

SECURITIES AND EXCHANGE COMMISSION

FORM 10-Q/A

Quarterly report pursuant to sections 13 or 15(d) [amend]

Filing Date: **1996-02-08** | Period of Report: **1995-06-30**

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FILER

UTILICORP UNITED INC

CIK: **66960** | IRS No.: **440541877** | State of Incorp.: **DE** | Fiscal Year End: **1231**
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SIC: **4931** Electric & other services combined

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q/A

Amendment No. 1 to
the Quarterly Report
Pursuant to Section
13 or 15(d) of the
Securities Exchange
Act of 1934 on
Form 10-Q For the
Quarter Ended
June 30, 1995

UTILICORP UNITED INC.

(Exact name of registrant as specified in its charter)

DELAWARE

44-0541877

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer
Identification No.)

3000 Commerce Tower, 911 Main, Kansas City, Missouri

64105

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (816) 421-6600

(Former name, former address and former fiscal year,
if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports
required to be filed by Section 13 or 15(d) of the Securities Exchange Act of
1934 during the preceding 12 months (or for such shorter period that the
registrant was required to file such reports), and (2) has been subject to such
filing requirements for the past 90 days.

Yes /X/ No

Indicate the number of shares outstanding of each of the issuer's classes
of common stock, as of the latest practicable date.

Class

Outstanding at August 3, 1995

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Information regarding the condensed consolidated financial statements is set forth on pages 3 through 10.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's discussion and analysis of financial condition and results of operations can be found on pages 11 through 15.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None.

ITEM 2. CHANGES IN SECURITIES

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITIES HOLDERS

See information provided in Item 4 of Part II in the Form 10-Q for the first quarter of 1995.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

Exhibits and reports on Form 8-K can be found on page 16.

Part 1--Financial Information
Item 1--Financial Statements

<TABLE>
<CAPTION>

UTILICORP UNITED INC.
CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

Three Months Ended
June 30

IN MILLIONS, EXCEPT PER SHARE	1995	1994
<S>	<C>	<C>
Sales	\$ 600.8	\$ 516.3
Cost of sales	404.2	329.7
GROSS PROFIT	196.6	186.6
Operating, administrative & maintenance expense	123.8	118.3
Depreciation, depletion & amortization	37.9	36.9
INCOME FROM OPERATIONS	34.9	31.5
Interest expense--long term debt	25.0	21.9
Interest expense--short term debt and other interest, net	5.1	1.5
Equity in earnings of investments and partnerships	(5.8)	(5.0)
Minority interests	0.8	0.7
EARNINGS BEFORE INCOME TAXES	9.9	12.3
INCOME TAXES	2.6	4.9
NET INCOME	7.2	7.4
PREFERENCE DIVIDENDS	0.5	0.8
EARNINGS AVAILABLE FOR COMMON SHARES	\$ 6.7	\$ 6.6
WEIGHED AVERAGE COMMON SHARES OUTSTANDING:		
Primary	45.05	44.38
Fully diluted	45.55	44.38
EARNINGS PER COMMON SHARE:		
Primary	\$.15	\$.15
Fully diluted	.15	.15

</TABLE>

See accompanying notes to condensed consolidated financial statements.

<TABLE>

<CAPTION>

UTILICORP UNITED INC.

CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

Six Months Ended
June 30,

IN MILLIONS, EXCEPT PER SHARE

1995

1994

<S>

<C>

<C>

Sales	\$ 1,327.1	\$ 1,289.7
Cost of sales	894.3	878.9

GROSS PROFIT	432.8	410.8
--------------	-------	-------

Operating, administrative & maintenance expense	240.9	224.0
Depreciation, depletion & amortization	75.4	73.0

INCOME FROM OPERATIONS	116.5	113.8
------------------------	-------	-------

Interest expense--long term debt	49.2	43.9
Interest expense--short term debt		
and other interest, net	9.7	3.0
Equity in earnings of investments and partnerships	(7.9)	(9.1)
Minority interests	1.4	1.6

EARNINGS BEFORE INCOME TAXES	64.1	74.4
------------------------------	------	------

INCOME TAXES	24.7	28.0
--------------	------	------

NET INCOME	39.4	46.4
------------	------	------

PREFERENCE DIVIDENDS	1.0	2.4
----------------------	-----	-----

EARNINGS AVAILABLE FOR COMMON SHARES	\$ 38.4	\$ 44.0
--------------------------------------	---------	---------

WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:

Primary	44.93	43.33
Fully diluted	45.43	43.90

EARNINGS PER COMMON SHARE:

Primary	\$.85	\$	1.02
Fully diluted		.85		1.01

</TABLE>

See accompanying notes to condensed consolidated financial statements.

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UTILICORP UNITED INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

<TABLE>
<CAPTION>

	June 30,	December 31,
	1995	1994
DOLLARS IN MILLIONS		
	(unaudited)	
<S>	<C>	<C>
ASSETS		
UTILITY PLANT IN SERVICE:		
Electric	\$ 1,602.3	\$ 1,578.7
Gas	1,045.2	954.6
.....		
	2,647.5	2,533.3
Less-accumulated depreciation	973.1	923.0
.....		
Net utility plant in service	1,674.4	1,610.3
Construction work in progress	43.8	23.3
.....		
TOTAL UTILITY PLANT, NET	1,718.2	1,633.6
.....		
Non-Regulated Property, Net:		
Energy related	597.1	544.5
Non-regulated generating assets and other	341.9	236.8
.....		
TOTAL NON-REGULATED PROPERTY	939.0	781.3
.....		
Current Assets:		
Cash and cash equivalents	62.6	67.2
Funds on deposit	39.3	44.8
Accounts receivable, net	143.1	144.1
Accrued utility revenues	38.2	71.5
Fuel inventory, at average cost	58.3	95.0
Materials and supplies, at average cost	40.3	39.3
Assets from price risk management		
activities	18.5	--
Prepayments and other	44.3	51.9
.....		

