



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
November 07, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Justin Smith ____ John Welch ____

III. OPENING PRAYER: Dr. Robert Lindsted

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION:

A. Veteran's Day - November 11, 2023

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Approve the Minutes of the October 17, 2023 City Council regular meeting.

B. Approve the Minutes of the October 25, 2023 special City Council meeting.

C. Approve the Minutes of the October 30, 2023 special City Council meeting.

Action: Motion to (approve / table / deny) the Consent Agenda as (listed / amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-20 in the amount of \$1,982,442.94.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 23-20.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES: None

- X. CITIZEN CONCERNS:** *If you wish to speak please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.*

XI. REPORTS

- A. Council Member Reports**
- B. Mayor's Report**
- C. City Attorney Report**
- D. City Manager Report**

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2023A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto.**

Action: Motion to (approve / deny / table) An Ordinance Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2023A, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax For The Purpose Of Paying The Principal Of And Interest On Said Bonds As They Become Due; Authorizing Certain Other Documents And Actions In Connection Therewith; And Making Certain Covenants With Respect Thereto and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

- B. Consideration of A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2023A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. 708 Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.**

Action: Motion to (approve / deny / table) A Resolution Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2023A, Of The City Of Bel Aire, Kansas, Previously Authorized By Ordinance No. 708 Of The Issuer; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2023B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.

Action: Motion to (approve / deny / table) A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2023B, Of The City Of Bel Aire, Kansas; Providing For The Levy And Collection Of An Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of Accepting and Filing the Aurora Park Gravel Roads Task Force Drainage Report and Speed Reduction Report dated October 19, 2023.

Action: Motion to (accept and file / deny / table) the Aurora Park Gravel Roads Task Force Drainage Report and Speed Reduction Report.

Motion _____ Second _____ Vote _____

E. Consideration of selecting an Owners Representative for potential future city infrastructure projects. PEC and Burns & McDonnell submitted RFQ's.

Action: Motion to (accept the Request for Qualifications from _____ and authorize staff to negotiate an agreement / reject all proposals / table this item).

Motion _____ Second _____ Vote _____

F. Consideration of action on Charter Ordinance #24. This relates to city legal publications.

Action: Motion to (rescind Charter Ordinance #24 / uphold Charter Ordinance #24 and schedule a special election).

Motion _____ Second _____ Vote _____

G. Consideration of a Proposal from Fire Protection Systems to remove and replace the double check backflow preventers in Bel Aire's water pump house.

Action: Motion to (accept / deny / table) the proposal from Fire Protection Systems to remove and replace the double check backflow preventers in Bel Aire's water pump house at a cost not to exceed \$42,110.00, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

H. Consideration of a Quote from Axon Enterprise, Inc. for the purchase of the Axon cameras and related equipment.

Action: Motion to (accept / deny / table) the Quote from Axon Enterprise, Inc. for the purchase of the Axon cameras, docks, cables, warranties, storage, and license at the cost of \$84,454 with the payment to be spread over 60-months, and authorize the mayor to sign.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

A. Executive Session

Action: Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, Bond Counsel and Assistant City Manager. The meeting will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) p.m.

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

A. Workshop – November 21 at 6:30 pm?

B. Regular Meeting on November 19th?

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

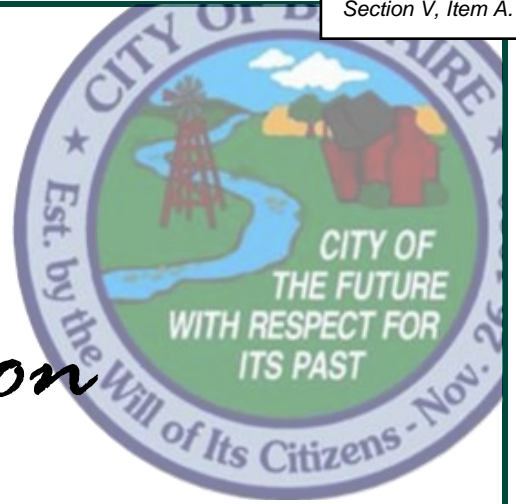
A. Treasurer Report-3rd Qtr 2023

B. UAC Agenda 11-8-23

C. Manager's Report – November 7, 2023

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at www.belaireks.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.



Proclamation

Veterans Day 2023

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, Veterans Day has its origins in the November 11, 1918 armistice which brought World War I to a conclusion; and

WHEREAS, The Allied victory in World War I affirmed the strength of great nations acting together for high purposes; and

WHEREAS, The people of the United States caused through their elected representatives the designating of November 11 as a federal legal holiday which in 1954 became officially known as Veterans Day; and

WHEREAS, Veterans Day continues to be celebrated and commemorated with solemn observances in honor of all Americans who have served their country in times of war and conflict; and

WHEREAS, The courage, honor, sacrifice, and dedication which veterans of the United States armed forces have displayed in the cause of justice, freedom, and democracy are most worthy of recognition; now,

THEREFORE, I Jim Benage, Mayor, do hereby call upon all citizens to commend America's veterans and observe with solemn pride November 11, 2023 to be celebrated as Veterans Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 7th day of November, 2023.

Jim Benage, Mayor





MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
October 17, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were City Manager Ty Lasher, City Attorney Maria Schrock, Assistant City Manager Ted Henry, City Engineer Anne Stephens, Director of Public Works Marty McGee, City Clerk Melissa Krehbiel, and Bond Counsel Kevin Cowan of Gilmore and Bell, P.A.

III. OPENING PRAYER: John Barkett provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION:

A. Red Ribbon Week - October 23rd through 31st

Mayor Benage read and signed the proclamation.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Approve Minutes of the October 3, 2023 City Council meeting.

B. Accept a Petition for Water Main Improvements on Webb Rd - 53rd Street to 1/2 Mile North.

C. Approve A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Main Improvements/North Webb Road).

MOTION: Councilmember Smith moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-19 in the amount of \$885,555.84.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance No. 23-19. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

IX. CITY REQUESTED APPEARANCES: None

X. CITIZEN CONCERNS: No one spoke.

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg reported she attended the annual conference for the League of Kansas Municipalities (LKM) and the most recent meeting of the Bel Aire Chamber of Commerce, where Senator Carolyn McGinn was the featured speaker. She noted that Fall Fest will be held on Saturday.

Councilmember Smith and Councilmember Davied reported they also attended the LKM conference.

Councilmember Dehn reported that he attended the LKM conference, the Bel Aire Chamber of Commerce monthly meeting, and a meeting with Wichita USD 259 officials and Mayor Benage regarding pedestrian crossings and safe routes to schools. Tomorrow, he plans to attend an event hosted by the Wichita Metropolitan Planning Organization (WAMPO). He encouraged citizens to attend upcoming Bike-Walk events.

B. Mayor's Report

Mayor Benage reported he recently attended the LKM conference, the Kansas Economic Outlook Conference hosted by WSU, and the meeting with Wichita USD 259 officials concerning safe routes to schools. On October 5th, he attended the KDOT Local Consult meeting in Newton. KDOT will hold another local Consult meeting tomorrow at WSU; he encouraged citizens to attend and offer input on K-254.

C. City Attorney Report

City Attorney Maria Schrock gave a brief update on the SAFER Coalition hearing with the Kansas Corporation Commission (KCC), regarding energy rates for municipalities. A final decision by the KCC is expected in December.

D. City Manager Report

City Manager Ty Lasher gave a brief presentation about Bel Aire’s Charter Ordinance No. 24 and a related protest petition that was recently filed. The petition requires a special election be

held. City Manager Lasher briefly reviewed the possible cost, dates, and options for holding the special election. The Council will consider the options at their first meeting in November.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Authorizing The Offering For Sale Of General Obligation Bonds, Series 2023A And General Obligation Temporary Notes, Series 2023B, Of The City Of Bel Aire, Kansas.

MOTION: Councilmember Smith moved to approve the Resolution Authorizing The Offering For Sale Of General Obligation Bonds, Series 2023A And General Obligation Temporary Notes, Series 2023B, Of The City Of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

B. Consideration of a Reassessment Agreement with Bayside Development for drainage improvements in lots 1-8, Block 1, Sunflower Commerce Park 2nd Addition.

MOTION: Councilmember Hamburg moved to approve the Reassessment Agreement with Bayside Development for drainage improvements in lots 1-8, Block 1, Sunflower Commerce Park 2nd Addition, and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 5-0.*

C. Consideration of a Reassessment Agreement with Sham Way, LLC (Bel Aire Lakes).

MOTION: Councilmember Davied moved to approve Reassessment Agreement with Sham Way, LLC (Bel Aire Lakes) and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

D. Consideration of a contract For Engineering Services with Certified Engineering Design, P.A. for Webb Rd Water Main.

MOTION: Councilmember Dehn moved to approve the contract For Engineering Services with Certified Engineering Design, P.A. for Webb Rd Water Main and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

E. Consideration of accepting a quote from JCI in the amount of \$39,500 to replace a Floserve pump with a new Flygt Chopper Pump.

MOTION: Councilmember Smith moved to accept the quote from JCI for a replacement Flygt Chopper Pump at a cost not to exceed \$42,000 for pump and shipping and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

XIII. EXECUTIVE SESSION

Mayor Benage requested a change to the agenda. He requested that the Executive Session with Neil Gosch be held first, then the other executive sessions should follow.

A. Executive Session

MOTION: Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, Assistant City Manager, City Engineer and Neil Gosch. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:20 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 8:24 Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Dehn moved to extend the executive session for a period of 15 minutes returning to Council Chambers at 8:40 p.m. Councilmember Hamburg seconded the motion. *Motion carried 4-0*, with Councilmember Smith absent from the vote.

The Council then returned to executive session. At 8:45 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

B. Executive Session

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, and City Attorney. The meeting will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 9:05 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 9:07 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

C. Executive Session

MOTION: Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of: non-elected personnel pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters related to non-elected personnel. Invite the City Manager and City Attorney. The meeting will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 9:30 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 9:30 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

XIV. DISCUSSION AND FUTURE ISSUES

A. Special Meeting – October 25, 2023

Councilmembers briefly discussed the agenda for a special City Council meeting to be held on October 25, 2023.

MOTION: Councilmember Welch moved to Instruct the City Attorney to request Park City and Bel Aire schedule mediation between the two cities to find common ground for an agreement addressing the concerns and request of each city related to Chisholm Creek Utility Authority (CCUA). Councilmember Smith seconded the motion. ***Motion carried 5-0.***

XV. ADJOURNMENT

MOTION: Councilmember Smith moved to adjourn. Councilmember Davied seconded the motion. ***Motion carried 5-0.***



**MINUTES
SPECIAL CITY COUNCIL
MEETING**

**7651 E. Central Park Ave, Bel Aire, KS
October 25, 2023 6:00 PM**



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were City Manager Ty Lasher, City Attorney Maria Schrock, and City Engineer Anne Stephens.

III. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Executive Session

MOTION: Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer and Neil Gosch. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 6:16 p.m. Councilmember Smith seconded the motion.

Motion carried 5-0.

The Council then recessed into executive session. At 6:19 p.m., Mayor Benage called the meeting to order in open session and state that no binding action had been taken.

MOTION: Councilmember Davied moved to extend the executive session for an additional 10 minutes with the open meeting to resume in Council Chambers at 6:30 p.m. Councilmember Hamburg seconded the motion. ***Motion carried 4-1***, with Councilmember Welch voting against the motion.

The Council then recessed into executive session. At 6:33 p.m., Mayor Benage called the meeting to order in open session and state that no binding action had been taken.

B. Executive Session

MOTION: Councilmember Smith moved to go into Executive Session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client

relationship. Invite the City Manager and City Attorney. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 6:48 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

The Council then recessed into executive session. At 6:48 p.m., Mayor Benage called the meeting to order in open session and state that no binding action had been taken.

MOTION: Councilmember Smith moved to extend the executive session for an additional 15 minutes with the open meeting resuming in Council Chambers at 7:04 p.m. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

- C. **Consideration of taking action regarding response to the KDHE consent order received by CCUA.**
- D. **Consideration of taking such action as may be deemed necessary regarding sanitary sewer treatment services for the City of Bel Aire.**

Mayor Benage stated that Items C and D would be removed from the agenda.

E. **Executive Session**

MOTION: Councilmember Hamburg moved to go into Executive Session for the sole purpose of discussing the subject of: non-elected personnel pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters related to non-elected personnel. Invite the City Manager and City Attorney. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 7:40 p.m. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

The Council then recessed into executive session. At 7:43 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Welch moved to extend the executive session for 15 minutes to 7:58 p.m. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

The Council then returned to executive session. At 8:02 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Smith moved to extend the executive session for an additional 10 minutes with the open meeting resuming in Council Chambers at 8:12 p.m. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

The Council then returned to executive session. At 8:12 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

IV. **ADJOURNMENT**

MOTION: Councilmember Welch moved to adjourn. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***



MINUTES SPECIAL CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS
October 30, 2023 6:30 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 6:30 p.m.

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, John Welch. Also present were City Attorney Maria Schrock, Assistant City Manager Ted Henry and Special Counsel J.T. Klaus.

Special Counsel J.T. Klaus read aloud the entire "Request for Special Council Meeting".

III. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to go into Executive Session for the sole purpose of discussing the subject of: non-elected personnel pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters related to non-elected personnel. The Executive Session will include the City Attorney and Special Counsel. The Assistant City Manager is to be invited to a portion of said Executive Session. The Executive Session will be for a period of 60 minutes, and the open meeting will resume in City Council Chambers at 7:33 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 7:33 p.m., Mayor Benage called the meeting to order in open session.

MOTION: Councilmember Smith moved to extend the executive session for an additional 60 minutes. The Assistant City Manager is invited to this portion of the Executive Session. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

The Council then returned to executive session. At 8:35 p.m. Mayor Benage called the meeting back to order in open session.

MOTION: Councilmember Smith moved to take a 5-minute recess. Councilmember Welch seconded the motion. *Motion carried 5-0.*

At 8:40 p.m., following the recess, Mayor Benage called the meeting to back to order in open session.

MOTION: Councilmember Welch moved to extend the executive session for an additional 20 minutes. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

The Council then returned to executive session. At 9:01 p.m. Mayor Benage called the meeting back to order in open session.

MOTION: Councilmember Welch moved to extend the executive session for an additional 20 minutes. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

The Council then returned to executive session. At 9:22 p.m. Mayor Benage called the meeting back to order in open session.

IV. ADJOURNMENT

MOTION: At 9:22 p.m., Councilmember Welch moved to adjourn. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

CITY OF BEL AIRE		
AP ORD 23-20		
Vendor and Payroll Checks 10/10-10/30/23		
ACTION BUSINESS FORMS	PD:500 TOW WARNING LABELS	\$ 291.20
AFLAC	EMPLOYEE MONTHLY PREMIUM	\$ 854.44
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$ 156.00
AIRGAS	CYLINDER LEASE RENEWAL	\$ 174.72
AMAZON	OFFICE SUPPLIES/EQUIPMENT	\$ 1,403.59
ANDALE READY MIX CENTRAL	BARRICADES-STORMWATER CONTROL	\$ 160.00
APPEL, DEBORAH	REIMBURSEMENT	\$ 13.48
AT&T - U-VERSE	INTERNET BACKUP	\$ 150.00
ATLAS ELECTRIC LLC	CH/PD LIGHTING,LIFT STATION	\$ 3,068.09
ATWOOD	GRASS SEED	\$ 202.97
BANK OF NEW YORK	541071:10/23 O&M /DEBT SVC	\$ 195,118.69
BARDAVON HEALTH INNOVATIO	EMPLOYEE BACKGROUND CHECKS	\$ 220.00
BEALL & MITCHELL, LLC	10/23 JUDGE TERRY BEALL	\$ 1,237.98
BENAGE, JAMES	JUN-SEP'23 MILEAGE/MEAL REIMB	\$ 792.69
BERGKAMP CONSTRUCTION	53RD ST GRAVEL RD	\$ 42,938.48
BERGKAMP, PETER	METER HYDRANT RENTAL REFUND	\$ 100.00
BLUE CROSS AND BLUE SHIEL	11/23 ID:0421210	\$ 47,506.33
BLUEMONT HOTEL	KACM CNF-NYGAARD	\$ 236.32
BRADY	CH:JANITORIAL SUPPLIES	\$ 438.24
CENTRAL SAND COMPANY	9.91 TON SHREDDED TOPSOIL	\$ 201.59
CHARLIES CAR WASH LLC	FLEET CAR WASH	\$ 100.00
CHENEY DOOR COMPANY, INC	PW:GATE REPAIR	\$ 583.32
CHISHOLM CREEK UTILITY AU	10/23 CUA CONTINGENCY	\$ 5,820.00
CITY PRINT OFFSET SALES	MUNI COURT ENVELOPES	\$ 194.00
CMW	CH UNIT 31 REPLACE BLOWER MOTOR	\$ 1,023.02
COUNTRYSIDE LAWN & TREE C	FALL FERTILIZING	\$ 1,688.92
COX COMMUNICATION:WATER T	I.T.BACKUP:WATER TOWER	\$ 154.95
COX COMMUNICATIONS:CH	INTERNET/PHONE SVC	\$ 862.17
COX COMMUNICATIONS:CONSTR	REIMB-DAMAGE	\$ 862.97
COX COMMUNICATIONS:PBWRKS	INTERNET/PHONE SVC	\$ 224.59
COX COMMUNICATIONS:REC	INTERNET/PHONE SVC	\$ 193.31
CULLIGAN OF WICHITA	WATER SERVICE	\$ 59.65
DELTA DENTAL PLAN OF KANS	10/23 MONTHLY PREMIUM	\$ 2,786.79
DIGITAL OFFICE SYSTEMS	PD:KONICA C300i COPIER OVERAGE	\$ 32.13
DILLONS	FUNERAL FLOWERS, SR MEAL	\$ 174.79
DOLLAR GENERAL #21238	STAFF MEETING	\$ 27.95
DUNKIN	KP&F DEPARTMENT MEETING	\$ 45.12
ECITY TRANSACTIONS, LLC	09/23 ONLINE PYT SERVICE	\$ 450.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 1,124.00
ENVISION MANAGEMENT LLC	RIGHT OF WAY ACQUISITION	\$ 13,770.00
EQUIPMENTSHARE.COM INC	STUMP GRINDER	\$ 276.64
EVANS, TANISHA	WITNESS FEE	\$ 10.00
EVERGY - FUND/DEPT BILLIN	ELEC SVC:PUBLIC AREAS	\$ 89.83

EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 7,855.75
FELIX'S LANDSCAPING & IRR	REC:IRRIGATION REPAIR	\$ 660.00
FENSKE, RACHEL	REFUND FALL FESTIVAL VENDOR	\$ 40.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 49,610.25
FIRESTONE	FLEET MAINTENANCE #32	\$ 5,142.17
GALLS, LLC	PD UNIFORMS/SUPPLIES	\$ 1,464.08
GARVER	CEDAR PASS,53RD, BRISTOL HOLLOW, SKYVIEW	\$ 77,058.38
GLOCK	OFFICER GIBSON TRAINING	\$ 250.00
GOVERNMENT FINANCE OFF	GFOA:BUDGET TRAINING	\$ 35.00
GRAFIX SHOPPE	PD #38 & #39 GRAPHICS	\$ 1,212.87
GRAINGER	PW:MATERIALS SUPPLIES	\$ 133.27
HAMBURG, EMILY	LKM CONF MIL DIFFERENCE	\$ 15.72
HASTY AWARDS	REC PROGRAM AWARDS	\$ 639.07
HAWKS INTER-STATE PESTMAS	10/23:PEST CONTROL:REC, CH	\$ 174.52
HAYNES EQUIPMENT	5800 SAMPLER (115VAC) W/HEATER	\$ 10,855.00
IMAGINE IT, INC	COMPUTER SUPPORT, 2 COMPUTERS	\$ 12,798.04
IMLA-INTERNATIONAL MUNICI	WEBINAR FOR CONSTRUCTION LAW	\$ 49.00
INDEED JOBS	INDEED JOBS	\$ 32.00
INFOSEND	UTILITY BILLS/LATE NOTICES/INSERTS	\$ 1,981.91
INSITUFORM	PARKVISTA/LAWN TERR SEWER LINING	\$ 102,240.71
INTERLINGUAL INTERPRETING	COURT SERVICES	\$ 241.27
IRONCLAD ENVIRONMENTAL	PORTABLE PUMP RENTAL:53RD LS	\$ 9,324.68
ISEMAN, PETE	PHOTOS OF WOODLAWN DAMAGE	\$ 650.00
JCI INDUSTRIES, INC.	DIAGNOSE/REPAIR 53RD LIFT ST	\$ 1,810.00
KANSAS GAS-CH	GAS SVC:CH	\$ 123.75
KANSAS GAS-MAINT SHOP4103	GAS SVC:MAINT SHOP	\$ 97.40
KANSAS GAS-POOL	GAS SVC:POOL	\$ 48.70
KANSAS GAS-PUMPHOUSE 4105	GAS SVC:PUMPHOUSE	\$ 48.49
KANSAS GAS-REC	GAS SVC:REC	\$ 94.24
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:418 FOR 09/23	\$ 501.60
KANSAS PAVING	BRISTOL HOLLOW PH2 PAVING	\$ 317,807.59
KANSASLAND TIRE # 9584	BACKHOE TIRE REPAIR	\$ 30.00
KANZA CO-OPERATIVE ASSOC	BULK FUEL	\$ 3,399.33
KNOLLAS PIZZA	SENIOR LUNCH	\$ 120.75
KS ASSOC OF CODE ENFORCEM	KACE CONF. - GARRETT	\$ 200.00
KS DEPT H/E:ANALYTICAL SV	3RD QTR 2023 ANALYTICAL SVC	\$ 746.00
KS DEPT OF LABOR:EMPLYMNT	3RD QTR 2023 UNEMPLOYMENT	\$ 712.28
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 8,583.01
KS DEPT REVENUE:TAXATION	WATER FEES	\$ 6,898.64
KS PUBLIC EMPL RETIRE SYS	KPERS	\$ 32,087.84
KS TREASURER - COURT FEES	COURT FEES	\$ 3,835.00
LASHER, TY	RENTAL CAR/BAGGAGE FEE (ICMA)	\$ 502.74
LEAGUE OF KS MUNICIPALITI	2023 KS LOCAL GOV LAW (HEIM)	\$ 715.84
LEASE FINANCE PARTNERS	36822QT:10/23:PD COPIER	\$ 141.38
LOGO DEPOT	STAFF APPAREL	\$ 94.30
MARTIN PRINGLE	WICHITA HOOPS BANKRUPTCY	\$ 95.50

MCCOSKEY, CRAIG A	CONTRACT MOWING	\$ 400.00
MCDONALD TINKER PA	LEGAL:COUNCIL	\$ 1,575.00
MENARDS WICHITA EAST KS	DRAIN REPAIR CENTRAL PARK	\$ 64.49
MIKE JOHNSON SALES, INC.	MUNICIPAL COURT REMINDERS	\$ 126.14
NORLAB INC	TOILET DYE PACKETS	\$ 318.00
NOWAK CONSTRUCTION CO INC	CIPP PROJECT	\$ 17,300.00
OAK & PIE	EMPLOYEE APPRECIATION LUNCH	\$ 120.93
OLDENETTEL THOMAS	LEADERSHIP TRAINING	\$ 59.00
OREILLY AUTO PARTS	NEW BATTERY FOR 350 DUMP TRUCK	\$ 223.56
OVERHEAD DOOR CO OF WICHA	PW GATE REPAIR	\$ 606.75
PACE ANALYTICAL SERVICES	SW:SUSPENDED SOLIDS TESTING	\$ 445.40
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 483.42
PEARSON MATERIALS	12.95 TON ASPHALT	\$ 220.15
PEC	COBA WA & SW SUPPLY/TREATMENT	\$ 20,501.25
PITNEY BOWES	POSTAGE	\$ 500.00
PIVOLOCITY	PROCESSES CONSULTING	\$ 2,500.00
PIXEL CNTR	CH CHRISTMAS LIGHTS	\$ 158.50
PUBLIC WORKS & UTILITIES	28,296,000 GAL:09/05-10/05/23	\$ 136,362.14
QUILL CORP	TAX FORMS	\$ 197.66
RANSOM, ISAIAH	WITNESS FEE	\$ 10.00
RUSTY ECK FORD PARTS & SE	#34 WINDOW REPAIR & WARRANTY	\$ 195.42
SAMS CLUB	OFFICE SUPPLIES/EQUIP, CONCESSIONS	\$ 1,017.29
SEDG CO DEPT FINANCE/JAIL	09/23 PRISONER HOUSING FEES	\$ 71.55
SEDG CO REGISTER OF DEEDS	SHAM WAY/BAYSIDE DEV RESPREAD	\$ 144.00
SEH INC	174083 BELA SUNFLOWER COM PK	\$ 169,780.00
SEWING & EMBROIDERY WORKS	STAFF APPAREL, EMBROIDERY	\$ 595.00
SIMPLE CLEAN	11/23 JANITORIAL SVC:CH	\$ 2,824.60
SITEONE LANDSCAPE S	GRASS SEED WA LINE PROJECT	\$ 189.38
SKEENS CONSULTING	APPRAISAL SERVICES-53RD ST	\$ 5,600.00
SOD SHOP	EGG ROCK CH	\$ 1,175.00
SPECTRUM PROMOTIONAL PROD	PADFOLIOS-ALL STAFF	\$ 2,112.98
STEPHENS, ANNE	PER DIEM KSPE CONF:STEPHENS	\$ 306.32
SUGAR LLAMAS	DONUTS FOR DEPT MEETING	\$ 27.57
SUMNERONE	COPIER CONTRACTS, TONER	\$ 620.82
SUN LIFE FINANCIAL - VOLU	11/23 VOLUNTARY LIFE PYMNT	\$ 608.66
SUPERIOR SERVICE COMPANY	PW PRESSURE WASHER	\$ 184.31
SYDNEY MARTENS	RESTITUTION FOR CASE 22BA0806	\$ 150.00
TARGET SOLUTIONS	PD: ANNUAL INTERNET ACCESS/SUPPORT	\$ 1,132.95
TCS TRAFFIC CONTROL SERV	PD DURANGOSx2	\$ 86,670.00
TELEDYNE INSTRUMENTS	53RD ST LIFT STATION SAMPLER SUPPLIES	\$ 836.01
THE HOME DEPOT #2204	SHOP TOOLS & SUPPLIES	\$ 721.82
THI PHAM	REFUND:UB OVERPYT	\$ 342.56
TRANSYSTEMS	INTEGRA SITE ACCESS TRANS PLAN	\$ 20,795.15
TREE TOP NURSERY A	CONTRACT MOWING	\$ 850.95
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 6,642.66
UNDERGROUND VAULTS & STOR	DOCUMENT SHREDDING	\$ 35.00
UNRUH EXCAVATING	SUNFLOWER COMM PARK OVERLOT &	\$ 231,360.52

USPS	SHIP WATER SAMPLES	\$ 41.65
UTILITY MAINTENANCE CONTR	HYDRANT 4800 GLENDALE. WATER SVCx8	\$ 22,050.00
UTILITY SERVICE CO., INC	WATER TWRS MAINT CONT-ANNUAL	\$ 56,409.50
WALMART	COUNCIL SNACKS, REC CONCESSIONS	\$ 212.68
WASTE CONNECTIONS, INC-UB	09/23 RECYCLE OR TRASH SVC	\$ 43,211.40
WEX BANK	FLEET FUEL	\$ 3,481.22
WHJB/SB LEAGUE	LEAGUE FEES 4 TEAMS	\$ 320.00
WICHMAN, GARRETT	REIMBURSEMENT	\$ 5.00
WILLIAMS JANITORIAL SUPPL	JANITORIAL SUPPLIES REC	\$ 107.17
ZERO9 SOLUTIONS LLC	TASER EQUIP:GREENWOOD	\$ 44.99
PAYROLL CHECKS	PAYROLL CHECKS ON 10/11/2023	\$ 74,622.17
PAYROLL CHECKS	PAYROLL CHECKS ON 10/25/2023	\$ 76,124.14
	CLAIMS TOTAL	\$ 1,982,442.94

[Signature]
OCT 31 2023

Gilmore & Bell, P.C.
10/27/2023

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY OF BELAIRE OF
THE CITY OF BEL AIRE, KANSAS
HELD ON NOVEMBER 7, 2023**

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

Absent:

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

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2023A, dated November 28, 2023, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

The Governing Body reviewed and considered the bids, and it was found and determined that the bid of [____], [____], was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**.

There was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF
GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF BEL AIRE,
KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL
TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON
SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER
DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING
CERTAIN COVENANTS WITH RESPECT THERETO.**

Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body as follows:

Yea: _____

Nay: _____

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. [____], was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF BEL AIRE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

Yea: _____

Nay: _____

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS

Dated: November 28, 2023
Series 2023A
Good Faith Deposit: \$110,800

Sale Date: November 7, 2023
9:30 A.M., Central Time
Max Interest Rate: []%

BIDDERS

GOOD FAITH DEPOSIT				
INTEREST RATES:				
2025	%	%	%	%
2026	%	%	%	%
2027	%	%	%	%
2028	%	%	%	%
2029	%	%	%	%
2030	%	%	%	%
2031	%	%	%	%
2032	%	%	%	%
2033	%	%	%	%
2034	%	%	%	%
2035	%	%	%	%
2036	%	%	%	%
2037	%	%	%	%
2038	%	%	%	%
2039	%	%	%	%
2040	%	%	%	%
2041	%	%	%	%
2042	%	%	%	%
2043	%	%	%	%
2044	%	%	%	%
TOTAL INTEREST COST:	\$	\$	\$	\$
PREMIUM:	\$()	\$()	\$()	\$()
DISCOUNT:	\$	\$	\$	\$
NET INTEREST COST:	\$	\$	\$	\$
TRUE INTEREST COST:	%	%	%	%

EXHIBIT B
(BID OF PURCHASER)

Gilmore & Bell, P.C.
10/27/2023

ORDINANCE NO. []

OF

THE CITY OF BEL AIRE, KANSAS

PASSED

NOVEMBER 7, 2023

**GENERAL OBLIGATION BONDS
SERIES 2023A**

(PUBLISHED IN THE *ARK VALLEY NEWS* ON NOVEMBER 9, 2023)

ORDINANCE NO. [__]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF BEL AIRE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Bel Aire, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the Governing Body of the City (the “Governing Body”) has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

Project Description	Res. No.	Authority (K.S.A.)	Amount*
<i>Bristol Hollows Phase 1</i>			
Drainage	R-20-01	K.S.A. 12-6a01 <i>et seq.</i>	\$685,034.35
Street	R-20-02	K.S.A. 12-6a01 <i>et seq.</i>	468,172.85
Sanitary Sewer	R-20-03	K.S.A. 12-6a01 <i>et seq.</i>	287,911.98
Water Distribution	R-20-04	K.S.A. 12-6a01 <i>et seq.</i>	133,528.49
<i>Central Park 3rd Addition Phase 2</i>			
Paving	R-20-05	K.S.A. 12-6a01 <i>et seq.</i>	358,326.65
Sanitary Sewer	R-20-06	K.S.A. 12-6a01 <i>et seq.</i>	184,536.06
Water Distribution	R-20-07	K.S.A. 12-6a01 <i>et seq.</i>	95,035.52
<i>Rock Spring Addition Phase 7</i>			
Paving	R-20-12	K.S.A. 12-6a01 <i>et seq.</i>	334,377.11
Sanitary Sewer	R-20-13	K.S.A. 12-6a01 <i>et seq.</i>	66,839.54
Water	R-20-14	K.S.A. 12-6a01 <i>et seq.</i>	66,788.07
<i>Woodlawn Avenue Improvements</i>	R-17-20, R-20-16 and R-23-__	Charter Ordinance No. 19	2,789,393.33

*Excludes some finance and interest costs
; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least \$[5,469,943.63*], with \$2,680,055.06 of said cost to be paid by the owners of the property within the City benefited by the Improvements and the balance of said cost to be paid by the City at large, and the owners of the property benefited by the Improvements have paid \$0 in cash into the City Treasury on

account of the Improvements; [that in addition to the foregoing costs, there is an additional \$[_____] in Bond capitalized interest cost]; [and that there is \$[_____] available from bid premium for the Bonds to pay part of said cost], leaving \$5,540,000* to be paid for by the issuance of general obligation bonds; and

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$5,540,000* of its general obligation bonds to pay the costs of the Improvements; and

WHEREAS, the governing body of the City has advertised the sale of the Bonds and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BEL AIRE OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 14-570, K.S.A. 14-571, and Charter Ordinance No. 19, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City's General Obligation Bonds, Series 2023A, dated November 28, 2023, authorized by this Ordinance.

“City” means the City of Bel Aire, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Governing Body” means the Governing Body of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Notes” means, jointly, the Series 2020A Notes maturing in the year 2023, in the aggregate principal amount of \$1,985,000, and the Series 202C Notes maturing in the year 2023, in the aggregate principal amount of \$3,195,000.

“Series 2020A Notes” means the City's General Obligation Temporary Notes, Series 2020A, dated June 15, 2020.

“Series 2020C Notes” means the City's General Obligation Temporary Renewal and Improvement Notes, Series 2020C, dated November 10, 2020.

“State” means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2023A, of the City in the principal amount of \$5,540,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay costs of issuance of the Bonds; (c) retire the Refunded Notes; and (d) pay interest on the Bonds to November 1, 2024.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the Governing Body on November 7, 2023 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on November 7, 2023; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *The Ark Valley News* on November [__], 2023.

DATED: November 7, 2023.

Clerk

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(PUBLISHED IN *THE ARK VALLEY NEWS* ON NOVEMBER [__], 2023)

SUMMARY OF ORDINANCE NO. [____]

On November 7, 2023, the governing body of the City of Bel Aire, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF BEL AIRE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2023A Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 7651 E. Central Park Ave., Bel Aire, Kansas 67226. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.belaireks.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 7, 2023.

City Attorney

Gilmore & Bell, P.C.
10/27/2023

RESOLUTION NO. [_____]

OF

THE CITY OF BEL AIRE, KANSAS

ADOPTED

NOVEMBER 7, 2023

**GENERAL OBLIGATION BONDS
SERIES 2023A**

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EXHIBIT A – FORM OF BONDS A-1

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RESOLUTION NO. [____]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF BEL AIRE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;
and

WHEREAS, the Ordinance authorized the Governing Body of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$5,540,000* to pay costs of the Improvements; and

WHEREAS, Resolution Nos. R-17-20 and R-20-16 of the Issuer authorized certain Woodlawn Avenue improvements referenced in the Ordinance and the issuance of general obligation bonds to finance the costs thereof, and the Issuer hereby finds and determined that it is necessary and advisable to increase the cost and authorized Bond amount for the Woodlawn Avenue improvements, including fees, right-of-way acquisition, utility relocation and construction, rail, landscaping, paving and storm sewer, and inspection, to \$2,860,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BEL AIRE OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 14-570, K.S.A. 14-571, and Charter Ordinance No. 19, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer, Topeka, Kansas and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2023A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Bel Aire, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Consulting Engineer” means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2023A created pursuant to **Section 501** hereof.

“Dated Date” means November 28, 2023.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2023A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve-month period ending on December 31.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the Governing Body of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2023A created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be May 1 and November 1 of each year, commencing May 1, 2024.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Kroll” means Kroll Bond Rating Agency, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Kroll” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

7651 E. Central Park Ave.
Bel Aire, Kansas 67226
Fax: (316) 744-3739

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[_____]

[_____]

Fax:

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

Fitch Ratings
One State Street Plaza
New York, New York 10004

Kroll Bond Rating Agency
845 Third Avenue, 4th Floor
New York, New York 10022

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, Topeka, Kansas and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$[_____] [, less an underwriting discount of \$[_____] [, less an original issue discount of \$[_____]].

“Purchaser” means [_____] [, _____], the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Notes” means, jointly, the Series 2020A Notes maturing in the year 2023, in the aggregate principal amount of \$1,985,000, and the Series 202C Notes maturing in the year 2023, in the aggregate principal amount of \$3,195,000.

“Refunded Notes Paying Agent” means the paying agent for each series of the Refunded Notes as designated in the Refunded Notes Resolutions, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Redemption Date” means December 1, 2023.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2020A Notes” means the City's General Obligation Temporary Notes, Series 2020A, dated June 15, 2020.

“Series 2020C Notes” means the City's General Obligation Temporary Renewal and Improvement Notes, Series 2020C, dated November 10, 2020.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

[“**20__ Term Bonds**” means the Bonds scheduled to mature in the year 20__.]

[“**20__ Term Bonds**” means the Bonds scheduled to mature in the year 20__.]

[“**20__ Term Bonds**” means the Bonds scheduled to mature in the year 20__.]

[“**Term Bonds**” means collectively the 20__ Term Bonds, the 20__ Term Bonds and the 20__ Term Bonds.]

“**Treasurer**” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$5,540,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay costs of issuance of the Bonds; (c) retire the Refunded Notes; and (d) pay interest on the Bonds to November 1, 2024.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

<u>Stated Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>		<u>Stated Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2025	\$185,000	[]%		2035	\$270,000	[]%
2026	190,000	[]%		2036	285,000	[]%
2027	200,000	[]%		2037	295,000	[]%
2028	205,000	[]%		2038	310,000	[]%
2029	215,000	[]%		2039	325,000	[]%

2030	225,000	[]%		2040	335,000	[]%
2031	230,000	[]%		2041	355,000	[]%
2032	240,000	[]%		2042	370,000	[]%
2033	250,000	[]%		2043	390,000	[]%
2034	260,000	[]%		2044	405,000	[]%

[TERM BONDS

Stated Maturity
November 1

Principal
Amount

Annual Rate
of Interest

[]%

[]%

[]%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such

Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated October 31, 2023, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on November 1 in the years 2032, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on November 1, 2031, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[Mandatory Redemption.] [(a) 20__ Term Bonds. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Year
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*Final Maturity]

[(b) 20__ Term Bonds. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such 20__ Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
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*Final Maturity]

[(c) 20__ Term Bonds. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such 20__ Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
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*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Bonds, Series 2023A.
- (b) Debt Service Account for General Obligation Bonds, Series 2023A (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2023A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance (\$[____]) shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds (\$[____]) shall be deposited in the Improvement Fund. Of this amount, \$[____] will be used to pay interest on the Bonds to and including the November 1, 2024 Interest Payment Date.

Section 503. Application of Moneys in the Improvement Fund; Redemption of Refunded Notes. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements; (b) retiring the Refunded Notes; and (c) paying interest on the Bonds to and including the November 1, 2024 Interest Payment Date. Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of the Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of the Bond Resolution. Upon completion of the Improvements, redemption of the Refunded Notes, and payment or funding of interest on the Bonds to and including the November 1, 2024 Interest Payment Date, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Necessary moneys in the Improvement Fund shall be paid and transferred to the Refunded Notes Paying Agent, and applied to the payment of the Refunded Notes on the Refunded Notes Redemption Date.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States : (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the

purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than 30 days prior to the first Interest Payment Date, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair

any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may

be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

CONTINUING DISCLOSURE

Section 1001. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Bonds and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Purchaser has certified that the Bonds are being issued in denominations of \$100,000 or more; and (b) the Bonds are being sold to no more than thirty-five persons, each of whom the Purchaser reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Bonds.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1102. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution

shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1103. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1104. Woodlawn Avenue Improvement Authorization Increase. The costs of the Woodlawn Avenue Improvements, including fees, right-of-way acquisition, utility relocation and construction, rail, landscaping, paving and storm sewer, inspection and associated financing costs, which are now approximately \$2,860,000, shall be payable in whole or in part, by the issuance of general obligation bonds of the Issuer under the provision of K.S.A. 14-570 and K.S.A. 14-571, as amended by Charter Ordinance No. 19 of the Issuer, and K.S.A. 12-101 *et seq.* This authorization amends and supplements the authorization provided in Resolution Nos. R-17-20 and R-20-16.

Section 1105. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly

mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1106. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1107. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1108. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1109. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1110. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on November 7, 2023.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on November 7, 2023, as the same appears of record in my office.

DATED: November 7, 2023.

Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED
NUMBER

REGISTERED
\$

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF BEL AIRE
GENERAL OBLIGATION BOND
SERIES 2023A

Interest	Maturity	Dated	CUSIP:
Rate:	Date:	Date: November 28, 2023	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Bel Aire, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 of each year, commencing May 1, 2024 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month

next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2023A,” aggregating the principal amount of \$5,540,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, K.S.A. 14-570, K.S.A. 14-571, and Charter Ordinance No. 19 of the Issuer, and K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the

Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF BEL AIRE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2023A, of the City of Bel Aire, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

[illegible]

The undersigned, Clerk of the City of Bel Aire, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of November 28, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas

Gilmore & Bell, P.C.
10/27/2023

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$5,540,000*

CITY OF BEL AIRE, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2023A**

DATED NOVEMBER 28, 2023

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

\$5,540,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023A
DATED NOVEMBER 28, 2023

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Bonds”), and distributed as follows:

1. City of Bel Aire, Kansas (the “Issuer”)
2. Attorney General of the State of Kansas
3. State Treasurer, Topeka, Kansas (the “Paying Agent”)
4. [____], [____] (the “Original Purchaser”)
5. Columbia Capital Management, LLC, Merriam, Kansas (the “Municipal Advisor”)
6. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Bristol Hollows Phase 1 - Drainage Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-01
 - Resolution No. R-20-01 authorizing drainage improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-01
2. **Bristol Hollows Phase 1 - Street Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-02
 - Resolution No. R-20-02 authorizing street improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-02

3. **Bristol Hollows Phase 1 – Sanitary Sewer Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-03
 - Resolution No. R-20-03 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-03

4. **Bristol Hollows Phase 1 – Water Distribution System Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-04
 - Resolution No. R-20-04 authorizing water distribution system improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-04

5. **Central Park 3rd Addition Phase 2 – Paving Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-05
 - Resolution No. R-20-05 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-05

6. **Central Park 3rd Addition Phase 2 – Sanitary Sewer Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-06
 - Resolution No. R-20-06 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-06

7. **Central Park 3rd Addition Phase 2 – Water Distribution System Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-07
 - Resolution No. R-20-07 authorizing water distribution system improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-07

8. **Rock Spring Addition Phase 7 – Paving Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-12
 - Resolution No. R-20-12 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-12

9. **Rock Spring Addition Phase 7 – Sanitary Sewer Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-13
 - Resolution No. R-20-13 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-13

10. **Rock Spring Addition Phase 7 – Water Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-14
 - Resolution No. R-20-14 authorizing water improvements (recorded)
 - Affidavit of Publication of Resolution No. R-20-14

11. **Woodlawn Avenue Improvements**
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Charter Ordinance No. 19
 - Charter Ordinance No. 19
 - Affidavit of Publication of Charter Ordinance No. 19
 - Certificate of No Protest
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-17-20
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-20-16
 - Resolution No. R-17-20 authorizing Woodlawn Avenue improvements
 - Resolution No. R-20-16 authorizing remainder of Woodlawn Avenue improvements
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-[]
 - Resolution No. R-23-[] increasing bond authorization for Woodlawn Avenue improvements

SPECIAL ASSESSMENT PROCEEDINGS

12. Excerpt of Minutes of the governing body meeting accepting the following documents:
 - Statement of Final Costs
 - Assessment Roll Certification
 - Notice of Public Hearing
 - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
13. Affidavit of Publication – Notice of Public Hearing
14. Certificate of Mailing – Notice of Public Hearing
15. Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. 706
16. Ordinance No. 706 levying special assessments
17. Summary of Ordinance No. 706 and Affidavit of Publication of Ordinance No. 706
18. Certificate of Mailing – Notice of Assessment
19. Certificate of Treasurer – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

20. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-2023-19
21. Resolution No. R-2023-19 authorizing the offering for sale of the Bonds
22. Notice of Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
23. Affidavit of publication of the Summary Notice of Sale in the *The Ark Valley News*
24. Affidavit of publication of the Summary Notice of Sale in the *Kansas Register*
25. Official Statement
26. Continuing Disclosure Undertaking
27. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser, passage of Ordinance No. [] and adoption of Resolution No. []
28. Ordinance No. [] authorizing the issuance of the Bonds

- 29. Summary of Ordinance No. [] and Affidavit of publication of Summary of Ordinance No. []
- 30. Resolution No. [] prescribing the form and details of the Bonds

CLOSING DOCUMENTS

- 31. Transcript Certificate
 - Exhibit A* – Statement of Costs
 - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
- 32. Uniform Facsimile of Signature Certificates
- 33. Authorization of State Treasurer to use facsimile signature and seal
- 34. Specimen Bond and Bond Printer's Certificate
- 35. Agreement Between Issuer and Agent
- 36. DTC Documents
 - Blanket Letter of Representations
 - Underwriting Safekeeping Agreement
- 37. Rating Letter
 - Standard & Poor's
- 38. Closing Certificate
- 39. Federal Tax Certificate with attachments as follows:
 - Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
 - Exhibit B* – Receipt for Purchase Price
 - Exhibit C* – Receipt and Representation
 - Exhibit D* – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures]
 - Exhibit E* – Sample Annual Compliance Checklist
 - Exhibit F* – Sample Final Written Allocation
 - Exhibit G* – Allocation of Sources and Uses
 - Schedule 1* – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

- 40. Approving legal opinion of Gilmore & Bell, P.C.
- 41. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

- 42. Closing Letter

* * * * *

Gilmore & Bell, P.C.
10/27/2023

TRANSCRIPT CERTIFICATE

\$5,540,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023A
DATED NOVEMBER 28, 2023

The undersigned Mayor and Clerk of the City of Bel Aire, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above-described bonds (the “Bonds”); and do hereby certify as of November 7, 2023, as follows:

- 1. Meaning of Words and Terms.** Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.
- 2. Organization.** The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.
- 3. Transcript of Proceedings.** The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.
- 4. Newspaper.** The *Ark Valley News* was the official newspaper of the Issuer at all times during these proceedings.
- 5. Meetings.** All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.
- 6. Incumbency of Officers.** The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Series 2023A</u>		
<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Jim Benage	Mayor	12/2019 to 12/2023
Greg Davied	Councilmember	12/2021 to 12/2025
Tyler Dehn	Councilmember	06/2022 to 12/2023
Emily Hamburg	Councilmember	05/2022 to 12/2023
Justin Smith	Councilmember	01/2018 to 12/2025
John Welch	Councilmember	03/2020 to 12/2025
Melissa Krehbiel	City Clerk	N/A

Series 2020A & 2020C

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Jim Benage	Mayor	11/2019 to 11/2021
Jeff Elshoff	Councilmember/President	11/2017 to 11/2021
Justin Smith	Councilmember	11/2017 to 11/2021
Joel Schroeder	Councilmember	11/2019 to 11/2023
Diane Wynn	Councilmember	11/2017 to 11/2023
John Welch	Councilmember	03/2020 to 11/2021
Melissa Krehbiel	Clerk	N/A

Charter Ordinance No. 19

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
David Austin	Mayor	04/2013 to 04/2017
Guy MacDonald	Councilmember	04/2013 to 04/2017
Peggy O'Donnell	Councilmember	04/2005 to 04/2017
Ramona Becker	Councilmember	04/2013 to 04/2017
Betty Martine	Councilmember	04/2013 to 04/2019
Diane Wynn	Councilmember	11/2015 to 04/2017
Stacey Cook	Clerk	09/20/2016 to N/A
Jamie Hayes	Clerk	01/2013 to 09/20/2016

7. Execution of Bonds. The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq* or executed in accordance with K.S.A. 16-1601 *et seq*. A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 14-570, K.S.A. 14-571, and Charter Ordinance No. 19, and K.S.A. 12-6a01 *et seq.*, as amended, Ordinance No. [] and Resolution No. [] of the Issuer duly adopted by the Governing Body of the Issuer on November 7, 2023 (collectively the “Bond Resolution”) for the purpose of paying costs of issuance and:

- (a) paying costs of certain internal improvements (the “Improvements”).
- (b) retiring on December 1, 2023 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the “Refunded Notes”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Dates</i>	<i>Amount</i>
General Obligation Temporary Notes	2020A	June 15, 2020	December 1, 2023	\$1,985,000
General Obligation Temporary Renewal and Improvement Notes	2020C	November 10, 2020	December 1, 2023	3,195,000

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. A Statement of Cost is attached hereto as *Exhibit A* and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Bonded Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as *Exhibit B* and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2023 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$85,144,838
Tangible Valuation of Motor Vehicles	<u>11,760,538</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$96,905,376

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Bonds, Series 2023A, Dated November 28, 2023, of the City of Bel Aire, Kansas

Sources of Funds:	
Principal Amount of the Bonds	\$5,540,000*.00
Available funds of the Issuer	
Underwriter's Discount	
Original Issue Premium	
Total	
Uses of Funds:	
Deposit to Improvement Fund - Improvements	
Deposit to Improvement Fund – Refunded Notes	
Deposit to Improvement Fund – Capitalized Interest	
Costs of Issuance	
Total	

EXHIBIT B**CITY OF BEL AIRE, KANSAS**

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of November 28, 2023)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Date of Indebtedness	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
General Obligation Bonds, Series 2014A	7/30/2014	10/1/2034	\$1,100,000	\$665,000	\$205,485 (30.90%)
General Obligation Refunding Bonds, Series 2015A	5/05/2015	11/1/2027	5,390,000	1,250,000	370,250 (29.62%)
Taxable General Obligation Refunding Bonds, Series 2015B	5/05/2015	11/1/2027	575,000	160,000	94,864 (59.29%)
General Obligation Refunding and Improvement Bonds, Series 2015D	11/24/2015	11/01/2036	3,960,000	2,765,000	16,314 (0.59%)
Taxable General Obligation Refunding and Improvement Bonds, Series 2015E	11/24/2015	11/01/2036	220,000	155,000	0 (0%)
General Obligation Bonds, Series 2016A	11/22/2016	11/01/2037	2,820,000	1,925,000	990,605 (51.46%)
General Obligation Bonds, Series 2017A	11/21/2017	11/01/2038	5,545,000	4,285,000	2,522,580 (58.87%)
General Obligation Bonds, Series 2019A	11/21/2019	11/01/2040	6,060,000	5,335,000	2,864,895 (53.70%)
Taxable General Obligation Refunding Bonds, Series 2019B	11/21/2019	11/01/2029	1,430,000	890,000	890,000 (100%)
General Obligation Refunding and Improvement Bonds, Series 2020B	11/10/2020	11/01/2041	3,650,000	2,795,000	1,210,515 (43.31%)
General Obligation Refunding Bonds, Series 2021A	07/06/2021	11/01/2034	5,135,000	4,265,000	1,503,839 (35.26%)
General Obligation Bonds, Series 2021C	12/07/2021	11/01/2041	2,440,000	2,255,000	0 (0%)
General Obligation Bonds, Series 2022A	09/27/2022	11/01/2043	3,635,000	3,635,000	1,357,983 (37.36%)
General Obligation Bonds, Series 2023A*	11/28/2023	11/01/2044	5,540,000*	5,540,000*	1,1475,745* (21.22%)
	Total			\$35,920,000	\$13,203,075

*This Issue

TEMPORARY NOTES

Description of Indebtedness	Date of Indebtedness	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
General Obligation Temporary Notes, Series 2020A**	06/15/2020	12/01/2023	\$1,985,000	\$0	--
General Obligation Temporary Notes, Series 2020C**	11/10/2020	12/01/2023	3,195,000	\$0	--
General Obligation Temporary Notes, Series 2021A	07/06/2021	12/01/2024	9,850,000	9,850,000	4,148,744 (42.11%)
General Obligation Temporary Notes, Series 2022B	09/27/2022	12/01/2025	9,085,000	9,085,000	2,584,683 (28.45%)
General Obligation Temporary Notes, Series 2023B	11/28/2023	12/01/2026	6,850,000*	6,850,000*	2,765,000* (40.37%)
	Total			\$25,785,000	\$9,498,430

**To be retired as of November 28, 2023 by This Issue

Gilmore & Bell, P.C.
10/27/2023

AGREEMENT BETWEEN ISSUER AND AGENT

\$5,540,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023A
DATED NOVEMBER 28, 2023

THIS AGREEMENT, dated as of November 28, 2023, between the City of Bel Aire, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq.*, except as specifically provided in this Agreement.
- E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of \$300, a registration fee of \$30, plus a fee of \$6,925 based on a percentage of the aggregate principal amount of the Securities as follows:

1/8 of 1% (.125%) of the first \$10,000,000
 1/16 of 1% (.0625%) of the next \$15,000,000
 1/32 of 1% (.03125%) of the next \$25,000,000
 1/64 of 1% (.015625%) of the next \$50,000,000
 1/128 of 1% (.0078125%) over \$100,000,000.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. *STATEMENTS OF OWNERSHIP*

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. *CERTIFICATED SECURITIES*

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP"

number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. *INTEREST CALCULATIONS*

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. *SURRENDER*

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. *TRANSFERS AND EXCHANGES*

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. *REGISTRATION DATES AND FUNDS FOR PAYMENTS*

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. *REPLACEMENT OF SECURITIES*

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall

perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

[**Mandatory Redemption.** If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as *Appendix I*.]

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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CITY OF BEL AIRE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

OFFICE OF THE TREASURER
OF THE STATE OF KANSAS

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT “A”

SAMPLE

	\$5,000.00000	Bond Unit
x	<u>.06875</u>	Interest Rate
=	343.750000	Rounded to six decimal places
/	<u>360</u>	Days per year
=	.954861	Rounded to six decimal places
x	<u>180</u>	Day in interest period
=	171.874980	(Rounded to second decimal = \$171.87)

Unit interest is then multiplied by the number of units in the maturity.

[APPENDIX I

NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023A, DATED NOVEMBER 28, 2023

Notice is hereby given that pursuant to the provisions of *Article III* of Resolution No. [] (the “Bond Resolution”) of the City of Bel Aire, Kansas (the “Issuer”) that a portion of the above-mentioned bonds (the “Bonds”) scheduled to mature on November 1, in [20][20][20] (the “Called Bonds”), have been called for mandatory redemption and payment on November 1, [] (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas (the “Bond Registrar and Paying Agent”).

<u>[Nos.]</u>	<u>Maturity Date</u> <u>(November 1)</u> [] 20__	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
---------------	--	-----------------------------------	--------------------------------	-------------------------------

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than \$5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

CITY OF BEL AIRE, KANSAS

By _____
Treasurer of the State of Kansas,
Topeka, Kansas]

Gilmore & Bell, P.C.
10/27/2023

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF BEL AIRE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$5,540,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023A
DATED NOVEMBER 28, 2023**

In order to induce the Depository Trust Company (the “DTC”) to accept delivery of the above captioned bonds (the “Bonds”) for safekeeping prior to the delivery of the Bonds on November 28, 2023 (the “Closing Date”), the City of Bel Aire, Kansas (the “Issuer”), and the Treasurer of the State of Kansas (the “Agent”) hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [____], [____], as the Underwriter (the “Underwriter”) in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: Melissa Krehbiel, Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

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CITY OF BEL AIRE, KANSAS

Dated: November 7, 2023

By: _____
Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: _____

By: _____
Title: Director of Fiscal Services

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

DTC hereby acknowledges receipt from
the Agent of custody, control
and possession of the Bonds.

Dated: _____.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____

Re: General Obligation Bonds, Series 2023A, dated November 28, 2023, of the City of Bel Aire,
 Kansas

Dated: November 28, 2023.

The formal Closing of the above-referenced Bonds has occurred, and DTC is hereby authorized to distribute the Bonds as previously agreed:

By: _____
 GILMORE & BELL, P.C.,
 as Bond Counsel for the Issuer

The Closing of the above-referenced Bonds did not occur and DTC is requested to return the Bonds to the custody, control and possession of the Agent:

By: _____
 GILMORE & BELL, P.C.,
 as Bond Counsel for the Issuer

Gilmore & Bell, P.C.
10/27/2023

CLOSING CERTIFICATE

\$5,540,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023A
DATED NOVEMBER 28, 2023

The undersigned Mayor and Clerk of the City of Bel Aire, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above-described bonds (the “Bonds”); and certify as of November 28, 2023 (the “Issue Date”), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the “Transcript”), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated November 7, 2023 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 14-570, K.S.A. 14-571, and Charter Ordinance No. 19, and K.S.A. 12-6a01 *et seq.*, as amended, Ordinance No. [____] and Resolution No. [____] of the Issuer duly adopted by the Governing Body of the Issuer on November 7, 2023 (collectively the “Bond Resolution”) for the purpose of paying costs of issuance and:

- (a) paying costs of certain internal improvements (the “Improvements”).
- (b) retiring on December 1, 2023 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the “Refunded Notes”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Dates</i>	<i>Amount</i>
General Obligation Temporary Notes	2020A	June 15, 2020	December 1, 2023	\$1,985,000
General Obligation Temporary Renewal and Improvement Notes	2020C	November 10, 2020	December 1, 2023	3,195,000

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable in part from special assessments levied upon the property benefited by the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, with the balance payable, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Sale dated October 17, 2023 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled “Rating,” “Tax Exemption—The Obligations,” and *Appendices B, C, D and E*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Continuing Disclosure Undertaking. The Issuer has heretofore executed a Continuing Disclosure Undertaking (the “Disclosure Undertaking”), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Bond Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Bonds. A copy of the Disclosure Undertaking is contained in the Transcript.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds, which are not disclosed in the final Official Statement.

WITNESS our hands and the seal of the Issuer.

Signature

Official Title

Mayor

(SEAL)

Clerk

Gilmore & Bell, P.C.
10/27/2023

[FORM OF BOND COUNSEL OPINION]

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

[November 28, 2023]

Governing Body
City of Bel Aire, Kansas

[]
[]

[]
[]

Re: \$5,540,000* General Obligation Bonds, Series 2023A (the “Bonds”), and
\$6,850,000* General Obligation Temporary Notes, Series 2023B (the “Notes”) of
the City of Bel Aire, Kansas, Dated November 28, 2023

We have acted as Bond Counsel in connection with the issuance by the City of Bel Aire, Kansas (the “Issuer”), of the above-captioned Bonds and Notes (jointly, the “Obligations”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolutions adopted by the governing body of the Issuer prescribing the details of the Obligations.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Obligations have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.
2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer.

The Notes are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements or from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer.

The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations to the extent that necessary funds are not provided from other sources.

3. The interest on the Obligations [(including any original issue discount properly allocable to an owner of an Obligation)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Obligations in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Obligations to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Obligations. The Obligations are “qualified tax-exempt obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Obligations.

We express no opinion regarding federal tax consequences arising with respect to the Obligations.

4. The interest on the Obligations is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Obligations (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Obligations other than as expressly set forth in this opinion.

The rights of the owners of the Obligations and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.

Gilmore & Bell, P.C.
09/29/2023

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF NOVEMBER 28, 2023

BY

CITY OF BEL AIRE, KANSAS

\$5,540,000*
GENERAL OBLIGATION BONDS
SERIES 2023A

\$6,850,000*
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B

DATED NOVEMBER 28, 2023

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of November 28, 2023 (the “Continuing Disclosure Undertaking”), is executed and delivered by **CITY OF BELAIRE, KANSAS** (the “Issuer”).

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Bonds, Series 2023A (the “Bonds”) and General Obligation Temporary Notes, Series 2023B (the “Notes”, and, with the Bonds, jointly the “Obligations”), pursuant to an Ordinance and Resolutions adopted by the governing body of the Issuer (collectively the “Resolution”).

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Obligations and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”). The Issuer is the only “obligated person” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**ACFR**” means the Issuer's Annual Comprehensive Annual Financial Report, if any.

