

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  
March 3rd, 2026  
7:00 PM



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

**B. Approval of Agenda**

**C. Consent Agenda**

1. Minutes 2.17.2026
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**

Lumberyard Arts Center - Jeannette Blackmar

**F. Old Business**

1. Ordinance 1531 - Gas Franchise

**G. New Business**

1. Kansas State Bank Account
2. KMEA Director-2

**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 17, 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; City Attorney-Jessica Wortham; Shiloh Afonja-Deputy City Clerk; and Chief Patrick-Police Chief.

**B. Approval of Agenda**

Peter Wentz 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**

Julie Constantinescu 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 2.03.2026
2. Scheduled Claims List

**D. Public Comment**

Tina Rakes - Baldwin City - Wanted to thank the mayor for his report from the library during the last meeting. Tina also asked the council to reconsider the half price building permits. She felt that could possibly make a difference on if the city needed to raise utility rates or not.

**E. Special Reports or Presentations**

**F. Old Business**

**G. New Business**

1. Ordinance 1531 - Gas Franchise

The gas franchise agreement is up for renewal, it is approved every 20 years. To keep it in line with other utilities, the ordinance states a 6% franchise fee, up from the previous 3%. Those funds go to the general fund.

Cory Venable and Jay King are concerned for that type of increase to the gas company when it will likely be passed directly through to the customer.

The past year the city received approximately \$45,000.00 from the gas franchise fee. This ordinance will be tabled until the next meeting.

Tina Rakes asked for clarification on this ordinance.

## 2. Ordinance 1532 - Electric Rates

There are two different electric user types. Demand customers and non-demand customers.

There are two options to choose from. Option one figures up the debt from the one year. Option two spreads it out over three years. Your debts will go up and down as you pay something off, or add more debt. With the three year average you won't have the ups and downs, you spread it out over 3 years. Overall, both figure out to be the 2.43% increase. Council discussed their concerns of raising the rates, and the overall health of the utility and reserve fund.

Scott Lauridsen proposed another possibility. He suggested leaving the rate the same for residential, and going with the three year average for the debt fee increase.

Cory Venable said he likes Scott's alternative.

The council would like to circle back to electric rates after the other rates have been discussed.

## 3. Ordinance 1533 - Trash Rates

The contract that was signed with Green Environmental started on February 1st 2024 and runs through January 31st of 2031. According to the contract, they can raise the rates per the consumer price index each year. Trash would increase by 7.86% and recycling would increase by 5.28%. Council discussed the current contract and said that we need to start looking at how to entice other trash companies to bid when this contract is up for renewal.

Jerry Smith-Baldwin City-says that the gas franchise fee and trash rates are not a topic of discussion because they are going to go up because of the costs associated with them. He reminded the council that they are working for the citizens and they need to make their decisions based on that.

Cory Venable moved and Peter Wentz seconded to approve Ordinance 1533. Motion passes 5-0.

Julie Constantinescu-yes, Scott Lauridsen-yes, Cory Venable-yes, Peter Wentz-yes and Jay King-yes.

## 4. Ordinance 1534 - Water Rates

This new water rate would increase by 4.5%. The increase received from Lawrence was 9% for 2026.

Scott Lauridsen reminded the council that they need to be thinking about the replacement project for the water line from Lawrence and where the funds will come from. He suggests keeping it on the agenda to keep discussing the process and funding for this project. There needs to be a design study to give a better idea on cost and process.

The council is looking at all options for the water line project. Currently the water line from Lawrence is Baldwin's only means of water. Other water sources are being looked into.

Jay King said in a perfect world we would have two sources of water, but knows that the city cannot afford that.

Jerry Smith-Baldwin City-says that someone should try to make a connection with Johnson County on an additional source of water.

Peter Wentz moved and Julie Constantinescu seconded to approve the increase of water rates as

shown in ordinance 1534. Motion passes 4-1.

