

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
April 7th, 2026
7:00 PM



A. Call to Order-Mayor Gerald Cullumber

B. Approval of Agenda

C. Consent Agenda

1. Minutes 3.17.2026
2. Scheduled Claims List
3. Chamber-Third Friday
4. Baker University-Choir

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

Proclamation-Arbor Day

F. Old Business

1. Bullpen Lease Agreement

G. New Business

1. Resolution 2026-01 Project Bonding
2. Resolution 2026-02 Sale of GO Bonds
3. Generator Capacity Discussion
4. CD renewal

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-
5. Chip and Seal Bids

H. Council Committee Reports

1. Budget and Finance - Scott Lauridsen/Peter Wentz
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 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; Lynn Meador-Communications; and Chief Patrick-Police Department.

B. Approval of Agenda

Julie Constantinescu moved and Peter Wentz seconded to approve the agenda as presented. Motion carried with a vote of 4 yes and 0 no.

C. Consent Agenda

Scott Lauridsen moved and Julie Constantinescu seconded to approve the consent agenda as presented. Motion carried with a vote of 4 yes and 0 no.

1. Minutes 3.03.2026
2. Scheduled Claims List

D. Public Comment

E. Special Reports or Presentations

Chief Patrick introduced Adonus Rideaux as a new officer in his department. Adonus grew up in Baldwin and has served this community volunteering on the fire department before joining the police force.

Chief Patrick announced Officer Ace Butrum has been promoted to Sergeant in his department. He was unable to make the meeting due to a commitment with the Air National Guard.

Chief Patrick announced Sgt. Brad Owen has been promoted to Lieutenant in his department. The chief said Lt. Owen has been his right hand man since he began his career with the Baldwin City Police Department 8 years ago, and is a huge asset to the department.

City Administrator Russ Harding introduced the new Community Development Director, Pat Toth. The council welcomed him to the team.

F. Old Business

1. Ordinance 1531 - Gas Franchise

Scott Lauridsen said that they took this agenda item back to budget and finance to discuss the option of trying to match the offset of the gas franchise increase. If they took off 1% from the electric franchise fee, it would be very close annually, to what the 3% gas franchise increase would be. Essentially they will net each other out. Council will need to approve an ordinance before July to amend the electric franchise fee.

Cory Venable moved and Peter Wentz seconded to approve ordinance 1531. Motion passes 4 yes and 0 no. Roll call; Julie Constantinescu-yes, Scott Lauridsen-yes, Cory Venable-yes, and Peter Wentz-yes.

G. New Business

1. Lease renewal-Bullpen

Cory Venable recused himself.

Niki, who owns the Bullpen, asked for a couple of changes to the proposed lease. The proposed lease was a three year, and she requested a five year lease. The three main concerns with the lease is the term, monthly payment and property tax.

Niki said that by increasing her costs by that much, they are pricing her out.

Scott Lauridsen suggested keeping the rent at \$1000.00 for the first three years, plus the property tax, year four, rent would go up to \$1100.00 plus property tax, and the 5th year rent would go up to \$1200.00 plus property tax.

Niki declined that offer. The city attorney, Jessica Wortham, went over the options the city could choose to vote on if she was not going to be renewing her lease.

There was a long discussion back and forth on including the property tax into the lease. The city does not pay property tax on city owned buildings. Since that building is rented out to a for profit business, the city is being charged property tax on the building.

Scott Lauridsen made a motion to amend the commercial lease agreement in the packet, changing the lease term from 3 years to 5 years, same start date. The monthly lease payment for the first 3 years, year 1,2, and 3 would be \$1000.00 a month, year 4 would increase by \$100.00, and year 5 would increase by another \$100.00 plus property tax, beginning the first year.

There was not a second, and discussions started on who is responsible for repairs of the building. The city attorney added language to the lease that states “the landlord shall be responsible for repairs including the roof, the HVAC, plumbing, exterior walls and foundation, should repairs or replacement be needed due to normal wear and tear. All other repairs are solely the responsibility of the tenant including repairs regarding negligent acts causing damage to the roof, HVAC, plumbing, exterior walls and foundation. The landlord shall not be responsible for repairs related to flooding.”

Scott Lauridsen made a motion and Julie Constantinescu seconded to propose a lease term of 5 years beginning April 1st, 2026. The base monthly lease payments of \$1000.00 monthly for the first 3 years, plus property taxes. The fourth year would be \$1,100.00 a month plus property taxes. The fifth year would be \$1,200.00 a month plus property taxes. Also amend number seven; maintenance and repair to read; the landlord shall be responsible for repairs including the roof, HVAC, plumbing, exterior walls and foundation, should repairs or replacement be needed due to normal wear and tear and/or acts of God. All other repairs are solely the responsibility of the tenant including repairs regarding negligent acts causing damage to the roof, HVAC, plumbing, exterior walls and foundation. Landlords shall not be responsible for repairs relating to flooding unless it is from normal wear and tear and/or an act of God. Motion passes 3 yes and 0 no.

Niki told the council that they don't have a rental, but if they did, and went to their tenant and told them that next month they were going to raise their rent by \$340.00 and they can't afford it, they will be out. She said that she will not be signing the lease.

Mayor Cullumber thanked Cory Venable for recusing himself and explained that he did that so there could not be any talk of being impartial, having favoritism, or anything of the sort.

H. Committee Reports

1. Budget and Finance - Scott Lauridsen/Peter Wentz

- Bullpen lease
- Parking lot lease (gravel parking lot, south of the paved parking lot at the depot)
Jerry Smith-1302 High St. said he goes over there when they have cross country meets and that it is always full.
- Old Public Works building lease
- Utility relief
- Franchise fee reduction ordinance

Next meeting 3/20/2026 at 9:00am, second floor of City Hall

2. Community Development - Cory Venable/Peter Wentz

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

Julie Constantinescu congratulated the high schoolers that won state basketball this year!

- Contacted a company regarding the purchase of the street sweeper. If not bid, will put on Purple Wave this Spring.
- Chip seal list has been submitted to BG Consultants. Bid opening will be April 2nd. Submit to council April 7th or 21st.
- Common Consumption area signage proof from National Sign has been received. Signs and barricades for \$3800.
- All park restrooms will be open around April 1st.
- Bid from Hawkins for the Pool Chlorine Injection Project is \$7,310. Bid included tanks and installation. Equipment ordered and will be operating this season.
- Bid from Norris Equipment in Gardner was \$18,950 for a new mower at the cemetery.
- Ads went out for summer/seasonal work.
- Repaired one leak on the 16" mainline to Lawrence.
- Midwest Coating inspected the leak in the roof of the community center. Conduit was found that could have been the cause. Resealed conduit. After the last rain, there was water in the building again. Lloyd Builders has been contacted.
- **New Substation:**
- Mid States employees have been working on items to include: copper connections between the high and low side structures to the transformer. Mounting components inside the switch gear enclosures. Additional 120vt circuits inside and outside the building. Cabling for the UPS system.
- Pat's crew continues to make good progress on setting poles and moving services to the new poles.

- Search continues for fiber installations for the substation. Can't locate what is available on the City owned fiber.
- Cromwell Solar is requesting a solar permit that does not follow our current ordinance.
- Every crews are working on the project of replacing all the inverters at the solar site. The design and number of inverters is changing because there are no direct replacement inverters available from a different manufacturer. Some new conduits will be trenched to accommodate the new design.
- A tentative date for the meter relocation has been pushed back to April 7th. The power plant will be generating our power when the meter is to be relocated. Estimated at 12 hours.
- KMEA was able to take control of all RECs from the hydro project. At current values, the past unsold value at approximately \$2700 and future values at approximately \$1700.

Next meeting 4/09/2026 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
Next meeting 4/7/2026 at 6:00pm, Executive Room at the Community Center

I. City Administrator and Staff Comments

Russ Harding said we are still researching waterline grants for the replacement line.

City Attorney Jessica said that legislation session ends April 10th. She said the last two weeks are the busiest so there should be new laws being voted on over the next couple of weeks.

J. Council & Mayor Comments

Mayor Cullumber said he knows it was a tough night for the council, but he knows they will do what's best for the city and the community.

K. Executive Session

L. Adjourn

Julie Constantinescu moved and Cory Venable seconded to adjourn the regular meeting. Motion passes 4-0. Time: 8:46 p.m.

Attest:

Amara M. Packard
City Clerk

CLAIMS BY VENDOR

| INVOICE NUMBER | VENDOR NAME | | GL ACCOUNT # | AMOUNT | PAYMENT | | CHECK # | CHECK DATE |
|---------------------|--------------------------------|------------|--------------|--------|---------|--------|----------|------------|
| | REFERENCE | | | | AMOUNT | | | |
| 3-11-26 AND 3-13-26 | AMARA PACKARD | | | | | | | |
| | MILES TO SPRING CLERK CONFEREN | 01.01.2160 | | 136.59 | | | | |
| | | | | | | 136.59 | 69138 | 4/07/26 |
| 11V1-VWD1-CP7N | AMAZON CAPITAL SERVICES | | | | | | | |
| | SEASONING | 01.02.3110 | | 8.08 | | | | |
| | | | | | | 8.08 | 41482579 | 4/07/26 |
| 11V1-VWD1-D1VV | 4,000 PAPER TOWEL SHEETS | 01.01.3680 | | 35.70 | | | | |
| | CHAIR MAT FOR COURT CLERK | 01.07.3110 | | 47.46 | | | | |
| | | | | | | 83.16 | 41482579 | 4/07/26 |
| 1333-9LGX-JXTR | 8 SETS OF BINDER DIVIDERS | 01.01.3110 | | 32.16 | | | | |
| | | | | | | 32.16 | 41482579 | 4/07/26 |
| 14QM-GKL7-M3CM | PAPER PLATES | 01.02.3110 | | 26.84 | | | | |
| | GFCI OUTLET TESTER | 01.35.3110 | | 15.30 | | | | |
| | TAPE MEASURE | 01.35.3110 | | 24.46 | | | | |
| | SCREWDRIVER SET | 01.35.3110 | | 37.99 | | | | |
| | COPY PAPER | 01.02.3110 | | 42.09 | | | | |
| | MICROFIBER CLEANING CLOTHS | 01.02.3110 | | 6.98 | | | | |
| | | | | | | 153.66 | 41482579 | 4/07/26 |
| 14RF-NQ7T-W6LW | 2 BOTTLES CARPET CLEANER | 01.01.3680 | | 39.10 | | | | |
| | | | | | | 39.10 | 41482579 | 4/07/26 |
| 1CWP-9KTF-G1R6 | SPACE HEATER FOR CITY HALL | 01.01.3110 | | 79.99 | | | | |
| | | | | | | 79.99 | 41482579 | 4/07/26 |
| 1MFX-YYKY-K6YT | PHONE CASE | 18.22.3680 | | 12.99 | | | | |
| | MAGNIFYING GLASS | 18.22.3680 | | 19.99 | | | | |
| | PAPER TOWELS | 18.22.3680 | | 20.65 | | | | |
| | PROMO | 18.22.3680 | | 1.00- | | | | |
| | | | | | | 52.63 | 41482579 | 4/07/26 |
| 1MN6-F6YD-PC3C | TRAILER PINS | 01.02.2530 | | 8.99 | | | | |
| | | | | | | 8.99 | 41482579 | 4/07/26 |
| 1MND-Y6HQ-YPQ6 | FLANGE FOR GRINDER | 12.12.2530 | | 13.99 | | | | |
| | FORKS | 01.02.3110 | | 17.99 | | | | |
| | SPOONS | 01.02.3110 | | 19.87 | | | | |
| | NOTEBOOK | 01.02.3110 | | 2.79 | | | | |
| | CLEANER | 01.02.3110 | | 4.27 | | | | |
| | PENS | 01.02.3110 | | 6.53 | | | | |
| | | | | | | 65.44 | 41482579 | 4/07/26 |
| 1MVR-XLVD-MP7F | 4PACK FEBREZE PLUG INS | 01.01.3680 | | 15.37 | | | | |
| | | | | | | 15.37 | 41482579 | 4/07/26 |
| 1PRV-D49W-39F3 | TIRES 24x12-12 | 01.03.3350 | | 150.34 | | | | |
| | TIRES 18x9.5-8 | 01.03.3350 | | 78.78 | | | | |
| | | | | | | 229.12 | 41482579 | 4/07/26 |
| 1QMG-KFGY-Q6LX | DEICER | 01.05.3310 | | 18.99 | | | | |
| | CABINET ORGANIZER | 01.05.3110 | | 71.98 | | | | |
| | FILE CABINET | 01.05.3110 | | 263.00 | | | | |
| | TAPE MEASURE | 01.05.3110 | | 13.09 | | | | |
| | PANTS-960 | 01.05.3610 | | 64.35 | | | | |
| | NOTE PADS | 01.05.3110 | | 12.42 | | | | |
| | POWER CORD | 01.05.3110 | | 9.99 | | | | |
| | WIRELESS BRACKET MOUNT | 01.05.4011 | | 20.89 | | | | |
| | DUAL CHAIN BACKBONE | 01.05.4011 | | 109.50 | | | | |
| | | | | | | 584.21 | 41482579 | 4/07/26 |
| 1T94-K6FX-39KN | DAWN SOAP | 01.02.3110 | | 23.67 | | | | |
| | DIGITAL MEASURING WHEEL | 01.35.3110 | | 85.59 | | | | |
| | | | | | | 109.26 | 41482579 | 4/07/26 |

