

JOHNSON COUNTY PUBLIC NOTICES

NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, March 13, 2018.
CITY OF SHAWNEE, KANSAS

NOTICE OF PUBLIC HEARING

The City of Shawnee, Kansas (the "City"), will hold a public hearing at 7:00 p.m., or as soon thereafter as possible, on Monday, March 26, 2018, in the City Council Chambers, 11110 Johnson Drive, Shawnee, Kansas, to consider issuance of its Federally Taxable Private Activity Revenue Bonds (ServiceMaster DSI Project) (the "Bonds"), in the principal amount not to exceed \$3,400,000, for the benefit of DSI Holdings Corporation, an Illinois corporation (the "Company"), and to consider the granting of tax exemption incentives to the Company. The proceeds of the proposed Bonds will be applied to finance the costs of acquiring, improving, equipping and furnishing of an approximate 46,326 square foot commercial building including real estate, buildings, improvements and equipment (collectively, the "Project"), to be leased to the Company, and to pay the costs of issuance of the Bonds. The Project is located at 8450 Cole Parkway within the City.

Notice is hereby given, pursuant to K.S.A. 121749d, that the City intends to grant tax exemption incentives to the Company.

A copy of the proposed Resolution to be considered by the City on March 26, 2018, expressing the intent of the Governing Body of the City relating to the financing of the Project is on file in the office of the City Clerk and is available for public inspection during normal business hours. Interested members of the public are invited to attend the public hearing and express their views orally or in writing on the proposed issuance of the Bonds and the granting of tax exemption incentives.

DATED this March 13, 2018.

CITY OF SHAWNEE, KANSAS
 By: /s/ Stephen Powell
 Stephen Powell
 City Clerk

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NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.

NOTICE TO BIDDERS

Sealed proposals will be received by the City Governing Body of Prairie Village, Kansas at the office of the City Clerk, 7700 Mission Road, Prairie Village, Kansas, until **3:00 PM Central Time on April 6, 2018, for Swimming Pool Chemicals.**

All proposals shall be submitted in specially marked sealed envelopes addressed to the City Clerk. At the above stated time and place, all proposals shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the bid documents are available online at www.pykanssas.com or at the Public Works Facility at 3535 Somerset Dr., Prairie Village, KS.

No bid may be withdrawn within a period of thirty (30) days from and after the date fixed for opening bids.

The City reserves the right to reject any or all bids; and to waive any informalities or irregularities therein.

Joyce Hagen Mundy, City Clerk

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VEHICLE AUCTION

First published in The Legal Record, Tuesday, March 6, 2018.
 At Dale's Tow Service, the following vehicles have been impounded by local police departments and property owners, and will be sold at public auction for cash, unless positive proof of ownership is presented and removal and storage charges are paid.

DALES TOW SERVICE 8787 LENEXA DR OVERLAND PARK KS 66214 (913) 782 2289

1997 Nissan Altima
 Vin # 1N4BU31D5VC260597
 OWNER: Mae F Owens 1529 Garfield Ave Kansas City MO 64127
 DRIVER: Derrick Collins 11812 E61st Terr Kansas City MO 64133

2005 Acura TSX
 Vin # JH4CL96815C027881
 Owner: Bret Charles Hohanadel
 Owner: Dylan Hohanadel 8626 W 127th St Overland Park KS 66213
 Leinholder: None
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**To Subscribe to
 The Legal Record,
 Call 913-780-5790**

REQUEST FOR PROPOSALS

First published in The Legal Record, Tuesday, March 6, 2018.
CITY OF LENEXA

**REQUEST FOR PROPOSAL
 FACILITATION OF COMMUNITY VISIONING PROCESS**

SUBMISSION DATE: March 21, 2018 on or before 5:00 p.m. (CST)

SUBMISSION PLACE: Attn: Sean McLaughlin
 City of Lenexa
 17101 West 87 Street Parkway
 Lenexa, Kansas 66219
 smclaughlin@lenexa.com

PROPOSALS RECEIVED AFTER SAID TIME AND DATE SHALL NOT BE CONSIDERED.

Requests for information regarding this RFP should be directed to:

Sean McLaughlin
 City of Lenexa
 17101 West 87 Street Parkway
 Lenexa, KS 66219
 smclaughlin@lenexa.com

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VEHICLE AUCTION

First published in The Legal Record, Tuesday, March 6, 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 Friday, March 16, 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.

Nationwide Transportation of vehicles can be arranged

1995 MERCURY SABLE 1MELM50U6SG660327
 JOHN TAYLOR NOVAK

2000 CHEVROLET MALIBU 1G1ND52J9Y6278703
 LOAN MAX
 KELLY R ALLISON
 ANTHONY LORENZO MONTALBO

2010 HYUNDAI ELANTRA KMHDU4AD9AU162522
 TARA BETH REIFEISS

1999 LEXUS ES JT8BF28G5X0221512
 RETHEA J BUTLER
 ALLEN B BUTLER

1998 DODGE DAKOTA 1B7GL22X3WS715508
 CALEB ANTHONY QUILLEN
 MEL E QUILLEN
 2000 KIA SEPHIA KNAFB121XY5846874 NRF

1988 FORD FLEETWOOD LIMITED 17N430129HW004430 NRF

2001 VW JETTA 3VWVG69M81M087773
 WELLS FARGO SERVICES
 CHASE DALTON MEIREIS

2001 HONDA ACCORD 1HGCG16561A085909
 BRENDA ANN FUCHS
 3/6 3/13

**Visually-Impaired Business
 Professional Seeks Position
 in Kansas City Area**

- Articulate, client-focused, business-minded
- Experienced in access technologies
- Proficient in desktop applications
- Adept using mobile devices and applications
- Competent in public relations, business analysis, and product specifications
- 9 years of post-college experience
- B.S. in Business Administration

If you are interested in this candidate,
 please reply to: emfm@aol.com.

JOHNSON COUNTY PUBLIC NOTICES

NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.

Building Valuation Data (BVD) Adjustment for the City of Lenexa, Kansas
 Annually in the second quarter and without any further Governing Body action, the construction cost table shall be automatically adjusted to reflect the most recent (BVD) Building Valuation Data published by the (ICC) International Code Council. The table was first published in the February 2017 issue of the Building Safety Journal.

These new published rates will become effective April 1, 2018 in the City of Lenexa, Kansas

Minimum Cost Per Square Foot Construction ^{a,b,c}

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	239.41	231.54	226.03	216.67	203.74	197.86	209.82	186.11	179.13
A-1 Assembly, theaters, without stage	219.07	211.20	205.68	196.33	183.65	177.76	189.48	166.01	159.03
A-2 Assembly, nightclubs	188.23	182.77	178.14	170.93	161.13	156.68	164.92	145.88	140.94
A-2 Assembly, restaurants, bars, banquet halls	187.23	181.77	176.14	169.93	159.13	155.68	163.92	143.88	139.94
A-3 Assembly, churches	220.05	212.18	206.66	197.31	185.99	180.11	190.46	168.36	161.38
A-3 Assembly, general, community halls, libraries, museums	185.05	177.18	170.67	162.31	148.58	143.75	155.46	131.00	125.02
A-4 Assembly, arenas	218.07	210.20	203.68	195.33	181.65	176.76	188.48	164.01	158.03
B Business	192.02	185.04	179.30	170.56	155.93	150.11	164.01	137.00	131.05
E Educational	197.52	190.73	185.77	177.32	165.32	156.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	114.08	108.82	102.59	98.59	88.51	84.45	94.44	74.21	69.43
F-2 Factory and industrial, low hazard	113.08	107.82	102.59	97.59	88.51	83.45	93.44	74.21	68.43
H-1 High Hazard, explosives	106.73	101.48	96.25	91.25	82.38	77.32	87.10	68.08	0.00
H234 High Hazard	106.73	101.48	96.25	91.25	82.38	77.32	87.10	68.08	62.30
H-5 HPM	192.02	185.04	179.30	170.56	155.93	150.11	164.01	137.00	131.05
I-1 Institutional, supervised environment	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
I-2 Institutional, hospitals	321.25	314.27	308.52	299.78	284.17	0.00	293.24	265.24	0.00
I-2 Institutional, nursing homes	222.99	216.01	210.27	201.52	187.89	0.00	194.98	168.96	0.00
I-3 Institutional, restrained	218.28	211.30	205.55	196.81	183.43	176.62	190.27	164.50	156.55
I-4 Institutional, day care facilities	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
M Mercantile	140.27	134.81	129.18	122.96	112.68	109.23	116.95	97.44	93.50
R-1 Residential, hotels	193.08	186.60	181.24	173.68	159.89	155.58	173.77	143.39	138.97
R-2 Residential, multiple family	161.95	155.46	150.10	142.54	129.52	125.22	142.64	113.02	108.61
R-3 Residential, one- and two-family	151.10	146.99	143.20	139.61	134.50	130.95	137.27	125.85	118.45
R-4 Residential, care/assisted living facilities	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
S-1 Storage, moderate hazard	105.73	100.48	94.25	90.25	80.38	76.32	86.10	66.08	61.30
S-2 Storage, low hazard	104.73	99.48	94.25	89.25	80.38	75.32	85.10	66.08	60.30
U Utility, miscellaneous	83.66	79.00	74.06	70.37	63.47	59.32	67.24	50.19	47.80

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$21.00 per sq. ft

VEHICLE AUCTION

First published in The Legal Record, Tuesday, March 13, 2018.

The following cars are to be sold at public auction March 15, 2018 at Johnson County Tow, 7932 Foster St, Overland Park, KS 66204, 913-362-8699.

