

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  
February 17th, 2026  
7:00 PM



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**A. Call to Order-Mayor Gerald Cullumber**

**B. Approval of Agenda**

**C. Consent Agenda**

1. Minutes 2.03.2026
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 1531 - Gas Franchise
2. Ordinance 1532 - Electric Rates
3. Ordinance 1533 - Trash Rates
4. Ordinance 1534 - Water Rates
5. Ordinance 1535 - Sewer Rates

**H. Council Committee Reports**

1. Budget and Finance - Scott Lauridsen/Peter Wentz
2. Community Development - Cory Venable/Peter Wentz

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3. Public Safety -Jay King/Cory Venable
  4. Public Works and Utilities - Julie Constantinescu/Jay King
  5. Strategic Planning - Scott Lauridsen/Julie Constantinescu
  6. Lake Advisory Committee-Jay King/Julie Constantinescu

**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, February 6, 2026**  
**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 Gerald Cullumber presiding.

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

Also, attending: Russ Harding-City Administrator; Amara Packard-City Clerk; Shiloh Afonja-Deputy City Clerk; Mike Patrick-Police Chief; Rob Culley-Director of Public Works and Pat McComb-Electric Distribution.

**B. Approval of Agenda**

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

**C. Consent Agenda**

Scott Lauridsen 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 1.20.2026
2. Scheduled Claims List

**D. Public Comment**

**E. Special Reports or Presentations**

**F. Old Business**

**G. New Business**

1. Holidays

City holidays remained the same as last year. Total of eleven days.

Cory Venable moved and Peter Wentz seconded to approve the holiday schedule. Motion passes 5-0.

2. Council Dates

2026 council dates will be the first and third Tuesdays of every month.

Peter Wentz moved and Cory Venable seconded to approve the council dates. Motion passes 5-0.

### 3. Community Garden Lease

The community garden lease is with the BPW, Business and Professional Women, and will be for a five-year term. There were no changes from the previous lease except for changing the dates.

Barbara Pressgrove with the community garden spoke on the community garden. This started sixteen years ago. Citizens are able to rent a plot for the season. Barbara said that she had someone reach out in regards to renting out a spot to put their shed on.

Michele Lehnhoff reached out to the BPW and asked if she could rent a spot to put her shed on because she has to move it from the location she had it on in Lawrence, and doesn't want to lose it. Barbara is going to check with their insurance provider to see if they will need liability insurance, and if that will raise their rates.

Cory Venable moved and Peter Wentz seconded to approve the lease agreement. Motion passes 5-0.

### 4. Pool Project

Jay King recused himself.

The recreation commission and city staff have been looking into a way to help fight the algae bloom that the city pool fights with each year. Staff suggested a chlorine injection system that runs around \$13,000-\$14,000. City staff would need to build a concrete pad to sit on, and a structure to go over it. The typical lifespan of this type of system is about 15-20 years if not longer.

Peter Wentz moved and Cory Venable seconded to approve the pool project. Motion passes 5-0.

Jay King rejoined the meeting.

### 5. Bond for Projects

Ben Hart, the city financial advisor, went over three projects to be bonded: US-56 Pedestrian Crossing Improvements, US-56 Corridor Mgm't. Project, and the Maple Leaf Trail Phase 2, along with a couple other items: Police Building Overage and the Elm street overage. These will be temporary notes in the term of 2 years. After the state reimburses the city for their portion of the first three projects, then it can go out for bond. The bond will be right around one million dollars. There are no decisions to be made this evening, it is only for transparency. Ben went over the bond process with the council.

### 6. Utility Rates Discussion

The city should have an idea of where the reserve fund should be at the end of the year, and that will pretty much set the rate for each utility. There is also the possibility of going off of a three-year average.

The wastewater ordinance does not include the automatic MCI increase. Council will need to decide if that should be included in the ordinance.

## H. Committee Reports

### 1. Budget and Finance - Scott Lauridsen/Peter Wentz

- A lot of work went into putting together tonight's presentation by the committee, City Administrator Russ Harding, Ben Hart and Matt Lawn, the city's financial advisors.

Next meeting 2/06/2026 at 10:00am, second floor of City Hall

2. Community Development - Cory Venable/Peter Wentz

- Discussed common consumption. An agent from ABC will be at the next committee meeting to discuss what to do next, and answer any questions anyone may have.

Next meeting will be 2/23/2026 at 4:00pm, second floor of City Hall

3. Public Safety - Jay King/Cory Venable

Next meeting will be TBD at 4:00pm, second floor of City Hall

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

Next meeting 2/12/2026 at 9:00am, Public Works Conference Room

5. Strategic Planning-Scott Lauridsen/Julie Constantinescu

Next meeting TBD at 10:00am, second floor of City Hall

6. Lake Advisory Committee-Jay King/Julie Constantinescu

Haven't had a meeting but got good news. Someone from the county came out to the lake and said the city is in a good position for the grant and it could potentially be used for the match if the city received the federal grant.

**I. City Administrator and Staff Comments**

City Administrator Russ Harding gave an update on the water line from Lawrence. He has been working with a firm out of Lawrence that did the grant writing for the Rails to Trails grant that the city received, and they are looking for grant opportunities for the water project. They are watching those that may be coming up at the end of February or March that could help cover the cost of the design process.

**J. Council & Mayor Comments**

The city attorney reminded the council that they are all members of the League of Kansas Municipalities where they have very helpful information and training that councilmembers can take advantage of.

Jay King said that he will be bringing an ordinance relating to RFP's to the next meeting.

Cory Venable said he felt the last meeting was very messy. He felt that he was not heard and misunderstood. He felt the discussion was misleading in regards to the committee appointments and how the statute was read.

Mayor Cullumber said he was at the library board meeting last week and said they are a humble group but wanted to let the citizens know some of the awesome things that they did, and went over some of the stats from 2025.

**K. Executive Session**

**L. Adjourn**

Julie Constantinescu moved and Jay King seconded to adjourn the regular meeting. Motion passes 5-0. Time: 8:14 p.m.

Attest:

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Amara M. Packard  
City Clerk

2/17/2026 THRU 2/17/2026

INVOICE NUMBER	VENDOR NAME		AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE	GL ACCOUNT #		AMOUNT			
		AMAZON CAPITAL SERVICES					
11TW-1PJL-HPQH	HAND SOAP	01.03.3800	11.88				
	LYSOL TOILET CLEANER	01.03.3800	65.18				
	NITRILE GLOVES	01.03.3800	66.49				
	NITRILE GLOVES	01.03.3800	132.98				
					276.53	41482441	2/17/26
13FK-JMLP-MKHY	URINAL SCREENS	01.03.3800	19.99				
	URINAL MATS	01.02.3680	22.98				
	SAFETY GLASSES	01.02.3006	28.87				
	SAFETY GLASSES	01.02.3006	36.09				
	LYSOL TOILET CLEANER	01.02.3800	4.12				
					112.05	41482441	2/17/26
14D7-XNJJ-76X3	5 STICKY NOTE PADS, 4X6	01.01.3110	12.34				
	40 DUDE BOMBS FOR TOILET	01.01.3680	25.18				
	100 COUNT LOLLIPOPS	01.01.3900	13.97				
	8 BOXES KLEENEX	01.01.3110	20.49				
	2400 PAPER TOWELS	01.01.3110	39.97				
	FLOOR MAT FOR CITY HALL	01.01.3110	59.84				
					171.79	41482441	2/17/26
16QX-C41Y-6GXJ	INK FOR POSTAGE MACHINE	11.26.2780	23.75				
	INK FOR POSTAGE MACHINE	12.11.2780	23.74				
					47.49	41482441	2/17/26
17Y1-J4C6-H936	COILS FOR PLOW	01.02.3330	74.85				
					74.85	41482441	2/17/26
19H7-MF1V-3R3K	CLEANER	01.03.3800	20.94				
	GLASS CLEANER	01.03.3800	18.52				
	D BATTERIES	01.02.3110	23.90				
	TOILET BOWL CLEANER	01.03.3800	20.60				
	30 GAL TRASH BAGS	01.03.3800	113.98				
					197.94	41482441	2/17/26
19H7-MF1V-99KR	HOSE CLAMP PLIERS	01.02.3355	13.45				
					13.45	41482441	2/17/26
1F99-VH4X-CLXX	BATTERY BACK UP/SURGE PROTECT	11.24.2530	249.04				
					249.04	41482441	2/17/26
1JXD-6471-7XWP	AA BATTERIES	01.02.3110	17.44				
					17.44	41482441	2/17/26
1K7D-QL7J-7XXY	GRINDING WHEELS	01.02.3320	12.99				
					12.99	41482441	2/17/26
1LDL-4CJ1-7V9H	12 PACK BANKERS BOXES	01.01.3110	41.50				
					41.50	41482441	2/17/26
1NN3-P6C9-1NVK	HOT CHOCOLATE	18.21.3110	25.98				
	COFFEE	18.21.3110	37.95				
					63.93	41482441	2/17/26
1PWT-VYH6-HGKW	BACKFLOW PREVENTER ASSEMBLY	18.22.2530	397.90				
					397.90	41482441	2/17/26
1QG4-767Y-M9HJ	HANGING FILE FOLDER FOR A/P	01.01.3110	12.99				
					12.99	41482441	2/17/26
1QYQ-4NYW-J1QN	HEATER/FAN	18.22.2530	335.34				
					335.34	41482441	2/17/26
1RN3-FTG1-NG3Y	COIL FOR PLOW	01.02.3330	24.95				
	CREAMER FR. VANILLA	01.02.3110	32.48				
	TOILET PAPER	01.02.3110	49.24				
					106.67	41482441	2/17/26

