

City of Baldwin City
PO Box 86
Baldwin City, Kansas 66006
Council Meeting Agenda

Baldwin City Public Library
800 7th St
Baldwin City, KS 66006

TUESDAY
February 21, 2023
7:00 PM



A. Call to Order-Mayor Casey Simoneau

B. Approval of Agenda

C. Consent Agenda

1. Minutes 02.07.2023
2. La Patrona liquor license

D. Public Comment:

Members of the public are welcome to comment on items relating to City business not listed on this Agenda. Please stand and wait to be recognized by the Mayor. As a general practice, the comments may or may not be acted upon by the Council during the meeting, or Council may refer the items to staff for follow up.

*If you wish to comment on an item listed on the agenda, a **sign-up sheet** is provided for you to sign in and provide your address. You will be called on when the Agenda item of interest is under discussion by the Council.*

E. Special Reports or Presentations

F. Old Business

1. Substation

G. New Business

1. MPO seat
2. Annexation-Cashatt
3. Resolution-Imminent Domain
4. Rate Study-Water
5. Rate Study-Electric
6. Resolution-Authorization for lease purchase

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H. Council Committee Reports

1. Budget and Finance - Scott Lauridsen/Cory Venable
2. Community Development - Cory Venable/Susan Pitts
3. Public Safety - Susan Pitts/Jerry Smith
4. Public Works and Utilities - Julie Constantinescu/Jerry Smith
5. Strategic Planning - Scott Lauridsen/Julie Constantinescu

I. City Administrator and Staff comments

J. Council and Mayor comments

K. Executive Session

1. Non-elected Personnel

L. Adjourn

City Council meets every first and third Tuesday of each month at 7:00 p.m. in the Library community meeting room. Council work sessions are held the last Tuesday of each month at 7:00 p.m. in the American Legion Hall.

City of Baldwin City
Minutes
Tuesday, February 7th 2023

A. Call to Order

The Baldwin City Council was called to Regular Session at 7:00 p.m. at the Baldwin City Public Library, 800 7th Street, with Mayor Casey Simoneau presiding.

Present were Council Members: Cory Venable, Jerry Smith, Susan Pitts, and Julie Constantinescu.

Also, attending: Glenn Rodden-City Administrator; Amara Packard-City Clerk; Lynn Meador-Communications Director; Pat McComb-Director of Electric Distribution; Jeff Winkler-Power Plant Supervisor; Chief Pattrick-Police Department; Russ Harding-Planning and Zoning; and Dakota Loomis-City Attorney.

B. Approval of Agenda

Jerry Smith moved and Cory Venable seconded to approve the agenda. Motion carried with a vote of 4 yes and 0 no.

C. Consent Agenda

1. Minutes 01.24.2023
2. Special Event-Wellness Festival

Susan Pitts moved and Julie Constantinescu seconded to approve the consent agenda. Motion carried with a vote of 4 yes and 0 no.

D. Public Comment

E. Special Reports or Presentations

Paul Hornbeck with the Lawrence Douglas County Metropolitan Planning Organization gave a quick overview of their organization. MPO's are federally required for any area with over 50,000 as defined by the Census Bureau, so their organization does transportation planning for all of Douglas County. Some of the things they do is develop a long range Regional Transportation Plan, and develop a Transportation Improvement Program, along with many more. There is a Safe Routes to School plan in Douglas County with a chapter specific to Baldwin City, a county wide bike plan with a specific chapter to Baldwin City, and a county wide pedestrian plan that has a specific chapter for Baldwin City.

F. Old Business

1. Substation

Mike Schmaderer gave some background history on Mid-States and how they were purchased by KMEA in 2020 with the understanding that they would be available to their member cities to do services for them. Mike will put together a task order and present it at the next council meeting.

Julie Constantinescu moved and Cory Venable seconded to ask Mike Smaderer to provide a formal written up estimate for council consideration at the next council meeting. Motion passes 4-0.

G. New Business

1. KMEA Board of Directors Seat

Julie Constantinescu has served in this position for the last 3 years, her term is expiring. Jerry Smith moved and Cory Venable seconded to nominate Julie Constantinescu to continue to serve in that position. Julie said that if she filled this position, it would go past her counsel term.

Motion failed 0-4.

Julie Constantinescu moved and Susan Pitts seconded to put Jerry as the new member for KMEA. Motion passes 4-0.

2. Annexation-Swisher

This annexation is a 4.14 acre parcel on the southeast corner at East High St. and 1st St. The owner would like to build a house on the property. The property currently has city water and will have city electricity, along with a septic system.