CLAIMS BY VENDOR

| INVOICE NUMBER | VENDOR NAME | | AMOUNT | PAYMENT | | |
|----------------------|--------------------------------|--------------|------------|------------|----------|------------|
| | REFERENCE | GL ACCOUNT # | | AMOUNT | CHECK # | CHECK DATE |
| | AMAZON CAPITAL SERVICES | | | | | |
| 1V4G-CCLF-FCKJ | TOILET CLEANER | 01.02.3110 | 8.24 | | | |
| | FLANGE - OUTSIDE MOUNT | 01.02.2540 | 15.04 | | | |
| | FLANGE - INSIDE MOUNT | 01.02.2540 | 15.04 | | | |
| | | | | 38.32 | 41482579 | 4/07/26 |
| 1VPN-XX7F-D7NP | SHARK CORDLESS VACCUUM | 01.01.3680 | 149.00 | | | |
| | | | | 149.00 | 41482579 | 4/07/26 |
| 1XLL-7DRJ-NP3R | 24 REAMS COPY PAPER | 11.26.2780 | 87.93 | | | |
| | 24 REAMS COPY PAPER | 12.11.2780 | 87.93 | | | |
| | | | | 175.86 | 41482579 | 4/07/26 |
| | ANIXTER INC | | | | | |
| 6621308 01 | TRANSFORMERS 25KVA | 11.25.4231 | 2,480.78 | | | |
| | | | | 2,480.78 | 69139 | 4/07/26 |
| 6621308-03 | 25KVA TRANSFORMERS | 11.25.4231 | 9,923.13 | | | |
| | | | | 9,923.13 | 69139 | 4/07/26 |
| 6713701-00 | SLEEVE JUMPERS | 11.25.4131 | 169.34 | | | |
| | | | | 169.34 | 69139 | 4/07/26 |
| 6713701-01 | SLEEVE JUMPER | 11.25.4230 | 169.34 | | | |
| | | | | 169.34 | 69139 | 4/07/26 |
| 6716230-00 | CREDIT FOR INV# 6694711-02 | 11.25.4131 | 1,569.92- | | | |
| | | | | 1,569.92- | 69139 | 4/07/26 |
| 6723856-00 | 15KV POLY W/CLEVIS | 11.25.4131 | 1,790.61 | | | |
| | | | | 1,790.61 | 69139 | 4/07/26 |
| 6725444-00 | LINK CONNECTING | 11.25.4131 | 1,061.91 | | | |
| | | | | 1,061.91 | 69139 | 4/07/26 |
| 6730030-00 | INSULATOR STUDS | 11.25.4239 | 154.96 | | | |
| | | | | 154.96 | 69139 | 4/07/26 |
| | ARROWHEAD - 6427 | | | | | |
| ACCT #6427 MAR 2026 | 4 TREES FOR ARBOR DAY | 01.03.3600 | 289.76 | | | |
| | | | | 289.76 | 69140 | 4/07/26 |
| | ARROWHEAD - 6822 | | | | | |
| ACCT #6822 MAR 2026 | FURNACE FILTER | 01.04.2520 | 11.49 | | | |
| | LRG GRAIN LEATHER GLOVES | 01.04.4810 | 18.99 | | | |
| | | | | 30.48 | 69141 | 4/07/26 |
| | BALDWIN CITY ECONOMIC DEV | | | | | |
| 2026 CONTRIBUTION | 2026 CONTRIBUTION BCEDC | 01.09.4007 | 15,000.00 | | | |
| | | | | 15,000.00 | 69142 | 4/07/26 |
| | BALDWIN CITY LIBRARY BOAR | | | | | |
| 2026 DISTRIBUTION #2 | 3/20/2026 DG CO TAX DISTR #2 | 02.01.5002 | 6,118.43 | | | |
| | | | | 6,118.43 | 69143 | 4/07/26 |
| | BOB ALLEN FORD-OTTAWA | | | | | |
| FOCS258480 | UNIT 52 - CATALYIC CONVERTERS | 01.05.2540 | 4,986.08 | | | |
| | | | | 4,986.08 | 69144 | 4/07/26 |
| FOCS258852 | FUEL PUMP/GASKET - 2005 RANGER | 11.24.2540 | 1,562.76 | | | |
| | | | | 1,562.76 | 69144 | 4/07/26 |
| | CAL'S DOOR CO. | | | | | |
| 9412 | DOOR REPAIRS | 11.25.2520 | 337.50 | | | |
| | | | | 337.50 | 69145 | 4/07/26 |
| | CHEM-AQUA, INC | | | | | |
| 9551359 | FILTERS/SALT | 11.24.3550 | 3,568.28 | | | |
| | | | | 3,568.28 | 69146 | 4/07/26 |
| | CONFLUENCE VENTURES, LLC | | | | | |
| MIH GRANT | MIH GRANT | 01.09.4007 | 325,000.00 | | | |
| | | | | 325,000.00 | 14066 | 4/07/26 |

CLAIMS BY VENDOR

| INVOICE NUMBER | VENDOR NAME | | GL ACCOUNT # | AMOUNT | PAYMENT | | |
|---------------------|---------------------------|--------------------------------|--------------|----------|----------|---------|------------|
| | REFERENCE | | | | AMOUNT | CHECK # | CHECK DATE |
| COOLE CEMETERY | COOLE, PATRICIA | PURCHASE 2 PLOTS BACK | 03.01.4999 | 120.00 | | | |
| | | | | | 120.00 | 69147 | 4/07/26 |
| Y161430 | CORE & MAIN - 084041 (EX) | BALLCORP STOP | 12.12.3800 | 1,580.12 | | | |
| Y356821 | | 4X1 KEY CORP STOP CCXPJ | 12.12.3800 | 896.28 | | | |
| Y530212 | | COPPERSETTER 1X1 | 12.12.3800 | 2,994.72 | | | |
| Y530217 | | PVC 6.25 | 12.12.3800 | 494.28 | | | |
| | | PVC 6.90 | 12.12.3800 | 494.28 | | | |
| Y680110 | | REP CLP FULL CIRCLE | 12.12.3800 | 2,125.58 | | | |
| Y740563 | | PULSE CABLE - SS FLAG ACC KIT | 12.12.3800 | 2,235.38 | | | |
| | | | | | 988.56 | 69148 | 4/07/26 |
| | | | | | 2,125.58 | 69148 | 4/07/26 |
| | | | | | 2,235.38 | 69148 | 4/07/26 |
| 0193880-IN | ENTENMANN-ROVIN CO | LT BADGE & WALLET | 01.05.3610 | 498.05 | | | |
| | | | | | 498.05 | 69149 | 4/07/26 |
| 0194092-IN | | SGT BADGE | 01.05.3610 | 151.44 | | | |
| | | | | | 151.44 | 69149 | 4/07/26 |
| 900214609 | ESRI, INC/ENVIRON SYS RES | SUBSCRIPTION FEES | 01.02.2999 | 488.00 | | | |
| | | SUBSCRIPTION FEES | 03.01.2999 | 488.00 | | | |
| | | SUBSCRIPTION FEES | 12.11.2999 | 488.00 | | | |
| | | SUBSCRIPTION FEES | 11.24.2999 | 488.00 | | | |
| | | SUBSCRIPTION FEES | 18.21.2999 | 488.00 | | | |
| | | | | | 2,440.00 | 69150 | 4/07/26 |
| 4195 | FLORY BOOKKEEPING SERVICE | MAR 2026 PAYROLL & A/P SERVICE | 01.01.2850 | 1,260.00 | | | |
| | | MAR 2026 PAYROLL & A/P SERVICE | 11.26.2850 | 1,470.00 | | | |
| | | MAR 2026 PAYROLL & A/P SERVICE | 11.26.2850 | 1,470.00 | | | |
| | | | | | 4,200.00 | 69151 | 4/07/26 |
| PS460134720 | FOLEY EQUIPMENT CO-11408 | COOLANT | 12.12.2530 | 30.84 | | | |
| | | | | | 30.84 | 69152 | 4/07/26 |
| 163518 | FORM ONE, LLC | SGT BUSINESS CARDS | 01.05.2331 | 100.60 | | | |
| | | | | | 100.60 | 69153 | 4/07/26 |
| 163519 | | LT BUSINESS CARDS | 01.05.2331 | 100.60 | | | |
| | | | | | 100.60 | 69153 | 4/07/26 |
| 3-23-26 AND 3-26-26 | GORDEN, STEVE E | 490 MILES TO KRWA CONFERENCE | 18.21.2160 | 355.25 | | | |
| | | | | | 355.25 | 69154 | 4/07/26 |
| INV1079742 | GT DISTRIBUTORS, INC. | LT TITLE BAR | 01.05.3610 | 23.99 | | | |
| | | | | | 23.99 | 69155 | 4/07/26 |
| UNIV0092911 | | 5.11 GREEN PANTS | 01.05.3610 | 90.00 | | | |
| | | | | | 90.00 | 69155 | 4/07/26 |
| HAUPT CEMETERY | HAUPT, GARY | PURCHASE ONE PLOT BACK | 03.01.4999 | 80.00 | | | |
| | | | | | 80.00 | 69156 | 4/07/26 |
| | | HAYS FIRE AND RESCUE LLC | | | | | |

CLAIMS BY VENDOR

| INVOICE NUMBER | VENDOR NAME | | AMOUNT | PAYMENT | | CHECK # | CHECK DATE |
|----------------|---|--------------|----------|---------|----------|----------|------------|
| | REFERENCE | GL ACCOUNT # | | AMOUNT | | | |
| 8239D | HAYS FIRE AND RESCUE LLC AIR PUMP IN FIRE TRUCK | 01.04.2540 | 2,006.03 | | 2,006.03 | 69157 | 4/07/26 |
| 11917 | KANSAS CITY FIRST AID LLC CITY HALL ANNUAL AED MAINTENAN | 01.01.3006 | 275.00 | | 275.00 | 69158 | 4/07/26 |
| 11918 | AED PROGRAM | 01.02.3006 | 275.00 | | 275.00 | 69158 | 4/07/26 |
| 03/23/26 | KANSAS GAS - 1100 PP BLDG 1100 ORANGE ST BLDG SALES | 11.24.2510 | 515.54 | | 515.54 | 41482602 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE - 1015 1015 ORANGE | 01.02.2510 | 126.33 | | | | |
| | 1015 ORANGE | 01.03.2510 | 26.34 | | | | |
| | 1015 ORANGE | 01.05.2510 | 5.73 | | | | |
| | 1015 ORANGE | 01.35.2510 | 48.96 | | | | |
| | 1015 ORANGE | 03.01.2510 | 28.27 | | | | |
| | 1015 ORANGE | 11.24.2510 | 1.93 | | | | |
| | 1015 ORANGE | 11.25.2510 | 210.86 | | | | |
| | 1015 ORANGE | 11.26.2510 | 13.24 | | | | |
| | 1015 ORANGE | 12.11.2510 | 194.19 | | | | |
| | 1015 ORANGE | 18.21.2510 | 59.91 | | | | |
| | | | | | 715.76 | 41482603 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE - 1402 1402 4TH ST | 03.01.2510 | 101.29 | | 101.29 | 41482605 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE - 203 203 1ST ST | 01.05.2510 | 260.89 | | 260.89 | 41482601 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE - 317 317 FREMONT | 01.06.2510 | 43.22 | | 43.22 | 41482604 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE - 605 605 HIGH - FURNACE | 11.24.2510 | 140.46 | | 140.46 | 41482599 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE - 610 610 HIGH | 01.04.2510 | 163.29 | | 163.29 | 41482598 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE - 712 712 CHAPEL ST | 27.01.2510 | 662.24 | | 662.24 | 41482607 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE - 803 803 8TH | 01.01.2510 | 282.28 | | 282.28 | 41482606 | 4/07/26 |
| 03/23/26 | KANSAS GAS SERVICE -610I 610 INDIANA | 01.02.2510 | 205.61 | | 205.61 | 41482600 | 4/07/26 |
| 104098048 | KIMBALL MIDWEST - TAXABLE SM BUCKET/AIR LINE REPLACE | 11.25.2540 | 80.36 | | 80.36 | 69159 | 4/07/26 |
| 200010394 | KMU GRABBE/MCCOMBS | 11.25.2140 | 700.00 | | 700.00 | 69160 | 4/07/26 |
| | LEAGUE OF KS MUNICIPALITI | | | | | | |

