

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

Baldwin City Community Center
712 Chapel St
Baldwin City, KS 66006

TUESDAY
September 16th, 2025
7:00 PM



A. Call to Order-Mayor Casey Simoneau

B. Approval of Agenda

C. Consent Agenda

1. Minutes 9.02.2025
2. Scheduled Claims List
3. Special Event -

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. Black Jack

G. New Business

H. Council Committee Reports

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

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-
6. Lake Advisory Committee-
 7. Communications Policy Advisory Committee-

I. City Administrator and Staff comments

J. Council and Mayor comments

K. Executive Session

L. Adjourn

City Council meets every first and third Tuesday of each month at 7:00 p.m. at the Baldwin Community Center. Council work sessions are held the last Tuesday of each month at 7:00 p.m. at the Baldwin Community Center.

City of Baldwin City
Minutes
Tuesday, September 02, 2025
Regular Council Meeting

BUDGET HEARING

Mayor Simoneau opened the hearing at 7:00p.m.

There were no comments.

The hearing was closed at 7:00p.m.

A. Call to Order

The Baldwin City Council was called to Regular Session at 7:00 p.m. at the Baldwin City Community Center, 712 Chapel Street, with Mayor Casey Simoneau presiding.

Present were Council Members: Jay King, Susan Pitts, Cory Venable, Julie Constantinescu and Scott Lauridsen.

Also, attending: Russ Harding-Interim City Administrator; Amara Packard-City Clerk; Shiloh Afonja-Deputy City Clerk; Jeff Winkler-Power Plant Superintendent; Shaye Downing-City Attorney; and Lynn Meador-Communications Director.

B. Approval of Agenda

Julie Constantinescu moved and Jay King seconded to approve the agenda as presented. Motion carried with a vote of 5 yes and 0 no.

C. Consent Agenda

Susan Pitts moved and Jay King seconded to approve the consent agenda as presented. Motion carried with a vote of 5 yes and 0 no.

1. Minutes - 8.19.25
2. Scheduled Claims List
3. Special Event-BHS Homecoming
4. Special Event-Baker University Beer Garden

D. Public Comment

Tina Rakes-Baldwin City KS-wanted to ask about one of the forums regarding renewable energy, will the council still be looking into the tax credits in case of price spikes in the market place. Also wanted to know what plans the council had in place to fix the water line from Lawrence. Tina also inquired about the 56 Highway Corridor Project that was initiated approximately 12 years ago, and if the city had the funding to get that project going.

Mayor Simoneau took notes from Tina's questions and will address them later in the meeting.

E. Special Reports or Presentations

F. Old Business

1. Solar Ordinance 1518

Cory Venable and Susan Pitts recused themselves for this agenda item.

The state legislature has updated some policies in regards to solar, so the city needed to develop an ordinance that will follow state statute. This ordinance will only affect our net metering customers. Residential customers will still receive the same rate back, but now when they over generate, they will now receive a credit of \$.05 per kw.

Scott Lauridsen moved and Jay King seconded to approve ordinance 1518 as presented. Motion carried with a vote of 3 yes and 0 no. Julie Constantinescu-yes, Scott Lauridsen-yes and Jay King-yes.

G. New Business

1. RHID Resolution 2025-19

This is the 2nd step in this process for the moderate to low income housing project that has gone before the council, located between Washington Street and Eisenhower Road, north of Highway 56. If approved, there would be a hearing in October. This is for the property tax rebate.

Cory Venable moved and Julie Constantinescu seconded to approve resolution number 2025-19. Motion carried with a vote of 5 yes and 0 no.

2. City Administrator Job Description

Scott told the council that the job description before them this evening was with suggestions from the League of Kansas Municipalities, with some edits here and there.

Julie Constantinescu said that this is the first working copy for the council to look at and make any changes they feel are necessary.

Jay King asked about the portion under knowledge that requested a Masters in Public Administration be completed in the first 3 years after being hired. He asked if it could be similar, or if it has to be that one specifically. He felt that was a lot of pressure on a new city attorney potentially.

Council discussed how to best state it in the job description. The job description will state "Have completed their Masters of Public Administration, or City and County Management Certification or equivalent within three years of employment."

Jay King moved and Cory Venable seconded to approve the city administrator job description as amended. Motion carried with a vote of 5 yes and 0 no.

3. Budget

Revenue Neutral Hearing was opened at 7:29pm.

Revenue Neutral means the city will not accept any new money from property taxes next year.

There were no comments.

