

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 17th, 2026
7:00 PM



A. Call to Order-Mayor Gerald Cullumber

B. Approval of Agenda

C. Consent Agenda

1. Minutes 3.03.2026
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

Introduction of New Officer-Adonis Rideaux
Sgt. Ace Butrum
Lt. Brad Owen
New Employee Pat Toth

F. Old Business

1. Ordinance 1531 - Gas Franchise

G. New Business

1. Lease renewal-Bullpen

H. Council Committee Reports

1. Budget and Finance - Scott Lauridsen/Peter Wentz

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**TUESDAY
March 17th, 2026
7:00 PM**



-
2. Community Development - Cory Venable/Peter Wentz
 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, March 3, 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; Lynn Meador-Communications; and Lt. Owen-Police Department.

B. Approval of Agenda

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

C. Consent Agenda

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

1. Minutes 2.17.2026
2. Scheduled Claims List

D. Public Comment

E. Special Reports or Presentations

Lumberyard Arts Center - Jeanette Blackmar

Jeanette thanked Councilwoman Julie Constantinescu for her, and the city administration's help in getting the Quilt Capital of Kansas signs installed on the highway.

Jeanette along with the Quilt Capital programming team gave an update on the social and economic impact in their textile arts programming that is a partnership between the Lumberyard Arts Center and Quilters Paradise.

Sharon Vesecky, Ruthie Rodden, Angie Spielman, Liz Granberg-Jerome, Janet Anderson-Story, each gave their history with the team and what they have participated in and the classes they teach.

F. Old Business

1. Ordinance 1531 - Gas Franchise

Scott Lauridsen gave an overview of the things they discussed in committee regarding the gas franchise fee. The franchise fee covers the right to operate and use public right of ways and is paid by the customer not the utility. Scott stressed the importance of having money in the general fund for unexpected expenses that come up, especially in regards to Public Safety. We are currently at 3% which brought in approximately 1 mil or \$57,000.00 last year.

Russ Harding reiterated what Scott said about the importance of funding the general fund which essentially funds the emergency services.

City Attorney Jessica gave the council an overview of some of the bills that are under review at the House. House Bill 2745 did pass the house and is now at the senate, which would put a 3% cap on property tax. There is another bill 2745 that could change how our bond rating is figured going forward. House bill 244, the restroom act will require possible changes with signage.

Council discussed the pros and cons of raising the franchise fee 3% to the gas company. Cory Venable suggested raising the gas franchise to 6% then lowering one of the franchise fees on a city utility that same amount. After a long discussion, the council decided to table this discussion until the next meeting.

G. New Business

1. Kansas State Bank

The city has an account at Kansas State Bank that has been open for many years, with signers on the account that have not been a part of the city for many years. The city would like to remove the current signers, and add new check signers.

Cory Venable moved and Julie Constantinescu seconded to remove the current signers; James Craig, Mark Eldridge, and Victor Eugene Nelson on checking account #134147 at Kansas State Bank, in the name of City of Baldwin City PBC, and add new check signers Russell Harding and Amara Packard. Motion carried with a vote of 5 yes and 0 no.

2. KMEA Director-2

There are currently three individuals who represent Baldwin City in director positions. Russ Harding, Jeff Winkler, and Jay King. Russ will need to be reappointed to continue in that position.

Julie Constantinescu moved, and Jay King seconded to re-appoint Russ Harding as the KMEA Director-2. Motion carried with a vote of 5 yes and 0 no.

H. Committee Reports

1. Budget and Finance - Scott Lauridsen/Peter Wentz

- Baker Tilly went over January financials
- Discussed waterline project
- Utility cost relief
- ECKAN
- Refreshing website to show some resources
- Lease for the Bullpen
- Old public works building

Next meeting 3/05/2026 at 9:00am, second floor of City Hall

2. Community Development - Cory Venable/Peter Wentz

- State ABC agents came to discuss common consumption areas and answered questions. Jay King clarified for residents that this is specifically for approved special events. It is not every day.

Next meeting will be 3/23/2026 at 4:00pm, second floor of City Hall

3. Public Safety - Jay King/Cory Venable

Next meeting will be 3/26/2026 at 9:00am, second floor of City Hall

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

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

- Going after a county level grant, state level grant, and a federal grant.
- Discussed the trails
- New member is helping revamp the disc golf course

Next meeting 4/7/2026 at 6:00pm, Executive Room at the Community Center

Peter Wentz offered to help with the hole mapping for the disc golf course as he has done that for others before, if they are interested.

I. City Administrator and Staff Comments

Russ Harding gave an update on the water line grants. Nothing has been released yet, but hoped timelines are released in the next week or so.

Jessica let the council know that there is lots of testimony going on in Topeka, and they will start to vote on the bills soon. The next step would be for them to go before the governor to see if she signs them. She will update the council as there is more information.

J. Council & Mayor Comments

Jay King stated that from the earlier committee report regarding trying to find help for low-income residents, that the blue-collar workers are also struggling without much assistance. He asked if we could look into helping the blue-collar workers struggling as well.

Mayor Cullumber said that they have updated the city website, and put the committees under the councilmember's pictures. He said that they have started to purge some outdated warrants.