1997 Buick Regal Blue
 2G4WF5214V1440449

1998 Ford Contour Black
 1FAFP6637WK229241

2007 Suzuki Forenza Gray
 KL5JD56Z17K535595

1989 Chevrolet C1500 Red
 1GDCD14K1KE258480

2008 Cadillac STS Beige
 1G6DD67V280143752

2001 Kia Sephia Blue
 KNAFB121615053884

1998 Mercury Grand Marquis Blue
 2MEFM74W0WX619647

1996 Ford F150 Green
 1FTEF15Y6TLB29338

2007 Mazda 3 Black
 JM1BK12FX71639601

2005 Suzuki Forenza Silver
 KL5JJ56Z45K151249

2003 Honda Civic Blue
 1HGEM22583L025697

2011 Ford E150 White
 1FTNE1EL6BDA78990

2002 Volkswagen Golf Gray
 9BWGB61J024031222

2013 Nissan Sentra Silver
 3N1AB7AP4DL711571

2007 Suzuki Forenza Black
 KL5JD56Z17K641884

2003 Chevrolet Malibu Silver
 1G1NE52J83M744218

2001 Ford Escape Blue
 1FMYU03171KF32097

2002 Nissan Sentra Black
 3N1CB51D72L626076

2008 Pontiac G6 Silver
 1G2ZG57N184282577

2004 Hyundai Santa Fe Blue
 KM8SC73E14U796655

2005 Chrysler 300 White
 2C3JA43R75H138984

2005 Saturn Ion Silver
 1G8AJ52F25Z130827

2004 Honda Civic Hybrid Silver
 JHMES96664S011724

1996 Jeep Grand Cherokee Laredo Red
 1J4GZ58S8TC169039

2001 Pontiac Grand Prix Gold
 1G2NF52E13M579141

2012 Chevrolet Cruze Blue
 1G1PF5SC8C7114253

2000 Pontic Grand Am GT Black
 1G2NW52E6YM828301

1998 Mitsubishi Eclipse Red
 4A3AK34Y8WE132562

2002 Hyundai Sonata Blue
 KMHWF25S92A551776

2009 Chevrolet Cobalt Silver
 1G1AT58H497179918

1995 Toyota Corolla Red
 2T1AE04B6SC070225

2002 Ford Focus Red
 1FAFP36362W315481

2002 Ford Windstar White
 2FMDA52452BB35743

2003 Chevrolet Cavalier White
 1G1JC12F937180652

1995 Mazda 626 Maroon
 1YVE22C0S5395140

2009 Pontiac Vibe Silver
 5Y2SP67889Z403039

2005 Ford Escape Red
 1FMYU93105KD27473

2013 Ford Explorer Black
 1FM5K8GT6DGB29271

1997 Nissan Altima Silver
 1N4BU31D4VC233911

2004 Mitsubishi Eclipse White
 4A3AC74H44E122113

JOHNSON COUNTY PUBLIC NOTICES

NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, March 13, 2018.

**NOTICE OF PUBLIC HEARING
REQUEST FOR VACATION**

Notice is hereby given that the Governing Body of the City of Lenexa, Kansas shall meet for the purpose of holding a Public Hearing at City Hall, 17101 W. 87th Street Parkway, Lenexa, Kansas, at 7:00 P.M. on the 17th day of April 2018, to discuss and consider approval of the vacation of public street right-of-way in the City of Lenexa, Johnson County, Kansas.

That vacation of real property is located:

PARCEL #1 The following legal description is from general warranty deed from Licavoli, Withall, & Pratt to the City of Lenexa for public street right of way, as taken from document filed in Vol. 1664, Page 24, dated March 2, 1981. This is shown on the survey as excepted tract 1. It is requested that this property be vacated and released to the current land owner, KWB, LLC.

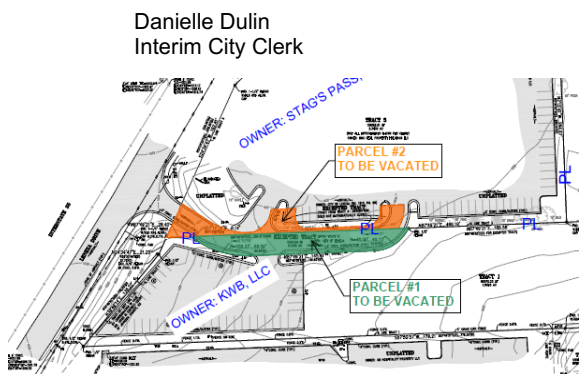
A tract of land for public street right-of-way described as follows: Commencing at the N.E. Corner of the S. ½ of the N.E. ¼ of Section 3, T. 13 S., R. 24 E., Johnson County, Kansas; thence S. 2 Degrees 16 Minutes 16 Seconds E. along the East Line of said N. W. ¼ of Section 3 a distance of 538.00 ft. to a point; thence S. 87 Degrees 49 Minutes 58 Seconds W. a distance of 237.77 ft. to a point; thence S. 2 Degrees 16 Minutes 16 Seconds E. a distance of 265.00 ft. to a point; thence S. 87 Degrees 49 Minutes 58 Seconds W. a distance of 185.58 ft. to the TRUE POINT OF BEGINNING; thence S. 87 Degrees 49 Minutes 58 Seconds W. a distance of 255.21 ft. to a point; thence S. 57 Degrees 13 Minutes 57 Seconds E. a distance of 8.14 ft. to a point; thence in a Southeasterly direction and on a curve to the left having a radius of 109.33 ft., a central angle of 34 Degrees 56 Minutes 06 Seconds, a distance of 66.66 ft. to a point; thence N. 87 Degrees 49 Minutes 58 Seconds E. a distance of 145.65 ft. to a point ; thence in a Northeasterly direction and on a curve to the left having a radius of 46.00 ft., a central angle of 64 Degrees 13 Minutes 43 Seconds, a distance of 51.57 ft. to the POINT OF BEGINNING and containing in all 5,732 sq. ft. or .1315 acres more or less.

PARCEL #2 The following legal description is from general warranty deed from Ferrick to the City of Lenexa for public street right of way, as taken from document filed in Vol. 1910, Page 96, dated April 2, 1982, description "(b)". This is shown on the survey as excepted tract 3. It is requested that this property be vacated and released to the current land owner, Stag's Pass, LLC.

Commencing at the Northeast corner of the South half of the Northeast Quarter of the Northwest Quarter of Section 3, Township 13 South, Range 24 East, Johnson County Kansas; thence South 2 degrees 16 minutes 16 seconds East along the East line of said Northwest Quarter of Section 3, a distance of 538.00 feet to a point; thence South 87 degrees 49 minutes 58 seconds West, a distance of 237.77 feet to a point; thence South 2 degrees 16 minutes 16 seconds East, a distance of 265.00 feet to a point; thence South 87 degrees 49 minutes 58 seconds West, a distance of 185.58 feet to the TRUE POINT OF BEGINNING; thence South 87 degrees 49 minutes 58 seconds West, a distance of 283.59 feet to a point; thence North 24 degrees 34 minutes 21 seconds East, a distance of 42.69 feet to a point; thence South 57 degrees 13 minutes 57 seconds East, a distance of 37.48 feet to a point; thence in a Southeasterly direction and on a curve to the left having a radius of 81.33 feet, a central angle of 34 degrees 56 minutes 06 seconds, distance of 49.59 feet to a point; thence in a Northeasterly direction and on a curve to the left having a radius of 26.98 feet, a central angle of 73 degrees 34 minutes 40 seconds, a distance of 34.65 feet to a point; thence North 14 degrees 15 minutes 17 seconds East, a distance of 6.23 feet to a point; thence North 87 degrees 49 minutes 58 seconds East, a distance of 29.19 feet to a point; thence South 14 degrees 15 minutes 17 seconds West, a distance of 4.13 feet to a point; thence in a Southeasterly direction and on a curve to the left having a radius of 16.66 feet, a central angle of 106 degrees 25 minutes 20 seconds, a distance of 22.28 feet to a point; thence North 87 degrees 49 minutes 53 seconds East, a distance of 74.00 feet to a point; thence in a Northeasterly direction and on a curve to the left having a radius of 18.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a distance of 31.42 feet to a point; thence North 2 degrees 10 minutes 02 seconds West, a distance of 2.00 feet to a point; thence North 87 degrees 49 minutes 58 seconds East, a distance of 28.00 feet to a point; thence South 2 degrees 10 minutes 02 seconds East a distance of 2.00 feet to a point; thence in a Southwesterly direction and on a curve to the right having a radius of 46.00 feet, a central angle of 25 degrees 46 minutes 17 seconds, a distance of 20.69 feet to the point of beginning and containing 1,285 sq. ft. or .0295 acres more or less.

The hearing may be adjourned from time to time and until the Governing Body shall have made findings by either denying or approving, by Ordinance, said petition for vacation of a public highway right-of-way and easement . All persons desiring to be heard with reference to the proposed vacation will be heard at said time.

PUBLICATION DATES:
March 13, 2018
PUBLIC HEARING DATE:
April 17, 2018



NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.
JOHNSON COUNTY COMMUNITY COLLEGE
12345 College Blvd
Overland Park, KS 66210
(913) 469-3812

Johnson County Community College is accepting proposals for:
EMPLOYEE ASSISTANCE PROGRAM (EAP) AND STUDENT ASSISTANCE PROGRAM (SAP) SERVICES, RFP #18-077

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. Proposals which are received via the Procurement Portal website prior to 2:00 P.M. on MARCH 28, 2018 will be given consideration. The names of firms submitting proposals will be announced publicly on MARCH 28, 2018 at 2:00 P.M. in room CSB-170, the Procurement Office, located at 12345 College Blvd., Overland Park, KS 66210. 3/13

CONTINUED FROM PRECEDING PAGE

2010 Toyota Camry
4T1BF3EK9AU102504

2002 Kia Sportage Red
KNDJA723425169249

2001 Nissan Altima Gold
1N4DL01AX1C143883

2003 Lincoln Towncar Gold
1LNHM82W33Y686835

2004 Jeep Grand Cherokee Gold
1J4GW58N44C203918

1998 Ford Taurus Red
1FAPP52U2WG202489
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RESOLUTION NO. 4895

First published in The Legal Record, Tuesday, March 13, 2018.

RESOLUTION NO. 4895

RESOLUTION CALLING FOR A PRE-BUDGET PUBLIC HEARING TO BE HEARD ON MONDAY, APRIL 2, 2018, AT 7:30 P.M., OR AS SOON THEREAFTER AS MAY BE HEARD, ON THE 2019 FISCAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS

WHEREAS, the City of Leawood, Kansas desires to conduct a Pre-Budget Public Hearing on the 2019 Fiscal Budget for the City of Leawood, Kansas; and

WHEREAS, the City directs a public hearing to be held on Monday, April 2, 2018, at 7:30 P.M., and publish notice of same in the official city newspaper.

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

SECTION ONE: That a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood, Kansas, on Monday, April 2, 2018, at 7:30 P.M., or as soon thereafter as may be heard, at the Leawood City Hall, 4800 Town Center Drive, Leawood, Johnson County, Kansas, for the purpose of considering the proposed 2019 Fiscal Budget.

SECTION TWO: That the City Clerk of Leawood, Kansas, shall give notice of the aforesaid public hearing by publication in the official City newspaper, in accordance with K.S.A. § 75-2929, et seq., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

PASSED by the Governing Body this 5th day of March, 2018.

APPROVED by the Mayor this 5th day of March, 2018.

