

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
December 2nd, 2025
7:00 PM



A. Call to Order-Mayor Casey Simoneau

B. Approval of Agenda

C. Consent Agenda

1. Minutes 11.18.2025
2. Scheduled Claims List

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

G. New Business

1. Ordinance 1526
2. Ordinance 1527
3. Ordinance 1528
4. Community Center Agreement
5. Sullivan Square Agreement
6. Pool Agreement
7. Golf Course Agreement

H. Council Committee Reports

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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
 6. Lake Advisory Committee-Jay King/Julie Constantinescu
 7. Communications Policy Advisory Committee-Susan Pitts

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, November 18, 2025
Regular Council Meeting

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, Scott Lauridsen and Julie Constantinescu.

Also, attending: Russ Harding-Interim City Administrator; Amara Packard-City Clerk; Shiloh Afonja-Deputy City Clerk, and Sgt. Stephenson-Police Department.

B. Approval of Agenda

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

C. Consent Agenda

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

1. Minutes - 11.04.25
2. Scheduled Claims List
3. Special Event-Festival of Lights
4. Liquor License-The Bullpen

D. Public Comment

Tina Rakes-Wanted to ask the council and mayor if there were any updates with the water line project that could be shared. Tina also asked where the process was with the new City Administrator position.

Gerald Cullumber-Asked the city council where they stood on the City Administrator position and feels he should be involved in the hiring process as a new incoming mayor.

E. Special Reports or Presentations

F. Old Business

G. New Business

1. Planning Commission Appointment

A member of the planning commission resigned recently so Mayor Simoneau recommended to the council the appointment of Joe Torkelson to the Planning Commission, to finish the term of the person stepping down.

Joe Torkelson has been through the planning commission a couple of times for Airbnb and a rezone. He is captain of the Palmyra Fire Department, he is a general contractor, and has been in construction for 20 years.

Cory Venable moved and Susan Pitts seconded to approve Joe Torkelson as a Planning Commission appointee. Motion passes 5-0.

2. Ordinance 1524

Susan Pitts recused herself.

This ordinance is in regards to airbnb's within the city. There have been many requests, and none have been disapproved. This ordinance would repeal the ordinance for bed and breakfasts in town, which is what the city has been following.

Stu Young-Code Administrator-went over residential code, and how the bed and breakfast code allows for neighbors to weigh in on if they want a bed and breakfast in their neighborhood. There are many safety issues that are looked at during their yearly inspection. Stu requested no change in the current regulations.

Tina Rakes spoke about how transparency is so important and letting property owners within 200 feet of the proposed property know what is going on is important.

Mayor Simoneau asked Tina if Lawrence recently relaxed their airbnb code for the World Cup. Tina told the council there have been big discussions with Lawrence area to Kansas City to Wichita on how to deal with the World Cup attendees the best. She suggested taking that into consideration when discussing this ordinance.

Joe Torkelson said he had heard that Lawrence was not going to be cracking down on the non-registered Airbnbs. He asked what incentive does anyone have to go through the planning commission if there is no recourse for not following through all of the steps in place.

Tina Rakes said the codes department is now a department of 1, instead of a department of 4 when she worked for the city, which makes it hard to catch sometimes.

Cory Venable said the goal of incentivizing is good, it balances it with safety.

Scott Lauridsen thinks that neighborhood input is important.

Jay King asked what the current process is now to get an airbnb.

Stu said they start at Public Works and meet with himself or Russ, and file an application for a conditional use permit. That process allows the neighbors to be able to give their input. Stu said the process has gone very well so far. The process takes about a month, then they fill out a permit, which then requires an inspection.

Jay King asked how to shorten the process.

Stu said that the planning commission would have to meet more than once a month, and the mailers have to be mailed out so many days in advance by state statute.

Tina Rakes gave some suggestions on how to make the short-term rental approval shorter for the time period of the World Cup and suggested doing some outreach as well.

Council would like staff to go out to other cities to see what their ordinances look like and bring back a model ordinance for review.

Susan Pitts returned to the meeting.

3. Ordinance 1525

This ordinance is over RV's. Currently our ordinance allows for one visiting camper for a 30-day period and that it can be stored in your side or rear yard. It is very difficult for emergency services to locate people if they are staying in a camper, and don't know the address, or don't specify they are in a camper at that address. The current ordinance says after 30 days a permit is required, and there are only 30 days allowed to live in it per year.

Scott Lauridsen stated that he thinks there should be a time limit on it, and neighbor input.

City Attorney Shaye says that having guidelines in place to enforce is crucial.

H. Committee Reports

1. Budget and Finance - Scott Lauridsen/Cory Venable

- Reviewed year to date financials and projected year end reserves.
- Jeff is working on getting the 2026 utility costs and usage forecast from KMEA.
- The first meeting in February is when the rate adjustments need to be set.
- Discussed utility bill format change recommendation.
- Baker Tilly is looking at the water and wastewater reserve and policy, and reviewing rates.

Next meeting 11/21/2025 at 7:30am, second floor of City Hall

2. Community Development - Cory Venable/Susan Pitts

Next meeting will be 11/24/2025 at 4:00pm, second floor of City Hall

3. Public Safety - Susan Pitts/Jay King

Next meeting will be 12/09/2025 at 4:00pm, second floor of City Hall

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

Next meeting 11/20/2025 at 9:00am, Public Works Conference Room

5. Strategic Planning-Scott Lauridsen/Julie Constantinescu

Next meeting 11/21/2025 at 10:00am, second floor of City Hall

6. Lake Advisory Committee-Julie Constantinescu/Jay King

Next meeting will be TBD at 6:00pm, Community Center

7. Communications Advisory Board-Susan Pitts/Scott Lauridsen.

Next meeting will be 11/21/2025 at 2:00pm, Community Center

I. City Administrator and Staff Comments

J. Council & Mayor Comments

Mayor Simoneau said he does not have any updates on the waterline.

On the administrators search, the committee has narrowed the selection down. Going forward it is the council's decision on how everything is handled.

K. Executive Session

Cory Venable moved and Julie Constantinescu seconded to enter into executive session for the purposes of discussing non-elected personnel with our city attorney, council and mayor for 20 minutes, until 8:25pm.

The Mayor called the regular meeting back to order at 8:25pm.

L. Adjourn

Julie Constantinescu moved and Jay King seconded to adjourn the regular meeting. Motion passes 5-0. Time: 8:25 p.m.

Attest:

