

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 - Family Church - Family Event
4. Special Event - Baker University - Marching Band Competition

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

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7:00 PM**



-
5. Strategic Planning - Scott Lauridsen/Julie Constantinescu
 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

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
10341 ARROWHEAD HARDWARE-#3261								
ACCT#3261_AUG 2025	1	11	9/16/25	160Z FOAM WASP/YJ KILLER	21.83	68572		
ACCT#3261_AUG 2025	2	11	9/16/25	GFCI COVER, COUPLING	22.92	68572		
ACCT#3261_AUG 2025	3	11	9/16/25	3 1/4" DROP HITCH	41.50	68572		
** TOTAL **					86.25	86.25	.00	86.25
** VENDOR TOTAL **					86.25	86.25	.00	86.25
10346 ARROWHEAD HARDWARE-#6907								
ACCT#6907_AUG 2025	1	01	9/16/25	MAX FILL FOAM SLNT	27.98	68575		
ACCT#6907_AUG 2025	2	01	9/16/25	QT CONC WD&GRSS KILLER	19.99	68575		
ACCT#6907_AUG 2025	3	01	9/16/25	CLEANERS FOR SULLIVAN SQ	9.98	68575		
ACCT#6907_AUG 2025	4	01	9/16/25	1GAL RTU ORNG ANTIFREEZE	19.99	68575		
ACCT#6907_AUG 2025	5	01	9/16/25	8 OZ LAV ODOR ELIMINATOR	4.79	68575		
ACCT#6907_AUG 2025	6	01	9/16/25	7 PATTERN RHEAD 33" WAND	16.49	68575		
ACCT#6907_AUG 2025	7	01	9/16/25	6 OZ WHITE FLEX GLUE	15.99	68575		
ACCT#6907_AUG 2025	8	01	9/16/25	MARKING WAND	39.99	68575		
ACCT#6907_AUG 2025	9	12	9/16/25	SPONGES, GLOVES, STN REM	31.97	68575		
ACCT#6907_AUG 2025	10	12	9/16/25	1.5L HAND SPRAYER	22.49	68575		
ACCT#6907_AUG 2025	11	01	9/16/25	QT CONC WD&GRSS KILLER	19.99	68575		
ACCT#6907_AUG 2025	12	01	9/16/25	4X1/16X3/8 METAL WHEEL	10.99	68575		
ACCT#6907_AUG 2025	13	01	9/16/25	GLS MARIGOLD SPRAY PAINT	7.79	68575		
ACCT#6907_AUG 2025	14	01	9/16/25	110Z 50:1 FUEL	29.99	68575		
ACCT#6907_AUG 2025	15	03	9/16/25	5" - 7" CLAMP	12.38	68575		
ACCT#6907_AUG 2025	16	01	9/16/25	3 KEYS	8.07	68575		
** TOTAL **					298.87	298.87	.00	298.87
** VENDOR TOTAL **					298.87	298.87	.00	298.87
10347 ARROWHEAD HARDWARE-ACCT#146								
ACCT#146_AUG 2025	1	03	9/16/25	FASTENERS	5.47	68571		
ACCT#146_AUG 2025	2	03	9/16/25	TORNADO MOP	13.99	68571		
** TOTAL **					19.46	19.46	.00	19.46
** VENDOR TOTAL **					19.46	19.46	.00	19.46
20200 BG CONSULTANTS INC								
25-2084L#2025-09	1	01	9/16/25	SPRING CREEK LAKE HYDROL	1353.00	68578		
** VENDOR TOTAL **					1353.00	1353.00	.00	1353.00
20220 BLACK JACK BATTLEFIELD TRUST								
OCT 2025 RENT	1	01	9/16/25	OCT 2025 RENT AT BLACK J	1500.00	68579		
** VENDOR TOTAL **					1500.00	1500.00	.00	1500.00
30027 UMB-CARD SERVICES								
AUG 2025 AP0681	1	01	9/16/25	POSTAGE FOR INVESTIGATIO	3.84	4147927E		
AUG 2025 AP0681	2	01	9/16/25	COMFOA FOR PACKARD	305.00	4147927E		
AUG 2025 AP0681	3	01	9/16/25	WORKING LUNCH CITY HALL	33.17	4147927E		
** TOTAL **					342.01	342.01	.00	342.01

