

OVERSIZED MAP

THE FOLLOWING MAP IS FILMED IN SECTIONS.

THE FIRST IMAGE(S) IS OF THE LEGEND

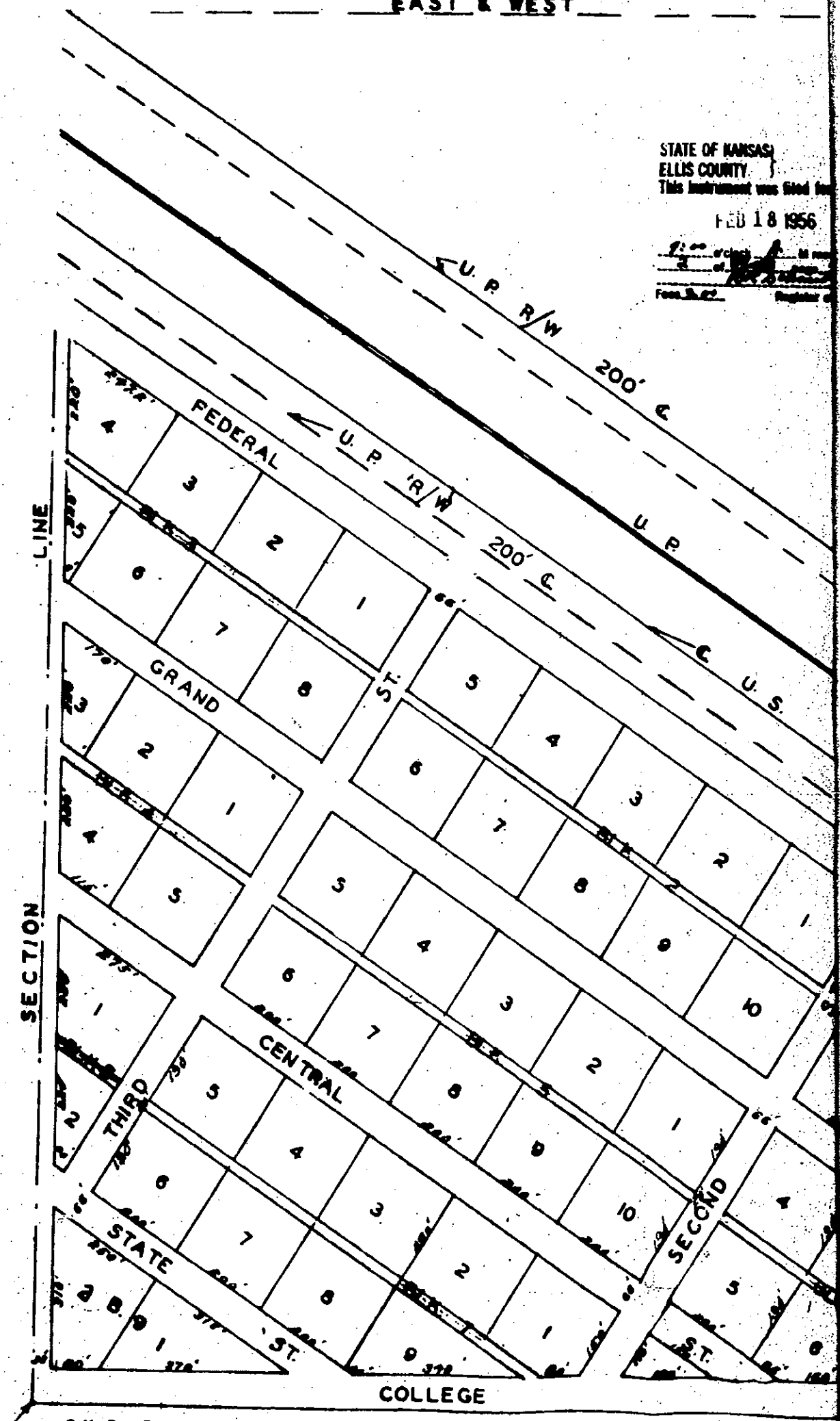
THE FOLLOWING IMAGES WILL BE TAKEN FROM LEFT TO RIGHT, TOP TO BOTTOM.
SEE EXAMPLE BELOW;

1	2	3
4	5	6
7	8	9

THIS IS A DIRECT PHOTOGRAPHIC REPRODUCTION OF THE OFFICIAL INSTRUMENT (RECORDED PL
THIS REPRODUCTION WAS MADE BY BUCHER & WILLIS, CONSULTING ENGINEERS, PLANNERS &
ARCHITECTS IN JUNE 1979

EAST & WEST

STATE OF KANSAS
ELLIS COUNTY
This instrument was filed for
FEB 18 1956
Recorder of Deeds



S.W. Cor. Sec. 36, T-18, R-10

PLAT)