/s/ Peggy J. Dunn
Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

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

APPROVED AS TO FORM:

/s/ Patricia A. Bennett
Patricia A. Bennett, City Attorney

EXHIBIT "A"

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE 2019 FISCAL BUDGET FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Leawood, Kansas, shall meet for the purpose of holding a pre-budget public hearing in the City Council Chambers at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas, at 7:30 P.M., or as soon thereafter as may be heard, on Monday, April 2, 2018 on the 2019 Fiscal Budget for the City of Leawood, Kansas.

The hearing may be adjourned from time to time, as deemed necessary by the Governing Body. All persons desiring to be heard with reference to the 2019 Fiscal Budget will be heard at said time.

DEBRA HARPER, CMC
CITY CLERK

3/13

PUBLIC NOTICE OF AUCTION

First published in The Legal Record, Tuesday, March 13, 2018.

Pursuant to OPMC 2.66.1110, the City of Overland Park, KS is providing public notice that it will electronically auction recovered property and surplus Fire and Police items in the near future. Persons interested in viewing the items and submitting electronic bids may do so by visiting www.PropertyRoom.com

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To Subscribe, Call 913-780-5790

JOHNSON COUNTY PUBLIC NOTICES

ORDINANCE NO. 1490

First published in The Legal Record, Tuesday, March 13, 2018.

ORDINANCE NO. 1490

AN ORDINANCE AMENDING THE REGULATION OF PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF MISSION HILLS, KANSAS PERTAINING TO NOISE DISTURBANCES; AMENDING AND REPEALING EXISTING SECTION 4-114 OF THE CODE OF ORDINANCES OF THE CITY OF MISSION HILLS, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION HILLS, KANSAS:

SECTION 1. Existing Section 4-114 of the Code of Ordinances of the City of Mission Hills, Kansas is hereby amended to read as follows:

5-114. Section 9.16 Added. Section 9.16 is hereby added to the Uniform Public Offense Code and shall read as follows:

Section 9.16. Noise Disturbance.

- (a) **Findings.** The City Council finds that:
 - (1) Excessive sound is a serious hazard to the public health, welfare and safety, and quality of life;
 - (2) A substantial body of science and technology exists by which excessive sound may be substantially abated; and
 - (3) The citizens of the City have a right to and should be ensured an environment free from excessive sound that may jeopardize their health, welfare or safety, or degrade their quality of life.

It is the policy of the City to prevent excessive sound which may jeopardize the health, welfare or safety of its citizens or degrade their quality of life.

- (b) **Definitions.** The following words and phrases when used in this Section 9.16 shall, for the purposes of this Section 9.16, have the meanings respectively prescribed to them in this subsection (b) unless otherwise defined:
 - A-Weighted Sound Level** means the sound pressure level in decibels as measured on a sound level meter using the A-weighted network. The level read is designated dB(A) or dBA.
 - Code Enforcement Officer** means any public servant having both the power and duty to make arrests for violations of the laws of the City, county, and state, and federal law enforcement officers authorized to carry firearms and to make arrests for violations of the laws of the United States, or any other public servant authorized by the City to enforce the Uniform Public Offense Code.
 - dB(A)** means A-weighted sound level measured in decibels by a general purpose, properly calibrated, sound level meter complying with the provisions of the American National Standard Institute.
 - Decibel** means a unit of measurement for sound pressure level at a specified location.
 - Emergency Motor Vehicle** means a motor vehicle belonging to a fire department or certified private volunteer firefighter or firefighting association, partnership or corporation; an ambulance; or a motor vehicle belonging to a federal, state, county or municipal law enforcement agency, provided such vehicle is being used as an emergency vehicle by one authorized to use such vehicle for that purpose.
 - Plainly Audible** means Capable of being heard by a person using his or her unaided hearing faculties of normal acuity. It is not necessary to distinguish words or melodies to be plainly audible. A plainly audible sound may consist of bass alone, and the detection of the bass component of music, including reverberations and/or vibrations, is sufficient to verify plainly audible sound. Measurement standards shall be by the auditory senses, based upon direct line of sight.
 - Property Boundary Line** means the imaginary line including its vertical extension that separates one parcel of real property from another.
 - Sound** means an oscillation in pressure, stress, particle displacement, particle velocity, etc., in a medium with internal forces (e.g., elastic, viscous), or the superposition of such propagated oscillation which evokes an auditory sensation (which, without limiting the foregoing, may consist of bass alone, and the detection of the bass component of music, including reverberations and vibration).
 - Sound Level Meter** means any instrument certified to meet or exceed American National Standard Institute standards which includes an omnidirectional microphone, an amplifier, an output meter and frequency weighting network(s) for the measurement of sound level.
 - Sound Amplification Devices or Similar Equipment** means any radio, radio receiving set, television, phonograph, stereo, tape player, cassette player, compact disc player, "boom box," loudspeaker, drum, juke box, nickelodeon, musical instrument, sound amplifier or other device which produces, reproduces, or amplifies sound.
 - Sound Source Property** means the property which is producing sound or from which sound is emanating.

- (c) **Unlawful to Cause a Noise Disturbance.** It shall be unlawful to make or cause to be made a noise disturbance within the City. A noise disturbance shall include any or all of the following:
 - (1) **Sound Emission Standards and Limitations.** A sound registered on a Sound Level Meter from any source not exempted or otherwise regulated by this Section 9.16 and which, when measured anywhere off of the Sound Source Property, is in excess of the dB(A) established for the time period listed below:

9:00 a.m. to 11:00 p.m.	11:00 p.m. to 9:00 a.m.
60 dB(A)	55 dB(A)

- (2) **Horns or Signal Devices.** The sounding of any horn or signal device of any automobile, taxicab, motorcycle, bus, streetcar or other vehicle, whether or not in motion is a noise disturbance, except when necessary to give warning of threatened collision with another vehicle or with a pedestrian; provided, however, that nothing herein contained shall be deemed to apply to Emergency Motor Vehicles.
- (3) **Sound Amplification or Producing Device or Similar Equipment.** All Sound Amplification or Producing Devices or Similar Equipment shall meet the sound emission standards and limitations set forth in Section 9.16(c)(1), except on Friday, Saturday, and any legal holiday, the hours for the sixty (60) dB(A) limitation are extended from 9:00 a.m. to 12:30 a.m. on the following day.
- (4) **Construction Sound.** All work on any property within the City that produces any noise which is Plainly Audible to any person on any property other than the Sound Source Property and is associated in any manner with the construction, erection, alteration or repair of any structure is a noise disturbance on Sundays; the legal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas; and all other days, except:
 - (A) from 8:00 a.m. to 8:00 p.m. on Monday, Tuesday, Wednesday and Thursday and during such time shall not be subject

- (B) to the dB(A) limits set forth in Section 9.16 (c)(1); from 8:00 a.m. to 6:00 p.m. on Fridays and Saturdays and during such time shall not be subject to the dB(A) limits set forth in Section 9.16 (c)(1); or
- (C) in case of urgent necessity or in the interest of public safety, and then only with a permit from the City Administrator.

(5) **Sound Caused by Operation of Machinery, Equipment or Tools for any Purpose.**

- (A) **Operation of Heavy Machinery, Equipment or Tools.** Except as provided in Section 9.16(c)(5)(B) and (C), the operation of heavy machinery or equipment, which includes, but is not limited to, the running or operation of any tractor, bulldozer, grader, cement mixer, dump truck, pile driver, fork lift, loader, crawler-tractor, pavement breaker, trencher, rotary drill or auger, crane or any other similar large piece of construction machinery, equipment or tool activity of any kind or nature is a noise disturbance if:
 - 1. at any time, it is detrimental to the health, safety or general welfare of the public; or
 - 2. it occurs on Sundays; the legal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas; or any other day between the hours of 6:00 p.m. and 8:00 a.m. the following day; or
 - 3. it occurs on Sundays, the legal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas; or any other day except:
 - a. from 8:00 a.m. to 6:00 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday and during such time shall not be subject to the dB(A) limits set forth in Section 9.16 (c)(1); or
 - b. 8:00 a.m. to 6:00 p.m. on Saturday and during such time shall not be subject to the dB(A) limits set forth in Section 9.16 (c)(1).

(B) **Operation of Certain Lawn Maintenance Machinery.**

- 1. In Land Use District D-1 Restricted Golf Club District established in Section 5-104 of the City Code, machinery used to mow, fertilize or aerate golf course grass or rake sand traps may be operated between sunrise and sunset on any day and during such time shall not be subject to the dB(A) limits set forth in Section 9.16 (c)(1);
- 2. In Land Use District C-1 Church and Public Building District established in Section 5-104 of the City Code, gasoline powered lawn mowers, lawn edging equipment, leaf blowers, weed trimmers and rotary tillers may be operated between 8:00 a.m. and 8:00 p.m. on any day of the week and during such time shall not be subject to the dB(A) limits set forth in Section 9.16 (c)(1); and
- 3. In Land Use District R-1 One-Family and Group Home Dwelling District established in Section 5-104 of the City Code, lawn maintenance equipment, which includes, but is not limited to, gasoline powered lawn mowers, lawn edging equipment, leaf blowers, weed trimmers and rotary tillers with sound levels that exceed eighty-five (85) dB(A) at the source of the sound may only be operated between 8:00 a.m. and 6:00 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, excluding the legal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Lawn maintenance equipment with sound levels of eighty-five (85) dB(A) or less at the source of the sound may be operated between 8:00 a.m. and 8:00 p.m. on any day of the week and shall not be subject to the dB(A) limits set forth in Section 9.16 (c)(1).

(C) **Operation of Certain Mechanical Equipment.**

- The operation or use of mechanical equipment which includes, but is not limited to, pool equipment, air conditioners, generators, Geothermal Heat Pump Systems (as defined in Section 5-103.49.6 of the City Code), fountain pumps, or any other equipment or tools for residential use is a noise disturbance if:
- 1. At any time, it is detrimental to the health, safety, or general welfare of the public; or
 - 2. In Land Use District R-1 One-Family and Group Home Dwelling District established in Section 5-104 of the City Code, it produces sound levels that exceed sixty-five (65) dB(A) at a distance of twenty three feet (23') from the source of the sound, except for equipment used during an emergency, such as a generator. Equipment used during an emergency when working at full capacity shall not exceed seventy (70) dB(A) at a distance of thirty feet (30') from the source of the sound.