INVOICE	LN	DIST ID	DUE DATE REFERENCE	PAID AMT	CHECK NO		

		30027	UMB-CARD SERVICES				
AUG 2025 LM0657	1	01	9/16/25 MONTHLY ADOBE CHARGES	69.99	4147927E		
AUG 2025 LM0657	2	01	9/16/25 MONTHLY ICLLOUD STORAGE	9.99	4147927E		
			** TOTAL **	79.98	79.98	.00	79.98
UMB_AUG2025_MP9197	1	01	9/16/25 B STREET COLLISION-DEDUC TESLA REPAIR	1030.00	4147927E		
UMB_AUG2025_MR1483	1	01	9/16/25 KTA - TOLL	.82	4147927E		
UMB_AUG2025_MR1483	2	01	9/16/25 SIRCHIE-EVIDENCE SUPPLIE	160.31	4147927E		
UMB_AUG2025_MR1483	3	01	9/16/25 SIRCHIE-EVIDENCE SUPPLIE	47.77	4147927E		
UMB_AUG2025_MR1483	4	01	9/16/25 SCHUSTER-BATTERIES	375.85	4147927E		
UMB_AUG2025_MR1483	5	01	9/16/25 WALMART-PAPER TOWELS/COF	88.90	4147927E		
UMB_AUG2025_MR1483	6	01	9/16/25 WOOT-2 NEW COMPUTERS	939.53	4147927E		
			** TOTAL **	1613.18	1613.18	.00	1613.18
UMB_AUG2025_TS0608	1	01	9/16/25 963 VCQB INSTRUCTOR TRAI	1800.00	4147927E		
UMB_AUG2025_TZ6342	1	01	9/16/25 KNIK SHOP - GAS	26.91	4147927E		
UMB_AUG2025_TZ6342	2	01	9/16/25 MCDONALDS-MEAL	16.25	4147927E		
UMB_AUG2025_TZ6342	3	01	9/16/25 FAIRFIELD-DRINK	5.51	4147927E		
UMB_AUG2025_TZ6342	4	01	9/16/25 KNIK SHOP-GAS	34.61	4147927E		
UMB_AUG2025_TZ6342	5	01	9/16/25 KNIK SHOP-DRINK	8.32	4147927E		
UMB_AUG2025_TZ6342	6	01	9/16/25 KNIK SHOP-FUEL	34.88	4147927E		
UMB_AUG2025_TZ6342	7	01	9/16/25 BUFFALO WILD WINGS-MEAL	38.70	4147927E		
			** TOTAL **	165.18	165.18	.00	165.18
			** VENDOR TOTAL **	5030.35	5030.35	.00	5030.35
		30050	VERIZON WIRELESS				
6121826150	1	01	9/12/25 09/15/25 BILL	446.71	4147934E		
6121826150	2	01	9/12/25 09/15/25 BILL	290.32	4147934E		
6121826150	3	01	9/12/25 09/15/25 BILL	80.04	4147934E		
6121826150	4	01	9/12/25 09/15/25 BILL	112.56	4147934E		
6121826150	5	01	9/12/25 09/15/25 BILL	1304.75	4147934E		
6121826150	6	01	9/12/25 09/15/25 BILL	29.19	4147934E		
6121826150	7	01	9/12/25 09/15/25 BILL	67.68	4147934E		
6121826150	8	03	9/12/25 09/15/25 BILL	40.50	4147934E		
6121826150	9	11	9/12/25 09/15/25 BILL	363.38	4147934E		
6121826150	10	18	9/12/25 09/15/25 BILL	186.19	4147934E		
			** TOTAL **	2921.32	2921.32	.00	2921.32
			** VENDOR TOTAL **	2921.32	2921.32	.00	2921.32
		30172	BALDWIN CITY MARKET				
ACCT #8 9/1/2025	1	01	9/16/25 WATER AND PAPER TOWELS F	48.62	68576		
ACCT #8 9/1/2025	2	18	9/16/25 TIDE PODS FOR WASTEWATER	15.57	68576		
ACCT #8 9/1/2025	3	18	9/16/25 PAPER PLATES FOR WASTEWA	4.97	68576		
			** TOTAL **	69.16	69.16	.00	69.16
			** VENDOR TOTAL **	69.16	69.16	.00	69.16

50531 EVERGY KANSAS CENTRAL INC.

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
SOLARPOWER_AUG2025	1	50531	9/16/25	EVERGY KANSAS CENTRAL INC. SOLAR POWER AUG 2025	7703.12	68587		
		11						
				** VENDOR TOTAL **	7703.12	7703.12	.00	7703.12
09/02/2025	1	50533	9/18/25	EVERGY 906 E 1600 WATER PUMPING STATION BY LAWRENCE	5040.10	4147931E		
		12						
				** VENDOR TOTAL **	5040.10	5040.10	.00	5040.10
08/27/25	1	50534	9/12/25	EVERGY 4380 OCONNELL RD	76.05	4147920E		
		12						
				** VENDOR TOTAL **	76.05	76.05	.00	76.05
08/29/25	1	50535	9/15/25	EVERGY 1646 N 400	18.96	4147921E		
		12						
				** VENDOR TOTAL **	18.96	18.96	.00	18.96
08/28/25	1	50536	9/15/25	EVERGY BC ENTRANCE SIGN ELECTRI	59.57	4147929E		
		01						
				** VENDOR TOTAL **	59.57	59.57	.00	59.57
09/03/25	1	50537	9/19/25	EVERGY 1900 56 HWY	19.00	4147932E		
		12						
				** VENDOR TOTAL **	19.00	19.00	.00	19.00
335817	1	70791	9/16/25	GREEN ENVIRONMENTAL SERVICES AUG2025 BILLING:TRASH&RE	34982.32	68593		
335817	2	24	9/16/25	AUG2025 BILLING:TRASH&RE	4464.72	68593		
				** TOTAL **	39447.04	39447.04	.00	39447.04
335818	1	01	9/16/25	AUG2025 BILLING:TRASH&RE	221.52	68593		
335818	2	01	9/16/25	AUG2025 BILLING:TRASH&RE	244.65	68593		
335818	3	01	9/16/25	AUG2025 BILLING:TRASH&RE	164.08	68593		
335818	4	01	9/16/25	AUG2025 BILLING:TRASH&RE	71.44	68593		
335818	5	01	9/16/25	AUG2025 BILLING:TRASH&RE	36.23	68593		
335818	6	01	9/16/25	AUG2025 BILLING:TRASH&RE	23.57	68593		
335818	7	03	9/16/25	AUG2025 BILLING:TRASH&RE	20.62	68593		
335818	8	11	9/16/25	AUG2025 BILLING:TRASH&RE	388.11	68593		
335818	9	18	9/16/25	AUG2025 BILLING:TRASH&RE	302.67	68593		
				** TOTAL **	1472.89	1472.89	.00	1472.89
				** VENDOR TOTAL **	40919.93	40919.93	.00	40919.93
S014327147.001	1	80300	9/16/25	STUART C. IRBY CO. GLOVES & GLOVE TESTING	2950.28	68588		
		11						