Mayor Cullumber wished Cory Venable a happy birthday!

K. Executive Session

L. Adjourn

Julie Constantinescu moved and Cory Venable seconded to adjourn the regular meeting. Motion passes 5-0. Time: 8:52 p.m.

Attest:

Amara M. Packard
City Clerk

3/17/2026 THRU 3/17/2026

INVOICE NUMBER	VENDOR NAME		AMOUNT	PAYMENT		
	REFERENCE	GL ACCOUNT #		AMOUNT	CHECK #	CHECK DATE
	AMAZON CAPITAL SERVICES					
13T3-NYNX-LJGK	959 BOOTS	01.05.3610	100.00			
	FAN FOR MCGRUFF	01.05.4810	13.71			
	CUFF CASE	01.05.4810	15.19			
	LG BINDER CLIPS	01.05.3110	16.14			
	KLEENEX	01.05.3110	35.96			
	FILTER FOR FRIDGE	01.05.7999	25.88			
	960-PHONE CASE	01.05.7999	41.20			
	PRINTER PAPER	01.05.3110	41.78			
	WINTER PANTS	01.05.3610	44.99			
	NO SMOKING SIGNS	01.05.3110	6.29			
	FILTER WATER FOUNTAIN	01.05.7999	75.59			
	HANDCUFF KEYS	01.05.4810	121.65			
	960-SCREEN PROTECTOR	01.05.7999	8.99			
	950-CAR CHARGER	01.05.7999	9.98			
				557.35	41482548	3/17/26
14R4-LYDR-VPJM	WIRE CONNECTORS	18.22.2520	16.99			
	SHOP LIGHT	18.22.2520	225.50			
	RECEPTACLE OUTLET WALL PLATES	18.22.2520	24.49			
	ELECTRICAL BOXES	18.22.2520	30.86			
	CABLE CUTTER	18.22.2520	32.99			
	CABLE CONNECTORS	18.22.2520	53.99			
				384.82	41482548	3/17/26
19QF-3JHK-C3P9	DRAIN CLEANER	18.22.2520	36.99			
	LIGHT BULBS	18.22.2520	111.98			
				148.97	41482548	3/17/26
1F1W-3GFV-DMKN	RECHARGEABLE SPOTLIGHT	01.04.3800	41.39			
				41.39	41482548	3/17/26
1FLK-7P1F-C9W9	SCRUBBING BUBBLES CLEANER	01.01.3680	37.00			
				37.00	41482548	3/17/26
1KCF-FV6P-LJHV	CARPET CLEANING SOLUTION	01.01.3680	21.98			
				21.98	41482548	3/17/26
1PVH-3HN7-DJDN	15 GALLON TRASHBAGS	01.01.3680	39.89			
				39.89	41482548	3/17/26
1TQK-9FPX-7WNG	VALVE STEMS	01.02.2530	18.98			
	PAPER TOWELS	01.02.3110	39.97			
	CORRECTION TAPE	01.02.3110	8.99			
				67.94	41482548	3/17/26
1V49-Q6V6-GQX3	40 COUNT TOILET WAND REFILLS	01.01.3680	23.20			
	2 TOILET WAND CADDYS	01.01.3680	47.94			
	DUAL MONITOR DESK MOUNT	01.01.3110	34.99			
	LYSOL TOILET BOWL CLEANER	01.01.3680	4.97			
	LYSOL TOILET BOWL GEL	01.01.3680	5.42			
				116.52	41482548	3/17/26
1V4G-CCLF-C3F9	WHEEL CENTER CAP REPLACEMENT	01.04.3800	56.05			
	4 PACK EMT LAPEL PINS	01.04.2450	39.80			
				95.85	41482548	3/17/26
1WW4-KM6N-9FFF	6 PACK DIAL HAND SOAP	01.01.3110	14.81			
	2 PACK SWIFFER MOP REFILLS	01.01.3680	16.38			
				31.19	41482548	3/17/26
6569257 01	ANIXTER INC TRANSFORMER	11.25.4231	25,775.56			
				25,775.56		