DIV LINE

Center of sec

for record
66
is recorded in
of Deeds

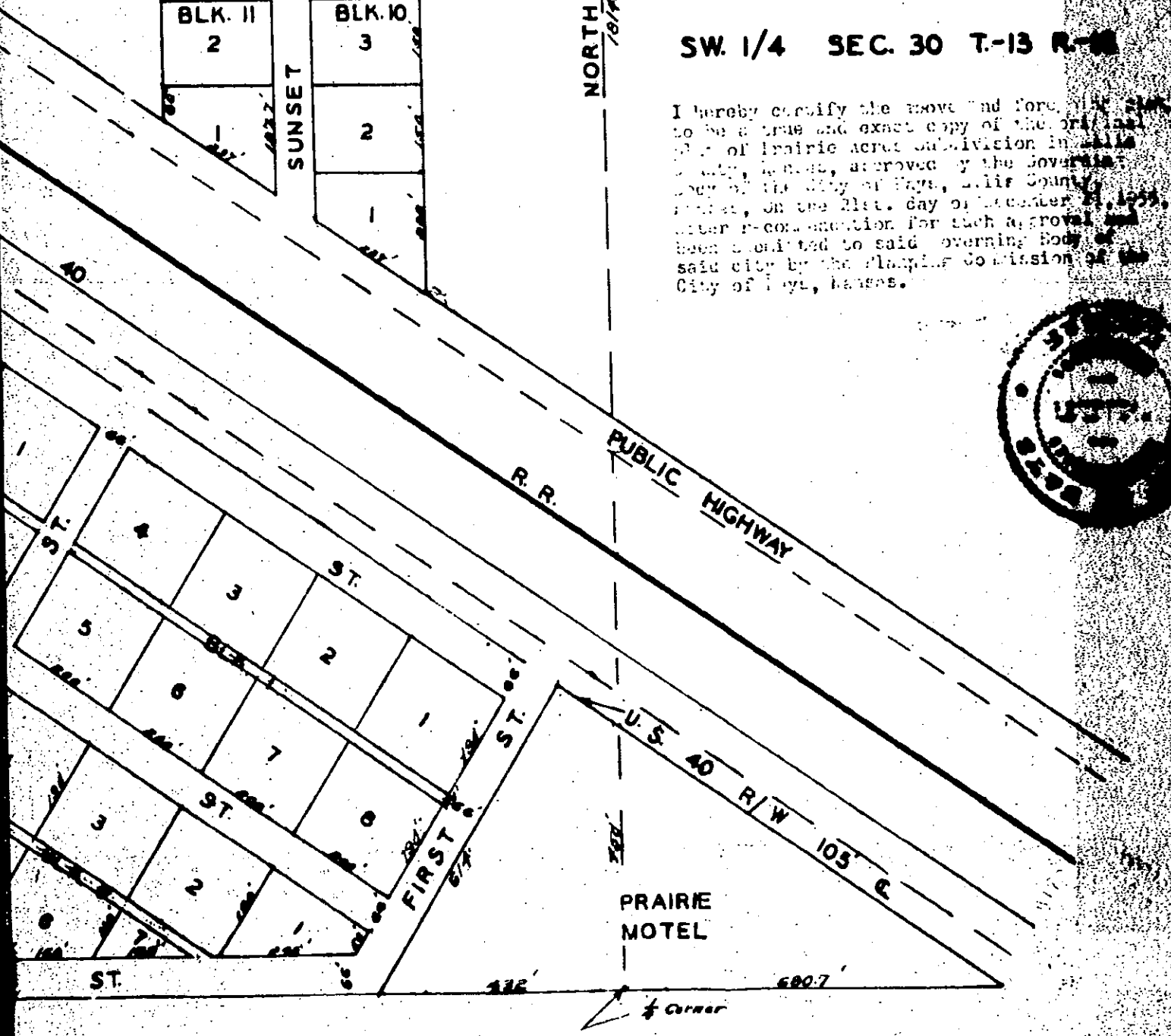
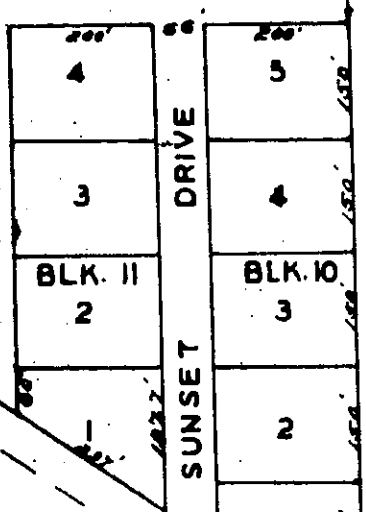
NORTH & SOUTH DIV LINE
1814.5

Scale 1 inch = 200'

PRAIRIE ACRES

SW 1/4 SEC. 30 T-13 R-10

I hereby certify the above and foregoing plat to be a true and exact copy of the original plat of Prairie Acres subdivision in said county, Kansas, approved by the governing body of the City of Hays, Ellis County, Kansas, on the 21st day of December, 1955, after recommendation for such approval had been submitted to said governing body of said city by the Planning Commission of the City of Hays, Kansas.

