taurus, Dodge Grand Caravan, etc.

Table with columns: YR, MAKE, VIN#, LAST KNOWN OWNER. Lists vehicles including Ford Taurus, Dodge Grand Caravan, Ford Focus, etc.

NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, June 19, 2018. CITY OF MISSION HILLS, KANSAS NOTICE OF PUBLIC HEARING ON REVISIONS TO EXISTING ZONING REGULATIONS

Notice is hereby given that the Planning Commission will hold a public hearing to consider proposed amendments to Sections 5-103.129.1, 5-119, 5-132, 5-135, and 5-138 of the Zoning Regulations. The public hearing will be held at City Hall, 6300 State Line Road, Mission Hills, KS 66208, on Wednesday, July 11, 2018, at 5:00 p.m., pursuant to Kansas Statutes Annotated §12-757.

The proposed amendment to the Zoning Regulations should be reviewed to determine all proposed changes and the scope and nature of the changes. Copies are available for review at City Hall, 6300 State Line Road, Mission Hills, KS 66208.

/s/ Jill Clifton Planner

JOHNSON COUNTY PUBLIC NOTICES

ORDINANCE NO. 991

First published in The Legal Record, Tuesday, June 19, 2018.

ORDINANCE NO. 991

AN ORDINANCE AMENDING THE WESTWOOD ZONING CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY SECTION 9 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

WHEREAS, the City of Westwood, Kansas initiated the changes to Section 9 of the Zoning Ordinance regarding electronic signs and other necessary changes to the sign code; and

WHEREAS, a public hearing on the City's request was held before the Planning Commission of the City of Westwood, Kansas, on the 4th day of June 2018; and

WHEREAS, said Planning Commission has recommended that said amendments to the zoning ordinance of the City of Westwood, Kansas, be approved.

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

SECTION ONE: That the zoning ordinance, Section 9 of Chapter 16 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

9.1 Purpose, Definitions, Prohibited Signs

9.1.1 General Regulations

Signs shall be permitted in the various districts in accordance with the following regulations, which shall apply to all signs that are visible from beyond the lot line. Signs not authorized by the provisions of this chapter are not authorized.

9.1.2 Statement of Purposes and Objectives

The Westwood governing body declares that the purpose of this article is to protect, preserve, and promote the health, safety, general welfare, and beauty of the City, by regulating the location, size, placement, physical materials, and illumination of signs. The City further intends to regulate signage in order to promote economic development and protect property values from the effect of visual blight, and to promote the rights of individuals to convey messages through temporary signs, while preventing the unrestricted proliferation of signs, both permanent and temporary. The City finds that certain signs, by their quantity, size, placement, appearance, or other characteristics, can create a hazard to traffic by blocking the view of and distracting motorists and others, particularly with respect to signs in the rights-of-way of the City. The City further finds that the rights of way of the City are subject to ongoing street, sidewalk, and other infrastructure and utility construction and repair, and are subject to digging, excavation, and other construction activities at any time. The City also finds that the rights of way are widely used for such subsurface purposes as fiber optic lines, natural gas lines, and other structures, and placing signs or other structures in the rights-of-way could interfere with or damage such structures. The City finds that the use of the rights of way is also subject to statutory and other legal rights and interests including, but not limited to, use of the rights of way by certain utilities or other providers of goods or services to the public. The City intends to promote the substantial governmental goals of safety and aesthetics, but not to impair protected Constitutional rights, including freedom of speech.

9.1.3 Definitions

Animated Sign: any device such as flashing, blinking, rotating, or moving action intended to attract the attention of the public to an establishment or to a sign.

Awning: a temporary shelter, supported entirely from the exterior wall of a building, and composed of a non-rigid material, except for a rigid, stationary supporting framework.

Back-Lighted Sign: a sign with concealed illumination, which provides backlighting that silhouettes the message.

Banner: a temporary sign printed on fabric or other pliant material.

Billboard: an outdoor freestanding panel or advertising structure which stands over three feet above ground or above grade at its base and which advertises a product or service, relays a message to the public, or carries an advertising message.

Building: a roofed and walled structure.

Building, Multi-Tenanted: a building, or a group of two or more attached buildings under unified control or ownership, housing two or more tenants.
Business Facade: the architectural front of a building, relating to a particular business, lying between the ground level of the pedestrian walkway and the lowest level of the roofline.