Amara M. Packard
City Clerk

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
10/28/2025 MILEAGE	AMARA PACKARD 320.76 MILES TO CONFERENCE	01.01.2160		224.53		
					224.53	68767 12/02/25
1K1N-7X4G-7TW7	AMAZON CAPITAL SERVICES PLANT FOOD, DRAWER ORGANIZERS	01.01.3110		50.62		
					50.62	41482205 12/02/25
1V3T-NGHK-L6VF	RETURNED 50 LEGAL PENDAFLEX	01.07.3110		98.44-		
					98.44-	41482205 12/02/25
1WKC-GP9J-P97N	PAPER PLATES/BOWLS/STAPLER	01.02.3800		53.00		
	PAPER PLATES/BOWLS/STAPLER	01.02.3110		14.52		
					67.52	41482205 12/02/25
1WW7-GLCP-DY17	COILS AND KIT	11.24.3355		645.22		
					645.22	41482205 12/02/25
1XH4-4WXC-7FDR	COFFEE	18.21.3110		37.95		
					37.95	41482205 12/02/25
56185	AMERICAN EQUIPMENT SNOW PLOW PARTS	01.02.3330		6,840.08		
					6,840.08	68768 12/02/25
6503826-10	ANIXTER INC FUSES 8/25/50AMP	11.25.4239		1,655.03		
					1,655.03	68769 12/02/25
6583974-01	COPPER CONNECTORS/STIRRUP	11.25.4239		2,853.07		
					2,853.07	68769 12/02/25
6583974-02	HOTSTICK CLEANER/TAPE	40.24.2204.1120		898.04		
					898.04	68769 12/02/25
6583974-04	HOTSTICK CLEANER	11.25.4239		189.37		
					189.37	68769 12/02/25
6601762-00	BLT MACH 5/8" X 12" SQ NUTS	40.24.2204.1120		616.17		
					616.17	68769 12/02/25
BT3392217	BAKER TILLY MUNI ADV/SPRN RETAINER FOR NOV 2025	01.01.2850		650.00		
	RETAINER FOR NOV 2025	11.26.2850		2,600.00		
	RETAINER FOR NOV 2025	12.11.2850		2,600.00		
	RETAINER FOR NOV 2025	18.21.2850		650.00		
					6,500.00	68770 12/02/25
251269M#1	BG CONSULTANTS INC BUILDING PERMIT APP REVIEW	01.35.2430		986.00		
					986.00	68771 12/02/25
SEP 2025 - NOV 2025	COMPANION ANIMAL HOSPITAL SEP-NOV 2025 SVC CONTRACT	01.05.3891		1,200.00		
					1,200.00	68772 12/02/25
X731988	CORE & MAIN - 084041 (EX) SRII METERS	12.12.4235		4,136.40		
					4,136.40	68773 12/02/25
PS-INV246383	CORO MEDICAL LLC 2 AED, 2 TAGS, 2 DECAL, 2 PADS	01.05.3006		4,221.24		
					4,221.24	68774 12/02/25
PS-INV246767	11 PEDI PADZ	01.05.3006		1,556.49		
					1,556.49	68774 12/02/25
PS-INV246924	7 CPR PADZ	01.05.3006		1,469.77		
					1,469.77	68774 12/02/25
CLAIM #1885866	EMC INSURANCE-WC DEDUCTIB LINEBACKER DEDUCTIBLE	01.05.2410		5,000.00		
					5,000.00	68775 12/02/25

CLAIMS BY VENDOR

VENDOR NAME			PAYMENT			
INVOICE NUMBER	REFERENCE	GL ACCOUNT #	AMOUNT	AMOUNT	CHECK #	CHECK DATE
PS460129524	FOLEY EQUIPMENT CO-11408 ELEMENTS FOR LOADER	01.02.2530	96.84		96.84	68776 12/02/25
144-24-3	GORDON CPA LLC 2024 AUDIT INVOICE #3 2024 AUDIT INVOICE #3 2024 AUDIT INVOICE #3 2024 AUDIT INVOICE #3	01.01.2852 11.26.2852 12.11.2852 18.21.2852	350.00 350.00 150.00 150.00		1,000.00	68777 12/02/25
INV-655666239	GROUNDS GUYS OF OLATHE 50% BALANCE ON 2025 XMAS DECOR	01.01.2516	15,865.72		15,865.72	68778 12/02/25
0071007-2026	LAWRENCE JOURNAL WORLD 2026 JOURNAL WORLD SUBSCRIPTIO	01.01.2721	155.40		155.40	68779 12/02/25
200016339	LEAGUE OF KS MUNICIPALITI ETHICS & CIVILITY TRAINING	01.01.2140	150.00		150.00	68780 12/02/25
060582	LOU'S GLOVES XXL NITRILE GLOVES	18.22.3680	198.00		198.00	68781 12/02/25
887552	MID WEST EXTERMINATORS OF MONTHLY PEST CONTROL	01.02.2999	50.00		50.00	68782 12/02/25
899752	MONTHLY PEST CONTROL	01.02.2999	50.00		50.00	68782 12/02/25
86137	NORRIS EQUIPMENT CO LLC OIL NEW CLUCTH FOR MOWER	03.01.3530 03.01.2530	109.80 669.93		779.73	68783 12/02/25
86138	TIRE-BAR	03.01.3350	322.66		322.66	68783 12/02/25
1379799	NORTH AMERICA FIRE EQUIP LEATHER LARGE CLOSE	01.05.3610	32.52		32.52	68784 12/02/25
2560237923	PACE ANALYTICAL SERVICES, MONTHLY TESTING FEE	18.22.2202	549.30		549.30	41482206 12/02/25
2560237940	MONTHLY TESTING FEES	18.22.2202	254.70		254.70	41482206 12/02/25
ar1/51045278	PARKSON CORPORATION GEARMOTOR	18.22.2530	2,843.00		2,843.00	68785 12/02/25
94272723	ROYAL METAL IND. INC. STEEL STOCK	01.02.3320	522.92		522.92	68786 12/02/25
10528	TG TECHNICAL SERVICES TG TECH FIELD CALIB/SENSOR REP	01.04.2209	337.20		337.20	68787 12/02/25
5225421-202510-1	TRANSUNION RISK & ALTERNA OCT 2025 TLO	01.05.2850	118.00		118.00	68788 12/02/25
	US AUTOFORCE					

12/02/2025 THRU 12/02/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
0013097752	US AUTOFORCE TIRES	01.02.3350		637.76		
					637.76	41482219 12/02/25
					=====	
	REPORT TOTAL				63,012.81	

ORDINANCE NO. 1526

AN ORDINANCE RELATING TO REZONING CERTAIN PROPERTY FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1B) TO PLANNED LIMITED COMMERCIAL DISTRICT (CP-1), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF BALDWIN CITY, KANSAS.

WHEREAS, application has been made by a representative of the owner to rezone certain property within the City of Baldwin City, Kansas; and

WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owners in conformance with K.S.A. 12-757; and

WHEREAS, the Baldwin City Planning Commission held a public hearing on November 18, 2025 regarding the application and, by a 5-0 unanimous vote of the members present, recommended the property in question be rezoned.

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

Section 1. That the property, situated on the South side of Ridge Lane in the City of Baldwin City, Douglas County, Kansas, and described as follows:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF BALDWIN CITY, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED BY STEVEN D. WILLIAMS, PS-1391 ON OCTOBER 9, 2025 AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 01° 41' 27" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 405.92 FEET TO A POINT ON THE CENTERLINE OF NORTH 400 ROAD; THENCE NORTH 48° 13' 13" WEST ALONG SAID CENTERLINE, 344.64 FEET; THENCE SOUTH 01° 42' 32" EAST, 41.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID NORTH 400 ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT A IN PARKSIDE ADDITION 2ND PLAT, A SUBDIVISION IN THE CITY OF BALDWIN CITY, DOUGLAS COUNTY, KANSAS AND POINT OF BEGINNING; THENCE CONTINUING SOUTH 01° 42' 32" EAST ALONG THE WEST LINE OF SAID TRACT A, 118.97 FEET; THENCE SOUTH 76° 48' 42" WEST, 270.22 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 152.31 FEET, A CHORD BEARING OF NORTH 21° 20' 26" WEST AND A CHORD DISTANCE OF 151.80 FEET; THENCE NORTH 29° 24' 39" WEST, 123.22 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIDGE LANE; THENCE CONTINUING ALONG SAID RIDGE LANE RIGHT OF WAY LINE ON A

CURVE TO THE LEFT WITH A RADIUS OF 382.24 FEET, AN ARC LENGTH OF 125.31 FEET, A CHORD BEARING OF NORTH 51° 10' 54" EAST AND A CHORD DISTANCE OF 124.75 FEET; THENCE CONTINUING ALONG SAID RIDGE LANE RIGHT OF WAY LINE NORTH 41° 51' 26" EAST, 76.14 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH 400 ROAD; THENCE SOUTH 48° 13' 13" EAST ALONG SAID NORTH 400 ROAD RIGHT OF WAY, 304.80 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 85,790 SQUARE FEET, MORE OR LESS.

be, and the same is, hereby ordered rezoned from its present zoning district classification of Single-Family Residential District (R-1B) to Planned Limited Commercial District (CP-1).