2/17/2026 THRU 2/17/2026

INVOICE NUMBER	VENDOR NAME		AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE	GL ACCOUNT #		AMOUNT			
	AMAZON CAPITAL SERVICES						
1RRM-FQWG-3QYV	LYSOL AIR SANITIZER	01.03.3800	21.87				
	TOILET PAPER	01.02.3110	49.24				
					71.11	41482441	2/17/26
1TF4-K6M4-974C	MOP REPLACEMENT HEADS	01.02.3110	12.98				
	MOP	01.02.3110	29.99				
					42.97	41482441	2/17/26
1TKT-7VQV-67P6	CASTER WHEELS	18.22.2530	20.69				
	12V CONVERTER	18.22.2530	24.99				
	IMPACT WRENCH CORDLESS	18.22.2530	55.99				
					101.67	41482441	2/17/26
1TKV-GW1N-TVNF	15-SABRE RED PEPPER SPRAY	01.05.2536	276.00				
	2-ADHESIVE GRIP FOR GLOCK	01.05.2536	39.98				
	BATTERY PACK FOR MCGRUFF	01.05.3110	19.99				
	3-SPACE HEATERS	01.05.3110	132.21				
	28 GAS MASK FILTERS	01.05.4810	1,302.00				
	HEAD PHONES	01.05.3110	49.95				
	COOLING FAN FOR MCGRUFF	01.05.7999	5.95				
	1TB EXTERNAL HARD DRIVE	01.05.3110	59.99				
					1,886.07	41482441	2/17/26
1TRJ-LW7D-3CWJ	VACUUM FILTER	01.02.3800	7.49				
					7.49	41482441	2/17/26
1YH6-HGV7-C6FG	PAPER PLATES	01.02.3110	26.84				
					26.84	41482441	2/17/26
1YNR-9HKD-7QXX	PRINTER	01.02.3110	49.99				
					49.99	41482441	2/17/26
6549188-00	ANIXTER INC BANNER ARMS	11.25.4550	5,352.03				
					5,352.03	69025	2/17/26
6675247-00	ELBOWS,CAPS,CONNECTORS	11.25.4131	4,465.79				
					4,465.79	69025	2/17/26
6675247-01	CAPS,CONNECTORS	11.25.4131	1,405.40				
					1,405.40	69025	2/17/26
6675247-02	CAPS-3"	11.25.4131	810.98				
					810.98	69025	2/17/26
ACCT #6822 JAN 2026	ARROWHEAD - 6822 HAND SOAP, TRASH BAGS, TOWELS	01.04.3800	45.96				
	ANTIFREEZE, CHOKE CLEANER, TIE	01.04.3800	56.03				
					101.99	69026	2/17/26
ACCT #8 2/1/2026	BALDWIN CITY MARKET PAPER TOWELS, TOILET PAPER	01.04.3800	84.95				
					84.95	69027	2/17/26
INV-0056	BALDWIN POWER WASH 10/1/25 TO 12/31/25 CAR WASHES	01.05.3310	379.50				
					379.50	69028	2/17/26
2340833 PMT #8 OF 20	BALDWIN STATE BANK 2022 ROSENBAUER FIRE TRUCK PMT	09.01.6160	28,894.83				
	2022 ROSENBAUER FIRE TRUCK PMT	09.01.6170	6,058.45				
					34,953.28	69029	2/17/26
16099-2025	BAUCH, ANDREW D. ATTORNEY FOR CASE 16099-2025	01.07.2183	500.00				
					500.00	69030	2/17/26
16281-2025	ATTORNEY FOR CASE 16281-2025	01.07.2183	500.00				
					500.00	69030	2/17/26

2/17/2026 THRU 2/17/2026

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE				AMOUNT			
16348/16349-2025	BAUCH, ANDREW D.							
	ATTORNEY FOR CASE 16348-2025		01.07.2183	500.00				
	ATTORNEY FOR CASE 16349-2025		01.07.2183	500.00				
					1,000.00	69030	2/17/26	
B25-0916	ATTORNEY FOR CASE B25-0916		01.07.2183	500.00				
					500.00	69030	2/17/26	
0023	BENNETT BEAM CONSULTING							
	IT SERVICES 01/11/26-02/10/26		01.10.4012	8,515.00				
	IT SERVICES 01/11/26-02/10/26		11.26.4012	1,798.34				
	IT SERVICES 01/11/26-02/10/26		12.11.4012	1,798.33				
	IT SERVICES 01/11/26-02/10/26		18.21.4012	1,798.33				
	IT SERVICES 01/11/26-02/10/26		01.04.4012	520.00				
	IT SERVICES 01/11/26-02/10/26		01.05.4012	4,765.00				
	ANTIVIRUS 01/11/26-02/10/26		01.10.4010	187.50				
					19,382.50	69031	2/17/26	
25-05	DIG COMMUNICATION 1/10-2/10-26		01.01.2850	2,415.00				
	DIG COMMUNICATION 1/10-2/10-26		01.02.2850	195.00				
	DIG COMMUNICATION 1/10-2/10-26		01.05.2850	130.00				
					2,740.00	69031	2/17/26	
25BA0311PE1-01	BETTIS ASPHALT & CONSTRU							
	RETAINAGE FEE		28.01.2790	16,911.66				
					16,911.66	69032	2/17/26	
24-1147L#10	BG CONSULTANTS INC							
	US-56 SIDEWALK KDOT COST SHARE		29.01.2999	450.00				
					450.00	69033	2/17/26	
17167 FOR	BOB ALLEN FORD-OTTAWA							
	UNIT 52 - HOSE AS		01.05.2540	156.02				
					156.02	69034	2/17/26	
440000848073	BRIGHTSPEED - 2913							
	MAIN PHONE #785-594-6427		01.01.2500	52.63				
	MAIN PHONE #785-594-6427		01.04.2500	52.61				
	MAIN PHONE #785-594-6427		11.24.2500	52.62				
					157.86	41482450	2/17/26	
4257639381	CINTAS CORP - MATS							
	MAT SERVICE 1/13/26		01.05.2209	29.65				
	MAT SERVICE 1/27/26		01.05.2209	29.65				
					59.30	41482501	2/17/26	
2042	CITYCODE FINANCIAL LLC							
	2026 ANNUAL FEE ONLINE CODES		01.10.4010	250.00				
	2026 ANNUAL FEE ONLINE CODES		11.26.4010	375.00				
	2026 ANNUAL FEE ONLINE CODES		12.11.4010	375.00				
	2026 ANNUAL FEE ONLINE CODES		18.21.4010	187.50				
	2026 ANNUAL FEE ONLINE CODES		24.01.4010	62.50				
					1,250.00	69035	2/17/26	
AR042304	DOUGLAS COUNTY SHERIFF							
	MUNB2025#-INMATE HOUSING		01.07.2190	265.96				
					265.96	69036	2/17/26	
SOLARPOWER_JAN2026	EVERGY - SOLAR							
	SOLAR POWER JAN 2026		11.27.2791	4,632.87				
					4,632.87	69037	2/17/26	
163304	FORM ONE, LLC							
	DOMESTIC VIOLENCE CARDS		01.05.2331	184.74				
					184.74	69038	2/17/26	
	GRAINGER-PW 255: EXEMPT							

2/17/2026 THRU 2/17/2026

INVOICE NUMBER	VENDOR NAME		AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE	GL ACCOUNT #		AMOUNT			
9748075240	GRAINGER-PW 255: EXEMPT RELAY	18.22.2540	20.27				
					20.27	69039	2/17/26
INV1075058	GT DISTRIBUTORS, INC. 950 PANTS	01.05.3610	179.98				
					179.98	69040	2/17/26
H54854	HEATHWOOD OIL COMPANY INC HYD 32:SAE 15W40:SAE 5W20	01.02.3530	244.33				
	HYD 32:SAE 15W40:SAE 5W20	01.03.3530	244.33				
	HYD 32:SAE 15W40:SAE 5W20	12.12.3530	244.33				
	HYD 32:SAE 15W40:SAE 5W20	18.22.3530	244.33				
	HYD 32:SAE 15W40:SAE 5W20	11.25.3530	244.32				
	HYD 32:SAE 15W40:SAE 5W20	01.04.3530	244.32				
	HYD 32:SAE 15W40:SAE 5W20	01.05.3530	244.32				
	HYD 32:SAE 15W40:SAE 5W20	01.35.3530	244.32				
					1,954.60	69041	2/17/26
30005110	IBT INC SPROCKET FOR SWEEPER	01.02.2540	23.25				
					23.25	69042	2/17/26
6010152	KANSAS ONE-CALL SYS, INC JANUARY 2026 LOCATES	12.11.2999	78.47				
	JANUARY 2026 LOCATES	11.25.2999	78.47				
					156.94	69043	2/17/26
50102 PMT #8 OF 10	KANSAS STATE BANK LOAN #50102 PMT #8 OF 10	09.01.6160	14,731.52				
	LOAN #50102 PMT #8 OF 10	09.01.6170	559.37				
					15,290.89	69044	2/17/26
2525-1-26	KMEA SUBSTATION PROJECT JAN 2026	40.24.2204.1120	9,896.91				
					9,896.91	69045	2/17/26
2525-1-26 SWG	SUBSTATION PROJECT JAN 2026	40.24.2204.1120	493,939.22				
					493,939.22	69045	2/17/26
200016626	LEAGUE OF KS MUNICIPALITI KOMA FOR CITY ATTORNEY	01.01.2140	75.00				
					75.00	69046	2/17/26
INV-40959	LUCET EAP SVCS: FEB-APR 2026	01.01.2999	184.36				
	EAP SVCS: FEB-APR 2026	11.26.2999	184.36				
	EAP SVCS: FEB-APR 2026	12.11.2999	184.42				
					553.14	69047	2/17/26
2026 DUES	LUMBERYARD ARTS CENTER, I 2026 DUES SWAN CIRCLE	01.01.2720	2,500.00				
					2,500.00	69048	2/17/26
58877475	MCMASTER-CARR SUPPLY CO STEEL TUBING	11.24.2530	105.02				
					105.02	69049	2/17/26
T00215600747483	MHC KENWORTH - OLATHE BIG TRUCK	18.22.2540	370.86				
					370.86	69050	2/17/26
903455	MID WEST EXTERMINATORS OF MONTHLY PEST CONTROL	01.02.2999	50.00				
					50.00	69051	2/17/26
	MID-AMERICA BANK						