Complex: a group of two or more buildings with two or more tenants, developed in a related manner and under unified control and ownership.

Detached Sign: any sign located on the ground or on a structure or support located on the ground and not attached to any building.

Directional Sign: any sign directing traffic to a location or event.

Dissolve: a mode of message transition on an EMC accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.

Electronic Message Center (EMC): A sign that utilizes computer-generated messages or some other electronic means of changing copy including LED, LCD or similar displays.

Externally Illuminated Sign: any sign which is partially or completely illuminated by a light source which is shielded so that the light source is external to the sign and not visible.

Facade: the principal face or front of a building.

Fade: a mode of message transition on an EMC accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Flashing Sign: any sign which is internally or externally illuminated by flashing, flowing, alternating or blinking lights.

Ground Sign: a freestanding sign, not more than five feet in height, supported by uprights, braces, columns, poles, or other vertical members which are not attached to the building.

Height of Sign: the vertical distance, measured from the average grade of the sign foundation or point of sign support to the highest point on the sign. The average grade shall be determined by deriving the average elevation of property extending fifteen feet from all sides of the proposed sign location.

Identification Sign: a sign giving the name and address of a building, business, development or establishment. Such signs may be wholly or partially devoted to a readily recognizable symbol.

Illuminated Channel Cut Letter Signage: Dimensional lettering with internal illumination.

Internally Illuminated Sign: any sign (other than illuminated channel cut letter signage) illuminated by diffused light through a translucent material so that the light source is not directly discernable.

Memorial Sign or Tablet: a sign cut into a masonry or rock surface that is a part of a building, or a bronze, or similar material, tablet inset into such building.

Monument Sign: a freestanding sign made of brick, natural tone materials, concrete, metal, wood, or plastic, which harmonizes with the architecture of the building or complex it serves, and is constructed of materials consistent with the building. The monument sign copy area must be attached in a continuous fashion to a proportionate base. The proportionate base must be continuous and the width of the base must be at least one half of the width of the widest part of the sign.

Nonconforming Sign: any advertising structure or sign which has been erected and maintained prior to such time as it came within the purview of this article and any amendments thereto, and which fails to conform to all applicable regulations and restrictions of this article, or a non-conforming sign for which a special use permit has been issued.

Off-Site Sign: any sign which directs the attention of the public to any goods, merchandise, property (real or

personal), business, service, entertainment, or amusement conducted, produced, bought, sold, furnished, or offered on any premises other than where the sign is located.

Parcel: a tract of land comprised of one or more lots or portions thereof zoned for a single dwelling or for a single business single business development under common ownership.

Permanent Sign: any wall, monument or other sign that is fixed, lasting, stable, enduring, not subject to change, and generally opposed to temporary, but not always meaning perpetual.

Pole Mounted Banner Sign: A temporary sign printed on fabric or other pliant material, mounted to a street light or utility pole, typically within the city right of way.

Pole Sign: a freestanding sign, more than five feet in height, supported by uprights, columns, poles, or other vertical members which are not attached to a building.

Portable Sign: any sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to an A-frame or sandwich frame sign, balloons or other gas or air-filled objects used as commercial signs; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

Projecting Sign: any sign extending more than one foot from the face of the building to which it is attached.

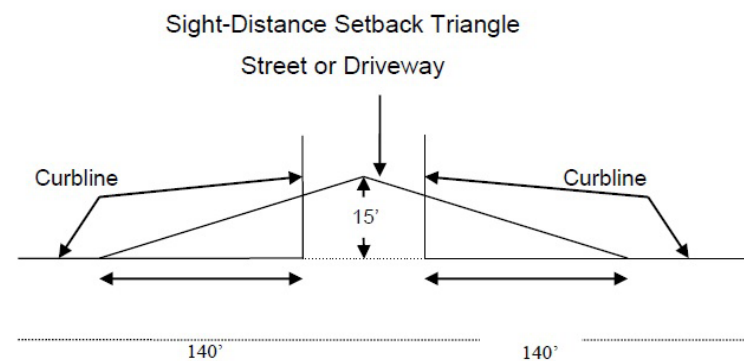
Public Right-of-way: the area on, below, or above public streets, alleys, bridges, and parkways, and the area immediately adjacent thereto, that is, the dedicated roadway area.

