



**City of Baldwin City
Council Meeting Agenda
Monday, November 18, 2016 – 7:00 p.m.
Baldwin City Public Library, 800 7th St.**

A. Call to Order: Mayor Marilyn Pearse

B. Consent Agenda:

1. Consider the Draft Minutes of the November 7, 2016 Regular Meeting

C. 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.

D. Special Reports or Presentations

E. Old Business

1. City Council meeting time

F. New Business

1. Ordinance 1357, amending zoning Ordinance No. 1247
2. Mural Grant Application
3. Financial Advisor Agreement Signature Authorization

G. Committee and/or Commission Reports

1. Budget and Finance/Kathy Gerstner, David Simmons
2. Community Development Committee/Steve Bauer, Tony Brown
3. Public Health and Safety Committee/David Simmons, Kathy Gerstner
4. Public Works Committee/Christi Darnell, Steve Bauer
5. Utilities Committee/ Tony Brown, Christi Darnell

H. City Administrator and Staff comments

I. Council & Mayor Comments



**City of Baldwin City
Council Meeting Agenda
Monday, November 18, 2016 – 7:00 p.m.
Baldwin City Public Library, 800 7th St.**

J. Executive Session

K. Adjourn

City of Baldwin City
Minutes from the November 7, 2016
Regular Council Meeting

The Baldwin City Council met in Regular Session at 7:00 p.m. at the Baldwin City Public Library, 800 7th Street, with Mayor Marilyn Pearse presiding.

Present were Council Members: Kathy Gerstner, Tony Brown, Steve Bauer, Christi Darnell, David Simmons, Glenn Rodden-City Administrator, Laura Hartman-City Clerk. Also attending were Brad Smith, Bill Winegar, Kenny Oshel and Greg Neis. Attorney, Matt Hoy was also present.

A. Call to Order:

Mayor Pearse called the regular council meeting to order at 7:00 p.m.

B. Consent Agenda:

Kathy Gerstner moved and Christi Darnell seconded to approve the amended consent agenda as presented. Motion carried with a vote of 5 yes and 0 no. Resolution 2016-20 was moved to New Business, Item 4.

C. Public Comments: Fred Defenbaugh, 115 Signal Oak Ct, Baldwin City. Spoke on the disrepair of his street. Mayor thanked Fred for his comments. The Mayor asked Bill if the road was a township road and he he said it is a township road. The Public Works Committee will take this issue under review.

D. Special Reports or Presentations: Amy Dewitt of the SECC spoke about what this group is all about. Senior Engagement Coordinating Council is a volunteer council working toward improving the quality of life for Baldwin City Seniors (Individuals 55 & Older residing within USD 348 boundaries). Amy thanked Council members for their time.

E. Old Business – There was no old business.

F. New Business

Brad Smith talked about the letter of engagement from Mize Houser & Company P.A. for the audit of year ending 2016.

Tony Brown moved and Kathy Gerstner seconded to approve the letter of engagement from Mize Houser & Company P.A. Motion carried with a vote of 5 yes and 0 no.

Greg Neis spoke on the Police Package SUV bids. Staff recommendation is to go with the low bid from Laird Noller.

Kathy Gerstner moved and Tony Brown seconded to accept the proposal from Laird Noller Ford in the amount of \$25,951.00 for 2017 Ford SUV Police Purpose Interceptor. Motion carried with a vote of 5 yes and 0 no.

The Mayor began the discussion about moving council meetings to Tuesday and having one meeting a month. The Mayor said our meetings are at the same time as the school district board meetings. Christi Darnell was in support of moving the meetings to Tuesday evenings. Kathy Gerstner asked if we could have a standing day of the week should a special meeting need to be called. Christi and David had a concern about having just one meeting that might affect patron inter-action time with council. Steve said he likes it as it is, but is not opposed one way or the other. Steve said he would show up whenever the meetings are scheduled. Council members will come back at the November 21, 2016 meeting for additional discussion and a decision.

Council members had discussion about Resolution 2016-20 – Salary Grade Schedule. David stated concerns about having a maximum and suggested changing the wording to add something to address starting wages. Christi said she was concerned that we have people over the maximum and that we should set the maximum at those numbers. Kathy agreed that the maximum should take in what we currently have. Steve disagreed as it would set the bar much higher for the few positions. Mayor Pearse concurred with Steve's comment. Tony said he doesn't have an opinion and sees no issue with the way it is. Steve said the Resoulution was fine as it is presented.

David Simmons moved we adopted 2016-20 with the amendment to the wording stating the minimum/maximum would be the starting wage. The Mayor asked for a second, no second was given therefore the motion died.

Steve Bauer moved and Kathy Gerstner seconded to adopt Resolution 2016-20, Salary Grade Schedule with the acknowledgment we have 3 staff over the maximum for their position. Motion carried with 4 yes and 1 no.

G. Committee Reports:

Budget and Finance- Kathy Gerstner – no report

Community Development Committee- Steve Bauer said his committee will meet Wed at 6:00 instead of 7:00. Discussion will include Neighborhood Revitalization Program among other topics.

Public Health and Safety Committee- David Simmons – The committee met and discussed the draft ordinance Ed Courton provided and will meet again on November 17th, 2016 at 4:00 p.m. at City Hall.

Public Works Committee- Christi Darnell – A meeting will be set up with Public Works to discuss the patron comment regarding the township road.

Utilities Committee- Tony Brown – no report

H. City Administrator and Staff Comments

- I. Council & Mayor Comments: David asked about the sewer averaging and when it goes into effect. Brad said yes, it will go into effect immediately. David also commented he noticed there were signs in the public right-a-way and had concerns this was not following the rules. Matt Hoy said he thought the laws had changed and it is legal to have them in the right of way.

J. Adjourn

Kathy Gerstner moved and Christi Darnell seconded to adjourn the regular meeting. Motion carried with a vote of 5 yes and 0 no. Time 8:11 p.m.

Approved by the governing board on _____, 2016.

Attest:

Laura E. Hartman, City Clerk

ORDINANCE NO. 1357

AN ORDINANCE AMENDING ZONING ORDINANCE #1247 OF THE CITY OF BALDWIN CITY, KANSAS AND AS SET FORTH IN CHAPTER 16 OF THE MUNICIPAL CODE OF THE CITY OF BALDWIN CITY, KANSAS, BY AMENDING SECTIONS 1-104 (87), 25-103 (1), 26-108 (1) (C), 25-103 (8), CITY OF BALDWIN CITY, KANSAS, DOUGLAS COUNTY, KANSAS

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

SECTION 1

Zoning Ordinance #1247 of the City of Baldwin City, Kansas, and as set forth in Chapter 16 of the Municipal Code of the City of Baldwin City, Kansas be and the same is hereby amended as follows:

Section 1-104 (87) is hereby deleted in its entirety and replaced by the following text:

“Any dwelling occupied by not more than twelve (12) persons, which the dwelling is licensed by a regulatory agency of the State of Kansas. For purposes of this definition, disability shall mean:

- a. Disability: A condition, with respect to a person, which means:
 1. A physical or mental impairment which substantially limits one or more of such person’s major life activities;
 2. A record of having such an impairment; or
 3. Being regarded as having such an impairment.”

Section 25-103 (1) is hereby deleted in its entirety:

Section 26-108 (1) (c) is hereby deleted in its entirety and replaced by the following text:

“No accessory building or use shall occupy a required front yard (except basketball goals, flag poles and fence as permitted) or shall be placed closer than 3 feet to a side or rear lot line. The ground floor area of all accessory buildings shall not exceed 1,200 square feet or the residence footprint, whichever is greater. No detached structure shall exceed the height of the residence, unless approved by a conditional use permit.”

SECTION 2

Zoning Ordinance #1247 of the City of Baldwin City, Kansas, and as set forth in Chapter 16 of the Municipal Code City of the City of Baldwin City, Kansas be and the same is hereby amended as follows:

Section 25-103 (8) is hereby added to include the following paragraph:

“On corner lots, one of the two front yard setback distances may be reduced by one-half the required distance of the underlying zoning district. The Community Development Director shall make the determination, which of the two front yard setback distances may be reduced.”

SECTION 3

ADOPTED AND APPROVED by the Governing Body of the City of Baldwin City on this _____ day of _____, 2016

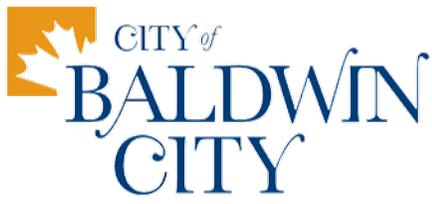
APPROVED:

Marilyn Pearse, Mayor

ATTEST:

Laura E. Hartman, City Clerk

Approved as to Form: _____
Matt Hoy, City Attorney



To: Honorable City Council members
From: Ed Courton, Community Development Director
Date: November 15, 2016
Re: Zoning Text Amendments

Petition Request:

City staff and the Planning Commission are proposing several zoning text amendments. On November 8, 2016, the Planning Commission recommended approval of all four (4) of the zoning text amendments. The proposed amendments are listed below.