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME	GL ACCOUNT #	AMOUNT	PAYMENT	
	REFERENCE			AMOUNT	CHECK # CHECK DATE
6694711-00	ANIXTER INC FUSE LINKS	11.25.4131		228.06	
					228.06
6694711-01	CLAMPS	11.25.4131		806.53	
					806.53
6694711-02	SLEEVES	11.25.4131		1,569.92	
					1,569.92
ACCT#146_FEB2026	ARROWHEAD - 146 CONNECTOR/BRASS CAP	03.01.2610		13.28	
	BUNGEYS/RATCHET STRAPS	03.01.7999		45.48	
	FINANCE CHARGE	03.01.7999		1.00	
					59.76
3850_FEB2026	ARROWHEAD - 3850 LOCK DE-ICER	01.05.7999		3.49	
					3.49
ACCT#6423_FEB2026	ARROWHEAD - 6423 FINANCE CHARGE	11.24.7999		1.00	
					1.00
ACCT #6822 FEB 2026	ARROWHEAD - 6822 GROUND SWITCH, FACE PLATE	01.04.3800		7.57	
					7.57
ACCT#6871_FEB2026	ARROWHEAD - 6871 BRASS TWIST NOZZLE	18.22.3355		11.99	
	RATCHET/DRIVE SOCKET	18.22.3355		80.97	
	BUSHING	18.23.2530		3.69	
	RAIN GUAGE	18.22.2520		19.99	
	FASTENERS/AIR SPRAY/PAVERS	18.22.2520		49.97	
	FASTENERS	18.22.2520		44.99	
	KNIFE/AVIATION SNIPS	18.22.3800		68.98	
	FINANCE CHARGES	18.21.7999		9.10	
					289.68
ACCT#6907_FEB2026	ARROWHEAD - 6907 FASTENERS	01.02.2540		2.60	
	FIRE ENGINE #2	01.04.2540		13.99	
	HAMMER HANDLE WEDGE	01.02.3800		3.39	
	6X9 BRAILLE WMN/HND SIGN	01.02.3800		14.99	
	10"X10' ALUM ROLL VALLEY	01.01.2520		24.99	
	FASTENERS	01.01.2520		25.98	
	SCREWS	01.02.2540		3.56	
	BLUE ZIR FLAP DISC	12.12.3800		21.98	
	GRASS SEED	12.12.3800		79.99	
	LED PENLIGHT	01.02.3800		24.99	
					216.46
ACCT #8 3/1/2026	BALDWIN CITY MARKET CLOROX WIPES, TOILET CLEANER	01.04.3680		15.97	
					15.97
MAY2026-MAY2027 DUES	BALDWIN GOLF ASSOCIATION MAY 2026 - MAY 2027 DUES	01.01.2720		250.00	
					250.00
1245131 PMT #7 OF 15	BALDWIN STATE BANK ROSENBAUER COMDR PMT #7 OF 15	09.01.6170		23,501.26	
	ROSENBAUER COMDR PMT #7 OF 15	09.01.6160		55,842.35	
					79,343.61

3/17/2026 THRU 3/17/2026

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE				AMOUNT			
	BALDWIN STATE BANK							
2340489	PMT #8 OF 10	DIGGERTRK LEASE PMT #8 OF 10	11.26.6170		1,430.74			
		DIGGERTRK LEASE PMT #8 OF 10	11.26.6160		24,762.51			
							26,193.25	
2340589	PMT #7 OF 10	2019 FORD F550 PMT #7 OF 10	11.26.6170		974.36			
		2019 FORD F550 PMT #7 OF 10	11.26.6160		6,090.08			
							7,064.44	
	BG CONSULTANTS INC							
24-1147L#11		US-56 SIDEWALK KDOT COST SHARE	29.01.2999		19,812.00			
							19,812.00	
26-1084#2026-01		2026 CHIP SEAL BID DOCUMENTS	01.02.2850		812.50			
							812.50	
	BOB ALLEN FORD-OTTAWA							
17334FOR		UNIT 52-INDICAT	01.05.2540		12.28			
							12.28	
	CINTAS CORP *NON-ELECTRC*							
STM_FEB2026_12345043		FEB 2026 UNIFORMS	01.02.3610		265.20			
		FEB 2026 MATS/TOWELS	01.02.2999		154.56			
							419.76	
	CINTAS CORP - MATS							
4259167601/426062989		MAT SERVICE	01.05.2209		59.30			
							59.30	41482560 3/17/26
CITY HALL FEB 2026		MAT SERVICE - CITY HALL	01.01.2999		91.26			
							91.26	41482546 3/17/26
	CITY ATTORNEYS ASSOC OF K							
6400		2026 CITY ATTRNY DUES	01.01.2720		35.00			
							35.00	
	CITY ELECTRIC SUPPLY							
LWR/004566		WIRE STRIPPER/SCREWDRIVER	11.25.3355		72.12			
							72.12	
LWR/004575		FD - FLAG POLE LIGHT	01.04.2520		220.82			
							220.82	
	CORE & MAIN - 084041 (EX)							
Y386945		COPPER SETTER/ANG BALL VALVE	12.12.3800		1,497.36			
							1,497.36	
Y460445		4X5 BLUE FLAG WITH SCREEN	12.12.3800		160.00			
							160.00	
Y520230		DR9 PE TUBE BLUE	12.12.3800		75.00			
		KEY CORP STOP CCXPJ	12.12.3800		994.08			
							1,069.08	
Y520287		BRS SAD	12.12.3800		617.82			
		METER PIT	12.12.3800		1,098.60			
							1,716.42	
Y520335		BRS SAD	12.12.3800		441.30			
							441.30	
Y578926		GREEN MARKING PAINT	12.12.3800		71.40			
		BLUE MARKING PAINT	12.12.3800		71.40			
							142.80	
Y599881		ANALOG PULSE KIT	12.12.3800		708.27			
							708.27	
	EAGLE TECHNOLOGIES							
724222		HARMONY EMAIL SOFTWARE	01.10.4010		1,547.84			
		HARMONY EMAIL SOFTWARE	03.01.4010		79.38			