(d) **Measurement Techniques.**

- (1) Sound measurements shall be made by the investigating Code Enforcement Officer at the Property Boundary Line of the Sound Source Property. If measurement on private property is not possible or practical, sound measurements may be made at the boundary of the public right-of-way which adjoins the Sound Source Property. Such sound measurements shall be made at a height of approximately four feet (4') from the ground and at a point approximately ten feet (10') away from walls, barriers, obstructions (trees, bushes, etc.) on a Sound Level Meter operated on the A-Weighted Sound Level.
- (2) No individual other than the investigating Code Enforcement Officer shall be within ten feet (10') of the Sound Level Meter during the sample period.
- (3) Sound measurements shall be conducted at that time of day or night when the suspect Sound Source Property is

JOHNSON COUNTY PUBLIC NOTICES

CONTINUED FROM PRECEDING PAGE

- (4) emitting sound.
It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurements.
- (e) **Unlawful to Allow a Noise Disturbance; Responsibility for Abatement.**
- (1) It is unlawful for any person with control, occupancy, or possession of any real property, to allow or permit a person or group of persons to create any noise disturbance or sound in violation of this Section 9.16 on said property.
- (2) The person with control, occupancy, or possession of property, shall be responsible for abatement of noise disturbances or sounds occurring on that property that are in violation of this Section 9.16, and failure to do so shall be a violation of this Section.
- (f) **Exemptions.** The following shall not be considered to be noise disturbances or sounds in violation of this Section 9.16:
- (1) Sound from Emergency Motor Vehicles;
- (2) Sound from vehicles or equipment belonging to the City, state, county, federal government, school or other governmental agencies or utilities engaged in preparing for or remedying a potentially hazardous situation, including, but not limited to, snow-clearing equipment;
- (3) Sound that a person is making or causing to be made when such person has received and maintains a special event permit from the City, which specifically allows sound levels in excess of those set forth in this Section 9.16;
- (4) Transient sounds from moving sources, including automobiles, trucks, airplanes and railroads unless otherwise specified within this Section 9.16;
- (5) Activities hosted by or sanctioned by a governmental agency or school district, such as, but not limited to, sporting events, running events, community festivals;
- (6) Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, school athletic and school entertainment events;
- (7) Outdoor gatherings, public dances, shows and sporting events, and other similar events, provided that a permit has been obtained from the City; and
- (8) The reasonable sounding of bells, chimes, carillon sounds associated with religious worship.
- (g) **Penalty for Noise Disturbance.**
- (1) Violation of any provision of Section 9.16 is a Class C violation.
- (2) As an alternative to prosecution as a criminal offense, any violation of Section 9.16(c)(4) or (5) by general contractors required to have an occupation license from the City shall be subject to a civil penalty and the issuance of a stop work order. The penalty for the first violation during a calendar year shall be five hundred dollars (\$500.00). The penalty for the second violation during a calendar year shall be one thousand dollars (\$1,000.00). The penalty for the third violation during a calendar year shall be two thousand dollars (\$2,000.00) and revocation of the occupation license for the remainder of the calendar year. All such violations shall be the responsibility of the general contractor having overall charge of the construction project, and the general contractor shall be liable for the civil penalties and occupation license revocation even if the noise is made by a subcontractor. If a stop work order is issued for any violation, no further work shall be done until the penalty has been paid. Continued work after a stop work order has been issued is a Class C violation.

SECTION 2. Existing Section 4-114 of the Code of Ordinances of the City of Mission Hills, Kansas is hereby repealed.

SECTION 3. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 12th day of February, 2018. **APPROVED** by the Mayor.

/s/ David W. Dickey
David W. Dickey, Mayor

ATTEST:
/s/ Nicole Shoemaker
Nicole Shoemaker, City Clerk

APPROVED AS TO FORM:
/s/ Anna M. Krstulic
Anna M. Krstulic, City Attorney
3/13

NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.

NOTICE TO BIDDERS

Sealed proposals will be received by the City Governing Body of Prairie Village, Kansas at the office of the City Clerk, 7700 Mission Road, Prairie Village, Kansas, until **3:00 PM Central Time on April 6, 2018, for Highway Rock Salt & Alternate Bulk Deicer.**

All proposals shall be submitted in specially marked sealed envelopes addressed to the City Clerk. At the above stated time and place, all proposals shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the bid documents are available online at www.pvkansas.com or at the Public Works Facility at 3535 Somerset Dr., Prairie Village, KS.

No bid may be withdrawn within a period of thirty (30) days from and after the date fixed for opening bids.

The City reserves the right to reject any or all bids; and to waive any informalities or irregularities therein.

Joyce Hagen Mundy, City Clerk
3/13

VEHICLE AUCTION

First published in The Legal Record, Tuesday, March 13, 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, March 21, 2018 at 7:30 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, March 14, 2018 and continues until the live internet sale begins at 7:30 pm Wednesday, March 21, 2018.

Vehicles can be inspected at **Pro-Tow L.L.C. 11410 W 89th Street, Overland Park, KS** starting Wednesday, March 14 thru Wednesday, March 21 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.

Nationwide transportation of vehicles can be arranged by Pro-Tow L.L.C. at 913-262-3300.

YR	MAKE	VIN#	LAST KNOWN OWNER
1	1952 PLYMOUTH CRANBROOK BLUE	13049112	
2	1990 Dodge Dakota BLUE	1B7FL26X4LS699143	Erica Martinez
3	1990 Toyota Corolla SILVER	2T1AE94A4LC036703	Erick Rafael Pedroza
4	1993 Toyota Camry GOLD	JT2SK12E6P0111446	Scott A. Johnson or Jill M Wunderlich/Citifinancial Anatoliy Avdeev
5	1994 Chrysler Town & Country BROWN	1C4GH54L2RX366538	
6	1995 Buick Park Avenue GREEN	1G4CW52K5SH655312	
7	1995 Ford Bronco MAROON	1FMEU15H1SLB91696	
8	1996 Mercury Mystique BLUE	1MELM653XTK647407	
9	1996 Toyota Camry	4T1BG12K5TU922877	Micki M. Romano or Cory C. Gummi
10	1998 Chevrolet Blazer RED	1GNDD13W9W2168027	
11	1998 Ford Escort GREEN	3FALP1137WR115247	
12	1998 Ford Escort GREEN	3FAFP1131WR159242	Julie Michelle Laver Patricia A Gentry/ Ford Motor Credit Company Michael Alexander Jackson Cesar C Ochoa Randy J Bohelender Blake James Covington Ashley Annette Jasso-Nieto Kathy Marie Pruitt ROBERT R STEINMETZ Deborah Lynn Fountain/ Paulette Lynn Ceradsky Robert C Thompson Iona Renee Peavy Magali Clemente Zarate Maura Del Carmen Oliva Lisas Ann Herman IstJasmine Jamyra Depriest Davilyn D Dobbs Anna Yasmin Cordova Marquez/ Dewaun Alexander Wilkes Morgan Louise Casares Peggy June Crane
14	1999 Chevrolet Cavalier RED	1G1JC5247X7323254	
15	1999 Chrysler Town & Country WHITE	1C4GP54L3XB899379	
16	1999 Dodge Durango GRAY	1B4HS28Y0XF624694	
17	1999 Ford Escort BLACK	3FAKP1134XR164774	
18	1999 Ford Ranger BLACK	1FTYR14V7XPA60735	
19	1999 Ford Taurus RED	1FAPP53U6XA149234	
20	1999 Honda Civic SILVER	1HGEJ864XLL009004	
21	1999 Pontiac Grand Am RED	1G2NWS52EXM907503	
22	1999 Saturn S Series BLUE	1G8ZN1286XZ334311	
23	2000 Chevrolet Cavalier Black	1G1JC1246Y7448627	
24	2000 Ford Ranger WHITE	1FTYR10CXYP00623	
25	2000 Honda Civic SILVER	1HGEJ8147YL116259	
26	2000 Isuzu Rodeo GOLD	4S2CK58W1Y4312124	
27	2000 Nissan Maxima WHITE	JN1CA31DXYT548405	
28	2001 Chrysler Sebring WHITE	4C3AG52H51E090964	
29	2001 Dodge Neon SILVER	1B3ES46C41D136104	
30	2001 Ford Escort BLACK	3FAFP11311R180908	
31	2001 Ford Ranger BLACK	1FTZR15EX1PB06570	
32	2001 Kia Sportage GOLD	KNDJA723X15082289	
33	2002 Hyundai Sonata SILVER	KMHWF35H92A605698	
34	2002 Pontiac Grand Prix BLACK	1G2WP52K22F242696	
35	2002 Pontiac Grand Prix SILVER	1G2WR52122F293150	
36	2002 Saab 9-3 GRAY	YS3DF78K727003348	
37	2003 Honda Pilot GOLD	2HKYF185X3H617937	
38	2003 Toyota Corolla GOLD	2T1BR32E33C136089	
39	2003 Volkswagen Passat GOLD	WVWRH63B03P449710	
40	2004 Ford Escape WHITE	1FMCU03154KB36703	
41	2004 Kia Optima WHITE	KNAGD128845338523	
42	2004 Kia Optima TAN	KNAGD126445352384	
43	2004 Mercury Mountaineer SILVER	4M2DU86WX4UJ02060	
44	2004 Toyota Camry RED	4T1BE32KX4U344701	
45	2005 Chevrolet TrailBlazer EXT BLACK	1GNES16S556132713	
46	2005 Chevrolet TrailBlazer EXT MAROON	1GNES16S956197874	
47	2005 Dodge Grand Caravan BLUE	2D4GP44L15R218888	
48	2005 Dodge Neon RED	1B3ES56C65D150775	
49	2005 Kia Spectra5 SILVER	KNAFE161555097186	
50	2005 Toyota Camry GRAY	4T1BE32K45U534835	
51	2006 Chevrolet Cobalt BLACK	1G1AK15F967863499	
52	2006 Ford Taurus TAN	1FAPP53UX6A207862	
53	2006 Honda Civic BLACK	2HGFG126X6H575841	
54	2007 Dodge Charger TEAL	2B3KA43G47H603238	
55	2007 Hyundai Elantra BLACK	KMHDDU46D37U077404	
56	2007 Pontiac Grand Prix SILVER	2G2WR554071141825	
57	2008 Chevrolet Aveo5 GRAY	KL1TD66608B252872	
58	2008 Chevrolet Impala RED	2G1WB58N289131006	
59	2008 Pontiac G6 GRAY	1G2ZF57B484180540	
60	2011 Toyota Corolla GOLD	2T1BU4EE3BC709913	
61	2014 Ford Focus SILVER	1FADP3F27EL157432	
62	2017 NEAL MANUFACTURER REEL TRAILER YELLOW	4ADAAD814H1002104	
64	2017 Kia Niro Blue	KNDCB3LC3H5099653	Richard Aaron Ellis/ Kia Motor Finance

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ORDINANCE NO. 2375

First published in The Legal Record, Tuesday, March 13, 2018.
Ordinance No. 2375 Summary

On March 5, 2018, the City of Prairie Village, Kansas adopted Ordinance No. 2375 approving Special Use Permit for the operation of a car wash at 7930 State Line Road, Prairie Village, Kansas. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 7700 Mission Road, Prairie Village, Kansas 66208. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this summary at www.pvkansas.com. This summary certified by Catherine P. Logan, City Attorney, on March 7, 2018. 3/13

BACK ISSUES ARE AVAILABLE
Call us at 913-780-5790 to order

JOHNSON COUNTY PUBLIC NOTICES

ORDINANCE NO. 2879C

First published in The Legal Record, Tuesday, March 13, 2018.