TOTAL CURRENT ASSETS	444.6	513.8
.....		
DEFERRED CHARGES AND ASSETS FROM PRICE RISK MANAGEMENT ACTIVITIES	259.0	182.4
.....		
TOTAL ASSETS	\$ 3,360.8	\$ 3,111.1

CAPITALIZATION AND LIABILITIES		
CAPITALIZATION:		
Common shareholders' equity	\$ 921.9	\$ 906.8
Preference and preferred stock	25.4	25.4
Company-obligated mandatorily redeemable preferred securities of partnership	100.0	-
Long-term debt, net	1,073.7	976.9
.....		
TOTAL CAPITALIZATION	2,121.0	1,909.1
.....		
MINORITY INTERESTS	29.8	28.4
.....		
CURRENT LIABILITIES:		
Current maturities of long-term debt	134.7	138.8
Short-term debt	207.9	182.4
Accounts payable	286.3	340.3
Accrued taxes	4.6	21.0
Accrued interest	23.4	22.1
Liabilities from price risk management activities	34.4	--
Other	69.0	89.0
.....		
TOTAL CURRENT LIABILITIES	760.3	793.6
.....		
DEFERRED CREDITS AND LIABILITIES:		
Deferred income tax liabilities	293.5	279.4
Investment tax credits	20.4	21.0
Liabilities from price risk management activities and other	135.8	79.6
.....		
TOTAL DEFERRED CREDITS AND LIABILITIES	449.7	380.0
.....		
COMMITMENTS AND CONTINGENCIES		
.....		
TOTAL CAPITALIZATION AND LIABILITIES	\$ 3,360.8	\$ 3,111.1

</TABLE>

See accompanying notes to condensed consolidated financial statements.

<TABLE>

<CAPTION>

UTILICORP UNITED INC.

CONDENSED CONSOLIDATED STATEMENTS OF CAPITALIZATION

	June 30, December 31,	
DOLLARS IN MILLIONS EXCEPT PER SHARE	1995	1994
	(unaudited)	
<S>	<C>	<C>
COMMON SHAREHOLDERS' EQUITY:		
Common stock, par value \$1 per share, authorized 100,000,000 shares, outstanding 45,344,229 shares (44,827,135 at December 31, 1994)	\$ 45.3	\$ 44.8
Premium on capital stock	779.6	774.2
Retained earnings	106.1	107.0
Treasury stock, at cost, 227,587 shares at December 31, 1994	-	(6.6)
Currency translation adjustment	(9.1)	(12.6)
TOTAL COMMON SHAREHOLDERS' EQUITY	921.9	906.8
PREFERENCE STOCK, NOT MANDATORILY REDEEMABLE, \$2.05 SERIES, WITHOUT PAR VALUE, AUTHORIZED 10,000,000 SHARES, OUTSTANDING 1,000,000 SHARES	25.0	25.0
PREFERRED STOCK OF SUBSIDIARY, RETRACTABLE	.4	.4
COMPANY-OBLIGATED MANDATORILY REDEEMABLE PREFERRED SECURITIES OF PARTNERSHIP	100.0	-
LONG-TERM DEBT, NET	1,073.7	976.9
TOTAL CAPITALIZATION	\$ 2,121.0	\$ 1,909.1

</TABLE>

See accompanying notes to condensed consolidated financial statements.

UTILICORP UNITED INC.
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(unaudited)

<TABLE>
<CAPTION>

	Three Months Ended June 30,	
DOLLARS IN MILLIONS	1995	1994
<S>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 7.2	\$ 7.4

Adjustments to reconcile net income to net cash provided from operating activities:		
Depreciation, depletion and amortization	36.8	38.8
Net changes in price risk management activities	(2.9)	-
Deferred taxes and investment tax credits	5.7	4.2
Changes in certain current assets and liabilities, net of effects of acquisition:		
Accounts receivable and accrued revenues	84.8	100.6
Accounts receivable sold	(51.3)	(34.0)
Fuel and materials	(3.5)	(19.3)
Accounts payable	(3.6)	(28.8)
Accrued taxes	(47.4)	(8.8)
Other	(24.5)	(9.2)
Changes in other assets and liabilities, net	(17.7)	(2.5)

CASH (USED FOR) PROVIDED FROM OPERATING ACTIVITIES	(16.4)	48.4

CASH FLOWS FROM INVESTING ACTIVITIES:		
Additions to utility plant	(30.4)	(30.0)
Investments in international businesses	(43.2)	-
Investments in non-regulated generating assets	(59.0)	-
Investments in energy related properties	(56.1)	(28.2)
Other	(1.4)	(8.4)

CASH USED FOR INVESTING ACTIVITIES	(190.1)	(66.6)

CASH FLOWS FROM FINANCING ACTIVITIES:		
Issuance of common stock	9.7	0.2
Treasury stock sold	2.3	-
Retirement of preference stock	-	(0.9)
Issuance of Company-obligated mandatorily redeemable preferred securities of partnership	100.0	-
Issuance of long-term debt	104.1	1.4
Retirement of long-term debt	(6.0)	(9.5)
Short-term borrowings (repayments), net	(21.5)	84.9
Cash dividends paid	(20.0)	(19.7)

CASH PROVIDED FROM FINANCING ACTIVITIES	168.6	56.4

Increase (decrease) in cash and cash equivalents	(37.9)	38.2
Cash and cash equivalents at beginning of period	100.5	42.4

CASH AND CASH EQUIVALENTS AT END OF PERIOD	\$ 62.6	\$ 80.6

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the period for -		
Interest, net of amount capitalized"	\$ 39.1	\$ 28.8
Income taxes	7.4	3.5

</TABLE>

See accompanying notes to condensed consolidated financial statements.

UTILICORP UNITED INC.
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(unaudited)

<TABLE>
<CAPTION>

	Six Months Ended June 30,	
DOLLARS IN MILLIONS	1995	1994
<S>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 39.4	\$ 46.4
Adjustments to reconcile net income to net cash provided from operating activities:		
Depreciation, depletion and amortization	73.4	77.0
Net changes in price risk management activities	(1.9)	-
Deferred taxes and investment tax credits	13.5	2.5
Changes in certain current assets and liabilities:		
Accounts receivable and accrued revenues	40.8	83.2
Accounts receivable sold	(6.6)	(3.4)
Fuel and materials	35.7	8.2
Accounts payable	(54.0)	(81.2)
Accrued taxes	(16.4)	13.0
Other	(11.1)	14.9
Changes in other assets and liabilities, net	(5.0)	(25.1)
CASH PROVIDED FROM OPERATING ACTIVITIES	107.8	135.5
CASH FLOWS FROM INVESTMENT ACTIVITIES:		
Additions to utility plant	(50.4)	(51.2)
Purchase of utility operations	(100.9)	-
Investments in international businesses	(43.2)	-
Investment in non-regulated generating assets	(59.0)	(0.7)
Investments in energy related properties	(59.4)	(39.2)
Other	2.8	(16.7)
CASH USED FOR INVESTMENT ACTIVITIES	(310.1)	(107.8)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Issuance of common stock	12.4	0.4
Treasury stock sold	6.6	-
Retirement of preference stock	-	(0.9)
Issuance of Company-obligated mandatorily redeemable preferred securities of partnership	100.0	-
Issuance of long-term debt	104.1	5.9
Retirement of long-term debt	(11.3)	(9.6)
Short-term borrowings (repayments), net	25.6	40.1

Cash dividends paid	(39.7)	(38.9)
CASH PROVIDED FROM (USED FOR) FINANCING ACTIVITIES	197.7	(3.0)
Increase in cash and cash equivalents	(4.6)	24.7
Cash and cash equivalents at beginning of period	67.2	55.9
CASH AND CASH EQUIVALENTS AT END OF PERIOD	\$ 62.6	\$ 80.6
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the period for-		
Interest, net of amount capitalized	\$ 61.9	\$ 46.2
Income taxes	7.4	4.7
Liabilities Assumed In Acquisition -		
Fair value of assets acquired	\$ 114.0	\$ -
Cash paid for acquisition	100.9	-
Liabilities assumed	13.1	-

</TABLE>

See accompanying notes to condensed consolidated financial statements.