3/17/2026 THRU 3/17/2026

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT	
	REFERENCE				AMOUNT	CHECK #
		EAGLE TECHNOLOGIES				
		HARMONY EMAIL SOFTWARE	11.26.4010	952.52		
		HARMONY EMAIL SOFTWARE	12.11.4010	595.32		
		HARMONY EMAIL SOFTWARE	18.21.4010	595.32		
		HARMONY EMAIL SOFTWARE	24.01.4010	198.44		
						3,968.82
		EVERGY - SOLAR				
SOLARPOWER_FEB2026	SOLAR POWER FEB 2026		11.27.2791	6,671.25		
						6,671.25
		FORM ONE, LLC				
163398	953 BUSINESS CARDS		01.05.2331	100.60		
						100.60
		GT DISTRIBUTORS, INC.				
INV1077850	LT BARS		01.05.3610	11.00		
						11.00
INV1078177	LIEUTENANT NAME BAR		01.05.3610	62.97		
						62.97
UNIV0092360	955/954/958/952 GREEN PANTS		01.05.3610	375.00		
						375.00
UNIV0092369	960-GREEN UNIFORM PANTS		01.05.3610	90.00		
						90.00
		LAWRENCE MEMORIAL HOSP				
184907	DRUG SCREEN, PHYSICAL		01.35.2200	110.00		
						110.00
		LEXIPOL				
INVLEX11266361	ANNUAL LE POLICY 2026		01.05.2721	7,699.92		
						7,699.92
		NAPA-ALL LOCAL LOCATIONS				
NAPA_FEB2026_PUB	OIL FILTER		11.25.3530	5.09		
	OIL/FILTERS		18.22.3530	123.81		
	CLEANING WIPES		01.02.3800	5.93		
	STARTER		11.25.2540	202.51		
	CORE DEPOSIT		11.25.2540	50.00-		
	BATTERIES		18.22.2540	40.20		
	RETURN/EXCHANGE PRICE ADJUST		18.22.2540	3.62-		
	CLEANING SUPPLIES		01.02.3800	26.03		
	REP PIPE/U-BOLT		03.01.2540	16.68		
	OIL/FILTER		03.01.3530	19.54		
	BATTERY/FUSES		01.04.3350	281.11		
	ANTI FREEZE		12.12.2530	49.66		
	CHUCK		01.02.2540	10.74		
						727.68
		NORRIS EQUIPMENT CO LLC				
86657	GROMMET		03.01.2530	3.20		
	TOOL BOX		03.01.2530	14.25		
	CUP HOLDER		03.01.2530	15.00		
						32.45
86710	REPAIRS/OIL/FILTER		03.01.2530	418.98		
						418.98
		O'REILLY AUTO PARTS				
STMT_FEB2026_PUB	OIL/FILTERS		01.02.3530	42.79		
	OIL/FILTERS		01.03.3530	42.79		
	OIL/FILTERS		03.01.3530	42.79		

3/17/2026 THRU 3/17/2026

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT	
	REFERENCE				AMOUNT	CHECK #
	O'REILLY AUTO PARTS					
		OIL/FILTERS	12.12.3530	42.79		
		OIL/FILTERS	01.04.3530	42.79		
		OIL/FILTERS	01.05.3530	42.79		
		WIPER BLADES	03.01.2540	64.77		
		BATTERY	01.05.3350	249.99		
		CREDIT/RS3797047	01.05.3350	249.99-		
		OIL FILTERS	01.02.3530	16.77		
		OIL FILTERS	18.22.3530	16.77		
		OIL FILTERS	11.25.3530	16.77		
		OIL FILTERS	01.03.3530	16.77		
		OIL/FILTERS	01.05.3530	29.99		
						418.58
	OTTAWA SANITATION SERVICE					
370092	FEB2026 BILLING:TRASH&RECYCLG		24.01.2491	38,145.33		
	FEB2026 BILLING:TRASH&RECYCLG		24.01.2492	4,606.16		
						42,751.49
370093	FEB2026 BILLING:TRASH&RECYCLG		01.01.2495	238.46		
	FEB2026 BILLING:TRASH&RECYCLG		01.02.2495	263.35		
	FEB2026 BILLING:TRASH&RECYCLG		01.03.2495	176.63		
	FEB2026 BILLING:TRASH&RECYCLG		01.04.2495	76.90		
	FEB2026 BILLING:TRASH&RECYCLG		01.05.2495	39.00		
	FEB2026 BILLING:TRASH&RECYCLG		01.06.2495	25.37		
	FEB2026 BILLING:TRASH&RECYCLG		03.01.2495	22.20		
	FEB2026 BILLING:TRASH&RECYCLG		11.24.2495	417.78		
	FEB2026 BILLING:TRASH&RECYCLG		18.22.2495	325.82		
						1,585.51
	POSTMASTER					
2026-0310	POSTAGE-PERMIT #15 (UB)		11.26.2150	750.00		
	POSTAGE-PERMIT #15 (UB)		12.11.2150	750.00		
						1,500.00
	PROTECTIVE EQUIPMENT TEST					
91018	RUBBER GOODS TESTING FEES		11.25.4006	2,326.35		
						2,326.35
	REEVES-WIEDEMAN COMPANY					
6726387	PVC FLANGE/FLEX COUPLING		18.23.2530	46.44		
						46.44
	ROYAL CLEANERS					
103-FEB 2026	FEB 2026 DRY CLEANING		01.05.3630	27.60		
						27.60
	TRANSUNION RISK & ALTERNA					
5225421-202602-1	FEB 2026 TLO		01.05.2850	35.50		
						35.50
	UMB-CARD SERVICES					
FEB 2026 AP0681	FLOWERS TO MISTY EIGHMY		01.01.3900	75.00		
	CCMFOA MEMBERSHIP		01.01.2720	50.00		
	CCMFOA SPRING CONFERENCE		01.01.2140	325.00		
	NOTARY STAMP		01.01.3110	96.95		
	4 SECURITY CAMERAS COMM CENTER		27.01.4011	399.96		
	KCJIS CONFERENCE		01.07.2140	164.00		
	MONTHLY ADOBE SOFTWARE		01.10.4010	29.99		
						1,140.90
FEB 2026 RH0699	RANDELL ELECTRIC FOR COMM CENT		27.01.2520	295.05		
						41482547
						3/17/26