**CLAIMS BY VENDOR**

**2/17/2026 THRU 2/17/2026**

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE				AMOUNT			
		MID-AMERICA BANK						
LEASE PAYMENT #5	BUCKET TRUCK LEASE PAYMENT #5		11.26.6160		79,017.51			
	BUCKET TRUCK LEASE PAYMENT #5		11.26.6170		37,372.24			
						116,389.75	69052	2/17/26
		NAPA-ALL LOCAL LOCATIONS						
NAPA_JAN2026	OIL FILTER/FUEL FILTER		11.24.2540		20.64			
	DEF		01.02.3530		12.99			
	BATTERY/ADDITIVE/CORE CHG		18.22.3550		298.55			
	BATTERY CABLE/TERMINALS		01.04.2540		21.74			
	BRAKE FLUID/FUSE		11.25.3310		12.09			
	DIESEL FUEL ADDITIVE		01.02.3530		62.94			
	ALTERNATOR		18.22.2540		485.77			
	BATTERY		18.22.3350		159.19			
	ANTIFREEZE/FUEL CLNR		01.04.3310		94.44			
	DEF/WIPER BLADES		01.02.3530		52.97			
	DEF		11.25.3530		38.97			
	RAIN X/DEGREASER		01.02.3800		14.42			
	OIL/DEF		01.02.3530		52.51			
	ALTERNATOR RETURN		18.22.2540		485.77-			
	ANTI FREEZE		01.05.2540		54.95			
	ALTERNATOR		18.22.2540		363.93			
	HOSE CLAMP		01.02.2540		2.12			
	SEALANT		01.02.2540		15.15			
	HOOD CATCH		18.22.2540		7.33			
	PLIERS		03.01.3355		14.09			
	FUSES		01.02.2530		8.10			
						1,307.12	41482457	2/17/26
		O'REILLY AUTO PARTS						
STMT_JAN2026_PUB	FUEL AND OIL FILTERS		11.24.2530		477.64			
	AIR BRK FITTING		01.02.2540		28.36			
	AIR BRK FITTING		11.24.2540		10.05			
	AIR BRK FITTING		11.24.2540		53.57			
	AIR BRK FITTING		01.02.2540		53.57			
	BATTERY/CHIEFS CAR		01.05.3350		166.28			
						789.47	41482456	2/17/26
		ONE CHOICE HEATING & A/C						
020427B	AIR HANDLERS FOR SUBSTATION		40.24.2204.1120		14,202.50			
						14,202.50	69053	2/17/26
8555233	SERVICE CALL AT FIRE STATION		01.04.2520		168.00			
						168.00	69053	2/17/26
		OPTIV SECURITY/FISHNET						
INV-10025914113	10 KCJIS TOKENS		01.05.3110		659.40			
						659.40	69054	2/17/26
		OTTAWA SANITATION SERVICE						
365471	JAN2026 BILLING:TRASH&RECYCLG		24.01.2491		35,197.71			
	JAN2026 BILLING:TRASH&RECYCLG		24.01.2492		4,354.76			
						39,552.47	69055	2/17/26
365472	JAN2026 BILLING:TRASH&RECYCLG		01.01.2495		221.52			
	JAN2026 BILLING:TRASH&RECYCLG		01.02.2495		244.65			
	JAN2026 BILLING:TRASH&RECYCLG		01.03.2495		164.08			
	JAN2026 BILLING:TRASH&RECYCLG		01.04.2495		71.44			
	JAN2026 BILLING:TRASH&RECYCLG		01.05.2495		36.23			
	JAN2026 BILLING:TRASH&RECYCLG		01.06.2495		23.57			

2/17/2026 THRU 2/17/2026

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE				AMOUNT			
		OTTAWA SANITATION SERVICE						
	JAN2026	BILLING:TRASH&RECYCLG	03.01.2495		20.62			
	JAN2026	BILLING:TRASH&RECYCLG	11.24.2495		388.11			
	JAN2026	BILLING:TRASH&RECYCLG	18.22.2495		302.67			
						1,472.89	69055	2/17/26
2660241885		PACE ANALYTICAL SERVICES, MONTHLY TESTING FEES	18.22.2202		300.00			
						300.00	41482506	2/17/26
WK10-14 MILEAGE		RIDEAUX, ADONUS MILEAGE WEEKS 10-14	01.05.2160		1,399.25			
						1,399.25	69056	2/17/26
JAN 2026		ROYAL CLEANERS JAN 2026 DRY CLEANING	01.05.3630		34.49			
						34.49	69057	2/17/26
713359		RUESCHOFF COMMUNICATIONS JAN 2026 ANSWER SRVC CALLS	11.25.2500		95.75			
		JAN 2026 ANSWER SRVC CALLS	12.11.2500		95.75			
						191.50	69058	2/17/26
904061780		STATE CHEMICAL SOLUTIONS MELT AWAY	18.22.3550		1,369.20			
		PF-510 DZ	18.22.3550		323.93			
		MIGHTY BOY RED SPEC BENTONITE	18.22.3550		352.66			
		BACTO DOSE	18.22.3550		1,199.99			
		S & H	18.22.3550		201.80			
						3,447.58	69059	2/17/26
5225421-202601-1		TRANSUNION RISK & ALTERNA JAN 2026 TLO	01.05.2850		274.50			
						274.50	69060	2/17/26
JAN 2026 AP0681		UMB-CARD SERVICES GAVEL FOR OUTGOING MAYOR	01.01.3900		139.95			
		NAMEPLATES FOR COUNCIL MEMBERS	01.01.3110		41.85			
		1099 EFILING FEES	01.01.2850		121.67			
		ACROBAT PRO MONTHLY FEE	01.10.4010		29.99			
		ACROBAT PRO MONTHLY FEE	01.10.4010		19.99			
						353.45	41482455	2/17/26
JAN 2026 TB0459		OFFICE SUPPLIES FROM AMAZON	01.04.3800		37.36			
						37.36	41482455	2/17/26
UMB_JAN2026_JW0574		CABLES,CONNECTORS	40.24.2204.1120		403.24			
		REFUND FOR CABLE/CONNECTOR	40.24.2204.1120		97.61-			
		FILTER LINER	11.24.2530		80.85			
		REFUND FOR FILTER LINER	11.24.2530		80.85-			
		CELLULOSE ELEMENTS	11.24.2530		260.56			
		FILTERS	11.24.2530		252.00			
		FILTER LINERS	11.24.2530		27.31			
		SALESBINDER - BRONZE PLAN	11.24.2720		228.00			
		KLEENEX,WIPES,TRASH BAGS	11.24.3800		21.61			
						1,095.11	41482455	2/17/26
UMB_JAN2026_KJ0392		BC MARKET-GRAPES/PLATES	01.05.2450		18.15			
		HOMESTEAD-COOKIES	01.05.2450		84.00			
						102.15	41482455	2/17/26
UMB_JAN2026_KW0525		LUNCHEON	01.02.2450		74.33			
						74.33	41482455	2/17/26
UMB_JAN2026_MP9197		FBINAA TRAINING	01.05.2140		170.00			
						170.00	41482455	2/17/26

2/17/2026 THRU 2/17/2026

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		
	REFERENCE				AMOUNT	CHECK #	CHECK DATE
		UMB-CARD SERVICES					
UMB_JAN2026_MR1483		AMAZON-FILE POCKETS	01.05.3110	15.03			
		AMAZON-TRASH CAN	01.05.3110	12.99			
		AMAZON-BATTERIES	01.05.3110	47.87			
		AMAZON-PENS/WIPES/FOLDER/BROOM	01.05.3110	48.24			
		LIFEVAC-14KITS	01.05.4810	931.03			
		KTA-TOLL	01.05.3310	.82			
		GALLS-959 BOOTS	01.05.3610	153.00			
		WALMART-COFFEE,WATER	01.05.3110	55.42			
					1,264.40	41482455	2/17/26
UMB_JAN2026_PM0715		BATTERY CHARGER	11.25.3355	116.67			
					116.67	41482455	2/17/26
UMB_JAN2026_RB0566		OPTI-FIT MASK	01.05.4810	786.03			
		AXON TASER TRAINING	01.05.2140	895.00			
					1,681.03	41482455	2/17/26
UMB_JAN2026_RC9015		TEXAS ROADHOUSE - J.GARCIA	01.02.2170	41.96			
		CONFERENCE - J.GARCIA	01.02.2170	278.72			
		CONFERENCE - J.GARCIA	01.02.2170	18.64			
					339.32	41482455	2/17/26
UMB_JAN2026_RH0699		CHAMBER LUNCH	01.01.7999	15.00			
		JLWORLD PUBLIC NOTICE	01.01.2330	273.13			
		LJWORLD PUBLIC NOTICE	01.01.2330	158.18			
		KMU 2026 CONFERENCE R.HARDING	01.35.2140	450.00			
		NOV/DEC 2025 MAPLE PUBLICATION	01.01.2330	1,000.00			
					1,896.31	41482455	2/17/26
UMB_JAN2026_SG0673		LODGING FOR KRWA CONFERENCE	18.21.2140	1,320.48			
		KRWA CONFERENCE FEES	18.22.2140	560.00			
		FOOD	18.21.2170	10.98			
					1,891.46	41482455	2/17/26
UMB_JAN2026_SY0723		INT'L CODE COUNCIL MEMBERSHIP	01.35.2720	70.00			
		LETTERS	01.35.2150	23.30			
		STAMPS	01.35.2150	2.34			
		LETTERS	01.35.2150	31.73			
					127.37	41482455	2/17/26
UMB_JAN2026_TA0582		TOW FOR PD DURANGO #54	01.05.2850	201.98			
		TUBES	03.01.3350	30.00			
		FRANKLIN CO TRANSFER STATION	01.03.7999	331.20			
		FRANKLIN CO TRANSFER STATION	01.03.7999	7.95			
					571.13	41482455	2/17/26
UMB_JAN2026_VS0731		BC MARKET - CREAMER	01.05.3110	6.14			
		MCDONALDS-MEAL	01.05.2170	18.44			
					24.58	41482455	2/17/26
00004A855R066		UNITED PARCEL SERVICE					
		SHIPPING FOR RUBBER TESTING	11.25.2150	434.25			
					434.25	41482507	2/17/26
INV0014618791		US AUTOFORCE					
		FLATBED TRAILER	11.25.3350	847.12			
					847.12	41482508	2/17/26
648811/1		VICTORY CDJR OF OTTAWA					
		UNIT 54-CONVERTER PLUG CLEARER	01.05.2540	186.95			
					186.95	69061	2/17/26
1		WORTHAM, JESSICA					
		CITY ATTORNEY 1/20-2/4/2026	01.01.2851	1,850.00			

# CLAIMS BY VENDOR

2/17/2026 THRU 2/17/2026

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
	WORTHAM, JESSICA					
	CITY ATTORNEY 1/20-2/4/2026	01.05.2851		50.00		
	CITY ATTORNEY 1/20-2/4/2026	01.07.2851		200.00		
					2,100.00	69062 2/17/26
					=====	
	REPORT TOTAL				819,180.86	

## ORDINANCE NO. 1531

AN ORDINANCE, granting to Kansas Gas Service, a Division of ONE Gas, Inc., and its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, providing definitions of terms, prescribing a franchise fee, providing terms and conditions for the use of public rights-of-way, requiring advance notice of work and duty to repair, providing for indemnification and a hold harmless agreement, providing for rules and regulations, prescribing insurance requirements, reserving certain rights, providing for revocation and termination, providing for an acceptance of the terms of the franchise, providing for a reopener, providing for notice of annexations, prescribing relevant governing law, providing for transfer and assignment of the franchise, providing for points of contact and notifications, providing for an agreement to renegotiate, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

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

### SECTION 1. DEFINITIONS.

For purposes of this Franchise Ordinance the following words and phrases shall have the meanings given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

“**City**” shall mean the City of Baldwin City, Kansas, and, where appropriate by the context, each of its departments, divisions and component units, including public trusts or authorities of which the City is a beneficiary.