Roof: the cover of a building including roofing and all other materials and construction (such as supporting members) necessary to carry and maintain it on the walls or uprights.

Roof Sign: any sign constructed and maintained partially or wholly upon or over the roof eave of a building, or the eave of a false roof.

Scroll: a mode of message transition on an EMC where the message appears to move across the display surface.

Sight Distance Triangle: the two areas of all corner lots within the triangles formed by a short leg 15 feet in length and a long leg 140 feet in length, both distances measured along the curb line or edge of the pavement.



Sign: any posting, board, symbol, or other physical or material device which communicates or functions as an announcement, message, attracting device, declaration, demonstration, display, illustration, identification, description, insignia, symbol, or logo which is used to transmit a message, is used to advertise or promote, or which directs attention to any idea, cause, opinion, business, product, activity, service, place, institution, or person, or which functions as a device for solicitation, or anything on which a message is displayed. A sign includes any supporting structure appurtenant thereto when the same is in public view.

Sign Area Calculation: the entire area within a single continuous perimeter enclosing all elements of a sign that form an integral part of the display including the perimeter border. Signs with more than one face shall be taken as one face only for purposes of determining size area only. Each sign shall have no more than two faces.

Sign Maintenance: the normal care and minor repair necessary to retain a safe, attractive, uniformly lit (if applicable), and finished structure, brackets or surface. Repainting or repairing copy or logo shall be considered maintenance if the information, product or service remains the same and if the sign is to serve the identical establishment using the same business firm name as before the change.

Sign Structure: the supports, uprights, braces and framework of a sign.

Structure: that which is built or constructed; an edifice or building of any kind.

Temporary Sign: any sign that is intended for a temporary period of posting on public or private property, and is typically constructed from nondurable materials, including paper, cardboard, cloth, plastic, and/or wall board, and which may have a plastic, metal, or wooden support, or which does not constitute a structure subject to the City's Building Code or Zoning provisions.

Tenant: one who holds or possesses a house, building, land or tenement by any right or title, whether in fee, for life, for years, at will, or otherwise.

Transition: a visual effect used on an EMC to change from one message to another.

Travel: a mode of message transition on an EMC where the message appears to move horizontally or vertically across the display surface.

Wall Sign: any vertical sign attached flat against the surface of a wall, awning, or facade (other than a false roof facade), of a building, but not projecting horizontally from the vertical surface more than twelve inches or above the vertical surface.

Window Sign: any sign which is displayed in, attached to or applied to the exterior or interior of any transparent glass or acrylic plastic surface that could be considered a window.

9.1.4 Prohibited Signs

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

- A. Animated signs.
- B. Billboards.
- C. Electrically lighted signs that create a nuisance to neighboring property owners and/or the general public. A nuisance is defined as any electrically lighted sign which gives offense to or endangers life or health, causes pollution such as light pollution, obstructs the reasonable and comfortable use and enjoyment of the property of another, interferes with the rights of citizens whether in person, property, or enjoyment of property or comfort, annoys or causes trouble or vexation, is offensive or noxious, or works hurt, inconvenience, or damage. To constitute a nuisance, the interference must be both substantial and unreasonable.
- D. Electronic Message Centers (EMC's) with the exception of installations noted in 9.3.1.E
- E. Flashing or blinking signs, including excessive change in the color of the illumination.
- F. Internally illuminated signs.
- G. Off-site signs.
- H. Pole signs.
- I. Portable signs.
- J. Roof signs.
- J. Any sign attached to a tree, fence, or utility pole except warning signs issued and properly posted by the utility company having ownership or control of said utility pole, and also excepting any signs required by governmental or legal authority.
- K. Any illuminated awnings.

(Ord No. 942)

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9.1.5 Severability

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this ordinance and/or any other code provision and/or laws or ordinances are declared invalid or unconstitutional by a judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the validity of any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this ordinance, including, but not limited to, the prohibitions contained herein, and further including, but not limited to, the prohibition on billboards as contained herein.