CLAIMS BY VENDOR

| INVOICE NUMBER | VENDOR NAME | | AMOUNT | PAYMENT | | CHECK # | CHECK DATE |
|--------------------|--|--------------|-----------|---------|-----------|----------|------------|
| | REFERENCE | GL ACCOUNT # | | AMOUNT | | | |
| 200016682 | LEAGUE OF KS MUNICIPALITI CONFERENCE IN SALINA | 01.01.2140 | 180.00 | | | | |
| | | | | | 180.00 | 69161 | 4/07/26 |
| 200016961 | CONFERENCE IN SALINA | 01.01.2140 | 180.00 | | | | |
| | | | | | 180.00 | 69161 | 4/07/26 |
| 55590207 | LINDE GAS-0365: EXEMPT WELDING SUPPLIES | 01.02.3320 | 120.28 | | | | |
| | | | | | 120.28 | 69162 | 4/07/26 |
| MAILING ERROR 2026 | LUCET OFFSET CHECK PYMT ON 2-19-26 | 01.01.7999 | 553.14 | | | | |
| | | | | | 553.14 | 69163 | 4/07/26 |
| IN29739 | MCCONNELL MACHINERY CO., I STARTER/KEYS | 11.24.2530 | 39.58 | | | | |
| | | | | | 39.58 | 69164 | 4/07/26 |
| IN29779 | DAMPER FOR KUBOTA | 01.03.2530 | 163.25 | | | | |
| | | | | | 163.25 | 69164 | 4/07/26 |
| 904816 | MID WEST EXTERMINATORS OF MONTHLY SERVICE FEE | 01.02.2999 | 50.00 | | | | |
| | | | | | 50.00 | 69165 | 4/07/26 |
| 1411241626 | MOTOROLA SOL - 1035684316 VIDEOMANAGER IN CAR VIDEO | 01.05.2209 | 195.00 | | | | |
| | | | | | 195.00 | 69166 | 4/07/26 |
| 115949 | N ZONE SPORTSWEAR POLOS 954 | 01.05.3610 | 128.98 | | | | |
| | | | | | 128.98 | 69167 | 4/07/26 |
| 1405509 | NAFECO KEYSTONE NAVY POLY SERGE CAP | 01.05.3610 | 121.00 | | | | |
| | | | | | 121.00 | 69168 | 4/07/26 |
| IN0001406 | NATIONAL SIGN COMPANY LLC SIGNS | 01.02.3360 | 1,751.00 | | | | |
| | | | | | 1,751.00 | 69169 | 4/07/26 |
| 86918 | NORRIS EQUIPMENT CO LLC MOWER - GH/29HP GAS W/T6 HYD | 03.01.4810 | 18,949.75 | | | | |
| | | | | | 18,949.75 | 69170 | 4/07/26 |
| 8680964 | ONE CHOICE HEATING & A/C SERVICE CALL AT FIRE STATION | 01.04.2520 | 150.00 | | | | |
| | | | | | 150.00 | 69171 | 4/07/26 |
| 2660243526 | PACE ANALYTICAL SERVICES, MONTHLY TESTING FEES | 18.22.2202 | 939.00 | | | | |
| | | | | | 939.00 | 41482642 | 4/07/26 |
| 2660243813 | MONTHLY TESTING FEES | 18.22.2202 | 300.00 | | | | |
| | | | | | 300.00 | 41482642 | 4/07/26 |
| 716341 | RUESCHHOFF LOCKSMITH & SE ALARM MONITORING | 01.05.2209 | 126.21 | | | | |
| | | | | | 126.21 | 69172 | 4/07/26 |
| 714919 | RUESCHHOFF COMMUNICATIONS FEB 2026 ANSWER SRVC CALLS | 11.25.2500 | 95.75 | | | | |
| | FEB 2026 ANSWER SRVC CALLS | 12.11.2500 | 95.75 | | | | |
| | | | | | 191.50 | 69173 | 4/07/26 |
| PERMIT OVERPAYMENT | SMART, CASSIDY REFUND OF PERMIT OVERPAYMENT | 01.00.0133 | 114.73 | | | | |
| | | | | | 114.73 | 69174 | 4/07/26 |
| | STATE CHEMICAL SOLUTIONS | | | | | | |

CLAIMS BY VENDOR

| INVOICE NUMBER | VENDOR NAME | | GL ACCOUNT # | AMOUNT | PAYMENT | | CHECK # | CHECK DATE |
|------------------|---|--|--------------|----------|---------|------------|----------|------------|
| | REFERENCE | | | | AMOUNT | | | |
| 904121516 | STATE CHEMICAL SOLUTIONS CLEANER | | 18.22.3550 | 1,163.85 | | | | |
| | | | | | | 1,163.85 | 69175 | 4/07/26 |
| 904122934 | STICKERS | | 18.22.3550 | .03 | | | | |
| | | | | | | .03 | 69175 | 4/07/26 |
| 03232026 | STOUT, DAVID L MEALS AT KRWA CONFERENCE | | 18.21.2170 | 25.77 | | | | |
| | | | | | | 25.77 | 69176 | 4/07/26 |
| 5225421-202603-1 | TRANSUNION RISK & ALTERNA TLO - MARCH 2026 | | 01.05.2850 | 144.50 | | | | |
| | | | | | | 144.50 | 69177 | 4/07/26 |
| 00004A855R136 | UNITED PARCEL SERVICE SHIPPING - MICROCOMM | | 12.11.2150 | 28.65 | | | | |
| | | | | | | 28.65 | 41482639 | 4/07/26 |
| 15 | WORTHAM, JESSICA CITY ATTORNEY 3/12/26-3/28/26 | | 01.01.2851 | 2,050.00 | | | | |
| | CITY ATTORNEY 3/12/26-3/28/26 | | 01.07.2851 | 50.00 | | | | |
| | CITY ATTORNEY 3/12/26-3/28/26 | | 01.35.2851 | 550.00 | | | | |
| | | | | | | 2,650.00 | 69178 | 4/07/26 |
| | | | | | | ===== | | |
| | REPORT TOTAL | | | | | 426,738.98 | | |



SPECIAL EVENTS APPLICATION

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

Date: March 26, 2026

Name of contact person Baldwin City Chamber of Commerce

Phone 785-594-3200

Email director@baldwincitychamber.com

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

Address or location of event downtown Baldwin City

Describe the type of event proposed Third Friday Market

Date(s) of proposed event: June 19, 2026

Hours of operation: 5:00 pm - 9:00 pm

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

Attendance: Total anticipated attendance: Persons 1,300 Vehicles 50-75

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

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

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

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

Restrooms: Number of Portable Restrooms ⁰ _____

Company to place/remove _____

Company contact info _____

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

If yes, please describe:

Vendors in the street often have canopy tents. There will be live music on the stage in Sullivan Square from 7:30 - 9:00 pm (Sky Smeed).

An ice cream making contest will be in Sullivan Square. There may pop up tents there for the contestants. Southwest Dairy Farmers will give their milk cow demonstration. They will be parked in the alley off 8th St. between Grove and High Streets.

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

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

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

REQUIRED DOCUMENTS CHECK LIST:

Completed Application

Map - Attach a map showing street(s) and location of the event as described above.

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

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

Application fees: \$100.00

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

Alcohol: If alcohol is to be served or sold a copy of the *approved KSDR Form ABC-830 Temporary Permit Application and Agreement* on file with the City Clerk.


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


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


Applicants Signature: 


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


Third Friday Market
June 19, 2026
downtown Baldwin City

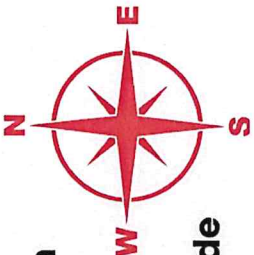
 = signs

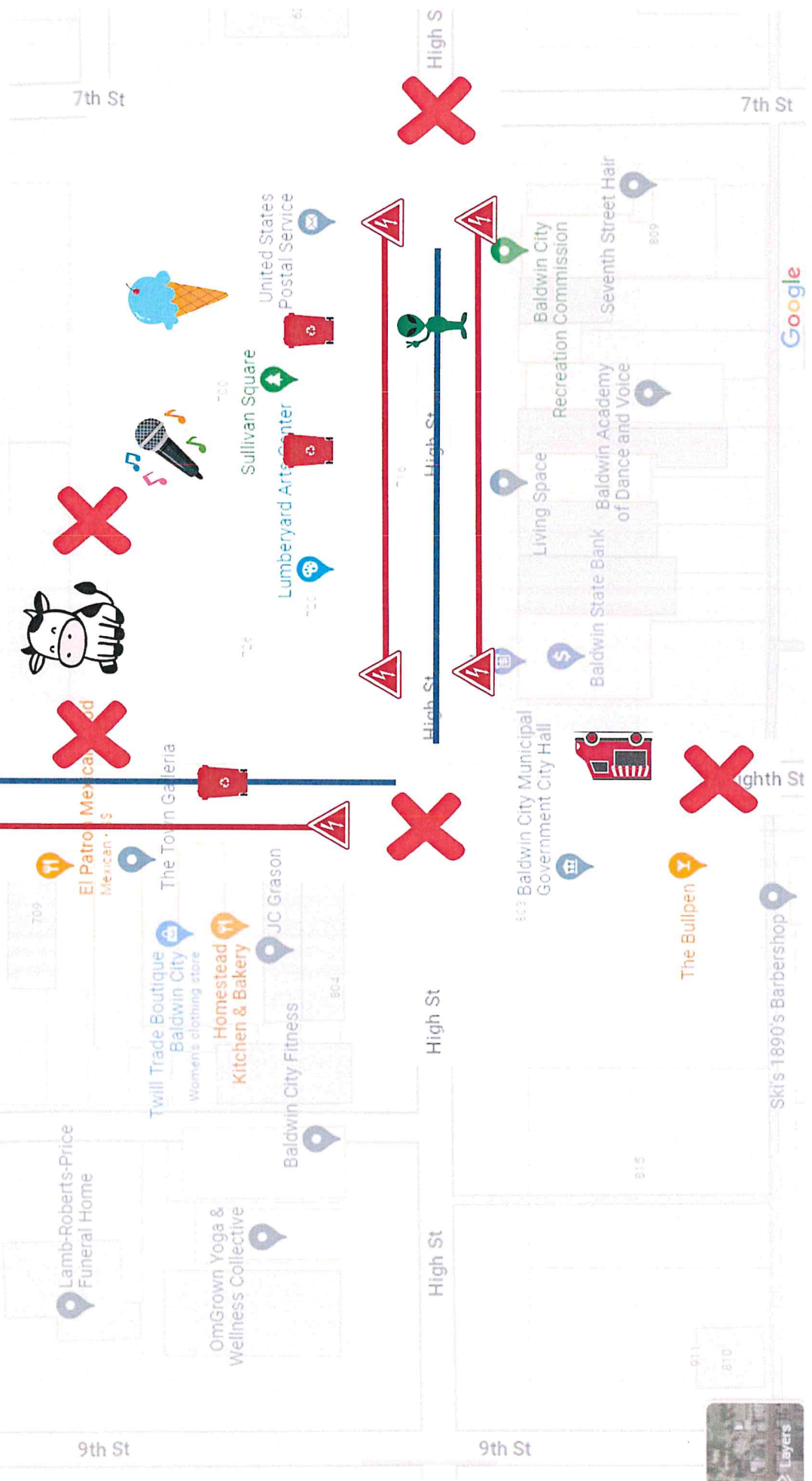
 = electricity

 = trash can

 = barricade

 = vendors







SPECIAL EVENTS APPLICATION

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

Date: 03/25/2026

Name of contact person Larry Lindsay

Phone 785-218-5740

Email llindsay@bakeru.edu

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

Address or location of event 600 + 700 Block Dearborn St.