“**Company**” shall mean Kansas Gas Service, a Division of ONE Gas, Inc.

“**Consumer**” shall mean any Entity located within the municipal corporate limits of the City and serviced by the Company through any use of the Public Ways.

“**Distribution**” or “**Distributed**” shall mean all sales, distribution, or transportation of natural gas to any Sales Consumer or Transportation Consumer for use within the City by the Company or by others through the Distribution Facilities of Company in a Public Way.

“**Distribution System**” or “**Distribution Facilities**” shall mean a pipeline or system of pipelines, including without limitation, mains, pipes, boxes, reducing and regulating stations, laterals, conduits and services extensions, together with all necessary appurtenances thereto, or any part thereof located within any Public Way, for the purpose of Distribution or supplying natural gas for light, heat, power and all other purposes.

**“Effective Date”** shall mean the date the Company files its written acceptance with the City following the final passage and approval of this Franchise Ordinance by the City, as set forth in Section 11 of this Franchise Ordinance.

**“Entity”** shall mean any individual person, governmental entity, business, corporation, partnership, firm, limited liability corporation, limited liability partnership, unincorporated association, joint venture trust, and any forms of business enterprise not specifically listed herein.

**“Facility” or “Facilities”** refers to the Company’s Distribution System or Distribution Facilities.

**“Franchise”** shall mean the grant of authority, set forth in Section 2 of this Franchise Ordinance, by the City to the Company for the Distribution of natural gas to the inhabitants of the City and to operate a Distribution System or Distribution Facilities.

**“Franchise Fee”** shall refer to the charges as prescribed in Section 3 of this Franchise Ordinance.

**“Franchise Ordinance”** shall mean this Ordinance granting a natural gas Franchise to the Company.

**“Gross Receipts”** shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of natural gas to Consumers within the City. Such term shall not include revenue from certain miscellaneous charges and accounts including but not limited to: connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, bad debts, customer project contributions, meter test fees, revenues received by Company from Consumers as Franchise Fee reimbursement, and returned check charges. Additionally, Gross Receipts shall not include credit extended pursuant to the Cold Weather Rule (or substitute rule) of the Kansas Corporation Commission for natural gas sold within the corporate limits of the City, nor Volumetric Rate Fees collected by Company and remitted to City in accordance with Section 3 of this Franchise Ordinance.

**“MCF”** shall mean a measurement of natural gas equal to one thousand cubic feet. It is assumed for purposes of this Franchise Ordinance that one MCF equals one million British Thermal Units.

**“Public Improvements”** means any public facilities, buildings, or capital improvements, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and other Public Projects.

**“Public Project”** means any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

**“Public Way” or “Public Ways”** shall mean the area on, below or above the present and future public streets, avenues, alleys, bridges, boulevards, roads, highways, parks, parking places and other public areas, and general utility easements, dedicated to or acquired by the City. The term does not include easements obtained by private entities providing utilities services or private easements in platted subdivisions or tracts.

**“Sales Consumer”** shall mean, without limitation, any Entity that purchases natural gas within the corporate City limits from Company for delivery to such Consumer within the City through the Company’s Distribution System or Distribution Facilities.

## **SECTION 2. GRANT OF FRANCHISE.**

A. In consideration of the benefits to be derived by the City and its inhabitants, there is hereby granted to the Company (said Company operating a Distribution System in the State of Kansas), a non-exclusive Franchise for a period of twenty (20) years from the Effective Date, to construct, maintain, extend and operate its Distribution Facilities along, across, upon or under any Public Way for the purpose of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas, and/or comparable blends of combustible gasses, from any source available; and to do all things necessary or proper to carry on said business.

B. The grant of this Franchise by the City shall not convey title, equitable or legal, in a Public Way and shall give only the right to occupy the Public Way for the purposes and for the period stated in this Franchise Ordinance. This Franchise Ordinance does not:

- (1) Grant the right to use facilities or any other property, natural gas-related or otherwise, owned or controlled by the City or a third party without the consent of such party;
- (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of a Public Way;
- (3) Excuse the Company from obtaining appropriate access or attachment agreements before locating its Facilities on property owned or controlled by the City (other than a Public Way) or a third party; or
- (4) Unless explicitly setforth herein, excuse the Company from obtaining and being responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City or the Kansas Corporation Commission.

## **SECTION 3. FRANCHISE FEE.**

A. As further consideration for the granting of this Franchise, and in lieu of city occupation, license or permit fees, or revenue taxes, except as expressly provided herein, the Company shall pay to the City during the term of this Franchise, a Franchise Fee of: (i) six

percent (6%) of the actual Gross Cash Receipts collected by the Company from the Distribution of natural gas to all Sales Consumers within the corporate limits of the City, all such payments to be made monthly for the preceding monthly period.

B. The Company's obligation for payments of the Franchise Fee shall commence with the first cycle of the monthly billing cycle following the Effective Date of this Franchise Ordinance. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance No. 1182, and amendments thereto.

C. In the event a Consumer of Company does not pay a monthly bill from Company in full, Company shall prorate its payments of remissions to the City for sums due on that particular bill so that the amount actually paid by the Consumer to Company on the bill is distributed to Company for the natural gas commodity and transportation or distribution service and to the City for sums due on the bill in proportion to the percentage of the total bill actually paid by the Consumer. In the event Company actually collects any outstanding amounts due on a past due, unpaid, or partially paid monthly bill to a customer, the Company shall pay City its proportionate share of sums due to the City on such bill.

D. Upon written request by the City (but no more than once per quarter), the Company shall submit to the City a certified statement showing the manner in which the Franchise Fee was calculated. The City shall have the right to examine within the corporate limits of the City and during regular business hours, upon reasonable advance written notice to the Company, all books, papers and records kept by the Company in the ordinary course of business and pertaining to its business carried on by it in or through the City, necessary to verify the correctness of the Franchise Fee paid by Company.

E. No acceptance by the City of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

F. The Franchise Fee required herein shall be in lieu of all taxes, charges, assessments, licenses, fees, and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001, K.S.A. 17-1902, and amendments thereto. From and after the date hereof, the permit fees required of the Company by any ordinance (presently in effect or hereafter adopted) for a permit to excavate in, or adjacent to, any Public Way shall be deemed a part of the compensation paid pursuant to this Franchise Ordinance and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance. The Franchise Fee is compensation for use of the Public Way.

#### **SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.**

A. Except as provided herein or as regulated by state or federal law, the use of any Public Way under this Franchise by the Company shall be subject to all laws, statutes,

regulations and/or city policies (including, but not limited to those relating to the construction and use of the Public Way or other public property) now or hereafter adopted or promulgated. Unless specifically provided, herein, the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of a Public Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in this Section 4 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of a Public Way.

B. All mains, services, and pipe which shall be laid or installed under this Franchise shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. The Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, the Company shall have the right to commence work without having first provided such information or form(s).

C. The Company's use of any Public Way shall always be subject and subordinate to the City's use of the Public Way for any public purpose. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory, nor in conflict with state or federal law.

D. The City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas, or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over, or under any Public Way. In permitting such work to be done, the City shall not be liable to the Company for any damage to the Company's Facilities unless the City or its agents or contractors are negligent in causing said damage.

E. Whenever by reason of establishing a grade or changing the grade of any street, or the location or manner of construction of any Public Way, the City deems it necessary to alter, change, adapt, or conform any portion of the Company's Facilities located in the Public Way, the City shall provide reasonable notice and such alterations or changes shall be made within a reasonable time by the Company, as ordered in writing by the City, without claim for reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require the Company to alter, change, adapt, or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same (whether by private right-of-way grant, utility easement or otherwise), was acquired prior to the designation of the location as a Public Way.

F. If the City shall require the Company to adapt or conform its Facilities or in any way to alter, relocate or change its property to enable any other person, firm, corporation, or Entity (whether public or private), other than the City, to use the Public Way, the Company shall be reimbursed by the person, firm, corporation, or Entity desiring or occasioning such change for any and all loss, cost, or expense occasioned thereby. "Person," "Firm," "Corporation," and "Entity" as used in this paragraph shall not include regular departments of the City, or any trust or authority formed by or for the benefit of the City for public utility purposes, but shall include any other agency or authority of the City, whether acting in a governmental or non-governmental capacity, including, but not limited to, any urban renewal authority, or any other agency or authority, which as a part of its program clears whole tracts of land within the municipal corporate limits and relocates citizens for the purpose of urban development or similar aims.

G. The Company and the City shall participate in the Kansas One-Call utility location program. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within a Public Way when requested by the City. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents or authorized contractors. The Company shall designate and maintain an agent familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in a Public Way during and for the design of Public Improvements.

H. The Company shall be subject to the following fees and costs in connection with its use and occupancy of any Public Way: (i) in the event that the repairs or replacements set forth under Section 5 below, have not been timely completed by Company, the City may charge an excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity; (ii) inspection fees to recover all reasonable costs associated with City inspection of the work of the Company in the Public Way when the Facilities are of such a scope and magnitude so as to require the City to incur such inspection costs by an outside party; and (iii) the repair and restoration costs associated with repairing and restoring the Public Way because of damage caused by the Company, its assigns, contractors, and/or subcontractors in the Public Way.

## **SECTION 5. NOTICE OF WORK AND DUTY TO REPAIR.**

A. Prior to commencing any activities related to the construction, maintenance, or extension of its Facilities along, across, upon, or under the Public Way, the Company shall submit to the City written plans detailing all such activities in the manner required by the City by Ordinance. In the event of an emergency, Company shall have the right to commence work without providing such plans, provided such plans are submitted within five business days of commencement of the work. The Company's Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such Public Ways or unreasonably obstruct the legal use by other utilities.

B. Prior to beginning work, the Company will inspect existing pavement within and/or adjacent to the work area and will report any existing damage or concerns. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any

kind located within the Public Way that are damaged, displaced, or removed by the Company shall be fully repaired or replaced to their prior condition or to existing municipal standards as are then in existence, and in a manner satisfactory to the duly authorized representative of the City, after completing such activity as is permitted under this Franchise Ordinance and without cost to the City.