9.2 Regulations Applicable to All Districts

9.2.1 Sign Permit

- A. Except as provided herein, or as may be provided by other ordinances or resolutions of the City, it shall be unlawful for any person to erect, install, alter, move or replace any new or existing sign without first obtaining a permit and making payment of the sign permit fee as established in the City fee schedule on file in the City Clerk's Office. A permit is not required for ordinary maintenance and repair of a sign, nor is a permit or fee required to post temporary signs.
- B. Any person desiring to erect a sign for which a permit is required shall submit to the Building Official an application upon a form to be provided by the City that shall contain the following information:
1. Name, address, and telephone number of the applicant;
 2. Location of the building, structure, or lot to which or upon which the sign is to be attached or erected;
 3. Position of the sign in relation to nearby building or structures, streets and sidewalks;
 4. Drawing of the sign, showing elevation or elevations of the sign at a scale of one half inch to the foot, or larger, showing the sign, including structural supports, height to bottom of the sign, as well as material, color, and lighting;
 5. Length of time the sign will be displayed;
 6. Written consent of the owner of the building, structure or land to which or on which the sign is to be erected; and
 7. Such other information as the Building Official shall require showing full compliance with this and all other laws and ordinances of the City.
- C. It shall be the duty of the Building Official, upon filing of an application for a sign permit, to review the application and to conduct such other investigation as is necessary to determine the accuracy of the application and reach a decision within fourteen days of the application being completed and filed with the City. If it shall appear that the applicant has provided the information requested in the application, and that the proposed sign will comply with the ordinances of the City, the Building Official shall forward the sign permit to the Planning Commission for a review of the sign. The Building Official shall record and maintain all documents pertaining to sign permits. Notwithstanding the above, signs may be approved as part of a comprehensive site plan review or otherwise as part of a zoning procedure provided that any such signs meet the criteria set forth herein.
- D. If the Building Official determines that the proposed sign is not in compliance with all requirements of this chapter or any other laws or any other ordinances of the City, the Building Official shall not issue the requested permit, and shall notify the applicant of such denial and the reason therefore within fourteen days of the application being completed and filed with the City.
- E. If the Building Official finds that a sign meets the criteria herein for approval, and is not a type of sign that requires specific planning commission approval, then the Building Official shall issue a permit.
- F. Any applicant aggrieved by a decision of either the Building Official shall be entitled to an appeal to have said decision reviewed by the Governing Body. Said appeal must be taken within thirty days of the decision from which an appeal is taken. The Governing Body shall hear such appeal at the earlier of its next regularly scheduled meeting or the passage of twenty days from the decision from which an appeal is taken.
- G. All rights and privileges acquired under the provisions of the chapter, or any amendments thereto, are revocable at any time by the City for cause, and all such permits shall contain this provision.

9.2.2 Signs Exempt from Permit Requirement

The following signs are exempt from the permit process and are not subject to this ordinance:

- A. Street markers, traffic signs, warning signs, and other appropriate or mandatory signs displayed by the City or other governmental subdivision in the exercise of the police power to assure the public health, safety, and welfare;
- B. Any sign required by the City's Building or Fire Codes or other governmental authority;
- C. Official notice by public officers or employees in the performance of their duties; and
- D. Signs required or specifically authorized by statute or ordinance, or otherwise required by law.

9.2.3 Exceptions to Permit Process

The following types of signs are exempt from permit requirements but must be in conformance with all other requirements of this article:

- A. Temporary signs;
- B. Memorial signs or tablets not in excess of four square feet;
- C. Name plate signs for single-family dwellings; and
- D. In the district zoned for retail sales, temporary window signs which do not exceed ten percent of the area of the window in which the sign is placed.

9.2.4 Traffic Hazards

No sign shall be constructed at the intersection of any street in such a manner as to obstruct the free and clear vision of motorists, or any location where, by reason of the position, shape or color, said sign may interfere with obstruct the view or be confused with any authorized traffic signal or device.

9.2.5 Maintenance and Inspection

All signs now or hereinafter erected shall at all times be kept in good repair and structurally safe. Any sign which may be at any time deemed to be in disrepair or unsafe by the Building Official shall be removed and costs of the removal paid by the owner.

9.2.6 Public Rights of Way

With the exception of City of Westwood pole mounted banner signs, no sign, including any part of a sign or sign structure, shall be located within the public right-of-way, except approved directional and traffic control signs, or except as permitted under the regulations herein. No sign, or sign structure, shall be erected or maintained over, across, or upon any sidewalk or street except as provided herein or otherwise as required or permitted by law.