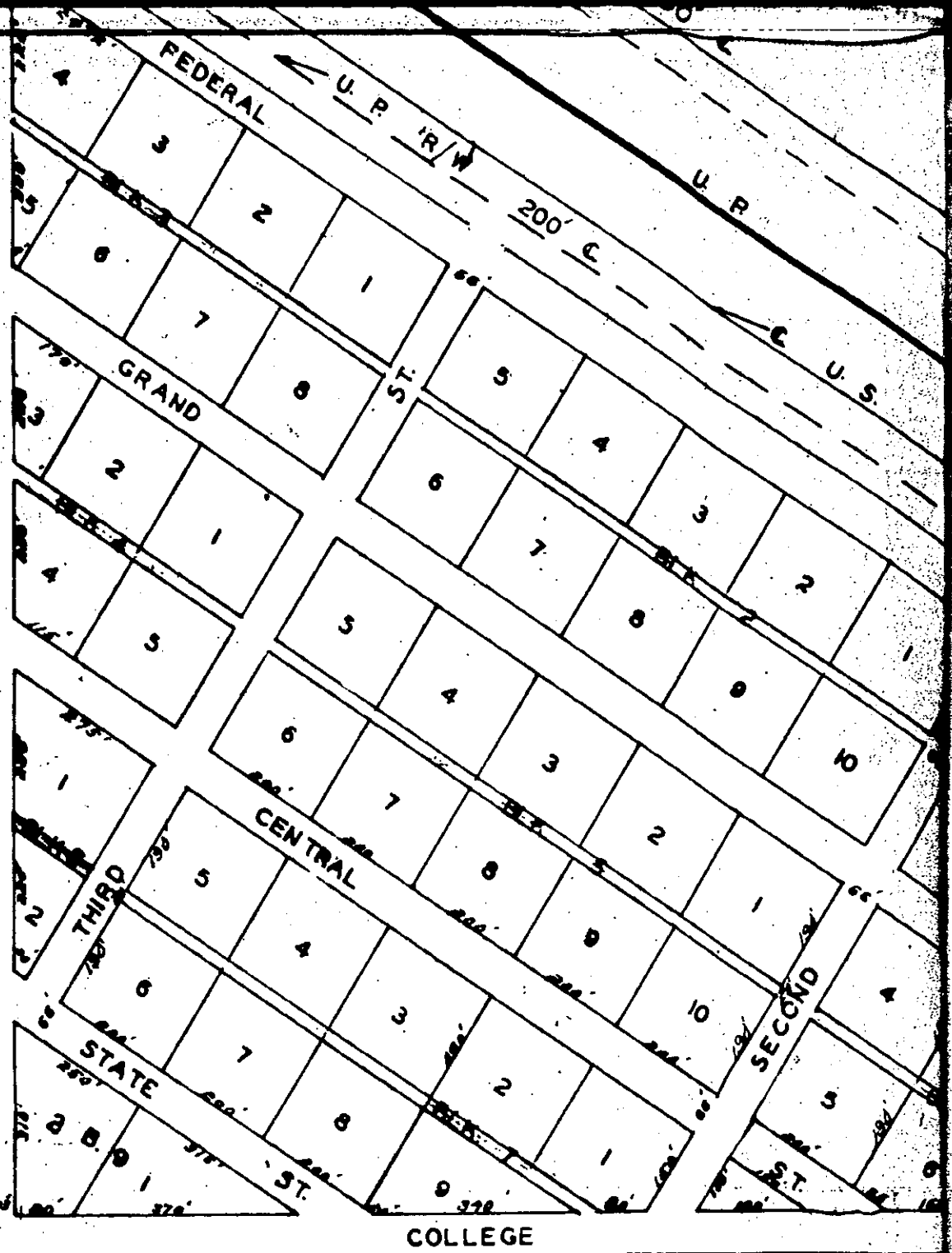


PRAIRIE MOTEL

Corner

LINE

SECTION

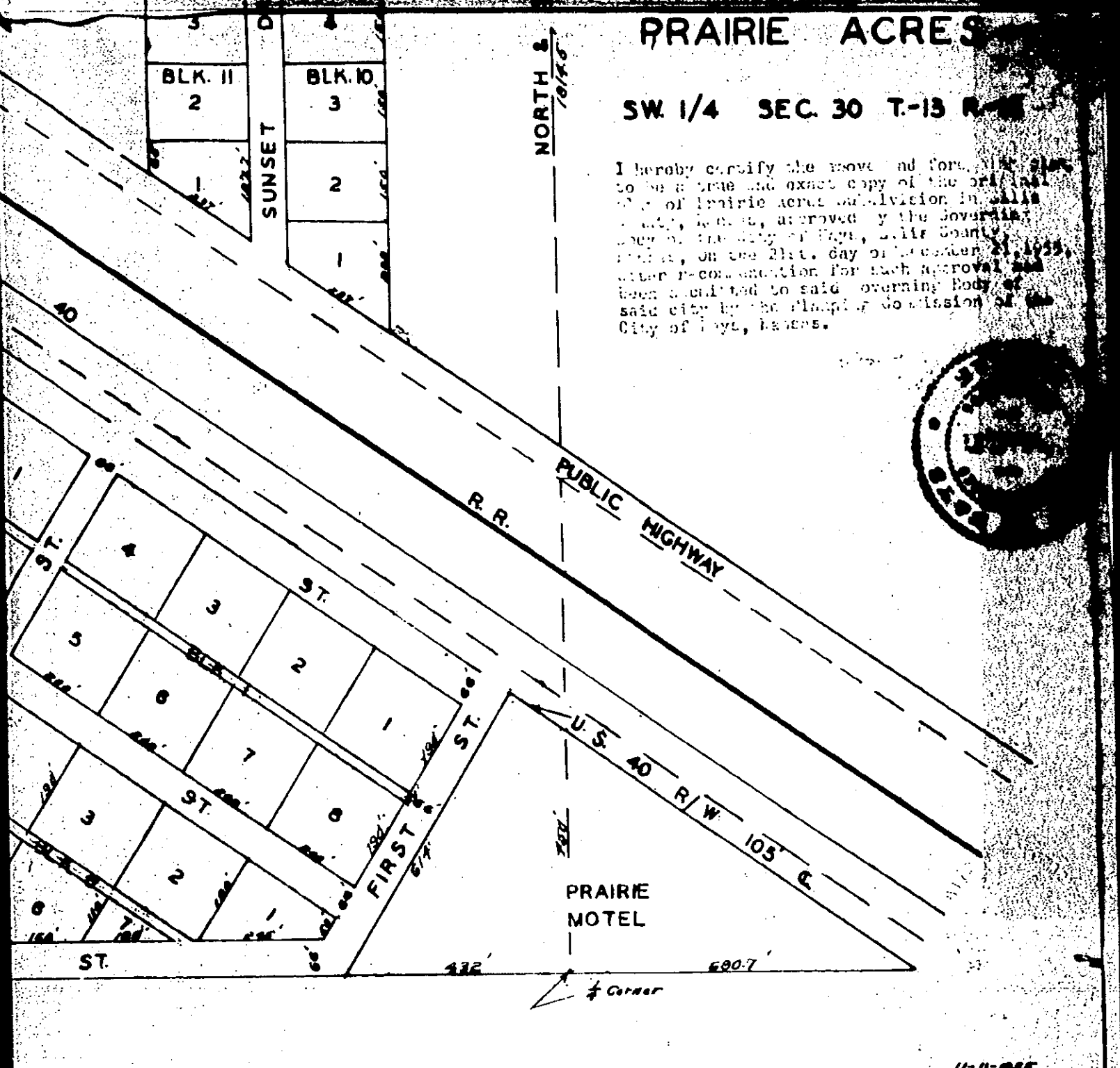


S.W. Cor. Sec. 36, T-13, R-18

PRAIRIE ACRES

SW 1/4 SEC. 30 T-13 R-1

I hereby certify the above and foregoing to be a true and exact copy of the original plat of Prairie Acres subdivision in Blaine County, Idaho, approved by the governing body of the City of Pocatello, Blaine County, Idaho, on the 21st day of December, 1955, after recommendation for such approval had been submitted to said governing body of said city by the Planning Commission of the City of Pocatello, Idaho.



END

OF

OVERSIZED

MAP

P-1062

PLAT AND DEDICATION OF PRAIRIE ACRES

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas J. Brull, also known as Tom Brull, and Mary Brull, his wife,

being the owners in fee simple absolute of the following described real estate located more than one mile from the limits of the City of Hays, Kansas, and situated in the County of Ellis and State of Kansas, to-wit: A tract of land in the Southwest Quarter of Section Thirty (30), Township Thirteen (13) South, Range Eighteen (18), West of the 6th P.M., described as follows, to-wit: Beginning at the southwest corner of said quarter section; then east along the south line of thereof a distance of 2196 feet to a point 432 feet west of the southeast corner of said quarter section; then northeasterly at right angles to the south right of way line of U.S. Highway No. 40, a distance of 614 feet to the point of intersection with said south highway right of way line; then northwesterly along said south highway right of way line a distance of 2930 feet to the west line of said quarter section; then southerly on the west line of said quarter section a distance of 2130 feet to the place of beginning; and a tract in the same quarter section described more particularly as follows: Beginning in the northeast corner of said quarter section, then west 330 feet, then south 641 feet, this being the initial point; then west 466 feet; then south 510 feet to intersect the north line of the Union Pacific Railroad Right of Way; then southeasterly along said north right of way line a distance of 556 feet; then north 808 feet to the place of beginning;

have caused the same to be surveyed and platted in accordance with the laws of the State of Kansas to be named and known as Prairie Acres. The plat is herewith attached and made a part hereof by reference, is a true and correct plat of said Prairie Acres, showing all lots and blocks therein, together with all streets, alleys, and public roadways, and the boundaries and extent of each.