UTILICORP UNITED INC.
NOTES TO CONDENSED CONSOLIDATED
FINANCIAL STATEMENTS
(unaudited)

(1) Summary of Significant Accounting Policies: The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with the accounting policies described in the consolidated financial statements and related notes included in the company's 1994 Annual Report to Shareholders incorporated by reference in the company's 1994 Form 10-K. It is suggested that those consolidated financial statements be read in conjunction with this report. The year-end financial statements presented were derived from the company's audited financial statements, but do not include all disclosures required by generally accepted accounting principles. In the opinion of management, the accompanying condensed consolidated financial statements reflect all adjustments necessary for a fair representation of the financial position of the company and the results of its operations. Certain estimates and assumptions that affect reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods shown have been made in preparing the consolidated financial statements. Actual results could differ from these estimates.

(2) Certain reclassifications have been made to prior year amounts to conform to current year's presentation.

(3) On June 5, 1995, the company issued \$100 million of 6.375 percent senior notes due in 2005. Net proceeds of \$99.3 million were used to reduce short-term debt. This debt is the initial securities issued under a \$200 million shelf registration of debt securities.

(4) On June 5, 1995, UtiliCorp Capital L.P., a limited partnership of which the company is the general partner, issued 4,000,000 shares of 8.875 percent Cumulative Monthly Income Preferred Securities, Series A, for \$100 million. The limited partnership interests represented by the preferred securities are redeemable at the option of UtiliCorp Capital, after June 12, 2000, at \$25 per preferred security plus accrued interest and unpaid dividends. Holders of the securities are entitled to receive dividends at an annual rate of 8.875 percent of the liquidation preference value of \$25. Dividends are payable monthly, and in substance are tax deductible by the company. The securities are shown as Company-obligated mandatorily redeemable preferred securities of a partnership on the consolidated balance sheet. The net proceeds were used to reduce short-term debt.

(5) On May 22, 1995, the company purchased a 50 percent ownership interest for \$59 million in cash in a partnership that owns and operates a chemical recovery and cogeneration facility at the James River Corporation's pulp and paper mill in Alabama.

(6) In June 1995, the company was named a Potentially Responsible Party (PRP) at a site where the company legally disposed of automotive waste. The company expects to enter into a de minimis settlement with the Environmental Protection Agency (EPA). The company estimates its liability is less than \$.1 million. The United States EPA also indicated that the company is a PRP at a site where the company legally disposed of PCB, a chemical sometimes used in electric transformers. The company is one of 1,440 other named parties at this site. The company estimates its liability is less than \$.1 million.

(7) See Management's Discussion and Analysis of Financial Condition and Results of Operations on page 11 for information relating to the purchase of United Energy.

(8) Effective January 1, 1995 the company adopted the mark-to-market method of accounting (MTM) for domestic natural gas trading activities. Under MTM, natural gas forwards, futures, swaps, options and other financial instruments are recorded at fair value, net of future servicing costs and reserves, and recognized as revenue upon contract execution in the Condensed Consolidated Statements of Income. The resulting unrealized gains and losses are recorded as Assets and Liabilities from Risk Management Activities in the accompanying Condensed Consolidated Balance Sheets. This change was made to more fairly present the current results of the company's operations related to this business and to recognize that value is created and the earnings process completed when the contractual commitments are finalized.

Current period changes in the assets and liabilities from risk management activities are recognized as revenues in the Condensed Consolidated Statements of Income. The changes in the assets and liabilities primarily result from newly originated transactions, changes in the price of natural gas, the timing of settlements related to these contracts and changes in the various risk reserves. The market prices used to value these transactions reflect management's best estimate of market prices considering various factors including closing exchange and over-the-counter quotations. The risk reserves are established based upon the estimated exposure and costs associated with the company's future commitments including the credit risks of its counterparties, the time value of money, the impact of liquidating the portfolio in an orderly manner over a reasonable period of time under present market conditions and other identifiable contingencies.

The change to MTM did not have a material impact on the results of operations for the quarter ended June 30, 1995. The company previously accounted for this activity on the accrual method of accounting. The company has not shown the pro forma effect of the adoption of MTM on prior periods since the cumulative impact on prior period earnings was immaterial.

The company generally attempts to balance its fixed-price physical and financial purchase and sales contracts both volumetrically and in terms of future timing of the commitments. However, net open positions may exist or are established due to the origination of new transactions and the company's assessment, based upon information gained from its gas marketing activities, of future price movements. As a result, the company is impacted by fluctuating market prices.

The change in accounting method does not impact the company's gas marketing activities in the U.K., its financial instruments associated with its natural gas liquids hedging or electricity brokering. The company enters into futures, forwards, swaps and options in order to hedge purchase and sales commitments, inventories and anticipated production of these products. Changes in the market value of such transactions are deferred until the gain or loss is recognized on the hedged commitment.

UTILICORP UNITED INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL
CONDITION AND RESULTS OF OPERATIONS

UTILICORP UNITED INC. (THE COMPANY) CONTAINS THREE SEGMENTS: ELECTRIC OPERATIONS, GAS OPERATIONS AND ENERGY RELATED BUSINESSES. EACH SEGMENT IS DISCUSSED SEPARATELY IN THE RESULTS OF OPERATIONS SECTION. THE LIQUIDITY AND

OVERVIEW

EMERGING TRENDS

PURCHASE OF UNITED ENERGY

On August 7, 1995, the company as part of a three-company consortium was notified that its proposal to purchase United Energy, an Australian electric distribution utility, from the State of Victoria was accepted. The company's 49.9 percent ownership interest will require a direct cash investment of approximately \$239 million. The majority of the funds for this initial cash investment are expected to come from a group of Australian-based banks and will be funded in Australian dollars. The transaction will be finalized in approximately 30 days. The company will serve as manager of the United Energy's operations. United Energy serves approximately 520,000 customers with annual revenues of approximately \$510 million.