9.2.7 Temporary Signs

- A. The City enacts this Ordinance to establish reasonable regulations for the posting of informational signs on public and private property. Recognizing that temporary signs, left completely unregulated, can become a threat to public safety as a traffic hazard, and a detriment to property values as an aesthetic nuisance, the City intends to:
1. Protect the rights of all individuals to convey their message through temporary signs and at the same time recognize the right of the public to be protected against the unregulated proliferation of signs;
 2. further the objectives of the City's comprehensive plan;
 3. protect the health, safety, and welfare;
 4. reduce traffic and pedestrian hazards;
 5. protect property values by minimizing the possible adverse effects and visual blight caused by signs;
 6. promote economic development; and
 7. ensure the fair and consistent enforcement of the temporary sign regulations specified hereinafter.
- B. Temporary signs may be posted on property in all zoning districts of the City, subject to the following requirements:
1. The total square footage per parcel for temporary signage in any district, in the aggregate, shall not exceed eighteen square feet, with no individual sign exceeding six square feet. The area of a sign is to be calculated as set forth above
 2. Signs shall not exceed three feet in height measured from the average grade at the base of the sign.
 3. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.
 4. No sign shall be illuminated or painted with light reflecting paint.
 5. A sign shall only be posted with the consent of the property owner or occupant.
 6. A temporary sign may be posted for a period of up to ninety days, at which time the sign shall be removed or replaced.
 7. Signs shall not be posted on trees, utility poles, and other similar structures within the rights of way.
- C. The removal or replacement of temporary signs shall be governed by the following regulations:
1. The person who posted or directed the posting of the sign is responsible for the removal or replacement of that sign.
 2. If the person does not remove or replace the sign in accordance with these regulations, then the property owner or occupant of the building or lot where the sign is posted is responsible for the sign's removal or replacement.
 3. If the Building Official finds that any sign is posted in violation of these regulations on public property, the Building Official is authorized to remove any such signs. If the Building Official finds that any sign

is posted in violation of these restrictions on private property, the Building Official shall give written notice to the person who has posted or directed the posting of the sign. If that person fails to remove or replace the sign so as to comply with the standards herein within 72 hours after such notice, such sign may be removed by the Building Official.

9.2.8 Sign Area Calculations

- A. The area for monument signs shall include the sign panel but not the sign base on which it is mounted or the structural elements or frames that form the perimeter of the panel.
- B. If a wall sign is contained within a panel, the sign area calculation shall be the area of the panel. If the sign consists of individual letter, symbols, or words, either painted or mounted on the wall, the area shall be the smallest rectangular figure that can encompass all of the letters, words, logos, or symbols.

9.2.9 Setback

No sign, except approved directional signs, shall be placed within the required sight-distance setback triangle (see diagram in definitions), unless specifically authorized by the Planning Commission.

9.2.10 Permanent Signs Secured

Permanent signs shall be secured fastened to the ground or to some other substantial supporting structure so that there is virtually no danger that either the sign or the supportive structure may be moved by the wind or other forces of nature and cause injury to persons or property. Sign structures may be required to have a building permit, at the discretion of the Building Official.

9.2.11 Projecting Signs

- A. No sign projecting at right angles from a building wall shall extend over a street, alley, sidewalk, or other property, or within eighteen inches of the curb line or automobile parking area, except for signs over privately owned sidewalks. No projecting sign shall be so constructed that the lowest overhanging part thereof is less than nine feet above the level of any private sidewalk.
- B. Projecting signs shall be securely attached to the building or structure by bolts, anchors and guys or non-corrosive metals or plated metals.

9.2.12 Wall Signs

- A. Any wall sign:
 1. Shall not project or extend more than twelve inches from the face of the wall surface, or eighteen inches above the awning, provided that the awning is at least a minimum of eighteen inches below the parapet.
 2. Shall not exceed twenty square feet in area.
 3. Shall not extend above, below or beyond the wall surface on which mounted.
 4. Must be placed only on flat wall areas where the sign touches the wall surface continuously on all sides.
- B. Wall surfaces shall not be leased for outdoor advertising to persons other than the tenant.

9.2.13 Illuminated Signs

Illuminated signs shall not constitute a traffic hazard. Lighting shall be directed away and shielded from normal traffic view.