3/17/2026 THRU 3/17/2026

INVOICE NUMBER	VENDOR NAME		AMOUNT	PAYMENT		
	REFERENCE	GL ACCOUNT #		AMOUNT	CHECK #	CHECK DATE
		UMB-CARD SERVICES				
		LJW NOTICE ON 2/20/26	01.01.2330	193.27		
		LJW NOTICE ON 2/20/26	01.01.2330	177.54		
		LJW NOTICE ON 2/20/26	01.01.2330	156.97		
		LJW NOTICE ON 2/20/26	01.01.2330	672.43		
		REFUND KMU DUES	01.01.2720	100.00-		
					1,395.26	41482547 3/17/26
FEB 2026 TB0459		STETHOSCOPE, PULSE OXIMETER	01.04.3800	141.72		
		3 PK MEGA-MOVER CHAIR	01.04.3800	56.49		
		STETHOSCOPE, CHESTPIECE, STEM	01.04.3800	198.06		
		FD INSTRUCTIONAL VIDEOS	01.04.2140	419.30		
		INSTRUCTOR MANUAL EBOOK	01.04.2140	48.70		
					864.27	41482547 3/17/26
UMB-FEB2026_SG0673		WATER TRUCK REPAIRS	18.22.2540	2,135.40		
		HBR FRT - DRN CLNER/PR WASHER	18.22.3355	409.96		
		KENWORTH - SPEED SENSOR	18.22.2540	370.86		
					2,916.22	
UMB_FEB2026_JW0574		AIR ANNUAL EMISSIONS FEES	11.24.7999	174.20		
		KMEA CONFERENCE REGISTRATION	11.24.2140	350.00		
		WALMART-SUPPLIES	11.24.2170	41.29		
		MENARDS-TUBING/ELBOW/EMERG LGT	11.24.2520	98.10		
		HOME DEPOT-BREAKER/AMP/BLANK	11.24.2520	226.67		
					890.26	
UMB_FEB2026_KJ0392		SPIRIT AIRLINES-FLIGHT	01.05.2160	350.66		
		SPILLMAN CONFERENCE	01.05.2140	1,200.00		
					1,550.66	41482547 3/17/26
UMB_FEB2026_KW0525		HOME DEPOT - SUPPLIES	01.01.2520	213.45		
					213.45	
UMB_FEB2026_MP9197		IACP MEMBERSHIP DUES	01.05.2720	220.00		
		KWIK SHOP-FUEL	01.05.3530	25.97		
		FBINAA - SPRING RETRAINER	01.05.2140	250.00		
					495.97	41482547 3/17/26
UMB_FEB2026_MR1483		KTA-TOLLS	01.05.2160	10.52		
		HOVER-DOMAIN RENEWAL	01.05.4010	19.19		
		NOTARY-952	01.05.2850	106.95		
		AMAZON-STOP SIGN	01.05.4810	159.95		
		KCJIS CONFERENCE REGISTRATION	01.05.2140	164.00		
		WALMART-KITCHEN SUPPLIES	01.05.3110	49.77		
		WALMART-SHELVES EVEDINCE ROOM	01.05.4110	1,099.90		
					1,610.28	41482547 3/17/26
UMB_FEB2026_RB0566		ARM UNLIMITED-BEAN BAGS	01.05.3760	343.75		
					343.75	41482547 3/17/26
UMB_FEB2026_RC9015		CITY HALL DOOR HANDLE	01.01.2520	188.31		
		MENARDS - TOOLS	12.12.3355	246.34		
					434.65	
UMB_FEB2026_SD1836		ADOBE MONTHLY FEE	01.02.3110	19.99		
					19.99	
UMB_FEB2026_SY0723		POSTAGE	01.35.2150	11.26		
		ICC MEMBERSHIP FEES	01.35.2720	115.00		
					126.26	
UMB_FEB2026_TZ6342		FED EX	01.05.2150	8.74		
					8.74	41482547 3/17/26
UMB_FEB2026_VS0731		QUICK TRIP-FUEL	01.05.3530	52.73		