ORGANIZATION REALIGNMENT AND BRAND LAUNCH

In late 1994, the company announced its plans to become the nation's first national utility and initiated several programs to reach that goal. To carry out its plans, the company introduced a unifying brand name, EnergyOne -SM-, to market its products and services. Consistent with this strategic objective, the company also realigned its businesses into four groups: Energy Delivery, Power Services, Energy Resources and Marketing Services.

As part of the operational realignment, the company is currently in the process of reviewing its key customer and administrative work practices. The company expects to gradually reduce its current employment level and reallocate resources to better support the company's strategy. The current estimate of ultimate employee severance costs is \$4.7 million. The company is using a combination of normal attrition and voluntary and involuntary programs to reduce employee related costs. For certain costs incurred in regulated utility businesses, the company deferred costs in anticipation of rate recovery. At June 30, 1995, approximately \$1.3 million was deferred relating to employee severance.

As part of the EnergyOne brand launch, the company has spent approximately \$4.1 million in building the infrastructure and sales organization to support EnergyOne products and services. The company anticipates that it will spend another \$5 million for marketing and sales startup activities in 1995.

LIQUIDITY AND CAPITAL RESOURCES

For the three months ended June 30, 1995, cash used for operations was \$16.4 million higher than cash generated from operations. This compares to net cash flow from operations of \$48.4 million for the three months ended June 30,

1994. Changes in cash flow from operations relate to many different businesses factors, such as timing of invoice payments, accounts receivable collections and selling accounts receivable through the sales program. The variance in cash flow from operations between second quarter 1995 and 1994 is due primarily to the following reasons:

- * Net repayments on the accounts receivable sales program;
- * Timing of payments for income and property taxes;
- * Increase in receivables compared to 1994 due to additional businesses acquired.

Cash from operating activities for the six-month periods in 1995 compared to 1994 are lower due primarily to the activities that occurred during the second quarter discussed above.

Cash used for investing activities consisted primarily of purchases of utility and other businesses, investments in generating assets and investments in gas and oil reserves.

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Cash used for investing activities for the three- and six-month periods ended June 30, 1995, increased over the comparable 1994 periods. These increases are due to the acquisition of a pipeline system and two non-regulated companies in the first quarter of 1995. During the second quarter of 1995, the company invested in a cogeneration facility and funded common stock purchases in a New Zealand company through a majority owned subsidiary. In 1994 the company's investing activities generally were limited to utility capital additions and gas reserve acquisitions.

Cash provided from and used in financing activities fluctuate as opportunities arise to purchase businesses and as long-term interest rates change. During the second quarter of 1995, the company issued \$100 million of senior notes at 6.375 percent and \$100 million of 8.875 percent monthly income preferred securities (through a special purpose subsidiary). The proceeds from the issuances were used to reduce short-term debt.

The company has two revolving credit agreements (Agreements) with a consortium of banks aggregating \$400 million. The Agreements support the company's commercial paper program and provide for additional short-term borrowing capacity. As of June 30, 1995, the company had \$75.0 million in outstanding borrowings under the Agreements. The company had no borrowings under the Agreements at December 31, 1994. In addition to the Agreements, the company has arrangements with financial institutions to sell, on a continuing basis, up to \$205 million of eligible accounts receivable on a limited recourse basis. The amount of accounts receivable sold under these agreements generally fluctuates with the level of the company's accounts receivable balance.

As of June 30, 1995 and December 31, 1994, the company's cash balance contained \$60.1 million and \$57.0 million, respectively, of foreign denominated currency.

RESULTS OF OPERATIONS

ELECTRIC OPERATIONS

THE COMPANY'S ELECTRIC SEGMENT INCLUDES THE ELECTRIC OPERATIONS OF MISSOURI PUBLIC SERVICE, WEST KOOTENAY POWER, WESTPLAINS ENERGY, AND WEST VIRGINIA POWER.

<TABLE>

<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in Millions	1995	1994	1995	1994
<S>	<C>	<C>	<C>	<C>
Sales	\$132.9	\$137.1	\$262.8	\$267.9
Expenses:				
Fuel and purchased power	43.0	45.7	89.9	93.7
Other operating	26.7	26.5	51.4	49.5
Maintenance	9.7	10.5	18.8	19.8
Depreciation and amortization	13.0	12.3	26.0	24.6
Taxes other than income	11.4	12.3	23.4	24.5
Total expenses	103.8	107.3	209.5	212.1
Income from operations	\$ 29.1	\$ 29.8	53.3	55.8

</TABLE>

Income from operations for each of the 1995 periods presented above was about the same compared to 1994. Customer growth and cost reductions offset or substantially offset unfavorable weather patterns experienced in each 1995 period compared to 1994.

For all periods presented, milder weather patterns adversely affected 1995 gross margins (revenue minus fuel costs) compared to 1994. Unfavorable weather reduced the company's gross margins generated from its Missouri, Kansas and Colorado operations (approximately 75 percent of total electric operations) by \$4.2 million and \$5.3 million for the three- and six-month periods ended June 30, 1995 compared to the same periods in 1994. Increased numbers of customers in those same service areas offset or substantially offset unfavorable weather patterns by increasing gross margins by \$1.9 million and \$5.4 million for the three and six months ended June 30, 1995 compared with 1994.

Operating and maintenance expenses were reduced due to cost reductions in tree trimming and other maintenance areas. Partially offsetting these

reductions were increased employee and related payroll and benefit expenses.

GAS OPERATIONS

THE COMPANY'S GAS SEGMENT INCLUDES GAS OPERATIONS OF KANSAS PUBLIC SERVICE, MICHIGAN GAS UTILITIES, MISSOURI PUBLIC SERVICE, PEOPLES NATURAL GAS, NORTHERN MINNESOTA UTILITIES AND WEST VIRGINIA POWER.

<TABLE>

<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in Millions	1995	1994	1995	1994
<S>	<C>	<C>	<C>	<C>
Sales	\$101.3	\$96.9	\$347.3	\$381.2
Expenses:				
Gas purchased for resale	51.4	53.9	203.1	246.2
Other operating	32.9	28.8	64.4	56.3
Maintenance	2.5	2.2	4.7	4.4
Depreciation & amortization	8.8	7.5	17.4	14.9
Taxes, other than income	6.0	5.6	13.0	12.2
Total expenses	101.6	98.0	302.6	334.0
Income (loss) from operations	\$ (.3)	\$ (1.1)	\$ 44.7	\$ 47.2

</TABLE>

Income from operations for the three months ended June 30, 1995 was \$.8 million higher primarily due to the acquisition of a distribution system in Kansas and a pipeline and distribution system in Missouri. Income from operations for the six months ended June 30, 1995 compared to the same period in 1994 was \$2.5 million lower due to mild winter weather in January and February. Heating degree days, a temperature benchmark, were 16 percent lower through February compared to the same period in 1994.