9.2.14 Obscene Materials

- Obscene signs, flags, banners, or any sign of any type are prohibited. "Obscene" is defined as any material that:
- A. the average person, applying contemporary community standards, would find that, taken as a whole, appeals to the prurient interest; and
 - B. the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and
 - C. the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

9.2.15 Substitution of Messages

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

9.3 Regulations Applicable to Specific Districts

9.3.1 Residential Districts R-1(A), R-1(B), R-1(C), R-1(D), R-1(E)

The following signs shall be permitted in residential districts:

- A. Non-illuminated temporary signs not requiring a permit, as described in Article 9.2.7, Temporary Signs.
- B. Building address numbers visible from the public right-of-way, shall not exceed 8 inches in height, and/or numbers painted on the curb not to exceed 4 inches in height.
- C. Ground signs for the purpose of guiding pedestrian and vehicular traffic to parking lots shall be permitted, provided that such signs do not identify tenants.
- D. Each church, school, and other public building, single or multi-tenanted, allowed in the residential district, shall be allowed one non-illuminated, or externally illuminated sign, not to exceed 5 feet in height, along the frontage of each public street abutting the property. The copy on the sign may be changed from time to time provided that the structure of the sign is not changed from that approved. Signs in such areas shall be subject to review by the Planning Commission as set forth hereinabove.
 1. Buildings or complexes with less than 100 feet of street frontage shall be restricted to signs not exceeding 20 square feet in area per face, and be limited to two faces per sign.
 2. Buildings with more than 100 feet of street frontage shall not exceed 30 square feet of area per face and be limited to two faces per sign, and one non-illuminated wall sign, not to exceed 15 feet in area.
- E. Churches and Schools allowed in the residential district shall be permitted one Electronic Message Center (EMC). EMC's shall be submitted to the planning commission for specific approval. Details, including siting, materials, size, display brightness (measured at 35' and at the property lines), display type, frequency of message transitions, and method of method transition shall be submitted.
 1. EMC's shall be sited, detailed, and programmed so as not to be a nuisance or hazard to pedestrians, motorists, or neighbors.
 - a. Brightness: Brightness on electronic message boards shall be limited to no more than 0.3 footcandles over ambient lighting conditions when measured at a distance of 35'. EMC's shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions.
 - b. EMC's shall be limited to 0 footcandles over ambient conditions when measured at the property lines.
 2. Permitted EMC's shall be monument signs only. All requirements of monument signs shall apply. The area of the electronic display shall not exceed 12 square feet per face, and be limited to two faces per sign. The total area of the sign shall not exceed 30 square feet per face, and be limited to two faces per sign.
 3. No more than one EMC installation is permitted per property.
 4. On all EMC's, only the static display of messages is permitted with at least 15 seconds between changes in display and no more than 1 second for transitions. Messages shall be changed only through dissolving or fading Transition Methods. No scrolling, travelling, flashing, or animated transitions are allowed
 5. EMC's shall be placed so that the sign face is perpendicular to the street they are addressing. On corner lots, the applicant shall indicate which street the sign will be addressing.
 6. EMC's shall be set back 150 feet from adjacent property lines parallel to the sign face, and 15' feet from the right of way perpendicular to the sign face.

9.3.2 Office and Professional Districts; C-O

The following signs shall be permitted in office and professional districts:

- A. Any sign allowed in the residential districts.
- B. Each building or complex, single or multi-tenanted, shall be allowed one non-illuminated or indirectly illuminated monument sign, not to exceed 5 feet in height, along the frontage of each dedicated public street abutting the property. Such sign shall identify only the name of the building or complex and list the tenant(s) housed therein.
 1. Buildings or complexes with less than 100 feet of street frontage shall be restricted to signs not exceeding 20 square feet in area per face, and be limited to two faces per sign.
 2. Buildings or complexes with more than 100 feet of street frontage shall not exceed 30 square feet area per face and be limited to two faces per sign.
- C. In addition to the monument sign(s), each business or commercial establishment shall be permitted one non-illuminated, illuminated channel cut letter, or indirectly illuminated wall, projecting, or awning sign along the frontage of each dedicated public street abutting the property. The total area of each sign shall not exceed 10 percent of the area of the business facade on which it is placed, and the facade must be continuous with the tenant's gross leasable floor area.
- D. In addition to the wall, projecting, or awning sign referenced above, each business or commercial establishment shall be permitted window signage, the area of which will be calculated against the gross allowable wall

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sign area.