CLAIMS BY VENDOR

3/17/2026 THRU 3/17/2026

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT	
	REFERENCE				AMOUNT	CHECK #
	UMB-CARD SERVICES					
	QUICK TRIP-MEAL		01.05.2170		5.77	
	LOS HORNOS-MEAL		01.05.2170		16.18	
	LOS HORNOS-MEAL		01.05.2170		16.18	
	CASEYS-MEAL		01.05.2170		14.34	
	GOLD KEY-MEAL		01.05.2170		1.63	
	CHIPOTLE-MEAL		01.05.2170		18.10	
	RAISING CANES-MEAL		01.05.2170		10.29	
	CASEYS-FUEL		01.05.3530		57.36	
						192.58 41482547 3/17/26
UMB_FEB2026_WB0707	QUALITY PUNCH INC - PATCHES		01.05.3610		195.00	
						195.00 41482547 3/17/26
	UNITED RENTALS, INC.					
258326655-001	FORKLIFT RENTAL		11.24.2630		1,791.89	
						1,791.89
						=====
	REPORT TOTAL					253,788.74
	PAID TOTAL					9,490.87
	SCHED TOTAL					244,297.87

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 set forth 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 8th 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. 129th 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:

Amara Packard, City Clerk

APPROVED AS TO FORM:

Jessica Wortham, City Attorney

Commercial Lease Agreement

THIS LEASE made this 17th Day of March 2026 between **The BC Bullpen LLC** (hereinafter referred to as “Tenant”) and **The City of Baldwin City** (hereinafter referred to as “Landlord”).

1. **Premises and Terms.**

Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, the following described premises, hereinafter referred to as “the premises” in the “811 8th St,” in the city of Baldwin, County of Douglas, State of Kansas to with:

Address: 811 8th ST. Baldwin City, KS 66006

The monthly base lease payment will be payable monthly on the FIRST DAY of each and every month of the term hereof, after the first month’s payment.

The lease is for a term of three (3) years, beginning on the 1st day of April, 2026 and ending on the 31st day of March, 2029. Landlord should give notice of the intent to renew one hundred and twenty days (120) in advance of the end of this term or any renewal term. Tenant shall give at least thirty (30) day written notice to non-renew the lease by certified mail to City Clerk. Failure to provide proper notice by either side shall cause a default month-to-month lease for a period of no more than ninety (90) days. Should no new lease be signed within the ninety (90) day period, Tenant shall be considered in default per provisions in section 17 of this lease agreement.

2. **Base Monthly Lease Payments.**

The Tenant shall pay monthly to the Landlord a total of \$1000 for the first year plus property taxes. The second year the Tenant shall pay \$1100 plus property taxes. The third year shall be \$1200 plus property taxes.

Payment is due at the first of the month, each month. Failure to pay in full by the fifth (5th) day of the month shall result in late fee being assessed starting on the sixth (6th) day of the month at \$25 per day and shall accumulate at \$25 for each day late. Failure to pay in full for both late fees and rent by the 15th of the month may result in automatic termination of the lease or subject Tenant to default provisions as listed in section 17 at the discretion of the landlord. Late fees and rent shall not be waived by Landlord.

3. **Property Tax & Insurance**

Tenant agrees to pay for property tax associated with said premise. Landlord agrees to pay insurance on existing shell of building. Any other insurance will be will be paid by the Tenant. All personal property shall be insured by the Tenant and Tenant is to maintain business liability insurance on the property and produce the liability insurance to the Landlord. Tenant is responsible for providing insurance for the outdoor patio space utilized by the Tenant. Proof of

insurance must be provided to the Landlord before April 1st of each year and failure to provide proof of insurance before April 1st of each year may result in the Tenant being in default per section 17 of this lease agreement at the discretion of the Landlord.

4. Landlord's Lien.

All rents, whether due or to become due, shall be a perpetual lien on any and all goods and merchandise, furniture and fixtures now contained in or which may at any time during the continuance of this lease be contained in the premises, except such goods as are sold in the usual course of retail trade.

5. Indemnity and Public Liability.

Landlord shall provide insurance for the building structure in itself and available for the Tenant to review upon request. Any other insurance such as liability insurance, personal property insurance, commercial insurance, flood insurance or any indemnity insurance needed by the Tenant shall be provided by the Tenant. Landlord shall not be responsible for any from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or persons, corporation, property, or chattels on or about the lease premises or to the property itself, resulting from any negligent act done or negligent omission by the other party, their agents, employees, invitees, and any and all loss, costs, liability or expense resulting there from; and at all times to maintain said premises in a safe and careful manner. The Tenant agrees to maintain at all times during the term of this lease, comprehensive public liability insurance in a responsible insurance company licensed to do business in the State of Kansas in which the premises are located properly protecting and indemnifying in an amount of not less than One Million Dollars (1,000,000) for injury or death and property damage arising out of any one occurrence. Tenant shall furnish the Landlord with a Certificate or Certificates of Insurance, a cover sheet, or other proof of insurance so maintained. Each further agrees to indemnify and hold the other harmless for Landlord's alleged violations of any ordinance, law, or statute enacted by City, state or federal government for the protection of the interests of any third parties, including but not limited to the Americans with Disabilities Act, OSHA regulations, zoning ordinances, and applicable environmental laws; in any way related to the conduct of Landlord' s business and use or ownership of the lease premise.