ORDINANCE NO. 2879C

ORDINANCE GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF LEAWOOD, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE AND REPEALING ORDINANCE NO. 2489C

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

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 Leawood.
- 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 MCI Metro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a telecommunications provider providing 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 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. Further, Grantee is hereby granted the right to lease its Facilities in whole or in part to affiliates or third parties, provided that the Grantee maintains ownership of such Facilities. This contract Franchise shall not be construed, in any manner, as relieving lessees of their obligation to obtain a Contract franchise.
- 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 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 non-discriminatory 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. 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, including, but not limited to, the City's Ordinance for Managing the Use and Occupancy of Public Right-of-way, adopted as Ordinance No.1834C, and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. 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 \$2.00 per Access line per month. 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.
- b. Beginning January 1, 2004, 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.
- c. 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.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement, or comparable documents showing the manner in which the franchise fee was calculated.
- e. 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.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- h. 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 under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or 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 contract 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.

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 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.

JOHNSON COUNTY PUBLIC NOTICES

CONTINUED FROM PRECEDING PAGE

Arlington, VA 22201
Attn: General Counsel, Network &
Technology

- 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. Grantee shall provide thirty (30) days' prior written notice of cancellation or material change to its insurance. Grantee shall make available to the City on request and at Grantee's office 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 the amount of \$50,000, payable to the City to ensure the appropriate and timely 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.

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 customer of Grantee and 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 two (2) years from the effective date of this Contract franchise. Thereafter, this Contract franchise will renew for two (2) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least one hundred eighty days (180) 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:

The City of Leawood
4800 Town Center Drive
Leawood, Kansas 66211
Attn: City Clerk
(913) 339-9325 fax

Grantee:

MCImetro Access Transmission
Services d/b/a Verizon Access
Transmission Services
600 Hidden Ridge
Irving, TX 75038
Attn: Franchise Manager

With a copy to (except for invoices):
Verizon Business Services
1320 N. Court House Road, Suite 900

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 a wholly owned parent or subsidiary, or between wholly owned subsidiaries, upon notice to the City.

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 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.

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. REPEAL.

Grantee's prior contract franchise ordinance, as adopted by City Ordinance No. 2489C is hereby repealed.

PASSED by the Governing Body this 5th day of March, 2018.

APPROVED by the Mayor this 5th day of March, 2018.

/s/ Peggy J. Dunn
Peggy J. Dunn, Mayor

ATTEST:

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

APPROVED AS TO FORM:

/s/ Patricia A. Bennett
Patricia A. Bennett, City Attorney
3/13

NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, March 13, 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, April 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 - APPL2018-00006 - 8321 Santa Fe Drive

Legal Description:

Lots 17 and 18, and abandoned railroad right-of-way exempt tract for highway, beginning at the northwest corner, southeasterly 25 feet, northeasterly to a point 23.8 feet southeast of the northeast corner, northwesterly 23.8 feet to the northwest/line, southwesterly 80 feet to the beginning, Mokaw Highlands, a subdivision of land in the City of Overland Park, Johnson County, Kansas.

John Hauk, applicant, is requesting a variance from Unified Development Ordinance Section 18.390.010.A, Accessory Uses and Structures, Intent and Interpretation, to allow accessory uses without a principal use.

BOARD OF ZONING APPEALS - APPL2018-00007 - 6500 West 67th Street

Legal Description:

Lot 2 and the south seven feet of the east 122 feet of Lot 3, Resurvey of Walmer's Second Addition, a subdivision of land in the City of Overland Park, Johnson County, Kansas.

Edward Carnes, applicant, represented by Kara Carlson, is requesting a variance from Unified Development Ordinance Section 18.180.030.D, Height and Area Regulations, Minimum Rear Yard, and Section 18.420.030, Height and Area Exceptions, Yard Exceptions - Platted Setback Lines, to allow a new house to be located in the required rear yard and in front of a platted setback line.

3/13

JOHNSON COUNTY PUBLIC NOTICES

NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, March 13, 2018.

NOTICE OF PUBLIC HEARING CITY PLANNING COMMISSION CITY OF OVERLAND PARK, KANSAS

Notice is hereby given that the City Planning Commission of Overland Park, Kansas, will hold a public hearing Monday, April 9, 2018, at 1:30 p.m., in the City Council Chamber of City Hall, 8500 Santa Fe Drive, in consideration of the following items to-wit:

SPECIAL USE PERMIT - SUP2018-00005 – 6800 West 138th Street

Legal Description:

Lot 16, Corbin Park, 2nd Plat, a subdivision in Overland Park, Johnson County, Kansas.

LTF Club Operations Company, Inc., applicant, is requesting a special use permit to allow a drinking establishment for a three-year period of time. This property is currently zoned CP-2, Planned General Business District.

SPECIAL USE PERMIT - SUP2018-00006 – Vicinity of the southwest corner of 112th and Glenwood Streets

Legal Description:

ALL THAT PART OF THE NW ¼ OF SECTION 17, TOWNSHIP 13, RANGE 25, IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY KENNETH J. DEDRICK, PS-1067 ON THIS 28TH DAY OF FEBRUARY, 2018 AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, IN OVERLAND PLAZA II, A SUBDIVISION OF LAND NOW IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, PER THE PLAT THEREOF RECORDED MAY 1, 1981 IN THE JOHNSON COUNTY RECORDER'S OFFICE IN BOOK 50, PAGE 16, PER DOCUMENT NUMBER 1322507; THENCE NORTH 87° 53' 04" EAST, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 3, OVERLAND PARK PLAZA II, A DISTANCE OF 476.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02° 06' 56" WEST, A DISTANCE OF 296.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 112TH STREET, AS NOW ESTABLISHED; THENCE NORTH 33° 48' 28" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 145.08 FEET; THENCE CONTINUING NORTH 33° 48' 28" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 74.31 FEET; THENCE NORTH 87° 53' 04" EAST, A DISTANCE OF 125.28 FEET; THENCE SOUTH 02° 06' 56" EAST, A DISTANCE OF 473.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 87° 53' 04" WEST ALONG SAID NORTH LINE, A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING. CONTAINS 108,913 SQUARE FEET OR 2.500 ACRE, MORE OR LESS.

MHG Hotels, LLC, applicant, is requesting a special use permit to allow a hotel for an indefinite period of time. This property is currently zoned M-1, Industrial Park District.

SPECIAL USE PERMIT - SUP2018-00007 – Vicinity of the southwest corner of 159th Street and U.S. 69 Highway

Legal Description:

All that part of an unplatted tract of land, lying in the Northwest Quarter of Section 18, Township 14 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northwest Corner of the Northwest Quarter of Section 18, Township 14 South, Range 25 East; thence North 87 degrees 43 minutes 05 seconds East, along the North line of said Northwest Quarter, a distance of 1021.26 feet to a point; thence South 02 degrees 16 minutes 55 seconds East, departing said North line, a distance of 422.14 feet to a point on the East line of Lot 1, Bluhawk Marketplace 1st Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, the POINT OF BEGINNING; thence North 87 degrees 19 minutes 02 seconds East, departing said East line, a distance of 80.38 feet to a point of curvature; thence in an Easterly direction, along a curve to the left, having a radius of 515.00 feet, through a central angle of 8 degrees 59 minutes 08 seconds, an arc distance of 80.77 feet to a point of tangency; thence North 78 degrees 19 minutes 54 seconds East a distance of 193.65 feet to a point of curvature; thence in an Easterly direction, along a curve to the right, having a radius of 485.00 feet, through a central angle of 32 degrees 58 minutes 59 seconds, an arc distance of 279.20 feet to a point of tangency; thence South 68 degrees 41 minutes 07 seconds East a distance of 124.82 feet to a point; thence South 64 degrees 59 minutes 37 seconds East a distance of 562.67 feet to a point of curvature; thence in a Southeasterly and Southerly direction, along a curve to the right, having a radius of 65.00 feet, through a central angle of 64 degrees 59 minutes 37 seconds, an arc distance of 73.73 feet to a point of tangency; thence South 00 degrees 00 minutes 00 seconds East a distance of 451.51 feet to a point of curvature; thence in a Southerly direction, along a curve to the right, having a radius of 165.00 feet, through a central angle of 16 degrees 51 minutes 33 seconds, an arc distance of 48.55 feet to a point on a non-tangent curve; thence North 90 degrees 00 minutes 00 seconds East a distance of 214.73 feet to a point on the West line of US 69 Highway right of way, as established in Book 201404, Page 008391; thence South 00 degrees 10 minutes 54 seconds East, along said West line, a distance of 194.42 feet to a point;

thence South 36 degrees 39 minutes 04 seconds East, continuing along said West line, a distance of 26.25 feet to a point on the West line of US 69 Highway right of way, as established in Volume 169, Page 153; thence South 00 degrees 12 minutes 46 seconds East, along said West line, a distance of 166.91 feet to a point; thence South 89 degrees 47 minutes 14 seconds West, departing said West line, a distance of 216.00 feet to a point; thence North 25 degrees 00 minutes 00 seconds West a distance of 299.00 feet to a point; thence South 65 degrees 00 minutes 00 seconds West a distance of 765.72 feet to a point; thence North 69 degrees 08 minutes 37 seconds West a distance of 449.94 feet to the Northeast corner of Lowell Avenue right of way, as established in Bluhawk Marketplace 5th Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence North 88 degrees 19 minutes 48 seconds West, along the North line of said Lowell Avenue right of way, a distance of 9.50 feet to the Southeast corner of Tract A of said Bluhawk Marketplace 5th Plat; thence North 01 degree 40 minutes 12 seconds East, departing said North line, along the East line of said Tract A, a distance of 10.37 feet to a point of curvature; thence in a Northerly direction, continuing along said East line and along a curve to the left, having a radius of 500.00 feet, through a central angle of 4 degrees 21 minutes 07 seconds, an arc distance of 37.98 feet to a point of tangency; thence North 02 degrees 40 minutes 56 seconds West, continuing along said East line and along the East line of said Lot 1, Bluhawk Marketplace 1st Plat, a distance of 1002.42 feet to a point of curvature; thence in a Northerly direction, continuing along the East line of said Lot 1 and along a curve to the right, having a radius of 299.00 feet, through a central angle of 7 degrees 09 minutes 31 seconds, an arc distance of 37.36 feet to the POINT OF BEGINNING, containing 1,430,164 Square Feet or 32.8320 Acres, more or less.