That the foregoing and hereto attached plat, showing the several tracts and blocks, from block one to block twelve inclusive, together with the several lots located within each of said twelve blocks, said lots and blocks being each designated by number, and their precise length, width and dimensions indicated and shown by figures on the respective boundary lines of said lots and blocks, expressing the dimensions thereof in feet and decimals of a foot. The length and width of all streets being shown in like manner. All streets as shown on said plat are hereby dedicated for public use. All of said tracts are intended for sale.

In witness whereof we have hereunto set our hands this 9th day of December, 1955.

/s/ Thomas J. Brull

/s/ Mary Brull

STATE OF KANSAS)
) SS
COUNTY OF ELLIS)

Before me, the undersigned, a Notary Public, in and for said above county and state, on the 9th day of December, 1955, personally appeared Thomas J. Brull, who is also known as Tom Brull, and Mary Brull, his wife, to me personally known to be the same and identical individuals who executed the within and foregoing instrument and duly acknowledge execution of the same.

WITNESS my hand and official seal the day and year last above written.

/s/ Norbert R. Drilling
Notary Public

(Seal)
July term expires:
June 10, 1957.

REPORT OF SURVEY AND PLAT OF PRAIRIE ACRES
(Located in SW $\frac{1}{4}$ 30-13-18, Ellis County, Kansas)

This is to certify that a survey was made of Prairie Acres on October 24, 1955; that the lines bounding said platted area, as well as each of the tracts, lots, and blocks therein, together with all streets and alleys, were measured in my presence and that the measurements of the outside boundary lines of said platted area as shown on the plat dated November 11, 1955, are correct to the best of my knowledge and belief, and that such measurements conforms to the deed description; that the measurements and areas of sub-divisions by lots and blocks as shown on said plat were accurately calculated and are correct to the best of my knowledge and belief.

Dated at Hays, Kansas, this 9th day of December, 1955.

/s/ C.J. Loraditsch
Co. Surveyor

This is to certify that I have supervised the survey and preparation of plat of Prairie Acres and that the foregoing and attached plat and dedication submitted to the county commissioners of Ellis County, Kansas, on November 9th, 1955, are true and correct to the best of my knowledge and belief. Dated at Hays, Kansas, this 9th day of December, 1955.

/s/ C.J. Loraditsch
County Engineer, Ellis County, Kansas

STATE OF KANSAS)
)
COUNTY OF ELLIS) SS

Before me, the undersigned, a Notary Public, in and for said above county and state, on the 9th day of December, 1955, personally appeared ~~Ernest C.J. Loraditsch, surveyor and county engineer of Ellis County, Kansas, his wife,~~ to me personally known to be the same and identical individuals who executed the within and foregoing instrument and duly acknowledge execution of the same.

WITNESS my hand and official seal the day and year last above written.

/s/ Norbert R. Dreiling
Notary Public

(Seal)
My term expires:
June 10, 1957

The foregoing and attached plat, dedication and ancillary instruments all relating to Prairie Acres plat located in the SW $\frac{1}{4}$ of Section 30, Township 13 South, Range 18 West of the Sixth P.M., Ellis County, Kansas, have been examined by me and appear to be legal and proper in all respects as required by the laws of this state and particularly the provisions of G. S. 1949 Sec. 19-2633.

/s/ Simon Roth, Jr.
County Attorney, Ellis County, Kansas

APPROVAL OF PLAT OF PRAIRIE ACRES SUBDIVISION.

Now on this 9th day of December, 1955, the matter of consideration of the request of Thomas J. Brull and Mary Brull, his wife, for approval of their proposed plat and dedication of Prairie Acres Subdivision, described hereafter, came on for hearing before this Board.

The applicants aforementioned and the entire board were present and in attendance at said hearing.

After studying the plat, dedication and other instruments submitted for consideration, and after being duly advised in the premises, particularly by the county engineer and county attorney, the Board finds as follows:

1. That said proposed plat and dedication, together with accompanying instruments are in proper order and legal in all respects.
2. That the said Thomas J. Brull and Mary Brull, his wife, have submitted to this Board a duly certified abstract of title to the land covered by said Prairie Acres plat, showing them to be the owners in fee simple to all of said land embraced by said proposed plat.
3. The Board finds further that the said Prairie Acres Subdivision is situated more than one mile from the limits of any incorporated city, but is located in Ellis County, Kansas, and that the same is more particularly described as follows, to-wit:

A tract of land in the Southwest Quarter of Section Thirty (30), Township Thirteen (13) South, Range Eighteen (18), West of the 6th P.M., described as follows, to-wit: Beginning at the southwest corner of said quarter section; then east along the south line thereof a distance of 2196 feet to a point 432 feet west of the southeast corner of said quarter section; then northeasterly at right angles to the south right of way line of U.S. Highway No. 40, a distance of 614 feet to the point of intersection with said south highway right of way line; then northwesterly along said south highway right of way line a distance of 2930 feet to the west line of said quarter section; then southerly on the west line of said quarter section a distance of 2130 feet to the place of beginning; and

A tract in the same quarter section described more particularly as follows: Beginning in the northeast corner of said quarter section, then west 330 feet, then south 641 feet, this being the initial point; then west 466 feet; then south 510 feet to intersect the north line of the Union Pacific Railroad Right of Way; then southeasterly along said north right of way line a distance of 556 feet; then north 808 feet to the place of beginning.

4. That said plat and dedication, together with the instruments accompanying same should be approved by the Board.

It is therefore by the board of county commissioners of Ellis County, Kansas, ordered that the aforesaid plat and dedication of the said Prairie Acres Subdivision in Ellis County, Kansas, be and the same is hereby approved, and the same is ordered filed with the register of deeds of Ellis County, Kansas.

Attest:
/s/ Ernest J. Beilman
County Clerk (Seal)

/s/ Paul J. Wasinger
Chairman
Board of County Commissioners
Ellis County, Kansas.

STATE OF KANSAS, COUNTY OF ELLIS, SS:

KNOW ALL MEN BY THESE PRESENTS, that the foregoing and attached plat of Prairie Acres has been submitted to me and that the same is hereby approved by me this 21st day of ~~December~~, 1955.