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Undertaking, which may include the Issuer's ACFR, so long as the ACFR contains the financial information and operating data described in **Section 2(a)(1)** and **(2)**.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Material Events” means any of the events listed in *Section 3* of this Continuing Disclosure Undertaking.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Obligations required to comply with the Rule in connection with the offering of the Obligations.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than the last day of the eighth month after the end of the Issuer’s Fiscal Year, commencing with the year ending December 31, 2023, file with the MSRB, through EMMA, the following financial information and operating data (the “Annual Report”):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, in substantially the format contained in the Official Statement relating to the Bonds. A more detailed explanation of the accounting basis and method of preparation of the financial statements is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Obligations, as described in *Exhibit A*, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as

for a Material Event under **Section 3**, and the Annual Report deadline provided above shall automatically become the last day of the eighth month after the end of the Issuer's new Fiscal Year.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Obligations ("Material Events"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Obligations, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations. If the Issuer's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the

Obligations, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Obligations may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Resolution or the Obligations, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Obligations, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Resolution or the Obligations shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF BEL AIRE, KANSAS

(SEAL)

Mayor

Clerk

EXHIBIT A

**FINANCIAL INFORMATION AND OPERATING DATA
TO BE INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in tables in the following sections contained in the final Official Statement, including *Appendix A*, relating to the Obligations:

Operating Data

- DEBT STRUCTURE OF THE CITY*
 - General Obligation Bonds
 - General Obligation Temporary Notes
 - Public Building Commission Revenue Bonds
- PROPERTY VALUATION
- CITY TAX RATES, LEVIES AND COLLECTIONS

* This Operating Data is also available in the Issuer’s financial information portion of its Annual Report.

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Gilmore & Bell, P.C.
10/30/2023

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON NOVEMBER 7, 2023**

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

Absent:

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

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2023B, dated November 28, 2023, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

The governing body reviewed and considered the bids, and it was found and determined that the bid of [____], [____], was the best bid for the Notes, a copy of which is attached hereto as *Exhibit B*.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023B, OF THE CITY OF BEL AIRE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

Yea: _____

Nay: _____

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [____] and was signed by the Mayor and attested by the Clerk.

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

\$6,850,000* CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

Dated: November 28, 2023
Series 2023B
Good Faith Deposit: \$174,700

Sale Date: November 7, 2023
10:00 A.M., Central Time
Max Interest Rate: %

BIDDERS

EXHIBIT B
(BID OF PURCHASER)

Gilmore & Bell, P.C.
10/30/2023

RESOLUTION NO. []

OF

THE CITY OF BELAIRE, KANSAS

ADOPTED

NOVEMBER 7, 2023

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B**

RESOLUTION

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RESOLUTION NO. []

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023B, OF THE CITY OF BEL AIRE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Bel Aire, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Estimated Cost*</u>
<i>Homestead – Water Improvements</i>	R-22-49	K.S.A. 12-6a01 <i>et seq.</i>	\$236,000
<i>Cozy Drive – Paving Improvements</i>	R-23-01	K.S.A. 12-6a01 <i>et seq.</i>	465,000
<i>Aurora Park – Paving Improvements</i>	R-23-02	K.S.A. 12-6a01 <i>et seq.</i>	677,000
<i>Arthur Heights</i>			
Water	R-23-10	K.S.A. 12-6a01 <i>et seq.</i>	143,000
Sanitary Sewer	R-23-09	K.S.A. 12-6a01 <i>et seq.</i>	73,000
Paving	R-23-08	K.S.A. 12-6a01 <i>et seq.</i>	263,000
<i>Sunflower Commerce Park 3rd Addition</i>			
Water	R-2023-14	K.S.A. 12-6a01 <i>et seq.</i>	350,000
Sanitary Sewer	R-2023-12	K.S.A. 12-6a01 <i>et seq.</i>	450,000
Paving	R-2023-11	K.S.A. 12-6a01 <i>et seq.</i>	1,050,000
Drainage	R-2023-13	K.S.A. 12-6a01 <i>et seq.</i>	1,750,000
<i>Webb Road – Water Improvements</i>	R-23-18	K.S.A. 12-6a01 <i>et seq.</i>	625,000

*Excluding temporary note interest and cost inflation factor
; and

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

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

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

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$6,850,000* to pay the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Bel Aire, Kansas.

“Clerk” means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Consulting Engineer” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2023B created pursuant to **Section 501** hereof.

“Dated Date” means November 28, 2023.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2023B (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes, and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve-month period ending on December 31.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2023B created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be June 1 and December 1 of each year, commencing June 1, 2024.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer, Topeka, Kansas and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2023B, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

7651 E. Central Park Ave.
Bel Aire, Kansas 67226
Fax: (316) 744-3739

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[]

[]

Fax:

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

Fitch Ratings
One State Street Plaza
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, Topeka, Kansas, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$[_____]], less an underwriting discount of \$[_____]], less an original issue discount of \$[_____]].

“Purchaser” means [____], [____], the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

“Treasurer” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of

America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2023B, of the Issuer in the principal amount of \$6,850,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements, including interest on the Notes; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate
<u>December 1</u>	<u>Amount</u>	<u>of Interest</u>
2026	\$6,850,000*	[]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile

signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing

their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated October 31, 2023, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on December 1, 2025, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a

full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2023B.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2023B.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2023B.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

(a) All accrued interest and excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance (\$[____]) shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Notes (\$[____]) shall be deposited in the Improvement Fund. Of this amount, \$[____] will be used to pay interest on the Notes during construction of the improvements, to and including the June 1, 2026 Interest Payment Date.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer, and (b) paying interest on the Notes to and including the June 1, 2026 Interest Payment Date.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Mayor (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual

and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than 30 days prior to the first Interest Payment Date, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or

prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with **Article III**. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to **Article VII** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such

written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note

Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by

registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on November 7, 2023.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on November 7, 2023, as the same appears of record in my office.

DATED: November 7, 2023.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF BEL AIRE
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2023B**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: November 28, 2023**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Bel Aire, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2024 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest

payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2023B,” aggregating the principal amount of \$6,850,000* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained,

payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF BELAIRE, KANSAS

(Facsimile Seal) By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) By: _____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2023B, of the City of Bel Aire, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Bel Aire, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of November 28, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

Gilmore & Bell, P.C.
10/30/2023

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$6,850,000*

CITY OF BEL AIRE, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B**

DATED NOVEMBER 28, 2023

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

\$6,850,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B
DATED NOVEMBER 28, 2023

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Notes”), and distributed as follows:

1. City of Bel Aire, Kansas (the “Issuer”)
2. Attorney General of the State of Kansas
3. State Treasurer, Topeka, Kansas (the “Paying Agent”)
4. [____], [____] (the “Original Purchaser”)
5. Columbia Capital Management, LLC, Merriam, Kansas (the “Municipal Advisor”)
6. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Homestead Senior Landing – Water Main Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-22-49
 - Resolution No. R-22-49 authorizing water main improvements (recorded)
 - Affidavit of Publication of Resolution No. R-22-49
2. **Cozy Drive – Paving Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-01
 - Resolution No. R-23-01 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-01

3. **Aurora Park – Paving Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-02
 - Resolution No. R-23-02 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-02
4. **Arthur Heights – Water Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-10
 - Resolution No. R-23-10 authorizing water improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-10
5. **Arthur Heights – Sanitary Sewer Improvements**
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-09
 - Resolution No. R-23-09 authorizing sanitary Sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-09
6. **Arthur Heights – Paving Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-08
 - Resolution No. R-23-08 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-08
7. **Sunflower Commerce Park 3rd Addition – Water Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-2023-14
 - Resolution No. R-2023-14 authorizing water improvements (recorded)
 - Affidavit of Publication of Resolution No. R-2023-14
8. **Sunflower Commerce Park 3rd Addition – Drainage Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-2023-13
 - Resolution No. R-2023-13 authorizing drainage improvements (recorded)
 - Affidavit of Publication of Resolution No. R-2023-13

9. **Sunflower Commerce Park 3rd Addition – Sanitary Sewer Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-2023-12
 - Resolution No. R-2023-12 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. R-2023-12
10. **Sunflower Commerce Park 3rd Addition – Paving Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-2023-11
 - Resolution No. R-2023-11 authorizing paving improvements (recorded)
 - Affidavit of Publication of Resolution No. R-2023-11
11. **Webb Road – Water Improvements**
 - Project estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-23-18
 - Resolution No. R-23-18 authorizing water improvements (recorded)
 - Affidavit of Publication of Resolution No. R-23-18

**PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE NOTES**

12. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. R-2023-19
13. Resolution No. R-2023-19 authorizing the offering for sale of the Notes
14. Notice of Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
15. Official Statement
16. Continuing Disclosure Undertaking
17. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser and adoption of Resolution No. []
18. Resolution No. [] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

19. Transcript Certificate
Exhibit A – Statement of Costs
Exhibit B – Schedule of Outstanding General Obligation Indebtedness
20. Uniform Facsimile of Signature Certificate
21. Authorization of State Treasurer to use facsimile signature and seal
22. Specimen Note and Printer's Certificate
23. Agreement Between Issuer and Agent
24. DTC Documents
Blanket Letter of Representations
Underwriting Safekeeping Agreement
25. Rating Letter
Standard & Poor's
26. Closing Certificate
27. Federal Tax Certificate with attachments as follows:
Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
Exhibit B – Receipt for Purchase Price
Exhibit C – Receipt and Representation
Exhibit D – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures]
Exhibit E – Sample Annual Compliance Checklist
Exhibit F – Sample Final Written Allocation
Exhibit G – Allocation of Sources and Uses
Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

28. Approving legal opinion of Gilmore & Bell, P.C.
29. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

30. Closing Letter

* * * * *

Gilmore & Bell, P.C.
10/30/2023

TRANSCRIPT CERTIFICATE

\$6,850,000*

CITY OF BEL AIRE, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES

SERIES 2023B

DATED NOVEMBER 28, 2023

The undersigned Mayor and Clerk of the City of Bel Aire, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above-described notes (the “Notes”); and do hereby certify as of November 7, 2023, as follows:

1. **Meaning of Words and Terms.** Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Note Resolution authorizing the Notes.
2. **Organization.** The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.
3. **Transcript of Proceedings.** The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Notes is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.
4. **Newspaper.** The *Ark Valley News* was the official newspaper of the Issuer at all times during these proceedings.
5. **Meetings.** All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.
6. **Incumbency of Officers.** The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Jim Benage	Mayor	12/2019 to 12/2023
Greg Davied	Councilmember	12/2021 to 12/2025
Tyler Dehn	Councilmember	06/2022 to 12/2023
Emily Hamburg	Councilmember	05/2022 to 12/2023
Justin Smith	Councilmember	01/2018 to 12/2025
John Welch	Councilmember	03/2020 to 12/2025
Melissa Krehbiel	City Clerk	N/A

7. Execution of Notes. The Notes have been executed with manual or facsimile signatures; and the manual or facsimile signatures appearing on the face of the Notes are manual or facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq* or executed in accordance with K.S.A. 16-1601 *et seq*. A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Notes and on the reverse side of each of the Notes at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Notes bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen note included in the Transcript is in the form adopted by the governing body of the Issuer for the Notes.

8. Authorization and Purpose of the Notes. The Notes are being issued pursuant to Resolution No. [_____] (the “Note Resolution”) of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying costs of issuance and paying costs of certain internal improvements (the “Improvements”) authorized by the governing body of the Issuer pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and all other applicable provisions of the laws of the State of Kansas.

The total principal amount of the Notes does not exceed the cost of the Improvements for which the Notes are issued. A Statement of Cost is attached hereto as **Exhibit A** and made a part hereof by reference as though fully set out herein.

The interest rates on the Notes on the date of the sale of the Notes were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Notes, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as **Exhibit B** and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2023, is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$85,144,838
Tangible Valuation of Motor Vehicles	<u>11,760,538</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$96,905,376

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Notes.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series 2023B, Dated November 28, 2023,
of the City of Bel Aire, Kansas

Sources of Funds:	
Principal Amount of the Notes	\$8500000
Available funds of the Issuer	
Underwriter's Discount	
Original Issue Premium	
Total	
Uses of Funds:	
Deposit to Improvement Fund - Improvements	
Deposit to Improvement Fund - Capitalized Interest	
Costs of Issuance	
Total	

EXHIBIT B**CITY OF BEL AIRE, KANSAS****SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS**
(as of November 28, 2023)**GENERAL OBLIGATION BONDS**

Description of Indebtedness	Date of Indebtedness	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
General Obligation Bonds, Series 2014A	7/30/2014	10/1/2034	\$1,100,000	\$665,000	\$205,485 (30.90%)
General Obligation Refunding Bonds, Series 2015A	5/05/2015	11/1/2027	5,390,000	1,250,000	370,250 (29.62%)
Taxable General Obligation Refunding Bonds, Series 2015B	5/05/2015	11/1/2027	575,000	160,000	94,864 (59.29%)
General Obligation Refunding and Improvement Bonds, Series 2015D	11/24/2015	11/01/2036	3,960,000	2,765,000	16,314 (0.59%)
Taxable General Obligation Refunding and Improvement Bonds, Series 2015E	11/24/2015	11/01/2036	220,000	155,000	0 (0%)
General Obligation Bonds, Series 2016A	11/22/2016	11/01/2037	2,820,000	1,925,000	990,605 (51.46%)
General Obligation Bonds, Series 2017A	11/21/2017	11/01/2038	5,545,000	4,285,000	2,522,580 (58.87%)
General Obligation Bonds, Series 2019A	11/21/2019	11/01/2040	6,060,000	5,335,000	2,864,895 (53.70%)
Taxable General Obligation Refunding Bonds, Series 2019B	11/21/2019	11/01/2029	1,430,000	890,000	890,000 (100%)
General Obligation Refunding and Improvement Bonds, Series 2020B	11/10/2020	11/01/2041	3,650,000	2,795,000	1,210,515 (43.31%)
General Obligation Refunding Bonds, Series 2021A	07/06/2021	11/01/2034	5,135,000	4,265,000	1,503,839 (35.26%)
General Obligation Bonds, Series 2021C	12/07/2021	11/01/2041	2,440,000	2,255,000	0 (0%)
General Obligation Bonds, Series 2022A	09/27/2022	11/01/2043	3,635,000	3,635,000	1,357,983 (37.36%)
General Obligation Bonds, Series 2023A	11/28/2023	11/01/2044	5,540,000*	5,540,000*	1,1475,745* (21.22%)
	Total			\$35,920,000	\$13,203,075

TEMPORARY NOTES

Description of Indebtedness	Date of Indebtedness	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
General Obligation Temporary Notes, Series 2020A**	06/15/2020	12/01/2023	\$1,985,000	\$0	--
General Obligation Temporary Notes, Series 2020C**	11/10/2020	12/01/2023	3,195,000	\$0	--
General Obligation Temporary Notes, Series 2021A	07/06/2021	12/01/2024	9,850,000	9,850,000	4,148,744 (42.11%)
General Obligation Temporary Notes, Series 2022B	09/27/2022	12/01/2025	9,085,000	9,085,000	2,584,683 (28.45%)
General Obligation Temporary Notes, Series 2023B*	11/28/2023	12/01/2026	6,850,000*	6,850,000*	2,765,000* (40.37%)
	Total			\$25,785,000	\$9,498,430

*This Issue

**To be retired as of November 28, 2023 by Series 2023A Bonds

Gilmore & Bell, P.C.
10/30/2023

AGREEMENT BETWEEN ISSUER AND AGENT

\$6,850,000*

**CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B
DATED NOVEMBER 28, 2023**

THIS AGREEMENT, dated as of November 28, 2023, between the City of Bel Aire, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned notes (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Note Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Note Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Note Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 et seq., except as specifically provided in this Agreement.

Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, a registration fee of \$30, plus a fee of \$600.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the note issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the note issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. *STATEMENTS OF OWNERSHIP*

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. *CERTIFICATED SECURITIES*

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP" number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. *INTEREST CALCULATIONS*

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e., whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final

per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. *SURRENDER*

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. *TRANSFERS AND EXCHANGES*

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution of the Issuer (the "Note Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Note Resolution authorizing the Securities.

F. *REGISTRATION DATES AND FUNDS FOR PAYMENTS*

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. *REPLACEMENT OF SECURITIES*

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue, and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Note Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Note Resolution.

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CITY OF BEL AIRE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

**OFFICE OF THE TREASURER
OF THE STATE OF KANSAS**

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT “A”

SAMPLE

x

=

\$5,000.00000

.

06875

343.750000

Bond Unit

Interest Rate

Rounded to six decimal places

/

=

360

.954861

Days per year

Rounded to six decimal places

x

=

180

171.874980

Day in interest period

(Rounded to second decimal = \$171.87)

Unit interest is then multiplied by the number of units in the maturity.

Gilmore & Bell, P.C.
10/30/2023

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF BEL AIRE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$6,850,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B
DATED NOVEMBER 28, 2023**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on November 28, 2023 (the "Closing Date"), the City of Bel Aire, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [____], [____], as the Underwriter (the "Underwriter") in distributing the Notes.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Notes, and agrees to safekeep and hold in escrow the Notes until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Notes: Melissa Krehbiel, Clerk or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Notes, DTC will distribute the Notes pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Notes is received, DTC shall return the Notes as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Notes while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Notes and prior to distributing the Notes in accordance with the instructions furnished by the Underwriter.

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CITY OF BEL AIRE, KANSAS

Dated: November 7, 2023

By: _____
Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: _____

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

DTC hereby acknowledges receipt from
the Agent of custody, control
and possession of the Notes.

Dated: _____.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____

Re: General Obligation Temporary Notes, Series 2023B, dated November 28, 2023, of the City of Bel Aire, Kansas

Dated: November 28, 2023.

The formal Closing of the above-referenced Notes has occurred, and DTC is hereby authorized to distribute the Notes as previously agreed:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

The Closing of the above-referenced Notes did not occur and DTC is requested to return the Notes to the custody, control and possession of the Agent:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

Gilmore & Bell, P.C.
10/30/2023

CLOSING CERTIFICATE

\$6,850,000*

**CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B
DATED NOVEMBER 28, 2023**

The undersigned Mayor and Clerk of the City of Bel Aire, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above-described notes (the “Notes”); and certify as of November 28, 2023 (the “Issue Date”), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Note Resolution (defined below) authorizing the Notes.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Notes (the “Transcript”), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated November 7, 2023 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Notes. The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, as amended, and Resolution No. [_____] of the Issuer duly adopted by the governing body of the Issuer on November 7, 2023 (the “Note Resolution”) for the purpose of paying costs of issuance and paying costs of certain internal improvements (the “Improvements”).

4. Security for the Notes. The Notes are general obligations of the Issuer payable from the proceeds of general obligation bonds of the Issuer or from special assessments levied upon the property benefited by the Improvements and, if not so paid, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, with the balance payable, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Sale dated October 17, 2023 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Sale and Preliminary Official Statement was

sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled “Rating,” “Tax Exemption—The Obligations,” and *Appendices B, C, D and E*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Continuing Disclosure Undertaking. The Issuer has heretofore executed a Continuing Disclosure Undertaking (the “Disclosure Undertaking”), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Note Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Notes. A copy of the Disclosure Undertaking is contained in the Transcript.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Notes; or (g) the federal or state tax-exempt status of the interest on the Notes; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Note Resolution or the Official Statement, or the validity or enforceability of the Notes, which are not disclosed in the final Official Statement.

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WITNESS our hands and the seal of the Issuer.

Signature

Official Title

Mayor

(SEAL)

Clerk

Gilmore & Bell, P.C.
10/30/2023

[FORM OF BOND COUNSEL OPINION]

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

[November 28, 2023]

Governing Body
City of Bel Aire, Kansas

[]
[]

[]
[]

Re: \$5,540,000* General Obligation Bonds, Series 2023A (the “Bonds”), and
\$6,850,000* General Obligation Temporary Notes, Series 2023B (the “Notes”) of
the City of Bel Aire, Kansas, Dated November 28, 2023

We have acted as Bond Counsel in connection with the issuance by the City of Bel Aire, Kansas (the “Issuer”), of the above-captioned Bonds and Notes (jointly, the “Obligations”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolutions adopted by the governing body of the Issuer prescribing the details of the Obligations.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Obligations have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.
2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer.

The Notes are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements or from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer.

The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations to the extent that necessary funds are not provided from other sources.

3. The interest on the Obligations [(including any original issue discount properly allocable to an owner of an Obligation)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Obligations in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Obligations to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Obligations. The Obligations are “qualified tax-exempt obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Obligations.

We express no opinion regarding federal tax consequences arising with respect to the Obligations.

4. The interest on the Obligations is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Obligations (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Obligations other than as expressly set forth in this opinion.