Price Brothers, applicant, is requesting a special use permit to allow hotels for an indefinite period of time. This property is currently zoned CP-2, Planned General Business District.

REZONING - REZ2018-00003 – 17600 Switzer Road

Legal Description:

The East 839 feet of the North one-half (1/2) of the South one-half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 26, Township 14, Range 24, except the South 66 feet thereof, in Johnson County, Kansas.

Paul Johnson, applicant, is requesting a rezoning to RE, Residential Estates District, to allow a single-family development.

REZONING - REZ2018-00004 – Vicinity of the southwest corner of 151st and Horton Streets

Legal Description:

CP-0
PART OF THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 14, RANGE 25, IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "GREEN MEADOWS (PLAT NO. 2)"; THENCE SOUTH 02 DEGREES 07 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER AND THE WEST LINE OF SAID "GREEN MEADOWS (PLAT NO. 2)", A DISTANCE OF 506.00 FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 9, OF SAID "GREEN MEADOWS (PLAT NO. 2)", SAID POINT ALSO BEING THE NORTHEAST CORNER OF "BLUE VALLEY COMMONS, 2 ND PLAT"; THENCE SOUTH 87 DEGREES 40 MINUTES 18 SECONDS WEST, ALONG THE NORTH LINE OF SAID "BLUE VALLEY COMMONS, 2 ND PLAT" AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 658.36 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 33 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 230.21 FEET; THENCE NORTH 87 DEGREES 40 MINUTES 18 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 482.72 FEET; THENCE NORTH 11 DEGREES 43 MINUTES 09 SECONDS WEST A DISTANCE OF 89.72 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, TANGENT TO THE PREVIOUS COURSE AND HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 23 MINUTES 27 SECONDS AND AN ARC LENGTH OF 57.36 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 42 SECONDS WEST A DISTANCE OF 130.16 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER; THENCE NORTH 87 DEGREES 40 MINUTES 18 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 195.95 TO THE POINT OF BEGINNING AND CONTAINING 4.69 ACRES MORE OR LESS.

CP-1

PART OF THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 14, RANGE 25, IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER; THENCE SOUTH 87 DEGREES 40 MINUTES 18 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 195.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 19 MINUTES 42 SECONDS EAST A DISTANCE OF

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JOHNSON COUNTY PUBLIC NOTICES

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130.16 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, TANGENT TO THE PREVIOUS COURSE AND HAVING A RADIUS OF 350 FEET, A CENTRAL ANGLE OF 09 DEGREES 23 MINUTES 27 SECONDS AND AN ARC LENGTH OF 57.36 FEET; THENCE SOUTH 11 DEGREES 43 MINUTES 09 SECONDS EAST A DISTANCE OF 89.72 FEET; THENCE SOUTH 87 DEGREES 40 MINUTES 18 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 482.72 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 33 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE 275.79 FEET TO A POINT ON THE NORTH LINE OF THE SAID NORTHWEST ONE-QUARTER; THENCE NORTH 87 DEGREES 40 MINUTES 18 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 462.41 TO THE POINT OF BEGINNING AND CONTAINING 2.96 ACRES MORE OR LESS.

Quinn Real Estate Company, applicant, is requesting a rezoning to CP-O, Planned Office Building District, and CP-1, Planned Restricted Business District, to allow office and commercial development.

REZONING - REZ2018-00006 – Vicinity of the northeast corner of 135th Street and Pflumm Road

Legal Description:

TRACT A, CRYSTAL SPRINGS, FIRST PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS;

TOGETHER WITH; ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 24 EAST, IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N 87°57'34" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 1296.03 FEET; THENCE N 2°03'34" W, ALONG THE WEST RIGHT-OF-WAY LINE OF RICHARDS STREET, AS NOW ESTABLISHED, SAID RIGHT-OF-WAY LINE ALSO BEING THE EAST LINE OF LOT 12, SAID CRYSTAL SPRINGS, FIRST PLAT AND THEIR SOUTHERLY EXTENSIONS, A DISTANCE OF 239.99 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND EAST LOT LINE, ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 1070.00 FEET, AN ARC DISTANCE OF 170.71 FEET TO A POINT ON THE EASTERLY PLAT LINE OF SAID CRYSTAL SPRINGS, FIRST PLAT, SAID POINT ALSO BEING THE SOUTHWEST PLAT CORNER OF CRYSTAL SPRINGS, THIRD PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY PLAT LINE OF SAID CRYSTAL SPRINGS, FIRST PLAT FOR THE FOLLOWING FIFTEEN (15) COURSES; THENCE S 78°38'16" W, A DISTANCE OF 116.56 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 65.51 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 106.18 FEET; THENCE S 87°57'34" W, A DISTANCE OF 265.08 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 250.00 FEET, AND ARC DISTANCE OF 196.30 FEET; THENCE N 47°03'09" W, A DISTANCE OF 236.11 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 303.36 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 153.92 FEET; THENCE N 4°50'00" E, A DISTANCE OF 135.40 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE S 79°45'31" E, A DISTANCE OF 165.65 FEET; THENCE N 52°43'06" E, A DISTANCE OF 42.69 FEET; THENCE S 45°25'12" E, A DISTANCE OF 212.47 FEET; THENCE N 72°42'37" E, A DISTANCE OF 194.33 FEET; THENCE N 5°13'21" E, A DISTANCE OF 123.14 FEET TO THE NORTHEAST CORNER OF SAID TRACT A, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 133RD STREET AS NOW ESTABLISHED; THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 133RD STREET ON A CURVE TO THE LEFT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 84°46'39" E AND A RADIUS OF 1350.00 FEET, AN ARC DISTANCE OF 188.69 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID RICHARDS STREET, SAID POINT ALSO BEING ON THE WEST PLAT LINE OF SAID CRYSTAL SPRINGS, THIRD PLAT; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RICHARDS STREET AND THE WEST PLAT LINE OF SAID CRYSTAL SPRINGS, THIRD PLAT FOR THE FOLLOWING FOUR (4) COURSES; THENCE S 4°03'32" E, A DISTANCE OF 160.34 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 880.00 FEET, AN ARC DISTANCE OF 262.85 FEET; THENCE S 21°10'21" E, A DISTANCE OF 150.48 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 1070.00 FEET, AN ARC DISTANCE OF 186.22 FEET TO THE POINT OF BEGINNING CONTAINING 15.1284 ACRES, MORE OR LESS, OF PLATTED AND UNPLATTED LAND.

Davis Development, applicant, is requesting a rezoning to RP-5, Planned Apartment House District, to allow an apartment project.

PRELIMINARY PLAN - INDEPENDENT LIVING HOUSE - PDP2018-00012 – 7011 Hadley Street

Legal Description:

Lot 8, Block 5, Milburn West, a subdivision of land in the City of Overland Park, Johnson County, Kansas.

Shawnee Mission School District, applicant, is requesting approval of a preliminary development plan to allow an educational facility in an existing house. This property is currently zoned R-1, Single-Family Residential District.

3/13

ORDINANCE NO. ZRR-3188

First published in The Legal Record, Tuesday, March 13, 2018.

ORDINANCE NO. ZRR-3188

AN ORDINANCE RELATING TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF OVERLAND PARK, KANSAS; AMENDING AND REPEALING OVERLAND PARK MUNICIPAL CODE SECTION 18.100.049 AND PROVIDING SUBSTITUTE PROVISION THEREFORE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS:

Section 1. Overland Park Municipal Code Section 18.100.049 is hereby amended to read as follows:

18.100.049 Adoption by Reference of the Downtown Form-Based Code; Relationship to Other Provisions of the Code.

- A. There is incorporated by reference, for the purpose of adopting the Downtown Form-Based Code within the City, the Downtown Form-Based Code, Final Draft, dated March 5, 2018,, as prepared by the City of Overland Park, Kansas. Not less than three (3) copies of said Downtown Form-Based Code shall be marked Official Copy as Adopted by Ordinance No. ZRR-3188, to which shall be attached a copy of the ordinance codified herein, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The Municipal Court and all administrative departments of the City charged with the enforcement of the ordinance shall be supplied at the cost of the City such number of official copies of such ordinance as may be deemed expedient.
- B. Where provisions of this adopted code are identified as standards, they shall be considered ordinance requirements, and where they are specifically applicable they shall prevail over any conflicting provisions elsewhere in the Unified Development Ordinance unless otherwise specified. Where provisions of this adopted code are identified as guidelines, those guidelines have been developed to identify quality elements that should be incorporated in downtown projects, and are to be used by applicants, architects, planners, developers, city staff, Planning Commission and Governing Body members to assist them in, where appropriate, designing, reviewing, evaluating, recommending and approving plans for such projects.

Section 2. Existing Overland Park Municipal Code Section 18.100.049 is hereby repealed.

Section 3. This Ordinance shall take effect and be in force as of the date of its passage, approval and publication as provided by law.

PASSED by the City Council this 5th day of March, 2018.

APPROVED by the Mayor this 5th day of March, 2018.

CITY OF OVERLAND PARK, KANSAS

(s) Carl Gerlach
Carl Gerlach, Mayor

(SEAL)

ATTEST:

(s) Elizabeth Kelley
Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:

(s) Stephen B. Horner
Stephen B. Horner, Senior Assistant City Attorney

3/13

JOHNSON COUNTY PUBLIC NOTICES

ORDINANCE NO. Z-3917

First published in The Legal Record, Tuesday, March 13, 2018.