6. Signs.

Tenant may install exterior signs on the property so long as the signs comply with all city, state, and federal laws and are not considered obscene or offensive in nature. Before installing any new signs on the property, Tenant shall submit to the Landlord a photo or design of the sign for approval to install. Approval may be made by the City Administrator or City Council.

7. Acceptance, Maintenance, and Repair by Landlord.

Tenant has inspected and knows the condition of the premises and accepts the same in their present condition. Tenant shall take good care of the premises and equipment and fixtures therein and shall keep the same in good working order and condition, including fixtures and appliances, and shall keep the premises in reasonable condition, normal wear and tear is acceptable. Property shall be clear of clutter, trash, debris, and nuisances per the City Code. Tenant is responsible for cleaning and maintaining used outdoor patio space, sidewalk area, and any parking spaces/lots used by the Tenant of clutter, trash, debris, and nuisances. At the expiration of the term, provided the lease agreement is not renewed, Tenant shall surrender the premises, broom clean, equipment and fixtures in as good condition as the reasonable use thereof will permit. All damage or injury to the lease premises not caused by fire or other casualty as set forth herein, and in excess of reasonable wear and tear, shall be promptly repaired by the Tenant. Any Buildout requested by the Tenant must be approved by City Council in advance and costs associated with the Buildout shall be the responsibility of the Tenant including but not limited to labor, material, permits, and other associated costs. Repairs made must comply with City and State laws including pulling permits as required by law.

8. Tenant's Right of Entry.

Landlord or Landlord's agent may enter the premises during Tenant's regular business hours to examine the same and do anything Landlord may be required to do hereunder after written notice to the Tenant, except that in the event of an emergency which may cause immediate damage to the premises, Landlord may have immediate access to the lease premises. It is expressly agreed that Landlord shall have keys to the lease premises.

9. Damage by Casualty.

In case during the term created or extensions thereto, the premises hereby let or the building of which said premises are part, shall be destroyed or shall be so damaged by fire or other casualty, as to become un-Tenantable, then in such event, at the option of the Landlord, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction and the Tenant shall immediately surrender said premises and all interest therein to Landlord, and Tenant shall pay rent within said term only to the time of such surrender; provided, however, that Landlord shall exercise such option to so terminate this lease by notice in writing delivered to Tenant within ten (10) days after such damage or destruction. In case Landlord shall not so elect to terminate this lease then in such event, this lease shall continue in full force and effect, and the Tenant shall repair the leased premises with all reasonable diligence, placing the same in as good condition as they were at the time of the damage or destruction, and for that purpose may enter said premises and rent shall abate in proportion to the extent and duration of the un-Tenantability of the lease premises. Landlord may elect to choose the vendor making the repairs and Tenant must supply vendor information and plans regarding repairs as requested. In either event, Tenant shall remove all rubbish, debris, and other of their personal property within five (5) days after the request of the Landlord. If the lease premises shall be but slightly injured

by fire or the occupancy, then the Tenant shall repair the same with all reasonable diligence and in that case, the rent shall be abated at the discretion of the Landlord based on the costs and time to make minor repairs. Estimate and receipts regarding costs of minor repairs must be provided to the Landlord within 5 business days of receipt by Tenant and Tenant must receive written confirmation by Landlord of any rent abatement agreed upon. No compensation or claims shall be made by or allowed by the Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or lease premises, however the necessity may occur. Any an all repairs or structural changes must have permits and follow all laws of the city and State.

10. Personal Property.

Landlord shall not be liable for any loss or damage to any stored material or any personal property in or about the premises unless caused by the direct negligence or willful misconduct of the Tenant, the Landlord, their agents and employees. Tenant should consider purchasing their own insurance policy for this purpose.

11. Alterations.

All alterations shall require the prior written consent of the Tenant and shall be removed, at the option of the Landlord, within thirty (30) days after the termination of the tenancy. Failure to remove alterations within 30 days of the Landlord's request may result in the Landlord requesting reimbursement for costs associated with the Landlord removing the alteration including cost of labor, materials, permits, and any other reasonable costs and fees.

12. Public Requirements.

Both parties hereto shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the premises or the proposed use thereof, and save the other party harmless from expense or damage resulting from failure to do so. Landlord shall warrant that the lease premises comply with all laws, ordinances, and lawful orders relating to the storage of their materials as of the date of tenancy and shall save Landlord harmless from expense or damage resulting from failure to do so.

13. Illegal Activities

The Tenant, their Guests, and any other Occupant shall not engage in any illegal activities anywhere on the Property, including, but not limited to, the manufacture, sale, distribution, use, or possession of illegal substances, theft, and violent behavior. Tenant agrees to address any illegal activity on the property immediately and without notice from the Landlord up to and including refusing service to guests engaging in illegal activities and filing police reports as appropriate. Any violation of this clause may constitute a material breach of this Agreement and

grounds for immediate termination of tenancy and eviction. Additionally, the Tenant shall be held liable for any damages resulting from such illegal activities, including, but not limited to, repairs, legal fees, loss of rent, and any other expenses incurred by the Landlord due to the Tenant's illegal activities. Failure to timely address illegal activities may result in Tenant being in default of the lease.

