

## REVISED WATER PURCHASE AGREEMENT

This water purchase agreement as revised, is entered into by and between the City of Arma, Kansas, and Rural Water District #2, for the purpose of Rural Water District #2 purchasing water from the City of Arma, Kansas.

1. The City of Arma, Kansas, shall supply water to Rural Water District #2 at the rate of the first 300,000 gallons which shall be billed at \$3.75 per thousand gallons (\$1,125.00) per month), 300,001 gallons to 600,000 gallons shall be billed at \$3.50 per thousand gallons and 600,001 plus gallons shall be billed at \$3.25 per thousand gallons.

2. The City of Arma reserves the right to increase the rates as set forth in paragraph 1 in the event that the cost of production of water produced by the City of Arma increases or the Bone Creek Water Board determines that a price increase or decrease is ordered. In the event of any price increase or price decrease, the selling price as set forth in paragraph 1 of this agreement shall be adjusted to reflect that price increase or price decrease. The City will supply notice to the Rural Water District #2 as soon as notice is supplied to the City advising of any price change, either an increase or decrease.

3. This agreement shall take effect upon the approval by the Council of the City of Arma, Kansas, and the approval by the Board of Directors of Rural Water District #2 and appropriate publications as may be required by law. The City of Arma, Kansas, is currently supplying water to Rural Water District #2 and shall continue to supply water to Rural Water District #2 pursuant to this agreement.

4. Rural Water District #2 shall receive a monthly bill for the charge through the master meter. Rural Water District #2 shall be responsible for payment of the monthly bill in accordance with the ordinances of the City of Arma, Kansas.

5. Rural Water District #2 agrees to purchase a minimum of 300,000 gallons of water per month from the City of Arma, Kansas.


6. The City of Arma, Kansas will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the buyer with quantities of water required by the buyer. Temporary or partial failures to deliver water shall be remedied with all possible dispatch.

7. Rural Water District #2, at its expense, shall install necessary valves or meters as required by the City of Arma, Kansas, including, but not limited to, a check valve and master meter.

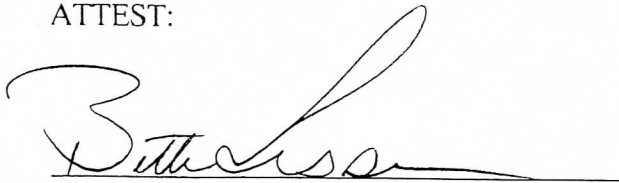
8. Rural Water District #2 shall be responsible for all costs of water required to flush the system prior to deliver of water for residential use, or as a result of any repairs to Rural Water District #2's system.

9. The term of this agreement shall be for five (5) years from the date of the execution of this agreement by the City of Arma, Kansas.

This agreement accepted and approved by the Mayor and Council of the City of Arma, Kansas, on this 19 day of October, 2015.

  
Buddy Bualle, Mayor

ATTEST:

  
Bette Lessen, City Clerk

This agreement accepted and approved by the Board of Directors of Crawford County Rural Water District #2.

