

**NOTICE OF SPECIAL MEETING**

**TO THE MEMBERS OF THE GOVERNING BODY  
OF THE CITY OF BEL AIRE, KANSAS:**

You are hereby notified that I have called and do hereby call a special meeting of the governing body of the City of Bel Aire, Kansas (the "Issuer"), to be held at 7651 E. Central Park Avenue in the City of Bel Aire, Kansas, on March 11, 2025, at 7:00 p.m., for the purpose of acting on the ordinance and of said City authorizing the execution of an Amended and Restated Sixth Supplemental Water Supply and Wastewater Service Agreement with Chisholm Creek Utility Authority; and authorizing all other necessary documents and actions with respect thereto, and transacting such further business as may come before said meeting.

DATED: March 11, 2025

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Jim Benage, Mayor

**CONSENT TO MEETING**

We, the undersigned, being all the members of the governing body of the City of Bel Aire, Kansas, hereby accept service of the foregoing notice, waiving any and all irregularities in such service and in such notice and consent and agree that said governing body shall meet at the time and place therein specified and for the purposes therein stated.

DATED: March 11, 2025.

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Councilmember

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Councilmember

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Councilmember

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Councilmember

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Councilmember

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON MARCH 11, 2025**

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE SUPPLEMENTING ORDINANCE NOS. 365, 417, 457, 517, 586  
AND 618 OF THE CITY OF BEL AIRE, KANSAS; AUTHORIZING THE  
EXECUTION OF AN AMENDED AND RESTATED SIXTH SUPPLEMENTAL  
WATER SUPPLY AND WASTEWATER SERVICE AGREEMENT WITH  
CHISHOLM CREEK UTILITY AUTHORITY; AND AUTHORIZING ALL  
OTHER NECESSARY DOCUMENTS AND ACTIONS WITH RESPECT  
THERE TO.**

Thereupon, Councilmember \_\_\_\_\_ moved that said Ordinance be passed. The motion was seconded by Councilmember \_\_\_\_\_. Said 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, the vote being as follows:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

The Ordinance was numbered Ordinance No. \_\_\_\_, was approved and signed by the Mayor and attested by the Clerk. The Clerk was directed to publish said Ordinance one time in the official City newspaper.

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(Other Proceedings)

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]

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Clerk

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**ORDINANCE NO. \_\_\_\_**  
  
**OF**  
  
**THE CITY OF BEL AIRE, KANSAS**

**PASSED**  
  
**MARCH 11, 2025**

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**AMENDED AND RESTATED SIXTH SUPPLEMENTAL WATER SUPPLY  
AND WASTEWATER SERVICE AGREEMENT**

**CHISHOLM CREEK UTILITY AUTHORITY**

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(PUBLISHED IN *THE ARK VALLEY NEWS* ON MARCH \_\_, 2025)

**ORDINANCE NO. \_\_**

**AN ORDINANCE SUPPLEMENTING ORDINANCE NOS. 365, 417, 457, 517, 586 AND 618 OF THE CITY OF BEL AIRE, KANSAS; AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED SIXTH SUPPLEMENTAL WATER SUPPLY AND WASTEWATER SERVICE AGREEMENT WITH CHISHOLM CREEK UTILITY AUTHORITY; AND AUTHORIZING ALL OTHER NECESSARY DOCUMENTS AND ACTIONS WITH RESPECT THERETO.**

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**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 an Interlocal Cooperation Agreement, certain Kansas municipalities, including the City, have joined together under the provisions of K.S.A. 12-2901 *et seq.* (the “Act”), to organize and create the Chisholm Creek Utility Authority (“Authority”); and

**WHEREAS**, Authority has acquired, constructed, furnished and equipped a water treatment plant, a wastewater treatment plant, and associated facilities (the “Initial Project”) for the purpose of providing an economic means of long-term public water supply and wastewater collection and treatment for the mutual benefit of Authority members participating in the Initial Project (the “Contracting Members”); and

**WHEREAS**, the Authority financed the costs of the Initial Project through the issuance of its Water and Wastewater Facilities Revenue Bonds, Series 2002 (Cities of Bel Aire and Park City, Kansas Project), dated as of the March 1, 2002 (the “Series 2002 Bonds”) which were secured in part by revenues generated, and an assignment of the Authority's rights under, a Water Supply and Wastewater Service Agreement with the City and a similar agreement with the other Contracting Member; and