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		

		80300		STUART C. IRBY CO.				
				** VENDOR TOTAL **	2950.28	2950.28	.00	2950.28
		110800		KANSAS DEPARTMENT OF REVENUE				
AUG 2025 SALES TAX	1	11	9/25/25	AUG 2025 SALES TAX	22346.75	4147928E		
AUG 2025 SALES TAX	2	12	9/25/25	AUG 2025 SALES TAX	2234.56	4147928E		
				** TOTAL **	24581.31	24581.31	.00	24581.31
				** VENDOR TOTAL **	24581.31	24581.31	.00	24581.31
		111300		KANSAS ONE-CALL SYSTEM, INC				
5080154	1	11	9/16/25	147 LOCATES AT \$1.33	97.75	68589		
5080154	2	12	9/16/25	147 LOCATES AT \$1.33	97.76	68589		
				** TOTAL **	195.51	195.51	.00	195.51
				** VENDOR TOTAL **	195.51	195.51	.00	195.51
		112152		KMEA SPA HYDRO PROJECT				
SPA-BALD-2025-08	1	11	9/30/25	AUG 2025 SPA HYDRO PROJE	1314.00	4147933E		
				** VENDOR TOTAL **	1314.00	1314.00	.00	1314.00
		112300		BORDER STATES INDUSTRIES, INC				
930455415	1	11	9/16/25	BRONZE LINE CLAMP, CONNE	2207.24	68581		
930473632	1	11	9/16/25	POLY GUY MARKER-YELLOW 8	154.86	68581		
930541069	1	11	9/16/25	YC4C6 4STR CU TAP CONN	309.89	68581		
				** VENDOR TOTAL **	2671.99	2671.99	.00	2671.99
		120399		LAWRENCE MEMORIAL HOSPITAL				
183555	1	01	9/16/25	1X HOSPITAL CHARGES-RIDE	345.00	68590		
				** VENDOR TOTAL **	345.00	345.00	.00	345.00
		140020		N ZONE SPORTSWEAR				
108760	1	18	9/16/25	EDDIE BAUER SHORT SLEEVE	89.14	68592		
109564	1	01	9/16/25	UNIFORM WORK SHIRTS	67.08	68592		
109564	2	11	9/16/25	UNIFORM WORK SHIRTS	458.15	68592		
109564	3	11	9/16/25	UNIFORM WORK SHIRTS	217.47	68592		
109564	4	12	9/16/25	UNIFORM WORK SHIRTS	152.91	68592		
109564	5	18	9/16/25	UNIFORM WORK SHIRTS	592.90	68592		
				** TOTAL **	1488.51	1488.51	.00	1488.51
				** VENDOR TOTAL **	1577.65	1577.65	.00	1577.65
		150030		BOB ALLEN FORD-OTTAWA				
FOCS254860	1	11	9/16/25	REPAIRS TO F250	2372.95	68580		
				** VENDOR TOTAL **	2372.95	2372.95	.00	2372.95
		160009		PACE ANALYTICAL SERVICES, LLC				

