

**AMENDMENT TO  
SIXTH SUPPLEMENTAL  
WATER SUPPLY AND WASTEWATER SERVICE AGREEMENT**

This Amendment to Sixth Supplemental Water Supply and Wastewater Service Agreement (the "Amendment") made and entered into as of February 11, 2025, by and between **THE CHISHOLM CREEK UTILITY AUTHORITY** (the "Seller") and the **CITY OF BEL AIRE, KANSAS** (the "Purchaser").

**WHEREAS**, the Seller and Purchaser have heretofore entered into a Water Supply and Wastewater Service Agreement, as amended and supplemented by a First Supplemental Water Supply and Wastewater Service Agreement, as further amended and supplemented by a Second Supplemental Water Supply and Wastewater Service Agreement, as further amended and supplemented by a Third Supplemental Water Supply and Wastewater Service Agreement, as further amended and supplemented by a Fourth Supplemental Water Supply and Wastewater Service Agreement, as further amended and supplemented by a Fifth Supplemental Water Supply and Wastewater Service Agreement, and as further amended and supplemented by a Sixth Supplemental Water Supply and Wastewater Service Agreement (the "Sixth Supplemental Agreement," and, with the foregoing agreement and supplemental agreements, collectively, the "Agreement"), pursuant to which the Purchaser purchases potable water and wastewater collection and treatment services from the Seller; and

**WHEREAS**, the Agreement, including the Sixth Supplemental Agreement, may be amended, modified or otherwise altered in any manner by writing signed by both the Seller and the Purchaser; and

**WHEREAS**, Seller and the Purchaser find that it is necessary and advisable to amend Section 1.16 of the Sixth Supplemental Agreement; and

**WHEREAS**, the Seller and the Purchaser have authorized the execution of this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual agreements and covenants herein and the Agreement contained, the Seller and the Purchaser hereby agree as follows:

Section 1.     **Amendment.** Section 1.16 of the Sixth Supplemental Agreement is hereby amended to read as follows:

**Section 1.16. Termination.** This Sixth Supplemental Agreement shall terminate (a) on March 1, 2025, if by that date (i) the Seller's wastewater treatment plant expansion proposed as of the date of this Sixth Supplemental Agreement has not been designed in compliance with Kansas Department of Health and Environment laws, regulations and directives and (ii) a Notice of Award for a construction contract for such plant expansion pursuant to such design has not been issued by the Seller, or (b) on March 27, 2025, if by that date the construction contract for such plant expansion has not been entered into by the Seller.

Section 2.     **Ratification.** Except as expressly modified in this Amendment, the Sixth Supplemental Agreement is hereby ratified and confirmed by the parties as of the date of this Amendment.

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**IN WITNESS WHEREOF**, this Amendment is executed by the duly authorized officers or representatives of the parties, pursuant to authority vested in them by the lawful action of their respective council, commission, or board, as of the day and year first above written.

**THE CHISHOLM CREEK UTILITY  
AUTHORITY**

By: \_\_\_\_\_  
Chairman, Jim Benage

By: \_\_\_\_\_  
Vice Chairwoman, Emily Hamburg

ATTEST:

\_\_\_\_\_  
Secretary

**ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURE**

I hereby certify that I am personally acquainted with the Chairman and the Vice Chairwoman of the Seller whose signatures appears above; and that I know that the signatures appearing above are the true and genuine signatures of said Chairman and Vice Chairwoman.

(Seal)

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**CITY OF BEL AIRE, KANSAS**

By: \_\_\_\_\_  
Mayor, Jim Benage

By: \_\_\_\_\_  
Council President

ATTEST:

\_\_\_\_\_  
City Clerk, Melissa Krehbiel

**ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES**

I hereby certify that I am personally acquainted with the Mayor and Council President of the Purchaser, whose signatures appear above; and that I know that the signatures appearing above are the true and genuine signatures of said Mayor and Council President.

(Seal)

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_