/s/ Bernard J. Brungardt
CITY ATTORNEY,
HAYS, KANSAS.

STATE OF KANSAS, COUNTY OF ELLIS, SS:

I, Dorothy Soderbloom, City Clerk of the City of Hays, Ellis County, Kansas, hereby certify that the above and foregoing and attached plat of Prairie Acres Subdivision in Ellis County, Kansas, was approved by the Governing Body of the City of Hays, Ellis County, Kansas, on the 21st day of ~~December~~, 1955, after recommendation for such approval had been submitted to said Governing Body of said city by the Planning Commission of the City of Hays, Kansas.

(seal)

/s/ Dorothy Soderbloom
CITY CLERK,
HAYS, KANSAS.

RESOLUTION OF CITY COMMISSION OF HAYS, KANSAS.

WHEREAS, Thomas J. Brull, also known as Tom Brull, and Mary Brull, his wife, did on November 21, 1955, present to the city planning commission of the City of Hays, Kansas, their proposed plat of real estate situated outside the incorporated limits of the City of Hays, Kansas, but within Ellis County, Kansas, a distance of less than three miles from the city limits of said city of Hays, Kansas, for its consideration and recommendations, said plat consisting of lots, streets, and alleys as more particularly set out thereon and to be known and designated as Prairie Acres.

AND WHEREAS, said planning commission aforementioned, after submission of said plat as aforesaid, did approve the same and did then submit said plat (together with the dedication and all instruments material thereto) to the governing body of the City of Hays, Kansas, together with its recommendations concerning same.

AND WHEREAS, the governing body of the City of Hays, Kansas, has found that all the recommendations of said city planning commission have been complied with by said plat owners, and that said plat of Prairie Acres should be approved and filed of record.

NOW THEREFORE, Be it Resolved By the Governing Body of the City of Hays, Kansas, that the said Plat of Prairie Acres aforesaid be and the same is hereby approved, and the City Clerk of Hays, Kansas, is hereby instructed and authorized to endorse on said plat and dedication the approval as herein set out.

Dated at Hays, Kansas, this 21 day of December, 1955.

/s/ Ralph Herzog
Mayor.

Attest: (Seal)

/s/ Dorothy Soderblom
City Clerk.

ORDINANCE NO. 2064

AN ORDINANCE VACATING CENTRAL STREET, FROM SECOND STREET TO COLLEGE STREET; AND ALSO VACATING THE ALLEY IN BLOCK EIGHT (8), ALL IN PRAIRIE ACRES, A SUBDIVIDED TRACT IN ELLIS COUNTY AND WITHIN THREE MILES OF THE BOUNDARIES OF THE CITY OF HAYS, KANSAS.

WHEREAS, Thomas J. Brull, also known as Tom Brull; and Mary Brull, his wife, are the owners of all of Block Eight (8) in Prairie Acres, a subdivided tract in Ellis County, Kansas, and within three miles of the boundaries of the City of Hays, Kansas; and

WHEREAS, the said Thomas J. Brull and Mary Brull, his wife, are also the owners of Lots Five (5) and Six (6), in Block Six (6) of Prairie Acres, and of the lot lying southerly, across Central Street from these two lots, which lot is not identified by number or block, but which lot is in the shape of a right triangle; and

WHEREAS, the said Thomas J. Brull and Mary Brull, his wife, have petitioned the City of Hays, Kansas, to vacate Central Street, from Second Street to College Street in Prairie Acres, as well as the alley in Block Eight (8) of said plat; and

WHEREAS, the planning commission of the City of Hays, Kansas, recommended on October 21, 1963, that this request be granted; and

WHEREAS, the governing body of the City of Hays, Kansas, finds that said street and alley can be vacated without manifest injury to any property owner in Prairie Acres, and that such vacation will, in fact, be to the best interests of all concerned, provided that a utility easement for gas, electricity, telephone, sewer and other necessary public utilities be reserved over the area now occupied by said alley; now, therefore,

BE IT ORDAINED by the governing body of the city of Hays, Kansas:

Section 1. That Central Street, from Second Street to College Street, in Prairie Acres, be and it is hereby vacated.

Section 2. That the alley in Block Eight (8) of Prairie Acres be and it is hereby vacated with the PROVISION that there be a RESERVATION in favor of the City of Hays, Kansas, and all public utility companies, of a utility easement coterminous with the alley which is hereby being vacated. This reservation of a public utility easement shall be considered as a condition precedent to the vacating of said alley.

Section 3. This ordinance shall be effective upon publication in the Hays Daily News, the official city newspaper.

PASSED by the Commission on ^{December} November ✓, 1963.

Ralph A. Gorman
Chairman, Board of City Commissioners

Attest: *Dorothy Soderblom*
Dorothy Soderblom, City Clerk

(seal)

PROPOSAL FOR APPROVAL OF VACATION OF ROADS

I, Thomas J. Brull, a resident of Ellis County, Kansas, and the owner of all lands surrounding and adjoining the public roads hereafter described, do hereby request the City Planning Commission of Hays, Kansas, to recommend, and the governing body of the City of Hays, Kansas, to formally approve vacation of the roads hereafter set forth.

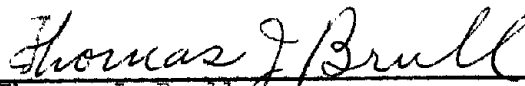
Petitioner informs said Planning Commission and governing body that ~~he~~ has complied with the provisions of Sections 68-102, G.S. 1961 Supp. and 68-102a, G.S. 1949 and has secured the formal adoption of a resolution of the Board of County Commissioners of Ellis County, Kansas, approving and vacating the roads hereafter described, said resolution being a matter of record in the Court House in the City of Hays, Ellis County, Kansas;

I waive any claim for damages resulting from any such vacation proceedings and make this request for approval of vacation of roads for the reason that said public roads hereafter described are, in view of the direction in which development has proceeded in Prairie Acres Subdivision, not a public utility, because of non-use, inconvenience and inaccessibility for the satisfactory and proper transportation of persons and property in the vicinity thereof. Further, it is my belief that the amount of funds which it would be necessary to expend to maintain and repair said roads would be far out-balanced by the advantages from continuance of the same.

The roads in question are located in Prairie Acres, a subdivision of the Southwest Quarter (SW/4) of Section Thirty (30), Township Thirteen (13) South, Range Eighteen (18), West of the 6th P.M., Ellis County, Kansas, and more particularly described as follows:

- a. The East 265 feet, more or less, of Central Street, along the South side of Block Six (6), from the East line of Second Street to the North line of College Street.
- b. The entire alley as dedicated in Block Eight (8) of said subdivision.