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
2560233910	1	160009	18	PACE ANALYTICAL SERVICES, LLC 9/16/25 MONTHLY TESTING	254.70	4147943E		
				** VENDOR TOTAL **	254.70	254.70	.00	254.70
34334	1	160050	18	PENNY'S AGGREGATE, INC. 9/16/25 295.04 TONS AB-3 ROCK	3555.22	68595		
				** VENDOR TOTAL **	3555.22	3555.22	.00	3555.22
AUG 2025	1	180790	01	ROYAL CLEANERS 9/16/25 AUG 2025 DRY CLEANING	60.23	68596		
				** VENDOR TOTAL **	60.23	60.23	.00	60.23
5225421-202508-1	1	200431	01	TRANSUNION RISK & ALTERNATIVE 9/16/25 TLO-AUG 2025	122.00	68597		
				** VENDOR TOTAL **	122.00	122.00	.00	122.00
INV00814875	1	300580	18	USA BLUE BOOK 9/16/25 UPPER GUIDE BRACKET, GAS	695.07	68598		
				** VENDOR TOTAL **	695.07	695.07	.00	695.07
31573/631574	1	300584	12	UTILITY SERVICE CO., INC. 9/16/25 ANNUAL ELEVATED TOWER SE	112098.00	68599		
				** VENDOR TOTAL **	112098.00	112098.00	.00	112098.00
X501365	1	500651	12	CORE & MAIN LP 9/16/25 6X12-1/2 REP-CLP	381.86	68582		
X509726	1		12	9/16/25 GREEN & BLUE MARKING PAI	142.80	68582		
X581826	1		12	9/16/25 RETURN PULSE CABLE	2099.36	68582		
X596195	1		12	9/16/25 COPPERSETTER	5934.00	68582		
				** VENDOR TOTAL **	4359.30	4359.30	.00	4359.30
5571774-000	1	600023	01	EQUIPMENTSHARE.COM, INC 9/16/25 CASE JOINT ASSY AND CABL	188.75	68586		
				** VENDOR TOTAL **	188.75	188.75	.00	188.75
SVC/268-436297	1	600064	11	DH PACE COMPANY, INC 9/16/25 LABOR & SERVICE ON BAY D	288.38	68594		
SVC/268-436297	2		01	9/16/25 LABOR & SERVICE ON BAY D	288.37	68594		
				** TOTAL **	576.75	576.75	.00	576.75
				** VENDOR TOTAL **	576.75	576.75	.00	576.75
		600109		ANIXTER INC				

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
		600109		ANIXTER INC				
6503826-03	1	11	9/16/25	PARTS FROM ANIXTER	480.15	68570		
6503826-04	1	11	9/16/25	PARTS FROM ANIXTER	359.87	68570		
6503826-05	1	11	9/16/25	PARTS FROM ANIXTER	641.74	68570		
6503826-06	1	11	9/16/25	PARTS FROM ANIXTER	464.32	68570		
6503826-07	1	11	9/16/25	PARTS FROM ANIXTER	1324.00	68570		
				** VENDOR TOTAL **	3270.08	3270.08	.00	3270.08
		600176		CORE & MAIN LP				
X514975	1	11	9/16/25	4XS MARKING FLAG RED	109.04	68583		
				** VENDOR TOTAL **	109.04	109.04	.00	109.04
		600202		ARROWHEAD HARDWARE-ACCT#6871				
ACCT#6871_AUG 2025	1	18	9/16/25	20V LED FLASHLIGHT	84.99	68573		
ACCT#6871_AUG 2025	2	18	9/16/25	4.5" CUTOFF WHEEL, GORIL	49.97	68573		
ACCT#6871_AUG 2025	3	18	9/16/25	GRAB HOOKS, ANCHOR, HITC	147.92	68573		
ACCT#6871_AUG 2025	4	18	9/16/25	SHOVAL, DIGGING BAR, POI	198.96	68573		
ACCT#6871_AUG 2025	5	18	9/16/25	18GA GATE, SPRAY PAINT,	223.35	68573		
ACCT#6871_AUG 2025	6	18	9/16/25	FASTENERS	72.98	68573		
ACCT#6871_AUG 2025	7	18	9/16/25	RECOVERY STRAP	71.98	68573		
ACCT#6871_AUG 2025	8	18	9/16/25	FASTENERS	83.97	68573		
ACCT#6871_AUG 2025	9	18	9/16/25	40Z GASKET SEALANT	11.99	68573		
ACCT#6871_AUG 2025	10	18	9/16/25	6ML THREADLOCKER	9.49	68573		
				** TOTAL **	955.60	955.60	.00	955.60
				** VENDOR TOTAL **	955.60	955.60	.00	955.60
		600209		DELTA COMMUNICATIONS, LLC				
10020829341	1	01	9/27/25	MONTHLY FIBER INTERNET	81.28	4147923E		
10020829341	2	11	9/27/25	MONTHLY FIBER INTERNET	152.35	4147923E		
10020829341	3	12	9/27/25	MONTHLY FIBER INTERNET	152.35	4147923E		
10020829341	4	18	9/27/25	MONTHLY FIBER INTERNET	27.09	4147923E		
10020829341	5	01	9/27/25	MONTHLY FIBER INTERNET	305.56	4147923E		
10020829341	6	27	9/27/25	MONTHLY FIBER INTERNET	246.77	4147923E		
10020829341	7	27	9/27/25	MONTHLY FIBER INTERNET	228.80	4147923E		
				** TOTAL **	1194.20	1194.20	.00	1194.20
10020827326	1	11	9/27/25	MONTHLY FIBER INTERNET	96.26	4147924E		
10020827326	2	12	9/27/25	MONTHLY FIBER INTERNET	96.25	4147924E		
				** TOTAL **	192.51	192.51	.00	192.51
				** VENDOR TOTAL **	1386.71	1386.71	.00	1386.71
		600263		BRIGHTSPEED				
08/19/25	1	01	9/10/25	ACCT #320003394 PHONE #785-594-7459	115.43	4147925E		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		