Jerry Smith moved and Susan Pitts seconded to accept this parcel into the city limits.

Motion passes 4-0. Jerry Smith-yes, Susan Pitts-yes, Cory Venable-yes and Julie Constantinescu-yes.

3. Building Lease Agreement

The city extended a lease agreement several months ago and had not heard back.

The Master Gardeners have put in a request to use that building again, for the storage of their gardening tools, if the building becomes available.

The Masters Gardeners are looking for something to store their tools in, preferably on the grounds of Tom Swan Park. The council asked Glenn to reach out to Midland Railroad to see if they were still interested in the lease agreement.

4. Resolution-Moderate Income Housing Program

This is a grant that the city has applied for two times and will be applying again. It is a quarterly grant now, instead of yearly. The city needs to have a new resolution for every project that it does.

Cory Venable moved and Julie Constantinescu seconded to approve the resolution for the Affordable Housing Grant application. Motion passes 4-0.

H. Committee Reports

1. Budget and Finance - Scott Lauridsen/Cory Venable

- Discussed the utility rate ordinance

- Discussed 2023 electric fund reserve
Next meeting will be 02/17/23 at 7:45am.
- 2. Community Development - Cory Venable/Susan Pitts
Next meeting will be 02/27/23 at 4:00.
- 3. Public Safety - Susan Pitts/Jerry Smith
Next meeting will be on 2/14/2023 at 4:00.
- 4. Public Works and Utilities - Julie Constantinescu/Jerry Smith
Next meeting will be 02/09/23 at 9:00a.m.
- 5. Strategic Planning - Scott Lauridsen/Julie Constantinescu
 - Discussed getting some help with doing some surveys.
 - Will talk to department heads to get more information on the needs for their departments.
 - Julie talked with Kevin McCarthy who helped with the Mainstreet survey, and he is going to see what he can do to help with content and ideas for the survey.Next meeting: To Be Determined

I. City Administrator and Staff Comments

J. Council & Mayor Comments

K. Executive Session

L. Adjourn

Julie Constantinescu moved and Susan Pitts seconded to adjourn the regular meeting. Motion carried with a vote of 4 yes and 0 no. Time: 8:18 p.m.

Attest:

Amara M. Packard
City Clerk

Substation

Foundations	\$	45,000
Conduit	\$	55,000
Ground Grid	\$	15,000
Steel	\$	25,000
Switches and Bus	\$	25,000
Breaker	\$	45,000
Building	\$	125,000
Switchgear	\$	425,000
Controls	\$	55,000
Transformer*	\$	1,300,000
Fence	\$	20,000
Cable	\$	105,000
Battery & Charger	\$	15,000
Instrument Transformers	\$	15,000
Construction Labor	\$	325,000
SCADA	\$	150,000
Engineering Labor	\$	50,000
Contingency	\$	100,000
		<hr/>
	\$	2,895,000

*The transformer is the highest cost item and most volatile for pricing

Substation (Mid States est)

Foundations	\$	45,000
Conduit	\$	55,000
Ground Grid	\$	15,000
Steel	\$	25,000
Switches and Bus	\$	25,000
Breaker	\$	45,000
Building	\$	125,000
Switchgear	\$	425,000
Controls	\$	55,000
Transformer*	\$	1,300,000
Fence	\$	20,000
Cable	\$	105,000
Battery & Charger	\$	15,000
Instrument Transformers	\$	15,000
Construction Labor	\$	325,000
SCADA	\$	150,000
Engineering Labor	\$	50,000
Contingency	\$	100,000
	\$	2,895,000

*The transformer is the highest cost item and most volatile for pricing

City estimate

34.5 Tie line	\$	480,090	7800 ft
12.47 Distribution	\$	635,935	18650 ft
	\$	4,011,025	

Concrete decorative fence upgrade	\$	30,000
Fiber connections	\$	20,000

Total	\$	4,061,025
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Not included:

Site prep (clearing, rock, grading)	?
Utility easment costs	
Interconnection study	3-5K
Any additional land acquisition	

Exhibit 1
Master Services Agreement

Task Order 1

This Task Order dated as of _____, 20__ by and between the Kansas Municipal Energy Agency Mid-States (“KMEA MID-STATES”) and the City of Baldwin City, Kansas (“Customer”) relating to the provision of engineering, procurement and construction services as described herein, from KMEA MID-STATES, under the terms and conditions set forth in the Master Service Agreement for Engineering, Procurement and Construction Services dated as of July 28, 2022 between KMEA MID-STATES and the Customer and as follows:

Governing

Agreement: Master Service Agreement for Engineering, Procurement and Construction Services dated as of July 28, 2022, between KMEA MID-STATES and the Customer.