Jay King-no, Peter Wentz-yes, Cory Venable-yes, Scott Lauridsen-yes, and Julie Constantinescu-yes.

5. Ordinance 1535 - Sewer Rates

The City's financial advisor has projected an increase of 8.15% needed in the sewer fund.

The sewer department got fully staffed in 2025, along with some preventative maintenance on some sewer lines in town causing that utility to fall behind.

Jay King said that other departments are understaffed as well, and would like to eventually see all departments fully staffed.

Scott Lauridsen moved and Peter Wentz seconded to pass ordinance 1535 as presented. Motion passes 4-1.

Julie Constantinescu-yes, Scott Lauridsen-yes, Cory Venable-yes, Peter Wentz-yes, and Jay King-no.

2. Council went back to Item 2 under New Business to discuss electric rates. Cory Venable asked how everyone felt about Scott's proposal on leaving the residential rates the same and adjusting the debt fee to support the debt for the electric utility. The demand customers would still require an increase so the residential customers don't carry it all since the demand customers do not have a debt fee. The demand customers would increase by 1%.

Tina Rakes-Baldwin City-asked for help in understanding where the city receives electricity from. Can those suppliers raise our rates? Do we buy from the open market? Is the council looking at any renewable energy options?

The city has a large portfolio from where it receives electricity. The city buys 25% from the open market.

The federal government got rid of all their subsidies.

The city did approve the Pratt Solar Project right before Jay King took office.

Glenn Rodden-605 Heritage Dr.-let the council know that the tax credits from the federal government are still available, the industrial tax credits are still out there. The project has to be started by the middle of 2026 or end it at the end of 2027. Reminded the city that they still have a one megawatt renewable project that is coming up for purchase.

Julie Constantinescu said that the megawatt solar that is out at Public Works has had a lot of problems, right now they are having to replace all the inverters. With that being said, in her committee meeting, she didn't know that they would be too interested in purchasing it.

Scott Lauridsen moved and Cory Venable seconded to pass ordinance 1532 with the following amendments: residential rates would be .1411 per kilowatt hour; commercial, heavy commercial, industrial, public schools, and university rates per kilowatt hour and demand would increase by 1%. The residential rate, city, church, clubhouse, sorority and fraternity rates would match the residential rate at .1411 per kilowatt hour. Motion passes 4-1.

Julie Constantinescu-yes, Scott Lauridsen-yes, Cory Venable-yes, Peter Wentz-yes, and Jay King-no.

## H. Committee Reports

1. Budget and Finance - Scott Lauridsen/Peter Wentz

- Discussed rates, reserves

- Discussed feedback from utility rate forum
- Talked about different ways to help lower income citizens

Next meeting 2/20/2026 at 9:00am, second floor of City Hall

2. Community Development - Cory Venable/Peter Wentz

- The next meeting will be at the community center, in the executive room at 3:00. A couple of ABC officers will be there to answer questions from the committee and business owners on the common consumption that has been approved for Baldwin City.

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 2/19/2026 at 4:00pm, second floor of City Hall

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

- **New Substation:**

- HVAC units have been installed and switchgear have been delivered. Mid States has been setting the switchgear and completing the wiring inside the building.
- Chase has been working with the fiber company to coordinate the installation of the fiber needed for controls and monitoring at the substation.
- Pat's crew continues to make progress on setting poles and starting to move services to the new poles.

- **Newton substation:**

- The repair in December to the tap changer control appears to have fixed the issue and the cold weather in January did not cause any issues.

- **Solar:**

- Continue to have a few roof top applications submitted.
- Expecting Evergy crews to start replacing inverters soon.

- **Winter storm:**

- January 23rd the Conservative Operations Advisory issued a heightened grid awareness. This was one step below the requirement for all available generation to be online. Several municipalities were called on during that few days to generate, however, Baldwin was not. There seems to be as much grid instability in extreme cold conditions, as the extreme heat during the summer.