SECTION 2. The Zoning Administrator of the City of Baldwin City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his or her custody and to show the property herein described to be zoned "CP-1" Planned Limited Commercial District.

SECTION 3. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall take effect on its passage and upon its publication as required by law.

Passed by the City Council this 2nd day of December, 2025

Casey Simoneau, Mayor

ATTEST: _____

Amara Packard, City Clerk



PUBLIC HEARING NOTICE:

October 29, 2025

As a property owner, within 200 feet in the city or 1,000 feet in the county and adjacent to the proposed **Property Rezone**, you are hereby notified that a **public hearing** will be held at the **Baldwin City Library located at 800 7th Street** on the following date:

Tuesday, November 18, 2025 at 7:00 p.m.



The public hearing shall provide everyone with the opportunity to speak in favor of, or in opposition to, the request. Written comments will also be accepted and will be presented at the public hearing. Inquiries or written comments may be submitted to:

*City of Baldwin City
Russ Harding, Zoning Administrator
PO Box 86
Baldwin City, KS 66006
785-594-6427*

**APPLICATION FOR CHANGE OF ZONING CLASSIFICATION (REZONING) OR A
CONDITIONAL USE PERMIT**

This is an application for change of zoning classification (rezoning) or for a Conditional Use Permit. The form must be completed and filed at the office of the Zoning Administrator in accordance with directions on the accompanying instruction sheet.

AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.

1. Name of applicant or applicants (owner(s) and/or their agent(s)). All owners of all property requested to be rezoned must be listed in this form.

A. Applicant/Owner Baldwin Land Company, Inc.

Address P.O. Box 616,

Address Baldwin City, Kansas 66006

Phone Dave, 785 766-1306, Jeff, 785 766-7500

B. Agent J. Dean Grob, Grob Engineering Services, LLC

Address 1223 Iowa Street

Address Lawrence, Kansas 66044

Phone 785 856-1900

(Use separate sheet if necessary for names of additional owners/applicants.)

2. The applicant hereby requests:

R-1B CP-1

☒ A change of zoning from _____ to _____.

_____ A Conditional Use for the following: _____

3. The property is legally described as (Lot and Block or Metes and Bounds):

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF BALDWIN CITY, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED BY STEVEN D. WILLIAMS, PS-1391 ON OCTOBER 9, 2025 AS FOLLOWS:
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4. This property address is: Not established yet

The general location is (use appropriate section):

A. At the SE (NW, NE, SW or SE) corner of N400 Road (street/road) and Ridge Lane (street/road) or,

B. On the NE (N, S, E, W) side of Ridge Road (proposed) (Street) (Road) between _____ (Street) (Road) and Ridge Lane (Street) (Road).

5. I request this change in zoning for the following reasons (Do not include reference to proposed uses for a rezoning.)

The property is zoned R-1B no longer applicable. New Baldwin City zoning required for development.

6. I (We), the applicant(s), acknowledge receipt of the instruction sheet explaining the method of submitting this application. I (We) realize that this application cannot be processed unless it is completely filled in; is accompanied by an ownership list as required in the instruction sheet; and is accompanied by the appropriate fee.

(Owner)

(Owner)

By


Authorized Agent (if any)

By

Authorized Agent (if any)

VI. OFFICE USE ONLY:

This application was received at the office of the Zoning Administrator at _____ (A.M.) (P.M.) on _____ day of _____, 20____. This application has been checked and found to be complete and accompanied by the required documents and the appropriate fee of \$_____.

Name

Title

BALDWIN DAYCARE ZONING LEGAL

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF BALDWIN CITY, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED BY STEVEN D. WILLIAMS, PS-1391 ON OCTOBER 9, 2025 AS FOLLOWS:

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Published in the Lawrence Journal World on the _____ day of December, 2025

ORDINANCE NO 1527

AN ORDINANCE VACATING STREET RIGHT-OF-WAY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BALDWIN CITY, KANSAS UNDER THE AUTHORITY GRANTED BY CHAPTER XVI, CODE OF THE CITY OF BALDWIN CITY, KANSAS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BALDWIN CITY, KANSAS, THAT:

SECTION 1 That the street right-of-way adjacent to Lots 4 and 5 located in Prairie Addition in the City of Baldwin City, Douglas County, Kansas, and described as follows:

A TRACT OF LAND LOCATED IN PRAIRIE ADDITION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF BALDWIN CITY, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED BY STEVEN D. WILLIAMS, PS1391 ON OCTOBER 15, 2025 AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 IN SAID PRAIRIE ADDITION; THENCE SOUTH 00° 11' 00" WEST, 60.03 FEET TO THE NORTHEAST CORNER OF LOT 5 IN SAID PRAIRIE ADDITION; THENCE NORTH 88° WEST ALONG THE NORTH LINE OF SAID LOT 5, 102.55 FEET TO THE WEST LINE OF SAID PRAIRIE ADDITION AND THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00° 11' 00" EAST ALONG SAID WEST LINE OF PRAIRIE ADDITION, 60.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4 IN PRAIRIE ADDITION; THENCE SOUTH 88° EAST ALONG THE SOUTH LINE OF SAID LOT 4, 102.55 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 6,156 SQUARE FEET, MORE OR LESS.

SECTION 2 That the Planning Commission held a public hearing on November 18, 2025 regarding the street vacation petition and recommended approval after due and proper legal notice was given by publication in the Lawrence Journal World, as required by law on October 21, 2022, which was at least 20-days prior to the public hearing.

SECTION 3 That no private property rights will be inquired by the street vacation, as described herein, and the public will not suffer loss or inconvenience thereby.

SECTION 4 That no written objection to said street vacation has been filed with the City Clerk by any adjoining owner of said street vacation.

SECTION 5 That the City Council finds that no land adjoining said street to be vacated will be left without an established public road connection, and said street to be vacated is no longer necessary for public use and convenience.

SECTION 6 That the title to the real estate included in said street shall revert to the property owner of the real estate immediately abutting thereon.

SECTION 7 EFFECTIVE DATE OF ORDINANCE. This Ordinance shall take effect on its passage and upon its publication as required by law.

Passed by the City Council this 2nd day of December, 2025.

Casey Simoneau, Mayor

ATTEST: _____
Amara Packard, City Clerk



PUBLIC HEARING NOTICE:

October 29, 2025

As a property owner, within 200 feet in the city or 1,000 feet in the county and adjacent to the proposed Street Vacate, you are hereby notified that a **public hearing** will be held at the **Baldwin City Library located at 800 7th Street** on the following date:

Tuesday, November 18, 2025 at 7:00 p.m.



The public hearing shall provide everyone with the opportunity to speak in favor of, or in opposition to, the request. Written comments will also be accepted and will be presented at the public hearing. Inquiries or written comments may be submitted to:

*City of Baldwin City
Russ Harding, Zoning Administrator
PO Box 86
Baldwin City, KS 66006
785-594-6427*

BEFORE THE BALDWIN CITY PLANNING COMMISSION

IN THE MATTER OF THE VACATION OF

GENERALLY LOCATED AT

)
)
) CASE NO. _____
)
)
)

VACATION PETITION

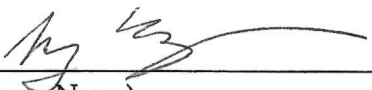
COMES NOW your petitioner(s), Ande Parks, and pray(s) for the vacation of the following described Street, to wit:

See Attached

1. That the petitioner(s) is/are owner(s) of real property adjacent to and abutting the herein described Street.
2. That no private rights will be injured or endangered by the vacation of Street, described herein, and that the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s) hereof, the prayer(s) of the petitioner(s) for the vacation of Street should be granted.