Scope of Work: **Design and build new substation**

1. Design: The Contractor is a licensed Engineering Firm and shall provide design and specification to assist the City
 - 1.01 Develop foundation drawings
 - 1.02 Develop steel structure drawings
 - 1.03 Develop transformer specifications and assist with evaluating and procurement
 - 1.04 Develop relay specifications and procurement
 - 1.05 Develop control drawings
 - 1.06 Provide programming
 - 1.07 Develop compatible SCADA package
 - 1.08 Provide fence specifications
 - 1.09 Provide building specifications
2. Site: The Owner will provide the site
3. Grading: The owner will grade the site if necessary
4. Foundations: The Contractor will design the following foundations:
 - 4.01 Two 38 kV deadend foundations
 - 4.02 One 38 kV breaker foundation
 - 4.03 One transformer foundation with oil containment
 - 4.04 One building foundation

5. Conduit: The Contractor will furnish and install the conduit:
 - 5.01 Two six inch conduits from the transformer to the switchgear
 - 5.02 Seven four inch underground getaways for feeders from the switchgear to the pole
 - 5.03 All necessary low voltage conduit for metering and control
 - 5.04 All conduit for low voltage metering and control shall be two inch
 - 5.05 Below grade conduit will be schedule 40 PVC
 - 5.06 All elbows turning up shall be galvanized rigid steel
 - 5.07 All above ground conduit shall be galvanized rigid steel.
6. Cable: Contractor will furnish and install the following cable:
 - 6.01 Parallel 750 MCM copper cable from the transformer to the switchgear
 - 6.02 350 MCM copper cable from the switchgear to the pole for each feeder
 - 6.03 All necessary metering and control cable
7. Ground Grid: The Contractor will furnish and install the following ground grid for the additional substation area:
 - 7.01 The ground grid shall be 4/0 bare copper
 - 7.01.1 Installed 18" below grade
 - 7.01.2 Approximately 20' in each direction
 - 7.02 Ground rods – 3/4" x 10'
 - 7.03 All structural steel and equipment shall be attached to the grid
 - 7.03.1 Structural steel shall be connected to the grid with 4/0 copper
 - 7.03.2 All electrical equipment shall be connected to the grid with 4/0 copper
 - 7.03.3 The fence shall be connected to the grid with #2 copper
8. Rock: The Owner will furnish and install 6 inches of rock in the areas disturbed during construction
9. Vegetation: The Owner will spray or have the site sprayed to control vegetation
10. Fence: The Contractor will furnish and supply the fence for the new substation
 - 10.01 The fence shall meet the current NESC standards
11. Steel: The Contractor shall furnish and install the following new galvanized tubular steel structure:
 - 11.01 One distribution structure
 - 11.02 One 38 kV dead end structure consisting of two columns
 - 11.03 The Owner shall have the opportunity to approve all steel drawings prior to construction

- 11.04 The Owner shall provide a digger truck and operator to assist Contractor with the setting of the steel
- 12. Switches: The Contractor will furnish and install the following switches:
 - 12.01 One 1200 Amp, 38 kV Group Operated Air Break (GOAB) switch
 - 12.02 3 - 600 Amp blade disconnects, rated 15 kV
 - 12.03 6 - 600 Amp blade disconnects, rated 38 kV
- 13. Bus: The Contractor will design, furnish, and install the 34.5 kV and 15 kV bus
 - 13.01 Bus will be copper
 - 13.02 Bus fittings will be bronze
- 14. Arresters: Contractor will supply and install the following:
 - 14.01 3 - 10 kV arresters on the 12.47 kV system
 - 14.02 3 - 27 kV arresters on 34.5 kV system
- 15. Breakers: The Contractor will procure and install the 38 kV breaker:
 - 15.01 1 - 1200 Amp, 38 kV, vacuum breaker
 - 15.02 The breaker will have interrupting capability of at least 20 kA
 - 15.03 125 VDC close and trip
 - 15.04 240 VDC windup, with provisions for manual windup
 - 15.05 Six bushing CT's – two per phase – one set for metering and one set for relaying
 - 15.06 The Owner will assist the contractor with unloading the breakers and lifting them into place
- 16. Switchgear: The contractor shall furnish and install the following
 - 16.01 15 kV, 1,200 Amp metal clad switchgear
 - 16.02 Five sections of gear
 - 16.02.1 One section will contain the tie breaker and two sets of PT's
 - 16.02.2 Four sections will each contain two breakers
 - 16.03 The nine breakers shall be 15 kV, 1,200 Amp breakers
- 17. Relays: The Contractor will furnish and install the following relays in the switchgear:
 - 17.01 Tie panel for the new 34.5 kV to 12.47 kV transformer
 - 17.01.1 SEL 787 transformer differential relay
 - 17.01.2 SEL 751 intertie relay
 - 17.01.2.1 SEL relays will communicate with a SCADA system
 - 17.01.2.2 SEL relay which captures and time stamps events
 - 17.01.3 Circuit breaker control switches
 - 17.01.4 Indicating lights
 - 17.01.5 Test switches
 - 17.02 Each feeder panel will contain