The rights of the owners of the Obligations and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.

To: Bel Aire City Council
 CC: Ty Lasher
 CC: Anne Stephenson
 CC: Marty McGee

October 19th, 2023

The Aurora Park Gravel Roads Task Force was established in November 2022, to study, discuss, and make recommendations to the City Council for issues related to the gravel streets and drainage issues in Aurora Park. The Task Force believes that the main drainage focus should be on the intersections that flood and overflow the roads. Repair of these intersections will help the road base to remain stable and help control the movement of gravel from the road into the ditches. This will result in less required maintenance on the roads.

Below are some recommendations on how the City of Bel Aire can address the drainage issues in Aurora Park.

That the City have Ken Lee from Garver review the previous preliminary drainage report that was done on 3/3/21 and present updated findings to the City.

That the City address the following intersections and repair as recommend by the City Engineer and Garver over the course of the next 3 years.

1. 37th and Harding.
 Make sure that the openings in the grate on the existing drain are sized correctly to allow adequate flow into the drain. Check the three culverts that run from East to West under Harding to make sure they are sized and graded correctly.
2. 39th and Parkwood.
 Check that the culvert that runs from East to West under Parkwood is sized and graded correctly.
3. 39th and Harding.
 Check the three culverts that run from East to West under Harding to make sure they are sized and graded correctly. Make sure that they are positioned properly to allow the maximum flow of water from the ditches that run on the east side of Harding and the North side of 39th street.
4. 40th and Harding.
 Check the culverts (both the North and South of the intersection) that run from East to West under Harding to make sure they are sized and graded correctly. The culvert on the South side of 40th on the East side may require repositioning and extending further to allow for repairs to be made to the corner of that intersection.

These above areas should then be evaluated annually for needed cleaning and maintenance.

Additional evaluations should be done on the individual driveway culverts, and the ditches throughout the gravel roads portion of Aurora Park. Problem areas that are identified should be repaired by cleaning and/or replacement as soon as possible. The ditches along all roads should be graded to allow proper flow and allow for residents to safely and easily keep the ditches mowed. Routine cleaning of culverts and ditches by city maintenance department staff should be addressed and done as needed.

Sean T. Matheny
 Chairperson

Aurora Parks Gravel Road Task Force: Marty Couey, Chad Crittenden, Lisa Bellecci, Carolyn Gunzelman, Gary Breault, Logan Schrag, Judy Schroeder, Mark Schroeder, Connie White, Butch Amey.

To: Bel Aire City Council
CC: Ty Lasher

October 19th, 2023

Aurora Park Gravel Roads Task Force Petition

The Aurora Park Task Force would like to bring forth a petition to reduce the speed limit in Aurora Park from 30 mph to 20 mph. This speed reduction would only apply to the sections that remain gravel or what area's the City Council deems the most efficient.

The Task Force has already seen a noticeable reduction of dust since the implementation of the new test gravel and believe that reducing the speed limit to 20 mph will help reduce it even further. Larger delivery vehicles (Amazon, FedEx, UPS) create a much larger cloud of dust than a passenger vehicle, especially at the speeds that they travel at, and this speed reduction would greatly improve conditions.

The committee asks that the city mail out a petition to the remaining residents of Aurora Park, those that will not have paved streets ascertaining if they would be in favor of a speed reduction.

Petitions -

- Petition to those that reside at a residence in Aurora Park that will remain gravel.
- Petition requires a yes or no vote returned to the city by a set date chosen by the city.
- If the petition isn't returned to the city by the required date, that vote would not count.
- We recommend that the City consider a majority vote of the petitions that are returned by the deadline.

Sean T. Matheny
Chairperson

Aurora Parks Gravel Road Task Force: Marty Couey, Chad Crittenden, Lisa Bellecci, Carolyn Gunzelman, Gary Breault, Logan Schrag, Judy Schroeder, Mark Schroeder, Connie White, Butch Amey.

RFQ OWNERS REPRESENTATIVE SCORING

Section XII, Item E.

	A	B	C	D
1	PROJECT CRITERIA	SCORE	Burns & McDonnell	PEC
2	Knowledge of Bel Aire	Range of 0-5 points	4	4.75
3	Capital Improvement Planning Experience	Range of 0-5 points	4.5	4.75
4	KDOT / WAMPO Experience	Range of 0-5 points	4	4.75
5	Ability to Handle Project In-house	Range of 0-5 points	5	4.75
6	Experience with Public Infrastructure Project Inspections	Range of 0-5 points	4.75	4.75
7	Project Team Experience	Range of 0-5 points	4.5	3.75
8	Writing and Success of Receiving Grants	Range of 0-5 points	4.75	4.25
9	Proposed Process / Approach	Range of 0-5 points	4	4.5
10	Utility Coordination	Range of 0-5 points	4.5	4.5
11	Project Management / Owners Representative Experience	Range of 0-5 points	4.25	4.5
12	Public Relations / Community Involvement	Range of 0-5 points	4.25	4.25
13	Staff and Governing Body Reporting	Range of 0-5 points	3	4
14	Design Experience of Major Public Infrastructure Projects	Range of 0-5 points	4.5	4.25
15	Project Experience with Bel Aire	Range of 0-5 points	3	3.75
16	Financial Tracking Process	Range of 0-5 points	3.75	3.75
17	Design Build Experience	Range of 0-5 points	4	4
18	Overall Presentation	Range of 0-5 points	4	3.25
19	Zoning and Development Experience	Range of 0-5 points	3.25	3.25
20	Building and Site Review Experience	Range of 0-5 points	3.5	3.5
21	Local Presence	Range of 0-5 points	3	5
22	Total Interview Response Points		80.5	84.25

**SEDGWICK COUNTY ELECTION OFFICE** ★ Laura Rainwater, Election Commissioner

510 N. Main, Suite 101 Wichita, KS 67203 ★ Phone (316) 660-7121 ★ Fax (316) 660-7125
SEDGWICKCOUNTY.ORG/ELECTIONS ★ LAURA.RAINWATER@SEDGWICK.GOV

STATE OF KANSAS, SEDGWICK COUNTY,

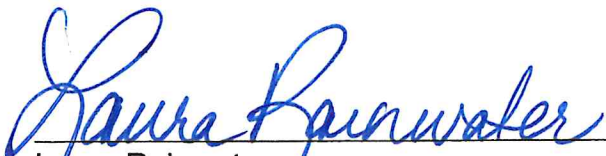
I, Laura Rainwater, County Election Officer of Sedgwick County, Kansas, do hereby certify the following result from the review of 224 petition signers in Sedgwick County, Kansas, of the Petition to request an election on City of Bel Aire Charter Ordinance 24.

Total Accepted Signatures: 211

Total Rejected Signatures: 13

The constitutional provision for petitions of charter ordinances requires 10 percent of the number of electors who voted at the last preceding regular city election. In the Nov. 2, 2021 General Election, 1,514 ballots were cast by Bel Aire registered voters.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at Wichita, Kansas this 16th day of October 2023.






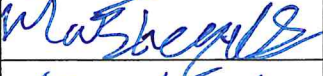

Laura Rainwater
Sedgwick County Election Commissioner

(SEAL)

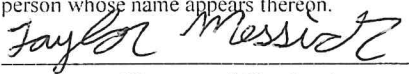
FILED
OCT 19 2023
City Clerk

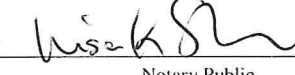
"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Michael Borchard	4410 GUNNISON	BEL AIRE	10/2/2023
2		Christina E Borchard	4410 Gunnison	Bel Aire	10/2/23
3		LOGAN PHILLIPS	4410 GUNNISON	BEL AIRE	10/2/2023
4		Mary Tregellas	6621 E. Summerside	Bel Aire	10/3/2023
5		Kimberly S. Tregellas	6621 E. Summerside Pl.	Bel Aire	10/3/2023
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15					

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.
 527 E. Allen Valley Center, KS 6714;
(Signature of Circulator) (Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by 
Notary Public

My appointment expires 4-24-24
Seal



"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Jeanne R. Strotkamp	4701 Farmstead	Bel Aire	9/26/23
2		Matthew Momept	4815 Farmstead	Bel Aire	9/26/23
3		Kara Momept	4815 Farmstead	Bel Aire	9/26/23
4		Kim Bengtson	4817 Farmstead	Bel Aire	9/26/23
5		Joy Olsen	4825 N. Farmstead	Bel Aire	9/26/23
6		Steve Olsen	4825 N. Farmstead	Bel Aire	9/26/23
7		Anna Herrington	4643 Farmstead Ct.	Bel Aire	9/26/23
8		Allisen Oeth	4636 N Farmstead	Bel Aire	9/26/23
9		George Smith	4636 Farmstead	Bel Aire	9/26/23
10		Deanna Sterba	4642 N Farmstead	Bel Aire KS	9/29/23
11		Tim Smith	4642 N Farmstead	Bel Aire	9/29/23
12		Max Jester	4875 N Homestead	Bel Aire	9/27/23
13		Stan Skelton	4836 Farmstead	Bel Aire	9/27/23
14		Ben C York	4658 N Farmstead	Bel Aire	9/27/23
15		DAVID A. LEHMAN	4920 N. Homestead	Bel Aire	9/27/23

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

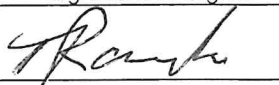
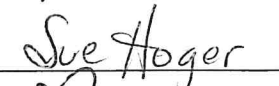
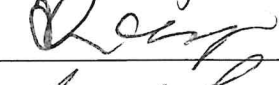
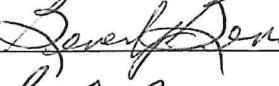
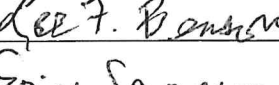
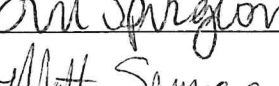

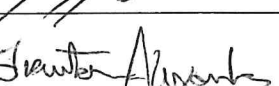
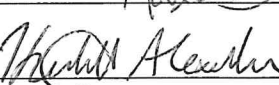
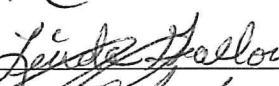
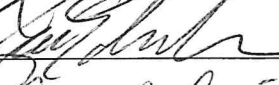
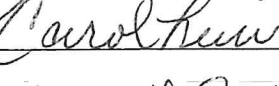
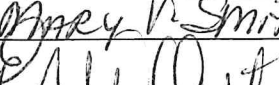

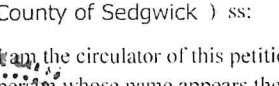
Signature of Circulator:

4658 N. Farmstead
(Circulator's residence address)
Bel Aire
Notary Public

Subscribed and sworn to before me this 14 day of October, 2023, by
My Appointment Expires: 4-24-24
Seal


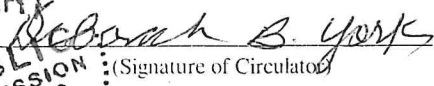
"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Timothy Randa	4644 Farmstead Ct	Bel Aire	9-23-23
2		Sue Hoyer	4649 N. Farmstead	Bel Aire	9-23-23
3		Allen C. Hoyer	4649 N. Farmstead	Bel Aire	9-23-23
4		Beverly Benson	4632 Farmstead	Bel Aire	9-23-23
5		Lee Benson	4632 Farmstead	Bel Aire	9-23-23
6		Erin Spurgeon	4621 Farmstead	Bel Aire	9/23/23
7		Matt Spurgeon	4621 Farmstead	Bel Aire	9/23/23
8		Jeff Swanson	4770 N. Farmstead	Bel Aire	9-23-23
9		Trenton Alexander	4809 N Farmstead	Bel Aire	9-23-23
10		Kristen Alexander	4809 N Farmstead	Bel Aire	9-23-23
11		Linda Galloway	4656 Farmstead Ct	Bel Aire	9-25
12		Sam Edmundson	4640 Farmstead Ct	Bel Air	9-25-23
13		Carol Lewis	4657 Farmstead	Bel Aire	9-25-23
14		Mary R Smith	4636 Farmstead	Bel Aire	9-25-23
15		Erin Orth	4636 Farmstead	Bel Aire	9-25-23

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

 
(Signature of Circulator)

4658 N. Farmstead
(Circulator's residence address) Bel Aire
Signed and sworn to before me this 14 day of October, 2023, by Lisa K. Stark
Notary Public

My appointment expires: 4-24-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Patricia A. Lehman	4920 N Homestead	Bel Aire	9-29-23
2		Louis Hendricks	4703 Hedgerow	Bel Aire	10-4-23
3		Judy Hendricks	"	"	"
4		Michael Woodman	4717 N. Hedgerow	Bel Aire	10-1-23
5		Roger L. Theis	4636 Farmstead	"	10-2-23
6		Wendell Miller	4620 Farmstead	"	10/3/23
7		Dana Miller	4620 Farmstead	Bel Aire	10/3/23
8		Joyce Artz	4628 Farmstead	Bel Aire	10/3/23
9		Jeff Artz	4628 Farmstead	Bel Aire	10/3/23
10		Menika Haft	4871 N Homestead	Bel Aire	10/5/23
11		Lindsay Macolley	5023 E 49th St N	Bel Aire	10/5/23
12		Janis Hansen	4856 Farmstead	Bel Aire	10/5/23
13		Amanda Green	4867 Homestead	Bel Aire	10/5/23
14		Linda Scott	4901 N Highland	Bel Aire	10/10/23
15		Cooper Lewis	5911 Hanover	Bel Aire	10-10-23

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

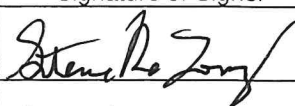
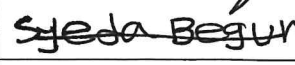







Signature of Circulator:

4658 N. Farmstead
(Circulator's residence address)
Bel Aire
Notary Public

Signed and sworn to before me this 10 day of October, 2023, by
My appointment expires: 4-14-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Steve DeLong	4435 Auburn	Bel Aire	9-23-23
2					
3		Syeda begum	4431 AUBURN	Bel aire	9-23-23
4		John Splichal	4459 Auburn	Bel Aire	9-23-23
5		Kimberly Farris	4463 Auburn	Bel Aire	9/23/23
6		MARTIN FARRIS	4463 Auburn	Bel Aire	9-23-23
7		Shara Splichal	4459 Auburn	Bel Aire	10-5-23
8		Vinan Splichal	4459 Auburn	Bel Aire	10/5/23
9		Dennis Woodworth.	5700 Flagstaff	Bel Aire	10/8/23
10					
11					
12					
13					
14					
15					

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.


Signature of Circulator

4461 Auburn Bel Aire, KS 67220
(Circulator's residence address)

Signed and sworn before me this 14 day of October, 2023, by 
Notary Public

My appointment expires 4-24-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Pamela Tennille	4450 Auburn St N	Bel Aire	9/23/23
2		Stephen Buxton	5211 Kenawee	Bel Aire	9/23/23
3		Jasmine Adams	5712 Kenawee	Bel Aire	9/23/23
4		Michael Green	5720 Kenawee	Bel Aire	9/23/23
5		Davis Green	5720 Kenawee	Bel Aire	9/23/23
6		Erica Green	5720 Kenawee	Bel Aire	9/23/23
7		Iraa Perry	5705 Kenawee	Bel Aire	9/23/23
8		Tempe Blosser	5801 Kenawee	Bel Aire	9-23-23
9		Cowan Oldenettel	5701 Memphis	Bel Aire	9-23-23
10		Berta Ayere	4014 N Oliver	Bel Aire KS	9/23/23
11		Mary Tidd	5712 Memphis	Bel Aire KS	9/23/23
12		David Schneider	5600 Memphis	Bel Aire KS	9/23
13					
14					
15					

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon

(Signature of Circulator)

4461 Auburn Bel Aire KS

(Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by

Notary Public

My appointment expires 4-24-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Bruce W. Reiske	1300 N. Rushwood Cir.	Bel Aire	23 5 30
2		Karen Roepke	11300 N. Rushwood Cir.	Bel Aire	9/23/2023
3		Tayler Ewy	4261 Auburn St	Bel Aire	9-28-23
4		Alia Weheba	4330 N. Rushwood Cir	Bel Aire	10-3-23
5		Adam Weheba	4330 N. Rushwood Cir	Bel Aire	10-3-23
6		Makayla Parnell	4309 N. Rushwood	Bel Aire	10/3/23
7		Taylor Parnell	4309 N. Rushwood	Bel Aire	10/3/23
8		Joan Marie Incheke	4711 N. Glendale	Bel Aire	10/4/23
9		Meredith L. Radtke	4414 N. Stratford	Bel Aire	10/4/23
10		Julie Balderras	5111 N. Remington	Bel Aire	10/4/23
11					
12					
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14					
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STATE OF KANSAS)
County of Sedgwick) ss:
I, the undersigned, am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

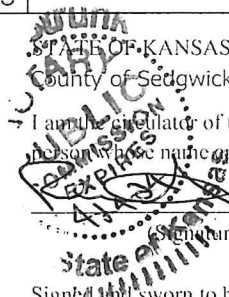
(Signature of Circulator)
4306 N. Rushwood Circle, Bel Aire, KS
(Circulator's residence address)
Signed and sworn to before me this 11 day of October, 2023, by Lisa K Strick

(Notary Public)
My appointment expires: 4-22-24
Seal


"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Sam Ewy	4261 Auburn	Bel Aire, KS	10-3-23
2		Rebecca Simmons	5826 Clarendon St	Bel Aire, KS	10/5/23
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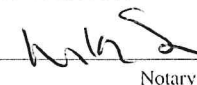
STATE OF KANSAS)
County of Sedgwick) ss:
I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.



(Signature of Circulator)

4306 N. Rushwood Circle, Bel Aire, KS

(Circulator's residence address)

Signed and sworn to before me this 19 day of October, 2023, by Lisach Smith 

Notary Public

My appointment expires: 10-1-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		PATRICK GRIFFIN	5823 KENAWEE	BEL AIRE	9-22-2023
2		CHRISTY HUTO	5824 KENAWEE	BEL AIRE	9/23/23
3		JAMES GALT	4239 N 99th	Bel Aire	9-23-23
4		Davis Willenberg	5900 Kenawee St	Bel Aire	9/23/23
5		Jean Ryder	5915 Kenawee St	Bel Aire	9-23-2023
6		BERNARD LANTZ	5927 KENAWEE	BEL AIRE	23/23
7		Alicia Perry	5916 Hanover	Bel Aire	9-23-23
8		Derrick Perry	5916 Hanover	Bel Aire	9-24-23
9		Jacob McCulloch	5910 Hanover	Bel Aire	9-24-23
10		DERRICK FRYE	5830 KENAWEE	BEL AIRE	9/24/23
11		Rachel McCulloch	5910 Hanover	Bel Aire	9/24/23
12					
13					
14					
15					

NOTARY PUBLIC
STATE OF KANSAS
County of Sedgwick) ss:
I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

Signature of Circulator

5823 Kenawee St Bel Aire, Ks
(Circulator's residence address)
67220
Signed and sworn to before me this 14 day of October, 2023, by Lisa Strunk
Notary Public

My appointment expires: 4-14-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Kimberly Sondergard	5831 E. 48th Cir N	Bel Aire	9/22/23
2		Rob Gibson	5821 E 48th	" "	" "
3		John O. Snow	5877 48th Circle N	Bel Aire	9-22-23
4		Gwyneth K. Snow	5833 E 48th Cir N	Bel Aire	9-22-23
5		Megan Tucker	4874 N Homestead	Bel Aire	9.23.23
6		Carson Keller	4070 N Homestead	" "	9/23
7		Marissa Martinez	4866 N Homestead	Bel Aire	9-23
8		REMI HAUGEN	5923 FLAGSTAFF	BEL AIRE	9-23
9		DENNIS HAUGEN	4858 N Homestead Ct.	Bel Aire	9-23
10		LYDIA HAUGEN	4858 N Homestead Ct.	Bel Aire	9-23
11		JACK KOELLIKER	4846 N HOMESTEAD	BEL AIRE	9/23
12		Revuss Havig	5816 E. 48th Cir N	Bel Aire	9/24/23
13		Lori Kephart	4925 N Highland	Bel Aire	9/23/2023
14		Lisa Tillman	5335 E. 49th Ct	Bel Aire	9-26-23
15		TONY WALSH	4826 HOMESTEAD	" "	9-26-23

STATE OF KANSAS)
County of Sedgewick) ss:
I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

Signature of Circulator

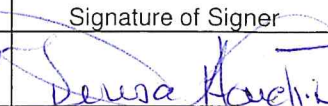
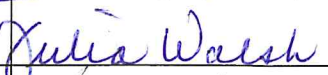
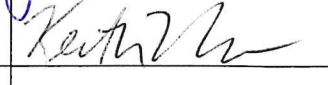



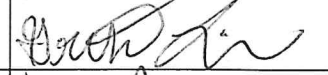

5824 E. 48th St. Circle N
(Circulator's residence address)

Signed and sworn to before me this 4 day of October, 2023, by Lisa Strunk Wick
Notary Public

My appointment expires: 4-24-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		TERESA HOUCHINS	4864 Farmstead	Bel Aire	9-26-23
2		JULIA WALSH	4826 N. Homestead	Bel Aire	9-27-23
3		Keith W. Kephart	4925 N Highland	Bel Aire	10/3/23
4		Dakota J Meadows	5706 E 49th St	Bel Aire	10/3/23
5		Pamela Lies	5829 E. 48th Cir N	Bel Aire	10/3/23
6		Dean Lies	5829 E 48th Cir N	Bel Aire	10/3/23
7		Dean Lies	5829 E 48th Cir N	Bel Aire	10/3/23
8		Makayla Harding	5814 E 48th Cir N	Bel Aire	10/10/23
9					
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STATE OF KANSAS)
County of Sedgwick) ss:

I, the Circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.