ORDINANCE NO. Z-3917

REZONING NO. 2017-119

AN ORDINANCE RELATING TO ZONING: AMENDING CERTAIN ZONING REGULATIONS SHOWN ON SHEET NO. 39 OF THE ZONING DISTRICT MAP INCORPORATED BY REFERENCE BY OVERLAND PARK MUNICIPAL CODE SECTION 18.150.020; AMENDING OVERLAND PARK MUNICIPAL CODE SECTION 18.150.020, AND REPEALING THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS:

Section 1. Amendment of Zoning District Map. The zoning district boundaries set forth on the Zoning District Map, Sheet No. 39, of the City of Overland Park, Kansas, incorporated by reference in the Overland Park Municipal Code, Section 18.150.020, are hereby amended with respect to the following described real property, to-wit:

Legal Description:

A portion of Lot 10, Block I, PRAIRIE CENTER SUBDIVISION SECOND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, commencing at the Northwest corner of said Lot 10; thence South 02°07'06" East along the West line of said Lot 10, a distance of 84.42 feet to the POINT OF BEGINNING; thence North 87°52'54" East, a distance of 46.50 feet; thence South 02°07'06" East, a distance of 37.84 feet; thence South 37°45'09" East, a distance of 29.51 feet; thence North 52° 14'51" East, a distance of 244.01 feet; thence South 37°45'09" East, a distance of 250.40 feet; thence South 02°02'26" East, a distance of 130.58 feet; thence South 87°57'34" West, a distance of 105.00 feet; thence South 01°54'58" West, a distance of 77.59 feet to the point of curvature, said point also being a point on the South line of said lot 10; thence Westerly along a curve to the right along said South line, having a radius of 682.00 feet, an initial tangent bearing of North 88°05'02" West, a central angle of 09°27'25", and an arc length of 112.57 feet to a point of reverse curvature; thence Westerly along a curve to the left along said South line, having a radius of 718.00 feet, a central angle of 12°59'59", and an arc length of 162.90 feet to a point of reverse curvature; thence Northwesterly along a curve to the right along said South line, having a radius of 25.00 feet, a central angle of 89°30'30", and an arc length of 39.06 feet to a point on the West line of said Lot 10; thence North 02°07'06" West along the West line of said Lot 10, a distance of 269.09 feet to the POINT OF BEGINNING.

The real property hereinabove described shall hereafter be deemed zoned and classified as BP, Business Park District.

The Zoning District Map, Sheet No. 39 is hereby ordered to be changed to reflect such amendment.

Section 2. Stipulations and Conditions. The rezoning granted in Section 1 of this ordinance is hereby made contingent upon the performance and observance of the following regulations, stipulations, conditions, and restrictions, to-wit:

- a. The development shall be in accordance with Exhibit "A" (Site Plan), and Exhibit "B" (Building Elevations), which are filed in the office of the Planning Commission Secretary at City Hall and which are incorporated by reference as if set out in full herein. Provided, subsequent revisions may be made thereto in accordance with the application, notice and other requirements of O.P.M.C. Title 18. In addition, the development shall follow and comply with all regulations and standards of the City of Overland Park, unless specifically exempted by the Governing Body.
b. Development of the site shall be limited to 93,000 square feet.
c. Prior to the issuance of a building permit, the Planning Commission shall approve final development plans.
d. Prior to the issuance of a certificate of occupancy, all roof-top and ground-mounted mechanical equipment shall be screened from view with an architectural treatment that is compatible with the building architecture.
e. A deviation is approved from section 18.290.050.A to allow a smaller than 15-acre piece of property to be zoned BP.
f. Per Section 18.100.075 of the Unified Development Ordinance, prior to the issuance of a building permit, the developer shall submit a payment for unspecified transportation improvements at the City's rate of \$2.379 per square-foot of gross floor area. Based on the previously approved square-footage of 43,700 square feet of non-residential development, the amount will be \$103,962.30.

The funds collected shall be placed in an escrow account set aside for future unspecified transportation planning, design, construction or implementation, and operations in the corridor defined as containing 135th Street and extending north to 127th Street, east to Switzer Road, south to 143rd Street, and west to Pflumm Road. Said work shall be above and beyond that listed in other stipulations to this rezoning.

- g. Concurrent with submittal of construction plans for a site development or building permit, whichever comes first, the developer's engineer shall provide a Final Stormwater Management Study that addresses any outstanding items from the Preliminary Stormwater Management Study and includes any design changes. The study shall be approved prior to the issuance of a permit.

- h. Prior to the issuance of a site development or building permit, whichever comes first, the owner/developer shall submit a stormwater treatment maintenance agreement for review and approval by the Engineering Services Division. The stormwater treatment maintenance agreement shall be submitted to the Engineering Services Division for recording at the Johnson County Department of Records and Tax Administration with the recording fee paid by the owner/developer.
i. Prior to the issuance of a final certificate of occupancy, the owner/developer shall provide a certification of completion and compliance for all constructed stormwater treatment facilities. The owner/developer shall submit a maintenance certification one year after construction is completed, and every two years thereafter. The certification shall be on a form as approved by the Engineering Services Division and shall be performed by a professional engineer licensed in the State of Kansas unless the Director approves other qualified individuals to perform the certification.
j. At the time of final plat or final development plan approval, a landscape architect registered in the State of Kansas shall provide a sealed landscape plan for the applicable stormwater treatment facilities.
k. Prior to the issuance of a final certificate of occupancy, a maintenance surety shall be provided by the owner/developer for the stormwater treatment facilities in accordance with Section 16.210.080.E of the O.P.M.C.
l. Prior to the issuance of a certificate of occupancy, all new private sidewalks shall comply with the City's standard details for private sidewalks and sidewalk ramps, unless waived by the Director of Planning and Development Services (Section 18.130.015).
m. Noncompliant pedestrian routes shall be clearly identified on the plans and comply with the building code.
n. Prior to the issuance of a site development or building permit, whichever comes first, the owner/developer shall submit a covenant to maintain private parking facilities agreement for review and approval by the Engineering Services Division. The covenant to maintain private parking facilities agreement shall be submitted to the Engineering Services Division for recording at the Johnson County Department of Records and Tax Administration with the recording fee paid by the owner/developer.

Section 3. The Zoning District Map for the City of Overland Park, Kansas, is hereby amended by this ordinance, Ordinance No. Z-3917, said amendment being incorporated by reference pursuant to Section 18.150.020 which is amended to read as follows:

18.150.020 Zoning District Map

The boundaries of the zoning districts enumerated in Section 18.150.010 and in Article 7 of the Johnson County, Kansas, Zoning & Subdivision Regulations adopted herein shall be shown on a map officially designated as the Zoning District Map, which map is hereby incorporated by reference. Such "Zoning District Map" shall be marked "official copy of zoning district map incorporated into the zoning regulations by adoption of a zoning ordinance by the Governing Body of the City on the 5th day of March, 2018," and shall be filed in the office of the Director of Planning and Development Services of the City of Overland Park, Kansas, to be open to inspection and available to the public at all reasonable business hours. Ordinances amending the boundaries of zoning districts shall order the "Zoning District Map" to be changed to reflect such amendment, shall amend this Section 18.150.020, and shall reincorporate such "Zoning District Map" as amended.

Section 4. All zoning ordinances or provisions of the City of Overland Park, Kansas, otherwise limiting the use of the above described real property and inconsistent with this ordinance are hereby repealed. Further, Overland Park Municipal Code, Section 18.150.020, is hereby repealed to allow for amendment to the Zoning District Map as set forth hereinabove.

Section 5. Take Effect. This Ordinance shall take effect and be in force as of the date of its passage, approval and publication as provided by law.

PASSED by the City Council this 5th day of March, 2018.

APPROVED by the Mayor this 5th day of March, 2018.

CITY OF OVERLAND PARK, KANSAS

By: (s) Carl Gerlach
Carl Gerlach
Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM:

By: (s) Elizabeth Kelley
Elizabeth Kelley
City Clerk

By: (s) Stephen B. Horner
Stephen B. Horner
Senior Assistant City Attorney

JOHNSON COUNTY PUBLIC NOTICES

CHARTER ORDINANCE NO. NINETY-EIGHT

First published in The Legal Record, Tuesday, March 13, 2018.

CHARTER ORDINANCE NO. NINETY-EIGHT

A CHARTER ORDINANCE EXEMPTING THE CITY OF OVERLAND PARK, KANSAS, FROM THE PROVISIONS OF K.S.A. 79-41a04(d), AND AMENDMENTS THERETO, PERTAINING TO LOCAL ALCOHOLIC LIQUOR FUNDS; AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS CONCERNING THE SAME SUBJECT.

WHEREAS, the City of Overland Park, Kansas, receives funds from the State of Kansas local alcoholic liquor fund pursuant to K.S.A. 79-41a04; and

WHEREAS, the use and expenditure of the funds deposited in the City's special alcohol and drug programs fund is governed by the provisions of K.S.A. 79-41a04(d); and

WHEREAS, the provisions of K.S.A. 79-41a04(d) governing special alcohol and drug program funds have been the subject of differing interpretations, including interpretations limiting the appropriate use of such funds; and

WHEREAS, the Governing Body desires to clarify and amend the possible uses for funds in its special alcohol and drug programs fund to better reflect the priorities and needs of the community as the Governing Body determines.

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

Section 1. The City of Overland Park, Kansas, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to and does exempt itself from and make inapplicable to it the provisions of K.S.A. 79-41a04(d), which is part of an enactment that applies to the City of Overland Park but is not uniformly applicable to all cities.

Section 2. Pursuant to Article 12, Section 5, of the Constitution of the State of Kansas, the Governing Body hereby adopts the following language as substitute and additional provisions for K.S.A. 79-41a04(d):

The City's Chief Financial Officer, upon receipt of any moneys distributed by the State of Kansas pursuant to K.S.A. 79-41a04, and amendments thereto, shall deposit the full amount in the City treasury and shall credit 1/3 of the deposit to the general fund of the City, 1/3 to a special parks and recreation fund in the City treasury and 1/3 to a special alcohol and drug programs fund in the City treasury. Moneys in such special funds shall be under the direction and control of the Governing Body of the City. Moneys in the special parks and recreation fund may be expended only for the purchase, establishment, maintenance or expansion of park and recreational services, programs and facilities. Moneys in the special alcohol and drug programs fund may be expended on such programs, activities, efforts, services, equipment, personnel, and capital expenditures, or a portion thereof, that the Governing Body determines have as a primary purpose, include as a partial element, or will result in one or more of the following:

- (1) Prevention of alcohol and drug abuse, including but not limited to encouraging healthy youth and family development, counseling those affected by substance abuse or domestic violence, providing shelter to victims of substance abuse or domestic violence, and assisting persons with mental health issues;
- (2) Education about alcohol and drug abuse, including but not limited to public information efforts, educating the public and City personnel about alcohol and drug abuse, education related to overdoses and treatment of overdose victims, and supporting research related to alcoholism and drug abuse;
- (3) Alcohol and drug detoxification, including but not limited to helping alcoholics and drug abusers enroll in detoxification programs;
- (4) Intervention in alcohol and drug abuse or for persons who are in danger of becoming alcoholics or drug abusers, including but not limited to law enforcement, prosecution, correction, rehabilitation, and court activities and programs, or portions thereof, that are related to alcohol or drugs, persons who abuse alcohol or drugs, or persons in danger of becoming alcoholics or drug abusers; and
- (5) Treatment of persons who abuse alcohol or drugs or persons who are in danger of becoming alcoholics or drug abusers, including but not limited to screening and evaluation, case management and counseling, community-based recovery services during and after treatment to sustain treatment and recovery, providing and coordinating services needed to successfully complete recovery and reintegration, and assistance with supportive services such as travel to detoxification, treatment, or evaluation.