		600263	BRIGHTSPEED					
08/19/25	2	11	9/10/25	ACCT #320003394 PHONE #785-594-7459	115.43	4147925E		
				** TOTAL **	230.86	230.86	.00	230.86
				** VENDOR TOTAL **	230.86	230.86	.00	230.86
		600268	BRIGHTSPEED					
08/25/25	1	01	9/16/25	MAIN PHONE #785-594-6427 ACCT #313982913	52.33	4147930E		
08/25/25	2	01	9/16/25	MAIN PHONE #785-594-6427 ACCT #313982913	52.31	4147930E		
08/25/25	3	11	9/16/25	MAIN PHONE #785-594-6427 ACCT #313982913	52.32	4147930E		
				** TOTAL **	156.96	156.96	.00	156.96
				** VENDOR TOTAL **	156.96	156.96	.00	156.96
		600332	AMAZON CAPITAL SERVICES					
11FH-JYHV-QMVF	1	01	9/16/25	RETURNED CLEANER	20.98	4147944E		
13XD-QNKR-HRN3	1	01	9/16/25	COPY PAPER	39.97	4147944E		
13XD-QNKR-HRN3	2	01	9/16/25	24PK 9V BATTERIES	48.21	4147944E		
13XD-QNKR-HRN3	3	01	9/16/25	2 CROSSING GUARD VESTS	32.98	4147944E		
13XD-QNKR-HRN3	4	01	9/16/25	RAINCOAT, XXL	36.99	4147944E		
13XD-QNKR-HRN3	5	01	9/16/25	RAINCOAT, XXXL	36.99	4147944E		
13XD-QNKR-HRN3	6	01	9/16/25	LIGHT UP STOP SIGN	159.95	4147944E		
13XD-QNKR-HRN3	7	01	9/16/25	COPY PAPER	39.48	4147944E		
13XD-QNKR-HRN3	8	01	9/16/25	24CT BIC PENS	7.39	4147944E		
13XD-QNKR-HRN3	9	01	9/16/25	5-2PK 12V BATTERIES	35.25	4147944E		
				** TOTAL **	437.21	437.21	.00	437.21
1DP6-TV61-DD7D	1	01	9/16/25	PAPER TOWELS, TP, CLEANER	150.70	4147944E		
1H4X-QMCK-96CY	1	01	9/16/25	NOTEBOOKS, PAPER TOWELS	38.52	4147944E		
1H4X-QMCK-96CY	2	11	9/16/25	NOTEBOOKS, PAPER TOWELS	38.52	4147944E		
1H4X-QMCK-96CY	3	01	9/16/25	NOTEBOOKS, PAPER TOWELS	62.97	4147944E		
				** TOTAL **	140.01	140.01	.00	140.01
1J3T-H6LJ-CHRP	1	18	9/16/25	K-CUPS, KLEENEX, TOILET	166.59	4147944E		
1RR3--CKQW-9RPT	1	01	9/16/25	PENTEL LIQUID GEL PEN	7.97	4147944E		
1WH9-RV44-7TM6	1	03	9/16/25	MOWER TRACTOR SEAT	319.99	4147944E		
1XJK-XFL6-CJL6	1	01	9/16/25	24 PACK SAFETY GLASSES	30.99	4147944E		
1XJK-XFL6-CJL6	2	01	9/16/25	2 WATER SENTRY FILTERS	154.64	4147944E		
				** TOTAL **	185.63	185.63	.00	185.63
				** VENDOR TOTAL **	1387.12	1387.12	.00	1387.12

600397 EJ EQUIPMENT, INC.

INVOICE	LN	DIST ID	DUE DATE REFERENCE	PAID AMT	CHECK NO		
		600397	EJ EQUIPMENT, INC.				
P07813	1	18	9/16/25 PARTS FROM EJ EQUIPMENT	610.45	68585		
			** VENDOR TOTAL **	610.45	610.45	.00	610.45
		600402	BENNETT BEAM CONSULTING & MGMT				
0018	1	01	9/16/25 IT SERVICES 08/11/25-09/	8840.00	68577		
0018	2	11	9/16/25 IT SERVICES 08/11/25-09/	1776.67	68577		
0018	3	12	9/16/25 IT SERVICES 08/11/25-09/	1776.67	68577		
0018	4	18	9/16/25 IT SERVICES 08/11/25-09/	1776.66	68577		
0018	5	01	9/16/25 IT SERVICES 08/11/25-09/	260.00	68577		
0018	6	01	9/16/25 IT SERVICES 08/11/25-09/	4980.00	68577		
			** TOTAL **	19410.00	19410.00	.00	19410.00
			** VENDOR TOTAL **	19410.00	19410.00	.00	19410.00
		600421	HEALTH EQUITY				
d37mtws	1	01	9/04/25 HSA MONTHLY FEES FOR SEP	40.50	4147926E		
			** VENDOR TOTAL **	40.50	40.50	.00	40.50
		600437	MURPHY TRACTOR & EQUIPMENT				
2512539	1	18	9/16/25 1849R2 18"HDBKT W/D PINS	595.00	68591		
			** VENDOR TOTAL **	595.00	595.00	.00	595.00
		600438	CURRY, MACK WILLIE III				
SEPTEMBER 2025	1	01	9/30/25 MONTHLY JUDGE COMPENSATI	600.00	4147922E		
			** VENDOR TOTAL **	600.00	600.00	.00	600.00
		600465	CINTAS CORPORATION				
4239142334	1	01	9/16/25 MAT SERVICE	29.65	4147945E		
			** VENDOR TOTAL **	29.65	29.65	.00	29.65
		600472	DARROW, EVAN M				
CHILDREN'S MERCY	1	01	9/16/25 REIMB CLASS AT CHILDREN'	35.00	68584		
			** VENDOR TOTAL **	35.00	35.00	.00	35.00
		600473	AMWELL				
INV028099	1	18	9/16/25 LOT OF MISC PARTS FOR BO	15427.00	68569		
			** VENDOR TOTAL **	15427.00	15427.00	.00	15427.00
			** E-PAYMENT TOTAL **				43147.16
			** PRINTD CHK TOTAL **				224130.66
			** GRAND TOTAL **	267277.82	267277.82	.00	267277.82