- **Evergy meter location:**

- March 3rd and 10th have been set aside as tentative dates for Evergy to relocate their meter from the Newton substation to the corner of 6th and Orange. The power plant will be generating power during that time, approximately 12 hours.
- Snow removal on January 24-25 went well. Extreme cold temps are challenging as salt mix doesn't work well when temps are below 15 degrees.
- There was discussion regarding selling the street sweeper.
- Chip seal list for summer 2026 should be completed soon. Final list will be sent out for bids and recommendation will be brought to the council for approval.
- Jackson Pool has not finished the repairs yet on the pool.
- PW crew removed the dumped items from Blackjack Park and burned a large brush pile as well.
- Discussed personal storage shed at the Community Garden.
- Installed 8 new water services on Eisenhower and Washington St.

- North Lawrence Meter has stopped transmitting data. Contacted Sensus and they will be out to determine the cause.
- Completed interviews for an open maintenance tech position.

Next meeting 3/12/2026 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

- Still moving forward on grant applications.
- Brought in a gentleman from the professional disc golf association who had suggestions on how to make the course more attractive.

Jay King praised the Lake Committee on their hard work.

Next meeting 3/3/2026 at 6:00pm, Executive Room at the Community Center

#### **I. City Administrator and Staff Comments**

Russ Harding gave an update on the water line project. The grants haven't come out just yet, but they are hoping to get the applications in so hopefully cover part of the design process.

City Attorney Jessica Wortham urged the council to reach out their representatives regarding House Bill 2558 which is currently in committee which would help municipalities with their water infrastructure by increasing those grants beginning in 2027.

#### **J. Council & Mayor Comments**

Scott Lauridsen asked Jay King on his no votes, if it was because the increases were too high, or too low. Jay stated they were too high.

Mayor Cullumber said the city was back on the Mayors Association for the State of Kansas, and will receive training. There is training for the council members if they have interest in attending. The city will cover the expense of the training.

#### **K. Executive Session**

#### **L. Adjourn**

Julie Constantinescu moved and Cory Venable seconded to adjourn the regular meeting. Motion passes 5-0. Time: 9:30 p.m.

Attest:

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Amara M. Packard  
City Clerk

