



MEETING OF THE COUNCIL MEETING

Council Chambers, City Hall – 131 N Main St

April 08, 2021 at 7:00 PM

AGENDA

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

CALL REGULAR MEETING TO ORDER

MEMBERS PRESENT

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

PRAYER

DETERMINE AGENDA ADDITIONS

CONSENT AGENDA

All matters listed on the Consent Agenda are considered one motion and will be enacted by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A) BUILDING PERMITS

FENCE - 714 N WOLF ST - SHANE FUQUA
FENCE - 105 SHADYBROOK - SHANE FUQUA
FENCE - 717 N GARFIELD - LARRY GOODWIN
BUILDING - 316 N GARFIELD - YODER ENGINEERED STRUCTURES
BUILDING - 2508 S 383RD ST W - LIES BUGNER HOMES
ROOFING - 714 N WOLF - EATON ROOFING
MECHANICAL - 724 N MAIN - CHENEY ELECTRIC
SPRINKLER - 351 LAKESIDE - BRIAN LECHNER
ELECTRICAL - 226 N MAIN - CHENEY ELECTRIC SERVICE
ELECTRICAL - 724 N MAIN - CHENEY ELECTRIC SERVICE
BUILDING - 215 N WOLF - JULIE HAUKAP
CURB CUT - 313 HARRISON - BRIAN KRENZEL
SIDING - 314 N MARSHALL - LOGSDON HOMES
BUILDING - 314 N MARSHALL - LOGSDON HOMES
BUILDING - 202 N MAIN - EVANS BUILDING CO
BUILDING - 744 N WOLF - B & L ROOFING & REMODELING
ELECTRICAL - 915 N FILMORE LOT #1 - CHENEY MHP

- [B\)](#) Minutes of the March 11, 2021 Regular Council meeting
Minutes of the March 25, 2021 Special Council meeting
- [C\)](#) Bills List

PUBLIC AGENDA *(Please limit comments to 5 minutes)*

OLD BUSINESS

NEW BUSINESS

- [1\)](#) **CONSIDERATION OF 2021 POOL FEES**
Pool fees have not increased since 2010 when daily admission was increased from \$2 to \$3, lessons were increased from \$25 to \$30, and Pool Parties increased from \$80 to \$90.

Motion: Approve the 2021 Swimming Pool Fees.
- [2\)](#) **CONSIDERATION FOR USE OF GOLF COURSE FOR FIRE DEPARTMENT TOURNAMENT AND FRIENDS OF CHERRY OAKS**
The Fire Department will hold their Annual Golf Tournament on Sunday, June 6th, 2021 and Friends of Cherry Oaks is scheduled for June 27th, 2021 unless something else changes due to COVID-19.

Motion: Allow the Fire Department on June 6th, 2021 and the Friends of Cherry Oaks on June 27th, 2021 use of Cherry Oaks Golf Course and waive the tournament fees for their annual tournaments.
- [3\)](#) **CONSIDERATION OF PURCHASING IN-CAR CAMERA FOR POLICE PATROL VEHICLE**

Motion: Approve purchase in the amount of \$5,736.48 from Digital Ally and installation from SERV in the amount of \$450.00

REPORTS

Police Report

- [4\)](#) March Police Report
- [5\)](#) Court Report

Fire Report

- [6\)](#) March 2021 Fire Report

Maintenance Report

- [7\)](#) Water Report
- [8\)](#) Gas Report

[9\)](#) Maintenance Report

[10\)](#) Trash Report

Golf Course Report

[11\)](#) March Golf Course Report

Administrator's Report

[12\)](#) Administrator Report

ATTORNEY'S ITEMS

MAYOR'S ITEMS

Mayor Philip Mize

COUNCIL ITEMS

Councilmember Albers

Councilmember Gile

Councilmember Graf

Councilmember Kampling

Councilmember Williams

EXECUTIVE SESSION

Motion to enter into executive session to discuss preliminary discussions relating to the acquisition of property KSA 75-4319 (b)(6) for ____ minutes with Administrator Young and Maintenance Superintendent Brad Ewy.

ADJOURN

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, break area, or lobby of City Hall. No one is excluded from these areas at any time.

13) FACILITY TOUR SEWER DEPARTMENT



REGULAR CITY COUNCIL

Council Chambers, City Hall – 131 N Main St

March 11, 2021 at 7:00 PM

MINUTES

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

CALL REGULAR MEETING TO ORDER

MEMBERS PRESENT

Mayor Philip Mize called the meeting to order at 7:02 pm. Council members Jeff Albers, Kassie Gile (phone), Ryan Graf, Greg Williams, and Greg Kampling were present. Staff present were City Administrator/Clerk Danielle Young, City Attorney Austin Parker, Police Chief Ken Winter, Director of Golf Kevin Fowler, and Maintenance Superintendent Brad Ewy. Guests present were Bret Albers, Don Albers, and Bill Johnson (Evans Building).