(Signature of Circulator)

5824 E. 48th Cir. N
(Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by Lisa Shank

My appointment expires: 5-24-24
Seal

Notary Public

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1	<i>EJ Salley</i>	EJ Salley	3922 U Parkwood Ln	Bel Aire	8-9-2023
2	<i>Paul Lindstrom</i>	PAUL LINDSTROM	4807 N. HOMESTEAD	BEL AIRE	9/9/23
3	<i>Carl H. Bush</i>	CARL H. BUSH	4411 Auburn	Bel Aire	9/9/23
4	<i>Alpheus V. Farns</i>	Alpheus V Farns	6529 Perryton	Bel Aire	9/9/23
5	<i>Andrea Colley</i>	Andrea Colley	6601 Perryton	Bel Aire	9/9/23
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STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

Carla L. K.
(Signature of Circulator)



603 N. Birch, Valley Center KS
(Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by *Lisa K. Strunk*
Notary Public

My appointment expires: 10-31-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1	<i>Robert B. Taylor</i>	ROBERT B. TAYLOR	5615 PERRYTON ST.	BEL AIRE	9/9/23
2	<i>Susan K. Ritter</i>	Susan K. Ritter	544 Prairie Hawk	Bel Aire	9/9/23
3	<i>Merald R. Licht</i>	Gerald R. Licht	6562 E Shepherds Crossing St	Bel Aire	9/9/23
4	<i>Dalanna Browning</i>	Dalanna Browning	5526 Prairie Hawk Dr	Bel Aire	9/9/23
5	<i>Bill Salley</i>	Bill Salley	3922 N. Parkwood	Bel Aire	9/19/23
6	<i>Mark Flores</i>	MARK FLORES	3941 W. EDGEMORE	Bel Aire	9/9/23
7	<i>Jacob Gilchrist</i>	Jacob Gilchrist	4500 N. Hillcrest	Bel Aire	9/9/23
8	<i>Pamela Phillips</i>	Pamela Phillips	10111 Danbury	Bel Aire	9-9-23
9	<i>Linda Farmer</i>	Linda Farmer	6529 Perryton	Bel Aire	9-9-23
10	<i>Merissa Medbury</i>	Merissa Medbury	6539 Perryton	Bel Aire	9-9-2023
11	<i>Carol L. Anderson</i>	CAROL L. ANDERSON	4426 JAMESVILLE	BEL AIRE	10/6/2023
12	<i>Kirsty McClanahan</i>	Kirsty McClanahan	4015 N. Rushwood Cir	Bel Aire	10/12/2023
13	<i>Scharlene McClanahan</i>				
14	<i>Scharlene McClanahan</i>	Scharlene McClanahan	4015 N. Rushwood Cir	Bel Aire	10/12/2023
15					

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

[Signature]
(Signature of Circulator)

603 N. Birch, Valley Center KS
(Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by *Lisa K. Stark*

[Signature]
Notary Public

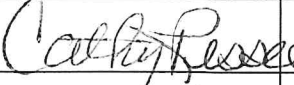
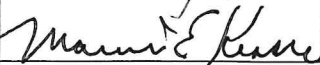



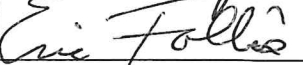
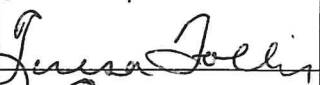


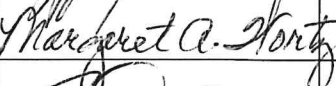
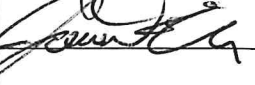
My appointment expires: 4-24-24
Seal

NOTARY PUBLIC
COMMISSION EXPIRES 4-24-24
State of Kansas

184

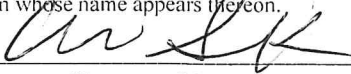
"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Cathy Resser	4028 N. Oliver	Bel Aire	10/14/23
2		Marvin E. Kessler	8700 E. 41 st St. N.	Bel Aire	10/14/23
3		Regina Carrell	4024 N Edgemoor	Bel Aire	10/14/23
4		Kathleen Fehrmann	4419 EAGLE Lake Drive	Bel Aire	10/14/23
5		Anita Culp	5545 E Falcon Ln	Bel Aire	10/14/23
6		Eric Follis	5216 E 48 th N	Bel Aire	10/14/23
7		Teresa Follis	5216 E 48 th N	Bel Aire	10/14/23
8		LINDA DOLL	5318 E. 49 th N	Bel Aire	10/14/23
9		W. JEFFREY WHITE	4152 N. PARKWOOD LN	BEL AIRE	10/14/23
10		MARGARETA A. WORTZ	4537 N. HILLCREST	BA	10/14/23
11		James D. Wilson	6609 E. Mainville	Bel Aire	10/14/23
12					
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15					

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.



(Signature of Circulator)



603 N. Birch, Valley Center KS
(Circulator's residence address)



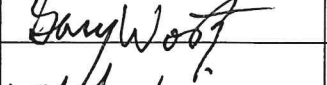
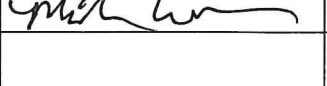
Signed and sworn to before me this 14 day of October, 2023, by Lisa K Strunk - Lisa K Strunk

Notary Public

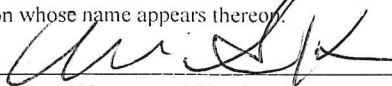
My appointment expires: 10-24-24
Seal


"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

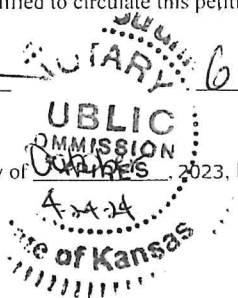
	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Barry Shirley	8104 E. 53rd N	Bel Aire	10/14/23
2		Connie L. White	4152 N. Parkwood Ln	Bel Aire	10/14/23
3		Gary Wortz	4537 N. Hillcrest	Bel Aire	10/14/23
4		Marcenda Wilson	6609 E Sunnyside Pl	Bel Aire	10/14/23
5					
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8					
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10					
11					
12					
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STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.
 (Signature of Circulator) 603 N. Birch, Valley Center KS (Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by Lisa K Strunk 
Notary Public

My appointment expires: 4-24-24
Seal



"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1	<i>Janet Stuck</i>	Janet Stuck	4270 N Westlake	Bel Aire	9-9-23
2	<i>Karen Sturcheon</i>	Karen Sturcheon	6020 Flagstaff St.	Bel Aire	9-9-23
3	<i>Deborah B. York</i>	DEBORAH B. YORK	4658 N. Farnside	Bel Aire	9-9-23
4	<i>Dr Charles Gaynor</i>	Dr Charles Gaynor	4306 N Rushwood	Bel Aire	9-9-23
5	<i>Sandra Derry</i>	Sandra Derry	4827 N Hedgerow Ct	Bel Aire	9-9-23
6	<i>Richard W Barber</i>	Richard W Barber	6660 E Shepherd	Bel Aire	9-9-23
7	<i>Marjorie L. Booker</i>	Marjorie L. Booker	5117 E. 39th N.	Bel Aire	9-9-23
8	<i>Ramona Becker</i>	RAMONA BECKER	5824 E. 48th N	BEL AIRE	9-9-23
9	<i>Kathryn A Foster</i>	Kathryn A Foster	4461 N Auburn	Bel Aire	9-9-23
10	<i>Elisa Vidal</i>	Elisa Vidal	4461 Auburn 6720	Bel Aire	9-9-23
11	<i>M. Lamar Boyd</i>	M. Lamar Boyd	6918 E. Sommerside St.	BEL AIRE	9-9-23
12	<i>Janet Taylor</i>	Janet Taylor	5615 Perry Ln	Bel Aire	9-9-23
13	<i>JAMES R. HAN</i>	JAMES R. HAN	5441 PRAIRIE HAWK	Bel Aire	9-9-23
14	<i>Treva Lichti</i>	Treva E. Lichti	6562 Shephards Crossing St.	Bel Aire	9-9-23
15	<i>Rodney A. Browning</i>	Rodney A. Browning	5526 Prairie Hawk Dr 112	Bel Aire	9-9-23

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

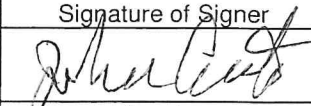
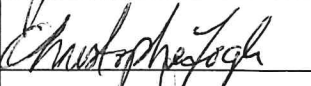





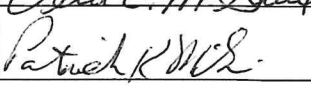
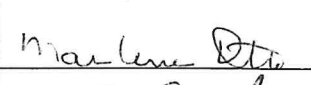
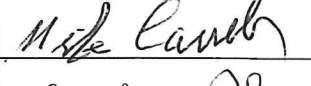
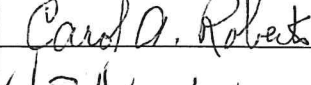
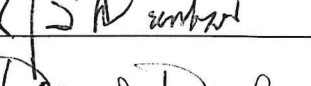

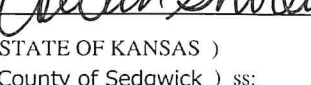
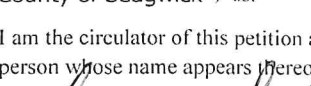
W. K. (Signature of Circulator) 603 N. Birch, Valley Center KS (Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by *Lisa K Struck* *Lisa K Struck*
Notary Public

My appointment expires: 4-2-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

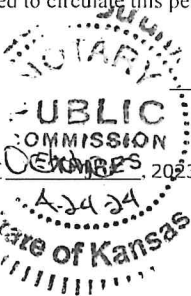
I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		John Cannata	4908 E Ashton	Bel Aire	10-14-23
2		CHRISTOPHER FOGLE	4344 EAGLE LAKE CT	BEL AIRE	10/14/23
3		Jillian Fogle	4344 Eagle Lake Ct	Bel Aire	10/14/23
4		Anna Hess	4824 N. Prestwick	Bel Aire	10/14/23
5		Marty Hess	4824 N. Prestwick	Bel Aire	10/14/23
6		Ryan Reimers	6903 E Central Park Ave	Bel Aire	10/14/23
7		Valerie Reimers	6903 E Central Park Ave	Bel Aire	10/14/23
8		VERA E. MCGUIRE	4915 Farmstead Ct	Bel Aire	10/14/23
9		PATRICK K. MCGUIRE	4915 Farmstead Ct	Bel Aire	10/14/23
10		Markene Otto	4897 E Ashton St	Bel Aire	10/14/23
11		Mike Carroll	4024 N. Edgewood	Bel Aire	10/14/23
12		Carol A Roberts	4915 N. Prestwick	Bel Aire	10/14/23
13		JSDUNBAR	6746 E SHARPLES ST 614030102	✓	✓
14		Dorothy Dunbar	✓	✓	✓
15		Colleen Shirley	8104 E 53rd N	Bel Aire	10/14/23

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears hereon.


(Signature of Circulator)



603 N. Birch, Valley Center KS
(Circulator's residence address)

Signed and sworn to before me this 14 day of OCTOBER, 2023, by Lisa K Shunk, Notary Public

My appointment expires: 12-24-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1	<i>Mark Rabe</i>	MARK Rabe	5027 N Lake Birae	Bel Aire	9-9-2023
2	<i>Nancy Todhunter</i>	NANCY TODHUNTER	5027 N. LAKE BREEZE CT	BEL AIRE	9-9-23
3	<i>Dennis Stuck</i>	Dennis Stuck	4270 N Westlake	Bel Aire	9-9-23
4	<i>Char Haynes</i>	CHARLENE HAYNES	4467 N EAGLE LAKE	BEL AIRE	09-09-23
5	<i>Thomas Haynes</i>	THOMAS HAYNES	4467 N. EAGLE LAKE	BEL AIRE	09-09-23
6	<i>Rebecca Armstrong</i>	Rebecca Armstrong	4306 N. Rushwood	Bel Aire	09-09-23
7	<i>James C Derry</i>	JAMES C DERRY	4827 N Hodgerson	Bel Aire	09-09-23
8	<i>Victoria Barbe</i>	Victoria Barbe	6660 E Shepherds Crossing	Bel Aire	9-9-2023
9	<i>Sheryl Caryl</i>	SHERYL CARYL	5444 PRAIRIE HAWK DRIVE,	BEL AIRE	9/9/23
10	<i>Lowell K. Booker</i>	LOWELL K. BOOKER	5117 E. 39TH ST N	BEL AIRE	9/9/23
11	<i>Olivia Griffin</i>	Olivia Griffin	5823 Kenowee Street	Bel Aire	9/9/23
12	<i>Max P. Bahre</i>	Max P. Bahre	3916 N Parkwood	Bel Aire	9/9/23
13	<i>Kareem Callanan</i>	Kareem Callanan	6918 E Summerside	Bel Aire	9/9/23
14	<i>Jaime Vidal</i>	Jaime Vidal	4611 ALBURN ST	Bel Aire	9/9/23
15	<i>Gary E. Foster</i>	GARY E. FOSTER	4461 ALBURN	Bel Aire KS	9-9-23

STATE OF KANSAS)
County of Sedgwick) ss:

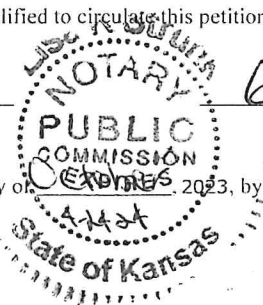
I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

Chris K
(Signature of Circulator)

603 N. Birch, Valley Center KS
(Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by *Lisack Stuck* *Lisack Stuck*

My appointment expires: 4-24-24
Seal



Notary Public

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		DANA COX	6023 PERRYTON ST	BEL AIRE	9/9/23
2		Roger Theis	4630 Farmstead CT	"	9/9/23
3		Marie McGinley	6305 E. Central Park Ct	Bel Aire	9-9-23
4		Michael Couper	4900 N Indian Oak	Bel Aire	9-9-23
5		Kellic Cooper	4900 N Indian Oak	Bel Aire	9-9-23
6		Marilyn Schmidt	4647 N. Krueger	Bel Aire	9-9-23
7		W L SCHMIDT	4647 N. KRUEGER	BEL AIRE	9-9-23
8		John Stuhlsatz	4447 Westlake Ct	Bel Aire	9-9-23
9		PETER FERRAGONE	4346 N. Rushwood CIR.	BEL AIRE	9-9-23
10		Carol Dreifort	5433 E. 47th N. Bel Aire 67220	Bel Aire	9-9-23
11		Shawn McClure	5358 N. Lycee St.	Bel Aire	9-9-23
12		TERENCE K. MCGRATH	4229 N. Eagle Lake Dr.	Bel Aire	9-9-23
13		ALBERT NIEVES	4312 Bellmore St	Bel Aire	9-9-23
14		Joyce Webber	6261 E Central PK Ct.	Bel Aire	9/9/23
15		Richard Webber	6261 E Central PK Ct.	Bel Aire	9/9/23

STATE OF KANSAS)
County of Sedgwick) ss:

I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

(Signature of Circulator)



603 N. Birch, Valley Center KS
(Circulator's residence address)

Signed and sworn to before me this 9 day of October, 2023, by Lisa K Stunk Lisa K Stunk
Notary Public

My appointment expires 4-24-24
Seal

"Shall Charter Ordinance No. 24 entitled "A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS" take effect?"

I have personally signed this petition. I am a registered elector of the State of Kansas and the City of Bel Aire, Kansas, and my residence address is correctly written after my name.

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1		Laurie A. Theis	4630 Farmstead	Bel Aire	9/9/23
2		Keith Asplund	5523 Prairie Hawk Dr	Bel Aire	9/9/23
3		M J Moody	4802 CHAPEL VIEW	Bel Aire	9/9/23
4		RODNEY BOTTORCK	4902 E 48th	BEL AIRE CITY	9/8/23
5		John Dreifort	5933 E 47th	Bel Aire	9/9/23
6		Deana Fitzsimmons	4820 N. Glendale	Bel Aire	9/9/23
7		PAMELA W. McClure	5358 N. Lycee	Bel Aire	9/9/23
8		Timothy Allen Stoltz	4335 Stafford Ct	Bel Aire	9/9/23
9		Marla E. Nieves	4312 Bellmore St.	Bel Aire	9/9/23
10		W.S. McGinley	3905 E Central Park Ct	Bel Aire	9/9/23
11		THEODORE D. FAY	6961 E PHEASANT RIDGE ST	BEL AIRE	9/9/23
12		Alexandra M. Fay	6961 E Pheasant Ridge St.	Bel Aire	9/9/23
13		C. Conroy-Brown	5018 N. Preston Ave	Bel Aire	9/9/23
14		GORDON DEPLEDGE	4931 N. HIGHLAND ST	BEL AIRE	9/9/23
15		MARY C. DEPLEDGE	4931 N. HIGHLAND	BEL AIRE	9/9/23

STATE OF KANSAS)
County of Sedgwick) ss:

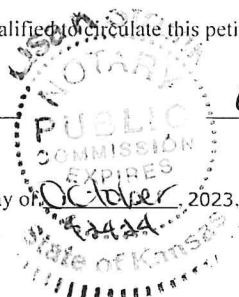
I am the circulator of this petition and I am qualified to circulate this petition and I personally witnessed the signing of the petition by each person whose name appears thereon.

(Signature of Circulator)

603 W. Birch, Valley Center KS
(Circulator's residence address)

Signed and sworn to before me this 14 day of October, 2023, by

My appointment expires 8-29-24
Seal





**STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL**

KRIS W. KOBACH
ATTORNEY GENERAL

MEMORIAL HALL
120 SW 10TH AVE., 2ND FLOOR
TOPEKA, KS 66612-1597
(785) 296-2215 • FAX (785) 296-6296
WWW.AG.KS.GOV

July 26, 2023

ATTORNEY GENERAL OPINION NO. 2023-5

Honorable Stephen Owens
State Representative, 75th District
P.O. Box 606
Hesston, Kansas 67062

Re: Official Newspapers in Cities of Second and Third Classes;
Qualifications; Kan. Const. Art. 12, § 5, Cities' Powers of Home Rule

Synopsis: K.S.A. 12-1651(a) requires second and third class cities to designate an official city newspaper for the publishing of official city business, provided the newspaper meets the qualifications set forth in K.S.A. 12-1651(b). However, under the home rule provisions of the Kansas Constitution, Kan. Const. Art. 12, § 5, which allows cities to exempt themselves from nonuniform acts of the legislature, a city may exempt itself by charter ordinance from the requirements set forth in K.S.A. 12-1651 because the statute is not uniformly applicable as it applies only to second- and third-class cities.