CLAIMS BY VENDOR

3/03/2026 THRU 3/03/2026

INVOICE NUMBER	VENDOR NAME		AMOUNT	PAYMENT		
	REFERENCE	GL ACCOUNT #		AMOUNT	CHECK #	CHECK DATE
11QY-14H3-RYTK	AMAZON CAPITAL SERVICES GRINDER WHEELS	01.02.3800	23.89			
					23.89	41482509 3/03/26
16M3-RKKC-MWWH	TRIMMER STRING HEADS	03.01.2530	67.96			
	PAPER TOWELS	03.01.3110	22.86			
	DECK MOUNT BUSHINGS FOR MOWER	03.01.2530	29.97			
					120.79	41482509 3/03/26
17DK-FFXW-C3JL	CARDSTOCK	01.02.3110	12.99			
					12.99	41482509 3/03/26
1G67-7944-HTT7	LARGE PAPER PLATES	01.01.3110	46.16			
	BROOM & DUSTPAN SET	01.01.3680	26.99			
	2 COMPRESSED AIR DUSTERS	01.01.3680	73.70			
	PAPER TOWELS	01.01.3110	42.99			
					189.84	41482509 3/03/26
1NFG-XNKY-34YQ	SOAP REFILL	01.02.3110	18.95			
	GREEN TEA K-CUPS	01.02.3110	20.77			
	PRINTER INK CARTRIDGES	01.02.3110	53.98			
					93.70	41482509 3/03/26
1QVD-RPQV-FLGV	FUEL SYSTEM CLEANER	01.02.3530	119.80			
					119.80	41482509 3/03/26
58449	AMERICAN EQUIPMENT BRUSH DISCS FOR PLOWS	01.02.3330	60.41			
					60.41	69065 3/03/26
6621308-02	ANIXTER INC TRANSFORMERS	11.25.4231	8,705.37			
					8,705.37	69066 3/03/26
ACCT#3261_JAN2026	ARROWHEAD - 3261 18LB PINCH POINT BAR	11.25.3355	57.89			
					57.89	69068 3/03/26
BT3496849	BAKER TILLY ADVISORY GROU RETAINER FOR FEB 2026	01.01.2850	700.00			
	RETAINER FOR FEB 2026	11.26.2850	2,800.00			
	RETAINER FOR FEB 2026	12.11.2850	2,800.00			
	RETAINER FOR FEB 2026	18.21.2850	700.00			
					7,000.00	69072 3/03/26
2026 MGMT FEES	BALDWIN CITY RECREATION 2026 COMM CENTER MGMT FEE	27.01.2999	30,000.00			
	2026 POOL MGMT FEE	01.06.2999	48,000.00			
	2026 SULLIVAN SQUARE MGMT FEE	01.03.2999	7,500.00			
					85,500.00	69073 3/03/26
FOCS257936	BOB ALLEN FORD-OTTAWA 550 HEATER REPAIR	03.01.2540	336.72			
	550 HEATER REPAIR	01.02.2540	336.72			
	550 HEATER REPAIR	01.03.2540	336.72			
	550 HEATER REPAIR	03.01.2540	336.72			
	550 HEATER REPAIR	12.12.2540	336.72			
	550 HEATER REPAIR	18.22.2540	336.74			
					2,020.34	69075 3/03/26
FOCS257998	UNIT 62-REPLACE CLAMP FOR	01.05.2540	139.60			
					139.60	69075 3/03/26
DEC 2025-FEB 2026	COMPANION ANIMAL HOSPITAL DEC-FEB 2026 SVC CONTRACT	01.05.3891	1,200.00			
					1,200.00	69076 3/03/26
	DOWNING, SHAYE					

CLAIMS BY VENDOR

3/03/2026 THRU 3/03/2026

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		
	REFERENCE				AMOUNT	CHECK #	CHECK DATE
995	DOWNING, SHAYE						
	CITY ATTORNEY JAN 2026		01.01.2851	1,193.36			
	CITY ATTORNEY JAN 2026		01.07.2851	1,365.00			
					2,558.36	69077	3/03/26
4181	FLORY BOOKKEEPING SERVICE						
	FEB 2026 PAYROLL & A/P SERVICE		01.01.2850	1,260.00			
	FEB 2026 PAYROLL & A/P SERVICE		11.26.2850	1,470.00			
	FEB 2026 PAYROLL & A/P SERVICE		12.11.2850	1,470.00			
					4,200.00	69078	3/03/26
IFNF21760	FNF PETROLEUM						
	E-10 UNLEADED FUEL		01.02.3530	1,246.15			
	E-10 UNLEADED FUEL		01.03.3530	317.83			
	E-10 UNLEADED FUEL		12.12.3530	1,881.81			
	E-10 UNLEADED FUEL		03.01.3530	91.26			
	E-10 UNLEADED FUEL		11.25.3530	2,020.27			
	E-10 UNLEADED FUEL		11.24.3530	394.93			
	E-10 UNLEADED FUEL		18.22.3530	1,035.31			
	E-10 UNLEADED FUEL		01.35.3530	413.81			
	E-10 UNLEADED FUEL		01.04.3530	575.87			
	E-10 UNLEADED FUEL		01.05.3530	3,823.39			
					11,800.63	69079	3/03/26
CMB FEE REFUND	GAMBINO'S PIZZA						
	REIMBURSAL OF CMB FEE		01.01.7999	100.00			
					100.00	69080	3/03/26
77234326	GOVCONNECTION, INC						
	GOV LEVEL EMAIL FOR COURT		01.07.4010	241.46			
	2 GOV LEVEL EMAILS FOR PD		01.05.4010	482.92			
					724.38	69081	3/03/26
108996	GRASS PAD, INC.						
	TRIMEC/BARRICADE		03.01.2610	1,155.05			
					1,155.05	69082	3/03/26
108998	MOLE/WORM KILLER						
			03.01.2610	43.90			
					43.90	69082	3/03/26
INV1077183	GT DISTRIBUTORS, INC.						
	MAG PUL PMAG 30 AR/MR FEN M3		01.05.2536	51.21			
					51.21	69083	3/03/26
20759	KMU						
	2026_Q1_APPRNT PRG J GEIST		11.25.2140	300.00			
					300.00	69084	3/03/26
20771	2026_Q1_APPRNT PRG B DOOLITTLE						
			11.25.2140	300.00			
					300.00	69084	3/03/26
55026946	LINDE GAS-0365: EXEMPT						
	WELDING SUPPLIES		01.02.3320	132.20			
					132.20	69085	3/03/26
2026_SRV AGREEMENT	MICRO-COMM INC						
	2026 SERVICE AGREEMENT PLAN		18.22.2999	3,562.50			
	2026 SERVICE AGREEMENT PLAN		12.11.2999	3,562.50			
					7,125.00	69086	3/03/26
36089	MID-CONTINENT SALES						
	NOZZLE		11.24.2530	808.77			
					808.77	69087	3/03/26
2601812-IN	MID-STATES ORGANIZED CRIM						
	MEMBERSHIP MOCIC 2026		01.05.2720	150.00			
					150.00	69088	3/03/26