Describe the type of event proposed High school choral groups

Date(s) of proposed event: April 15th, 2026

Hours of operation: 07:00 am - 10:00 am

Please describe the details of your event in the space provided below. Attach additional sheets if necessary Students from the surrounding area will be performing @ Rice Auditorium. Would like to pick up and drop students on Dearborn St

Attendance: Total anticipated attendance: Persons 100+ Vehicles 20

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

Barricades - does your event require street closure? []No [X]Yes (if yes, show location(s) on map)

Trash: How will trash be managed? [X]Provide Own Trash Receptacles

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

Restrooms: Number of Portable Restrooms 0

Company to place/remove will use existing bathrooms

Company contact info _____

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

If yes, please describe:

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

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

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



REQUIRED DOCUMENTS CHECK LIST:

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

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

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

Applicants Signature:  _____

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

CITY CLERK OFFICE USE

Event Name: _____

Date Received: _____

Cash _____ or Check # _____

Fee Paid \$ _____

Receipt No. _____

Fee Waived _____, City Administrator

Permit issued Council Approved _____
Date approved

Permit denied:

Reason for denial: _____

Application and map sent to and response received from appropriate Department(s) where applicable:

Emailed Police
 Response received

Emailed Inspection
 Response received

Emailed Fire
 Response received

Emailed Electric
 Response received

Emailed Public Works
 Response received

Additional Notes:



Proclamation

of the City of Baldwin City, Kansas

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS: This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS: Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS: Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS: Trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS: The City of Baldwin City has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Gerald Cullumber, Mayor of the City of Baldwin City, Kansas, with the support of the City Council, do hereby proclaim Friday, April 24th, 2026 as "Arbor Day" in the City of Baldwin City. I call upon all residents of Baldwin City to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Gerald Cullumber, Mayor

Date

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 five (5) years, beginning on the 1st day of April, 2026 and ending on the 31st day of March, 2031. 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 \$1000 plus property taxes. The third year shall be \$1000 plus property taxes. The fourth year shall be \$1100 plus property taxes. The fifth 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.

Landlord shall be responsible for repairs regarding the roof, HVAC, plumbing, exterior walls, and foundation should repairs or replacement be needed due to normal wear-and-tear and/or Acts of God. All other repairs are solely the responsibility of the Tenant including repairs regarding negligent acts causing damage to the roof, HVAC, plumbing, exterior walls, and foundation. Landlord shall not be responsible for repairs relating to flooding unless it is from normal wear-and-tear or an Act-of-God.

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.

1IN 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:

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Commercial Lease Agreement

THIS LEASE made on [INSERT DATE LEASE APPROVED BY CITY COUNCIL], between [TENANT AND/OR BUSINESS NAME] (hereinafter referred to as “Tenant”) and **The City of Baldwin City** (hereinafter referred to as “Landlord”).

1. Premises

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 “[INSERT ADDRESS],” in the city of Baldwin, County of Douglas, State of Kansas to with:

Address: [INSERT ADDRESS], Baldwin City, Kansas 66006

Premises includes the physical building at that address only. Premises does not include any sidewalks, parking, land, or other space attached to the property. Rental of the sidewalks, parking, land, or other space outside of the building must be a separate agreement per provisions of the City Code.

2. Terms

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 [INSERT TERM] years, beginning on the 1st day of [MONTH, YEAR] and ending on [INSERT END DATE].

3. Base Monthly Lease Payments.

Monthly Payments During [FROM 1ST DAY OF THE LEASE, TO DAY BEFORE SECOND YEAR OF LEASE]:

The Tenant shall pay monthly to the Landlord a total of [INSERT MONTHLY RENT] on the first of the month, each month, of the first year. Tenant shall also be responsible for biannual payment for property taxes as outlined below.

Monthly Payments During [FROM 1ST DAY OF THE SECOND YEAR OF THE LEASE, TO DAY BEFORE THIRD YEAR OF LEASE]:

The second year, starting [INSERT DATE, YEAR], the Tenant shall pay [INSERT MONTHLY RENT] on the first of the month each month for the second year of this lease. Tenant shall also be responsible for biannual payment for property taxes as outlined below.

Monthly Payments during [FROM 1ST DAY OF THE THIRD YEAR OF THE LEASE, TO DAY BEFORE FOURTH YEAR OF LEASE]:

The third year, starting [INSERT DATE, YEAR] shall be [INSERT MONTHLY RENT] due on the first of the month, each month, for the third year of this lease. Tenant shall also be responsible for biannual payment for property taxes as outlined below.

Monthly Payments during [FROM 1ST DAY OF THE FOURTH YEAR OF THE LEASE, TO DAY BEFORE FIFTH YEAR OF LEASE]:

The fourth year shall be [INSERT MONTHLY RENT] due on the first of the month, each month, for the fourth year of this lease. Tenant shall also be responsible for biannual payment for property taxes as outlined below.

Monthly Payments during [FROM 1ST DAY OF THE FIFTH YEAR OF THE LEASE, TO LAST DAY OF THE LEASE]:

The fifth year shall be [INSERT MONTHLY RENT] due on the first of the month, each month, for the fifth year of this lease. Tenant shall also be responsible for biannual payment for property taxes as outlined below.

Per K.S.A 58-2508, if the tenant neglects or refuses to pay rent when due during the first three months of this lease, the Landlord may give the Tenant three-day notice and failure to pay rent in full within three (3) days shall result in termination of the lease per default provisions below and the Tenant must vacate the premises before the end of the month or the Landlord may seek legal remedies as outlined in the Default provisions below. Tenant shall forfeit the Security Deposit for failing to pay monthly rent.

Per K.S.A. 58-2507, should the Tenant neglect or refuse to pay rent when due, the Landlord may give a ten-day notice in writing. 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 rent and late fees in full by the expiration of the ten-day notice shall result in the termination of the lease and the Tenant must vacate the premises before the end of the month or the Tenant shall be subject to default provisions below. Tenant shall forfeit the security deposit for failing to pay monthly rent.

4. Security Deposit

In lieu of a Security Deposit, Tenant shall pay the Landlord first month's rent and the last month's rent on or before [INSERT FIRST DAY OF LEASE] for a total of [INSERT FIRST MONTH FOR FIRST YEAR AND LAST MONTH RENT FOR FIFTH YEAR]. Failure to pay the first and last month's rent before the first day of the lease shall result in the Tenant being in default. The Tenant must vacate the premises immediately and the Landlord may seek any and all legal remedies and damages Kansas State law provides.

Should Tenant fail to pay rent or violate any terms or conditions of this lease leading to a notice to vacate the premises, the Landlord has the discretion to retain the last month's rental payment as damages due to the early termination of the lease.

5. Tenant Improvement Allowance

Any Tenant Improvement Allowance or credit towards rent due to maintenance or repairs of the property must be approved by City Council and may not exceed [INSERT ONE MONTH'S BASE RENT AMOUNT] during the entirety of this lease. Tenant may only receive reimbursement once, regardless of the amount, during this leasing period. Tenant must notify the City Administrator within thirty (30) days of receiving the estimate or thirty (30) days after completion of the work. Failure to provide notice to City Administrator shall effectively waive any reimbursement for costs. Request for reimbursement is not guaranteed and must be approved by City Council. City Council may only approve Tenant Improvement Allowance Credit or Reimbursement for maintenance or repairs to the physical building structure, HVAC, roof, plumbing or other essential maintenance or repairs made. City Council may not approve reimbursement or credit for cosmetic changes or any changes made to the building specifically for Tenant's business only.

6. Property Tax & Insurance

Tenant agrees to pay for property tax associated with said premise. Landlord shall receive the property tax bill and shall forward a copy of the property tax bill to Tenant within five (5) business days of receipt of the property tax bill. Tenant shall be responsible for paying half of the property tax on or before May 10th and the second half of the property taxes shall be due on or before December 20th. Tenant shall pay property taxes directly to the Landlord. Property Tax amounts vary each year and are determined by the Douglas County Property Appraiser's Office.

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 [INSERT FIRST DAY OF THE LEASE] of each year and failure to provide proof of insurance before [INSERT ANNIVERSARY DATE OF THE LEASE] of each year may result in the Tenant being in default of this lease agreement. Landlord shall give the Tenant thirty-day notice of terminating the lease and if the Tenant does not provide proof of insurance within fifteen business days, the Tenant shall vacate the premises before the end of the thirty-day notice or the Landlord may seek any and all legal remedies and damages provided by Kansas State Law.

7. Notice to Renew or Non-Renew

Tenant should give notice of the intent to renew one-hundred-and-eighty days (180) in advance of the end of this term or any renewal term. Tenant's notice to renew shall be in writing and tendered to the City Administrator by certified mail or by email with return receipt requested. Tenant's notice to renew the lease does not guarantee renewal under the same terms and conditions provided in the current lease. Tenant is encouraged to attend both the City Finance Committee meetings AND City Council Meetings to propose or negotiate any lease terms. New lease provisions including terms and rates are at the sole discretion of the City Council.

This lease terminates automatically on [INSERT LAST DAY OF LEASE] and shall not be auto-renewed. Tenant must vacate the property on or before [INSERT LAST DAY OF LEASE] if a new lease is not signed by all parties at least five (5) business days before [INSERT LAST DAY OF THE LEASE].

8. Extensions of Current Lease

Should the negotiations for a new lease between the Landlord-Tenant break down within thirty (30) days of this lease expiration date, the City Administrator or City Council may approve a one-month extension to give the Tenant additional time to negotiate or vacate the premises. Request for a one-month extension may be done orally during a City Council Meeting or via writing to the City Administrator on or before [INSERT DATE]. Tenant shall pay rent of [INSERT RENT] by the first of the month. All other provisions within this lease shall apply and Tenant may only receive ONE (1) extension. Should no new lease be signed by both parties on or before [INSERT DATE—RECOMMENDED DATE 15TH OF EXTENDED MONTH], Tenant must vacate on or before [INSERT LAST DAY OF EXTENDED MONTH].

9. Use of Premises

Premises shall be used for [INSERT TYPE OF BUSINESS]. Any use of the premises outside of this agreement must be approved by the City Council. If the Tenant operates business outside this business structure, the Landlord, at any time, shall subject the Tenant to default provisions within this lease and issue a thirty-day notice to terminate the lease. Should the Tenant fail to vacate the premises before the thirty-day notice, the Landlord may seek any and all legal remedies and damages provided by Kansas State Law.

Premises must be in continued use and may not be abandoned. Failure to use the premises within a ninety (90) day period shall result in the Tenant being in default. If Tenant is going to have an extended absence from the premises, the Tenant shall contact the Landlord in writing immediately.

10. 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.

11. 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.

12. 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.

13. 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. Tenant shall also provide information of service providers completing the repairs to the Landlord. Tenant must use building codes as authorized by State Law that are applicable at the time of alteration or improvements. Tenant must use licensed contractor approved by City Administrator or City Council.

Landlord shall be responsible for repairs regarding the roof, exterior walls, and foundation should repairs or replacement be needed due to normal wear-and-tear and/or Acts of God. All other repairs are solely the responsibility of the Tenant including repairs regarding negligent acts causing damage to the roof, exterior walls, and foundation. Landlord shall not be responsible for repairs relating to flooding unless it is an Act-of-God.

Failing to make repairs or providing routing maintenance to the property shall subject the Tenant to default provisions within this lease. Tenant may be given a thirty-day notice to vacate unless the Tenant shows proof of substantial compliance in completing the repairs or maintenance within fifteen-days of the notice. Should Tenant not have substantial compliance within fifteen (15) days of the written notice, Tenant shall vacate the premises before the end of the month or the Landlord may seek any and all legal remedies and damages as provided by Kansas State Law.

14. 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. Failure to provide the Landlord with keys shall be considered a material breach and subject the Tenant to default per provisions as outlined in this lease.

15. 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, natural disaster, or other casualty, as to become un-Tenantable, then in such event, City Council may elect to terminate the lease with the lease shall becoming 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. If the City Council is unable to meet within ten (10) calendar days of the event of a fire, natural disaster, or other casualty that damages the building to where it becomes un-Tenantable, the City Administrator or the Mayor may give written notice to the Tenant.

Should Landlord fail to provide written notice, 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 and all repairs or structural changes must have permits and follow all laws of the city and State.

16. 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.

17. Abandoned Property

Any personal property, inventory, or equipment on the premises must be removed by the Tenant before the lease terminates if there is no renewal or that property shall be considered abandoned. The Landlord is not responsible for any lost, stolen, or damaged property or equipment left in the building after the lease terminates. The Landlord may dispose of any property, inventory, or equipment abandoned by the Tenant. The Landlord may charge the Tenant a reasonable fee should abandoned property take longer than one hour to remove. Reasonable fee shall include hourly wages of the city employee(s) needed to remove the property plus the cost of any materials needed to remove the abandoned property.

18. Alterations and Improvements.

All alterations and improvements shall require the prior written consent of the Landlord 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. Tenant must abide by all laws, rules, and regulations of the City of Baldwin and State of Kansas including paying any applicable licenses or permits to complete alterations or improvements. Tenant must use building codes authorized by State law that are applicable at the time of alteration or improvements. Tenant must use licensed contractor approved by City Administrator or City Council.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Default.

If the Tenant is in default for failure to make payments as outlined above or if the Tenant is in default of any non-compliance with the lease, the Tenant shall be found in default and the Landlord may terminate the lease. Landlord shall give the Tenant written notice to remedy the default or the Tenant must vacate the premises within thirty (30) days. Failure to remedy the

defect and/or failure to vacate the premises before the notice expires shall result in the Landlord seeking remedies as outlined by Chapter 58, Article 25 of the Kansas Statutes Annotated.