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01.00.0001	GENERAL FUND CASH ACCT	.00	19,081.57	19,081.57-
01.00.0020	ACCOUNTS PAYABLE	19,081.57	.00	19,081.57
03.00.0001	CEMETERY FUND CASH ACCOUNT	.00	52.46	52.46-
03.00.0020	ACCOUNTS PAYABLE	52.46	.00	52.46
11.00.0001	ELECTRIC UTILITY CASH ACCT	.00	22,390.24	22,390.24-
11.00.0020	ACCOUNTS PAYABLE	22,390.24	.00	22,390.24
12.00.0001	WATER UTILITY CASH ACCT	.00	118,539.10	118,539.10-
12.00.0020	ACCOUNTS PAYABLE	118,539.10	.00	118,539.10
18.00.0001	WASTEWATER UTILITY CASH ACCT	.00	24,620.25	24,620.25-
18.00.0020	ACCOUNTS PAYABLE	24,620.25	.00	24,620.25
24.00.0001	REFUSE UTILITY CASH ACCT	.00	39,447.04	39,447.04-
24.00.0020	ACCOUNTS PAYABLE	39,447.04	.00	39,447.04

TRANSACTION TOTALS	224,130.66	224,130.66	.00
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FUND	NAME	DEBITS	CREDITS
01	GENERAL FUND	19,081.57	19,081.57
03	CEMETERY	52.46	52.46
11	ELECTRIC UTILITY	22,390.24	22,390.24
12	WATER UTILITY	118,539.10	118,539.10
18	WASTEWATER UTILITY	24,620.25	24,620.25
24	REFUSE UTILITY	39,447.04	39,447.04
TOTALS		224,130.66	224,130.66

CITY OF
BALDWIN
CITY

SPECIAL EVENTS APPLICATION

Submit completed application to City Clerk Office thirty (30) days prior to event

Date: Sept 4th, 2025

Name of contact person Cassie Stephenson

Phone 254-423-1931

Email cassie.stephenson@hotmail.com

Name of Sponsoring Business or Organization (if different than above) Family Church

Address or location of event Sullivan Square

Describe the type of event proposed Oct. 5th Date(s) of proposed event: A Fun Free Family Event

Hours of operation: Have the space from 3-7 for set up
Actual event is from 4-6

Please describe the details of your event in the space provided below. Attach additional sheets if necessary Free Food, Apple Cider Slushies, Pumpkin Decorating, bancey House, Caramel Apple Bar, Face Painting

Attendance: Total anticipated attendance: Persons 300 Vehicles

Electrical - does your event require electricity? Yes for bancey houses

Yes (if yes, show location(s) on map & Complete Green Utility Card)

Code 15-222 b., (1) - (b): Electrical Service shall not be installed until receipt of written request, \$25 activation fee. All energy consumed shall be metered and billed according to the rate set forth in Section 15-201(c).

Only the City, or its designee, may install or activate such temporary services and any materials used shall remain the property of the City.

Barricades - does your event require street closure? yes

Yes (if yes, show location(s) on map) Just for High Street between 7th & 8th Street

Trash: How will trash be managed? Provide Own Trash Receptacles

Can we have trash cans provided for us?

Request City Services (show location(s) on map)

Restrooms: Number of Portable Restrooms	(Show location(s) on map)
Company to place/remove	

Use Restrooms in
Sullivan Square

CONFIDENTIAL

Company contacts info

Structures: Are temporary buildings, site improvements or alterations, grills, tents, canopies, inflatable structures, or live music proposed with this request? No ☒ Yes (If yes, show location(s) on map)

If yes, please describe:

Just inflatables - two of them

Signs: Are signs or attention attracting devices proposed with this event? No ☒ Yes (if yes, show on map)

Publicizing Event: Will the proposed event be advertised to the public?