## **SECTION 6. INDEMNITY AND HOLD HARMLESS.**

The Company, its successors and assigns, in the construction, maintenance, and operation of its Facilities, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall indemnify, defend, hold, and save the City harmless from any and all claims, damage, judgements, and reasonable expense, including attorney fees, caused by the negligence of the Company, its successors and assigns, or their agents or servants. The Company or the City shall promptly advise the other in writing of any known claim or demand against the Company or the City related to or arising out of the Company's activities in any Public Way.

## **SECTION 7. RULES AND REGULATIONS.**

The Company shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its Facilities, the sale of its gas, and the prudent conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Kansas, with the orders, rules, or regulations of the Kansas Corporation Commission or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the City insofar as they are consistent with the jurisdiction of the Kansas Corporation Commission or such other regulatory authority.

## **SECTION 8. INSURANCE REQUIREMENTS.**

A. During the term of this Ordinance, the Company shall maintain insurance coverage at its sole expense with financially reputable insurers. The Company may elect to use the services of an affiliated captive insurance company for this purpose. The Company shall provide not less than the following insurance:

- (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
- (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence with a limit of not less than Two Million Dollars combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from the Company's operations under this Franchise Ordinance, provided that such additional insured coverage shall be on a primary and non-contributory basis with respect to the City's own coverage and, notwithstanding the general limits described above and elsewhere,

provide limits to the City of no more (and no less) than Five Hundred Thousand Dollars (\$500,000) per occurrence.

B. As an alternative to the above insurance requirements, if self-insurance is allowed by state law for one or more of the required coverages, Company may present certificate or permit of self-insurance issue by state to satisfy requirement(s).

## **SECTION 9. REVOCATION AND TERMINATION.**

In case of failure on the part of the Company to comply with any of the provisions of this Franchise Ordinance, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, the Company may be subject to forfeiture of all rights, privileges and Franchise granted herein, and all such rights, privileges and franchise hereunder be deemed ceased, terminated, null, and void, and this Franchise Ordinance shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise Ordinance. If at the end of such sixty (60) day period the City determines that the neglect or failure complained of has not been cured, the City shall take action to revoke and terminate this Franchise Ordinance by an affirmative vote of the governing body present at a public meeting and voting, setting out the grounds upon which this Franchise Ordinance is to be revoked and terminated; provided, to afford the Company due process, the Company shall first be provided reasonable notice of the date, time, and location of the governing body's consideration and shall have the right to address the governing body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) -day period, and the governing body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, the Company may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the governing body to revoke and terminate this Franchise Ordinance, the Company shall have thirty (30) days to appeal such decision to the District Court where the City is located or in the District Court of Johnson County, Kansas. This Ordinance shall be deemed revoked and terminated at the end of this thirty (30) -day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of the Company to comply with any of the provisions of this Franchise Ordinance or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this Franchise Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings.

## **SECTION 10. RESERVATION OF RIGHTS.**

A. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, applicable Federal laws or regulations as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

B. In adopting and passing this Ordinance, neither the City's nor the Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By the City's adopting and passing this Franchise Ordinance and the Company's acceptance hereof as provided in Section 11, neither the City nor the Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or the Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

## **SECTION 11. ACCEPTANCE OF TERMS.**

A. This Franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official City newspaper. The Company shall have sixty (60) days after the final passage and approval of this Franchise Ordinance to file with the City Clerk its written acceptance of the provisions, terms, and conditions of this Franchise Ordinance and when so accepted, this Franchise Ordinance and acceptance shall constitute a contract between the City and the Company and such contract shall be deemed effective on the date Company files its acceptance with the City.

B. This Franchise Ordinance, when accepted as provided above, (i) shall constitute the entire agreement between the City and the Company relating to this Franchise, and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, (ii) shall be binding upon the parties, including their successors and assigns, and (iii) shall not be amended or further obligations imposed without mutual consent of the parties hereto.

## **SECTION 12. REOPENER PROVISION.**

A. Upon written request of either the City or the Company, this Franchise may be reviewed once after five (5) years from the effective date of this Franchise Ordinance, and once every (5) five years thereafter, to review the Franchise Fee set forth in Section 3 above. Said request must be served upon the other party at least 120 days prior to the end of each period set forth above, and shall state specifically the amendment(s) to the Franchise Fee desired. The City and the Company shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment of the Franchise.

B. Upon written request of the Company, the Franchise shall be reopened and renegotiated at any time upon a change in federal, state, or local law, regulation, or order which

materially affects any rights or obligations of the Company, including, but not limited to, the scope of the grant to the Company or the compensation to be paid to the City.

C. The Franchise Fee percentage rate set forth in Section 3 shall in no event exceed the percentage rate hereafter approved to calculate any fee paid to the City by any Entity for use of the Public Ways, if such fee is based in any way on the amount of revenues or gross receipts from the sale, transportation and/or distribution of natural gas or electric energy (excluding any municipally-owned electric utility) by such other Entity to customers within the City. If at any time after the Effective Date of this Franchise Ordinance, the fee or rate required to be paid by another Entity selling, transporting, and/or distributing natural gas or electric energy (excluding any municipally-owned electric utility) is less than the Franchise Fee percentage rate set forth in Section 3, then this Franchise shall become automatically subject to reopen upon notice by the Company for purposes of negotiation of a new lower Franchise Fee percentage rate.

### **SECTION 13. NOTICE OF ANNEXATION.**

The City shall promptly notify the Company in writing (to include a map) of areas newly annexed into or deannexed from the corporate limits of the City, and the Company shall update its records for the purpose of payment of Franchise Fees as soon as reasonably practicable after receiving such notice. Notwithstanding anything to the contrary in this Franchise Ordinance, the Franchise Fees provided for in Section 3 shall not become effective within any area annexed by the City until the beginning of the monthly billing cycle which begins no more than sixty (60) days after the date that the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the City detailing the annexed area.

### **SECTION 14. RELEVANT LAW.**

This Franchise Ordinance is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto. Any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 3 of this Franchise Ordinance.

### **SECTION 15. TRANSFER AND ASSIGNMENT.**

Company shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Company the rights and privileges granted under this Franchise Ordinance except as hereinafter provided. Any assignment, sale, lease, or other transfer by the Company of the Franchise granted herein to any third party not affiliated with Company shall be ineffective and void unless:

- (1) The proposed assignment, sale, lease or transfer shall be in writing:
- (2) The prospective assignee, buyer, lessee or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Franchise Ordinance; and

(3) Such writing shall be submitted to the City Clerk of the City.

**SECTION 16. POINT OF CONTACT AND NOTICES.**

The Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact’s name, address, telephone number, fax number, and e-mail address. Emergency notice by either party to the other may be made by telephone to the City’s designee as listed below. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail (return receipt requested), or via the email addresses provided below. Any notice served by U.S. Mail or Certified Mail (return receipt requested) shall be deemed delivered upon actual receipt unless otherwise provided. Other than emergencies, notices to the parties shall be to the following:

**The City:**

The City of Baldwin City  
Attn: City Clerk  
803 8<sup>th</sup> St.  
Baldwin City, Kansas 66006

Phone: 785-594-6427  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Company:**

Kansas Gas Service, a Div. of ONE Gas, Inc.  
Attn: Legal Department  
7421 W. 129<sup>th</sup> Street  
Overland Park, KS 66213-2713

Phone: (913) 319-8619  
Fax: N/A  
Email: kgsfranchises@onegas.com

**Emergency Contact Information:**

Emergency Designee:  
Emergency Contact No.:

Natural Gas Emergency No: 888-492-4950  
Contact Email:  
KGSDispatchOverlandPark@onegas.com

Emergency Email:

(or to replacement addresses that may be later designated in writing).

**SECTION 17. AGREEMENT TO RENEGOTIATE.**

Should the Kansas Corporation Commission take any action with respect to this Franchise Ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this Franchise Ordinance in accordance with or to conform to the Commission’s ruling.

PASSED, ADOPTED AND APPROVED this 17th day of February, 2026.

CITY OF BALDWIN CITY, KANSAS

[seal]

Gerald Cullumber, Mayor

ATTEST:

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Amara Packard, City Clerk

APPROVED AS TO FORM:

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Jessica Wortham, City Attorney

Published in the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

ORDINANCE NO. 1532

AN ORDINANCE REPEALING THE CURRENT ELECTRIC ENERGY RATES; ESTABLISHING NEW ELECTRIC ENERGY RATES FOR CUSTOMERS OF BALDWIN CITY'S MUNICIPAL ELECTRIC UTILITY; RENUMBERING SPECIFIC SECTIONS OF THE CITY CODE; ESTABLISHING A POWER COST ADJUSTMENT; REPEALING ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Baldwin City, Kansas, owns an electric utility system established to provide electric utility service to customers inside and outside the city limits; and

WHEREAS, Chapter XV, Article 2, of the Code of the City of Baldwin City, Kansas, provides for the provision and billing of electric service by the municipal electric utility; and

WHEREAS, the policies, fees and rates for installing and providing municipal electric utility services require updating from time to time to appropriately reflect the cost of providing such services; and

WHEREAS, revisions to the existing fees and rates for electric service are now necessary to reflect the current costs of providing service; and

WHEREAS, to be aligned with current best practices, the rates for electric service should include an automatic adjustment clause that will adjust electric service rates for changes in the cost to the municipal electric utility to purchase wholesale electric energy and fuel for electric generation.