Analysis:

Amendment #1:

Existing Section 25-103 (1) listed below:

25-103 Modification of Area Regulations:

1. Yards, generally:

a. Except as herein provided for accessory buildings and structures, whenever a lot abuts upon a public alley, one-half of the alley width may be considered as a portion of the required yard.

Under this Section, staff is proposing to delete this section, as it is not necessary or applicable to other sections of Code. This provision is normally associated with rear yard coverage percentage rates to limit the total size of detached buildings in the rear yard area. Since the existing Code doesn't reference any provision similar to this one, it is unnecessary and should be deleted.

Amendment #2:

Existing Section 26-108 (1) (c) listed below:

C. No accessory building or use shall occupy a required front yard (except basketball goals, flag poles and fences as permitted) or shall be placed closer than 3 feet to a side or rear lot line. The ground floor area of all accessory buildings shall not exceed 900 square feet.

Under this Section, staff is proposing to increase the maximum square footage for detached structures from 900 s.f. to 1,200 s.f. or equal to the footprint of the primary residence, whichever is larger.

The modified language is as follows:

“No accessory building or use shall occupy a required front yard (except basketball goals, flag poles and fence as permitted) or shall be placed closer than 3 feet to a side or rear lot line. The ground floor area of all accessory buildings shall not exceed 1,200 square feet or the residence footprint, whichever is greater. No detached structure shall exceed the height of the residence, unless approved by a conditional use permit.”

Amendment #3:

Staff is proposing to add a new provision to the Zoning Regulations for the purpose of reducing one of the two corner lot front yard setbacks by one-half from 30 feet currently to 15 feet, as a result of this amendment. Staff proposed the following new text:

Section 25-103 (8):

“On a corner lot, one of the two front yard setback distances may be reduced by one-half the required distance of the underlying zoning district. The Community Development Director shall make the determination, which of the two front yard setback distances may be reduced.”

Amendment #4:

This amendment is new to the discussion, but staff felt it necessary to include it, as it is time sensitive. This amendment is a change in the definition of “Group Homes” under Section 1-104 (87) to increase the total number of residents from a maximum of ten (10) to twelve (12). It has come to staff’s attention, a local business owner who operates the same facility will expand to another location and wants to increase the total number of residents to 12 to match the latest revision in Kansas Statute allowing the increase in number, as part of a State permit for such a use. Essentially, this amendment matches State Code and staff doesn’t anticipate any adverse impacts for the increase of two residents. This use is critically needed throughout the nation and staff supports this amendment.

Existing Section 12-102 (1) (17) listed below:

<p>87. GROUP HOME: Any dwelling occupied by not more than ten (10) persons, including eight (8) or fewer persons with a disability who need not be related by blood or marriage and not to exceed two (2) staff residents who need not be related by blood or marriage to each other or to the residents of the home, which dwelling is licensed by a regulatory agency of the State of Kansas. For purposes of this definition, disability shall mean:</p> <p>a. DISABILITY: A condition, with respect to a person, which means:</p> <ol style="list-style-type: none"> 1. A physical or mental impairment which substantially limits one or more of such person’s major life activities; 2. A record of having such an impairment; or, 3. Being regarded as having such an impairment. <p>Such terms do not include current, illegal use or addiction to a controlled substance, as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).</p>
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Under Section 1-104 (87) staff is proposing to revise the definition for Group Home as follows:

“Any dwelling occupied by not more than twelve (12) persons, which the dwelling is licensed by a regulatory agency of the State of Kansas. For purposes of this definition, disability shall mean:...” The remainder of the definition will remain the same.

Staff Recommendation:

City staff is recommending approval.

Decision: The City Council shall review the above-referenced zoning text amendments and shall make a final decision to either approve, modify or deny the following four (4) amendments. The City Council can either make a motion to approve all the amendments, as a group, or separate them into individual motions.



Façade & Mural Grant Program Application

Goal & Overview:

The goal of the Baldwin City Façade & Mural Grant Program is to promote and encourage the rehabilitation of commercial building facades within the historic downtown area of the community.

Through the Façade & Mural Grant Program, the City of Baldwin City will provide financial assistance, in the form of a 50/50 matching grant, to businesses and property owners for commercial building facade improvement projects. The maximum grant award available is \$5,000.00.

Eligible Properties & Guidelines:

Facade improvement projects on any commercial building within the old-town-overlay district are eligible to apply for a façade or mural grant. The interior of the building must be in sound repair and subject to the City's inspection and occupancy permits.

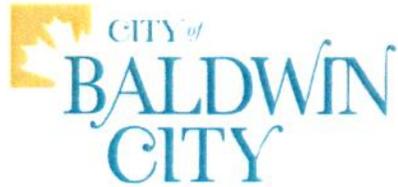
Any person(s) owning commercial property, in the eligible area described above, are able to apply for a façade & mural grant. Qualifying commercial properties include single-purpose retail and office buildings and mixed-use buildings containing combinations of retail, office, and residential apartments. Residential, government and church properties are not eligible. Furthermore, routine maintenance such as painting is NOT an eligible project. If you are a merchant located in the eligible area, but do not own the property from which you operate, you may still qualify with the property owner's consent.

Single-purpose apartment buildings are generally not eligible for grants. However, individual proposals will be considered on a case-by-case basis. Loans for single-purpose apartment buildings may be considered eligible if the applicant can demonstrate significant benefits to the preservation of historic structures, conservation, and improvement of neighborhoods, or community economic development.

For larger buildings where more than one storefront exists within the same façade, each storefront may be eligible for Façade & Mural Grant funds. The facade is the part of the building facing the street or streets. It includes the entirety of the face of the building including upper floors which often retain their original appearance.

Projects must achieve visible results that enhance Baldwin City's downtown image, marketability, and economic vitality. Façade & mural grants have the following specific objectives:

1. Assist with the preservation of historic commercial buildings and assure that such buildings are rehabilitated in a sensitive and appropriate manner.
2. Bring substandard exterior building conditions into compliance with basic health, safety, and building codes and enhance the visual appeal of downtown businesses.



Façade & Mural Grant Program Application

3. Reduce or eliminate vacancies in the core of downtown Baldwin City, and promote the adaptive reuse of commercial buildings.

Facade projects may include, but not limited to:

- Removing inappropriate or incompatible exterior finishes/materials.
- Restoring exterior finishes and materials. (Painted Brick and Stone Masonry, Painted Masonry, Architectural Metals, Stucco, Replacement of missing masonry features, Siding, Storefronts, Tuck-pointing or Brick Improvement, Ornamentation)
- Recessing/Reconfiguring of existing doors and entrances.
- Repairing or replacing existing storefront window systems.
- Awnings; new, repairs, or replacement of existing.
- Exterior Building Accent/Decorative Lighting
- Murals

Applying for a Façade & Mural Grant

Applicants for the grant shall complete an official application form and file a brief summary of the project with the City's Building, Planning, & Zoning staff. Applications will be taken at any time throughout the year, but shall always be subject to budget appropriation and may be limited at any time. Applications with signed commitments to use local contractors may be given special consideration.

Once City Building, Planning, & Zoning Staff has deemed the façade & mural grant application complete, the application will be forwarded to a subcommittee of the Baldwin City Community Development Committee for review. Following this subcommittee's review, the application will be forwarded to the Community Development Committee for a formal recommendation to be advanced to the Baldwin City Council.

Terms of the Grant:

1. City grants will be for exterior facade improvements only.
2. Grants will be made on a "first come first served" basis.
3. Maximum grant award is \$5,000.00
4. Projects that are started or completed prior to grant approval are NOT eligible.
5. Grants will be reimbursed upon receipt of the completed project. It is the property owner's responsibility to submit receipts for reimbursement.
6. The project MUST be completed within 12 months of being approved in order to be reimbursed.
7. Proceeds for the facade grants shall not be used to pay off or refinance existing debts; pay salaries of applicant's officers or employees; pay for the purchase of or down payment for real estate; or pay income, real estate or other taxes or assessments.



Façade & Mural Grant Program Application

8. The property will meet all applicable building, life safety, zoning, and maintenance codes upon project completion.
9. The City reserves the right to reject any application or expenses.
10. Recipients of grant funds shall not be eligible for another grant for at least three years after the completion of a project. All decisions of the governing body shall be final.