Operating and maintenance expenses increased for the three- and six- month periods ended June 30, 1995 compared to 1994 due to the acquisition of a distribution system in Kansas and a pipeline and distribution system in Missouri. Marketing and sales expenses have increased for the reasons discussed in the Overview section.

ENERGY RELATED BUSINESSES

THE ENERGY RELATED BUSINESSES SEGMENT INCLUDES THE CONSOLIDATED OPERATIONS OF THE COMPANY'S AQUILA ENERGY SUBSIDIARY. AQUILA IS INVOLVED IN THE GATHERING, PROCESSING AND MARKETING OF NATURAL GAS, ACQUISITION AND PRODUCTION OF GAS AND OIL RESERVES AND EXTRACTION AND SALE OF NATURAL GAS LIQUIDS.

<TABLE>

<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in Millions	1995	1994	1995	1994
<S>	<C>	<C>	<C>	<C>
Sales	\$269.3	\$222.0	\$510.7	\$485.6
Expenses:				
Gas purchases	225.3	180.2	422.5	404.6
Other operating	18.1	19.3	34.8	33.8
Maintenance	.7	.9	1.0	1.3
Depreciation, depletion & amortization	14.4	15.6	29.0	30.5
Restructuring charge	-	-	-	-
Total expenses	259.0	216.0	487.3	470.2
Income (loss) from operations	\$10.3	\$ 6.0	\$ 23.4	\$ 15.4

</TABLE>

Income from operations for the three- and six-month periods ended June 30, 1995, increased \$4.3 million and \$8.0 million over the prior periods. Income from operations for 1995 was positively affected by increased gas throughput on the company's pipelines, increased natural gas liquids (NGL) prices and a lower depreciation, depletion and amortization rate due to additional reserve acquisitions. Natural gas throughput increased 40 percent and 37 percent for the three- and six-month periods ended June 30, 1995, compared to the same periods in 1994. The increase in throughput is primarily due to greater volumes on the Southeast Texas pipeline system, Aquila's largest system, which increased income by \$3.2 million and \$5.4 million, respectively. NGL prices increased 7 percent and 11 percent in the 1995 periods compared to 1994, resulting in an increase in NGL related income of \$.6 million and \$2.3 million in 1995.

Effective January 1, 1995 the company adopted the mark-to-market method of accounting for its domestic natural gas trading activities. The company has previously accounted for this activity on the accrual method of accounting. See Note 8 in the Condensed Consolidated Financial Statements for further discussion. The change in methods did not have an impact on current or prior period statements of income.

OTHER BUSINESSES AND INTEREST EXPENSE

The company has several equity investments and partnership interests including Utilco Group's partnerships and United Kingdom joint ventures. In order to discuss the full impact of these businesses, the discussion will be on a net income basis. For the quarter ended June 30, 1995, the company's subsidiaries and investments in the United Kingdom lost \$.3 million compared to net income of \$1.5 million in 1994. This decline is due primarily to volatile gas prices that resulted in reduced margins.

Net income from UtilCo Group decreased \$.3 million or 14 percent and \$1.0 million or 36 percent for the three and six months ended June 30, 1995, respectively, compared to the same periods in 1994. Unusually heavy rains resulted in excess hydro power availability reducing power demand from a power project. In addition, reduced project performance related to disputed curtailment issues adversely affected 1995 results compared to 1994. In May 1995, UtilCo Group acquired an ownership interest in a cogeneration facility in Alabama for \$59 million. The cogeneration project sells all of its output to a pulp and paper plant.

Interest expense, net increased \$6.7 million and \$12.0 million for the three and six months ended June 30, 1995 compared to the same periods in 1994. The increases were due to the issuances of \$300 million of long-term debt and monthly income preferred securities over the last 8 months, \$200 million of which was issued in May 1995. Short-term debt balances were consistently higher in each of the 1995 periods than in 1994 due primarily to acquisitions completed.

PART II

OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

(a) List of Exhibits

- | | |
|----|---|
| 4 | Seventh Supplemental Indenture, dated as of June 1, 1995, between the company and First National Bank of Chicago, Trustee |
| 11 | Statement regarding Computation of Per Share Earnings |
| 27 | Financial Data Schedule - For the Three months Ended June 30, 1995 |

(b) Reports on Form 8-K

There were no reports on Form 8-K filed during the three month period ended June 30, 1995.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UtiliCorp United Inc.

(Registrant)

February 8, 1996

/S/ Richard C. Green, Jr.

Richard C. Green, Jr.
Chairman of the Board, President
(Chief Executive Officer)

February 8, 1996

/S/ James S. Brook

James S. Brook
Vice President
(Principal Accounting Officer)

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UTILICORP UNITED INC.

and

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee

6 3/8% Senior Notes Due 2005

SEVENTH SUPPLEMENTAL INDENTURE

Dated as of June 1, 1995

SEVENTH SUPPLEMENTAL INDENTURE, dated as of June 1, 1995 (herein called the "Seventh Supplemental Indenture"), between UTILICORP UNITED INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association duly organized and

existing under the laws of the United States, as Trustee under the Original Indenture referred to below (hereinafter called the "Trustee"), party of the second part.

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of November 1, 1990 (hereinafter called the "Original Indenture"), to provide for the issuance from time to time of certain of its unsecured senior notes (hereinafter called the "Securities"), the form and terms of which are to be established as set forth in Sections 201 and 301 of the Original Indenture; and

WHEREAS, Section 901 of the Original Indenture provides, among other things, that the Company and the Trustee may enter into indentures supplemental to the Original Indenture for, among other things, the purpose of establishing the form or terms of the Securities of any series as permitted in Sections 201 and 301 of the Original Indenture; and

2

WHEREAS, the Company desires to create a series of the Securities in an aggregate principal amount of \$100,000,000 to be designated the "6 3/8% Senior Notes Due 2005" (the "Senior Notes"), and all action on the part of the Company necessary to authorize the issuance of the Senior Notes under the Original Indenture and this Seventh Supplemental Indenture has been duly taken; and

WHEREAS, all acts and things necessary to make the Senior Notes when executed by the Company and completed, authenticated and delivered by the Trustee as in the Original Indenture and this Seventh Supplemental Indenture provided, the valid and binding obligations of the Company and to constitute these presents a valid and binding supplemental indenture and agreement according to its terms, have been done and performed.