- 17.02.1 One SEL 751A overcurrent relay
 - 17.02.1.1 SEL relay will communicate with a SCADA system
 - 17.02.1.2 SEL relay which captures and time stamps events
- 17.02.2 Circuit breaker control switch
- 17.02.3 Indicating lights
- 17.02.4 Test switches
- 18. Battery and battery charger: Contractor will furnish and install the following:
 - 18.01 One new 120 VAC to 125 VDC battery charger rated for 20 Amps
 - 18.02 One 125 VDC battery bank rated for 150 Amp hours
 - 18.03 One battery rack
- 19. Building: Contractor will supply metal building to house the switchgear
 - 19.01 Building will be 30' by 30'
 - 19.02 Side walls will be 10'
 - 19.03 Building will have heating and air conditioning
 - 19.04 One overhead door
 - 19.05 Two walk through doors
- 20. Transformer: Contractor will provide specifications for a new transformer and assist with purchasing:
 - 20.01 High side voltage 34.5 kV delta
 - 20.02 Low side voltage 12.47 kV wye
 - 20.03 20 MVA
 - 20.04 Reinhausen LTC
 - 20.05 LTC control shall be a Beckwith M-2001C or M-2001D
 - 20.06 High side and low side arresters
 - 20.07 All windings copper disk wound
 - 20.08 All bushings on the top
- 20. SCADA: The Contractor will supply, install, and program a new SCADA system
 - 20.01 To communicate with the existing relays along with the new relays
 - 20.02 Replace existing hardware
 - 20.03 Replace existing HMI system
- 21. Documentation: The Contractor will furnish the following drawings in AutoCAD
 - 21.01 Foundation drawing
 - 21.02 Ground Grid drawing
 - 21.03 Steel drawings
 - 21.04 One-line drawings
 - 21.05 Three-line drawings
 - 21.06 DC Control drawing

21.07 Two sets of as-built drawings to be provided to the Owner

21.08 Two sets of instruction books for all new equipment to be provided to the Owner

22. All equipment and materials furnished will be new unless otherwise stated.

23. All equipment and materials furnished will conform to all applicable requirements of ANSI, NEMA, and IEEE Standards that are in effect on the date of the signing of this contract. The completed installation shall satisfy all applicable requirements of the National Electrical Safety Code (ANSI Standard C –2).

Estimate of Probable Cost: \$2,895,000

Contract Schedule:

Kansas Municipal Energy Agency

City of Baldwin City, Kansas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ORDINANCE NO.

AN ORDINANCE ANNEXING REAL PROPERTY INTO THE CITY OF BALDWIN CITY, KANSAS, PURSUANT TO A PETITION AND CONSENT OF THE PROPERTY OWNERS

WHEREAS, the following described real property, which is located south of High St. and east of First St. and adjoins the corporate limits of the City of Baldwin City, Kansas; and

WHEREAS a written petition and consent for the annexation of the following described real property, signed by all of the owners thereof, was filed on January 23, 2023 with the City of Baldwin City, Kansas, pursuant to K.S.A. 12-519 et seq., as amended; and

WHEREAS, the governing body of the City of Baldwin City, Kansas finds and hereby deems it advisable and in the best interests of the City to annex such real property;

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

SECTION 1. The following described real estate is hereby annexed and made a part of the corporate territory of the City of Baldwin City, Kansas, to-wit:

A tract of land located in the Southeast Quarter (SE ¼) of Section Three (3), Township Fifteen (15) South, Range Twenty (20) East of the 6th P.M., Douglas County, Kansas. more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE ¼); thence North 89°05'46" West 289.93 feet to the point of beginning, said point being on the North line of the Southeast Quarter (SE ¼); thence South 00°54'14" West 1,045.44 feet; thence North 89°05'46" West 250.00 feet; thence North 00°54'14" East 1,045.44 feet, said point being on the North line of the Southeast Quarter (SE ¼); thence South 89°05'46" East 250.00 feet to the point of beginning.