Revenue Neutral Hearing was closed at 7:29pm.

The Budget Hearing opened at 7:29pm.

There were no comments.

The Budget Hearing was closed at 7:30pm.

The finance committee discussed the budget with our financial advisors and the committee recommends a half mill decrease from the current mill levy which is about \$21,500.00.

Tina Rakes asked if any departments would have any shortfalls. Mayor Simoneau explained how the city's financial advisor meets with each department to go over their lists of needs for the following year, and after everything is reviewed, the council works with the financial advisor to see if there is anything that can be cut or adjusted.

Cory Venable moved and Julie Constantinescu seconded to approve resolution number 2025-20. Motion carried with a vote of 4 yes and 1 no. Jay King-no, Susan Pitts-yes, Cory Venable-yes, Scott Lauridsen-yes, and Julie Constantinescu-yes.

Cory Venable moved and Scott Lauridsen seconded to approve resolution number 2025-21. Motion carried with a vote of 5 yes and 0 no. Julie Constantinescu-yes, Scott Lauridsen-yes, Cory Venable-yes, Susan Pitts-yes, and Jay King-yes.

4. Communication Policy Committee Appointment

After the town forums there were some individuals interested in being on the communication committee. Susan Pitts has volunteered to chair the committee, and Scott Lauridsen agreed to co-chair. Also appointed were: Andrew Markley, Gwen Fogarty, Matt Beck, Rachel Moore, Leigh Anne Bathke and Emma Bailey. City employees: Russ Harding and Lynn Meador.

Julie Constantinescu moved and Jay King seconded to approve the communications policy committee appointments that were made. Motion carried with a vote of 5 yes and 0 no.

H. Committee Reports

1. Budget and Finance - Scott Lauridsen/Cory Venable

- Solar Ordinance that was heard tonight
- Budget

Next meeting 9/19/2025 at 7:30am, second floor of City Hall

2. Community Development - Cory Venable/Susan Pitts

Next meeting will be 9/22/2025 at 4:00pm, second floor of City Hall

3. Public Safety - Susan Pitts/Jay King

Next meeting will be 9/09/2025 at 4:00pm, second floor of City Hall

4. Public Works and Utilities - Julie Constantinescu/Jay King

Next meeting will be 9/11/2025 at 9:00am, Public Works Conference Room

5. Strategic Planning-Scott Lauridsen/Julie Constantinescu

Next meeting TBD at 2:00pm, second floor of City Hall

I. City Administrator and Staff Comments

The brick street project has started at 8th and High Street. The project should be completed in the next

3 to 4 weeks.

J. Council & Mayor Comments

Mayor Simonau responded to the questions that had been asked during public comment. He said the tax credit incentives have been removed for the renewable energy programs, so that project was put on hold indefinitely.

The waterline has been a constant discussion. Mayor Simoneau reached out to Congressman Schmidt's office and they are looking to see if there is any federal funding to help with this project.

Julie Constantinescu let Tina know that they have been discussing the water line project for a while in her committee and it needs to be done.

Mayor Simoneau addressed the 56 Highway Corridor Project. The city has resubmitted to the state requesting up to the maximum level since the amounts have increased since the original time this project was discussed.

K. Executive Session

Cory Venable moved and Julie Constantinescu seconded to go into executive session with the Council, the Mayor, Acting City Administrator Russ Harding, and City Attorney Shaye Downing, to discuss non-elected personnel for attorney client privilege for 20 minutes, from 7:55pm until 8:15. Motion passes with a vote of 5 yes and 0 no.

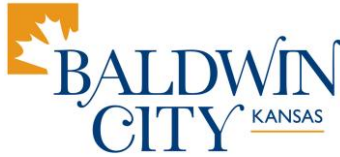
Mayor Simoneau called the meeting back to order at 8:15pm.

L. Adjourn

Julie Constantinescu moved and Cory Venable seconded to adjourn the regular meeting. Motion passes 5-0. Time: 8:15 p.m.

Attest:

Amara M. Packard
City Clerk



P.O. Box 86, 803 Eighth St., Baldwin City, KS 66006 (785) 594-6427 FAX: 594-6586

September 11, 2025

VIA ELECTRONIC MAIL AND USPS

Johnathan Hart, President
Black Jack Battlefield Trust, Inc.
johnathan.hart.whiteman.theatre@yahoo.com

Re: Option to Purchase

Dear Mr. Hart:

This letter is intended to act as official notice to you that the City of Baldwin does intend to exercise its option to purchase the property located at 163 E. 2000 Road and more particularly described and referenced in the Option to Purchase Agreement executed as between Black Jack Battlefield Trust, Inc. and the City of Baldwin.