☒ Yes - Flyers

Yes - Newspapers

Yes - Radio/TV (Please attach copy)

Probably Social Media

APPLICATION CHECKLIST

Completed Application

Map - Attach a map showing street(s) and location of the event as described above.
Map to Include Locations for: Electrical, Barricade, Trash, Restrooms, Structures, and Signs

Insurance coverage - Applications for all events *held on public property and/or assisted by the City of Baldwin City* must be accompanied by a Certificate of Insurance identifying the City as "Additional Insured." Proof of Liability and Bodily Injury Insurance Coverage at a minimum amount of \$500,000.00 combined single limit per occurrence with a minimum aggregate limit of \$1,000,000 is required. Insurance certificates must reference the event to be held and be dated within 30 days of the event. Contact City Clerk, Amara Packard at apackard@baldwincity.gov or call 785.594.6427 to confirm if applicable to your

event.

Non-Profit: Fee's may be waived by the City Administrator if a letter showing non-profit status is included with application.

Application fees: \$100.00

Utility fees: If electric service is requested, a fee of \$25.00 plus the cost of electricity used will be assessed. Applicants must complete a Green Utility Card in advance and include with the application.

Alcohol: If alcohol is to be served or sold a copy of the *approved KSDR Form ABC-892 Temporary Permit Application and Agreement* on file with the City Clerk.

***Fillable Form ABC-892** available online:

<https://www.ksrevenue.org/pdf/abc892.pdf#search=892>

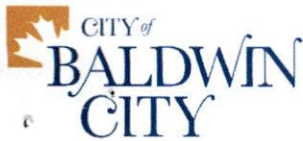
I certify that the information contained in and attached to this application is correct, and I agree to abide by the terms of the Code of the City of Baldwin City, Kansas, which regulate special events, and by the specific terms and stipulations of this permit.

By signing this application, the applicants for a Special Event Permit agree to hold the City of Baldwin City and its employees harmless for any and all claims, lawsuits, or liability including attorney fees, costs allegedly arising out of loss, damages, or injury to person or person's property occurring during the course of or pertaining to the Special Event caused by the conduct of employees or agents of applicants.

Applicants Signature:



Applications for a special event filed after thirty (30) days prior to the event
may not be considered



SPECIAL EVENTS APPLICATION

Submit completed application to City Clerk Office thirty (30) days prior to event

Date: 8/27/24

Name of contact person Logan Dingus

Phone 276-591-7546

Email logan.dingus@bakeru.edu

Name of Sponsoring Business or Organization *(if different than above)*

Address or location of event Liston Stadium

Describe the **type of event** proposed Marching Band Competition

Date(s) of proposed event: 10/8/25

Hours of operation: 11 AM - 9:00 PM

Please describe the **details** of your event in the space provided below. Attach additional sheets if necessary

Attendance: Total anticipated attendance: Persons 1,200 Vehicles ~30 busse

Electrical - does your event require electricity? ☐ No ☒ Yes (if yes, show location(s) on map)

Barricades – does your event require street closure? ☐ No ☒ Yes (if yes, show location(s) on map)

Trash: How will trash be managed? ☒ Provide Own Trash Receptacles

☐ Request City Services (show location(s) on map)

Restrooms: Number of Portable Restrooms 0

Company to place/remove _____

Company contact info _____

Structures: Are temporary buildings, site improvements or alterations, grills, tents, canopies, inflatable structures, or live music proposed with this request? ☒ No ☐ Yes

If yes, please describe:

Signs: Are signs or attention attracting devices proposed with this event? ☐ No ☒ Yes (if yes, show on map)

Publicizing Event: Will the proposed event be advertised to the public?

☐ No ☒ Yes – Flyers ☒ Yes – Newspapers ☐ Yes – Radio/TV (*Please attach copy*)

REQUIRED DOCUMENTS CHECK LIST:

- ☒ **Completed Application**
- ☒ **Map** - Attach a map showing street(s) and location of the event as described above.
- ☒ **Insurance coverage** – Applications for all events *held on public property and/or assisted by the City of Baldwin City* must be accompanied by a Certificate of Insurance identifying the City as "Additional Insured." Proof of liability and bodily injury insurance coverage at a minimum amount of \$500,000.00 combined single limit per occurrence with a minimum aggregate limit of \$1,000,000 is required. Insurance certificates must reference the event to be held and be dated within 30 days of the event. **Contact City Clerk, Laura Hartman at lhartman@baldwincity.org or call 785.594.6427 to confirm if applicable to your event.**
- ☒ **Non-Profit:** Fee's may be waived by the City Administrator if a letter showing non-profit status is included with application.
- ☐ **Application fees:** \$100.00
- ☐ **Utility fees:** If electric service is requested, a fee of \$25.00 plus the cost of electricity used will be assessed. Applicants must complete a utility card in advance and include with the application.
- ☐ **Alcohol:** If alcohol is to be served or sold a copy of the *approved KSDR Form ABC-830 Temporary Permit Application and Agreement* on file with the City Clerk.

I certify that the information contained in and attached to this application is correct, and I agree to abide by the terms of the Code of the City of Baldwin City, Kansas, which regulate special events, and by the specific terms and stipulations of this permit.