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the City of Baldwin City, Kansas, as follows:

Section 1. Repeal the existing sections 15-209 through 15-218 of Chapter XV, Article 2 of the Code of the City of Baldwin City, Kansas, and replace those

sections with the following new sections:

**Section 15-209. RESIDENTIAL RATES.** The rates for electric service to residential customers of the municipal electric utility are:

- a) A monthly debt service fee of \$27.46 per meter for customers inside the city limits and \$27.46 per meter for customers outside the city limits, plus,
- b) Effective February 1, 2026 usage, a monthly energy charge of \$0.1443 per kilowatt hour of metered energy use for all residential class customers, the
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-210. BUSINESS RATES.** The rates for electric service to business customers of the municipal electric utility, including offices, retail establishments and manufacturing enterprises, annual use is under 90,000 kilowatt-hours are:

- a) A monthly debt service fee of \$27.46 per meter for customers inside the city limits and \$27.46 per meter for customers outside the city limits, plus
- b) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1443 per kilowatt-hour of metered energy use for all business-class customers, then
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-211. COMMERCIAL RATES.** The rates for electric service to commercial customers of the municipal electric utility whose annual use is over 90,000 kilowatt-hours are:

- a) Effective with February 1, 2026 usage, a monthly demand charge of \$14.29 per kilowatt of billing demand, where the billing demand is the highest demand metered for the current month, plus
- b) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1358 per kilowatt-hour of metered energy use for all commercial-class customers, then
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-212. HEAVY COMMERCIAL RATES.** The rates for electric service to commercial customers of the municipal electric utility whose annual use is over 360,000

kilowatt-hours are:

- a) A monthly debt service fee of zero (\$00.00) dollars per meter, plus
- b) Effective with February 1, 2026 usage, a monthly demand charge of \$14.29 per kilowatt of billing demand, where the billing demand is the highest demand metered for the current month, plus
- c) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1322 per kilowatt-hour of metered energy use for all heavy commercial-class customers, then
- d) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-213. INDUSTRIAL RATES.** The rates for electric service to commercial customers of the municipal electric utility whose annual use is over 1,020,000 kilowatt hours are:

- a) A monthly debt service fee of \$00.00 per meter, plus
- b) Effective with August 1, 2025 usage, a monthly demand charge of \$12.85 per kilowatt of billing demand, where the billing demand is the highest demand metered for the current month, plus
- c) Effective with August 1, 2025 usage, a monthly energy charge of \$0.1072 per kilowatt-hour of metered energy use for all industrial class customers, plus
- d) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-214. PUBLIC SCHOOLS RATES.** The rates for electric service to facilities owned and operated by the Baldwin Unified School District No. 348 are:

- a) A monthly debt service fee of \$0.00 per meter, plus
- b) Effective with February 1, 2026 usage, a monthly demand charge of \$14.29 per kilowatt of billing demand, where the billing demand is the highest demand metered for the current month, plus
- c) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1216 per kilowatt-hour of metered energy use for public school-class customers, then
- d) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-215. CLUB HOUSE, SORORITY AND FRATERNITY RATES.** The rates for electric service to university-approved student housing, including club houses, sororities, fraternities and on campus residential areas are:

- a) A monthly debt service fee of \$27.46 per meter for customers inside the city limits and \$27.46 per meter for customers outside the city limits, plus
- b) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1443 per kilowatt-hour of metered energy use for club/sorority/fraternity-class customers, then
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-216.** UNIVERSITY RATES. The rates for electric service to any or all facilities owned and operated by a university for university purposes are:

- a) Effective with February 1, 2026 usage, a monthly demand charge of \$17.15 per kilowatt of billing demand, where the billing demand is the greater of the highest demand metered for the current month or 80 percent of the highest demand metered over the preceding eleven months, plus
- b) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1047 per kilowatt-hour of metered energy use for university-class customers, then
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.
- d) Baker University may enlist service with regular meters as needs arise. Any non-demand services operated by Baker University shall be billed according to the rate schedule in Section 15-210.

**Section 15-217.** CITY RATES. The rates for electric service to facilities used by the City of Baldwin for city purposes are:

- a) A monthly debt service fee of \$27.46 per meter, plus
- b) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1443 per kilowatt-hour of metered energy use for city-class customers, then
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-218.** CHURCH RATES. This section is applicable to any church, synagogue, or other public place that is used for the purpose of conducting group religious worship services. The rates for electric service to church customers of the municipal electric utility are:

- a) A monthly debt service fee of \$27.46 per meter for customers inside the city limits, plus
- b) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1443

- per kilowatt-hour of metered energy use for church-class customers, then
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-231. POWER COST ADJUSTMENT.** A power cost adjustment will be added each month to the energy charge per kWh for all customers of the municipal electric utility. The power cost adjustment ("PCA") is to be computed each month using the actual delivered cost of energy for the most recent three-month period divided by the actual number of kilowatt-hours used for the same three-month period, subtracting the base power cost and multiplying the result by the compensation factor for distribution system losses and energy furnished free by the municipal electric utility to the City of Baldwin City.

$$\text{PCA} = [(\text{Power Cost} / \text{kWh Used}) - \text{Base Power Cost}] \times \text{Compensation Factor}$$

For purposes of this formula, the following applies:

PCA = Power Cost Adjustment stated as a cost per kWh, rounded to the nearest \$0.0001. The PCA could result in an incremental charge or a credit for the month

Power Cost = the most recent three-month actual cost of purchased power and fuel for power plant generation.

kWh Used = the most recent three-month actual kilowatt hours used.

Base Power Cost = budgeted annual power cost divided by the budgeted annual kWh.

Compensation Factor = 1.1111 and is a multiplier used to compensate the utility for accounted losses of energy given away at no charge such as street lighting, line losses both Internal (distribution) and External (transmission), and theft.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent necessary to resolve such conflict.

Section 3. If any part of this ordinance is declared invalid for any reason, such invalidity shall not affect the remaining valid portions of this ordinance. To this end, this ordinance is declared severable:

Section 4. This ordinance shall be effective upon adoption by the governing body, approval by the Mayor, and publication as required by law. The rates included herein shall be applied to energy usage on the appropriate dates as noted in the specific sections.

Section 5. On February 1st of every year, all electric rate categories will be adjusted according to the annual Municipal Cost Index (MCI).

NOW, THEREFORE, BE IT ENACTED by the governing body of the City of Baldwin City, Kansas, on this 17<sup>th</sup> day of February, 2026.

APPROVED:

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Gerald Cullumber, Mayor

ATTEST:

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Amara Packard, City Clerk

APPROVED AS TO FORM:

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Jessica Wortham, City Attorney

**Baldwin City, Kansas**  
**Utility Rate Analysis - 11 Electric Fund**  
**as of 12/31/2025**

Fund bal = 15%      542,546      546,226  
Fund Bal = 25%      904,243      910,377

	2024 Actual	2025 Estimated	2026 Estimated	2027 Estimated
Beginning Cash Reserves	2,173,513.00	649,904.49	1,036,321.48	904,590.64
Net Surplus (Deficit)	(1,523,608.51)	386,416.99	(131,730.83)	294,597.51
Ending Cash Reserves	649,904.49	1,036,321.48	904,590.64	1,199,188.15
			2.43%	2.26%

Row Labels	2024 ACTUAL	2025 Forecast	2026 Estimate	2027 Estimates
<b>1-Revenue</b>	<b>4,753,251</b>	<b>6,169,245</b>	<b>6,130,941</b>	<b>6,272,465</b>
03 Use of Money and Property	0	0	0	0
04 Charges for Service	4,708,315	6,147,568	6,120,861	6,262,386
21 Debt Proceeds	0	0	0	0
30 Sales Tax	-1,363	2,961	-1,721	-1,721
97 Other Revenues	46,299	18,715	11,800	11,800
99 Transfer In	0	0	0	0
<b>2-Expenses</b>	<b>-6,276,859</b>	<b>-5,782,828</b>	<b>-6,262,671</b>	<b>-5,977,868</b>
01 Personnel Services	-1,103,291	-1,244,976	-1,279,992	-1,337,675
02 Contractual Services	-2,477,250	-2,517,751	-2,735,361	-2,768,401
03 Commodities	-103,840	-78,784	-214,357	-214,357
04 Capital Outlay	-1,104,020	-419,382	-500,622	-500,622
05 Debt	-1,010,819	-967,660	-954,067	-578,541
99 Transfer Out	-477,639	-554,275	-578,272	-578,272
<b>Surplus (Deficit)</b>	<b>-1,523,609</b>	<b>386,417</b>	<b>-131,731</b>	<b>294,598</b>

Published in the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

ORDINANCE NO. 1532

AN ORDINANCE REPEALING THE CURRENT ELECTRIC ENERGY RATES; ESTABLISHING NEW ELECTRIC ENERGY RATES FOR CUSTOMERS OF BALDWIN CITY'S MUNICIPAL ELECTRIC UTILITY; RENUMBERING SPECIFIC SECTIONS OF THE CITY CODE; ESTABLISHING A POWER COST ADJUSTMENT; REPEALING ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Baldwin City, Kansas, owns an electric utility system established to provide electric utility service to customers inside and outside the city limits; and

WHEREAS, Chapter XV, Article 2, of the Code of the City of Baldwin City, Kansas, provides for the provision and billing of electric service by the municipal electric utility; and

WHEREAS, the policies, fees and rates for installing and providing municipal electric utility services require updating from time to time to appropriately reflect the cost of providing such services; and

WHEREAS, revisions to the existing fees and rates for electric service are now necessary to reflect the current costs of providing service; and

WHEREAS, to be aligned with current best practices, the rates for electric service should include an automatic adjustment clause that will adjust electric service rates for changes in the cost to the municipal electric utility to purchase wholesale electric energy and fuel for electric generation.

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the City of Baldwin City, Kansas, as follows:

Section 1. Repeal the existing sections 15-209 through 15-218 of Chapter XV, Article 2 of the Code of the City of Baldwin City, Kansas, and replace those

sections with the following new sections:

**Section 15-209. RESIDENTIAL RATES.** The rates for electric service to residential customers of the municipal electric utility are:

- a) A monthly debt service fee of \$27.88 per meter for customers inside the city limits and \$27.88 per meter for customers outside the city limits, plus,
- b) Effective February 1, 2026 usage, a monthly energy charge of \$0.1439 per kilowatt hour of metered energy use for all residential class customers, the
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-210. BUSINESS RATES.** The rates for electric service to business customers of the municipal electric utility, including offices, retail establishments and manufacturing enterprises, annual use is under 90,000 kilowatt-hours are:

- a) A monthly debt service fee of \$27.88 per meter for customers inside the city limits and \$27.88 per meter for customers outside the city limits, plus
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- c) Effective with August 1, 2025 usage, a monthly energy charge of \$0.1072 per kilowatt-hour of metered energy use for all industrial class customers, plus
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**Section 15-218.** CHURCH RATES. This section is applicable to any church, synagogue, or other public place that is used for the purpose of conducting group religious worship services. The rates for electric service to church customers of the municipal electric utility are:

- a) A monthly debt service fee of \$27.88 per meter for customers inside the city limits, plus
- b) Effective with February 1, 2026 usage, a monthly energy charge of \$0.1439

- per kilowatt-hour of metered energy use for church-class customers, then
- c) A Power Cost Adjustment, as provided in section 15-231, applied to all kilowatt-hours of metered energy use.

**Section 15-231. POWER COST ADJUSTMENT.** A power cost adjustment will be added each month to the energy charge per kWh for all customers of the municipal electric utility. The power cost adjustment ("PCA") is to be computed each month using the actual delivered cost of energy for the most recent three-month period divided by the actual number of kilowatt-hours used for the same three-month period, subtracting the base power cost and multiplying the result by the compensation factor for distribution system losses and energy furnished free by the municipal electric utility to the City of Baldwin City.

$$\text{PCA} = [(\text{Power Cost} / \text{kWh Used}) - \text{Base Power Cost}] \times \text{Compensation Factor}$$

For purposes of this formula, the following applies:

PCA = Power Cost Adjustment stated as a cost per kWh, rounded to the nearest \$0.0001. The PCA could result in an incremental charge or a credit for the month

Power Cost = the most recent three-month actual cost of purchased power and fuel for power plant generation.

kWh Used = the most recent three-month actual kilowatt hours used.