WHEREFORE, petitioner(s) pray(s) that this petition be set for hearing before the Baldwin City Planning Commission, that notice of said hearing be given as provided by law, and that at such time and place and at such hearing, the Baldwin City Planning Commission recommends the governing body having jurisdiction orders the vacation of the above described Street.

(Owner)



(Owner Name)

Petitioner(s) or
Agent of Petitioner(s)

10/14/25
Date

A TRACT OF LAND LOCATED IN PRAIRIE ADDITION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF BALDWIN CITY, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED BY STEVEN D. WILLIAMS, PS1391 ON OCTOBER 15, 2025 AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 IN SAID PRAIRIE ADDITION; THENCE SOUTH 00° 11' 00" WEST, 60.03 FEET TO THE NORTHEAST CORNER OF LOT 5 IN SAID PRAIRIE ADDITION; THENCE NORTH 88° WEST ALONG THE NORTH LINE OF SAID LOT 5, 102.55 FEET TO THE WEST LINE OF SAID PRAIRIE ADDITION AND THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00° 11' 00" EAST ALONG SAID WEST LINE OF PRAIRIE ADDITION, 60.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4 IN PRAIRIE ADDITION; THENCE SOUTH 88° EAST ALONG THE SOUTH LINE OF SAID LOT 4, 102.55 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 6,156 SQUARE FEET, MORE OR LESS.

Published in the Lawrence Journal World on the _____ day of December, 2025

ORDINANCE NO. 1528

AN ORDINANCE ESTABLISHING A FORMAL PROCESS FOR APPOINTMENTS TO THE BALDWIN CITY LIBRARY BOARD, THE BLACK JACK ADVISORY BOARD, AND THE BALDWIN CITY RECREATION COMMISSION BOARD; PROVIDING FOR THE ACCEPTANCE OF APPLICATIONS AND THE CREATION OF AN INTERVIEW COMMITTEE; AND REPEALING ANY CONFLICTING PRIOR PRACTICES OR PROCEDURES.

WHEREAS, the Governing Body of the City of Baldwin City, Kansas, desires to establish a clear, transparent, and consistent process for appointing members to the Library Board, Black Jack Advisory Board and the Recreation Commission Board; and

WHEREAS, the City recognizes the importance of public participation and fair consideration of applicants for these boards; and

WHEREAS, the Governing Body finds it necessary to identify the officials and representatives responsible for reviewing applications and conducting interviews.

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

Section 1. Application Process.

The City Clerk shall be responsible for accepting applications for open positions on the Baldwin City Library Board, Black Jack Advisory Board, and the Baldwin City Recreation Commission Board. Upon receipt, the City Clerk shall forward all applications to the Interview Committee established in Section 2.

Section 2. Interview Committee.

A. Library Board and Recreation Commission Board Appointments

A formal Interview Committee is hereby established for the purpose of reviewing applications and conducting interviews for candidates seeking appointment to the Library Board or the Recreation Commission Board.

The Interview Committee shall consist of the following members:

1. One (1) member of the Baldwin City Council;
2. The Mayor;

3. The City Clerk;
4. The City Administrator; and
5. One (1) member and or Director of the board for which the committee is interviewing (either the Library Board or the Recreation Commission Board).

B. Black Jack Advisory Board Appointments

A formal Interview Committee is hereby established for reviewing applications and conducting interviews for candidates seeking appointment to the Black Jack Advisory Board.

The Interview Committee shall consist of the following members:

1. One (1) member of the Baldwin City Council;
2. The Mayor;
3. The City Clerk;
4. The City Administrator.

The City and County will jointly appoint a joint advisory board composed of an equal number of representatives of both entities.

Section 3. Duties of the Interview Committee.

The Interview Committee shall review all applications received, interview selected candidates, and provide a recommendation to the Governing Body for appointment. Final appointments shall be made by the Governing Body in accordance with applicable statutes and city procedures.

Section 4. Repeal of Conflicting Procedures.

All prior procedures, policies, or practices in conflict with this ordinance are hereby repealed.

Section 5. Effective Date.

This ordinance shall take effect and be in force from and after publication in the official city newspaper.

Passed by the City Council this 2nd day of December, 2025.

Casey Simoneau, Mayor

ATTEST: _____
Amara Packard, City Clerk

1. Duties of BCRC:

BCRC shall manage and operate the facility on behalf of the City including but not limited to performance of the following responsibilities:

- a. Staff the building with full-time employees Monday through Thursday, 8:00 a.m. to 5:00 p.m. and Fridays 8:00 a.m. to 4:00 p.m. Hours outside of this will be determined by BCRC administration and staffed with part-time/seasonal employees when necessary.
- b. Design and coordinate comprehensive recreation programming when deemed appropriate to include, but not limited to: youth and adult sports programming, classes, luncheons, dinners, special events, rentals, open gym time, and drop in use.
- c. Coordinate with any and all entities the usage and scheduling of the facility.
- d. Collect all admissions, rentals and other revenue generated from operations of the facility. In 2026, the city will collect 75% of all rentals and BCRC will collect 25%. At the end of the calendar year, BCRC will provide a report with the number of rentals, revenues and expenditures and issue payment to the City. Rental percentage breakdown will be revisited and renegotiated annually at the end of the calendar year.
- e. Develop rental rates for the facility for City consideration and approval.
- f. Coordinate with a cleaning agency following rentals, in between normal cleaning.
- g. Set forth all pass and admission prices for admittance to the facility for City consideration and approval, if any fees become necessary.
- h. Establish and implement a program for reporting accidents and injuries which occur in or around the facility. Such reports shall include all relevant data, including but not limited to the identity of the person(s) involved, any witnesses if available, the nature and severity of all injuries, nature and extent of treatment rendered, a complete description of and condition of the facility that appears to have caused or contributed to the accident or the injury. In the event any condition requires emergency response or appears to require medical attention, BCRC shall notify the City no later than the next business day.
- i. Evaluate the facility annually and make recommendations to the city for maintenance upgrades, improvements or modifications.
- j. Prepare an end of season report detailing revenues, expenditures, attendance to be presented to the City Council at the end of the calendar year.
- k. Create and maintain management practices that fully utilize the facility and create a friendly and cordial atmosphere for the mutual enjoyment of all citizens.
- l. BCRC will perform the following tasks associated with the facility including but not limited to:
 1. Promotion.
 2. Registration and scheduling.
 3. Staff recruitment.
 4. Staff orientation and training.

5. CPR, First Aid, and AED training.
 6. Bookkeeping for admissions and rentals.
 7. Staff in-service meetings.
 8. Recreation program promotion and registration.
 9. Maintain website, registration and social media to include the Bauer Building as part of the already adopted list of facilities available to the public for rental.
 10. Year-round staff support for registration, information and telephone and electronic inquiries.
- m. Provide and pay for worker's compensation insurance for all employees working at the facility.
- n. Be the primary contact for rentals, special events and overall scheduling of activities at the facility.