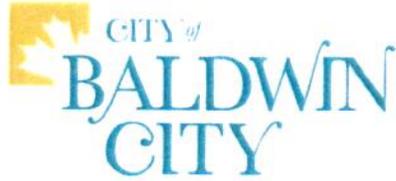
Application Process:

1. Meet with city staff of the building, planning, and zoning department to determine whether the grant is applicable to the project and if a building permit is required for the project.
2. Turn in the completed application with all required attachments.
3. Staff will review the project and application to determine eligibility. The city may request additional information if it considers the information supplied by the applicant to be insufficient.
4. Upon submission of all required information, city staff may contact the applicant to schedule a tour of the project site and building.
5. Staff will present the application to a subcommittee of the Community Development Committee for review.
6. The Community Development Committee will then forward a formal recommendation to the City Council.

I have received, read, understand, and agree to the guidelines as presented in this form.

Jeannette M Blackman 11.7.16
Applicant Signature Date

Alan Wright Member DWHH LLC 11-7-16
Building Owner Signature (if applicable) Date



Façade & Mural Grant Program Application

Applicant Information:

Applicant Name: Baldwin City Tourism Bureau and Baldwin City Chamber of Commerce,
(Jeannette Blackmar)

Business Name: NA

Street Address: 718 High Street

City: Baldwin City State: KS Zip:66006

Phone Number: 785.594.3200 Email: jeannette@baldwincitychamber.com

Building Information:

Project Address: 608 High Street, Baldwin City, KS 66006

Name of building owner (if different from above): DWHH, LLC (Alan Wright, Dave Hill, Rick Dietz)
(If building owner is different from above, then the property owner must sign this application as well.)

Building renter(s)/occupants: Casey Simoneau, Executive Title (through 11/30/16); Blake Glover,
Attorney.

Financial Information: See Appendix A. Budget

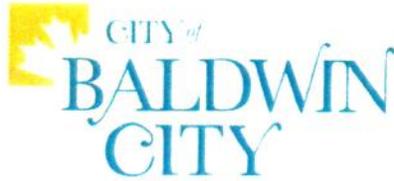
Total amount of project: \$7,760

Total grant amount applied for: \$3,000

Description of Improvements:

Describe the work to be done (City matching funds can only be used for permanent improvements):

Please see attachment



Façade & Mural Grant Program Application

Describe how owner/renter matching funds will be used:

Please see attachment

Project Timetable:

Please see attachment

Date work is to start:

Anticipated Start Early ~~May: 5/1/17~~ April 4/1/17

Date work is to be completed:

Completion No Later Than: ~~6/30/17~~ 5/30/17

Please Attach the Following:

- Copies of any written estimates for building improvements
- Drawings that show work to be done
- Exterior colors and overall paint scheme
- Pictures of building in present condition
- Signed program guidelines and application
- Completed W-9

Matching funds will be a 50/50 reimbursement with City funding not to exceed \$5,000. Funds will be paid out once all work has been completed. Invoices or receipts must be furnished for all materials and labor. Copies of the fronts and backs of cleared checks are required for auditing purposes.

Jannette M. Blackmar
Applicant Signature

11/7/16
Date

Alan Wright member D.W.H.H. 11c
Building Owner Signature (if applicable)

11-7-16
Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Baldwin City Chamber of Commerce

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ **Nonprofit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 501

6 City, state, and ZIP code
Baldwin City, KS 66006

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
OR										
Employer identification number										
7	4		-	2	8	5	4	0	7	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *James A Sean* Date ▶ *11-7-16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Description of Improvements (Project Description)

The Baldwin City Tourism Bureau and Baldwin City Chamber of Commerce request \$3,000 to implement a community participatory mural project in April 2017. **City funding would specifically be used for mural construction consisting of supplies (\$800) and a portion of the artist fee (\$2,200) for project execution, wall preparation, design construction and painting.** The improvement consists of the creation of one mural on the west side of the building located at 608 High Street (see Appendix B). This location was selected for its good condition, size, visibility and public accessibility. In terms of improvement, the creation of the mural will contribute to the beautification of downtown, give a visual voice to Baldwin City, stimulate interest in Baldwin City's rich cultural heritage for both residents and visitors and promote awareness of the *Baldwin City Community Mural Program* as the initial mural in the Program. The *Baldwin City Community Mural Program* is part of the Tourism Bureau's 2016 strategic priorities to leverage Baldwin City's rich historic and cultural heritage as a core resource to 1) instill community pride among residents; 2) increase visitors to Baldwin City and 3) train and employ local artists. See Appendix C for program overview.

Preliminary Work

Following the Tourism Bureau's January 2016 strategic planning retreat¹, a Baldwin City Community Mural Program committee was formed with the goal to create the first mural in downtown Baldwin City by a community participatory process. Committee members Lucretia Carlson, Co-Chair of the Tourism Bureau, and Jeannette Blackmar, Interim Director of the Baldwin City Chamber of Commerce, worked with project partner, the Lumberyard Arts Center, to hold a "Baldwin City Community Mural Program Workshop" on May 25 facilitated by Dave Loewenstein. A total of twenty-two (22) community members representing the City, Baker University, USD #348, Chamber, Lumberyard Arts Center, Santa Fe Historical Society, downtown businesses, downtown building owners and artists attended. The purpose of the workshop was to 1) introduce participants to the practice of community-based public art; 2) provide background information on starting a mural program in Baldwin City and; 3) gauge interest in moving a project forward. Securing community interest, three additional meetings (7/20; 8/17; 9/21) have transpired that resulted in 1) determining the location of the mural, 2) securing building owner permission; 3) determining the project timeframe; 4) determining funding sources and 5) securing lead artist commitment (Appendix D). The Committee has also promoted the *Baldwin City Community Mural Program* at a Baldwin City Rotary luncheon (6/1) and Lumberyard Artwalk (8/19). Please see Appendix E for meeting materials. Additional steps to be taken at the November 30 meeting include discussion of promotion and marketing of the project. Broad promotion, marketing and securing donations will ensue December 2016 – April 2017.

Describe the Work to be Done (Mural Implementation Overview)

The creation of a community participatory mural can be broadly thought of as a two phase process.

Phase I, design development, is an interactive process involving engagement of the community in discussions and consensus of the mural theme. Community engagement involves public

¹ Strategic priorities resulting from the January 2016 retreat were determined in reference to the 2011 Baldwin City Tourism Study and the City's 2008 Comprehensive Plan.

forums and the creation of a Design Team. For broad inclusive community participation, public forums will be held with the intent of deliberative discussion on topics such as “What makes Baldwin City unique”; “What do we value?”; “What is our cultural heritage?”; and “What is the vision for our future?”. Information from these public forums will be discussed by the Design Team, consisting of 10-15 community members, who review mural content ideas from the public forums, conduct research, sketch mural theme ideas on paper for public input and review; and provide consensus on final mural content.

Phase II, mural construction, consists of wall preparation, design construction and painting. Phase II begins with the artist, assistant and apprentice setting up a scaffolding system, preparing the wall (cleaning and priming), enlarging the mural design onto the wall by projecting the mural drawing, painting the wall with community participation and final varnish coating of the mural. The artist is responsible for overall project execution and works closely with the assistant and apprentice as well as the project coordinator in project coordination and execution.

Describe how the owner/renter matching funds will be used

Matching funds in the form of Douglas County Community Grant award (\$3,000), community donations (\$550) and Tourism Bureau (\$500) will be used for the remaining portion of the artist fee (\$2,300), the assistant fee (\$1,000), the apprentice stipend (\$500) and documentation (\$250) for implementation of Phase I, design development. In-kind administrative support for promotion and project coordination will be provided by the Chamber.

Project Timetable

The project is expected to take 15 days during April 2017 with background promotion and advertising December 2016 - April 2017. However, it’s possible due to weather and scheduling of engagement forums, the timetable could be extended from early April 2017 through May 2017. This timeframe was determined by the size of the wall (approximately 14’ feet high and 24’ long) and Dave Loewenstein’s experience with community engagement mural projects. Details are provided in Table 1.

Table 1. Mural Timetable and Activities.

Days	Activities
Pre-April	Phase I. Design Development. <ul style="list-style-type: none"> Promote and Advertise (Dec. – April); Advertise Apprentice position (March); Creation of Design Team (March) (Chamber of Commerce/Tourism)
Day 1 – 3	Phase I. Design Development. <ul style="list-style-type: none"> Community Forums
Day 4 – 8	Phase I. Design Development. <ul style="list-style-type: none"> Design Team Meetings—review community ideas; research; draw mural on paper; receive public input
Day 8 - 15	Phase II. Mural Construction.* <ul style="list-style-type: none"> Scaffolding, wall preparation, mural projection, community painting.

*Phase II, Mural Construction, is requested to be reimbursed by the City Façade and Mural Grant.

Date work is to start

Work is anticipated to start early-mid April 2017.

Date work is to be completed

Work is expected to be completed by the end of April 2017. However, depending on weather and timing of engagement forums, the project could extend into May 2017.