Please be advised that the City of Baldwin intends to exercise the option by closing on the property in accordance with the terms and conditions set forth in the Option to Purchase Agreement, except that the City of Baldwin is hereby requesting authority to modify the agreement to allow for the closing to occur at Security 1st Title in Ottawa as there may be a conflict of interest in utilizing Eland Title. Please advise if that is an acceptable accommodation. If that is not acceptable, please be advised that the City is still intending to close on the property and will send an amended notice with a date and time to close at Eland Title.

For now, the plan (if you agree), would be to close at Security 1st Title, 421 S. Hickory St., Ottawa, Kansas 66067 on October 28, 2025 at 9:00a.m.

Sincerely,

Shaye L. Downing, City Attorney

P.S. Please contact me with any questions or concerns. Alternatively, feel free to reach out to Russ Harding (rharding@baldwincity.gov or (785) 594-6907

Financing Agreement for the Acquisition of the Black Jack Battlefield Property

The parties to this Agreement are the City of Baldwin City (the “City”) and the Board of County Commissioners of Douglas County, Kansas (the “County”) (the City and the County are each a “Party” and, collectively, the “Parties”). This Agreement is effective as of the day it has been duly approved and executed by the Parties (the “Effective Date”).

Agreement

The Parties, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The Property. The “Property” refers to real property commonly known as the Black Jack Battlefield Property, located at 163 E. 2000th Road, Wellsville, Kansas, and more specifically as:

“The East Half of the South Half of the Northeast Quarter of Section 12, Township 15 South, Range 20 East of the Sixth Principal Meridian, Douglas County, Kansas”.

2. The Acquisition. The City currently leases the Property from the Black Jack Trust (the “Trust”). The City has an option to purchase the Property. The City will exercise its option to purchase the Property (the “Acquisition”). The County will provide funding up to \$250,000 to finance the Acquisition (the “County Funding”). Any portion of the County Funding that is not necessary for the Acquisition will be retained by, or refunded to, the County.

3. Joint Ownership. In closing the Acquisition of the Property, the City will direct the Trust to execute a warranty deed conveying fee title to the City and the County as joint owners of the Property. Title to the Property will be in the condition specified in paragraph 4 of this Agreement. The City will record the deed and pay all fees associated with closing the Acquisition and recording the deed.

4. Clear Title. As a condition of the County Funding, the City will ensure that the Acquisition meets the requirements set forth below:

- (a) At closing, the Trust will convey marketable title in the Property to the City and the County by a Warranty Deed (“Deed”), which may be made subject to: (i) current and future ad valorem property taxes and assessments; (ii) general utility and right-of-way easements serving the Property; (iii) the zoning ordinances of the City of Lawrence, Kansas, and Douglas County, Kansas, if applicable; and (iv) other matters recorded subsequent to this

Agreement which do not impair marketability of title or affect City and County's use of the Property (collectively, the "Permitted Exceptions").

(b) Upon execution of City's option to purchase the Property, the Trust will provide City and County with a commitment to issue an owner's title insurance policy in the amount of the purchase price, with such commitment to be by an insurance company licensed to insure titles in the State of Kansas. City and County shall have ten days after delivery of the title insurance commitment to examine the same and return it to the Trust with any written objections relating to marketability of title of the Property (other than objections to Permitted Exceptions as defined above), and the Trust will have until the closing date to remove any defects to which valid objections may be made and shall diligently attempt to correct any defects to marketability of which City or County has notified the Trust. Upon closing of the Acquisition, the Trust shall furnish City and County a standard Title Insurance Policy in accordance with the commitment, insuring City and County against loss or damage to the extent of the Purchase Price, resulting from defects in Trust's title. In the event that the Trust is unable to provide proof of marketable title to the Property as herein provided, the County will be under no obligation to provide the County Funding, and all rights and obligations of the Parties under this Agreement shall terminate.

(c) The Trust will convey title to the City and the County as joint owners, free and clear of all liens, mortgages, leases, express easements, and other interests and encumbrances (other than the Permitted Exceptions, as defined above). If the Trust is unable or unwilling to deliver title in the specified condition, the County will be under no obligation to provide the County Funding and, in County's sole discretion, County may terminate this Agreement and all rights and obligations of the Parties under this Agreement shall terminate.