2. Duties of the City:

- a. Provide year-round maintenance of the facility to include the following:
1. Continue to be part of the city facilities to be cleaned weekly, to include but not be limited to: entry, conference rooms, meeting spaces, offices, bathrooms, kitchen, windows, as well as gym floor.
 2. Repairs and maintenance to include: doors, walls, heating and air units, hot water heaters, steps/stairs, water fountains, plumbing fixtures, gym lighting, gym amenities, kitchen amenities and concrete located within the facility as well as exterior walls, doors, windows and gutters.
 3. Communicate with BCRC the startup in the spring and winterize the irrigation system in late fall. The City will be responsible for the costs of repair for broken heads, lines and electronics related to the irrigation system.
 4. Ensure all plumbing, electrical, heating and cooling, internet and Wi-Fi is in working condition.
 5. Snow removal and de-icing of the sidewalks and steps on the premises.
 6. Ensure outdoor lighting is plentiful and operable to ensure a safe entrance and exit for all staff members and patrons of the facility.
 7. Provide BCRC with keys and or keycards for staff as well as renters to access the facility.
 8. Waive occupancy fees and pay all utilities (water, trash, electric, gas, phone, internet) on behalf of BCRC for the lifetime BCRC maintains residency of the facility.
 9. Pay BCRC annual management fee of \$30,000 each year of the agreement, due at the beginning of the calendar year.

4. News Media Contacts

- a. BCRC will be the sole point of contact for all news media coverage regarding the facility or otherwise informing the public about the facility.
- b. BCRC and city staff will work together to develop talking points for city staff to use in responding to emergency situations and on the spot questions from patrons or news media about facility safety.

5. Closing of the facility



Baldwin City Community Center
Management and Operation Agreement



BCRC and the City may close the facility under the following circumstances:

a. Safety

If conditions become hazardous to facility patrons.

b. Inclement Weather

BCRC or the City may close the facility at any time due to inclement weather.

This agreement will commence the ____ day of _____, 20____ through the ____ day of _____ 2030.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of the ____ day of _____, 20____.

City of Baldwin City
803 8th Street
Baldwin City, Kansas 66006

Baldwin City Recreation Commission
712 Chapel Street
Baldwin City, Kansas 66006

City of Baldwin City

Matt McClure, Director
Baldwin City Recreation Commission

ATTEST:

City Clerk

1. Duties of BCRC:

BCRC shall manage and operate the facility on behalf of the City including but not limited to performance of the following responsibilities:

- a. Employ seasonal facility supervisors and any personnel deemed necessary by BCRC for safe and efficient operation of the facility throughout the rental season.
- b. Maintain rental calendar for public view and be the point of contact for facility rentals.
- c. Collect all admissions, rentals and other revenue generated from operations of the facility.
- d. Establish and implement a program for reporting accidents and injuries which occur in or around the facility. Such reports shall include all relevant data, including but not limited to the identity of the person(s) involved, any witnesses if available, the nature and severity of all injuries, nature and extent of treatment rendered, a complete description of and condition of the facility or the surrounding area that appears to have caused or contributed to the accident or the injury. In the event any condition requires emergency response or appears to require medical attention, BCRC shall notify the City the next business day.
- e. Continually evaluate the facility annually and make recommendations to the City for maintenance upgrades, improvements or modifications to be made at an end-of-year meeting.
- f. Prepare an end-of-season report detailing rentals, revenues and expenditures to be presented to the City Administrator in January for the previous year.
- g. BCRC will perform the following tasks associated with the facility including but not limited to:
 1. promotion.
 2. scheduling.
 3. staff orientation and training.
 4. bookkeeping for rentals.
 5. Maintain website and social media promoting the facility throughout the year.
 6. Year-round staff support for rentals, facility information and telephone and electronic inquiries.
- h. Provide and pay for worker's compensation insurance for all employees working at the facility.
- i. BCRC is the primary contact for special events and scheduling of activities at the facility.

- j. BCRC will coordinate, purchase and perform annual seeding, fertilizing and aerating. BCRC will coordinate with the City re-sodding of areas necessary for replacement.
- k. BCRC will mow and trim the grass at Sullivan Square and perform any leaf pick/removal.
- l. BCRC will maintain the irrigation and communicate any repairs with the City.
- m. The City of Baldwin City will compensate the Baldwin City Recreation Commission \$7,500 per year for the above duties.

2. Duties of the City:

- a. Maintain landscaping beds, tree maintenance, areas around and including the flags, fence repair and maintenance.
- b. Provide building maintenance and repair as needed.
- c. Communicate with BCRC the startup in the spring and winterize the irrigation system in the late fall. The City will be responsible for the costs of repair for broken heads, lines and electronics related to the irrigation system.
- d. Provide removal of all trash generated by the facility. This is to be inspected daily and bags/cans are to be replaced as necessary.
- e. Cleaning and stocking of supplies in all bathrooms in the facility. This is to be performed daily in the peak season and then inspected 2 times per week in the non-peak seasons.
- f. Place facility on existing schedule of pest control as other city facilities.
- g. Provide upkeep of the splash pad and provide all maintenance related to.

3. Shared Duties

- a. Both BCRC and the City shall jointly perform comprehensive safety inspections of the facility, including all associated equipment and public areas.

4. News Media Contacts

- a. BCRC and the City will work together should news media coverage be required regarding the facility or otherwise informing the public about the facility.

5. Closing of Sullivan Square

Sullivan Square may be closed under the following circumstances:

- a. **Safety**
BCRC or the City may close all or part of the facility if conditions become hazardous to facility patrons.
- b. **Inclement Weather**
BCRC or the City may close or cancel reservations at the facility at any time due to inclement weather.
- c. **Maintenance and or Repairs**
BCRC and the City of will work together if any sort of maintenance project requires the closure of the park to the general public.

THIS AGREEMENT ("Agreement") is entered into between the City of Baldwin City and the Baldwin City Recreation Commission effective the ____ day of _____, 20____ through the 31st day of December 2030.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year written above.

City of Baldwin City
803 8th Street
Baldwin City, Kansas 66006

Baldwin City Recreation Commission
712 Chapel Street
Baldwin City, Kansas 66006

City of Baldwin City

Matt McClure, Director
Baldwin City Recreation Commission

ATTEST:

City Clerk

Baldwin City Municipal Pool Management and Operation Agreement

1. Duties of BCRC:

BCRC shall manage and operate the facility on behalf of the City including but not limited to performance of the following responsibilities:

- a. Employ a full-time facility manager and all personnel deemed necessary by BCRC for safe and efficient operation of the facility throughout the swimming season.
- b. Design and coordinate a comprehensive aquatics program outside of the public swim times, including but not limited to swim lessons, water exercise sessions, swim meets, swim team practices and facility rentals.
- c. Assist the City in preparing the facility for operation prior to the opening of the facility and closing the facility at the end of the swimming season.
- d. Beginning on Opening Day, BCRC will perform daily cleaning of the facility and maintenance of the water to include chemical readings. This will continue to the last day the pool is open for the season.
- e. Collect all admissions, rentals and other revenue generated from operations of the facility.
- f. Set forth all pass and admission prices for admittance to the facility.
- g. Maintain the facility in a safe and sanitary condition, in accordance with the Aquatic Facility Operator Standards for Operation, take such action as deemed necessary from time to time to protect the public from any unsafe conditions or equipment, and immediately notify the City of any such action.
- h. Comply with the Red Cross or other nationally recognized standards for lifeguards.
- i. Establish and implement a program for reporting accidents and injuries which occur in or around the facility. Such reports shall include all relevant data, including but not limited to the identity of the person(s) involved, any witnesses if available, the nature and severity of all injuries, nature and extent of treatment rendered, a complete description of and condition of the pool or the surrounding area that appears to have caused or contributed to the accident or the injury. In the event any condition requires emergency response or appears to require medical attention, BCRC shall notify the City the next business day.
- j. Evaluate the facility annually and make recommendations to the City for maintenance upgrades, improvements or modifications to be made at an end of season meeting following the completion of the swimming season.
- k. Prepare an end of season report detailing revenues, expenditures, attendance to be presented to the City Administrator at the end of the swimming season.
- l. Create and maintain management practices that fully utilize the facility and create a friendly and cordial atmosphere for the mutual enjoyment of all citizens.
- m. BCRC will perform the following tasks associated with the facility including but not limited to:
 1. Preseason promotion and sales.