The Southeast Quarter (SE ¼) of Section Three (3), Township Fifteen (15) South, Range Twenty (20) East of the 6th P.M., less the following tracts: Beginning at the Southwest corner of said Southeast Quarter (SE ¼), thence North 1364 feet to a point 1320 feet South of the North line of said quarter section, thence East parallel with the North line of said Southeast Quarter (SE ¼) 1347.65 feet, thence South 1356.30 feet to the South line of said Southeast Quarter (SE ¼), thence West 1347.65 feet to the point of beginning; AND Beginning at the Northwest corner of said Southeast Quarter (SE ¼), thence South 1320 feet, thence East parallel with the North line of said Southeast Quarter (SE ¼) 747 feet, thence north 1320 feet to the North line of said Quarter section, thence West to the point of beginning; AND Beginning at the Southeast corner of said Southeast Quarter (SE ¼), thence North along the East line of said Southeast Quarter (SE ¼) 1336 feet, thence West 1347.35 feet, thence South 1356.30 feet to the South line of said Southeast Quarter

(SE ¼), thence East along said South line 1347.65 feet to the point of beginning, together with easement reserved in warranty deed dated May 1, 1970, and recorded July 16, 1974, in Book 300, pp. 991-992 and less the following described tract: Commencing at the Northeast corner of the Southeast Quarter (SE ¼), thence North 89°05'46" West 289.93 feet to the point of beginning, said point being on the North line of the Southeast Quarter (SE ¼); thence South 00°54'14" West 1,045.44 feet; thence North 89°05'46" West 250.00 feet; thence North 00°54'14" East 1,045.44 feet, said point being on the North line of the Southeast Quarter (SE ¼); thence South 89°05'46" East 250.00 feet to the point of beginning.

Commonly known as: 1787 North 250 Road and 1793 North 250 Road Baldwin City, KS 66006

SECTION 2. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall take effect on its passage and upon its publication as required by law.

Passed by the City Council this _____ day of _____, 2023.

Casey Simoneau, Mayor

ATTEST: _____
Amara Packard, City Clerk

(Approved as to Form):

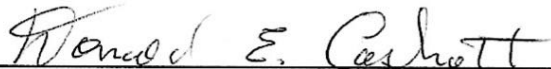
Dakota Loomis, City Attorney

1/23/2023

To whom it may concern,

This letter is to request that 54 +/- Acres on High Street and the properties at 1787 N. 250th Rd. & 1793 N. 250 Rd. to be annexed into Baldwin City, Kansas.

Please let me know if you have any questions or concerns.

A handwritten signature in cursive script, reading "Donald E. Cashatt". The signature is written in dark ink and is positioned above a horizontal line.

Donald E. Cashatt Trust under agreement dated June 19, 1998



US Highway 56

Hillside Dr

N 201st Diagonal Rd

E High St

E High St

Driveway

E High St

N 201st Diagonal Rd

RESOLUTION NO. ____

A RESOLUTION DECLARING IT NECESSARY TO APPROPRIATE PRIVATE PROPERTY FOR THE USE OF THE CITY OF BALDWIN CITY, KANSAS, FOR THE CONSTRUCTION OF CERTAIN SECTIONS OF ORCHARD LANE IN THE CITY OF BALDWIN CITY, DOUGLAS COUNTY, KANSAS.

WHEREAS, the City of Baldwin City, Kansas, has heretofore authorized and directed certain improvements in the City as more fully described below (the "Improvements"); and

WHEREAS, it is necessary to appropriate private property for the construction of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BALDWIN CITY, AS FOLLOWS:

1. It is hereby declared necessary to acquire private property for the use of the City of Baldwin City, Kansas, for the following described improvements:

The construction of the public improvements on Orchard Lane including a culvert and all necessary appurtenances thereto.

2. It is hereby authorized and directed that a survey and description of the lands or interests therein to be condemned be made by a licensed land surveyor or a professional engineer who is competent to conduct a land survey and be filed with the City Clerk of the City of Baldwin City, Kansas.

3. This Resolution shall take effect and be in force from and after its publication in an official City newspaper.

ADOPTED by the City Council this 21st day of February 2023.

APPROVED AND SIGNED by the Mayor this 21st day of February 2023.