5. If Title Is Defective. If the Acquisition closes and title is not in the condition specified in paragraph 4 of this Agreement, above, County will have the option, at County's sole discretion: (a) to require the City to refund the County Funding to County; and (b) to require the City to accept a conveyance of County's interest in the Property or make other legal arrangements such that County will not be an owner of the Property in any capacity. In the event County exercises its option as specified in this paragraph 5, the City will take all necessary steps to refund the County Funding and to remove County from ownership of the Property. In that event, the City will defend, indemnify and hold County harmless from any and all claims, demands, debts, or other obligations associated with ownership of the Property.

6. Joint Ownership Agreement. A Joint Ownership Agreement is attached to this Agreement as Exhibit A. The City and the County agree to execute that Joint Ownership Agreement immediately following the closing of the Acquisition. If the Acquisition does not occur, the Parties will not execute the Joint Ownership Agreement and will have no obligations thereunder. If the Acquisition closes but the County exercises its option under paragraph 5, then the Joint Ownership Agreement will terminate and be of no force and effect and the Parties will have no obligations thereunder.

7. Representations and Warranties of the Parties. The Parties represent and warrant as follows:

(a) Each Party, prior to executing this Agreement, has secured all necessary approvals and permissions necessary to enter into this Agreement, and the person executing on behalf of each Party is duly authorized to do so.

(b) City is not aware of any material issues adversely affecting the condition of the Property. By way of example, but not limitation, City is not aware of any suits, claims, demands, judgments, or liabilities associated with the Property, other than the claims of mortgage lienholders as disclosed on the ATLA Commitment for Title Insurance Issued by First American Title Company.

8. Default; Termination.

(a) Permitted Terminations. If City is unable to obtain a commitment from the Trust to convey good, sufficient, and clear title prior to closing, County may, in County's sole discretion, cancel this Agreement by giving City written notice on or before closing. If City has not closed on the Acquisition by December 31, 2025, at 5:00 p.m., County may at any time thereafter, in County's sole discretion, cancel this Agreement by giving City written notice.

(b) Default by City. City will be in default of this Agreement if any of City's representations or warranties set forth in this Agreement are untrue or inaccurate in any material respect or if City fails to meet, comply with, or perform any material covenant, agreement, or obligation on City's part within the time limits and in the manner required in this Agreement. If City defaults under this Agreement, County may terminate this Agreement by notice to City and, if County has advanced the County Funding, obtain a full refund of the County Funding from City.

(c) Default by County. County will be in default of this Agreement if any of County's representations or warranties set forth in this Agreement are untrue or inaccurate in any material respect or if County fails to meet,

comply with, or perform any material covenant, agreement, or obligation on County's part within the time limits and in the manner required in this Agreement. If County defaults under this Agreement, City's sole remedy will be to terminate this Agreement by giving written notice thereof to County. The City may not exercise its sole remedy if City is in default in any material respect under this Agreement.

9. Miscellaneous.

- (a) This Agreement may only be modified or amended by a writing duly authorized and executed by both Parties.
- (b) This Agreement supersedes and supplants all prior discussions, negotiations, understandings, or agreements between the Parties, oral or written, with respect to the subject matter hereof.
- (c) No Party is relying on any statement, promise, or representation of the other Party not expressly stated herein.
- (d) This Agreement is governed by Kansas law. The exclusive venue for any dispute related to this Agreement will be the District Court of Douglas County, Kansas.
- (e) This Agreement is subject to the Kansas Cash Basis law.
- (f) No waiver of breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of such provision, or any other provisions.
- (g) This Agreement may be executed in counterparts, which together will be fully effective as an original and all of which together will constitute one and the same instrument.
- (h) Notices required under this Agreement must be in writing, delivered via: (i) certified or registered mail; (ii) nationally-recognized courier service; (iii) hand delivery to the Clerk of the other Party; or (iv) via email, if delivery and receipt are confirmed by the sender's email program in a manner that can be verified later in the event of a dispute regarding notice.
- (i) This Agreement is intended for the sole benefit of the Parties. Only the Parties may seek or obtain performance of the terms of this Agreement. There are no third party beneficiaries to this Agreement.

(j) Time is of the essence with regard to the parties' performance under this Agreement.

WHEREFORE, the Parties have executed this Agreement below, intending to be bound, as of the Effective Date.