Baldwin City Municipal Pool Management and Operation Agreement

2. Registration and scheduling.
 3. Pre-season staff orientation and training.
 4. Lifeguard recruitment and training.
 5. CPR, First Aid, and AED training.
 6. Bookkeeping for admissions and rentals.
 7. Staff in-service meetings.
 8. Swim lesson promotion and registration.
 9. Water exercise and programs promotion and registration.
 10. Maintain website and social media during the swimming season.
 11. Pool chemical testing and adjustments.
 12. Year-round staff support for registration, information and telephone and electronic inquiries.
- n. Provide and pay for workers' compensation insurance for all employees working at the facility.
- o. BCRC is the primary contact for special events and scheduling of activities at the facility.
- p. BCRC will provide City staff with pool passes for all employees who fill out the request form provided to City.
- 2. Duties of the City:**
- a. Prepare the facility prior to opening to include the following:
1. Prior to filling, ensure the pool is cleaned and all painting and caulking is completed.
 2. After filling the pool, the City will apply and balance chemicals until Memorial Day.
 3. Installation and replacement of the awnings and umbrellas as wear requires.
 4. Ensure all pumps and heaters are operating and are in working order.
 5. Ensure all features and amenities of the pool are secure and in working order.
 6. Ensure all lighting in the pool facility and building are in working order.
 7. Pay BCRC annual management fee of \$48,000 for years 2026 and 2027 and \$53,000 for years 2028, 2029 and 2030 for each year of the agreement due at the beginning of the calendar year.
- b. During the pool season the City's responsibilities include:
1. Mowing and trimming of the grass inside and around the pool facility weekly.
 2. General building maintenance does not include any cleaning of the building.
 3. Repair, replacement and maintenance to pumps, heaters, ladders, diving boards, guard stands, shade structures, water fountains, hot water heater, plumbing fixtures and concrete located within the facility.
 4. Purchase and provide all chemicals necessary for proper operations of the pool. BCRC will coordinate with the City on when chemicals are needed to provide enough time for delivery.
 5. In the event BCRC needs a second opinion on water quality, the City will provide a representative to coordinate with BCRC before calling on a third party.
 6. As necessary, provide for repair or replacement of all buildings, shade structures and covers, filtering equipment, sanitation equipment, plumbing, electrical equipment and all other equipment included within the facility.

Baldwin City Municipal Pool Management and Operation Agreement

- c. Upon conclusion of the pool season:
 - 1. Winterize and drain pool.
 - 2. Winterize the pool heater at the end of the season and prepare it for startup in the spring.
 - 3. Evaluate shade structures and determine if current shade structures will make it through another season or if new ones need to be ordered.
 - 4. At the discretion of the City and BCRC, the City will provide necessary maintenance to preserve the life of the pool. This may involve, but not be limited to: sandblasting, grinding, patching, repainting, etc.

3. Shared Duties

- a. Both BCRC and the City shall jointly perform comprehensive safety inspections of the facility, including all associated equipment and public work areas, before opening the facility and following closure of the facility each season.

4. News Media Contacts

- a. BCRC will be the sole point of contact for all news media coverage regarding the facility or otherwise informing the public about the facility.
- b. BCRC and city staff will work together to develop talking points for city staff to use in responding to emergency situations and on the spot questions from patrons or news media about facility safety.

5. The Swim Season

The swimming season for the facility shall open each year once staff have been fully trained. This typically falls on Memorial Day. The last full day is the 1st Sunday in August. The facility will work to remain open on Saturdays in August from 12:00 p.m. to 4:00 p.m. provided staff is available. In that case, the last day of the pool season will be the last Saturday in August. BCRC shall operate the facility in accordance with such a schedule; provided that BCRC may modify the schedule based on staffing levels, patronage, weather and other relevant factors.

6. Closing of Pool

Notwithstanding the established swim season schedule, BCRC may close the facility under the following circumstances:

- a. Swim Meets
BCRC may close the pool to the public due to a swim meet. The number of swim meets will vary based on the year. Generally, there are no more than 3-5 swim meets per year hosted by the Baldwin City Barracudas.
- b. Safety
BCRC or the City of Baldwin City may close all or part of the facility if conditions become hazardous to facility patrons.
- c. Inclement Weather
BCRC or the City of Baldwin City may close the facility at any time due to inclement weather.



Baldwin City Municipal Pool
Management and Operation Agreement



This agreement will commence the ____ day of _____, 20____ through the 15th day of September 2030.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of the ____ day of _____, 20____.

City of Baldwin City
803 8th Street
Baldwin City, Kansas 66006

Baldwin City Recreation Commission
712 Chapel St.
Baldwin City, Kansas 66006

City of Baldwin City

Matt McClure, Director
Baldwin City Recreation Commission

ATTEST:

City Clerk

LEASE & OPERATION AGREEMENT
BALDWIN CITY GOLF COURSE

THIS LEASE & OPERATION AGREEMENT ("**Lease**") is entered into this 2nd day of December, 2025, to be effective as of January 1, 2026 (the "**Effective Date**") between the City of Baldwin City, Kansas, a Kansas municipality, ("**Landlord**") and The Baldwin Golf Association ("**Tenant**").

RECITALS

A. The Landlord is the fee owner of the land more particularly described on the attached Exhibit A (the "**Property**").

B. The Property contains the Baldwin City Golf Course, which has operated on the Property for many years.

C. The Landlord and Tenant wish to enter into an agreement for Tenant's lease and operation of a golf course and clubhouse on the Property in accordance with the terms and provisions of this Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. **Recitals.** The Recitals set forth above are a part of this Lease.
2. **Definitions.** For the purposes of this Lease, unless the context otherwise requires:
 - A. "**Demised Premises**" shall mean the Property together with all rights, privileges and easements pertaining thereto.
 - B. "**Improvements**" shall mean all of the structures and improvements now or hereafter erected on the Property or any part thereof, and all additions thereto and all replacements and alterations thereof; and shall include those items shown on Exhibit A to this Lease.
 - C. "**Legal Requirements**" shall mean all laws, statutes and ordinances (including, but not limited to, buildings codes and zoning regulations and ordinances), and the orders, rules, regulations and requirements of all federal, state, county and municipal governments, and the appropriate agencies, officers, departments, boards and commissions thereof, which may be applicable to the Demised Premises and the Improvements, or any part thereof, or the use or manner of use of all or any part of the Demised Premises and the Improvements, or the sidewalks and curbs adjacent thereto.

3. **Term and Rent.**

A. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Demised Premises upon and subject to the terms, covenants, and conditions set forth in this Lease for the term commencing as of the Effective Date and ending December 31, 2046, (the "**Term**") unless this Lease shall sooner terminate as hereinafter provided.

B. Tenant agrees to pay to Landlord on or before June 1 of each year of this Lease, a fixed annual lease payment of \$4,000.00. Such lease payment shall be for the 12-month calendar year (January through December) of each year of the Term.

C. Either party may terminate this Lease upon not less than 5 years written notice. If Landlord terminated this Lease pursuant to this Section 3.C, Landlord shall refund Tenant a pro-rata share of the rent paid equal to the unused portion of the applicable 12-month period.

4. **Use.** Tenant shall have the right to use the Demised Premises in accordance with Section 7 of this Lease and in compliance with all Legal Requirements for the purposes of operating a golf course and clubhouse.