Appendix A. City Façade and Mural Grant Budget*

Revenues			
Sources of Project Funds	Amount	Notes	
This City Façade and Mural Grant Program	\$3,000	Requested	
Baldwin City Tourism Bureau	\$500	Secured	
Douglas County Community Foundation Grant	\$3,000	To be requested, February 1, 2017	
Community Donations	\$550	To be requested December 1, 2016 - March 2017	
Baldwin City Chamber of Commerce	\$710	Secured: In-kind administrative support - project coordination and advertising	
Total Revenues	\$7,760		
Expenses			
Expenses	Amount	Notes	
Artist Fee**	\$4,500	Responsible for overall project execution.	
Assistant Fee	\$1,000	Works directly with artist on all aspects of the project - including meeting facilitation, design and painting and project documentation.	
Apprentice Stipend	\$500	Training for local BHS student, Baker student or local artist who is interested in learning about how to organize and create community murals. Must apply. This is also a really important part of our project as it ensures that knowledge of the mural process stays with someone in the community.	
Project Coordinator	\$630	Chamber Interim ED will coordinate the project with the artist and assistant and schedule and attend public forums, design team meetings, and community mural painting periods.(\$18/hr x 35 hrs)	
Promotion/Marketing/Advertising	\$80	Baldwin City Chamber Communications Specialist will create promotional flyers and disseminate information to the public.(\$10/hr x 8 hrs)	
Wall Preparation (powerwashing and priming)**	\$100	essential for mural longevity	
Paint**	\$300	high quality acrylic paint	
Brushes & other tools**	\$100		
Scaffolding or lift**	\$250		
Varnish/Sealer**	\$50		
Documentation (professional video)	\$250		
Total Expenses	\$7,760		

* Artist, Dave Loewenstein, provided estimated project budget figures. See attached.

** Expenses requested to be reimbursed by the City Façade and Mural Grant: Supplies (\$800) and a portion of the artist fee requested (\$2,200).



Jeannette Blackmar <jeannette@baldwincitychamber.com>

RE: Chatting about cost for Baldwin City first mural

Dave Loewenstein <dloewenstein@hotmail.com>
 To: Jeannette Blackmar <jeannette@baldwincitychamber.com>

Thu, Sep 15, 2016 at 1:05 PM

Thanks Jeannette.

Judging from the photo the wall is about 14' feet high and 25' feet long. Painting will require two levels of scaffolding or an electric scissor lift. Below is a basic estimate for a 15 day project which includes all costs for design and painting.

best,

Dave

Artist fee	\$4,500
Assistant fee	1,000
Apprentice stipend	500
Wall preparation (powerwashing and priming)	100
Paint	300
Brushes & other tools	100
Scaffolding or lift	250 (or in-kind)
Varnish/Sealer	50
documentation	250 (for professional video)

Total estimate \$7,050

Appendix B. Mural Location & Dimensions. 608 High Street, Baldwin City, KS 66006.



Photo credit: Greg Bruce

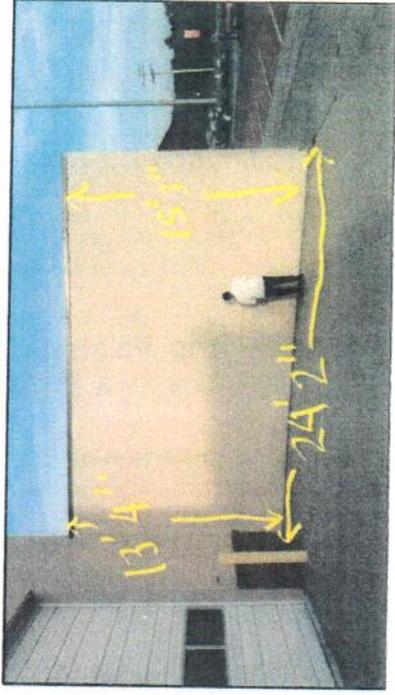


Photo credit: Greg Bruce



Photo credit: Baldwin City Chamber of Commerce

Appendix C.

Downtown Baldwin City Mural Program: A Community-Participatory Project

Purpose

The Baldwin City Tourism Bureau seeks to plan and implement a community participatory mural program as part of its 2016 strategic priorities to leverage Baldwin City's rich historic and cultural heritage as a core resource to 1) instill community pride among residents; 2) train and employ local artists and; 3) increase visitors to Baldwin City.

Background

The Tourism Bureau hired the firm, Destination Marketing Planning & Development, to conduct a tourism study for Baldwin City in 2010. A key recommendation in their 2011 plan was to "use [Baldwin City's] historic and cultural base as a way to generate visitors" by working to establish a cultural heritage tourism program. A foundational aspect of this program was the recommendation to "create a mural program depicting local historic events for Baldwin City." Other components of the cultural heritage tourism program include: joining Freedom's Frontier National Heritage Area; planning and implementing a walking tour of Baker University; producing a historic sites brochure and tour of Baldwin City and Vinland Valley; hosting an agricultural event, a Santa Fe Trail event and a bike rally through Vinland Valley. The Tourism Bureau conducted a strategic planning session in January 2016 and identified the planning and implementation of the downtown mural project as the starting point to develop a cultural heritage tourism program for Baldwin City¹.

The Mural Program Process

The 2011 Baldwin City tourism plan identified specific mural themes, five mural locations in the "downtown Market Plaza," and sources of local artists including Baker students.

However, we seek to develop a mural program that emphasizes **community engagement and collaboration** that includes a representation of arts and cultural nonprofits, local artists, residents, Baker University, USD 348, elected officials, downtown business owners and other community leaders. Fundamentally, the development of mural themes would not be pre-determined but derived through deliberative discussion focused on topics such as "Who are we?", "What is our history?", "What makes Baldwin City unique?" by Baldwin city residents, local artists and program partners. At its core, the vision for the mural program embeds identity, placemaking, community pride and heritage and creates opportunities for respectful and engaging discourse among community members. The mural program would both train local artists in the skill of mural making and employ these artists to create murals in downtown Baldwin City working in collaboration with the Baldwin community. While initially focused on downtown Baldwin City, the program could extend beyond.

To be successful, key components of planning the mural program consist of:

- **Partnership:** The Tourism Bureau seeks to partner with the Lumberyard Arts Center and the City of Baldwin City. Key stakeholders include the Baldwin City Chamber of Commerce, Economic Development Corporation, Baker University, USD 348 and downtown business owners, and local artists.

¹ The Tourism Bureau also created a historic tour committee to develop material for historic carriage ride tours and walking tours around Baker University and downtown Baldwin City.

- **Planning:** The partners with local artists will host a two hour **planning workshop** facilitated by muralist and Lawrence resident, Dave Loewenstein on May 25, 2016. Additional stakeholders are to be invited to this workshop with Dave facilitating a discussion on “community participatory mural making.” The workshop will result in assessing interest in a mural project, a refined vision for the mural project and detailed direction and funding considerations for further planning and implementation.
- **Implementation Funding:** A potential source of funding is the City’s Façade & Mural Grant program². Conversation with the City’s Community Development Committee will be initiated as well with the Economic Development Corporation. Additional grant funding may include, but not limited to: Economic Development Corporation—*Beautification Grant program*; Kansas Creative Arts Industries Commission—*Strategic Investment Program, Arts Integration Program*; National Endowment for the Arts—*Our Town*; Kansas Humanities Council—*Humanities Grant*; Freedom’s Frontier National Heritage Area—*Interpretive Grant*; BNSF Foundation Grant; National Trust for Historic Preservation – *Mainstreet America*.

Outputs and Outcomes

We envision the following outputs and outcomes to be achieved through the community-participatory mural program:

Outputs

- Implementation of cultural planning workshop(s).
- Local artists trained in the skill of mural making.
- Employment for local artists.
- Creation of downtown murals through a community participatory process.

Outcomes

- Increased community empowerment through community involvement and ownership of a local community initiative.
- Strengthened understanding and exploration of community values.
- Increased pride in place for the residents of Baldwin City.
- Development of new partnerships and strengthening trust among existing partnerships.
- Improved communication and cooperation among arts and other groups.
- Integration of culture into the larger community more effectively, increasing awareness of the potential of arts and cultural activity to contribute to community and economic development.
- Increased tourism and economic vitality to Baldwin City.
- Improved visibility of local artists, cultural workers and organizations.
- Improved access to the arts and development of larger audiences.
- Increased levels of public and private funding for culture.

²City Minutes dated 5/19/2014 state that City Council approved the creation of the grant program in 2013. The Community Development Committee recommended the approval of a grant not to exceed \$5,000 for 715 High Street. A motion was made and passed, 5-0. Glenn Rodden provided me a copy of the Mural Agreement dated 7/22/2015.

Resources

Americans for the Arts. *Cultural Planning*. <http://www.americansforthearts.org/by-topic/culture-and-communities>

Americans for the Arts. 2008. *The Arts and Civic Engagement: Strengthening the 21st Century Community: A Report on the Proceedings of the Americans for the Arts National Arts Policy Roundtable*. Sundance Preserve.