**WHEREAS**, the Authority has heretofore issued its “Water and Wastewater Facilities Refunding Revenue Bonds, Series 2004 (Cities of Bel Aire and Park City, Kansas Project),” in the principal amount of \$7,235,000 (the “Series 2004 Bonds”), to refund in advance of their stated maturities certain of the Series 2002 Bonds; and

**WHEREAS**, the Authority has heretofore issued its Water and Wastewater Facilities Refunding Revenue Bonds, Series 2007 (Cities of Bel Aire and Park City, Kansas Project), in the principal amount of \$19,415,000 (the “Series 2007 Bonds”), to refund in advance of their stated maturities certain of the Series 2002 Bonds; and

**WHEREAS**, the Authority has heretofore issued its Water and Wastewater Facilities Refunding and Improvement Revenue Bonds, Series 2012 (Cities of Bel Aire and Park City, Kansas Project), in the principal amount of \$6,400,000 (the “Series 2012 Bonds”), for the purposes of: (a) paying a portion of the costs of certain Project Additions; and (b) to refund in advance of their stated maturities certain of the Series 2004 Bonds; and

**WHEREAS**, the Authority has heretofore issued its Water and Wastewater Facilities Revenue Bonds, Series 2015 (Cities of Bel Aire and Park City, Kansas Project), in the principal amount of

\$1,870,000 (the “Series 2015 Bonds”), for the purpose paying a portion of the costs of certain Project Additions; and

**WHEREAS**, the Authority has heretofore issued its Water and Wastewater Facilities Refunding Revenue Bonds (Cities of Bel Aire and Park City Project), Series 2017 in the principal amount of \$13,530,000 (the “Series 2017 Bonds”), for the purposes of refunding in advance of their stated maturities certain of the Series 2007 Bonds; and

**WHEREAS**, the Authority’s governing body has adopted a resolution authorizing the Authority to issue its Water and Wastewater Facilities Revenue Bonds, Series 2025 (Cities of Bel Aire and Park City, Kansas Project), in the principal amount of \$22,750,000 (the “Series 2025 Bonds”), to (a) finance a costs of improvements to the existing wastewater treatment plant (WWTP), including increasing the capacity of the WWTP by approximately one-third and enhancing nutrient removal processes in order to better protect the receiving stream and environment (the “2025 Project Additions” and with the Initial Project, and Project Additions financed by the Series 2012 Bonds and the Series 2015 Bonds, collectively, the “Project”), (b) fund a 2025 Debt Service Reserve Fund deposit; and (c) pay costs of issuance of the Series 2025 Bonds; and

**WHEREAS**, in connection with the issuance of the Series 2025 Bonds, it is necessary and advisable for the City to amend and supplement its Ordinance Nos. 365, 417, 457, 517, 586 and 618 and its Water Supply and Wastewater Service Agreement, as amended and supplemented by a First Supplemental Water Supply and Wastewater Service Agreement, a Second Supplemental Water Supply and Wastewater Service Agreement, a Third Supplemental Water Supply and Wastewater Service Agreement, a Fourth Supplemental Water Supply and Wastewater Service Agreement, and a Fifth Supplemental Water Supply and Wastewater Service Agreement, all with the Authority; and

**WHEREAS**, *Section 1401* of Ordinance No. 365 provides that, without notice to or the consent of any other entity, the City may amend or supplement such Ordinance in connection with any change therein which is not materially adverse to the interests of the Authority; and

**WHEREAS**, the City hereby finds that this Ordinance, which relates to additional Agreement Obligations, as provided under *Section 803* of Ordinance No. 365, will amend or supplement Ordinance Nos. 365, 417, 457, 517, 586 and 618 in a manner that is not materially adverse to the interests of the Authority.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELAIRE, KANSAS, AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in Ordinance Nos. 365, 417, 457, 517, 586, and 618 and in the Agreement, as amended and supplemented, the following words and terms as used 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.

**“Additional Indebtedness Resolution”** means Ordinance Nos. 365, 417, 457, 517, 586, and 618, this Ordinance and the ordinances or resolutions under which any Additional Indebtedness is authorized.