5. **Parking.** Patrons of the Improvements shall be permitted to utilize the parking facilities owned by Landlord and located on the Property. Landlord agrees that Tenant may charge for parking for certain community events as part of its fundraising efforts and by mutual approval of Landlord and Tenant.

6. **Legal Requirements Compliance.** Tenant shall promptly observe, comply with or cause compliance with the provisions of any and all present and future Legal Requirements which pertain or apply to the Demised Premises and the Improvements.

7. **Operation of Golf Course.** Tenant shall provide all management and oversight for the operation of the golf course and related facilities on the Demised Premises such that Tenant shall:

A. Coordinate and direct the daily operations of the golf course. Tenant shall enlist sufficient personnel (volunteer or paid by the Golf Association) to maintain the golf course in a manner that promotes patron safety and playability.

B. Be responsible for coordinating with entities as may desire to use the Demised Premises for such fees as may be negotiated by Tenant with such entities. In particular, this includes Unified School District No. 348, Baker University, and any other organization seeking to use the Demised Premises for athletic purposes (which may or may not be related to golf), instruction purposes, and student use.

C. Be responsible for the ordering, purchasing, and application of any chemicals, fertilizers or other treatments needed for the maintenance of vegetation at the Property.

D. Be responsible for any damage, either willful or not, to any mechanical, structural or other equipment to which it has access or is under Tenant control.

E. Administer the financial responsibilities, collect, identify and report, when needed, the appropriate accounts receivables and accounts payable and all other monetary responsibilities required for the operation of the Property.

F. Provide a general accounting for all operations to the Baldwin City Administrator for presentation to the governing body before December 31 of each year of the term of this agreement.

G. Collect revenues from the golf course operation and be responsible for paying all utility costs.

H. Maintain, repair, or replace equipment as necessary. Tenant further agrees to remove any broken, irreparable, or inoperable facilities or equipment from the Demised Premises.

I. Do all things necessary and prudent for the protection of the Demised Premises and the patrons who use the golf course.

J. Maintain adequate operational insurance with such policy limits and coverage from such carriers as approved by Landlord and provide Landlord a Certificate of Insurance showing all owners including identifying Landlord as a named insured.

8. **Sale, Possession, or Consumption of Alcoholic Beverages.** Landlord hereby grants a limited permit to possess and consume alcoholic beverages on the Demised Premises solely for Tenant and its members who are of the legal age for consumption and possession. The permission for possession and consumption of alcoholic beverages provided in this Lease shall: (i) be permitted between 6:00 am and 12:00 am except for authorized events conducted inside the clubhouse or events conducted outside these hours with special permission from the Landlord; and (ii) only be permitted in conjunction with golfing activities. Except as specifically permitted in this Lease, the sale, possession or consumption of any alcoholic beverages on the Demised Premises shall only be permitted if Tenant (or anyone subleasing any part of the Demised Premises from Tenant) shall first obtain and maintain all such licenses as are legally required for such sale, possession and consumption of alcoholic beverages. Tenant (or its Sub-lessee) shall be solely responsible for the costs of obtaining and maintaining all such licenses. All sales, possession and consumption of alcoholic beverages on the Demised Premises shall at all times be subject to all Legal Requirements. Further, Tenant shall annually seek a City Resolution noting the waiver of Article 5, Section 3 of the Code of the City related to BYOB events.

9. **Maintenance and Repair.** Except as specifically otherwise provided, Tenant shall, throughout the Term, at its sole expense, maintain and repair the Demised Premises and the Improvements in good condition, ordinary wear and tear excepted. Tenant agrees not to commit, suffer or permit any waste with respect to the Demised Premises and the Improvements.

10. **Utilities and Charges.**

A. Tenant shall pay or cause to be paid all proper charges for water, gas, light, heat, telephone, electricity, power and other utility and other communication services at any time furnished to the Demised Premises and the Improvements.

B. If required by an utility company which will or does furnish or supply any such service to the Demised Premises and the Improvements, Landlord shall, at Tenant's request, provided Landlord does not thereby incur any cost, expense or liability, execute, acknowledge and deliver any applications or other documents necessary to obtain such service.

11. **Mechanic's and Other Liens.** Tenant shall not suffer or permit any mechanic's or other liens to be filed against the Demised Premises, or any part thereof, by reason of any work, labor, services or materials done for, or supplied, or claimed to have

been done for, or supplied to, Tenant or anyone holding the Demised Premises, the Improvements or any part thereof through or under Tenant.

12. **Title.** At all times during the Term and until the expiration or termination of this Lease, title to the Demised Premises and Improvements shall be and remain in Landlord.

13. **Alterations.** Upon written consent of Landlord, Tenant shall have the right to make any and all additions and/or alterations to the Improvements; provided the same comply with all applicable Legal Requirements and further provided that Landlord approves, in writing, such additions and/or alterations. Landlord and Tenant also agree to work jointly and cooperatively on grant writing and seeking potential grants that would improve the Property for the community, including golfer safety and playability, as well as other golf related activities and programming.

14. **Indemnity.** Tenant shall indemnify, defend, save, and hold harmless Landlord, its officers, commissioners, agents, and employees and against all claims, actions, liabilities, damages, costs, expenses, and judgment, including attorneys' fees, of whatever nature which relate to, arise out of, or are in any way associated with:

A. Tenant's use, occupancy, management, and operation of the Demised Premises or on account of any injury to persons (including death) or damage to property on the Demised Premises; or

B. Tenant's employees and/or contractors and such persons' salaries, benefits, and training expenses; or

C. Expenses for utilities, telephone, cable, internet, or other technology charges, concessions, and cleaning supplies used, applied or consumed at the Demised Premises; or

D. All equipment, materials, supplies, chemicals, vegetation, used for the operation or maintenance of the golf course or otherwise used at the Demised Premises.

Tenant's indemnification obligation shall not apply to the extent that any injury or damage is caused by Landlord's own negligence or intentional conduct.

15. **Assignment and Subletting.** Tenant may not without the express prior written consent of Landlord, which Landlord shall not unreasonably withhold, assign, transfer or encumber this Lease or any part hereof.

16. **Insurance.** During the Term, Tenant shall, at its own cost and expense, provide and keep in force for the mutual benefit of Landlord and Tenant a comprehensive general public liability insurance against claims for bodily injury, death, or property damage occurring in or about the Demised Premises and the Improvements, in a combined single limit form in an amount of not less than \$1,000,000.00 in any one accident or occurrence. In the event that the maximum municipal liability under the Kansas Tort Claims Act is subsequently increased, the amount of insurance required under this paragraph shall simultaneously increase to the same maximum amount. The insurance which Tenant is required to maintain under this Section may be under a blanket policy or other policies insuring Tenant.

17. **Default.** In the event Tenant shall fail or neglect to do any act or thing in this Lease provided to be done or performed by it (such occurrence an "**Event of Default**") and

such default shall continue for a period of 30 days after notice by Landlord to Tenant specifying such default the Landlord may, at its sole and absolute discretion, terminate this Lease by giving Tenant at least 30 days notice of its election so to do, and upon the date set forth in said notice, this Lease shall terminate in the same manner and with the same effect as if said date were fixed herein for expiration of the Term without entry or other act by Landlord. If a default cannot be cured by the payment of a sum of money and if Tenant shall be unable to cure such default within the 30 day grace period provided above because such default cannot reasonably be cured within such 30 day period, then such 30 day period shall be extended for as long as it shall require Tenant in the exercise of due diligence to cure such default.