Base Power Cost = budgeted annual power cost divided by the budgeted annual kWh.

Compensation Factor = 1.1111 and is a multiplier used to compensate the utility for accounted losses of energy given away at no charge such as street lighting, line losses both Internal (distribution) and External (transmission), and theft.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent necessary to resolve such conflict.

Section 3. If any part of this ordinance is declared invalid for any reason, such invalidity shall not affect the remaining valid portions of this ordinance. To this end, this ordinance is declared severable:

Section 4. This ordinance shall be effective upon adoption by the governing body, approval by the Mayor, and publication as required by law. The rates included herein shall be applied to energy usage on the appropriate dates as noted in the specific sections.

Section 5. On February 1st of every year, all electric rate categories will be adjusted according to the annual Municipal Cost Index (MCI).

Section 6. The debt service fee is calculated using a three-year average of total debt service. For non-demand customers, the debt service fee is passed through as a separate debt service fee based on this three-year average. For demand customers, the debt service fee is incorporated into the billing demand and energy charge rates.

NOW, THEREFORE, BE IT ENACTED by the governing body of the City of Baldwin City, Kansas, on this 17<sup>th</sup> day of February, 2026.

APPROVED:

\_\_\_\_\_  
Gerald Cullumber, Mayor

ATTEST:

\_\_\_\_\_  
Amara Packard, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Wortham, City Attorney

**Baldwin City, Kansas**  
**Utility Rate Analysis - 11 Electric Fund**  
**as of 12/31/2025**

Fund bal = 15%      542,546      546,226  
Fund Bal = 25%      904,243      910,377

	2024 Actual	2025 Estimated	2026 Estimated	2027 Estimated
Beginning Cash Reserves	2,173,513.00	649,904.49	1,036,321.48	904,590.64
Net Surplus (Deficit)	(1,523,608.51)	386,416.99	(131,730.83)	294,597.51
Ending Cash Reserves	649,904.49	1,036,321.48	904,590.64	1,199,188.15
			2.43%	2.26%

Row Labels	2024 ACTUAL	2025 Forecast	2026 Estimate	2027 Estimates
<b>1-Revenue</b>	<b>4,753,251</b>	<b>6,169,245</b>	<b>6,130,941</b>	<b>6,272,465</b>
03 Use of Money and Property	0	0	0	0
04 Charges for Service	4,708,315	6,147,568	6,120,861	6,262,386
21 Debt Proceeds	0	0	0	0
30 Sales Tax	-1,363	2,961	-1,721	-1,721
97 Other Revenues	46,299	18,715	11,800	11,800
99 Transfer In	0	0	0	0
<b>2-Expenses</b>	<b>-6,276,859</b>	<b>-5,782,828</b>	<b>-6,262,671</b>	<b>-5,977,868</b>
01 Personnel Services	-1,103,291	-1,244,976	-1,279,992	-1,337,675
02 Contractual Services	-2,477,250	-2,517,751	-2,735,361	-2,768,401
03 Commodities	-103,840	-78,784	-214,357	-214,357
04 Capital Outlay	-1,104,020	-419,382	-500,622	-500,622
05 Debt	-1,010,819	-967,660	-954,067	-578,541
99 Transfer Out	-477,639	-554,275	-578,272	-578,272
<b>Surplus (Deficit)</b>	<b>-1,523,609</b>	<b>386,417</b>	<b>-131,731</b>	<b>294,598</b>

ORDINANCE NO. 1533

AN ORDINANCE AMENDING SECTION 15-411 (“SOLID WASTE COLLECTION SERVICE CHARGE”) OF ARTICLE 4 (“SOLID WASTE”) OF CHAPTER XV (“UTILITIES”) OF THE CODE OF THE CITY OF BALDWIN CITY, KANSAS, PERTAINING TO THE SERVICE CHARGE FOR THE COLLECTION OF SOLID WASTE AND RECYCLING GENERATED BY DETACHED, SINGLE-FAMILY RESIDENTIAL DWELLING UNITS WITHIN THE CITY

WHEREAS, the City of Baldwin City, Kansas (hereinafter, City) contracts with Green Environmental Services of Kansas North, LLC DBA Ottawa Sanitation Service, Inc. (hereinafter, GES) for the curbside collection of solid waste and curbside recycling generated by detached, single-family residential dwelling units within the city; and

WHEREAS, in order to recover the cost of increased disposal rates associated with providing said curbside collection services, the City hereby finds and declares it necessary to increase City’s solid waste collection service charge to \$25.58 per detached, single-family household per month, effective with the billings prepared and distributed by City in February 2026. Additional carts are \$5.55 each.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Baldwin City, Kansas, as follows:

SECTION 1. Section 15-411, entitled “Solid Waste Collection Service Charge,” of Article 4, entitled “Solid Waste,” of Chapter XV, entitled “Utilities,” of the Code of the City of Baldwin City, Kansas, is hereby amended to read as follows:

15-411. SOLID WASTE COLLECTION SERVICE CHARGE. The monthly service charge for the curbside collection of solid waste generated by detached, single-family residential dwelling units within the City shall be \$25.58 per detached, single-family residential dwelling unit. Additional carts are \$5.55 each. Said service charge shall not apply to any entity other than a detached, single-family residential dwelling unit such as commercial establishments, businesses, dormitories, sororities, fraternities, other multiple-family residential dwelling units, colleges and school districts, which entities shall arrange for solid wastes collection services directly and separate from the City. The monthly service charge for the initial voluntary curbside collection of recyclables shall be \$14.51 per detached, single-family residential dwelling unit. For each additional cart is \$13.39.

SECTION 2. This ordinance shall be in full force and effect from and after its passage by the City Council, and its approval by the Mayor, of the City of Baldwin City, Kansas, and its publication in the official City newspaper, and shall commence with the billings prepared and distributed by the City in February 2026.

ADOPTED AND APPROVED by the Governing Body of the City of Baldwin City, Kansas, on this 17th day of February 2026.

APPROVED:

\_\_\_\_\_  
Gerald Cullumber, Mayor

ATTEST:

\_\_\_\_\_

Amara Packard, City Clerk

APPROVED AS TO FORM:

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Jessica Wortham, City Attorney



December 26th, 2025

City of Baldwin City, Kansas  
 803 Eighth St.  
 Baldwin City, KS 66006

Subject: Annual Rate Adjustment

In accordance with our current agreement and set by The Bureau of Labor Statistics using the Consumer Price Index (CPI-U) Series Title: garbage and trash collection in U.S city average. all urban consumers. not seasonally adjusted, the fuel surcharge using the US Energy Information Administration Statistics using the Diesel Fuel Update U.S. On-Highway Diesel Fuel Prices (dollars per gallon) Midwest Region Table, Ottawa Transfer Station Rates, and Hamm Material Recycle Facility Processing rates.

The annual Consumer Price Index for Urban Consumers (CPI-U) has risen by 4.56%, while the current fuel surcharge remains unchanged. Disposal costs have increased by 12.24% and recycle processing has increased 12.5%. In response to these rising operational costs, Green Environmental Services is requesting a rate increase of 7.86% for all garbage customers and 5.28% for all recycling customers, effective February 1, 2026. Additional details are provided below.

Date	CPI	CPI Increase %	Fuel	Fuel Surcharge Change %	Disposal	Disposal Increase %	Garbage Total % CPI/Fuel/Disposal	Recycle Process Increase	Recycle Total % CPI/Fuel/Recycle	Price Increase Implemented	Notes
October, 2023	597.57		\$ 4.38		\$ 49.00		0%	0.00%	0.00%		CPI & Base fuel rate at time of proposal October 2023
November 30, 2024	627.13	4.95%	\$ 3.54	-2%	\$ 49.00	0%	2.95%	3.04%	5.98%	2/1/2025	2025 CPI, Disposal, Recycle Processing, & Fuel Surcharge Changes
November 30, 2025	655.71	4.56%	\$ 3.85	0%	\$ 55.00	3.31%	7.86%	0.72%	5.28%	2/1/2026	2026 CPI, Disposal, Recycle Processing, & Fuel Surcharge Changes

CPI for All Urban Consumers (CPI-U)

<b>Series Title</b>	Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
<b>Item</b>	Garbage and trash collection
<b>Measure Data Type</b>	Garbage and trash collection
<b>Code</b>	CUUR0000SEHG02
<b>Area</b>	U.S. city average
<b>Seasonality</b>	Not Seasonally Adjusted

Year	Period	CPI for All Urban Consumers (CPI-U)	Consumer Price Index for All Urban Consumers (CPI-U) 12 month change	12-Month % Change	Notes
2023	Oct-23	597.569	36.479	6.50%	Base CPI rate at time of proposal
2024	Nov-24	627.127	29.558	4.95%	CPI change from October 2023- November 2024
2025	Nov-25	655.705	28.578	4.56%	CPI change from November 2024- November 2025

Area: Midwest (PADD 2) ▾ Period: Weekly ▾

 [Download Series History](#)  [Definitions, Sources & Notes](#)

Show Data By:

Product  Area

	Graph	Clear	11/24/25
<b>Gasoline - All Grades</b>		<input type="checkbox"/>	2 943
All Grades - Conventional Areas		<input type="checkbox"/>	2 882
<span>now</span> All Grades - Reformulated Areas		<input type="checkbox"/>	3 276
Regular		<input type="checkbox"/>	2 858
Conventional Areas		<input type="checkbox"/>	2 813
Reformulated Areas		<input type="checkbox"/>	3 120
Midgrade		<input type="checkbox"/>	3 339
Conventional Areas		<input type="checkbox"/>	3 224
Reformulated Areas		<input type="checkbox"/>	3 769
Premium		<input type="checkbox"/>	3 852
Conventional Areas		<input type="checkbox"/>	3 724
Reformulated Areas		<input type="checkbox"/>	4 224
<b>Diesel (On-Highway) - All Types</b>		<input type="checkbox"/>	3 850
Ultra Low Sulfur (15 ppm and Under)		<input type="checkbox"/>	3 850



Peg Pearson  
Solid Waste Superintendent

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Effective October 29, 2025  
New rates for Franklin County Transfer Station

Solid Waste (Transfer Station)	\$55.00/ton
Minimum charge (up to 400 lbs)	\$10.00
Construction & Demolition	\$45.00/ton
Minimum charge (up to 500 lbs)	\$10.00
Freon Appliances	\$25/unit
C&D Roll-off	\$155 minimum Up to 3 tons then \$45/ton
Trash Roll-off	\$165 minimum Up to 3 tons then \$55/ton

**Holiday Hours:** Closed to everyone on all County Holidays  
Open 1 ½ hours early (6:30 a.m.) the following day to  
accommodate haulers.