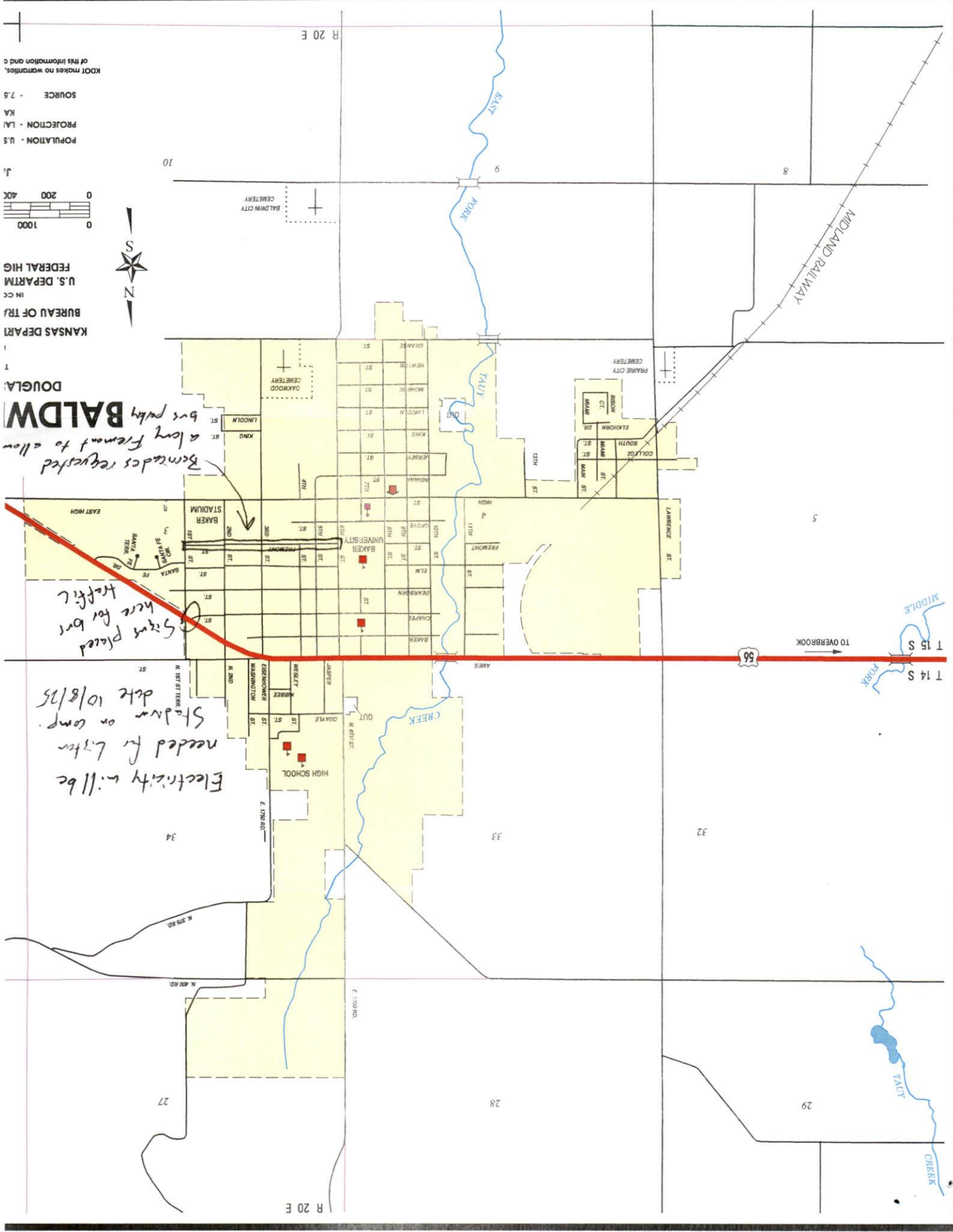
By signing this application, the applicants for a Special Event Permit agree to hold the City of Baldwin City and its employees harmless for any and all claims, lawsuits, or liability including attorney fees, costs allegedly arising out of loss, damages, or injury to person or person's property occurring during the course of or pertaining to the Special Event caused by the conduct of employees or agents of applicants.

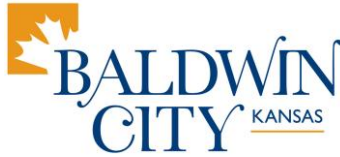
Applicants Signature:  _____

Applications for a special event filed after thirty (30) days prior to the event may not be considered

KANSAS DEPT. OF TR. & HIGHWAYS
 BUREAU OF TR. & HIGHWAYS
 U.S. DEPARTMENT OF COMMERCE
 FEDERAL HIGHWAY MAP
 IN CO. 1000
 0 200 400
 1000
 J
 POPULATION - U.S.
 PROJECTION - LA.
 KA
 SOURCE - 7.5
 of this information and c
 KDOT makes no warranty

BALDWIN
 a long freeway to allow
 Buses requested
 5 signs placed
 here for bus
 traffic
 Electricity will be
 needed for LTR
 Shaded on comp.
 date 10/8/75





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