WHEREAS, Section 901 of the Original Indenture provides, among other things, that the Company and the Trustee may enter into indentures supplemental to the Original Indenture to, among other things, add to the covenants of the Company for the benefit of the Holders of all or any series of Securities; and

WHEREAS, the Company desires to limit the issuance of Mortgage Bonds under its General Mortgage (as hereinafter defined) as set forth in Section 204 of this Seventh Supplemental Indenture for the benefit of the Holders of the Senior Notes;

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NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL INDENTURE WITNESSETH:

That in consideration of the premises, the Company covenants and agrees with the Trustee, for the equal benefit of holders of the Senior Notes, as follows:

ARTICLE ONE

DEFINITIONS

The use of the terms and expressions herein is in accordance with the definitions, uses and constructions contained in the Original Indenture and the

form of Senior Note attached hereto as Exhibit A.

ARTICLE TWO

TERMS AND ISSUANCE OF THE SENIOR NOTES

Section 201. ISSUE OF SENIOR NOTES. A series of Securities which shall be designated the "6 3/8% Senior Notes Due 2005" shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, the terms, conditions and covenants of the Original Indenture and this Seventh Supplemental Indenture (including the form of Senior Note set forth as Exhibit A hereto). The aggregate principal amount of Senior Notes of the series created hereby which may be authenticated and delivered under the Original Indenture shall not, except as permitted by the provisions of the Original Indenture, exceed \$100,000,000.

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Section 202. FORM OF SENIOR NOTES; INCORPORATION OF TERMS. The form of the Senior Notes shall be substantially in the form of Exhibit A attached hereto. The terms of such Senior Notes are herein incorporated by reference and are part of this Seventh Supplemental Indenture.

Section 203. PLACE OF PAYMENT. The Place of Payment will be initially the corporate trust offices of the Trustee which, at the date hereof, are located at The First National Bank of Chicago, One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126 and The First National Bank of Chicago, 14 Wall Street, 8th Floor, New York, New York 10005.

Section 204. LIMITATION ON ISSUANCE OF MORTGAGE BONDS. The Company will not issue any Mortgage Bonds under its General Mortgage Indenture and Deed of Trust, dated September 15, 1988, between the Company and Commerce Bank of Kansas City, N.A., as Trustee (the "General Mortgage"), without making effective provision, and the Company covenants that in any such case effective provisions will be made, whereby the Senior Notes shall be directly secured by the General Mortgage equally and ratably with any and all other obligations and indebtedness thereby secured.

ARTICLE THREE

AMENDMENTS TO INDENTURE

Section 301. DEFINITIONS. Section 1.01 of the Indenture shall be amended by adding the following definitions in their appropriate alphabetic locations:

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"Repayment Date", when used with respect to any Security to be repaid, means the date fixed for such redemption by or pursuant to this Indenture.

"Repayment Price", when used with respect to any Security to be repaid, means the price at which it is to be repaid pursuant to this

Indenture, exclusive of accrued and unpaid interest.

Section 302. LEGAL HOLIDAYS. Section 113 of the Indenture shall be amended to insert the phrase "Repayment Date" immediately following the phrase "Interest Payment Date," in each place where the latter phrase appears.

Section 303. AMOUNT UNLIMITED; ISSUABLE IN SERIES. The list of section references in the sixth line of paragraph (2) of Section 301 of the Indenture shall be amended to read as follows:

"Sections 304, 305, 306, 906, 1107 or 1305".

Section 304. REGISTRATION, REGISTRATION OF TRANSFER AND EXCHANGE. The list of Section references in the sixth line of the ninth paragraph of Section 305 of the Indenture shall be amended to read as follows: "Sections 304, 906, 1107 or 1305".

The tenth paragraph of Section 305 of the Indenture shall be amended by deleting the word "or" in the seventh line thereof and by adding the following phrase at the end of such paragraph: "or (iii) to issue, register the transfer of or exchange any Security that has been surrendered for repayment at the option of the Holder, except the portion, if any, of such Security not to be so repaid".

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Section 305. SATISFACTION, DISCHARGE AND DEFEASANCE OF SECURITIES OF ANY SERIES. Paragraph (b) of Section 403 of the Indenture shall be amended by adding at the end thereof, before the semicolon: ", and, if the Securities of such series provide for any Repayment Date subsequent to the date of any discharge pursuant to this Section 403, Article Thirteen".

Paragraph (e) of Section 403 of the Indenture shall be amended by adding the phrase "or repayment" after the phrase "subject to repurchase" in the tenth line of such paragraph.

Section 306. AUTHENTICATING AGENTS. The list of Section references in the sixth line of the first paragraph of Section 614 of the Indenture shall be amended to read as follows: "Sections 304, 305, 306, 1107 and 1305".

Section 307. SUPPLEMENTAL INDENTURES WITH CONSENT OF HOLDERS. The parenthetical phrase at the end of paragraph (1) of Section 902 of the Indenture shall be amended to read as follows: "(or, in the case of repayment at the option of the Holder or redemption, on or after the Repayment Date or Redemption Date, as the case may be)".

Section 308. DEFEASANCE OF CERTAIN OBLIGATIONS. The eleventh line of paragraph (1) of Section 1008 of the Indenture shall be amended by inserting the phrase "or repayment" after the phrase "subject to repurchase".

Section 309. REPAYMENT OF SECURITIES. A new Article Thirteen shall be added to the Indenture to provide as follows:

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ARTICLE THIRTEEN REPAYMENT AT OPTION OF HOLDERS

SECTION 1301. APPLICABILITY OF ARTICLE.

Repayment of Securities of any series before their Stated Maturity at the option of Holders thereof shall be made in accordance with the terms of such Securities and (except as otherwise specified as contemplated by Section 301 for Securities of any series) in accordance with this Article.

SECTION 1302. REPAYMENT OF SECURITIES.

Securities of any series subject to repayment in whole or in part at the option of the Holders thereof will, unless otherwise provided in the terms of such Securities, be repaid at a price equal to the principal amount thereof, together with interest, if any, thereon accrued to the Repayment Date specified in or pursuant to the terms of such Securities. The Company covenants that on or before the Repayment Date it will deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money sufficient to pay the principal (or, if so provided by the terms of the Securities of any series, a percentage of the principal) of, and (except if the Repayment Date shall be an Interest Payment Date) accrued interest on, all the Securities or portions thereof, as the case may be, to be repaid on such date.

SECTION 1303. EXERCISE OF OPTION.