Moneys in the special alcohol and drug programs fund may also be expended on the administrative costs of any City personnel, independent contractor, or alcohol and drug advisory committee that reviews applications to receive funds from the City's special alcohol and drug programs fund, makes recommendations to the Governing Body concerning the award of such funds, or monitors the expenditure of such funds.

In determining compliance with the provisions of this Ordinance, the appropriation of funds by the Governing Body for programs, activities, efforts, services, equipment, personnel, capital expenditures, and other costs shall be conclusive of compliance with provisions of this Ordinance and separate findings shall not be required.

Section 3. This Ordinance shall be published once each week for two consecutive weeks in an official City Newspaper.

Section 4. THIS IS A CHARTER ORDINANCE AND SHALL TAKE EFFECT 61 DAYS AFTER FINAL PUBLICATION UNLESS WITHIN 60 DAYS OF ITS FINAL PUBLICATION A PETITION SIGNED BY A NUMBER OF ELECTORS OF THE CITY OF OVERLAND PARK EQUAL TO NOT LESS THAN TEN PERCENT OF THE NUMBER OF

ELECTORS WHO VOTED AT THE LAST PRECEDING REGULAR CITY ELECTION SHALL BE FILED IN THE OFFICE OF THE CITY CLERK OF OVERLAND PARK DEMANDING AN ELECTION ON THE CHARTER ORDINANCE, IN WHICH CASE THE CHARTER ORDINANCE SHALL BECOME EFFECTIVE ONLY IF AND WHEN APPROVED BY A MAJORITY OF THE ELECTORS VOTING THEREON.

PASSED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, the 5th day of March, 2018.

CITY OF OVERLAND PARK, KANSAS

(s) Carl Gerlach
Carl Gerlach, Mayor

ATTEST:

(s) Elizabeth Kelley
Elizabeth Kelley
City Clerk

APPROVED AS TO FORM:

(s) Michael Koss
Michael Koss
Assistant City Attorney II

3/13 3/20

NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.

NOTICE TO BIDDERS

CITY OF PRAIRIE VILLAGE, KANSAS

**P5000/P5038
2018 CRACK SEAL/MICRO SURFACE PROGRAM**

Sealed bids will be received by the City Governing Body of Prairie Village, Kansas at the office of City Clerk at the City Hall, 7700 Mission Road, Prairie Village, Kansas, until **3:00 p.m. (CST) on APRIL 6, 2018**. All bids shall be submitted in the provided envelope stamped "Bid", sealed and addressed to the City Clerk, and marked

**P5000/P5038
2018 CRACK SEAL/MICRO SURFACE PROGRAM.**

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.

The project includes, but not limited to,

crack sealing, micro surfacing (Type II) and all related items.

Approximate quantities are:

Crack Seal: 50,000 lbs
Micro Surface (Type II): 95,000 sq yds

All equipment, material and workmanship must be in accordance with the Bid Documents, Plans, Project Manual and Contract Documents on file with the City Clerk, Prairie Village, Kansas. Copies of the Bid Documents, Plans, Project Manual, and Contract Documents may be obtained at no cost from the City of Prairie Village Public Works Department at www.pvkansas.com.

Non-resident corporations that are not already registered with the Kansas Secretary of State and all non-resident 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), the foreign contractor shall file with the Director of Revenue an acceptable bond for ten percent (10%) of the contract.

CITY OF PRAIRIE VILLAGE
JOYCE HAGEN-MUNDY, CITY CLERK

3/13

NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, March 13, 2018.

NOTICE OF PUBLIC HEARING

**Planning Commission
City of Westwood, Kansas**
Notice is hereby given that the Planning Commission of Westwood, Kansas will hold a public hearing Monday, April 2, 2018 at 7:00 p.m. or as soon after at City Hall Council Chambers, 4700 Rainbow Blvd. in consideration of **Capital Improvement Plan - City of Westwood 2018 - 2023**

/s/ Frederick L. Sherman, CAO/City Clerk
3/13

JOHNSON COUNTY PUBLIC NOTICES

ORDINANCE NO. Z-3918

First published in The Legal Record, Tuesday, March 13, 2018.

ORDINANCE NO. Z-3918

SPECIAL USE PERMIT NO. 2017-124

AN ORDINANCE RELATING TO ZONING: AUTHORIZING A SPECIAL USE PERMIT FOR CERTAIN PROPERTY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to regulations set forth in the Overland Park Municipal Code, Section 18.370, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property, to-wit:

Legal Description:

Lots 16, 17A and 18 and the south 1/2 of Lot 8, Block 1, Overland Park, a subdivision of land in the City of Overland Park, Johnson County, Kansas.

Section 2. That the real property hereinabove described shall hereafter allow a temporary structure, expiring on 04-02-2022.

All Zoning Ordinances or Zoning Regulations of the City of Overland Park, Kansas, affecting the use of the real property hereinbefore described which are inconsistent with this ordinance are hereby made inapplicable to the said property for said period of time.

Section 3. Conditions and Stipulations. The special use permit granted in Sections 1 and 2 hereinabove in addition to full compliance with any general provisions contained in Chapter 18.370 of the Overland Park Municipal Code, Unified Development Ordinance, is hereby made contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions, and restrictions, of which the violation of any hereafter enumerated will be a supplementary basis for revocation in addition to those specified in Section 18.370.050, to-wit:

- a. The location of the storage unit should remain in its current location.
b. This special use permit for the storage unit will expire concurrent with the existing special use permit (SUP2011-00043) for the tow lot, on 04-02-2022.
c. A solid screening fence shall be provided around the perimeter of the site. The gates shall be constructed of a solid material.
d. The fence and gates shall be properly maintained and in good condition at all times.

Section 4. Take Effect. This Ordinance shall take effect and be in force as of the date of its passage, approval and publication as provided by law.

PASSED by the City Council this 5th day of March, 2018.

APPROVED by the Mayor this 5th day of March, 2018.

CITY OF OVERLAND PARK, KANSAS

By: (s) Carl Gerlach
Carl Gerlach
Mayor

(SEAL)

ATTEST: APPROVED AS TO FORM:

By: (s) Elizabeth Kelley
Elizabeth Kelley
City Clerk

By: (s) Stephen B. Horner
Stephen B. Horner
Senior Assistant City Attorney

3/13

NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.
JOHNSON COUNTY COMMUNITY COLLEGE
12345 College Blvd
Overland Park, KS 66210
(913) 469-3812

Johnson County Community College is accepting Bids for:
RFP 18-078 JCCC Food Court Renovation. 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. Proposals which are received via the Procurement Portal website prior to 11:30 A.M. on April 10, 2018 will be given consideration. The names of firms submitting proposals will be announced publicly on April 10, 2018 at 11:30 A.M. at the location designated on the bid. There will be a pre-proposal meeting/site tour at 2:00 P.M. March 27, 2018. Pre-proposal meeting will be conducted in the Procurement Services office, room CSB-170, located in the Campus Services Building (CSB) at 12345 College Blvd., Overland Park, KS 66210. Attendance is highly recommended and should include subcontractors.
3/13

VEHICLE AUCTION

First published in The Legal Record, Tuesday, March 13, 2018.

Vehicle public auction Wednesday, April 4, 2018 at 10a.m.
BF Bodyworks Towing and Recovery
Please call with any questions or concerns (913) 764-8555

Table with 4 columns: Year, Make/Model, VIN, and Name. Rows include 1998 FORD EXPLORER, 2003 HONDA CIVIC, 2009 TOYOTA MATRIX, and 1996 COAH.

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NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.

CITY OF ROELAND PARK, KANSAS
On-Call Building Maintenance Electrical Services

NOTICE TO BIDDERS

Sealed bids for 2018-2020 Electrical Services Bid will be received by the City of Roeland Park, at the office of the City Clerk, City Hall, 4600 W. 51st Street, Roeland Park, Kansas 66205, until 10:00 a.m. local time on March 23, 2018. At the time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked "Electrical Services Bid".

Copies of bid documents can be obtained on-line at www.roelandpark.net in their BIDS link. Any questions regarding the bid documents should be directed to Jose Leon, Director of Public Works at 913-722-2600.

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

Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure.

CITY OF ROELAND PARK, KANSAS
KELLEY BOHON, CITY CLERK

3/13

NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.

CITY OF ROELAND PARK, KANSAS
On-Call Building Maintenance HVAC Services

NOTICE TO BIDDERS

Sealed bids for 2018-2020 HVAC Services Bid will be received by the City of Roeland Park, at the office of the City Clerk, City Hall, 4600 W. 51st Street, Roeland Park, Kansas 66205, until 10:00 a.m. local time on March 23, 2018. At the time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked "HVAC Services Bid".

Copies of bid documents can be obtained on-line at www.roelandpark.net in their BIDS link. Any questions regarding the bid documents should be directed to Jose Leon, Director of Public Works at 913-722-2600.

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

Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure.

CITY OF ROELAND PARK, KANSAS
KELLEY BOHON, CITY CLERK

3/13

NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, March 13, 2018.

CITY OF ROELAND PARK, KANSAS
On-Call Building Maintenance Plumbing Services

NOTICE TO BIDDERS

Sealed bids for 2018-2020 Plumbing Services Bid will be received by the City of Roeland Park, at the office of the City Clerk, City Hall, 4600 W. 51st Street, Roeland Park, Kansas 66205, until 10:00 a.m. local time on March 23, 2018. At the time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked "Plumbing Services Bid".

Copies of bid documents can be obtained on-line at www.roelandpark.net in their BIDS link. Any questions regarding the bid documents should be directed to Jose Leon, Director of Public Works at 913-722-2600.

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

Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure.

CITY OF ROELAND PARK, KANSAS
KELLEY BOHON, CITY CLERK

3/13