Per K.S.A. 58-25,120, for any material noncompliance by the tenant with the rental agreement materially affecting the health and safety, the Landlord may deliver written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in fourteen (14) days. The rental agreement shall terminate as provided in the notice, except that, if the breach is remediable by the repair or payment of damages or otherwise, and the Tenant initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. Should the Tenant fail to remedy the breach, the Tenant shall vacate the premises before the notice expires.

However, in the event that if the same or similar breach occurs after the fourteen-day period provided herein, the Landlord may deliver a written notice to the Tenant that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice without providing the opportunity to remedy the breach. The rental agreement shall then terminate as provided in such notice and the Tenant must vacate the premises before expiration of the thirty-day notice.

For any breach of the contract including failure to pay rent, the Landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement as allowed by Kansas State Law.

If the Landlord does not exercise remedies upon a breach by the tenant that does not mean that the Landlord waives any or all rights to remedies under this lease and the laws of the State of Kansas.

25. Failure to Launch

Should the Tenant fail to obtain proper licensing or permits to operate the business or fails to start the business within ninety (90) days, Tenant or Landlord may request to terminate the lease early with a thirty-day written notice with provisions as outlined by Default provisions.

26. Early termination

Tenant and Landlord may come to an agreement for early termination for any reason provided that the request for early termination is a written request made 180 days in advance. The City Council MUST approve any termination request and the payment and/or terms associated with the early termination.

27. 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.

28. Notices.

Any notice hereunder shall be sufficient if sent by certified mail with return receipt, addressed to the Landlord at their offices or to the Tenant at their offices. By signing below, both parties agree that notice is allowed as outlined by Kansas State Law, Chapter 58, Article 25.

By signing below, the Business agrees that service may be tendered to the owner, [insert owner name] as agent for the business. Notice to [INSERT BUSINESS NAME] shall be delivered to either [INSERT BUSINESS NAME AND ADDRESS] or [INSERT BUSINESS OWNER'S NAME AND CONTACT INFORMATION]. Should the Landlord be unable to locate the business owner, the Landlord may post the written notice on the door of the business.

Notice to the Landlord may be provided to the City Administrator for the City of Baldwin City. Should the City Administrator position be vacant, the Tenant may provide notice to either the Finance Committee Chair or the Mayor. By approving this lease, the City Council authorizes the City Administrator to send notices on behalf of the City of Baldwin City should the Tenant be in any violation of this lease provision. City Council, through a majority vote at any subsequent meeting, may also override the City Administrator's findings and withdraw the notice before the expiration date of the written notice. City Council, through a majority vote at any subsequent meeting, may also override the City Administrator's findings or recommendations and request that a written notice to terminate the lease be sent to the Tenant of any violations

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.

29. Assignment and Subletting.

Tenant may not sublet or reassign the lease.

30. 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. Should the business owner choose to sell the business, the Landlord may choose to find the lease in default per provisions above or the Landlord may request the new business owner to sign a new lease.

31. Severability and Construction

If any part of this lease is determined to be void or invalid, the remainder of this lease shall continue in full force and effect. Additionally, any typos or formatting errors in this lease do not render it invalid.

Except as provided within this lease, terms and definitions not defined within the lease shall be interpreted per Kansas State Law.

Headings and Titles are for reference only.

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

Signed on _____, 2026.

Landlord

Tenant

City Administrator for the City of Baldwin

[INSERT BUSINESS OWNER NAME]

By:

By:

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609 High, Baldwin City KS 66006

0 Bed - 1 Bath

\$500.00/mo
\$500/dep

FOR RENT: COMMERCIAL SPACE ONLY (NO LIVING AREA)

609 High St, Baldwin City

Available immediately, **\$500/month**

One office space, use of reception area, kitchenette, and restroom

Call Amy @ 785-766-5849 for more information



Show Map

More Photos (click on any picture to enlarge)

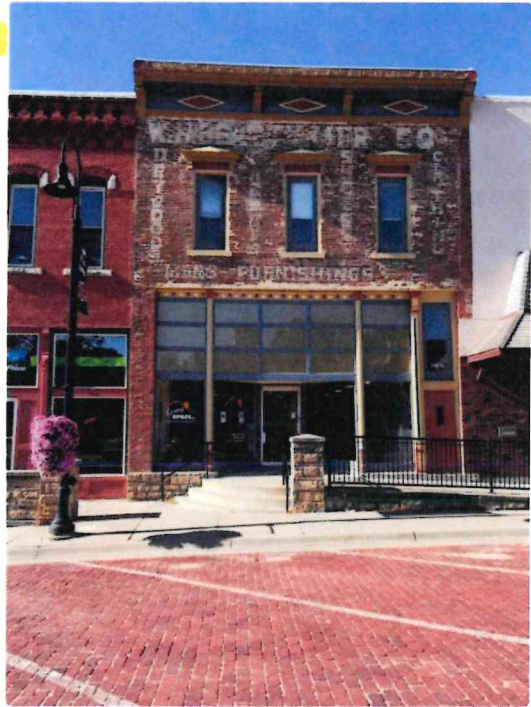


715 High St, Baldwin City KS 66006

0 Bed - 1 Bath
Sq Footage: 700

\$1,200.00/mo
\$1,200/dep

FOR RENT: Available July, \$1,200 month Commercial Space Only
715 High St, Suite B, Baldwin City
Come be a part of the downtown businesses in Baldwin City. This historic building is located in the heart of downtown. Suite B comes with a large open area, one office space, restroom and window front. Rent includes basic utilities if reasonable use. **Approx. 700 sq ft**
Call Amy @ 785-766-5849 for more information.



[Show Map](#)

Rental Features

- Gas, Electric, Water, Sewer, Trash (paid by owner with a cap)
- Office space
- Open area
- Restroom
- Storefront

Lease Terms

Commercial lease required with minimum of 1 year term.

More Photos (click on any picture to enlarge)



703 8th St. Baldwin City, KS 66006

2168 Sq ft.

Monthly Rent: \$1500

Bullpen 2080 Sqft

\$1000 rent per month

\$1000/2080= **\$0.48 per Sq foot**

Old Public Works Building 3360 Sqft

\$1000 rent per month

\$1000/3360= **\$0.30 per Sq Foot**

Ice Cream Shop 416 Sqft

\$200 rent per moth

\$200/416= **\$0.48 per Sq foot**

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BALDWIN CITY, KANSAS
HELD ON APRIL 7, 2026**

The governing body of the City met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING AND PROVIDING FOR ACQUISITION AND
CONSTRUCTION OF STREET, SIDEWALK, RECREATION AND PUBLIC
BUILDING IMPROVEMENTS IN THE CITY OF BALDWIN CITY, KANSAS;
AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.**

Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: _____

Nay: _____

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. ____ and was approved and signed by the Mayor and attested by the Clerk.

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* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Baldwin City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 2026-01

A RESOLUTION AUTHORIZING AND PROVIDING FOR ACQUISITION AND CONSTRUCTION OF STREET, SIDEWALK, RECREATION AND PUBLIC BUILDING IMPROVEMENTS IN THE CITY OF BALDWIN CITY, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, under Charter Ordinance No. 19 of the City of Baldwin City, Kansas (the "City") (enacted pursuant to the provisions of Section 5(c) of Article 12 of the Constitution of the State of Kansas) and K.S.A. 12-101 *et seq.* (jointly, the "Act"), for the purpose of paying (a) (i) for any bridge, viaduct, public building, street and sidewalk, and the land necessary therefor, (ii) for lands for public parks and recreation facilities and for developing and constructing parks and recreation facilities, within or without the City, (iii) for the establishment and construction of crematories, desiccating or reduction works, including the land necessary therefor, within or without the City, or (iv) for the improvement, repair or extension of any waterworks, sewage disposal plant, electric light plant, crematory, desiccating or reduction works or other public utility plant owned by the City, and (b) for rebuilding, adding to or extending the structures, buildings and facilities described in sub-section (a) hereof, from time to time, as the necessities of the City may require, the City may borrow money and issue its bonds for the same; and

WHEREAS, the governing body of the City has determined or hereby determines it necessary to acquire and construct street, sidewalk, recreation and public building improvements, including U.S. 56 pedestrian crossing improvements, U.S. 56 Corridor Management Project improvements, Maple Leaf Trail Phase 2 improvements, completion of police department building improvements, completion of Elm Street improvements and Community Center improvements (collectively, the "Improvements"); and

WHEREAS, the cost of the Improvements, including associated financing costs, are to be paid by the City-at-large and the governing body determines it necessary to provide for the payment of the costs of the Improvements, all as provided by the Act.

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

SECTION 1. Improvement Authorization. It is hereby authorized, ordered and directed that the Improvements be undertaken under the provisions of the Act.

SECTION 2. Bond Authorization. The estimated cost of the Improvements, excluding associated financing costs, are as follows, all of which shall be chargeable to the City at large:

| | |
|---|-----------|
| U.S. 56 pedestrian crossing improvements | \$270,000 |
| U.S. 56 Corridor Management Project improvements | 2,603,000 |
| Maple Leaf Trail Phase 2 improvements | 267,500 |
| Completion of police department building improvements | 367,245 |
| Completion of Elm Street improvements | 96,899 |
| Community Center | 470,068 |

Such costs, and associated financing costs, are authorized to be paid by the issuance of general obligation bonds of the City (the "Bonds") in the amount of \$4,505,575, under the provisions of the Act.

SECTION 3. Reimbursement. The Bonds authorized pursuant to this Resolution are authorized to reimburse expenditures made on or after the date which is 60 days before: (a) the date of this Resolution, or (b) with respect to the U.S. 56 pedestrian crossing improvements, December 16, 2025, the date of adoption of an earlier resolution by the governing body, pursuant to Treasury Regulation §1.150-2.

SECTION 4. Effective Date. This Resolution shall take effect and be in force from and after its adoption.

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ADOPTED by the governing body on April 7, 2026.

(SEAL)

Gerald Cullumber, Mayor

ATTEST:

Amara Packard, Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BALDWIN CITY, KANSAS
HELD ON APRIL 7, 2026**

The Governing Body (the "Governing Body") met in regular session at the usual meeting place in the City at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Temporary Notes, Series 2026-A, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION TEMPORARY NOTES, SERIES 2026-A, OF THE CITY OF
BALDWIN CITY, KANSAS.**

Councilmember _____ seconded the motion to adopt the Resolution. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Aye: _____

Nay: _____

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. [_____].

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Baldwin City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 2026-02

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2026-A, OF THE CITY OF BALDWIN CITY, KANSAS.

WHEREAS, the City of Baldwin City, Kansas (the “Issuer”), has authorized certain improvements described as follows (the “Improvements”):

| <u>Project Description</u> | <u>Res. No.</u> | <u>Authority (K.S.A.)</u> | <u>Amount</u> |
|--|------------------------|--|----------------------|
| U.S. 56 pedestrian crossing improvements, U.S. 56 Corridor Management Project improvements, Maple Leaf Trail Phase 2 improvements, completion of police department building improvements, completion of Elm Street improvements, and Community Center improvements | [] | Charter Ordinance No. 19 of the Issuer | \$4,505,575 |

WHEREAS, the Issuer is authorized by law to issue general obligation bonds to pay costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer ; and

WHEREAS, none of such temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay costs of the Improvements; and

WHEREAS, the Governing Body of the Issuer (the “Governing Body”) has selected the firm of Baker Tilly Municipal Advisors, LLC, Overland Park, Kansas (the “Municipal Advisor”), as municipal advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of the temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the temporary notes; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of note sale and to authorize the distribution thereof and all other preliminary action necessary to sell the temporary notes.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BALDWIN CITY, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer at competitive public sale the Issuer's General Obligation Temporary Notes, Series 2026-A (the "Notes") as described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the "Notice of Note Sale"). All proposals for the purchase of the Notes shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Note Sale, at which meeting the Governing Body shall review such bids and award the sale of the Notes or reject all proposals.

Section 2. The Preliminary Official Statement, dated April 28, 2026 (the "Preliminary Official Statement"), is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor and Clerk deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Notes.

Section 3. The Clerk, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of the note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and awarded or rejected in the manner set forth in the Notice of Note Sale.

Section 4. For the purpose of enabling the purchaser of the Notes (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk, and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

The transactions described in this Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body on April 7, 2026.