American Planning Association. 2011. *Community Engagement – How Arts and Cultural Strategies Enhance Community Engagement and Participation*. Arts and Culture Briefing Paper. Chicago: IL.

BNSF Railway Foundation. <http://www.bnsffoundation.org/how-to-apply/>

Called to Walls. <http://www.libertyhall.net/cinema/single/called-to-walls>

Erickson, David, editor. 2014. *Community Development Investment Review – Creative Placemaking*. Center for Community Development Investments 10(2) 1 – 142. San Francisco: CA.

Dave Loewenstein <http://www.davidloewenstein.com>

Destination Marketing, Planning & Development. 2011. *Baldwin City, KS Visitor and Tourism Development Plan*.

Freedom's Frontier National Heritage Area. *Interpretive Grant*. <http://www.freedomfrontier.org/Visitors/Search/?search=grants>

Kansas Creative Arts Industries Commission. *Arts Integration Program*. <http://www.kansascommerce.com/index.aspx?NID=666>

Kansas Creative Arts Industries Commission. *Strategic Investment Program*. <http://www.kansascommerce.com/index.aspx?NID=708>

Kansas Humanities Council. Humanities Grant. <http://kansashumanities.org/kansas-grants/>

National Endowment for the Arts. *OUR TOWN: Arts Engagement, Cultural Planning, and Design Projects – Grant Program Description*. <https://www.arts.gov/grants-organizations/our-town/arts-engagement-cultural-planning-and-design-projects-grant-program-description>

National Trust for Historic Preservation – *Mainstreet America*. <http://www.preservationnation.org/mainstreet/?referrer=http://mainstreet.org/#.Vst3KIwrl2Y>

Mural Making

Hartin, Debra Daly. *Creating a New Mural*. Canadian Conservation Institute. <https://www.cci-icc.gc.ca/resources-ressources/objectscollectionsobjets/art/murals-murales/creating-eng.aspx>

Williams, Bernard. *Techniques of Community Murals*. Chicago Public Art Group. http://www.cpag.net/guide/2/2_pages/2_1.htm

Appendix D

Lead Artist Commitment

740 Rhode Island, #1
Lawrence, KS 66044

November 2, 2016

To the Baldwin City Council,

It is with great enthusiasm that I write this letter of commitment and support for the Baldwin City Community Mural Project. Since my first meeting with Jeannette Blackmar last January, I have been continually impressed with her committee's high level of organization and expansive vision.

As the artist chosen to lead the first of what we hope to be many murals for the Baldwin City community, I am committed to shaping a project that includes residents at all stages of the design and painting process. Creating this public artwork together ensures that the content of the mural truly reflects the ideas, hopes and dreams of local people, while also building community pride and the potential for future projects.

My role on this project will be similar to the director of a play – I will facilitate the design process and compose the many stories into a composition that beautifully communicates the vision of the design team. I will also ensure that the mural is of the highest technical quality, from preparation of the wall to the final varnish/ sealer. Done correctly, our mural will last at least fifteen years without the need for touch-ups, and in the future if the mural does need work I am committed to leading restoration efforts.

I look forward to getting started this spring, anxious to see and hear what stories and dreams Baldwin City folks want to share. Please feel free to contact me with any questions about my work or the mural process.

Sincerely,
Dave Loewenstein

Dave Loewenstein Bio

Dave Loewenstein is a muralist, writer, and printmaker based in Lawrence, Kansas. His dynamic and richly colored community-based murals can be found across the United States and in Northern Ireland and South Korea. Loewenstein's prints, which focus on current social and political issues, are exhibited nationally and are in the permanent collections of the Museum of Modern Art in New York, Yale University, and the Center for the Study of Political Graphics in Los Angeles. He is the co-author of *Kansas Murals: A Traveler's Guide*, published by the University Press of Kansas; and is the subject of "Called to Walls," a feature length documentary that premiered in 2016. In 2014, he was named one of the founding Cultural Agents for the new U.S. Department of Arts and Culture, and in 2016 he led multiple mural projects in Brazil on a project coordinated by the Meridian Center for Cultural Diplomacy.

Dave Loewenstein
dloewenstein@hotmail.com
785-550-8531

Website

<http://www.daveloewenstein.com/>

Blog

<http://loewensteinmuraljournal.blogspot.com/>

Appendix E

BC Community Mural Project Meeting Materials

AGENDA
Baldwin City Community Mural Program Workshop
May 25, 2016
6:30 pm - 8:30 pm
Lumberyard Arts Center

- I. Welcome and Introductions - Lucretia Carlson (10 minutes)
- II. The Practice of Community-based Public Art - Dave Loewenstein (20 minutes)
 - Philosophy
 - History of Dave's work
- III. Q & A (15 minutes)

~ Break, 10 Minutes ~

Called to Walls trailer
Called to Walls produced by Nicholas Ward & Amber Hansen
<http://www.calledtowalls.com>
- IV. Introduction to the Baldwin City Community Mural Program - Jeannette Blackmar & Lucretia Carlson (15 minutes)
- V. Q & A (20 minutes)
- VI. Next Steps/Wrap-up (25 minutes)

Summary

May 25, 2016 Baldwin City Community Mural Program Meeting

Participants: Bryan Butell, Cheryl McCrary, Dan Carrington, Dennis Engle, Elaine Engle, G Bacz, Glenn Rodden, Gregg Bruce, Lisa Bruce, Laura Dickinson, Marsene Feldt, Marvin Jardon, Norma Jardon, Mary Bessey, Mike Langrehr, Pete Carr, Sandy Cardens, Sara DeCaro, Sheryl Drew, and Stacy Carrington.

Facilitator: Dave Loewenstein

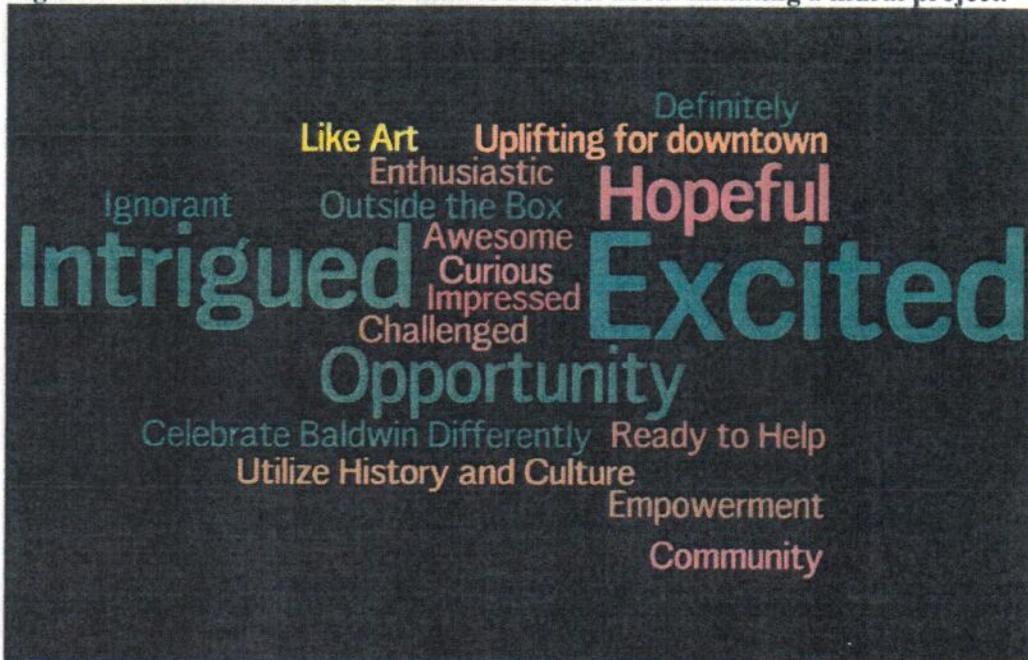
Organizers: Jeannette Blackmar and Lucretia Carlson

Report

A total of 22 individuals participated in the May 25th meeting facilitated by muralist, Dave Loewenstein. The purpose of the meeting was to 1) introduce participants to the practice of community-based public art; 2) provide background information on starting a mural project in Baldwin City and; 3) gauge interest in moving a project forward.

Lucretia welcomed and asked participants to provide "one word" to describe how they felt about a mural program in Baldwin City. The results are shown in Figure 1.

Figure 1. Words to describe how individuals feel about initiating a mural project.



Workshop evaluations (n=17) indicated strong support for a mural project with respondents indicating they felt "very excited" (n=13) or "somewhat excited" (n=4).

Dave provided a presentation on community-based public art weaving his experiences throughout. The film documentary "Called to Walls" (<http://www.calledtowalls.com/>) was viewed followed by Jeannette providing information as to how the idea of a mural project originated in Baldwin City. She explained the idea materialized in a 2011 Tourism Study funded by the Baldwin City Tourism Bureau with subsequent support from the City in the form of the "façade and mural grant program."