CITY OF BALDWIN CITY, KANAS

By: _____
Casey Simoneau, Mayor

(SEAL)

ATTEST:

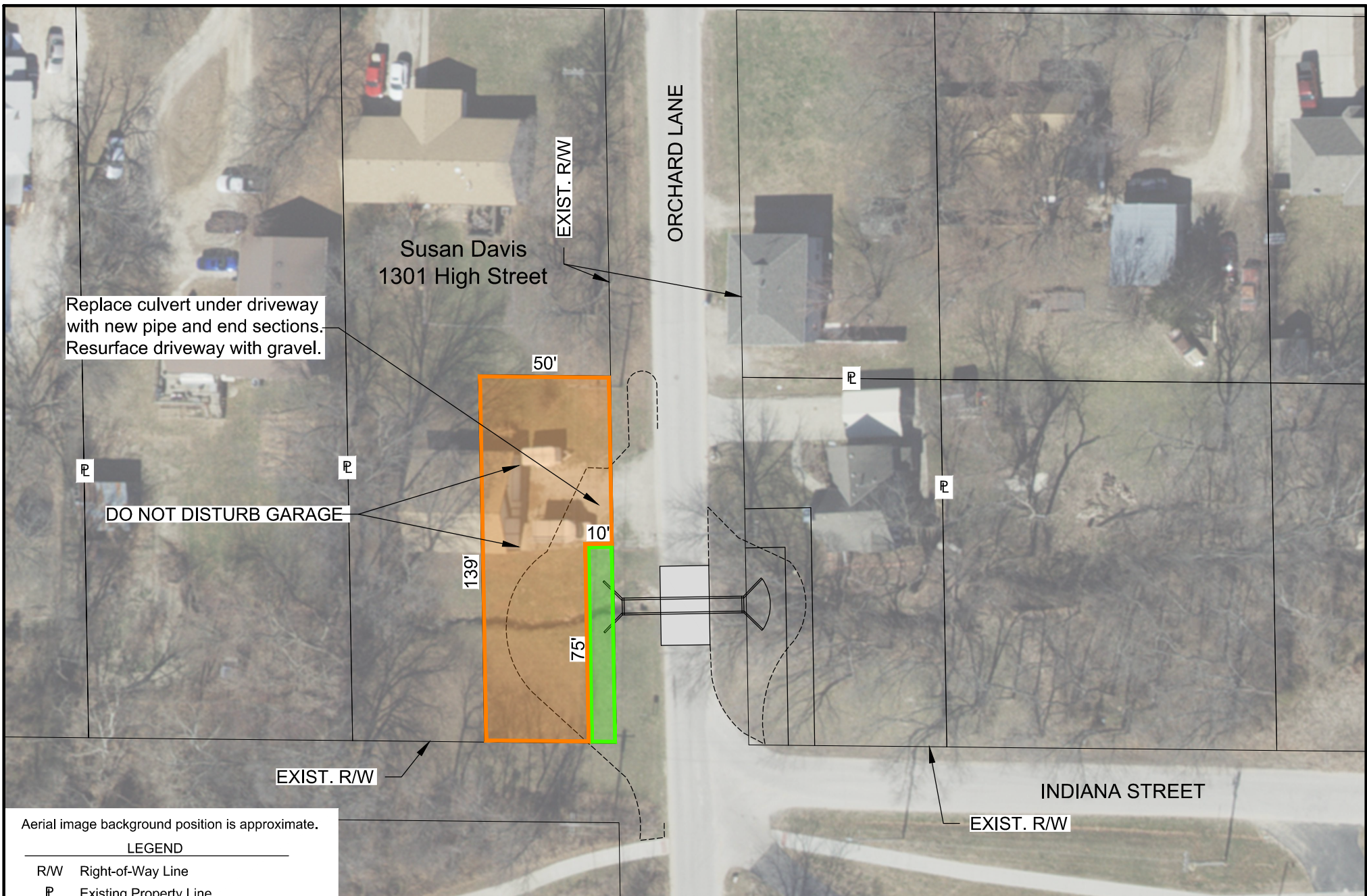
By: _____

Amara Packard, City Clerk

APPROVED AS TO FORM:

By: _____

Dakota Loomis, City Attorney



Aerial image background position is approximate.

LEGEND

- R/W Right-of-Way Line
- ℙ Existing Property Line
- Permanent Drainage Easement - D/E
- Temporary Construction Easement

Strip Map #2

ORCHARD LANE CULVERT REPLACEMENT

Baldwin City, Kansas



Baker Tilly Municipal Advisors, LLC
5440 W. 110th Street, Suite 300
Overland Park, Kansas 66211
United States of America

T: +1 (816) 333 7200
bakertilly.com

**SCOPE APPENDIX to
Engagement Letter dated: December 5, 2022
Between Baldwin City, Kansas and
Baker Tilly US, LLP**

RE: Water Wholesale Rate Consulting Services

DATE: February 16, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between Baldwin City, Kansas (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

Scope of Work

Baker Tilly ("BTMA") will perform the following services:

BTMA agrees to furnish and perform the following services with respect to the water utility analysis of wholesale rates.