**New daily cut off times:** Monday-Friday  
Gate closes at 3:30 p.m.  
(facility open until 4 p.m.)  
  
Saturday  
Gate closes at 12:00 noon  
(facility open until 1:00 p.m.)



November 1, 2025

**Ottawa Sanitation  
PO Box 487  
Ottawa, KS 66067**

**Subject: Upcoming Price Adjustment Effective January 1, 2026**

Dear Ottawa Sanitation:

At Hamm, we deeply appreciate the opportunity to be your preferred partner in meeting your **Material Recycling** needs. We value the strong relationships we've built and are committed to continuing to support your success with high-quality products and reliable customer service.

To maintain and enhance the quality of our offerings, we are consistently investing significant capital and resources into our operations. These investments ensure the consistent quality needed for your specific applications, delivered with superior customer service and an unwavering commitment to safety.

To support these investments and cover our increased operating costs, we will be implementing a price increase effective January 1, 2026, across all products and locations.

**2026 Price Per Ton: \$90.00**

Please incorporate these adjustments into your sales planning. Should you have any questions or concerns, your Waste Services representative is ready to assist.

Thank you once again for your continued business and the trust you place in us. We look forward to serving your needs in 2026 and beyond.

Warm regards,

A handwritten signature in black ink, appearing to read "Jeff Hamm", is written over a light blue circular stamp or watermark.

Jeff Hamm, Director  
Waste Services  
Hamm, Inc., A QUIKRETE Materials Company

I would like to thank the City of Baldwin City for allowing us the opportunity to provide service for the last year. We greatly appreciate your business!

If you have any questions or concerns, please don't hesitate to contact me. Again, Thank you so much for your business.

Sincerely,

A handwritten signature in cursive script that reads "Shawn Anderson".

Shawn Anderson  
Green Environmental Services

Published in the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

**ORDINANCE NO. 1534**

AN ORDINANCE AMENDING SECTION 15-121 OF THE CODE OF THE CITY OF BALDWIN CITY, KANSAS, PERTAINING TO RETAIL WATER RATES FOR WATER SOLD BY THE CITY OF BALDWIN CITY; AND MAKING SUCH CHANGE EFFECTIVE WITH THE FEBRUARY 2026 BILLING.

**WHEREAS**, the City of Lawrence treats the raw water for the City of Baldwin City, and the fee for water treatment services increases from time to time; and

**WHEREAS**, beginning January 1, 2020, the City of Lawrence provides the raw water to be treated for the City of Baldwin City, and the fee for raw water increases from time to time; and

**WHEREAS**, increases in treatment and raw water costs represent an additional expense to the Baldwin City Water Utility Fund, and it is appropriate to pass such increases along to the City's customers in the form of a water rate adjustment; and

**WHEREAS**, the City's retail water rate is billed to customers in units of one thousand (1,000) gallons, and the City of Lawrence bills the City for raw water and treated water in units of one thousand (1,000) gallons; and

**WHEREAS**, the City of Lawrence notifies the City each December of the rates for raw water and treated water for the following year.

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

**Section 1. Amendment of Section 15-121.**

Section 15-121 of the Code of the City of Baldwin City, Kansas, is hereby amended to read as follows:

**15-121. RETAIL WATER RATES.**

The rates for water consumed by retail customers of the City water utility shall be as follows:

(A) Effective February 1, 2026, for all retail users of water located inside the city limits, a monthly debt service fee of \$9.72 per meter, plus \$19.84 per 1,000 gallons of water consumed.

(B) Effective February 1st of each year thereafter, all water rates shall be adjusted in accordance with the annual Municipal Cost Index (MCI).

(C) Debt service fee is figured on a three-year average of total debt service.

**Section 2. Effective Date.**

This ordinance shall be in full force and effect from and after its passage by the City Council, approval by the Mayor of the City of Baldwin City, Kansas, and publication in the official City newspaper.

**PASSED** by the City Council of the City of Baldwin City, Kansas, this 17th day of February, 2026.

**APPROVED:**

\_\_\_\_\_  
Gerald Cullumber, Mayor

**ATTEST:**

\_\_\_\_\_  
Amara Packard, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jessica Wortham, City Attorney

**Baldwin City, Kansas**  
**Utility Rate Analysis - 12 Water Fund**  
as of 12/31/2025

	2024	2025	2026	2027
Beg Cash			402,042	421,745
Net Surplus (Deficit) capital	(114,320.22)	24,184.75	266,919.65	328,170.78
End Cash	114,320.22	242,734.90	61,251.13	35,232.25
		0%	328,170.78	363,403.04
			<b>4.50%</b>	<b>5.00%</b>

Fund bal = 15%  
Fund bal = 25%

**Consumption Rate Increase - %**

Row Labels	2024 ACTUAL	2025 Forecast	2026 Estimate	2027 Estimates
<b>1-Revenue</b>				
03 Use of Money and Property	0.00			0.00
97 Other Revenues	37,071.47	3,250.00	5,250.00	5,250.00
04 Charges for Service	2,539,493.09	2,636,735.96	2,736,283.04	2,841,614.50
99 Transfer In	0.00	0.00	0.00	0.00
30 Sales Tax	927.72	79.42	0.00	0.00
<b>1-Revenue Total</b>	<b>2,577,492.28</b>	<b>2,640,065.38</b>	<b>2,741,533.04</b>	<b>2,846,864.50</b>
<b>2-Expenses</b>				
01 Personnel Services	-503,887.53	-526,780.08	-562,628.42	-583,260.15
02 Contractual Services	-1,273,340.25	-1,261,810.27	-1,378,059.43	-1,488,778.04
03 Commodities	-35,945.61	-41,179.27	-97,035.00	-97,035.00
04 Capital Outlay	-180,899.07	-181,838.93	-233,825.00	-233,825.00
99 Transfer Out	-195,486.28	-220,165.12	-228,894.06	-228,894.06
05 Debt	-273,613.32	-165,556.81	-179,840.00	-179,840.00
<b>2-Expenses Total</b>	<b>-2,463,172.06</b>	<b>-2,397,330.48</b>	<b>-2,680,281.91</b>	<b>-2,811,632.25</b>
<b>Net Surplus (Deficit)</b>	<b>114,320.22</b>	<b>242,734.90</b>	<b>61,251.13</b>	<b>35,232.25</b>

Published in Lawrence Journal World on the \_\_\_\_ day of \_\_\_\_\_, 2026

ORDINANCE NO. 1535

AN ORDINANCE AMENDING THE MONTHLY SEWER SERVICE CHARGES

WHEREAS, operating and maintenance expenses of the Baldwin City Wastewater Utility Fund, including labor, supplies, materials, machinery, and equipment continue to increase over time, and

WHEREAS, the Governing Body has determined that the Wastewater Utility must establish and maintain a suitable cash reserve to accommodate system improvements; and

WHEREAS, the city has debt service obligations to fund, as well as an obligation to continue enhancement, improvement, and repair to the City's wastewater collection system that will require increased debt service obligations; and

WHEREAS, such increased expenses and commitments must be offset by wastewater rate increases:

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Baldwin City, Kansas, that:

Section 1. Section 15-338(a)(4)(B) of the Code of the City of Baldwin City, Kansas shall be amended to read as follows:

For any actual or estimated amount of water consumed each monthly billing period (or the average of the most recent six months of October, November, December, January, February, and March in the case of residential contributors, if such an average has been established), a unit charge as follows:

- i. Effective February 1, 2026 a monthly customer charge of \$16.00 per meter plus \$12.31 per meter for each 1,000 gallons of water used per water meter.
- ii. Effective February 1<sup>st</sup> of each year thereafter, all sewer rates shall be adjusted in accordance with the annual Municipal Cost Index (MCI).

Section 2. Relevant portions of the City Code in conflict with the provisions of this ordinance are hereby repealed to the extent necessary to resolve such conflict.

APPROVED AND ADOPTED by the Governing Body of the City of Baldwin City, Kansas this 17th day of February, 2026.

APPROVED:

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Gerald Cullumber, Mayor

ATTEST:

---

Amara Packard, City Clerk

APPROVED AS TO FROM:

---

Jessica Wortham, City Attorney

**Baldwin City, Kansas**  
**Utility Rate Analysis - 18 Waste Water Fund**  
**as of 12/18/2025**

	2024	2025	2026	2027
Beg Cash	197,265.00	267,739.43	59,659.96	76,040.60
Net Surplus (Deficit) capital	70,474.43	(208,079.47)	16,380.64	93,928.34
End Cash	267,739.43	59,659.96	76,040.60	169,968.94
			<b>8.15%</b>	<b>7.90%</b>

**Consumption Rate Increase - %**

	2024 ACTUAL	2025 Forecast	2026 Estimate	2027 Estimates
<b>1-Revenue</b>				
03 Use of Money and Property	54,013.84		35,000.00	35,000.00
97 Other Revenues	87.67		0.00	0.00
04 Charges for Service	1,336,050.22	1,376,926.12	1,488,932.98	1,598,907.83
99 Transfer In	0.00		0.00	0.00
<b>1-Revenue Total</b>	<b>1,390,151.73</b>	<b>1,376,926.12</b>	<b>1,523,932.98</b>	<b>1,633,907.83</b>
<b>2-Expenses</b>				
01 Personnel Services	-543,020.22	-647,904.42	-649,946.46	-682,373.62
02 Contractual Services	-271,228.87	-237,359.37	-277,200.00	-277,200.00
03 Commodities	-57,428.20	-76,018.41	-72,300.00	-72,300.00
04 Capital Outlay	-62,756.15	-150,349.12	-48,625.00	-48,625.00
99 Transfer Out	-66,450.10	-150,143.27	-141,924.87	-141,924.87
05 Debt	-318,793.76	-323,231.00	-317,556.00	-317,556.00
<b>2-Expenses Total</b>	<b>-1,319,677.30</b>	<b>-1,585,005.59</b>	<b>-1,507,552.33</b>	<b>-1,539,979.49</b>
<b>Net Surplus (Deficit)</b>	<b>70,474.43</b>	<b>-208,079.47</b>	<b>16,380.64</b>	<b>93,928.34</b>