9.3.3 Retail and Business Districts; CP-1, C-1, P-1,

The following signs shall be permitted in retail and business districts:

- A. Any sign allowed in the residential districts and the office and residential districts.
- B. Each building or complex, single or multi-tenanted, shall be allowed one non-illuminated or indirectly illuminated, monument sign, not to exceed 5 feet in height along the frontage of each dedicated public street abutting the property. Such sign shall identify only the name of the building or complex and list the tenant(s) housed therein.
 1. Buildings or complexes with less than 100 feet of street frontage shall be restricted to signs not exceeding 20 square feet in area per face and limited to two faces per sign.
 2. For multi-tenanted retail buildings or complexes, with 8 or more storefronts or tenant spaces, the owner may double the allowable area for one street frontage by either doubling the area of the sign, not to exceed 5 feet in height, or by doubling the number of signs on one street frontage.
- C. In addition to the monument sign(s), each business or commercial establishment shall be permitted one non-illuminated, illuminated channel cut letter, or indirectly illuminated wall, projecting, or awning sign. The total area of each sign shall not exceed 10 percent of the area of the business facade on which it is placed, and the facade must be continuous with the tenant's gross leasable floor area. Business establishments having frontage on more than one dedicated public street may have the aforementioned wall or awning sign on each frontage.
- D. Ground signs specifically for the purpose of guiding and directing vehicular traffic shall be permitted in parking districts.
- E. Notwithstanding any other provisions herein, in any district zoned for retail sales, a tenant or property owner may have an additional temporary sign for cumulative periods not to exceed fourteen days in any calendar year, and such sign shall be no larger than 32 square feet. A no-fee permit shall be required for such additional temporary sign.

9.3.4 Planned Commercial Districts

Signs shown on the approved final development plan or approved amended development plan shall be permitted in planned commercial districts.

9.4 Sign Standards Applicable to New and Existing Multi-Tenanted Office Buildings, Multi-Tenanted Retail Buildings, and Multi-Tenanted Complexes**9.4.1 Site Plan Review**

Nothing in this ordinance is intended to supersede the plan review process provided in the City's ordinances and regulations. The development of consistent graphics to avoid confusion, to comply with health and safety concerns, and to avoid visual clutter and pollution may be considered as part of the plan review process. However, nothing in the plan review shall be construed to override the requirements set forth herein.

9.4.2 Compliance

- A. The standards shall be within the regulations set out by this Ordinance.
- B. Such standards shall run with all leases or sales of portions of the development. The sale, subdivision, or other partition of the site does not exempt the project or portions thereof from complying with these regulations.
- C. With respect to projects which require a plan review, sign permits shall not be issued until after approval of the design standards by the Planning Commission as part of the plan review process. A copy of the approved sign standards shall be kept on file in the Office of the City Clerk for reference in the issuance of sign permits.
- D. The Planning Commission shall follow the additional criteria set forth herein.

9.4.3 Nonconforming Signs

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

9.4.4 Permit Fees

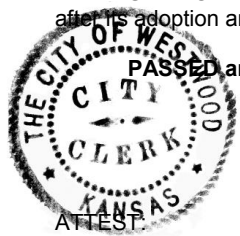
Sign permit fees are calculated as shown on the appropriate fee schedule at the Office of the City Clerk. If any sign is installed or placed on any property prior to receipt of a sign permit, the specified permit fee shall be doubled. However, payment of the doubled permit fee shall not relieve any person of any other requirements or penalties of this section.


9.4.5 Appeal


Any person aggrieved by the terms of this section may seek an appeal before the Governing Body within thirty days of the decision by the City Building Official by which the person is aggrieved. The Governing Body shall meet and decide the appeal at the earlier of its next regularly-scheduled meeting or the passage of twenty days from the appeal being filed, unless the applicant shall request or agree to a continuance of the matter. The status quo shall be maintained during any approval or appeal process.

SECTION TWO: All other ordinances of said City in conflict herewith are hereby amended to conform to the provision of this Ordinance.**SECTION THREE:** This ordinance shall take effect and be in force from and after its adoption and publication as required by law.

PASSED and APPROVED on this 14th day of June, 2018




 John M. Yé, Mayor


 Frederick L. Sherman, City Clerk

APPROVED AS TO FORM:


 Ryan B. Denk, City Attorney