(SEAL)

Gerald Cullember, Mayor

ATTEST:

Amara Packard, Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

To:

Re: \$4,390,000* City of Baldwin City, Kansas, General Obligation Temporary Notes, Series 2026-A

The undersigned are the duly acting Mayor and Clerk of the City of Baldwin City, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the purchaser (the "Purchaser") of the above-referenced notes (the "Notes") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

CITY OF BALDWIN CITY, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF NOTE SALE

\$4,390,000*

CITY OF BALDWIN CITY, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026-A**

(GENERAL OBLIGATION NOTES PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Facsimile, email and electronic (as explained below) bids for the purchase of the above-referenced temporary notes (the “Notes”) of the City of Baldwin City, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of written, email and facsimile bids, and via PARITY® in the case of electronic bids, until 10:00 a.m. applicable Central Time (the “Submittal Hour”), on

TUESDAY, MAY 5, 2026

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the “Successful Bidder”) will be acted upon by the Governing Body of the Issuer (the “Governing Body”) at its meeting to be held at 7:00 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Terms of the Notes. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated May 28, 2026 (the “Dated Date”), and will become due in principal installments in the years as follows:

| Stated Maturity <u>(September 1)</u> | Principal <u>Amount*</u> |
|---|---|
| 2028 | \$4,390,000 |

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2027 (the “Interest Payment Dates”).

*** Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Notes or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the business day immediately following the Sale Date. The actual purchase price for the Notes

shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

Place of Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The principal of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the “Note Register”) of the Note Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date (the “Record Date”): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Registered Owner of \$500,000 or more in aggregate principal amount of Notes, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Note Registration. The Notes will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System. The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption of Notes Prior to Maturity.

General. Whenever the Issuer is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on June 1, 2027, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 45 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Notes are being issued pursuant to K.S.A. 10-123, and Charter Ordinance No. 19 of the Issuer, as amended, and a resolution adopted by the Governing Body (the “Note Resolution”) for the purpose of paying costs of certain various city-wide improvements (the “Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids. Email bids must be made on forms which may be procured from the Clerk or the Municipal Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Temporary Notes, Series 2026-A.” Email bids should be sent only once to the Municipal Advisor at bids@bakertilly.com. Confirmation of receipt of email bids may be made by contacting the Municipal Advisor at the number listed below. Electronic bids via PARITY[®] must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Note Sale. No additions or alterations in such forms shall be made and any erasures may cause rejection of any bid. ***Any bid submitted shall include the initial offering prices to the public for each maturity of the Notes.*** If provisions of this Notice of Note Sale conflict with those of PARITY[®], this Notice of Note Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately. The Issuer and Municipal Advisor shall not be responsible for failure of the transmission of any bid. ***Any bidder desiring to have the Municipal Advisor assist in the delivery of such bidder's bid should provide pertinent bidding information to the Municipal Advisor not later than 30 minutes prior to the Submittal Hour on the Sale Date.***

PARITY[®]. Information about the electronic bidding services of PARITY[®] may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next

preceding the day on which the Notes are sold, plus 3%; and (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/100 or 1/8 of 1%. The initial price to the public as stated on the bid must be 98.0% or greater. No bid for less than **99.5%** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Notes, as applicable, on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form, and the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption "Establishment of Issue Price" in this Notice.

Good Faith Deposit. To have its proposal considered for award, the lowest bidder for the Notes is required to submit a good faith deposit in the amount of \$87,800 (the "Deposit"), payable to the order of the Issuer, in order to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid. ***The Deposit must be received by the City by 3:00 p.m. Central Time on the Sale Date.*** The Deposit shall be submitted by wire transfer in Federal Reserve funds, immediately available for use by the City.

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Municipal Advisor at the email address set forth below, including the following information: (a) notification that a wire transfer has been made and (b) the amount of the wire transfer. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bond to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

Basis of Award. The award of the Notes will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The Issuer or its Municipal Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern, and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will be returned to the bidder. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of the Notes in accordance with this Notice of Note Sale shall constitute a Bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and Rule G-32 of the Municipal Securities Rulemaking Board ("Rule G-32"). The method of acceptance shall be determined solely by the Governing Body.

Bond Ratings. The outstanding general obligation bonds of the Issuer are rated "A" by S&P Global Ratings, a division of S&P Global Inc. The Issuer has applied to S&P Global Ratings for a rating on the Notes herein offered for sale.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Notes. If the Notes qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer.

If the Successful Bidder elects to purchase the Notes with municipal bond insurance, certain rating agencies will assign their ratings to the Notes with the understanding that upon delivery of the Notes, a policy insuring the payment when due of the principal of and interest on the Notes will be issued by such bond insurer. All costs associated with the purchase and issuance of such municipal bond insurance policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Notes shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Notes.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. The Municipal Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for the preparation of the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **MAY 28, 2026** (the "Closing Date"), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Successful Bidder will be required to assist the Issuer in establishing the "issue price" of the Notes and complete, execute and deliver to the Issuer prior to the

Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the "Issue Price Certificate") containing the following for the Notes (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (1) the interest rate; (2) the reasonably expected initial offering price to the "public" (as said term is used in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Municipal Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Notes pursuant to this Notice shall constitute a "competitive sale" as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal obligations such as the Notes; and (4) the Issuer anticipates awarding the sale of the Notes to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled "Basis of Award."

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Notes, as specified therein. The Successful Bidder shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Notes to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Notes.

(d) If all of the requirements of a "competitive sale" are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Notes to the Successful Bidder and the following provisions shall apply to the Notes. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Notes, the Successful Bidder shall advise the Issuer if a "substantial amount" (as defined in the Regulation (10%)) of the Notes (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity), has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the "issue price" for the Notes. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for the Notes. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of the Notes is sold to the public; provided such determination shall be made and the Issuer notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Notes after the Submittal Hours will not affect the purchase price for the Notes submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated April 28, 2026, “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Clerk or from the Municipal Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Note Resolution, the Issuer has covenanted to annually provide certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Notes. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2026 is as follows:

| | |
|---|------------------|
| Equalized Assessed Valuation of Taxable Tangible Property | \$57,707,951 |
| Tangible Valuation of Motor Vehicles | <u>5,602,686</u> |
| Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations | \$63,310,637 |

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Notes being sold, is \$20,410,000.

Legal Opinion. The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Electronic Transactions. The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Additional Information. Additional information regarding the Notes may be obtained from the undersigned, or from the Municipal Advisor, at the addresses set forth below:

DATED: April 7, 2026.

CITY OF BALDWIN CITY, KANSAS

By: Amara Packard, Clerk

Issuer Address:

803 8th Street, P.O. Box 86
Baldwin City, Kansas 66006
Attn: Amara Packard, Clerk
Phone: (785) 594-6427
Email: apackard@baldwincity.gov

Municipal Advisor Address:

Baker Tilly Municipal Advisors, LLC
30 East 7th Street, Suite 3025
Saint Paul, Minnesota 55101
Attn: Bond Services
Phone: (651) 223-3000
Email: bids@bakertilly.com

PROPOSAL FOR THE PURCHASE OF CITY OF BALDWIN CITY, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

TO: Amara Packard, Clerk
City of Baldwin City, Kansas

May 5, 2026

For \$4,390,000* principal amount of General Obligation Temporary Notes, Series 2026-A, of the City of Baldwin City, Kansas (the "Issuer"), to be dated May 28, 2026, as described in your Notice of Note Sale dated April 7, 2026 (the "Notice"), said Notes to bear interest as follows:

| <u>Maturity</u> <u>September 1</u> | <u>Principal</u> <u>Amount*</u> | <u>Interest</u> <u>Rate</u> | <u>Initial Offering</u> <u>Price</u> |
|---------------------------------------|------------------------------------|--------------------------------|---|
| 2028 | \$4,390,000* | _____ % | _____ % |

* Subject to change, see the Notice

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

| | |
|--|----------|
| Less Discount (not to exceed 0.50%) | - _____ |
| Plus Premium (if any) | _____ |
| Total Purchase Price | \$ _____ |
| | |
| Total interest cost to maturity at the rates specified | \$ _____ |
| Net interest cost (adjusted for Discount and/or Premium) | \$ _____ |
| True Interest Cost | _____ % |

The Bidder elects to purchase Municipal Bond Insurance from: [Assured] [BAM] [_____]. Circle one or complete blank.

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. A cashier's or certified check or a wire transfer in the amount of \$87,800 payable to the order of the Issuer, submitted in the manner set forth in the Notice accompanies this proposal as evidence of good faith. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on May 5, 2026.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed and facsimile bids may be filed with Baker Tilly Municipal Advisors, LLC, 30 East 7th Street, Suite 3025, Saint Paul, Minnesota 55101, Fax No. (651) 223-3046 or electronic bids may be submitted via **PARITY**[®], at or prior to 10:00 a.m. applicable Central Time, on May 5, 2026. Any bid received after such time will not be accepted or shall be returned to the bidder.

| Unit Name | | Baldwin #4 | Baldwin #5 | Baldwin #6 | Baldwin #7 | Baldwin #8 | Baldwin #9 | Baldwin # 10 | Totals (kW) | Totals (kW) | Totals (kW) |
|---------------------|------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------|--------------|-------------|-------------|-------------|
| | | | | | | | | | 2023 | 2024 | 2025 |
| Manufacturer | | Fairbanks Morse | Fairbanks Morse | Fairbanks Morse | Fairbanks Morse | Fairbanks Morse | Caterpillar | Caterpillar | | | |
| Unit Type | | Int. Comb. | Int. Comb. | Int. Comb. | Int. Comb. | Int. Comb. | Int. Comb | Int. Comb | | | |
| Model # | | 38TDD8 1/8 | 38DD8 1/8 | 38DD8 1/8 | 38ETDD8 1/8 | 38ETDD8 1/8 | 3516 | 3516 | | | |
| Accredited Cap. | (kW) | 1,750 | 800 | 780 | 2,930 | 2,960 | 2,200 | 2,200 | 8,400 | 9,220 | 13,620 |
| Net Dependable Cap. | (kW) | 1,750 | 800 | 800 | 3,165 | 3,165 | 2,200 | 2,200 | 8,580 | 9,680 | 14,080 |
| Name Plate Cap. | (kW) | 2,070 | 1,136 | 1,136 | 3,165 | 3,165 | 2,250 | 2,250 | 9,536 | 10,672 | 15,172 |
| % Average Downtime | | 0.057 | 0.057 | 0.057 | 0.112 | 0.089 | 0.080 | 0.080 | | | |
| Performance Based A | (kW) | 1,650 | 754 | 736 | 2,602 | 2,697 | 2,024 | 2,024 | | | 12,487 |

**SPP looks at accredited capacity when considering reserve requirements

** Unit # 3 Decommissioned Dec 2017

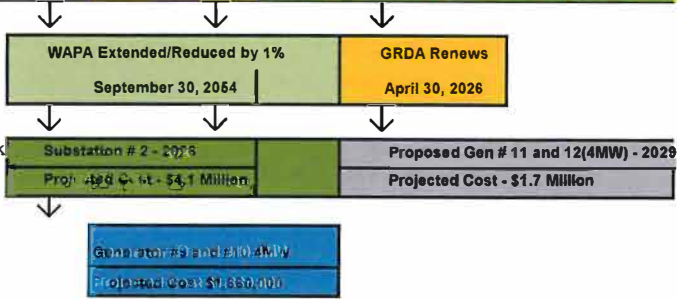
*** Unit # 5 Failure 2018

**** Unit #5 Returned to Service 2020

Projected Peak Demand and Resources With Upgrades

| Calendar Year | Actual | Actual | Actual | Actual | Actual | Actual | Actual | Actual | Actual | Actual | Proj | Proj | Proj | Proj | Proj | |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|----------|-----------|-----------|-----------|-----------|-----------|
| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | |
| Baldwin SCADA Peak Demand (MW) (See Note A) | 9.00 | 9.08 | 9.30 | 9.10 | 8.82 | 9.82 | 9.93 | 11.30 | 9.97 | 9.96 | 10.16 | 10.36 | 10.57 | 10.78 | 11.00 | |
| SPP Network Control Point Peak Demand (MW) | 9.50 | 9.50 | 9.50 | 9.70 | 9.20 | 10.20 | 10.40 | 11.80 | 10.47 | 10.16 | 10.67 | 10.88 | 11.10 | 11.32 | 11.55 | |
| Capacity Reserve Margin (See Note B) | 1.29 | 1.14 | 1.14 | 1.16 | 1.10 | 1.22 | 1.25 | 1.77 | 1.57 | 1.63 | 1.60 | 1.74 | 1.66 | 1.81 | 1.85 | |
| Capacity Requirement | 10.79 | 10.64 | 10.64 | 10.86 | 10.30 | 11.42 | 11.65 | 13.57 | 12.04 | 11.78 | 12.27 | 12.62 | 12.76 | 13.13 | 13.39 | |
| Firm Resources (MW) | | | | | | | | | | | | | | | | |
| GRDA | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 1.50 | 1.50 | 1.50 | 1.50 | 1.50 | |
| WAPA | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.51 | 0.51 | 0.51 | 0.51 | 0.51 | 0.51 | |
| Marshall | 0.20 | 0.20 | 0.20 | 0.20 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | |
| SPA | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | |
| Buckeye | | | | | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | 0.22 | |
| Baldwin Solar | | | | | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | |
| Neismasah Flats Solar | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.41 | 0.41 | 0.41 | 0.41 | |
| Accredited Generating Capacity -See Note C and D | 10.00 | 10.00 | 9.20 | 8.40 | 8.40 | 9.20 | 9.20 | 9.20 | 9.20 | 12.48 | 12.48 | 12.48 | 12.48 | 16.00 | 16.00 | |
| Total Accredited Capacity | 13.82 | 13.82 | 13.02 | 12.22 | 12.76 | 13.56 | 13.56 | 13.56 | 13.56 | 16.83 | 15.33 | 15.74 | 15.74 | 19.26 | 19.26 | |
| Capacity Surplus / (Deficit) (MW) | 3.03 | 3.18 | 2.38 | 1.36 | 2.46 | 2.14 | 1.91 | (0.01) | 1.52 | 5.05 | 3.06 | 3.12 | 2.98 | 6.13 | 5.87 | |
| Excess Capacity or (cost) <small>Note E</small> | | | | | | | | | | \$9,234 | \$41,393 | \$193,786 | \$187,117 | \$179,536 | \$167,123 | \$357,966 |