A. Analysis of Costs and Revenues (Consulting Services)

1. Analyze historical recorded financial information for the past 2 calendar years and the most recent twelve (12) month period available (the "test year").
2. Detail from available records a schedule of flow of funds for the past the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the utility property and plant.
3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified.
4. Schedule monthly revenues of the test year in order to locate and adjust unusual and significant fluctuations in such revenue.
5. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.

B. Analysis of Wholesale Rates (Consulting Services)

1. Obtain information from Client officials, consulting engineers and available records, invoices, etc. to determine the classification of utility plant as necessary for Cost of Service analyses.
2. Provide a detailed study of wholesale customer billings for the last three (3) years' usage for each wholesale rate schedule currently in effect in order to determine billing demands and customer usage characteristics.
3. Prepare a summary analysis the usage, purchased water and billings for all customers for the Test Year.

**SCOPE APPENDIX to
Engagement Letter dated: December 5, 2022
Between Baldwin City, Kansas and
Baker Tilly US, LLP**

4. Confer with the Client's management and consulting engineers, as necessary to determine demand characteristics, reserved capacity requirements and other data for each wholesale customer classification in order to determine the cost responsibility for each class of service.
5. Confer with the Superintendent, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of the costs of utility plant operating expenses and other revenue requirements to cost functions (i.e., base costs, extra capacity, customer, administrative and direct functions).
6. Confer with the Client's management and consulting engineers, as necessary, to arrive at the allocation of each functional cost to each of the wholesale customer classifications in relation to each customer class's responsibility for those costs.
7. Compare the test year wholesale revenues under the current schedule of rates with the calculated annual costs of providing service for each of the wholesale customer classifications.
8. Recommend alternative methods of revising water rates and charge which are projected to produce revenues approximately equal to the determinable costs of providing service to the wholesale customers being billed from said rates.
9. Furnish a report of findings and recommendations concerning the finances of the Client and a new schedule of rates and charges.

COMPENSATION AND INVOICING

BTMA's fees will be billed at BTMA's standard billing rates based on the actual time and expenses incurred which will not exceed Nine Thousand Dollars (\$9,000) without additional approval from the Client.

Standard Hourly Rates by Job Classification
1/1/2023

Partners / Principals / Directors	\$295.00	to	\$525.00
Managers	\$235.00	to	\$340.00
Consultants / Analysts	\$160.00	to	\$235.00
Support / Paraprofessional	\$115.00	to	\$175.00
Interns	\$110.00	to	\$145.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

**SCOPE APPENDIX to
Engagement Letter dated: December 5, 2022
Between Baldwin City, Kansas and
Baker Tilly US, LLP**

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Billing Procedures

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

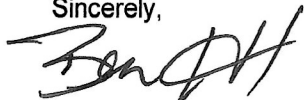
Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without

**SCOPE APPENDIX to
Engagement Letter dated: December 5, 2022
Between Baldwin City, Kansas and
Baker Tilly US, LLP**

terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Ben Hart, Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC.



Baker Tilly Municipal Advisors, LLC
5440 W. 110th Street, Suite 300
Overland Park, Kansas 66211
United States of America

T: +1 (816) 333 7200
bakertilly.com

SCOPE APPENDIX to
Engagement Letter dated: December 5, 2023
Between Baldwin City, Kansas and
Baker Tilly US, LLP

RE: Electric Rate Study Consulting Services

DATE: February 16, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between Baldwin City, Kansas (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

Scope of Work

Baker Tilly ("BTMA") will perform the following services:

BTMA agrees to furnish and perform the following services with respect to the rate analysis conducted for the Electric Utility and the development of rates and charges estimated to be adequate to provide for the necessary revenue requirements.

A. Analysis of Costs and Revenues (Rate Analysis) (Consulting Services)

1. Analyze historical recorded financial information for a period of three (3) calendar years with the most recent twelve (12) month period available (the "test year").
2. Detail from available records a schedule of flow of funds for the past three (3) calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements, and expenditures for improvements to the Utility property and plant.
3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified.
4. Analyze accounts, invoices and pertinent documents, and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes.
5. Obtain information from Client officials, engineers and/or other available sources to suggest adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes.
6. Schedule monthly revenues of the test year in order to locate and adjust unusual and significant fluctuations in such revenue.
7. Compute the monthly revenues of the test year being generated through base rates, fuel adjustment charges, tracking adjustments and refund adjustments for each customer classification.
8. Prepare amortization schedules of presently outstanding funded debt of the Utility extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.