18. **Landlord's Remedies.** Upon the happening of an Event of Default by Tenant, and following the expiration of any applicable cure period, in addition to any other remedies available to Landlord hereunder or under applicable law, Landlord at its election terminate this Lease. In addition, with or without terminating this Lease (which decision is made solely at Landlord's discretion), and with process of law, Landlord may

A. Re-enter, expel, remove and put out Tenant and all persons who may be occupying the Demised Premises under Tenant, using such means as may be lawful and necessary in so doing, and repossess the Premises. Such re-entry and repossession, whether or not the Lease is terminated, shall not work a forfeiture of the rents to be paid and the covenants to be performed by Tenant during the full term of this Lease. The remedies herein granted to Landlord shall not be exclusive or mutually exclusive and Landlord shall have other and additional remedies against Tenant as may be permitted in law or in equity at any time. Any exercise of a right of termination by Landlord shall not be construed to eliminate or discharge any right of Landlord to damages on account of any default of Tenant.

B. If Tenant should fail to perform any of its obligations under the provisions of this Lease (after the expiration of any applicable notice and cure period), Landlord shall have the right but not the obligation to do the same or cause the same to be done, and Tenant agrees to reimburse any and all expenses incurred by Landlord in connection therewith within 30 days after receipt by Tenant of Landlord's invoice.

C. Tenant shall be responsible for all expenses associated with an Event of Default. These expenses include, but are not limited to, filing fees, attorneys' fees and bond premiums. Landlord may charge such expenses to Tenant as additional rent due from Tenant to Landlord, together with interest thereon, at the rate of 10%, in the event that Tenant does not reimburse Landlord within 30 days.

19. **Condemnation.** If at any time during the Term, title to the whole or any part of the Demised Premises and the Improvements shall be taken by the exercise of the right of condemnation or eminent domain, this Lease shall terminate and expire on the date of such taking and the net proceeds of the award made with respect to the Demised Premises and shall be paid in the following order of priority: (i) To the Landlord, the amount which represents compensation for the value of the Land so taken considered as vacant and unimproved and not subject to the burden or benefit of this Lease; and (ii) To the Tenant, the balance.

20. **Notices.** All notices or other communications shall be in writing, signed by the sender, and shall either be (a) personally delivered or (b) mailed by certified mail, at or to the following addresses:

Landlord: City of Baldwin City
Attn: City Administrator
803 Eighth Street
Baldwin City, Kansas 66006

Tenant: Baldwin Golf Association
Attn: BGA Board
1212 Fremont St
Baldwin City, Kansas 66006

Either party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States mail (if mailed by certified mail).

21. **Entire Agreement.** This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth herein.

22. **No Oral Change.** This Lease may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of the change modification discharge is sought

23. **Brokers and Agents.** The parties warrant that they have dealt with no broker or other person claiming a commission in connection with this transaction. Each party shall hold the other party harmless for any breach of such warranty.

24. **Miscellaneous.** The captions of the sections of this Lease are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease. If any provision of this Lease is held invalid or unenforceable, the holding shall affect only the provision in question and that provision in other circumstances, and all other provisions of this Lease, shall remain in full force and effect. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this Lease. The interpretation and enforceability of this Lease shall be governed by the laws of the State of Kansas. All exhibits and other attachments to this Lease are hereby incorporated herein by this reference as though fully set forth herein.

25. **Cash Basis Law.** The parties each represent and warrant that the City's obligations pursuant to this Agreement are made subject, at all times, to the Kansas cash basis laws, K.S.A. 10-1101, et. seq. If the City's participation in this Agreement shall be deemed to be a violation of the Kansas cash basis laws, the City may terminate this Agreement, without penalty, upon 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

Landlord:

City of Baldwin City, Kansas

By: _____

Print Name: _____

Print Title: _____

ATTEST:

City Clerk

Baldwin Golf Association

By:_____

Print Name:_____

Print Title:_____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

DESCRIPTION:

The North 8 acres of the South 38 acres of the East Half of the Southwest Quarter of Section 4, Township 15 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas. AND

The South 30 acres of the East Half of the Southwest Quarter of Section 4, Township 15 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas. AND

The North 12 acres of the South 50 acres of the East Half of the Southwest Quarter of Section 4, Township 15 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas. AND

The West 4 acres of the West 5 acres of the East 10 acres of the South 20 acres of the North 30 acres of the Northeast Quarter of the Southwest Quarter of Section 4, Township 15 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas. AND

The West 10 acres of the South 20 acres of the North 30 acres of the East Half of the Southwest Quarter of Section 4, Township 15 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas. EXCEPT The East 53.8 feet of the West 4 acres of the East 10 acres of the South 20 acres of the North 30 acres Northeast Quarter of the Southwest Quarter of Section 4, Township 15 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas.

As recorded in Deed Book: 823 Page: 1010

Being more particularly described as follows:

Beginning at a 5/8" rebar at the Southeast corner of the Southwest Quarter of Section 4, Township 15 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas; THENCE North 89 degrees 14 minutes 22 seconds West for a distance of 1310.85 feet to a 1/2" rebar at the Southwest corner of the Southeast Quarter of said Southwest Quarter; THENCE North 00 degrees 59 minutes 56 seconds West for a distance of 1334.81 feet to the Northwest corner of the Southeast Quarter of said Southwest Quarter; THENCE North 00 degrees 59 minutes 56 seconds West for a distance of 996.83 feet to a 1/2" rebar, said rebar being 338.00 feet South of the Northwest corner of the Northeast Quarter of said Southwest Quarter; THENCE South 89 degrees 16 minutes 48 seconds East for a distance of 869.82 feet to a 1/2" rebar; THENCE South 00 degrees 47 minutes 56 seconds East for a distance of 653.55 feet to a 1/2" rebar; THENCE South 89 degrees 16 minutes 54 seconds East for a distance of 449.15 feet to a 1/2" rebar on the East line of said Southwest Quarter, said rebar being 991.54 feet South of the Northeast corner of said Southwest Quarter; THENCE South 00 degrees 47 minutes 56 seconds East for a distance of 343.64 feet to the Northeast corner of the Southeast Quarter of said Southwest Quarter; THENCE South 00 degrees 47 minutes 56 seconds East for a distance of 1335.17 feet to the POINT OF BEGINNING. Together with and subject to covenants, easements, and restrictions of record. Said property contains 63.63 acres more or less, Douglas County, Kansas, as shown on survey by Taylor Design Group, P.A., dated July, 2005.

OVERLAP DESCRIPTION:

Beginning at a 5/8" rebar at the Southeast corner of the Southwest Quarter of Section 4, Township 15 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas; THENCE North 89 degrees 14 minutes 22 seconds West for a distance of 1310.85 feet to a 1/2" rebar at the Southwest corner of the Southeast Quarter of said Southwest Quarter; THENCE North 00 degrees 59 minutes 56 seconds West for a distance of 2331.64 feet along the West line of the East Half of said Southwest Quarter to a 1/2" rebar, said rebar being 338.00 feet South of the Northwest corner of the Northeast Quarter of said Southwest Quarter; THENCE North 00 degrees 59 minutes 56 seconds West for a distance of 7.74 feet along said West line to a 1/2" rebar; THENCE South 89 degrees 16 minutes 54 seconds East for a distance of 869.84 feet to a 1/2" rebar; THENCE South 00 degrees 47 minutes 56 seconds East for a distance of 7.77 feet to a 1/2" rebar; THENCE North 89 degrees 16 minutes 48 seconds West for a distance of 869.82 feet to the POINT OF BEGINNING. Together with and subject to covenants, easements, and restrictions of record. Said property contains 0.15 acres more or less, Douglas County, Kansas, as shown on survey by Taylor Design Group, P.A., dated July, 2005.