Dated at Hays, Kansas, this 16 day of October, 1963.



Thomas J. Brull


ACKNOWLEDGEMENT

STATE OF KANSAS, ELLIS COUNTY, ss:

BE IT REMEMBERED, that on this 16 day of October, 1963, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas J. Brull, who is personally known to me to be the same person who executed the above and foregoing Proposal for Approval of Vacation of Roads, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

(Seal)



Notary Public

My term expires: 7-20-65

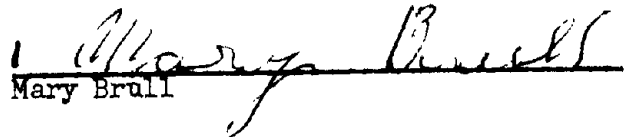
CONFIRMATION OF PETITION

The undersigned, Mary Brull, wife of Thomas J. Brull, herewith confirms all acts and proceedings and the execution of all instruments by her said husband, relating to the vacation of roads in Prairie Acres Subdivision, Ellis County, Kansas, and situated more specifically in said addition in the Southwest Quarter (SW/4) of Section Thirty (30), Township Thirteen (13) South, Range Eighteen (18), West of the 6th P.M., Ellis County, Kansas, and described more particularly as follows, to-wit:

- a. The East 265 feet, more or less, of Central Street, along the South side of Block Six (6), from the East line of Second Street to the North line of College Street.
- b. The entire alley as dedicated in Block Eight (8) of said Prairie Acres Subdivision.

The undersigned further affirms and ratifies each and every act, proceeding, and execution of written instruments relating to said vacation, as carried out and performed by her husband, and joins therein without reservation.

Dated at Hays, Kansas, this 16 day of October, 1963.


Mary Brull

ACKNOWLEDGEMENT

STATE OF KANSAS, ELLIS COUNTY, ss:

BE IT REMEMBERED, that on this 16 day of October, 1963, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Mary Brull, who is personally known to me to be the same person who executed the above and foregoing Confirmation of Petition, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

(Seal)


Notary Public

My term expires: 7-20-65

A G R E E M E N T

THIS AGREEMENT, Made this 27 day of January, 1983, by and between THE CITY OF HAYS, KANSAS, a municipal corporation, hereinafter called the "City", and PRAIRIE ACRES IMPROVEMENT DISTRICT, ELLIS COUNTY, KANSAS, a quasi-municipal corporation, hereinafter called the "District".

W I T N E S S E T H:

THAT WHEREAS, the District is engaged in a project to construct a sanitary sewer system to serve the District; and

WHEREAS, the District desires to provide for the treatment of sewage from its system by the City in the City's sewage treatment facility; and

WHEREAS, the City is willing to treat said sewage under the following terms and conditions; and

WHEREAS, the parties hereto wish to make other agreements relating to the treatment of said sewage, and the operation of the sewage system of the District;

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual promises, covenants and conditions herein contained, agree and contract as follows, to-wit:

1. FLOW MEASUREMENT: The District shall install and maintain a flow measuring device in its sewage system so as to measure the flow of sewage into the City's sewage treatment facility. Said flow measuring device shall give a continuous measurement of the flow of said sewage. The District shall supply the City with a report of the sewage flow on a monthly basis. The City reserves the right to monitor the flow measuring device and make random checks on its accuracy.

2. CHARGE FOR SEWAGE TREATMENT: The District shall pay to the City the sum of Sixty-five Cents (\$0.65) for each hundred cubic feet of sewage treated. The District shall pay the City for sewage treatment on a quarterly basis (four annual payments). Payment shall be made on the 15th day of the month following each quarter for sewage treatment in the previous quarter, and the District shall, with each payment, submit to the City a report of sewage flow for the quarter for which payment is made, as required in paragraph 1 hereof.

3. INCREASE IN RATES: The City may increase the amount charged for sewage treatment, but said increase shall not take effect until the quarter following notice to the District by the City of the amount of said increased charges. Additionally, said sewage treatment charges shall not exceed One and one-half (1 1/2) times the amount charged to residents of the City of Hays for sewage disposal. However, the District shall not be liable for minimum monthly charges based upon meter size as outlined in Section 28-146 of the Code of Ordinances, City of Hays, Kansas. The charges shall further be determined by comparing users within the District to similar users within the City (i.e. residential sewage costs for the District shall be determined by reference to residential user charges within the City and commercial/industrial sewage costs for the District shall be determined by reference to the same requirements and user costs as commercial and/or industrial users within the City).

4. ORDINANCES OF CITY REGULATING SEWER TREATMENT AND SYSTEM USAGE: The District shall comply with all City Ordinances regulating the content of sewage entering the Cities treatment facility, and shall comply with all Ordinances of the City intended to protect the treatment facility and the City's sewage system.

5. MAINTENANCE: In the event of the need for emergency repairs to the District's system, the City shall make every attempt to make such emergency repairs, subject to the availability of City work crews and equipment. The District shall be responsible for the cost of materials used in said repairs of its system, and shall further pay to the City the actual labor and equipment cost per hour for each hour the City's employees and equipment are engaged in the repair of said system. The City shall not be responsible for regular maintenance of the District's system and said maintenance shall be the sole responsibility of the District. The District further agrees to establish a preventive maintenance program acceptable to the City and file annual reports with the City showing implementation of said preventive maintenance program.

6. EMERGENCY POWER GENERATORS: The District shall, together with the BIG CREEK IMPROVEMENT DISTRICT NUMBER 1, ELLIS COUNTY, KANSAS, purchase a standby portable power generator for use in powering the lift station installed in the District's sewage system. The City currently owns a standby portable power generator. In the event the City is in need of additional emergency power generation for its sewage system at a time when neither the District or said Big Creek Improvement District require their portable generator, the City shall be entitled to use the portable generator owned by said districts, and shall pay the cost of operating same. In the event the District is in need of additional emergency power generation at a time when the City does not require its portable generator, the District may use the City's portable generator, and shall pay the cost of operating same. In the event the District is using the City's generator and the City requires its use, the City may immediately take possession of same for its own use. In the event the City is using the District's generator and the District requires its use, the District may immediately take possession of same for its own use.

The City shall store the portable power generator belonging to the district without charge to the District.