**SCOPE APPENDIX to
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Between Baldwin City, Kansas and
Baker Tilly US, LLP**

9. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
10. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
11. Provide alternative estimates of future annual revenue requirements for consideration by the Client.
12. Calculate the potential increase in commodity costs, both interim and final, from the Client's wholesale supplier and include the increased cost in the study to be incorporated in the form of a wholesale tracking factor.
13. Schedule monthly revenue generated from wholesale tracking factors, which will be subject to an across-the-board rate adjustment.
14. Analyze the sufficiency of current revenues and suggest across-the-board increase(s) in rates and charges to meet the estimated future annual revenue requirements.
15. Prepare comparative information concerning the present and possible future rate structure of the Client in comparison with other utilities in Kansas.

B. Meetings and Reports (Consulting Services)

1. Meet with the officials of the Client to discuss findings and recommendations.
2. Furnish an accounting report summarizing the results of BTMA's studies for submission to the Client.
3. Provide financial information (including a new schedule of rates and charges, if required) to the Client's attorney for the preparation of resolutions and ordinances as may be required.
4. Attend a public hearing to be conducted by the Client in order to present accounting information relating to the proposed rates and charges if a rate change is necessary.

COMPENSATION AND INVOICING

BTMA's fees will be billed at BTMA's standard billing rates based on the actual time and expenses incurred which will not exceed Thirty-Eight Thousand Dollars (\$38,500) without additional approval from the Client.

Standard Hourly Rates by Job Classification
1/1/2023

Partners / Principals / Directors	\$295.00	to	\$525.00
Managers	\$235.00	to	\$340.00

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Baker Tilly US, LLP**

Consultants / Analysts	\$160.00	to	\$235.00
Support / Paraprofessional	\$115.00	to	\$175.00
Interns	\$110.00	to	\$145.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Billing Procedures

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

**SCOPE APPENDIX to
Engagement Letter dated: December 5, 2023
Between Baldwin City, Kansas and
Baker Tilly US, LLP**

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Ben Hart, Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BALDWIN CITY, KANSAS
HELD ON FEBRUARY 21, 2023**

The Governing Body of the City of Baldwin City met in regular session at the usual meeting place in the City on February 21, 2023 at 7:00 p.m. The Mayor presided and the following members of the Governing Body were present:

The following members were absent:

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

* * * * *

(Other Proceedings)

Thereupon, there was presented to the Governing Body a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BALDWIN CITY, KANSAS EVIDENCING THE OFFICIAL INTENT OF THE CITY TO UNDERTAKE A CERTAIN PROJECT, TO FINANCE THE SAME WITH A LEASE-PURCHASE AGREEMENT OR OTHER FINANCIAL OBLIGATION OF THE CITY AND TO APPLY PROCEEDS OF SUCH FINANCING TO CERTAIN ORIGINAL EXPENDITURES ON SUCH PROJECT.

The Resolution was considered and discussed; and thereupon on motion of Councilmember _____ seconded by Councilmember _____, the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____..

Thereupon, the Resolution having been adopted by vote of the members of the Governing Body, it was given No. _____, and was directed to be signed by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

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

[SEAL]

City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BALDWIN CITY, KANSAS EVIDENCING THE OFFICIAL INTENT OF THE CITY TO UNDERTAKE A CERTAIN PROJECT, TO FINANCE THE SAME WITH A LEASE-PURCHASE AGREEMENT OR OTHER FINANCIAL OBLIGATION OF THE CITY AND TO APPLY PROCEEDS OF SUCH FINANCING TO CERTAIN ORIGINAL EXPENDITURES ON SUCH PROJECT.

WHEREAS, the City of Baldwin City, Kansas (the "City") is undertaking the acquisition of electric generators and a bucket truck for use by the City (the "Project"); and

WHEREAS, the City anticipates that the costs of the Project will be approximately \$1,850,000; and

WHEREAS, the City desires to declare its official intent pursuant to Treas. Reg. §1.150-2 to reimburse costs of constructing the Project with proceeds of a financial obligation or obligations to be incurred by the City;

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

Section 1. The City intends to reimburse itself for all or a portion of its Project cost expenditures, to the extent permitted by law, with the proceeds of a lease-purchase agreement or other obligation to be issued by the City (the "Obligation"). The Obligation may be issued to reimburse expenditures paid on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 2. The maximum principal amount of Obligation expected to be issued by the City for Project costs is \$1,850,000.

Section 3. This Resolution shall be effective upon its adoption by the Governing Body of the City.

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ADOPTED by the governing body of the City of Baldwin City, Kansas on February 21, 2023.

[SEAL]

Mayor

Attest:

City Clerk