Actual Sales | potential sales



- Notes:
- A- Peak Demand is actual for 2008- 2025 and then a 2% growth factor projection thereafter.
 - B- Capacity Reserve Margin = SPP requires a 16% reserve margin greater than the projected peak
 - C- Drop in Accred Gen Cap due to derating units 3, 4,5,and 6 in 2012.
 - D- Drop in Accred Gen Cap due to decommissioning Unit # 3 in 2018
 - E- Replacement Capacity is calculated assuming a cost of \$5 per KW/Month starting 2026



| SUMMER | | SUMMER | | 15% | 7.16% | 7.16% | 7.16% | 7.16% | 7.16% |
|--|-----|--------|--|-------------|-------------|-------------|-------------|-------------|-------------|
| Baldwin City | | | | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
| Load Forecast | | | | 11.38 | 11.49 | 11.61 | 11.72 | 11.84 | 11.95 |
| GRDA | | | | (3.00) | (1.50) | (1.50) | (1.50) | (1.50) | (1.50) |
| SPA | | | | (0.10) | (0.10) | (0.10) | (0.10) | (0.10) | (0.10) |
| Internal Solar | 30% | 1.00 | | (0.30) | (0.30) | (0.30) | (0.30) | (0.30) | (0.30) |
| Net Load Plus Reserves - Capacity Obligation | | | | 7.98 | 9.59 | 9.71 | 9.82 | 9.94 | 10.05 |
| PRM | | | | 1.2 | | | | | |
| ACAP PRM | | | | | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 |
| Final Capacity Obligation | | | | 9.2 | 10.3 | 10.4 | 10.5 | 10.6 | 10.8 |
| WAPA | | 0.52 | | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 | 0.52 |
| Marshall | 25% | 1.00 | | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| Buckeye | 25% | 1.00 | | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| Ninnescah | 50% | 1.00 | | | | 0.50 | 0.50 | 0.50 | 0.50 |
| Baldwin City Plant No 1_4 | | 1.75 | | 1.75 | 1.65 | 1.65 | 1.65 | 1.65 | 1.65 |
| Baldwin City Plant No 1_5 | | 0.80 | | 0.80 | 0.75 | 0.75 | 0.75 | 0.75 | 0.75 |
| Baldwin City Plant No 1_6 | | 0.78 | | 0.78 | 0.73 | 0.73 | 0.73 | 0.73 | 0.73 |
| Baldwin City Plant No 2_10 | | 2.25 | | 2.25 | 2.07 | 2.07 | 2.07 | 2.07 | 2.07 |
| Baldwin City Plant No 2_7 | | 2.93 | | 2.93 | 2.60 | 2.60 | 2.60 | 2.60 | 2.60 |
| Baldwin City Plant No 2_8 | | 2.96 | | 2.96 | 2.69 | 2.69 | 2.69 | 2.69 | 2.69 |
| Baldwin City Plant No 2_9 | | 2.25 | | 2.25 | 2.07 | 2.07 | 2.07 | 2.07 | 2.07 |
| Resources TOTAL | | | | 14.7 | 13.6 | 14.1 | 14.1 | 14.1 | 14.1 |
| Capacity Position Length | | | | 5.5 | 3.3 | 3.7 | 3.6 | 3.4 | 3.3 |
| Capacity Position Short | | | | | | | | | |

| Gardner | | | |
|----------------------------|----------|-----------|---------|
| Summer Peak | | | |
| EMP 1 | Derate % | MW rating | NEW ACC |
| Baldwin City Plant No 1_4 | 5.7% | 1.75 | 1.65 |
| Baldwin City Plant No 1_5 | 5.7% | 0.80 | 0.75 |
| Baldwin City Plant No 1_6 | 5.7% | 0.78 | 0.73 |
| Baldwin City Plant No 2_10 | 8.0% | 2.25 | 2.07 |
| Baldwin City Plant No 2_7 | 11.2% | 2.93 | 2.60 |
| Baldwin City Plant No 2_8 | 8.9% | 2.96 | 2.69 |
| Baldwin City Plant No 2_9 | 8.0% | 2.25 | 2.07 |

| 7.16% | 7.16% |
|-------------|-------------|
| 2031 | 2032 |
| 12.63 | 12.74 |
| (1.50) | (1.50) |
| (0.10) | (0.10) |
| (0.30) | (0.30) |
| 10.73 | 10.84 |
| | |
| 0.8 | 0.8 |
| 11.5 | 11.6 |
| 0.52 | 0.52 |
| 0.25 | 0.25 |
| 0.25 | 0.25 |
| 0.50 | 0.50 |
| 1.65 | 1.65 |
| 0.75 | 0.75 |
| 0.73 | 0.73 |
| 2.07 | 2.07 |
| 2.60 | 2.60 |
| 2.69 | 2.69 |
| 2.07 | 2.07 |
| 14.1 | 14.1 |
| 2.6 | 2.5 |
| | |

| | WINTER | WINTER | 36% | 14.52% | 14.52% | 14.52% | 14.52% |
|---|--------|--------|--------------|--------------|--------------|--------------|--------------|
| Baldwin City | | | 25/26 | 26/27 | 27/28 | 28/29 | 29/30 |
| Load Forecast | | | 6.6 | 6.6 | 6.7 | 6.8 | 6.8 |
| GRDA | | | (3.00) | (1.50) | (1.50) | (1.50) | (1.50) |
| SPA | | | (0.10) | (0.10) | (0.10) | (0.10) | (0.10) |
| Internal Solar | | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Net Load Plus Reserves - Capacity Obligation | | | 3.5 | 5.0 | 5.1 | 5.2 | 5.2 |
| PRM | | | 1.3 | | | | |
| ACAP PRM | | | | 0.7 | 0.7 | 0.8 | 0.8 |
| Final Capacity Obligation | | | 4.7 | 5.8 | 5.8 | 5.9 | 6.0 |
| WAPA | | 0.46 | 0.46 | 0.46 | 0.46 | 0.46 | 0.46 |
| Marshall | 25% | 1.00 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| Buckeye | 25% | 1.00 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| Ninnescah | 30% | 1.00 | | | 0.30 | 0.30 | 0.30 |
| Baldwin City Plant No 1_4 | | 1.75 | 1.75 | 1.45 | 1.45 | 1.45 | 1.45 |
| Baldwin City Plant No 1_5 | | 0.80 | 0.80 | 0.76 | 0.76 | 0.76 | 0.76 |
| Baldwin City Plant No 1_6 | | 0.78 | 0.78 | 0.74 | 0.74 | 0.74 | 0.74 |
| Baldwin City Plant No 2_10 | | 2.25 | 2.25 | 2.12 | 2.12 | 2.12 | 2.12 |
| Baldwin City Plant No 2_7 | | 2.93 | 2.93 | 2.78 | 2.78 | 2.78 | 2.78 |
| Baldwin City Plant No 2_8 | | 2.96 | 2.96 | 2.82 | 2.82 | 2.82 | 2.82 |
| Baldwin City Plant No 2_9 | | 2.25 | 2.25 | 2.12 | 2.12 | 2.12 | 2.12 |
| Resouces TOTAL | | | 14.7 | 13.8 | 14.1 | 14.1 | 14.1 |
| Capacity Position Exess (+) / Deficient (-) | | | 9.9 | 8.0 | 8.2 | 8.1 | 8.1 |
| | | | | | | | |

| Gardner | | | |
|----------------------------|----------|-----------|---------|
| Summer Peak | | | |
| EMP 1 | Derate % | MW rating | NEW ACC |
| Baldwin City Plant No 1_4 | 17.2% | 1.75 | 1.45 |
| Baldwin City Plant No 1_5 | 4.5% | 0.80 | 0.76 |
| Baldwin City Plant No 1_6 | 4.5% | 0.78 | 0.74 |
| Baldwin City Plant No 2_10 | 5.8% | 2.25 | 2.12 |
| Baldwin City Plant No 2_7 | 5.0% | 2.93 | 2.78 |
| Baldwin City Plant No 2_8 | 4.5% | 2.96 | 2.82 |
| Baldwin City Plant No 2_9 | 5.8% | 2.25 | 2.12 |

| 14.52% | 14.52% | 14.52% |
|--------------|--------------|--------------|
| 30/31 | 31/32 | 32/33 |
| 6.9 | 7.0 | 7.0 |
| (1.50) | (1.50) | (1.50) |
| (0.10) | (0.10) | (0.10) |
| 0.00 | 0.00 | 0.00 |
| 5.3 | 5.4 | 5.4 |
| | | |
| 0.8 | 0.8 | 0.8 |
| 6.1 | 6.1 | 6.2 |
| 0.46 | 0.46 | 0.46 |
| 0.25 | 0.25 | 0.25 |
| 0.25 | 0.25 | 0.25 |
| 0.30 | 0.30 | 0.30 |
| 1.45 | 1.45 | 1.45 |
| 0.76 | 0.76 | 0.76 |
| 0.74 | 0.74 | 0.74 |
| 2.12 | 2.12 | 2.12 |
| 2.78 | 2.78 | 2.78 |
| 2.82 | 2.82 | 2.82 |
| 2.12 | 2.12 | 2.12 |
| 14.1 | 14.1 | 14.1 |
| 8.0 | 7.9 | 7.8 |
| | | |

Working together to responsibly and economically keep the lights on today and in the future.

Conventional Unit Accreditation - KMEA_EMP1

Informational - Summer

Data updated at 4/30/2025 9:50:50 AM

| Category | EDST Name | Init Operation Date | Avg EFORD | 2017 Summer | 2018 Summer | 2019 Summer | 2020 Summer | 2021 Summer | 2022 Summer | 2023 Summer |
|------------------------------|------------------------------|---------------------|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| CT w/o Onsite Fuel Storage | Gardner Energy Center_CT1 | 1/1/1990 | 25.8% | 6.1% | 6.1% | 6.1% | 6.1% | 6.1% | 79.0% | 71.2% |
| | Gardner Energy Center_CT2 | 1/1/1990 | 15.1% | 6.1% | 6.1% | 6.1% | 6.1% | 6.1% | 0.0% | 74.9% |
| NG Fired Combined Cycle | Dogwood Energy Facility_CT-1 | 6/1/2001 | 3.3% | 4.5% | 4.5% | 4.5% | 4.5% | 4.5% | 0.4% | 0.5% |
| | Dogwood Energy Facility_CT-2 | 6/1/2001 | 4.5% | 4.5% | 4.5% | 4.5% | 4.5% | 4.5% | 6.2% | 2.3% |
| | Dogwood Energy Facility_ST-1 | 2/1/2002 | 4.1% | 4.5% | 4.5% | 4.5% | 4.5% | 4.5% | 4.2% | 2.3% |
| RICE w/o Onsite Fuel Storage | Baldwin City Plant No 1_4 | 1/1/1970 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Baldwin City Plant No 1_5 | 1/1/1964 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Baldwin City Plant No 1_6 | 1/1/1964 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Baldwin City Plant No 2_7 | 1/1/2004 | 11.2% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 17.0% | 21.4% |
| | Baldwin City Plant No 2_8 | 1/1/2004 | 8.9% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 21.4% |
| | Baldwin City Plant No 2_9 | 3/1/2024 | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% |
| | Baldwin City Plant No 2_10 | 3/1/2024 | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% |
| | Garnett Municipal_1 | 1/1/1955 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Garnett Municipal_3 | 1/1/1961 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Garnett Municipal_7 | 1/1/1981 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Garnett Municipal_IC5 | 1/1/2000 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Garnett Municipal_IC6 | 1/1/1978 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Osawatomie - (KMEA)_CAT11 | 10/19/2018 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Osawatomie - (KMEA)_CAT12 | 10/19/2018 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Osawatomie - (KMEA)_CAT13 | 10/19/2018 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| | Osawatomie - (KMEA)_CAT14 | 8/17/2018 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% |
| Osawatomie - (KMEA)_CAT15 | 8/17/2018 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% | |
| Osawatomie - (KMEA)_CAT16 | 8/17/2018 | 5.7% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 0.0% | 0.0% | |

CONFIDENTIALITY NOTICE: This message and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is only for the use of the individual or entity to which it was intended.