14. Fixtures.

A fixture is any physical property that is permanently attached to the land or building including equipment such as built-in equipment (stoves, faucets, fans, etc.), attachments, or any other item that would cause damage to the property if removed. All Landlord-approved building repairs, alterations, additions, improvements, installations, and fixtures installed or erected by the Tenant shall belong to the Landlord and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof, or shall, at the option of the Landlord, be removed at Tenant's expense within thirty (30) days after the termination of the tenancy. Should the Landlord consent to removing a fixture, failure to remove any fixtures by consent within thirty (30) days after termination of the tenancy may result in Tenant being responsible for any fees or costs associated with removing the fixture including reasonable costs of labor and supplies.

15. Eminent Domain.

If the premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of the lease shall cease and terminate upon the date when the possession of said premises or any part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Landlord shall have no claim against the Tenant for the value of any unexpired term of this lease. If any condemnation proceedings shall be instituted in which it is sought to take or damage any part of Landlord's building or the land under it, or if the grade of any street or alley adjacent to the premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, Landlord shall have the right to cancel this lease after having given written notice of cancellation to Tenant not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of cancellation and the Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude an award being made to Landlord for loss of business or depreciation to and cost of removal of equipment or fixtures.

16. Waiver of Subrogation.

Tenant and Landlord waive all rights each against the other, for damages caused by fire or other perils covered by insurance where such damages are sustained in connection with Landlord's occupancy of the leased premises. This waiver shall be in effect only so long as the applicable insurance policy or policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall, whenever reasonably possible, be obtained by Tenant and Landlord in the acquisition of insurance policies under this Lease.

17. Default.

If default is made in payment of any of the installments of rent on the due date thereof, or if the Tenant shall default in the performance of any other agreement (other than payment of rent) and such default continues for thirty (30) days after written notice thereof, then in any such event, this lease shall terminate, at the option of the Landlord, and Landlord may re-enter the premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being expressly waived, and upon such entry as aforesaid, the lease shall terminate and the Landlord may exclude Tenant from the premises, changing the lock on the door or doors if deemed necessary, without being liable to the Tenant for any damages or for prosecution therefore, and Tenant shall forfeit the security deposit as application toward future rents and damages; Landlord's rights in such event may be enforced by action in forcible detainer or other proper legal action, and the Tenant expressly agrees, notwithstanding termination of this lease and re-entry by the Landlord, that Tenant shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall pay any loss or deficiencies sustained by the Landlord on account of the premises being let for the remainder of the original term for a less sum than before. If in default, the Landlord, as agents for Tenant, without notice, may relet the lease premises or any part thereof, for the remainder of the term, or for any longer or shorter period, as opportunity may offer, and at such rental as may be obtained, and Tenant agrees to pay the difference between a sum equal to the amount of the rent payable during the residue of the term and the net rent actually received by the Landlord during the term after deducting all expenses of every kind for repairs, recovery of possession, and reletting the same, which difference shall accrue and be payable monthly. In the event of legal action for the enforcement of these provisions, the Landlord may collect a reasonable attorney's fee from the Tenant for such legal action.

18. Force Majeure.

Landlord shall be excused for the period of any delay in the performance of any obligations of this lease when prevented from doing so by cause or causes beyond Landlord's control, which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations

or controls, fire or other casualty, inability to obtain any material, services, or financing, or acts of God.

19. Attornment.

At the option of the holder of any mortgage affecting the lease premises, Tenant agrees that no foreclosure of a mortgage affecting the leased premises, nor the institution of any suit, action, summary or other proceeding against the Landlord herein, or any successor landlord, or any foreclosure proceeding brought by the holder of such mortgage to recover possession of such property, shall by operation of law or otherwise result in cancellation or termination of this lease or the obligations of the Landlord hereunder, and upon the request of the holder of any such mortgage, Tenant covenants and agrees to execute an instrument in writing satisfactory to such party or parties or to the purchaser of the mortgaged premises in foreclosure whereby Tenant attorns to such successor in interest.

20. Notices.

Any notice hereunder shall be sufficient if sent by mail, addressed to the Landlord at their offices or to the Tenant at their offices.

The City shall provide Tenant notice of any intent to sell the building. Tenant must follow City Code, rules, and regulations to bid on the property as outlined by law.

21. Assignment and Subletting.

Tenant may not sublet or reassign the lease.

22. Successors.

The provisions, covenants, and conditions of this lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by the Tenant without the written consent of the Landlord, shall vest any right in the assignee or subleases of the Landlord.

This Section Intentionally Left Blank

IN WITNESS WHEREOF the parties have hereunto set their hand and seal

Signed on _____, 2026.

Landlord

Tenant

The City of Baldwin City

The BC Bullpen LLC

By:

By:

This Section Intentionally Left Blank