The last portion of the workshop was facilitated by Dave asking the following questions with discussion/input following:

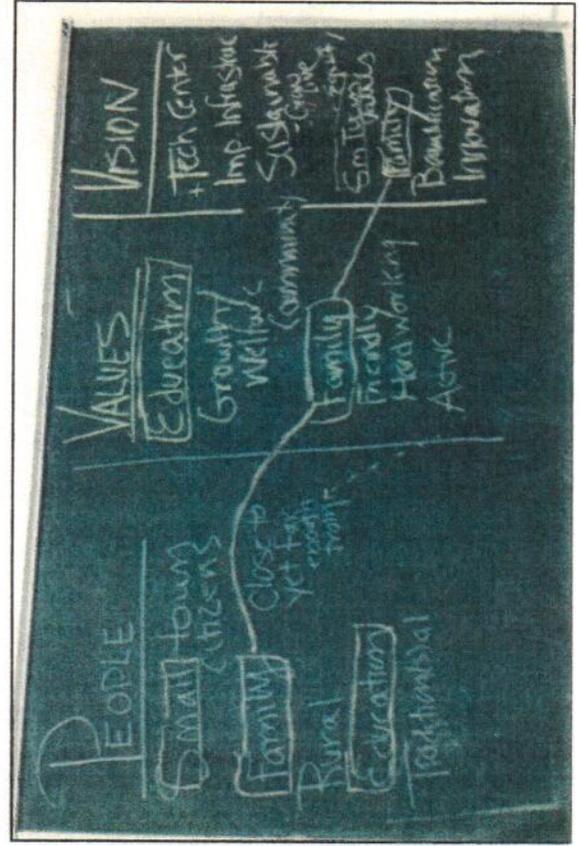
- 1) Why do you want a mural project?
 - Beautification
 - Show history
 - Attract people downtown
 - Fun/Surprise
 - Tell a story
 - Tourism
 - Pride in our heritage
- 2) Content Ideas?
 - Santa Fe Trail
 - Baker
 - Female Pharmacy
 - Women's Bridge
 - Female City Council and Mayor
 - Wagon types and Santa Fe Trail
 - City of Trees: trees can connect everything; Maple trees
 - John Brown/Battle of Blackjack
 - Signal Oak
 - Trains
- 3) How to convey these ideas in a mural?
 - Timeline
 - Heritage
 - Emotion – spirit of place
- 4) Who is the mural for? Audience?
 - All ages
 - Citizens
 - Visitors
 - Future generations
 - Baker alumni
 - Inspiring artists
- 5) Who makes the mural?
 - Everyone who can hold a brush
 - Whoever wants to
 - Willing participants
 - Students

- Me
 - Us
- 6) Who is missing?
- Kids
- 7) How to decide mood/palette?
- Community decides, developed by the participants

Dave explained the process to create a mural could vary between one day to two-three months depending on scale (integrates size of wall and funding level). Dave estimated the cost of a ten day mural project (small wall) at \$5,000 while a 2-3 month project \$25,000. A community-based mural project consists of a professional muralist to facilitate the project, a community organizer and the design team with community participation. Dave explained the design team is typically composed of 10-20 people who commit to investing significant time to the project. The team brainstorms content ideas, discussion with the public and research; word pictures are drawn up with the team writing words on the "mural" drawing on paper; taking the "mural" for public input and review; agreeing on mural content; lead artists and apprentices begin wall work with community participation to complete. The larger the size of the mural, the more time required for public input and conversation.

Next steps are intertwined including deciding on wall location, discussing funding resources, outlining a funding plan; and developing a timeline.

June 1, 2016. Rotary Meeting: Discussion facilitated by Jeannette Blackmar
 Who are we as a people? What are our community values, What is our vision for the future of Baldwin City?



AGENDA
Baldwin City Community Mural Program Meeting
July 20, 2016
6:30 pm - 7:30 pm
Lumberyard Arts Center

- I. Welcome and Introductions
- II. Overview of Mural Program to date
- III. Brainstorming: Downtown Mural Locations
- IV. Funding Possibilities
- V. Timeframe
- VI. Next Steps/Wrap-up

Notes by Jeannette Blackmar
Baldwin City Community Mural Program Meeting
July 20, 2016
6:30 pm – 7:30 pm

Attending: Meg Cundiff, Lucretia Carlson, Russell Horton, Sara DeCaro, Stacy Carrington, Stan Carrington, Amanda Grossman, Sheryl Drew, Jace Bruce, Lisa Bruce, Gregg Bruce, Jeannette Blackmar

Discussion:

- The meeting opened with welcome and introductions followed by conversation surrounding three issues: 1) downtown mural locations; 2) timeframe & activities and; 3) funding sources.
- Locations: It was decided to select a “smaller” wall located downtown for the first mural project. The reasons included less cost and timeliness of completing the first mural. Individuals will take images of locations to be discussed next meeting.
- Timeframe & Activities: It was decided to implement the first mural early spring allowing time to promote the “Baldwin City Mural Program” throughout the fall and winter as well as secure funding. Discussion stressed the importance of getting the word out about the BC mural project- creating flyer and distributing to businesses throughout Baldwin City, media exposure and using Chamber communications.
- Funding: Three sources were identified to apply for mural funding. These include the City’s Façade and Mural Grant Program, The Tourism Bureau and the Douglas County Community Foundation’s “Community Grants” (spring, February 1st deadline).

Action Items:

- Individuals will take pictures of downtown locations of possible mural locations and send them to Jeannette by August 10. Jeannette will give these to Lisa Bruce. Lisa will measure the walls, compile and print the images for our next discussion.
- Lisa Bruce will draft a promotional flyer utilizing artists from the LAC Thursday painting group.
- Lucretia Carlson will contact graphic designer, Lauren Weege, to create a logo for the BC Mural Program.
- Jeannette Blackmar will attend the DCCF Community Grant workshop, August 2, to inquire staff about the mural project and obtain feedback.
- Sheryl Drew will contact USD 348 arts faculty to spread the word about the BC mural program and inquire if faculty can embed the project as part of their fall curriculum.
- Russ Horton will inquire feasibility of offering a Baker Inter-term course focused on the BC mural program.
- TENTATIVE NEXT MEETING: Wednesday, August 17, 6:30 – 7:30 pm

AGENDA
Baldwin City Community Mural Program Meeting
August 17, 2016
6:30 pm - 7:30 pm
Lumberyard Arts Center

- I. Welcome and Introductions

- II. Overview of Mural Program to date
 - May 25 - Introductory Workshop
 - July 20 - Mural locations, Timeframe, funding, marketing/promotions

- III. Downtown Mural Location Selection
 - Discussion of Lisa Bruce's compiled downtown building images with measurements
 - If needed, stompin' around downtown to view locations

- IV. Marketing/Promotion
 - Logo update
 - Flyer update
 - LAC August Third Friday "Kids Mural Project - Picture Baldwin"

- V. Other?

- VI. Next Steps/Wrap-up

THANK YOU COMMUNITY MURAL PARTICIPANTS!

NOTES
Baldwin City Community Mural Program Meeting
August 17, 2016
6:30 pm - 7:30 pm
Lumberyard Arts Center

Attending: Guillermo Baez, Mike Langrehr, Mary Bessey, Sheryl Drew, Inge Balch, Gregg Bruce, Jeannette Blackmar

Discussion:

The meeting opened with welcome and introductions followed by conversation on downtown mural locations. The group spent an hour touring downtown Baldwin City. Images were taken of key locations. Following, participants prioritized mural locations. A prioritized compilation of downtown mural locations was created. Jeannette will contact building owner of prioritized location, 608 High Street.

NEXT MEETING: WEDNESDAY, September 21, 2016, Lumberyard Arts Center

- I. Confirm prioritized location

- II. Marketing/Promotion
 - Logo update
 - Flyer update
 - Facebook page?

NOTE: LAC August Third Friday "Kids Mural Project - Picture Baldwin"

- In partnership with the Lumberyard Arts Center Third Friday Artwalk, kids were invited to "picture Baldwin City" (see flyer attached). Approximately 15 Baldwin youth, ages ranged from 3 - 16 (plus a few adults), participated. The "murals" will be on display in the Lumberyard Arts Center classroom.



Kids Picturing Baldwin City!

When you think of your hometown, what images come to mind?

What do you love about Baldwin City?

What do you want to see happening in Baldwin City in the future?

Draw your ideas.

The finished "mural" will hang in the Lumberyard Arts Center classroom for the community to view.



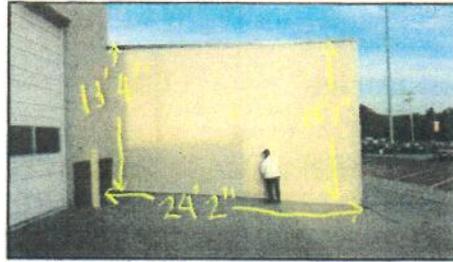
The "Kids Picturing Baldwin City" event is part of the Baldwin City Community Mural Program a partnership between the Lumberyard Arts Center, the Baldwin City Tourism Bureau, City of Baldwin City and Baldwin City Chamber of Commerce.