Securities of any series subject to repayment at the option of the Holders thereof will contain an "Option to Elect Repayment" form on the reverse of such Securities. For a security to be repaid at the option of the Holder, the Paying Agent must receive (a) appropriate wire transfer instructions and (b) either (i) any Security so providing for such repayment, with the "Option to Elect Repayment" form on the reverse of such Security duly completed by the Holder (or by the Holder's attorney duly authorized in writing), or (ii) a telegram, telex, facsimile transmission or a

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letter from a member of a national securities exchange, or the National Association of Securities Dealers, Inc. or a commercial bank or trust company in the United States setting forth the name of the Holder of the Security, the principal amount of the Security, the portion of principal amount of the Security to be repaid, the certificate number or a description of the tenor and terms of the Security, a statement that the option to elect repayment is being exercised thereby and a guarantee that the Security, together with the duly completed form entitled "Option

to Elect Repayment" on the reverse of the Security, will be received by the Paying Agent not earlier than 60 days nor later than 30 days prior to the Repayment Date (or such other dates as the terms of the Securities provide). If less than the entire principal amount of such Security is to be repaid in accordance with the terms of such Security, the principal amount of such Security to be repaid, in increments of the minimum denomination for Securities of such series, and the denomination or denominations of the Security or Securities to be issued to the Holder for the portion of the principal amount of such Security surrendered that is not to be repaid, must be specified. The principal amount of any Security providing for repayment at the option of the Holder thereof may not be repaid in part if, following such repayment, the unpaid principal amount of such Security would be less than the minimum authorized denomination of Securities of the series of which such Security to be repaid is a part. Except as otherwise may be provided by the terms of any Security providing for repayment at the option of the Holder thereof, exercise of the repayment option by the Holder shall be irrevocable unless waived by the Company.

SECTION 1304. WHEN SECURITIES PRESENTED FOR REPAYMENT BECOME DUE AND PAYABLE.

If a valid repayment election with respect to Securities of any series providing for repayment at the option of the Holders thereof shall have been received as provided in this Article and as provided by or pursuant to the terms of such Securities, such Securities or the portions thereof, as the case may be, to be repaid shall become due and payable and shall be paid by the Company on the Repayment Date therein specified,

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and on and after such Repayment Date (unless the Company shall default in the payment of such Securities on such Repayment Date) such Securities shall cease to bear interest. Upon the making of a valid election for repayment by a Holder of any such Security in accordance with such provisions, the principal amount of such Security so to be repaid shall be paid by the Company, together with accrued interest, if any, to the Repayment Date; provided, however, that installments of interest, if any, whose Stated Maturity is on or prior to the Repayment Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

If the principal amount of any Security received by the Paying Agent for repayment shall not be so repaid upon such receipt, the principal amount (together with interest, if any, thereon accrued to such Repayment Date) shall, until paid, bear interest from the Repayment Date at the rate of interest set forth in such Security.

SECTION 1305. SECURITIES REPAYED IN PART.

Upon receipt of any Security which is to be repaid in part only, the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Security, without service charge and at the expense of the Company, a new Security or Securities of the same series, of any authorized denomination specified by the Holder, in an aggregate principal amount equal to and in exchange for the portion of the principal of such Security so received which is not to be repaid.

ARTICLE FOUR MISCELLANEOUS

Section 401. EXECUTION OF SUPPLEMENTAL INDENTURE. This Seventh Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture

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and, as provided in the Original Indenture, this Seventh Supplemental Indenture forms a part thereof.

Section 402. CONFLICT WITH TRUST INDENTURE ACT. If any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Seventh Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

Section 403. EFFECT OF HEADINGS. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 404. SUCCESSORS AND ASSIGNS. All covenants and agreements in this Seventh Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

Section 405. SEPARABILITY CLAUSE. In case any provision in this Seventh Supplemental Indenture or in the Senior Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 406. BENEFITS OF SEVENTH SUPPLEMENTAL INDENTURE. Nothing in this Seventh Supplemental Indenture or in the Senior Notes, express or implied, shall give to any person, other than the parties hereto and their successors hereunder and the holders, any benefit or any legal or equitable right, remedy or claim under this Seventh Supplemental Indenture.

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Section 407. GOVERNING LAW. This Seventh Supplemental Indenture and each Senior Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be governed by and construed in accordance with the laws of said State.

Section 408. EXECUTION AND COUNTERPARTS. This Seventh Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

UTILICORP UNITED INC.

[Seal]

By: /s/ DALE J. WOLF
Name: Dale J. Wolf
Title: Vice President,
Finance

Attest:

RANDAL P. MILLER
Title: Asst. Treasurer

THE FIRST NATIONAL BANK
OF CHICAGO, as Trustee

[Seal]

By: /s/ STEVEN M. WAGNER
Name: Steven M. Wagner
Title: Vice President

Attest:

T. MARSHALL

Title: Trust Officer

STATE OF MISSOURI)
) ss.:
COUNTY OF JACKSON)

On the 6th day of June, 1995, before me personally came Dale J. Wolf, to me known, who, being by me duly sworn, did depose and say that he is Vice President--Finance of UtiliCorp United Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

/s/ Joyce J. Auer

Notary Public,
State of Missouri

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On the 7th day of June, 1995, before me personally came Steven M. Wagner, to me known, who, being by me duly sworn, did depose and say that he is Vice President of The First National Bank of Chicago, the national banking association described in and which executed the foregoing instrument; that he knows the seal of said association; that the seal affixed to said instrument is such association seal; that it was so affixed by authority of the Board of Directors of said association, and that he signed his name thereto by like authority.

/s/ Somsri Helmers

Notary Public,
State of _____

EXHIBIT A

REGISTERED

REGISTERED

UTILICORP UNITED INC.

6 3/8% SENIOR NOTE DUE 2005

No.

\$

UTILICORP UNITED INC., a corporation duly organized and existing under the laws of Delaware (herein called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns, the principal sum of _____ DOLLARS on June 1, 2005, and to pay interest thereon from June 9, 1995, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on June 1 and December 1 in each year, commencing December 1, 1995, at the rate per annum provided in the title hereof, until the principal hereof is paid or made available for payment, and, subject to the terms of the Indenture, at the rate per annum provided in the title hereof on any overdue principal and premium, if any, and (to the extent that the payment of such interest shall be legally enforceable) on any overdue instalment of interest. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Holder in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest payment, which shall be the May 15 or November 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Holder in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, in which event notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

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Payment of the principal of and premium, if any, and interest on this Security will be made at the office or agency of the Trustee maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the

option of the Company payment of interest may be made by check mailed to the address of the Holder entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, or an Authenticating Agent, by manual signature of one of its authorized officers, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

UTILICORP UNITED INC.

Dated:

By: _____
Title:

Attest:

[Seal]

Title:

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

This is one of the Senior
Notes of the series designated
herein referred to in the
within-mentioned Indenture

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee

By: _____
Authorized Officer

[FORM OF REVERSE OF SENIOR NOTE]

UTILICORP UNITED INC.

6 3/8% SENIOR NOTE DUE 2005

This Senior Note is one of a duly authorized series of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of November 1, 1990, as amended and supplemented (as amended and supplemented, the "Indenture"), between the Company and The First National Bank of Chicago, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to \$100,000,000.