City of Baldwin City, Kansas

**Board of County Commissioners of
Douglas County, Kansas**

By: _____

By: _____

Title: _____

Title: _____

Date: _____, 2025

Date: _____, 2025

Joint Ownership Agreement Concerning the Black Jack Battlefield Property

The parties to this Agreement are the City of Baldwin City (the “City”) and the Board of County Commissioners of Douglas County, Kansas (the “County”) (the City and the County are each a “Party” and, collectively, the “Parties”). This Agreement is effective as of the day it has been duly approved and executed by the Parties (the “Effective Date”).

Background

A. The Property. The “Property” refers to real property commonly known as the Black Jack Battlefield Property, located at 163 E. 2000th Road, Wellsville, Kansas, and more specifically as:

“The East Half of the South Half of the Northeast Quarter of Section 12, Township 15 South, Range 20 East of the Sixth Principal Meridian, Douglas County, Kansas”.

As of the time of drafting this Agreement, the City leases the Property from the Black Jack Trust (the “Trust”). The City has an option to purchase the Property.

B. The Funding Agreement. This Agreement is referenced in a separate agreement between the Parties entitled, Financing Agreement for the Acquisition of the Black Jack Battlefield Property (the “Funding Agreement”). The Funding Agreement contemplates that City will exercise its option to purchase the Property (the “Acquisition”). Pursuant to the Funding Agreement, and assuming certain conditions are met as set forth therein, the County will provide funding to aid the City in acquiring title to the Property, which title will be held jointly by the City and County as joint owners of the Property.

C. Purpose of this Agreement. Assuming the City and County acquire title to the Property as specified in the Funding Agreement, the City and the County, as joint owners of the Property, wish to set forth their respective rights and obligations as joint owners of the Property.

D. Timing. As specified in the Funding Agreement, the Parties will execute this Agreement immediately following the closing of the Acquisition. If the Acquisition does not close, this Agreement will not be executed and will be of no force or effect.

E. Effect of Background Section. The matters stated in this Background section of this Agreement are contractual and not merely recitals.

Agreement

The Parties, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

- 1. The Parties Will Keep Each Other Reasonably Informed.** As Joint Owners of the Property, the City and County will keep each other reasonably informed concerning all matters materially affecting the Property.
- 2. Maintenance of the Property.** The City will maintain the Property in a safe, sanitary, and publicly accessible condition, in compliance with all applicable laws and regulations. The County will have no obligation, financial or otherwise, for maintenance of the Property, unless otherwise agreed upon in advance in writing by the County.
- 3. Public Use of the Property.** The City will not restrict or limit public use of the Property in a manner that deprives County residents of the ability to use and enjoy the Property. Provided, however, the City may set reasonable rules, restrictions, and requirements on public access and use of the Property. Any fees or charges assessed to members of the public for use of the Property must be approved in advance by the County Administrator or the County Administrator's designee. Provided the fees or charges have been so approved, the City may retain all such fees and charges collected from users of the Property.
- 3. Signage.** Any signage, promotional materials, or advertising related to the Property must include references to the County and/or the official County logo, recognizing the County's financial contribution to the Acquisition and continued support.
- 4. Capital Improvements.** Neither the City nor the County will make capital improvements to the Property without the advance written consent of the other party. Funding for capital improvements to the Property, if any, will require approval of the governing body(ies) responsible for funding such improvements.
- 5. No encumbrances.** Neither Party may sell, transfer, lease, mortgage, or otherwise encumber the Property without the advance written consent of the other Party.
- 6. Insurance.** The City will maintain liability insurance covering the Property in coverage amounts of not less than \$1 million per occurrence. The City will cause Douglas County to be named as an additional insured on its policy(ies) of insurance covering the Property.
- 7. Indemnity.** The City will, to the fullest extent allowed by law, defend, indemnify and hold the County harmless against any and all claims related to the

Property. Provided, however, that the City and the County do and will preserve all protections from liability available to municipalities under the Kansas Tort Claims Act and other applicable laws and regulations.

8. Advisory Board. The City and County will jointly appoint a joint advisory board (“Advisory Board”) composed of an equal number of representatives of both entities. The Advisory Board will meet at least twice annually and report and/or make recommendations regarding:

- Short and long-term park development;
- Maintenance and capital projects;
- Programming and public use;
- Strategic planning and visioning;
- Signage, marketing, and County recognition.

The City and County will retain authority to make decisions regarding these and other matters relating to the Property.