7. CITY NOT LIABLE-HELD HARMLESS: The District hereby agrees to save and hold the City, its agents and employees, free and harmless from any and all claims or damages sustained by anyone against any loss, injury or damage as a result of any activities of the District, its agents and employees and the users of said sewage system and/or from any damage or loss sustained by the District in the repair of said sewer lines or sewage system by employees of the City.

EXECUTED AND ADOPTED THE DATE AND YEAR FIRST ABOVE WRITTEN.

THE CITY OF HAYS, KANSAS

BY: George Philip
Mayor

ATTEST:

Harold S. Lohblow
Clerk

(SEAL)

PRAIRIE ACRES IMPROVEMENT
DISTRICT, ELLIS COUNTY,
KANSAS

BY: William D. Stegmeyer
President

ATTEST:

William T. Weimer
Secretary

(SEAL)



AGREEMENT

THIS AGREEMENT, made this 27th day of May, 2004, by and between THE CITY OF HAYS, KANSAS, a municipal corporation, hereinafter called the "City", and PRAIRIE ACRES IMPROVEMENT DISTRICT, ELLIS COUNTY, KANSAS, a quasi-municipal corporation, hereinafter called the "District".

WITNESSETH:

WHEREAS, the District operates a sanitary sewer system to serve the District; and

WHEREAS, the District has heretofore entered into agreements with the City providing for the treatment of sewage from the District's system by the City in the City's sewage treatment facility; and

WHEREAS, the parties have engaged in litigation in Ellis County Case No. 98-C-14 regarding the interpretation and application of the agreements between the City and the District; and

WHEREAS, additional information has been gathered by the parties regarding the volume of flow of sewage from the District's system to the City's sewage treatment facility, and the cost of treatment of the sewage; and the parties wish to re-establish and maintain the relationship of cooperative efforts to serve the citizens of the City and the District, allowing a more efficient use of the City's sewage treatment facilities and allowing the District to avoid the need to construct and maintain its own sewage treatment facilities; and the parties recognize that because of their proximity, they are tied in many beneficial ways, economically; and

NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises, covenants and conditions herein contained, agree and contract as follows, to-wit:

1. Flow Measurement. The District shall maintain an accurate flow measuring device in its sewage system so as to measure the flow of sewage from its collection system into the City's sewage treatment facility. Said flow measuring device shall give a continuous measurement of the flow of said sewage, and shall be maintained in such a fashion as to be accurate in its measurements. The District shall be responsible for all maintenance of said flow measuring device and shall supply the City with a report of the sewage flow on a monthly basis. The City shall have the right to monitor the flow measuring device and make random checks on its accuracy, in addition to checks on its accuracy by the District.
2. Charge for Sewage Treatment. The District shall pay to the City, commencing effective the 1st day of the second quarter of 2004, for all sewage delivered by the

District to the City for treatment, based upon the City's cost of treatment, calculated by using the annually totalized volume of wastewater as recorded at the City's treatment facility, based upon a three year running average for the expense categories that make up the basis for the rate. New rates for a given year shall be based upon the best available numbers from the prior three years, using, if possible, the actual, audited expenditures, and if not otherwise practicable, using the published budget numbers to establish the rate. By way of example, the parties have attached the analysis of the City's cost of wastewater treatment, as Exhibit A, which shows that the beginning cost of treatment, to be used for purpose of calculating the District's obligation for treatment of \$1.69 per 100 cubic feet. The District shall pay a rate, based upon that cost of treatment, beginning at \$1.69 per 100 cubic feet, times 1.7, to account for the fact that the District is outside the limits of the City, for a beginning rate to be paid per 100 cubic feet of treatment of \$2.87, effective as stated above, with said payments to be made on a quarterly basis, four (4) annual payments made on the 15th day of the month following each quarter for sewage treatment in the previous quarter.

The parties agree that at the conclusion of the year 2004, and each year thereafter during which this agreement is in effect, the parties will recalculate the cost of treatment, based upon the prior years's experience, using the formula set out above, and the factors contained in Exhibit A, and shall then adjust the rate accordingly, for the following calendar year.

3. Regulation of Sewer Treatment and System Usage. The District shall comply with all City ordinances regulating the content of sewage entering the City's treatment facility, and shall be responsible for complying with all ordinances of the City intended to protect the integrity and operation of the treatment facility and the City's sewage system.
4. Maintenance. In the event of the need for emergency repairs to the District's system, the City shall make every attempt to make such emergency repairs, subject to the availability of City work crews and equipment. The District shall be responsible for the cost of materials used in said repairs of its system, and shall further pay to the City the labor and equipment costs incurred by the City in the use of its employees and equipment in the repair of said system. The City shall not be responsible for regular and periodic maintenance of the District's system, which shall be the sole responsibility of the District. The District further agrees to continue to maintain a preventive maintenance program acceptable to the City and file annual reports with the City showing implementation of the preventive maintenance program.
5. City to be Held Harmless. The District hereby agrees to save and hold the City, its agents and employees, free and harmless from any and all claims or damages

sustained by anyone and against any loss, injury or damage as the result of any activities of the District, its agents or employees and the users of said sewage system and/or from any damage or loss sustained by the District in the repair of sewer lines or the sewage system by the City.

6. Dispute Resolution. The City and the District agree and stipulate that in the event of any future dispute or disagreement regarding charges by the City to the District for sewer treatment, the parties shall follow the dispute resolution procedures contained in the City's ordinances pertaining to customer disputes, and the parties agree that during the resolution of any dispute, the challenged amount due shall be paid to the City, to be held in escrow pending resolution of said dispute.
7. Settlement and Release. The parties agree and stipulate that this agreement is intended to be a full and complete settlement of any and all disputes between the parties regarding the subject matter of this agreement, and the parties hereby waive any further claims, including, but not limited to any claim of arrearages under any prior sewage treatment agreements, or credits claimed due, except those charges that are currently incurred and being incurred, under this new agreement, to be paid pursuant to Paragraph 2. above. The parties agree to dismiss, with prejudice, their claims by and against each other in the Ellis County District Court Case No. 98-C-14.
8. Termination. This agreement shall continue in full force and effect until and unless it is terminated by written notice, one (1) year in advance of the proposed date of termination, provided that in the event that the District does not pay the treatment charges as provided herein within the first 15 days of the month following the quarter for which charges have been made, the City may terminate this agreement after giving twenty (20) days notice in writing of its intent to terminate immediately.
9. Approval by State and Federal Officers and Agencies. To the extent necessary, the parties agree to cooperate with and assist each other in the obtaining of any necessary approvals of this agreement, or its implementation, by any other State or Federal or local government or agency.