This Security is not subject to any sinking fund, nor may this Security be redeemed at the option of the Company prior to the Maturity Date. This Security may be repaid by the Company at the option of the Holder on June 1, 2000 (the "Repayment Date"). The Repayment Price shall be 100% of the principal amount of this Security plus accrued interest to the Repayment Date, but interest installments whose Stated Maturity is prior to the Repayment Date will be payable to the Holder of this Security, or one or more Predecessor Securities, of record at the close of business on the relevant Regular or Special Record Dates, all as provided in the Indenture. For this Security to be repaid at the option of the Holder, the Paying Agent must receive, during the period from and including April 1, 2000 to and including the close of business on May 1, 2000 (or, if May 1, 2000 is not a Business Day, the next succeeding Business Day) (a) appropriate wire transfer instructions and (b) either (i) this Security with the form entitled "Option to Elect Repayment" below duly completed or (ii) a telegram, telex, facsimile transmission or a letter from a member of a national securities exchange, or the National Association of Securities Dealers, Inc. or a commercial bank or trust company in the United States setting forth the name of the Holder of this Security, the principal amount of this Security, the portion of principal amount of this Security to be repaid, the certificate number or a description of the tenor and terms of this Security, a statement that the option to elect repayment is being exercised thereby and a guarantee that this Security, together with the duly completed form entitled "Option to Elect Repayment" on this Security, will be

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received by the Paying Agent not later than the fifth Business Day after the date of such telegram, telex, facsimile transmission or letter, PROVIDED,

HOWEVER, that such Security and form duly completed are received by the Paying Agent by such fifth Business Day. Exercise of the repayment option by the Holder shall be irrevocable unless waived by the Company. The repayment option with respect to this Security may be exercised by the Holder for less than the entire principal amount hereof, PROVIDED that the principal amount, if any, of this Security that remains outstanding after such repayment must be an authorized denomination as defined herein. The Company will not be required to register the transfer or exchange of any Security following the receipt of a notice to repay a Security as described above. All questions as to the validity, eligibility (including time of receipt) and acceptance of any Security for repayment will be determined by the Paying Agent, whose determination will be final and binding. In the event of repayment of this Security in part only, a new Security or Securities of this series and of like tenor and for a principal amount equal to the unrepaid portion will be delivered to the Holder upon the cancellation hereof.

Interest payments for this Security will be computed and paid on the basis of a 360-day year of twelve 30-day months. If an Interest Payment Date falls on a day that is not a Business Day, such Interest Payment Date will be the following day that is a Business Day.

The Indenture contains provisions for defeasance of (a) the entire indebtedness of this Security and (b) certain restrictive covenants upon compliance by the Company with certain conditions set forth therein.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than 66 2/3% in principal amount of the Securities at the time Outstanding of all series to be affected (voting as a class). The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain

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provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, and interest, if any, on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and premium, if any, and interest, if any, on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$1,000 and in integral multiples thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Holder in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company,

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the Trustee nor any such agent shall be affected by notice to the contrary.

This Security shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

OPTION TO ELECT REPAYMENT

TO BE COMPLETED ONLY IF THIS SECURITY IS REPAYABLE AT THE OPTION OF THE HOLDER
AND THE HOLDER ELECTS TO EXERCISE SUCH RIGHTS

The undersigned hereby irrevocably requests and instructs the Company to repay the attached Security (or portion thereof specified below) pursuant to its terms at a price equal to 100% of the principal amount thereof together in the case of any such repayment with interest to the Repayment Date, to the undersigned at _____.

For the Security to be repaid at the option of the Holder, the Paying Agent must receive as its corporate trust office, at any time from and including April 1, 2000 to and including the close of business on May 1, 2000 (or if May 1, 2000 is not a Business Day, the next succeeding Business Day), (a) appropriate wire transfer instructions and (b) either (i) the Security together with this "Option to Elect Repayment" form duly completed or (ii) a telegram, telex, facsimile transmission or a letter from a member of a national securities exchange, or the National Association of Securities Dealers, Inc. or a commercial bank or trust company in the United States setting forth the name of the Holder of the Security, the principal amount of the Security, the principal amount of the Security to be repaid, the certificate number or a description of the tenor and terms of the Security, a statement that the option to elect repayment is being exercised thereby and a guarantee that the Security, together with this duly completed form entitled "Option to Elect Repayment" on the reverse of the Security, will be received by the Paying Agent not later than the fifth Business Day after the date of such telegram, telex, facsimile transmission or letter, provided, however, that such telegram, telex, facsimile transmission or letter shall be effective only if the Security with such form duly completed are received by the Paying Agent by such fifth Business Day.

If less than the entire principal amount of the attached Security is to be repaid, specify the portion thereof which the Holder elects to have repaid: _____; and specify the denomination or denominations (which shall be an Authorized Denomination) of the Security or Securities to be issued to the Holder for the portion of the within Security not being repaid (in the absence of any specification, one such Security will be issued for the portion not being repaid): _____.

Dated: _____

NOTICE: The signature to this Option to Elect Repayment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatsoever.

UTILICORP UNITED INC.
COMPUTATION OF EARNINGS PER SHARE
(in millions, except per share amounts)
(unaudited)

Exhibit 11

<TABLE>
<CAPTION>

Line No. -----	Three Months Ended June 30, 1995 1994		Six Months Ended June 30, 1995 1994	
	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
Earnings Available for Common Shares:				
(a) Earnings available for common shares as reported	6.72	6.61	38.38	43.99
(b) Elimination of interest on convertible subordinated debenture, net of tax	0.10	0.14	0.22	0.29
(c) Elimination of dividends on cumulative convertible preference stock	-	0.29	-	-
	-----	-----	-----	-----
(d) Fully Diluted Earnings Available	6.82	7.04	38.60	44.28
	-----	-----	-----	-----
Weighted Average Common Shares Outstanding:				
(e) Primary weighted average shares outstanding as reported	45.05	44.38	44.93	43.33
(f) Assumed conversion of convertible subordinated debenture	0.50	-	0.50	0.57
(g) Assumed conversion of cumulative convertible preference shares	-	-	-	-
	-----	-----	-----	-----
(h) Fully Diluted Weighted Average Shares Outstanding	45.55	44.38	45.43	43.90
	-----	-----	-----	-----
Earnings Per Common Share:				
Primary (a/e)	\$.15	\$.15	\$.85	\$1.02
Fully Diluted (d/h)	.15	.15	.85	1.01

</TABLE>

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM FORM 10-Q FOR THE QUARTER ENDED JUNE 30, 1995 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

</LEGEND>

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