9. Default; Termination.

(a) Default by City. City will be in default or breach (“default”) of this Agreement if City fails to meet, comply with, or perform any material covenant, agreement, or obligation on City’s part within the time limits and in the manner required in this Agreement. In the event of default by City, County will provide written notice to City, reasonably describing such default. City will thereafter have a period of time to cure the default reasonably commensurate with the nature of the default. If City does not timely cure its default, County may enforce its rights under this Agreement as follows. City agrees that default of its duties under this Agreement would be difficult to redress through money damages and, therefore, City agrees that in the event of a material default of City’s obligations under this Agreement, County will be entitled to, in County’s sole discretion: (a) an injunction issued by a court of competent jurisdiction compelling City to fulfil its obligations under this Agreement; (b) perform City’s obligations under this Agreement and obtain reimbursement from City of all costs thereof, plus 10% for administrative burden; or (c) monetary damages to the extent the same can be quantified; and (d) attorneys’ fees, costs, and expenses incurred to enforce the County’s rights under this Agreement. City agrees that, in the event County seeks injunctive relief pursuant to this paragraph 9(a), County shall not be required to post a bond or any other security as a condition of obtaining such relief. These remedies are cumulative and in addition to any other rights and remedies County may have under applicable law.

(b) Default by County. County will be in default or breach (“default”) of this Agreement if County fails to meet, comply with, or perform any material covenant, agreement, or obligation on County’s part within the time limits and in the manner required in this Agreement. In the event of default by County, City will provide written notice to County, reasonably describing such default. County will thereafter have a period of time to cure the default reasonably commensurate with the nature of the default. If County does not timely cure its default, City may enforce its rights under this Agreement as follows. County agrees that default of its duties under this Agreement would be difficult to redress through money damages and, therefore, County agrees that in the event of a material default of County’s obligations under this Agreement, City will be entitled to, in City’s sole discretion: (a) an injunction issued by a court of competent jurisdiction compelling County to fulfil its obligations under this Agreement; (b) perform County’s obligations under this Agreement and obtain reimbursement from County of all costs thereof, plus 10% for administrative burden; or (c) monetary damages to the extent the same can be quantified; and (d) attorneys’ fees, costs, and expenses incurred to enforce the City’s rights under this Agreement. County agrees that, in the event City seeks injunctive relief pursuant to this paragraph 9(a), City shall not be required to post a bond or any other security as a condition of obtaining such relief. In addition to any other remedies awarded by the court, the prevailing party in any such suit will be entitled to recover its reasonable attorney’s fees, costs, and expenses of litigation.

(c) Termination Due to Defective Title Following Closing of the Acquisition. As specified in the Funding Agreement if, following the closing of the Acquisition, title to the Property is not in the condition required by the Funding Agreement, and if County exercises its options pursuant to paragraph 5 of the Funding Agreement, this Joint Ownership Agreement will terminate effective as of the date that the City refunds the County Funding to County and effectuates removal of the County from title to the Property, as more fully specified in the Funding Agreement.

10. Miscellaneous.

(a) This Agreement may only be modified or amended by a writing duly authorized and executed by both Parties.

(b) This Agreement supersedes and supplants all prior discussions, negotiations, understandings, and agreements between the Parties, oral or written, with respect to the subject matter hereof.

(c) No Party is relying on any statement, promise, or representation of the other Party not expressly stated herein.

(d) This Agreement is governed by Kansas law. The exclusive venue for any dispute related to this Agreement will be the District Court of Douglas County, Kansas.

(e) This Agreement is subject to the Kansas Cash Basis law.

(f) No waiver of breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of such provision, or any other provisions.

(g) This Agreement may be executed in counterparts, which together will be fully effective as an original and all of which together will constitute one and the same instrument.

(h) Notices required under this Agreement must be in writing, delivered via: (i) certified or registered mail; (ii) nationally-recognized courier service; (iii) hand delivery to the Clerk of the other Party; or (iv) via email, if delivery and receipt are confirmed by the sender's email program in a manner that can be verified later in the event of a dispute regarding notice.

(i) This Agreement is intended for the sole benefit of the Parties. Only the Parties may seek or obtain performance of the terms of this Agreement. There are no third party beneficiaries to this Agreement.

(j) Time is of the essence with regard to the parties' performance under this Agreement.

WHEREFORE, the Parties have executed this Agreement below, intending to be bound, as of the Effective Date.

City of Baldwin City, Kansas

**Board of County Commissioners of
Douglas County, Kansas**

By: _____

By: _____

Title: _____

Title: _____

Date: _____, 2025

Date: _____, 2025