**“Agreement”** means, jointly, the Water Supply and Wastewater Service Agreement, as amended and supplemented by the First Supplemental Agreement, as further amended and supplemented by the Second Supplemental Agreement, as further amended and supplemented by the Third Supplemental Agreement, as further amended and supplemented by the Fourth Supplemental Agreement, as further amended and supplemented by the Fifth Supplemental Agreement, as further amended and supplemented by the Amended and Restated Sixth Supplemental Agreement and as further amended and supplemented from time to time.

**“Agreement Obligations”** means the required payment obligations that are not Operating Expenses from the City to the Authority under the Agreement

**“AG”** means Assured Guaranty Inc., a Maryland domiciled financial guaranty insurance company, or any successor thereto.

**“Amended and Restated Sixth Supplemental Agreement”** means the Amended and Restated Sixth Supplemental Water Supply and Wastewater Service Agreement between the City and the Authority, dated as of March 25, 2025, which supplements the Agreement in connection with the issuance of the Series 2025 Bonds.

**“Bond Insurance Policy”** means, with respect to the Series 2025 Bonds, the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Series 2025 Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Series 2025 Bonds.

**Bond Insurer”** means, with respect to the Series 2025 Bonds, AG.

**“Bonds”** means, collectively, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds, the Series 2025 Bonds and any additional bonds of the Authority issued and Outstanding pursuant to the Indenture, secured in whole or in part by the Agreement.

**“Disclosure Agreement”** means, jointly, the Continuing Disclosure Agreements relating to the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds and the Series 2025 Bonds and certain obligations contained in the SEC Rule.

**“Fifth Supplemental Agreement”** means the Fifth Supplemental Water Supply and Wastewater Service Agreement between the City and the Authority, dated as of June 6, 2017, which supplements the Agreement in connection with the issuance of the Series 2017 Bonds.

**“First Supplemental Agreement”** means the First Supplemental Water Supply and Wastewater Service Agreement between the City and the Authority, dated as of October 1, 2004, which supplements the Agreement in connection with the issuance of the Series 2004 Bonds.

**“Fourth Supplemental Agreement”** means the Fourth Supplemental Water Supply and Wastewater Service Agreement between the City and the Authority, dated as of December 30, 2015, which supplements the Agreement in connection with the issuance of the Series 2015 Bonds.

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

- (a) To the City at:



City Hall  
7651 E. Central Park Ave.  
Bel Aire, Kansas 67220

(b) To the Authority:

Chisholm Creek Utility Authority  
5551 N. Broadway  
Park City, Kansas 67219

(c) To the Bond Insurer:

*Series 2012, Series 2015 and Series 2017:*  
Assured Guaranty Municipal Corp.  
31 West 52nd Street  
New York, New York 10019  
Telephone: (212) 826-0100; Fax: (212) 339-3529

*Series 2025:*  
Assured Guaranty Inc.  
31 West 52nd Street  
New York, New York 10019  
Telephone: (212) 826-0100; Fax: (212) 339-3529

(d) To the Trustee:

The Bank of New York Mellon Trust Company, N.A.  
311 South Wacker Drive, Suite 6200B  
Mailbox #44  
Chicago, Illinois 60606

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

**“Notice Representative”** means, with respect to the Bond Insurer for the Series 2025 Bonds, Attn: Managing Director – Surveillance, with reference to the Bond Insurance Policy number.

**“Purchaser”** means, with respect to the Series 2025 Bonds, Robert W. Baird & Co., Incorporated, Clayton, Missouri, the original purchaser of the Series 2025 Bonds, and any successor and assigns.

**“Second Supplemental Agreement”** means the Second Supplemental Water Supply and Wastewater Service Agreement between the City and the Authority, dated as of April 1, 2007, which supplements the Agreement in connection with the issuance of the Series 2007 Bonds.

**“Series 2007 Bonds”** means the Authority’s Water and Wastewater Facilities Refunding Revenue Bonds, Series 2007 (Cities of Bel Aire and Park City, Kansas Project), dated as of April 1, 2007.

**“Series 2012 Bonds”** means the Authority’s Water and Wastewater Facilities Refunding and Improvement Revenue Bonds, Series 2012 (Cities of Bel Aire and Park City, Kansas Project), dated as of November 27, 2012.

**“Series 2015 Bonds”** means the Authority’s Water and Wastewater Facilities Revenue Bonds, Series 2015 (Cities of Bel Aire and Park City, Kansas Project), dated as of December 30, 2015.