Agenda
Baldwin City Community Mural Program Meeting
September 21, 2016
6:30 pm - 7:30 pm
Lumberyard Arts Center

- I. Welcome and Introductions
- II. Background on 608 High Street Mural Site Selection Process



Gregg Bruce



Gegg Bruce

- III. Funding: (Appendix A. Dave Loewenstein cost estimate)
 - a. Step I: City Façade and Mural Grant Application
 - b. Tourism Bureau, \$500
 - c. Step II: DCCF Funding (deadline 2/1/17)
 - d. Other - Community Donations
- IV. Marketing/Promotion
 - Logo update
 - Flyer update
 - Facebook page?
 - Chamber website ?
- V. Future monthly meeting days & time
- VI. Photo at the Wall

AGREEMENT FOR MUNICIPAL ADVISOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of the 14 day of November, 2016 (the "Effective Date"), by and between City of Baldwin City, Kansas ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Dodd-Frank Compliance. Springsted is a Municipal Advisor as defined in Section 15B of the Securities Exchange Act of 1934 and as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For purposes of any Municipal Advisor Services rendered by Advisor, Springsted affirms that it is registered as a Municipal Advisor and in good standing with both the Securities and Exchange Commission (registration #867-00226) and the Municipal Securities Rulemaking Board (registration #K0457). The Advisor shall maintain such registration and compliance with applicable laws and regulations as they pertain to Municipal Advisors during the term of this Agreement.
2. Engagement; Duties. On the terms and conditions set forth herein, Client hereby engages Advisor as its Municipal Advisor. Advisor shall provide those services described in **Appendix A** to Client on an as-requested basis by Client; provided, however, that Advisor's obligations under this Agreement shall be expressly limited to such services. Notwithstanding the foregoing, if Client requests Advisor to provide services in connection with a particular municipal issuance-related matter and the parties agree that the services that will be required to be provided in connection therewith differ in scope from those services set forth on **Appendix A**, the parties shall negotiate a mutually agreeable set of services that will be provided by Advisor to Client. Upon the parties' agreement to a particular set of alternate services, Advisor shall deliver to Client an addendum to this Agreement (an "Addendum"). Any such Addendum shall set forth the scope of Advisor's engagement with respect to such municipal issuance-related matter, as well as any alterations to the terms of this Agreement that may have been agreed upon by the parties in connection with such alternate services.

Client authorizes its Interim City Administrator and Finance Director ("Client Representative") to discuss with Advisor the terms of any such Addendum, and authorizes Client Representative to consult with other Client staff or counsel in order to take any and all actions necessary to negotiate, receive, acknowledge or undertake any other step(s) necessary to effectuate any such Addendum on behalf of Client.

3. Compensation and Expenses. Client shall compensate the Advisor and be responsible for the payment of such expenses as set forth on, and in accordance with, **Appendix B** attached hereto. Unless otherwise noted in Appendix B, compensation shall be due to the Advisor within thirty (30) days of the invoice date. The fees set out herein shall be effective for the twelve (12) month period immediately following the Effective Date and shall extend to any service provided by the Advisor pursuant to this Agreement within said 12-month period. Thereafter, the Advisor's compensation shall be at the rates charged other similar clients as of the time a Debt Obligation is commenced.
4. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party for any reason upon thirty (30) days prior written notice to the other party. Provided, however, that a termination of this Agreement shall not relieve Client of its obligations to pay Advisor for all services rendered and reimbursable expenses incurred prior to the effective date of termination.
5. Indemnification; Sole Remedy. The Client and the Advisor each hereby agree to indemnify, defend and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error, material misstatement or omission of the indemnifying party in connection with any information provided, or the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party.

Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation, changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party.

Neither party shall be entitled to indemnification under this Agreement for Damages related to any service provided hereunder more than three years prior to the date on which a claim for indemnification is first asserted in writing and delivered to the party from which indemnification is asked.

Whenever the Client or the Advisor becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly provide written notice to the other, which shall include a description of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this section shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

6. Confidentiality; Disclosure of Information.

6.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor, or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information"), shall be deemed by the parties to be the property of the Client. Advisor may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

6.2 Advisor Information. The Client acknowledges that, in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and Client agrees that it will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor.

7. Conflicts of Interest. Client acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with Advisor and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts. In the event any conflict arises during the term of this Agreement, Advisor will promptly disclose the same. Upon receiving any additional disclosures, Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by Client Representative, specifically acknowledge the conflict(s) and, so long as Client believes that Advisor is able to appropriately manage the above-referenced conflicts, authorize Advisor to proceed with the engagement.

8. Dispute Resolution. Upon any dispute under this Agreement, and for a period of 30 days following written notice of a claim or dispute, the senior management of the parties shall first attempt to resolve the dispute informally. If informal dispute resolution is unsuccessful, within 30 days thereafter, the parties shall submit the matter to non-binding mediation before a mutually agreed, certified, neutral third party mediator. If the parties cannot agree upon a mediator, the matter shall be submitted to the American Arbitration Association, Commercial Mediation Division, for selection of a mediator. The parties shall share the cost of the mediator and pay their own mediation expenses and attorney fees. If mediation is unsuccessful, the parties may pursue all available legal and equitable remedies.

9. Miscellaneous.

- 9.1 No Underwriting Participation. The Advisor shall not during the term of this Agreement directly or indirectly engage in the underwriting of any securities issuance.
- 9.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 9.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 9.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.
- 9.5 Governing Law. The parties agree and acknowledge that any action brought for breach of this Agreement or to enforce any of its provisions shall be brought in Douglas County District Court, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
- 9.6 Change in Laws or Regulations. The parties agree and acknowledge that changes in law or regulations issued by federal or state authorities may affect the terms of this Agreement. If there are any changes in law or regulations made after the date of this Agreement, the Client agrees to amend this Agreement if required, to maintain compliance with all applicable laws and regulations. Unless stated otherwise in this Agreement, Advisor may amend this agreement at any time by providing thirty (30) days advance written notice to Client. If no objection is made by the client within thirty (30) days following delivery of such notice, Advisor will assume Client's inactivity constitutes consent.
- 9.7 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 9.8 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

City of Baldwin City, KS
803 8th Street, P.O. Box 86

Baldwin City, Kansas 66006

Attention: Brad Smith, Finance Director

If to the Advisor, to:

Springsted Incorporated
380 Jackson Street, Suite 300

Saint Paul, MN 55101-2887

Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED INCORPORATED

Brad Smith
Print Name

Finance Director
Title

Bonnie Matson
Print Name

Principal
Title

APPENDIX A OF AGREEMENT BETWEEN

City of Baldwin City, Kansas

AND

Springsted Incorporated

Effective as of November 14, 2016

SCOPE OF SERVICES

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan or plans for a particular Project that may be available and appropriate for such Project.
4. Recommend to the Client a plan for any Project.
5. Advise the Client on current market conditions, federal, state or other law considerations, and other general information and economic data that might be relevant to any Project.
6. Assist Client in coordinating the activities between various parties to any Project as needed.
7. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to a Project. Services that may be procured may include, but are not limited to: general counsel; special tax counsel; credit facilities; credit rating; and engineering or design services.
8. Assist with the review of all documents, including but not limited to any governing body resolutions, purchase agreement, and any other relevant documents.
9. Assist the Client with other components of a Project as requested and agreed upon.
10. Coordinate with the proper parties and oversee the completion of each Project.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to any Transaction.
2. Survey the financial resources of the Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues.
3. Assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds, or other type of financing alternatives that may be available and appropriate for the particular issuance ("Debt Obligations").

4. Recommend to the Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
5. Advise the Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.
6. Assist the Client in the analysis of and the selection of a credit rating firm or Firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
7. Advise the Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of the Advisor, such credit enhancements would be advantageous to the Client.
8. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
10. Assist with the review of all financing documents, including but not limited to the preliminary and final offering statement, any governing body resolutions, purchase agreement, and any official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

C. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, Advisor shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. In carrying out its duties, the Advisor shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form/s with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation;

Client agrees to timely provide the Advisor with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;
 - b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;

- e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition;
4. Any other information necessary for the Advisor to make the calculations required for the specified Debt Obligation.