EXECUTED AND ADOPTED THE DAY AND YEAR NEXT SET OUT BESIDE THE SIGNATURES OF THE PARTIES.

CITY OF HAYS, KANSAS

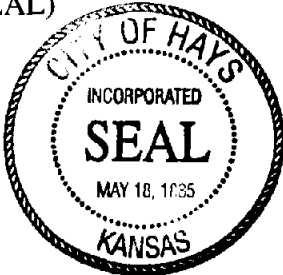
By *Sunell Koerner*
SUNELL KOERNER
Mayor

5-27-04
Date

ATTEST:

Carol Sue Berger
CAROL SUE BERGER
City Clerk

(SEAL)



PRAIRIE ACRES IMPROVEMENT
DISTRICT, ELLIS COUNTY, KANSAS

By *Doug Marrs*
DOUG MARRS
President

5-26-04
Date

ATTEST:

Day Segura
Secretary

(SEAL)

City of Hays, Kansas
Wastewater Division Average Costs of Service

Years 2001-2003 and Average Annual Flow of 707,700,000 Gallons

Expense Category	Total Cost (\$)	Cost/1,000 Gallons (\$)	Cost/100 CF (\$)	Comments
Wastewater Treatment				
Plant Expenditures	658,771	0.93	0.70	Actual costs.
Debt Service	399,600	0.56	0.42	Payment for 1993 upgrade.
Capital Expenditures	180,667	0.26	0.19	Improvements to plant equipment.
Depreciation	283,000	0.40	0.30	From budgets.
Administration	81,000	0.11	0.08	Allocation from budgets.
Total	\$1,603,038	\$2.26	\$1.69	
Collection Service Division	130,000	0.18	0.13	From budgets. Service Division was established in 2003.
Total Wastewater Division Costs	\$1,733,038	\$2.44	\$1.82	

AGREEMENT

THIS AGREEMENT, made this 13th day of April, 2017, by and between THE CITY OF HAYS, KANSAS, a municipal corporation, hereinafter called the "City", and PRAIRIE ACRES IMPROVEMENT DISTRICT, ELLIS COUNTY, KANSAS, a quasi-municipal corporation, hereinafter called the "District".

WITNESSETH:

WHEREAS, the District operates a sanitary sewer system to serve the District; and

WHEREAS, the District has heretofore entered into agreements with the City providing for the treatment of sewage from the District's system by the City in the City's sewage treatment facility, most recently in May of 2004; and

WHEREAS, the City has now completed construction of the Sports Complex adjacent to the District and the parties now have the ability to cooperate in modifying the lift station used to connect the District with the City's sanitary sewer system and to use water use data from the District's connection with Rural Water District No. 2 to accurately calculate the flow of sewage from the District to the City and eliminate the need for a meter as presently used; and

NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises, covenants and conditions herein contained, agree and contract as follows, to-wit:

1. Lift Station. The City will disconnect the District's sewer system from the District's lift station and tie it to the City's lift station, at its own cost, and will include amortization of recovery of its costs through the rates established hereinafter.
2. Charge for Sewage Treatment. The District shall pay to the City, commencing effective the 6th day of July, 2017, for all sewage delivered by the District to the City for treatment, based upon the following:

The rate for outside City limits volumetric sewer charges, which, at the date of this agreement is \$4.79 per 100 cubic feet for residential users. This rate shall be adjusted along with all other City's sewer charges on January 1, 2017, and annually thereafter, along with all other City sewer charges. The volumetric rate shall be calculated based on the District's annual water usage as reported by Trego County Rural Water District #2 and applied to all residents of Prairie Acres. The District shall obtain the annual water usage report for Prairie Acre Residents from Trego County

AGREEMENT (Prairie Acres Improvement District)

Page 2

Rural Water District #2 and shall submit that report and all usage reports and bills received from Trego County Rural Water District #2 each calendar year to the City of Hays no later than March 1 of each year. The District will not be charged a minimum in addition to the volumetric rate.

The District shall be responsible for establishing its rates and charges to its customers and shall be responsible for collecting all of those charges. It shall pay the City according to this Agreement for the treatment of the sewage.

3. Regulation of Sewer Treatment and System Usage. The District shall comply with all City ordinances regulating the content of sewage entering the City's treatment facility, and shall be responsible for complying with all ordinances of the City intended to protect the integrity and operation of the treatment facility and the City's sewage system.
4. Maintenance. The District shall maintain their private sewer district. The City shall maintain the line that ties the District's sewer to the City lift station at no additional charge.
5. City to be Held Harmless. The District hereby agrees to save and hold the City, its agents and employees, free and harmless from any and all claims or damages sustained by anyone and against any loss, injury or damage as the result of any activities of the District, its agents or employees and the users of said sewage system and/or from any damage or loss sustained by the District in the repair of sewer lines or the sewage system by the City.
6. Dispute Resolution. The City and the District agree and stipulate that in the event of any future dispute or disagreement regarding charges by the City to the District for sewer treatment, the parties shall follow the dispute resolution procedures contained in the City's ordinances pertaining to customer disputes, and the parties agree that during the resolution of any dispute, the challenged amount due shall be paid to the City, to be held in escrow pending resolution of said dispute.
7. Termination. This agreement shall continue in full force and effect until and unless it is terminated by written notice, one (1) year in advance of the proposed date of termination, provided that in the event that the District does not pay the treatment charges as provided herein within the first 15 days of the month following the quarter for which charges have been made, the City may terminate this agreement after giving twenty (20) days notice in writing of its intent to terminate immediately.
8. Approval by State and Federal Officers and Agencies. To the extent necessary,

the parties agree to cooperate with and assist each other in the obtaining of any necessary approvals of this agreement, or its implementation, by any other State or Federal or local government or agency.

EXECUTED AND ADOPTED THE DAY AND YEAR NEXT SET OUT BESIDE THE SIGNATURES OF THE PARTIES.

CITY OF HAYS, KANSAS

By *Shaun Musil*
SHAUN MUSIL
Mayor

4-13-17
Date

ATTEST:

Brenda Kitchen
BRENDA KITCHEN
City Clerk

(SEAL)



PRAIRIE ACRES IMPROVEMENT
DISTRICT, ELLIS COUNTY, KANSAS

By *Ray Mann*
President

10-25-2016
Date

ATTEST:

Walter T. Mann
Secretary

(SEAL)



By *Ray Mann*
10/25/16
Date