For more information on the Performance Based Accreditation (PBA) policy, please refer to RR554. An example calculation is available in the Business Practice section the RR.

Data Type

 Actual

 Class Avg



Available Used Generation Units

11 – 2006 Cummins 2000 KW diesel generators.

Enclosed in containers with attached 48 hr (~7200 gallon) fuel storage (no addition storage needed).

Correct voltage.

Correct year to fall under factory certification exempting them from emission treatments. They can be classified as registered units with SPP.

Could be placed more economically at one or both substations. Could be remotely operated.

All eleven have low hours (Less than 1000).

All eleven have been offered to one municipality. The owner is waiting on an answer. There are other cities interested in smaller numbers of units if not all are taken by the one city.

Price delivered: \$380,000 per unit.

Mid States budgetary number for installation: \$400,000 to \$450,000 each.

Unknown lifespan of downtown power plant could negatively affect our capacity position without warning.

3-year window minimum for permitting, procuring and installation of units.

If there is a market, extra capacity value of 90-100K per year per unit.

Rare chance of having all of these boxes checked off for additional units in the future (especially at this price).

THE BALDWIN STATE BANK

Eighth & High Streets • P.O. Box 46 • Baldwin City, Kansas 66006

(785) 594-6421

MEMBER FDIC

April 2, 2026

City of Baldwin City
Attn: Amara Packard
803 8th St
Baldwin City, KS 66006

Dear Mrs. Packard,

Baldwin State Bank bids a rate of 3.45% with daily compounding and an APY of 3.51% for a two year Certificate of Deposit.

Thank you for the opportunity.

Regards,



Bryan Butell
President, Baldwin State Bank

Since 1917



Building Friends, Families and Futures

CERTIFICATE OF DEPOSIT BID

Date: March 31st, 2026

PROPOSAL SUBMITTED TO:

Ms. Amara Packard
City Clerk, Baldwin City
P.O. Box 86, 803 Eighth St.
Baldwin City, KS 66006

PROPOSAL SUBMITTED BY:

Devin Scott, Branch Manager

LOCAL BRANCH ADDRESS:

602 Ames, Baldwin City, KS 66006

CONTACT PERSON: Devin Scott PHONE: 785-594-7500

The proposed term of the certificate of deposit is for a period of two years.

Kansas State Bank proposes a rate of 3.75%. We will commit to pledge securities to cover balances over \$250,000 in accordance with State Statutes.

Signature: _____

Devin Scott

Date: _____

3/31/26

BALDWIN BRANCH • 602 Ames St. • PO Box 720 • Baldwin City, KS 66006 • 785-594-7500



MyKansasStateBank.com

Member
FDIC



March 30, 2026

Amara Packard
City of Baldwin City
803 8th Street
PO Box 86
Baldwin City, KS 66006

Re: Request for Bids

Dear Amara,

First off, we would like to thank you very much for the opportunity to bid on a portion of your investment funds. We greatly appreciate this opportunity and look forward to continuing our relationship with your team. We understand that at this time you are looking to invest approximately \$1,000,000.00 in a two year certificate of deposit, we would be happy to assist you with this.

After reviewing your Request for Bids letter, we would like to offer you a 24 Month Certificate of Deposit at 4.05% Interest Rate/4.09% APY. The interest on this Certificate of Deposit will be set up to pay semiannually and will be credited back into the certificate.

As always the balance you place with us here at Mid America Bank will be 100% FDIC insured at no cost to you. Our plan is to insure this balance using the Certificate of Deposit Account Registry Service (CDARS), which is a network of Financial Institutions that work together to insure multi-million dollar FDIC insurance for Public Funds and individuals nationwide.

Again, we want to thank you for the opportunity to bid on your business. We are confident in the financial strength of our bank and comfortable in our mind that we can provide you with safe and secure investment accounts, with a fair interest rate in today's market.

If you have any questions about the information I have provided, please let me know.

Thank you for your consideration,

Jeffrey Hill
President

802 Ames • PO Box 4 • Baldwin City, KS 66006 • 785-594-2100 • Fax 785-594-7099
18365 S. Gardner Road • PO Box 156 • Gardner, KS 66030 • 913-884-2155 • Fax 913-884-2133
4114 W. 6th St. • Lawrence, KS 66049 • 785-841-8055 • Fax 785-841-8280
1008 Poplar St. • PO Box 671 • Wellsville, KS 66092 • 785-883-4081 • Fax 785-883-4091

www.mid-americanbank.com





*** by email only ***

Baldwin City
Attn: Russ Harding, City Administrator

April 2, 2026

Re: Award of Construction Contract
2026 City-wide Pavement Maintenance Project
Baldwin City, Kansas

Dear Mr. Harding:

The bid opening for Baldwin City's 2026 City-wide Pavement Maintenance Project was held on Thursday April 2, 2026 at 11:00 a.m. One (1) bid was received by the City Clerk's office and was publicly opened and read aloud. The bid was tabulated and reviewed for conformance to the bidding requirements.

Vance Brothers, LLC submitted the sole bid for this project. Their bid for the base bid portion of work is \$65,731.80 and their bid for the add alternate work is \$30,400.00. The City has the option to award the construction contract for only the base bid work, or to award the add alternate work with the base bid work. A map of the project locations for the base bid and add alternate work is attached.

We have prior experience with Vance Brothers, LLC on similar projects and believe they are qualified to construct the 2026 City-wide Pavement Maintenance Project. Based on our review of their bid and the information outlined above, BG Consultants, Inc. recommends Baldwin City consider acting on one of the following two action items.

1. If the City would like to only perform the base bid scope of work this year, **award the 2026 City-wide Pavement Maintenance Project construction contract to Vance Brothers, LLC in the amount of \$65,731.80 for the Base Bid work only.**
2. If the City would like to only perform the base bid and the add alternate scopes of work this year, **award the 2026 City-wide Pavement Maintenance Project construction contract to Vance Brothers, LLC in the amount of \$96,131.80 for the Base Bid and the Add Alternate No. 1 work.**

Please contact me at 785-840-7299 or jason.hoskinson@bgcons.com if you have any questions about the bidding process, results, and/or our review and recommendation.

Sincerely,

Jason Hoskinson, P.E., PTOE
Corporate Secretary
Attachments

which is to establish bid prices at artificial, non-competitive levels;
and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

| BASE BID | | | | | |
|--------------------------|--|-------|-------|------------|--------------|
| Item No. | Description | Qty. | Units | Unit Price | Total Price |
| 1. | Double Chip Seal (CRS-1HP & 3/8"x 1/4" Trap Rock) | 9,258 | S.Y. | \$ 7.10 | \$ 65,731.80 |
| Grand Total (Base Bid) = | | | | | \$ 65,731.80 |

Grand Total (Base Bid) Written: Sixty-five thousand seven hundred thirty-one dollars and eighty cents.

| ADD ALTERNATE NO. 1 -Golf Course Parking Lot | | | | | |
|---|--|-------|-------|------------|--------------|
| Item No. | Description | Qty. | Units | Unit Price | Total Price |
| 1. | Double Chip Seal (CRS-1HP & 3/8"x 1/4" Trap Rock) | 4,000 | S.Y. | \$ 7.60 | \$ 30,400.00 |
| Grand Total (Add Alternate No. 1) = | | | | | \$ 30,400.00 |

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 14.08 of the Contract for Construction of a Small Project (EJCDC C-522) on or before the Contract Times specified in Article 4.01 of the Contract for Construction of a Small Project. **Early Start Date will coincide with contract execution. Late Start Date is to be set by Contractor to meet the requirements of Article 4.01 of the Contract for Construction of a Small Project (EJCDC C-522) pertaining to the Contract Times assigned to this Project.**

LEGEND

- = Base Bid Double Chip Seal
- = Add. Alternate No. 1

| Base Bid | | | |
|--------------|----------------|----------------|---------|
| Street Name | From | To | Sq Yds. |
| 1ST STREET | HWY 56 | AMES | 1556 |
| AMES | 1ST STREET | WASHINGTON | 2444 |
| N. 1ST TERR. | AMES | N. DEAD END | 1400 |
| N. 2ND | HWY 56 | N. DEAD END | 2044 |
| PALMYRA LN. | WASHINGTON ST. | EISENHOWER ST. | 1058 |
| QUAYLE ST. | WASHINGTON ST. | EISENHOWER ST. | 756 |
| Add Alt # 1 | | | |
| Street Name | From | To | Sq Yds. |
| WASHINGTON | AMES | N. DEAD END | 4000 |

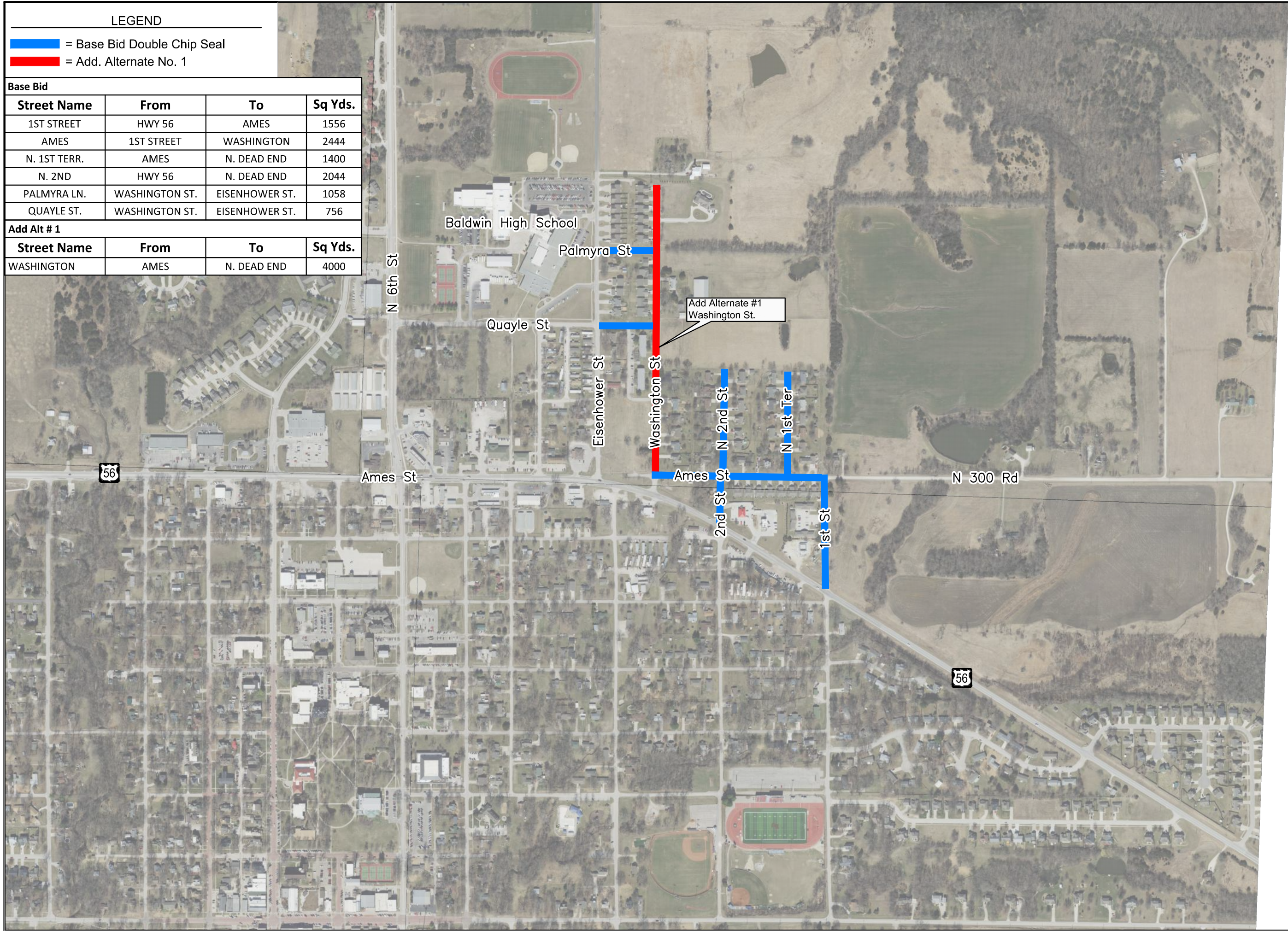


EXHIBIT 1 - PROJECT LOCATION MAP
 2026 City-wide Pavement Maintenance Project
 Baldwin City, KS