Dear Representative Owens:

As a member of the Kansas House of Representatives, you ask whether second class cities may exempt themselves pursuant to the Kansas Constitution's home rule powers from K.S.A. 12-1651 which requires such cities to designate an official newspaper for the publication of official city business. You also ask whether such a city may designate its webpage as its "official city newspaper."

For reasons explained below, we conclude that a second class city may exempt itself by charter ordinance from the requirements of K.S.A. 12-1651, and once having done so, may then choose to publish official city business on its own webpage.

The home rule provisions of the Kansas Constitution empower cities to “determine their local affairs.”¹ “Taking effect in 1961, the home rule amendment empowered local governments to determine their local affairs and government by ordinance.”² This constitutional provision is to be liberally construed in order to give cities the largest measure of self-government.³ While a city’s home rule authority is not limitless, any city may by charter ordinance elect to have an enactment of the legislature not apply to such city if the enactment is not uniformly applicable to all cities.⁴

Applying the uniformity element, it is clear on the face of K.S.A. 12-1651 that it is not a uniformly applicable statute. K.S.A. 12-1651 contains two major provisions. Subsection (a) states as follows:

“The governing body of each city of the second and third class shall designate by resolution a newspaper to be the official city newspaper. Once designated the newspaper shall be the official city newspaper until such time as the governing body designates a different newspaper.”

Subsection (b) lists the qualifications a newspaper must have in order to qualify as an official city newspaper.

Subsection (a) refers only to cities of the second and third class, meaning the requirement in the statute is limited to only those types of cities, not to all cities. Thus, the statute is not uniform. For example, cities of the first class must abide by K.S.A. 64-101 when designating an official city newspaper. Accordingly, a city of the second class may exempt itself from the requirements of K.S.A. 12-1651 provided its governing body properly enacts a charter ordinance doing so.

As to the question of whether a city of the second class may instead designate its webpage as its “official city newspaper,” we see nothing in state law that prohibits a second class city, once it has exempted itself from K.S.A. 12-1651 by charter ordinance, from publishing official city business on its own website. However, we would note that publication by website would not be sufficient where some other form of publication is specifically mandated.⁵

¹ Kan. Const. Art. 12, § 5(b).

² *Dwagfys Mfg., Inc. v. City of Topeka*, 309 Kan. 1336, 1339, 443 P.3d 1052 (2019).

³ Kan. Const. Art. 12, § 5(d).

⁴ Kan. Const. Art 12, § 5(c); *City of Junction City v. Griffin*, 227 Kan. 332, 337, 607 P.2d 459 (1980).

⁵ See K.S.A. 79-2929 (governing body of city must allow taxpayers opportunity to be heard on budget by giving notice of such budget meeting by publication in a weekly or daily newspaper); K.S.A. 60-307(d) (service by publication requires notice be published in newspaper in county where lawsuit filed).

Sincerely,

/s/Kris Kobach

Kris W. Kobach
Attorney General

/s/Anthony J. Powell

Anthony J. Powell
Solicitor General



August 17, 1994

ATTORNEY GENERAL OPINION NO. **94-103**

Mike Ward
Butler County Attorney
214 W. Central
El Dorado, Kansas 67042

Re:

Constitution of the State of Kansas-- Corporations--Cities' Powers of Home Rule; Charter Ordinances-Election

Synopsis:

The home rule provision of the Kansas constitution does not require that a city hold an election if a successful petition action is brought demanding such an election. However, failure to hold an election renders the charter ordinance ineffective. Cited herein: Kan. Const., art. 12, sec. 5.

* * *

Dear Mr. Ward:

You request an opinion whether the home rule provisions of the Kansas constitution (article 12, section 5) require that a city hold an election in a situation where a successful petition puts a charter ordinance to a vote. Evidently, the governing body passed charter ordinance no. 10 which purported to exempt the city from various statutes dealing with the division of the city into wards and a requirement of an elected city treasurer. The city decided against pursuing charter ordinance 10 when the electors were successful in demanding that it be put to a vote. The city has now passed three charter ordinances (charter ordinances 11, 12 and 13) dealing with the same topics that charter ordinance 10 addressed in a purported attempt to discover which issues the electors do not support.

You question the legality of the city's action in not calling an election on charter ordinance 10 and passing charter ordinances 11, 12 and 13 which address the same topics contained in charter ordinance 10 thus forcing the electors to mount another petition drive.

Article 12, section 5(c)(3) states, in part, as follows:

"No charter ordinance shall take effect until 60 days after its final publication. If within 60 days of its final publication a petition . . . shall be filed in the office of the clerk of such city demanding that such ordinance be submitted to vote of the electors, it shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon. An election, if called, shall be called within 30 days and held within 90 days after the filing of the petition." (Emphasis added).

This provision is clear that an election is optional and, consequently, there is no requirement that a city hold an election if a charter ordinance is challenged by way of petition. Heim, Kansas Bar Assn. Handbook on Kansas Local Government, sec. 3.57 (1991). However, failure to hold an election makes the charter ordinance ineffective.

Finally, there is nothing which prevents the city from enacting other charter ordinances as long as the constitutional requisites are followed (*i.e.* two-third vote of the governing body and publication). While it may appear that the city of Andover is thwarting the will of the electors by resurrecting charter ordinance 10 in the guise of charter ordinances 11, 12 and 13 the constitution does not prohibit such action.



Very truly yours,

ROBERT T. STEPHAN
Attorney General of Kansas

Section XII, Item F.

Mary Feighny
Assistant Attorney General

RTS:JLM:MF:jm

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(Published in *The Ark Valley News* on August 24, 2023 and August 31, 2023)

CHARTER ORDINANCE NO. 24

A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, the City of Bel Aire, Kansas (the “City”) is a city of the second class duly organized and existing under the laws of the State of Kansas; and

WHEREAS, pursuant to Article 12, Section 5, of the Constitution of the State of Kansas, cities are empowered to determine their local affairs and government except for legislative enactments applicable uniformly to all cities; and

WHEREAS, K.S.A. 12-1651 applies to the City, and its provisions are not uniformly applicable to all cities in that K.S.A. 12-1651 applies only to cities of the second and third class; and

WHEREAS, the Governing Body of the City hereby determines that it is in the best interest of the City to exempt the City from K.S.A. 12-1651 and to provide substitute provisions for such statute; and

WHEREAS, the City finds it necessary and advisable to amend and restate Section 2.4.1. of Chapter 2, Article 4 of the Code of the City of Bel Aire, Kansas (the “City”) relating to the designation of the official city newspaper.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Inapplicability. The City, by virtue of the powers vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from and hereby make inapplicable to it the provisions of K.S.A. 12-1651. Such referenced provision is applicable to the City but is part of enactments not uniformly applicable to all cities and the City finds and determines it necessary and advisable to provide substitute provisions as set forth herein.

Section 2. Substitute Provisions. By virtue of the powers vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, the City hereby enacts the following substitute and

additional provisions of K.S.A. 12-1651 by amending and restating Section 2.4.1., Chapter 2, Article 4 of the Code. Section 1-218, Chapter I, Article 2 of the Code is amended and restated to read as follows:

2.4.1. Official Newspaper or Website.

The Governing Body of the City shall designate by resolution from time to time an official city newspaper that meets one of the qualifications set forth below. Once designated the publication method shall be the official city newspaper until such time as the governing body designates a different official city newspaper by resolution.

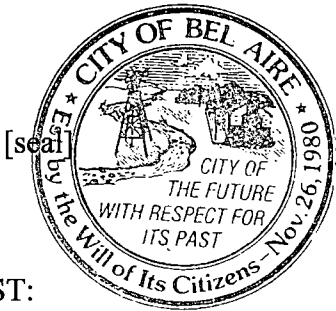
- (a) The newspaper selected as the official city newspaper may be a printed newspaper which has the following qualifications: (i) It must be published at least weekly 50 times each year and have been so published for at least one year prior to the publication of any official city publication; (ii) It must be entered at the post office of publication as second-class mail matter; (iii) More than 50% of the circulation must be sold to the subscribers either on a daily, weekly, monthly or yearly basis; and (iv) It shall have general paid circulation on a daily, weekly, monthly or yearly basis in the county and shall not be a trade, religious or fraternal publication; or
- (b) In the alternative, the official city newspaper may be a designated website which has the following qualifications: (i) It must be a public facing website available to website users at all times, except during website maintenance as reasonably determined necessary by the City Administrator; (ii) The website must be easily accessible from the City's website home page (<https://www.BelAireks.gov>); (iii) It must be available to website users free of charge; and (iv) All current notices and unrepealed ordinances uploaded to the website for publication shall be uploaded in their entirety during any period they are in effect.

Section 3. Publication. This Charter Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

Section 4. Effective Date. This is a Charter Ordinance and shall take effect 61 days after final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case this Ordinance shall become effective if approved by the majority of the electors voting thereon.

[Remainder of Page Intentionally Left Blank]

PASSED, APPROVED AND ADOPTED by two-thirds majority of the Governing Body of the City of Bel Aire, Kansas and approved by the Mayor this 15th day of August, 2023.



CITY OF BEL AIRE, KANSAS

By Jim Benage
Jim Benage, Mayor

ATTEST:

By Melissa Krehbiel
Melissa Krehbiel, City Clerk

Passed: 08/15/2023
Published: 08/24/2023
08/31/2023
Effective: 10/31/2023

Public notice

(Published In The Ark Valley News Aug. 24, 2023. Subsequently published on Aug. 31, 2023.)

CHARTER ORDINANCE NO. 24

A CHARTER ORDINANCE EXEMPTING THE CITY OF BEL AIRE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651, PROVIDING SUBSTITUTE PROVISIONS REGARDING THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, AND AMENDING AND RESTATING SECTION 2.4.1., CHAPTER 2, ARTICLE 4 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS.

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WHEREAS, pursuant to Article 12, Section 5, of the Constitution of the State of Kansas, cities are empowered to determine their local affairs and government except for legislative enactments applicable uniformly to all cities; and

WHEREAS, K.S.A. 12-1651 applies to the City, and its provisions are not uniformly applicable to all cities in that K.S.A. 12-1651 applies only to cities of the second and third class; and

WHEREAS, the Governing Body of the City hereby determines that it is in the best interest of the City to exempt the City from K.S.A. 12-1651 and to provide substitute provisions for such statute; and

WHEREAS, the City finds it necessary and advisable to amend and restate Section 2.4.1. of Chapter 2, Article 4 of the Code of the City of Bel Aire, Kansas (the "City") relating to the designation of the official city newspaper.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING

BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Inapplicability. The City, by virtue of the powers vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from and hereby make inapplicable to it the provisions of K.S.A. 12-1651. Such referenced provision is applicable to the City but is part of enactments not uniformly applicable to all cities and the City finds and determines it necessary and advisable to provide substitute provisions as set forth herein.

Section 2. Substitute Provisions. By virtue of the powers vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, the City hereby enacts the following substitute and additional provisions of K.S.A. 12-1651 by amending and restating Section 2.4.1., Chapter 2, Article 4 of the Code. Section 1-218, Chapter 1, Article 2 of the Code is amended and restated to read as follows:

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(a) The newspaper selected as the official city newspaper may be a printed newspaper which has the following qualifications: (i) It must be published at least weekly 50 times each year and have been so published for at least one year prior to the publication of any official city publication; (ii) It must be entered at the post office of publication as second-class mail matter; (iii) More than 50% of the circulation must be sold to the subscribers either on a daily,

weekly, monthly or yearly basis; and (iv) It shall have general paid circulation on a daily, weekly, monthly or yearly basis in the county and shall not be a trade, religious or fraternal publication; or

(b) In the alternative, the official city newspaper may be a designated website which has the following qualifications: (i) It must be a public facing website available to website users at all times, except during website maintenance as reasonably determined necessary by the City Administrator; (ii) The website must be the easily accessible from the City's website home page (<https://www.BelAireks.gov>); (iii) It must be available to website users free of charge; and (iv) All current notices and unrevoked ordinances uploaded to the website for publication shall be uploaded in their entirety during any period they are in effect.

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Section 4. Effective Date. This is a Charter Ordinance and shall take effect 61 days after final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case this Ordinance shall become effective if approved by the majority of the electors voting thereon.

PASSED, APPROVED AND ADOPTED by two-thirds majority of the Governing Body of the City of Bel Aire, Kansas and approved by the Mayor this 15th day of August, 2023.

CITY OF BEL AIRE, KANSAS
By: Jim Benage, Mayor

ATTEST:
By: Melissa Krehbiel, City Clerk

Affidavit of Publication

STATE OF KANSAS.
SEDGWICK COUNTY, ss.

Chris Strunk, being first duly sworn, deposes and says: That he is Publisher of The Ark Valley News, formerly The Valley Center Index, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Sedgwick County Kansas, with a general paid circulation on a yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Valley Center in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 2 consecutive weeks, the

first publication thereof being made as aforesaid on the 24th day of August, 2023.

with subsequent publications being made on the following dates:

Aug. 31, 2023 _____, 2023
_____, 2023 _____, 2023
_____, 2023 _____, 2023

Subscribed and sworn to before me this 31st day of August, 2023.

My commission expires _____
Additional copies _____

Printer's fee _____



City of Bel Aire, Kansas

STAFF REPORT

DATE: 11/07/2023

TO: City Council

FROM: Marty McGee

RE: Pump house



BACKGROUND: The Bel Aires pump house is the only point of connection with Wichita’s water system. The pump house consist of four water pumps and two back flow devices that feed water from Wichita to Bel Aire. Every year Wichita requires us to have the backflow devices tested to ensure they are working properly.

DISCUSSION: The pump house controls the amount of water Wichita feeds to Bel Aire. This consist of up to 1.8 million gallons a day. The back flow device is a critical device that helps water move forward without any backflow through the water main. When the back flow device is not working correctly it is possible to have the city’s drinking water contaminated due to pressure changes in the pipes. For example, backflow can happen when there’s a break in the main water line or a fire hydrant is open for use. Because water pressure is lost during these events, water is no longer pushed forward into homes and will flow backwards into the city water lines. On October 24th, I had Fire Protection Services come out to perform the annual inspections that are required by the City of Wichita. At this time, it was brought to my attention the back flow devices are not holding pressure and need to be replaced. The current back flow device is discontinued and was last manufactured in 1986.

Fire Protection Systems	Bid amount	Lead time
Fire Protection Services	\$42,110.00	8-10 Weeks

FINANCIAL CONSIDERATIONS: Funding for this project will be taken out of the Water System Improvements line of Water Funds.

POLICY DECISION: Staff contacted three companies requesting an inspection, however Fire Protection Services was the only company available to evaluate the backflow device before October 28th, 2023. It is common practice to have the company evaluate the device rebuild/repair or replace the device as recommended during the inspection.

RECOMENDATION: Staff recommends the City Council accept the proposal from Fire Protection Systems.



City of Bel Aire 7651 E.
Central Park Bel Aire,
KS. 67226

RE: City of Bel Aire
4105 N. Woodlawn Blvd.
Backflow Preventers

We are pleased to offer you our estimate of costs to remove the existing double check backflow preventer, that is unable to be repaired, and install a new double check backflow preventer in the same spot. This installation will include all appropriate testing and paperwork to file with the City of Wichita. This price is based on the city valve shutting off and holding properly. Our price to replace **one device** is a total of **\$ 22,305.00 (Twenty-Two Thousand Three Hundred and Five Dollars)**.

The above price is per backflow. If we can replace both devices at the same time, I can offer a discount of **\$ 2,500.00** bringing the total for **both** backflows to **\$ 42,110.00**.

Exclusions:

1. Hydro Static Testing.
2. Design and/or Inspections by local AHJ.
3. Installing or testing the underground fire main, other than listed above.
4. Electrical work for the alarms or a fire alarm panel.
5. Painting the sprinkler pipe, valves, fittings, hangers, etc.
6. Any piping identification markers.
7. Any seismic bracing.
8. Any work outside of the specific contract area.
9. All work will be performed during normal working hours, 7:00 am to 4:00 pm, Monday through Friday.

If you have any questions regarding our proposal, please call or email.

Best Regards,

FIRE PROTECTION SERVICES, LLC.

Nick Pina



City of Bel Aire, Kansas

STAFF REPORT

DATE: September 25, 2023

TO: Governing Body

FROM: Chief Darrell Atteberry

RE: Axon Body Cameras



BACKGROUND:

AGENDA ITEM DESCRIPTION: The City of Bel Aire Police Department seeks to acquire updated Axon Body Cameras (BWC).

The police department has used Axon Body Cameras since 2014. The cameras have proven invaluable. The videos have been used to help officers accurately describe criminal and non-criminal events, to provide clear and compelling evidence for citizens with complaints, and as evidence in court cases.

The police department is budgeted through the Equipment Replacement Fund to purchase BWCs. The police department last purchased BWCs in 2019 with the purchase spread over 60 months.

BACKGROUND HISTORY: The City of Bel Aire Police Department maintains thirteen BWCs. All are used by officers, full-time and part-time, during events and contacts while on patrol. The BWCs have proven invaluable in memorializing events on criminal and non-criminal events.

The current contract is due to retire in November of 2024. The Bel Aire Police Department was contacted by our Axon representative and advised that Axon products would see a 6% increase in price on Jan 1, 2024.

As part of the contract, the BAPD will get unlimited storage. This was a move from 2-TB. The BAPD maxes out its contracted amount each year necessitating the purchase of additional storage.

Additionally, with the new contract the BAPD will get three additional cameras and an automatic equipment exchange every two years. This means we will get sixteen new upgraded cameras every two years. The cost is already in the new contract and will not have to be renegotiated if the price goes up later. If a camera is damaged or becomes unusable, the contract covers replacement and recovery of data.

This contract will include the cameras, docks, warranties, licenses, cables, equipment exchange, and storage.

The new BWCs will integrate with the newly acquired vehicle cameras.

FINANCIAL IMPACT:

Through negotiations with Axon the City would get a refund on the remainder of the current contract that would have ended in November 2024. The refund of \$7,422.80 will be spread over the 60-months of the contract.

Cameras, docks, warranties, licenses, cables, equipment exchange, and storage	\$84,454
---	----------

The \$84,454 will be spread over a 60-month period.

The annual amount is included in the annual budget for 2024.

The City Attorney has reviewed the Axon contract and has approved to form.

STAFF RECOMMENDATION: Staff recommend approval of the purchase of the Axon cameras, docks, cables, warranties, storage, and license at the cost of \$84,454 with the payment to be spread over 60-months.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-524283-45229.851SR

Issued: 10/30/2023

Quote Expiration: 11/17/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 327038

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-7651 E Central Park Ave 7651 E Central Park Ave Bel Aire, KS 67226-7600 USA	BEL AIRE POLICE DEPT. - KS 7651 E Central Park Ave Bel Aire KS 67226-7600 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Henry Torres Phone: Email: htorres@axon.com Fax:	Robey Foxx Phone: (316) 744-6000 Email: rfoxx@belaireks.gov Fax: (316) 744-3739

Quote Summary

Program Length	60 Months
TOTAL COST	\$84,454.00
ESTIMATED TOTAL W/ TAX	\$84,454.00

Discount Summary

Average Savings Per Year	\$6,036.44
TOTAL SAVINGS	\$30,182.20

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$8,445.41	\$0.00	\$8,445.41
Jan 2025	\$16,890.80	\$0.00	\$16,890.80
Jan 2026	\$19,705.93	\$0.00	\$19,705.93
Jan 2027	\$19,705.93	\$0.00	\$19,705.93
Jan 2028	\$19,705.93	\$0.00	\$19,705.93
Total	\$84,454.00	\$0.00	\$84,454.00

Section XII, Item H.