**CLAIMS BY VENDOR**

**3/03/2026 THRU 3/03/2026**

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE				AMOUNT			
2026-02-169	MIDWEST TRAINING & CONSLT TRAINING		11.24.2999	5,400.00			5,400.00	69089 3/03/26
1399848	NAFECO UNIFORM HAT/CAP		01.05.3610	101.77			101.77	69090 3/03/26
8890069	ONE CHOICE HEATING & A/C 609 HIGH STREET		01.01.2520	150.00			150.00	69091 3/03/26
BB91030975A	PROFORMA 1,000 A/P ENVELOPES		01.01.3110	263.53			263.53	69093 3/03/26
20305	REDAX BI-MONTHLY SHREDDING		01.02.2850	29.00			29.00	69094 3/03/26
INV-001312	TG TECHNICAL SERVICES GAS MONITOR CALIBRATION, BATTE		01.04.2209	787.00			787.00	69095 3/03/26
00004A855R076	UNITED PARCEL SERVICE INV ADJ FOR SHIPN RUBBER GOODS		11.25.2150	3.23			3.23	41482518 3/03/26
STMT JAN 2026	VANDERBILT'S #10 EMPLOYEE BOOTS		11.24.3610	546.72				
	EMPLOYEE BOOTS		01.35.3610	179.99				
	EMPLOYEE BOOTS		18.22.3610	874.89				
	EMPLOYEE BOOTS		01.02.3610	972.91				
	WORTHAM, JESSICA						2,574.51	69096 3/03/26
4	CITY ATTORNEY 2/4/26-2/24/26		01.01.2851	1,900.00				
	CITY ATTORNEY 2/4/26-2/24/26		01.05.2851	650.00				
	CITY ATTORNEY 2/4/26-2/24/26		01.07.2851	900.00				
	CITY ATTORNEY 2/4/26-2/24/26		01.35.2851	250.00				
							3,700.00	69097 3/03/26
							=====	
	REPORT TOTAL						147,703.16	

## 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



## CERTIFICATE – DIRECTOR-2

### KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of \_\_\_\_\_, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_; and

Name:	_____	Title:	_____
Address:	_____		
City:	_____	State:	_____
		Zip Code:	_____
Office Phone:	_____	Cell Phone:	_____
		Fax:	_____
Email Address:	_____		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term ending on April 30, 2028.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_, Kansas