**“Series 2017 Bonds”** means the Authority’s Water and Wastewater Facilities Refunding Revenue Bonds, Series 2017 (Cities of Bel Aire and Park City, Kansas Project), dated as of June 6, 2017.

**“Series 2025 Bonds”** means the Authority’s Water and Wastewater Facilities Revenue Bonds, Series 2025 (Cities of Bel Aire and Park City, Kansas Project), dated as of March 25, 2025.

**“Third Supplemental Agreement”** means the Third Supplemental Water Supply and Wastewater Service Agreement between the City and the Authority, dated as of November 27, 2012, which supplements Agreement in connection with the issuance of the Series 2012 Bonds.

**“Trustee”** means the trustee designated in the Indenture, which is as of the date of the Series 2025 Bonds, The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois.

**“Water Supply and Wastewater Service Agreement”** means the Water Supply and Wastewater Service Agreement between the City and the Authority, dated as of March 1, 2002.

## **ARTICLE II**

### **AUTHORIZATION OF THE AMENDED AND RESTATED SIXTH SUPPLEMENTAL AGREEMENT**

**Section 201. Authorization of the Amended and Restated Sixth Supplemental Agreement.** The Amended and Restated Sixth Supplemental Agreement is authorized and the Mayor and the Clerk are authorized and directed to execute the Amended and Restated Sixth Supplemental Agreement on behalf of the City in substantially the form presented to the governing body this date, with such changes as may be approved by the Mayor and City Attorney.

**Section 202. Preliminary and Final Official Statement.** The portions of the Preliminary Official Statement relating to the Series 2025 Bonds which set forth City information, including **Appendix A-1** thereto, dated February 25, 2025, are hereby ratified and approved.

The portions of the final Official Statement relating to the Series 2025 Bonds which set forth City information, including **Appendix A-1** thereto, are 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 use and public distribution of the portions of the final Official Statement setting forth City information, including **Appendix A-I** thereto, by the Purchaser in connection with the reoffering of the Series 2025 Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement, dated as of the date of payment for and delivery of the Series 2025 Bonds.

## ARTICLE III

### TAX COVENANTS

#### Section 301. General Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Code §§ 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2025 Bonds and (2) it will not use or permit the use of any proceeds of the Series 2025 Bonds or any other funds of the City, will not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Series 2025 Bonds. The City 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 Series 2025 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use any proceeds of the Series 2025 Bonds as soon as practicable and with all reasonable dispatch for the purposes for which such proceeds are intended, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Series 2025 Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Series 2025 Bonds to be “arbitrage bonds” within the meaning of Code § 148(a).

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Series 2025 Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Series 2025 Bond to be a “private activity bond” within the meaning of Code § 141(a), or to make or finance a loan to any Person other than the State or a political subdivision thereof.

(d) In connection with the foregoing tax covenants, the Mayor, Clerk and other City officials are authorized to execute any Tax Compliance Agreement or similar agreements or certificates relating to the Series 2025 Bonds.

## ARTICLE IV

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 401. Disclosure Requirements.** The City 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 Agreement for the Series 2025 Bonds, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Authority and the Beneficial Owners.

**Section 402. Failure to Comply with Continuing Disclosure Requirements.** In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Authority and/or any Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Authority 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 Authority and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section. The Authority or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

## **ARTICLE V**

### **PROVISIONS RELATING TO THE BOND INSURANCE POLICY**

**Section 501. Consent of Bond Insurer.** Any provision of this Ordinance expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Authority consent, when required, for the execution and delivery of any supplemental Ordinance, or any amendment, supplement or change to or modification of other documents relating to the security for the Agreement Obligations.

**Section 502. Notices.**

- (a) While the Bond Insurance Policy is in effect, the City shall furnish to the Bond Insurer:
  - (1) As soon as practicable after the filing thereof, a copy of any financial statement of the City and a copy of any audit and annual report of the City;
  - (2) A copy of any notice to be given to the Authority, including, without limitation, notice of defeasance of the Agreement Obligations; and
  - (3) Such additional information it may reasonably request.
- (b) The City shall notify the Bond Insurer of any failure of the City to provide relevant notices, certificates, etc.
- (c) Notwithstanding any other provision of this Ordinance, the City shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of Agreement Obligations and immediately upon the occurrence of any Event of Default hereunder.
- (d) The City agrees, and hereby directs the Authority or Trustee, to notify the Bond Insurer of any Event of Default of which any such party has actual knowledge, such notification to be made within five Business Days of such actual knowledge.
- (e) The City shall notify the Bond Insurer of the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");
- (f) Copies of any supplement, modification or amendment to this Ordinance or the Agreement shall be sent to Standard & Poor's and Moody's at least 10 days prior to the effective date thereof.
- (g) All notices required to be given to the Bond Insurer under this Ordinance shall be in writing and shall be sent by registered or certified mail addressed to the Notice Address.