Quote Unbundled Price: \$114,636.20
 Quote List Price: \$105,181.40
 Quote Subtotal: \$84,454.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$7,422.80)	(\$7,422.80)	\$0.00	(\$7,422.80)
100552	TRANSFER CREDIT - GOODS AXON	1			\$1.00	\$4,471.20	\$4,471.20	\$0.00	\$4,471.20
BWCamTAP	Body Worn Camera TAP Bundle	16	60	\$37.87	\$32.50	\$32.50	\$31,200.00	\$0.00	\$31,200.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$70.49	\$34.66	\$34.66	\$4,159.20	\$0.00	\$4,159.20
A la Carte Hardware									
100775	AB4 MAGNETIC DISCONNECT CABLE	16			\$39.00	\$39.00	\$624.00	\$0.00	\$624.00
H00001	AB4 Camera Bundle	14			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	2			\$849.00	\$849.00	\$1,698.00	\$0.00	\$1,698.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	16	60		\$26.04	\$26.04	\$24,998.40	\$0.00	\$24,998.40
ProLicense	Pro License Bundle	5	60		\$42.31	\$42.25	\$12,675.00	\$0.00	\$12,675.00
BasicLicense	Basic License Bundle	15	60		\$16.27	\$13.39	\$12,051.00	\$0.00	\$12,051.00
Total							\$84,454.00	\$0.00	\$84,454.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	14	01/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	01/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	16	01/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	3	01/01/2024
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	10	01/01/2024
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	3	01/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	3	01/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	3	01/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	01/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	01/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	01/01/2024
A la Carte	100775	AB4 MAGNETIC DISCONNECT CABLE	16	01/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	07/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	16	07/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	01/01/2029
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	16	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	02/01/2024	01/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	15	02/01/2024	01/31/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	02/01/2024	01/31/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	02/01/2024	01/31/2029
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	16	02/01/2024	01/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	01/01/2025	01/31/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	16	01/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS AXON	1	\$447.12	\$0.00	\$447.12
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$742.28)	\$0.00	(\$742.28)
Year 1	100775	AB4 MAGNETIC DISCONNECT CABLE	16	\$62.40	\$0.00	\$62.40
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	16	\$2,499.84	\$0.00	\$2,499.84
Year 1	BasicLicense	Basic License Bundle	15	\$1,205.10	\$0.00	\$1,205.10
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$415.92	\$0.00	\$415.92
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	16	\$3,120.01	\$0.00	\$3,120.01
Year 1	H00001	AB4 Camera Bundle	14	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	2	\$169.80	\$0.00	\$169.80
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	5	\$1,267.50	\$0.00	\$1,267.50
Total				\$8,445.41	\$0.00	\$8,445.41

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS AXON	1	\$894.24	\$0.00	\$894.24
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,484.56)	\$0.00	(\$1,484.56)
Year 2	100775	AB4 MAGNETIC DISCONNECT CABLE	16	\$124.80	\$0.00	\$124.80
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	16	\$4,999.68	\$0.00	\$4,999.68
Year 2	BasicLicense	Basic License Bundle	15	\$2,410.20	\$0.00	\$2,410.20
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	16	\$6,240.00	\$0.00	\$6,240.00
Year 2	H00001	AB4 Camera Bundle	14	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	2	\$339.60	\$0.00	\$339.60
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$16,890.80	\$0.00	\$16,890.80

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS AXON	1	\$1,043.28	\$0.00	\$1,043.28
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,731.99)	\$0.00	(\$1,731.99)
Year 3	100775	AB4 MAGNETIC DISCONNECT CABLE	16	\$145.60	\$0.00	\$145.60
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	16	\$5,832.96	\$0.00	\$5,832.96
Year 3	BasicLicense	Basic License Bundle	15	\$2,811.90	\$0.00	\$2,811.90
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$970.47	\$0.00	\$970.47
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	16	\$7,280.01	\$0.00	\$7,280.01
Year 3	H00001	AB4 Camera Bundle	14	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	2	\$396.20	\$0.00	\$396.20
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	5	\$2,957.50	\$0.00	\$2,957.50
Total				\$19,705.93	\$0.00	\$19,705.93

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Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS AXON	1	\$1,043.28	\$0.00	\$1,043.28
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,731.99)	\$0.00	(\$1,731.99)
Year 4	100775	AB4 MAGNETIC DISCONNECT CABLE	16	\$145.60	\$0.00	\$145.60
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	16	\$5,832.96	\$0.00	\$5,832.96
Year 4	BasicLicense	Basic License Bundle	15	\$2,811.90	\$0.00	\$2,811.90
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$970.47	\$0.00	\$970.47
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	16	\$7,280.01	\$0.00	\$7,280.01
Year 4	H00001	AB4 Camera Bundle	14	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	2	\$396.20	\$0.00	\$396.20
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	5	\$2,957.50	\$0.00	\$2,957.50
Total				\$19,705.93	\$0.00	\$19,705.93

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS AXON	1	\$1,043.28	\$0.00	\$1,043.28
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,731.99)	\$0.00	(\$1,731.99)
Year 5	100775	AB4 MAGNETIC DISCONNECT CABLE	16	\$145.60	\$0.00	\$145.60
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	16	\$5,832.96	\$0.00	\$5,832.96
Year 5	BasicLicense	Basic License Bundle	15	\$2,811.90	\$0.00	\$2,811.90
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$970.47	\$0.00	\$970.47
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	16	\$7,280.01	\$0.00	\$7,280.01
Year 5	H00001	AB4 Camera Bundle	14	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	2	\$396.20	\$0.00	\$396.20
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	5	\$2,957.50	\$0.00	\$2,957.50
Total				\$19,705.93	\$0.00	\$19,705.93

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract 00024988 (shell 00056010) originated via Quote(s): Q-233731 (shell Q-312510), Q-254741, Q-272293, Q-461369

Agency is terminating those contracts effective 02/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$2,951.60) to the quote for paid but undelivered items.

_____ Signature	_____ Date Signed
10/30/2023	



City of Bel Aire, Kansas
Treasurer's Quarterly Financial Report
For the Third Quarter, Ending September 30, 2023

**Revenue receipts and expenses include fund transfers.*

Fund Description	Beginning Balance 07/01/2023	Revenue Receipts	Expenses	Ending Balance 09/30/2023
General Fund	5,650,488	1,349,640	2,969,152	4,030,976
Water Utility Fund	2,547,647	1,135,049	1,244,033	2,438,664
Sewer Utility Fund	3,275,557	824,664	805,230	3,294,991
Special Street & Highway Fund	258,733	188,168	72,811	374,089
Capital Improvement Reserve Fund	2,964,436	27,778	214,338	2,777,875
Equipment Reserve Fund	523,835	304,512	305,825	522,522
Bond & Interest Fund	2,181,997	793,445	62,431	2,913,011
Capital Projects Fund	-50,533	0	-46,655	-3,877
Land Bank Fund	5,739,418	76,233	0	5,815,651
Solid Waste Utility Fund	391,274	165,160	225,955	330,479
Stormwater Utility Fund	432,548	25,808	568	457,789
Trustee Fund (COP & PBC)	-1,052,128	1,212,340	44,189	116,023
Drug Forfeiture Funds	3,653	0	0	3,653
Capital Projects #2 Fund	4,426,656	43,345	1,011,646	3,458,354
Total Cash on Hand	27,293,583	6,146,143	6,909,524	26,530,201

Temporary Notes (Outstanding)	15,030,000
General Obligation Bonds (Outstanding)	32,070,000
PBC Revenue Bonds (Outstanding)	14,475,000
Total Outstanding Debt	61,575,000

I do hereby certify the above statement to be correct, to the best of my knowledge.

Deborah Appel, City Treasurer





Bel Aire Utility Advisory Committee Meeting Agenda
Wednesday; November 8, 2023; 3:00 pm – 5:00 pm; City Hall Senior Center

- 1) Call to Order
- 2) Roll Call: ____Dan Broyles, ____Terry Ercolani, ____Antonio Kitt, ____Bill Moss, ____ Art Tenbrink
- 3) Approval of today’s meeting agenda.
- 4) Approval of October 11, 2023 meeting minutes.
- 5) New business:
 - A) 2024 UAC officer elections
 - B) Lead and Copper Project Initiative
 - C) CCUA Updates
 - D) Kechi tree limb and brush waste disposal?
 - E) December “*Did You Know?*”
- 6) Round table discussions: Ty Lasher 2024 retirement, public works director Marty McGee, lift stations Flygt Chopper Pumps, lift station oxygenator and CCUA BOD
- 7) Next UAC activity: UAC meeting December 13, 2023; 3-5 pm; City Hall Senior Center
- 8) Old, Continuing, and Future Business: Legionnaire’s disease overview presentation
- 9) Rainfall Y-T-D

Location	Inches	Average Deviation
Eisenhower Airport	25.27	-6.39
Bel Aire	29.75	-1.91

- 10) Calendar

	Drug take-back—Business days and hours of Bel Aire Police Dept lobby	
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- 11) As may arise
- 12) Adjournment



MANAGERS REPORT

DATE: November 2, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: November 7, 2023 Agenda

Proclamation – Veterans Day (Item V)

Veterans Day, November 11th - In 1954, the federal government declared November 11th as Veterans Day and designated it a federal legal holiday. Veterans Day is celebrated and commemorated in observance of those Americans serving or have served in the armed forces, for their honor, sacrifice, courage, and dedication.

Consent Agenda (Item VII)

The consent agenda contains the October 17, 2023, Regular City Council Minutes, October 25, 2023 Special Council Meeting and October 30, 2023 Special Council Meeting.

Appropriations Ordinance (Item VIII)

This reporting period encompasses 20 days and includes two payroll periods. Debt and O & M of CCUA totaled \$195,000. 53rd Street work from Oliver to Woodlawn came to \$56,800. Various engineering projects totaled \$288,000. Paving in Bristol Hollows amounted to \$318,000. Water purchased for the City of Wichita was \$136,300 with trash fees to Waste Connections equaling \$43,000. Aegion/Insituform received \$102,240 payment for sewer lining project, leaving a project balance of \$31K to be paid in November. Two Dodge Durango's and PD graphics were purchased for \$87,882 through the Equipment Reserve fund. Up-fitting will be invoiced when work is complete.

City Requested Appearances (Item IX)

None

Ordinance and Resolution, GO Bonds, Series 2023A (Items A – B)

On October 17th, Council authorized the sale of general obligation bonds. These bonds will retire temp notes for projects that were special assessed in September. Per state statute, a notice of public hearing was published in the Ark Valley News, and the hearing for the special assessments was held at the September 19th Council meeting. Bids are scheduled to be taken for the bonds on November 7th, before the Council meeting. The bond will be for 20 years and special assessments collected from the benefiting lots will cover the annual bond payments. Now the Ordinance and Resolution (Items A&B) come before Council for consideration. The Ordinance will finalize the sale to the chosen bidder, and the Resolution will determine further details, such as delivery of the Bonds. Below are the specific projects with dollar amounts being funded via the GO bond:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount*</u>
<i>Bristol Hollows Phase 1</i>			
Drainage	R-20-01	K.S.A. 12-6a01 <i>et seq.</i>	\$685,034.35
Street	R-20-02	K.S.A. 12-6a01 <i>et seq.</i>	468,172.85
Sanitary Sewer	R-20-03	K.S.A. 12-6a01 <i>et seq.</i>	287,911.98
Water Distribution	R-20-04	K.S.A. 12-6a01 <i>et seq.</i>	133,528.49
<i>Central Park 3rd Addition Phase 2</i>			
Paving	R-20-05	K.S.A. 12-6a01 <i>et seq.</i>	358,326.65
Sanitary Sewer	R-20-06	K.S.A. 12-6a01 <i>et seq.</i>	184,536.06
Water Distribution	R-20-07	K.S.A. 12-6a01 <i>et seq.</i>	95,035.52
<i>Rock Spring Addition Phase 7</i>			
Paving	R-20-12	K.S.A. 12-6a01 <i>et seq.</i>	334,377.11
Sanitary Sewer	R-20-13	K.S.A. 12-6a01 <i>et seq.</i>	66,839.54
Water	R-20-14	K.S.A. 12-6a01 <i>et seq.</i>	66,788.07
<i>Woodlawn Avenue Improvements</i>	R-17-20, R-20-16 and R-23-	Charter Ordinance No. 19	2,789,393.33

*Excludes some finance and interest costs

Kevin Cowan will be at the meeting to answer any questions.

Resolution, GO Temporary Notes, Series 2023B (Item C)

Also on October 17th, the Council authorized the sale of temp notes to fund new improvements petitioned by property owners. Now, Council will consider a Resolution finalizing the sale of the Temp Notes. Kevin Cowan can also answer any questions related to the Temp Notes.

The temp note is for a period of three years. After the improvements are completed with total costs determined, a GO bond will be issued to pay off the temp note and permanently finance the improvements for 20 years. Below is the list of projects being funded by the temp note:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Estimated Cost*</u>
<i>Homestead – Water Improvements</i>	R-22-49	K.S.A. 12-6a01 <i>et seq.</i>	\$236,000
<i>Cozy Drive – Paving Improvements</i>	R-23-01	K.S.A. 12-6a01 <i>et seq.</i>	465,000
<i>Aurora Park – Paving Improvements</i>	R-23-02	K.S.A. 12-6a01 <i>et seq.</i>	677,000
<i>Arthur Heights</i>			
Water	R-23-10	K.S.A. 12-6a01 <i>et seq.</i>	143,000
Sanitary Sewer	R-23-09	K.S.A. 12-6a01 <i>et seq.</i>	73,000
Paving	R-23-08	K.S.A. 12-6a01 <i>et seq.</i>	263,000
<i>Sunflower Commerce Park 3rd Addition</i>			
Water	R-2023-14	K.S.A. 12-6a01 <i>et seq.</i>	350,000
Sanitary Sewer	R-2023-12	K.S.A. 12-6a01 <i>et seq.</i>	450,000
Paving	R-2023-11	K.S.A. 12-6a01 <i>et seq.</i>	1,050,000
Drainage	R-2023-13	K.S.A. 12-6a01 <i>et seq.</i>	1,750,000
<i>Webb Road – Water Improvements</i>	R-23-18	K.S.A. 12-6a01 <i>et seq.</i>	625,000

*Excluding temporary note interest and cost inflation factor

Gravel Roads Task Force Recommendations (Item D)

At their last meeting, the Aurora Park Gravel Roads Task Force agreed to recommend the City complete the drainage improvements recommended by Garver in their drainage study. Specifically beginning with four intersections outlined in the report. In addition, they believe a slower speed will help reduce dust and issues with the gravel streets. Therefore, they are recommending the city survey residents to see if there is support to lower the speed limits on gravel roads. Staff would like to review the reports and discuss these items at a future workshop.

Owners Representative (Item E)

Understanding Integra could be locating on the southeast corner of Rock and K-254 in Bel Aire, several public infrastructure improvements will need made. These include water, sewer, and street upgrades. All of which must be completed in two years to be ready for Integra's start date. This means

numerous projects occurring at once such as design engineering, construction, and inspections. Bel Aire does not have the staff to manage multiple projects at once. Therefore, a request for proposals was created to solicit companies who can handle the many projects occurring at once and represent the city. Included in the packet is a copy of the RFQ. Seven companies received the RFQ and two responded, PEC and Burns & McDonnell. Both proposals are included in the packet.

Mayor Benage created an interview committee consisting of him, Councilmember Welch, Ted Henry, and Anne Stephens. PEC was interviewed on October 17th and Burns & McDonnell on October 19th. The committee unanimously felt PEC had the best proposal, experience, and knowledge to represent the City. Action on the agenda is to accept the committee's recommendation and authorize staff to negotiate an agreement. The agreement will not be approved until Integra is ready to start construction or when the Governing Body feels it is in the best of the City to bring on an owner's representative. At that point, the agreement will come before the governing body for approval.

Charter Ordinance #24 (Item F)

Kansas Statutes require certain documents to be published in an official city newspaper. The Ark Valley News was designated as Bel Aire's official city newspaper many years ago. Ordinances, charter ordinances, IRB documents, budgets, hearings, etc. are all types of notices that require publication. The city has spent \$4,000 to date for publications, \$8,000 in 2021 and \$10,000 in 2022. On July 26, 2023, the Kansas Attorney General issued Opinion 2023-5 that states cities of the second and third class may utilize home rule to exempt themselves out of designating a print newspaper as its official city newspaper and instead designate the city website as its official city newspaper. The Governing Body approved Charter Ordinance #24 on August 15, 2023 which allows the city to name the Bel Aire website as the official city publication source for required public notices. As with any charter ordinance, a Petition for Referendum must be filed within 61 days after final publication. On October 16th a petition was received by the Sedgwick County Election office and validated. There were 1,524 ballots cast at the 2021 General Election on Nov. 2, 2021, therefore 151 signatures are required for a valid petition. 224 signatures were received, 211 accepted and 13 rejected. Ark Valley News then filed the validated petition with the City on October 19, 2023.

Per state statutes, once the petition is filed, the special election must be called within 60 days and held within 90 days. A special election cannot

be held in conjunction with the presidential primary on March 19, 2024 or within 60 days of a county wide election (March 19, 2024 and November 7, 2024). Very few elections are held on days other than a Tuesday, but it can be done. However, the state election director must approve dates if not on a Tuesday. At this point, there are only two dates that work and meet all statutory requirements: January 9, 2024 or January 16, 2024. Both dates present problems for election staff.

The Governing Boyd has three options. The first is to approve a special election. The second is to rescind the Charter Ordinance and continue publishing notices as required. The third is to rescind the Charter Ordinance and approve a new Charter Ordinance near the next general election and have the question included on that ballot which would be August 6, 2024.

Quote for Backflow Devices (Item G)

In October, Public Works contacted Fire Protection Services to perform the annual inspection of Bel Aire's water pump system. The annual inspection is required by the City of Wichita as a condition for connecting to Wichita's water system. The inspection revealed that the two backflow devices have reached the end of their life cycle, are not holding pressure, and need to be replaced. The current backflow devices are discontinued and were last manufactured in 1986. The backflow devices are an essential part of the water supply system. When the backflow device is not working correctly it is possible to have the city's drinking water contaminated due to pressure changes in the pipes. Staff contacted three companies requesting an inspection, however Fire Protection Services was the only company available to evaluate the backflow device before October 28th. It is common practice to have the company evaluate the device rebuild/repair or replace the device as recommended during the inspection. Staff recommends the Council accept the proposal from Fire Protection Systems to replace the two backflow devices in an amount not to exceed \$42,110.00.

Axon Cameras for Police Department (Item H)

The police department has used Axon Body Cameras since 2014 and currently maintains thirteen Body Worn Cameras (BWCs). The cameras have proven invaluable. The videos have been used to help officers accurately describe criminal and non-criminal events, to provide clear and compelling evidence for citizens with complaints, and as evidence in court cases. The police department last purchased BWCs in 2019 with the purchase spread over 60 months. The current contract is due to expire in

November of 2024. The Bel Aire Police Department was recently contacted by our Axon representative and advised that Axon products would see a 6% increase in price on Jan 1, 2024. The proposed new contract will include the cameras, docks, warranties, licenses, cables, equipment exchange, and storage. In addition, the proposed contract has several new benefits including:

- Three additional cameras
- The new BWCs will integrate with newly acquired vehicle cameras.
- Unlimited storage – The current contract only includes 2 Terabytes of storage. Under the current contract, it has been necessary for BAPD to purchase additional storage each year.
- Automatic equipment exchange every two years - Includes sixteen new upgraded cameras every two years. The cost is already in the new contract and will not have to be renegotiated if the price goes up later. If a camera is damaged or becomes unusable, the contract covers replacement and recovery of data.

The police department is budgeted through the Equipment Replacement Fund to purchase BWCs. Through negotiations with Axon the City would get a refund on the remainder of the current contract that would have ended in November 2024. The refund of \$7,422.80 will be spread over the 60-months of the contract. The City Attorney has reviewed the Axon contract and has approved to form. Staff recommend approval of the purchase of the Axon cameras, docks, cables, warranties, storage, and license at the cost of \$84,454 with the payment to be spread over 60 months.

Executive Session (Item XIII)

One Executive Session is needed and is included on the agenda.

Discussion and Future Issues (Item XIV)

November Workshop – As of this report, the following items are scheduled for the November workshop: Updates on 45th & 53rd Streets by Garver, proposed sanitary sewer and pretreatment ordinance by Burns & McDonnell, Comp Plan update and zoning map by PEC as well as code reviews by the City Attorney.

November 21st Regular Council Meeting – The second regular meeting of the governing body is scheduled for November 21st, which is the Tuesday before Thanksgiving. There may be some traveling and a quorum not

attainable. Would like to confirm a majority of the Council will be able to attend that meeting or if it should be moved.