D. Continuing Disclosure Services

Upon receipt of written authorization from the Client to proceed, Advisor shall, based on the information supplied thereby, assist Client in satisfying its obligations for specified Debt Obligations under any applicable continuing disclosure undertaking executed by and requiring the Client to provide certain financial information and operating data and timely notices of the occurrence of certain events determined to be significant to investors. Such assistance will include the following for each specified Debt Obligation:

- 1. Compile, as needed, and file an annual report according to the continuing disclosure undertaking (the "Undertaking") executed by Client pursuant to SEC Rule 15c2-12(b)(5) for the Debt Obligation(s) for submission by Client to the Municipal Securities Rulemaking Board (MSRB) and the State Information Depository (SID), as applicable. The annual report will generally include:
 - a) An annual audited financial statement to be prepared by Client's accountants.
 - b) Updates of certain specified operating and financial data if not included in the annual audited financial statement.
- 2. Monitor through periodic requests for information, the significant events listed in the Undertaking and assist, as necessary, in the drafting and filing of a significant event notice relative thereto.
- 3. Advisor will furnish a receipt of filing for any continuing disclosure filing made within 30 days after its submission to the MSRB.

Client agrees to provide the Advisor with accurate information with respect to compiling the annual report in a timely manner and to fully disclose to Advisor any significant events as they occur.

APPENDIX B OF AGREEMENT BETWEEN

City of Baldwin City, Kansas

AND

Springsted Incorporated

Effective as of November 14, 2016

A. COMPENSATION FOR SERVICES RELATING TO CLIENT'S DEBT OBLIGATIONS

1. a. General obligation debt:
 - \$7 per \$1,000 for the first \$2,500,000 of bonds issued
 - \$1 per \$1,000 for amounts over \$2,500,000 of bonds issued
 - Minimum bond issuance fee - \$12,500
- b. Temporary notes:
 - Base fee \$7,500
 - \$0.50 per \$1,000
- c. The foregoing schedule shall include the Advisor's services through closing of a Debt Obligation. If the Advisor performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in paragraph B of this appendix.
- d. A single Debt Obligation with multiple financing plans is charged per plan with a discount of \$4,000 per plan applied after the first plan.
- e. Non ad valorem supported debt and advance refunding shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f. Debt Obligations dependent on successful referenda shall be compensated at 1.10 times the fee set out in paragraph 1.a. above.
- g. In the event it is necessary for the Advisor to repeat Debt Obligation services because of events beyond the Advisor's control, the Advisor shall be compensated for such repetitive services at the hourly rates set out in the foregoing paragraph B. of this Appendix. The Advisor shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and the Advisor.
- h. The Advisor's fees shall be payable as follows:
 - (i) For a Debt Obligation, fees shall be contingent upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, the Advisor shall be paid the amount which it would have been due upon closing.
 - (ii) If an issuance does not close for a reason that is beyond the control of the Client and without fault of the Client, then the Advisor shall be compensated at one-half the amount which would have been due upon closing.
 - (iii) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.
 - (iv) If a Client Debt Obligation is abandoned for any reason and the Advisor is without fault for such abandonment, the Advisor shall be paid a fee in the amount that would have been due if the Advisor's services to the point of abandonment had been charged at the hourly rate set out in paragraph B. herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to the Advisor of abandonment or

whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and the Advisor.

2. The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

B. HOURLY RATES FOR NON-DEBT ISSUANCE RELATED SERVICES

Principal, Senior Officer	\$260
Senior Professional Staff	\$215
Professional Staff.....	\$160
Associates	\$ 75

C. ARBITRAGE AND REBATE MONITORING SERVICES

1. Fees for arbitrage services shall be as applied as follows:
 - a. \$1,500 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
 - b. \$1,500 for the first year, plus \$400 for each additional year up to a five year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, the Advisor will notify the Client if compliance with the arbitrage provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made and it is accepted by the Client, the Advisor will perform monitoring activities for a fee of \$400 for annual monitoring or \$850 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitrage services.
3. If (i) separate information for each Debt Obligation is not provided, (ii) Advisor is required to perform allocations of investments among funds, or (iii) the Advisor is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B.

D. CONTINUING DISCLOSURE SERVICES

Report preparation and filing per type of obligation:

- a. Full disclosure report created by Advisor, \$1,300, plus \$200 each debt obligation
- b. Full or limited disclosure official statement with updated data that can be referenced, \$0, plus \$200 each debt obligation
- c. Full disclosure all operating data included within CAFR, \$600, plus \$200 each debt obligation
- d. Limited disclosure, \$600, plus \$200 each debt obligation

E. EXPENSES AND HOURLY FEES

Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.

APPENDIX C OF AGREEMENT BETWEEN

City of Baldwin City, Kansas

AND

Springsted Incorporated

Effective as of November 8, 2016

CONFLICTS OF INTEREST

Contingent Fee. The fees to be paid by the Client to Springsted are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because Springsted may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Springsted may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Springsted manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entity clients which require it to put the interests of the Client ahead of its own and its duty of fair dealing that it owes to obligated person clients which require it to deal fairly with all persons.

Affiliated Entities and Subsidiaries. Springsted's wholly owned subsidiary, Springsted Investment Advisors Incorporated ("SIA") may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Springsted may act as solicitor for and recommend the use of SIA, but Client shall be under no obligation to retain SIA or to otherwise utilize SIA relative to Client's investments. The fees paid with respect to investments are based in part on the size of the issuance proceeds and Springsted may have incentive to recommend larger financings than would be in the Client's best interest. Springsted will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains SIA's services and adherence to Springsted's fiduciary duty and/or fair dealing obligations to the Client.

Springsted's wholly owned subsidiary, Waters & Company, Incorporated ("Waters"), may provide services to the Client in connection with human resources consulting, including, but not limited to, executive search and community survey services. In such instances, such services will be provided under a separate engagement, for an additional fee. Certain executives of the Client may have been hired after utilizing the services of Waters and may make decisions about whether to engage the services of Springsted. Notwithstanding the foregoing, Springsted may recommend the use of Waters, but Client shall be under no obligation to retain Waters or to otherwise utilize Waters relative to the Client's activities. Springsted will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship and adherence to Springsted's fiduciary duty to the Client.

No additional conflicts of interest have been identified by Springsted. To the extent any such material conflicts of interest arise after the date of this disclosure document, Springsted will provide information with respect to such conflicts in the form of a supplement to this disclosure.

LEGAL OR DISCIPLINARY EVENTS

Springsted is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Springsted is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Springsted. Pursuant to MSRB Rule G-42, Springsted is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Springsted or the integrity of its management or advisory personnel. There are no criminal actions, regulatory

actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Springsted. Copies of Springsted filings with the United States Securities and Exchange Commission ("SEC") can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Springsted Incorporated or for our CIK number which is 1613940.

Arbitrage Monitoring Services

Authorization to Engage Services

Pursuant to the Agreement for Arbitrage Monitoring Services ("Agreement") by and between City of Baldwin City, Kansas ("Client") and Springsted Incorporated ("Advisor") effective November 14, 2016, Client wishes to retain the services of the Advisor to provide arbitrage calculations required by Section 148 of the Internal Revenue Service Code and related U.S. Treasury regulations with respect to the following Debt Obligation(s):

Bond Issue	Closing Date	Frequency
\$1,290,000 General Obligation Bonds, Series 2007-A	10/10/2007	5th Year
\$2,205,000 General Obligation Refunding and Improvement Bonds, Series 2007-B	10/10/2007	5th Year
\$1,125,000 General Obligation Bonds, Series 2012	6/15/2012	5th Year
\$7,165,000 General Obligation Refunding and Improvement Bonds, Series 2013A	3/19/2013	5th Year
\$5,890,000 General Obligation Electric Utility System Refunding Bonds, 2014-A	8/5/2014	5th Year
\$2,100,000 General Obligation Refunding and Improvement Bonds, Series 2015-A	6/18/2015	5th Year
\$3,155,000 General Obligation Bonds, Series 2015-B	12/10/2015	5th Year

Acceptance:

FOR CLIENT

SPRINGSTED INCORPORATED

Brad Smith

Print Name

Finance Director

Title

Bonnie Matson

Print Name

Principal

Title

Continuing Disclosure Services

Authorization to Engage Services

Pursuant to the Agreement for Continuing Disclosure Services (“Agreement”) by and between the City of Baldwin City, Kansas (“Client”) and Springsted Incorporated (“Advisor”) effective November 14, 2016, Client wishes to retain the services of the Advisor to provide continuing disclosure services required by Securities and Exchange Commission Rule 15c2-12(b)(5) for submissions to the Municipal Securities Rulemaking Board with respect to the following Debt Obligation(s):

- \$1,125,000 General Obligation Bonds, Series 2012
- \$7,165,000 General Obligation Refunding and Improvement Bonds, Series 2013A
- \$5,890,000 General Obligation Electric Utility System Refunding Bonds, Series 2014-A
- \$2,100,000 General Obligation Refunding and Improvement Bonds, Series 2015-A
- \$3,155,000 General Obligation Bonds, Series 2015-B

Acceptance:

FOR CLIENT

SPRINGSTED INCORPORATED

Brad Smith

Bonnie Matson

Print Name

Print Name

Finance Director

Principal

Title

Title