**Section 503. Exercise of Rights by Bond Insurer.** The rights granted to the Bond Insurer under this Ordinance or the Agreement to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the Bond holders nor does such action evidence any position of the Bond Insurer, positive or negative, as to whether a Bond holder consent is required in addition to consent of the Bond Insurer.

**Section 504. Bond Insurance Provisions of Ordinance Nos. 365, 417, 457, 517, 586, and 618.** In addition to the provisions of *Sections 501 and 502* and all other provisions of this Ordinance that relate to a Bond Insurance Policy or Bond Insurer, all provisions of Ordinance Nos. 365, 417, 457, 517, 586, and 618 which relate to a Bond Insurance Policy or Bond Insurer are made expressly applicable to the Bond Insurer for the Series 2025 Bonds.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 601. Inconsistent Provisions.** Except with respect to *Section 301* hereof, the provisions of which shall apply from the Dated Date for Authority bonds referenced in Ordinance Nos. 365, 417, 457, 517, 586, and 618 and shall expressly apply in connection with the First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement, Fifth Supplemental Agreement and Amended and Restated Sixth Supplemental Agreement and the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds and the Series 2025 Bonds, in case any one or more of the provisions of this Ordinance shall for any reason be inconsistent with the provisions of Ordinance Nos. 365, 417, 457, 517, 586 and 618, or any ordinance or resolution authorizing any Additional Indebtedness: (a) the provisions of Ordinance Nos. 365, 417, 457, 517, 586, and 618 shall prevail with respect to Agreement Obligations incurred prior in time to this Ordinance, so long as such Agreement Obligations are Outstanding; and (b) the provisions of this Ordinance shall prevail with respect to any Additional Indebtedness incurred subsequent to this Ordinance, so long as any Agreement Obligations are Outstanding.

**Section 602. Electronic Transactions.** The transactions contemplated by the Ordinance may be conducted, and documents may be stored, by electronic means.

**Section 603. Further Authority.** The officers and officials of the City, 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 Ordinance 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 604. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 605. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 606. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City.

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**PASSED** by the governing body of the City on March 11, 2025, and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

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Mayor

ATTEST:

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Clerk

**CERTIFICATE**

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. \_\_\_\_ (the "Ordinance") of the City of Bel Aire, Kansas, passed by the governing body on March 11, 2025 as the same appears of record in my office, and that this Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: March 11, 2025.

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Clerk

(PUBLISHED IN THE *THE ARK VALLEY NEWS* ON MARCH \_\_, 2025)

**SUMMARY OF ORDINANCE NO. \_\_\_\_**

On March 11, 2025, the governing body of the City of Bel Aire, Kansas passed an ordinance entitled:

**AN ORDINANCE SUPPLEMENTING ORDINANCE NOS. 365, 417, 457, 517, 586 AND 618 OF THE CITY OF BEL AIRE, KANSAS; AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED SIXTH SUPPLEMENTAL WATER SUPPLY AND WASTEWATER SERVICE AGREEMENT WITH CHISHOLM CREEK UTILITY AUTHORITY; AND AUTHORIZING ALL OTHER NECESSARY DOCUMENTS AND ACTIONS WITH RESPECT THERETO.**

The Ordinance authorizes the City to enter into an Amended and Restated Sixth Supplemental Water Supply and Wastewater Service Agreement between the City and Chisholm Creek Utility Authority, which will require the City to pay increased Base Charges to the Authority for water and wastewater services provided to the City, which Base Charges are necessary to fund the City's share of debt service on Water and Wastewater Facilities Revenue Bonds, Series 2025 (Cities of Bel Aire and Park City, Kansas Project), dated as of March 25, 2025, to be issued by the Authority to pay the costs of certain improvements to the Authority's existing water and wastewater treatment facilities. 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 Avenue, 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 <https://www.belaireks.org>.

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

DATED: March 11, 2025.

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Maria Schrock, City Attorney