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

DETERMINE AGENDA ADDITIONS

CONSENT AGENDA

All matters listed on the Consent Agenda are considered one motion and will be enacted by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A) Building Permits
 - Mechanical - 204 E 1st Ave - Dan's Heating & Cooling
 - Roofing - 212 E 3rd - Eaton Roofing
 - Roofing - 109 Washington - Eaton Roofing
 - Commercial - 914 N Main St - Evans Building
 - Building - 612 Cherry Oaks - Oasis by Design
 - Building - 825 N Sunset Ave - JY Construction
 - Building - 546 Jayhawk - Clint Reed
 - City - 626 Wolf - Better Built Storage Sheds
 - City - 131 Crestview - Charles Payne
 - Fence - 600 S Main - Melissa Humphrey
 - City - 308 S Main - Sedgwick Co. Fair
- B) BILLS LIST FEB 25 2021
- C) Minutes of the February 11, 2021 Meeting

Motion to approve the consent agenda as listed.

Motion made by Councilmember Kampling, Seconded by Councilmember Graf.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

Motion for approval of the minutes of the Special Council Meeting February 25, 2021

Motion made by Councilmember Williams, Seconded by Councilmember Albers.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

PUBLIC AGENDA *No one spoke during the public agenda.*

NEW BUSINESS

DISCUSSION OF PLANNED UNIT DEVELOPMENT (PUD) FOR 202 N MAIN ST

Evans Building submitted a PUD for a new building to be built at 202 N Main Street. Councilmember Jeff Albers abstained from any decision-making, but stood for questions.

Bill Johnson, Evans Building, put the PUD plans together. Young brought up items that needed to be addressed on the PUD, such as landscaping, parking, and exterior lighting. Johnson stated there was room to move the building to the north a little. Once they had the parking all laid out, he would be happy to re-submit drawings on anything Council wanted to see.

The exterior was discussed and Johnson stated they would be running a gray metal decking material horizontal on the south and west side. There would be stucco around the windows. The entrance to the building will be at an angle on the corner and there was flexibility to move the building back to the east away from Main Street. It was asked if the handicap parking stall could be along Main Street.

Young asked Council about the Zoning Code's parking requirement requiring office space to have 3.8 parking spaces per 1,000 sq feet, which would require 18 parking stalls and the PUD only showed 11 parking stalls. Attorney thought Council could allow staff to work with them to get items finalized on the PUD.

Motion to approve Preliminary PUD with staff approval for Final PUD and accommodating parking.

Motion made by Councilmember Graf, Seconded by Councilmember Williams.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Gile, Councilmember Graf, Councilmember Albers abstained.

OLD BUSINESS

CONSIDERATION OF ORDINANCE 933; REGULATING OUTDOOR PARKING/STORAGE OF RECREATIONAL VEHICLES AND EQUIPMENT AND PARKING OF VEHICLES UPON PRIVATE PROPERTY WITHIN THE CITY OF CHENEY, KANSAS

An Ordinance has been briefly discussed at the last two meetings to address Recreational Vehicle and Equipment being stored in yards as well as parking in front yards. Councilmember Greg Williams asked about Section J of the Ordinance stating recreational equipment cannot be parking in a driveway and exceed a period of more than 7 days within any 30-day period. Williams thought in the months of

March-October, this could be problematic. He explained that he goes to the Lake 2-3 days a week, and if he lets his boat dry for a couple days, he's already exceeding the 7-day timeframe.

Councilmember Williams asked for clarification on section 14-221 as he read that section as RV's couldn't be parked in driveways either. Attorney Parker stated that that section was intended to read as all other vehicles can be parked in the areas listed, but recreational vehicles and the wording could be changed to read differently.

Councilmember Williams asked why the City needed this code. Councilmember Kampling thought it was needed because people are parking their boats and campers all over. Williams agreed that the items needed to get out of the grass, but thought the code was treating the City more like a HOA. Mayor asked if items were parked in a driveway alongside of building.

Councilmember Kampling wanted to get it away from being a storage unit in front yards. Albers thought during the "season" there should be some type of leniency to keep them in their yards. Young asked about other types of trailers that are used year-round. Williams stated they have an issue telling someone they can't park an item on their property when they have a specific spot for the item to be parked. Albers stated he had a problem with the items parked in the grass in the front yard. He wanted people to be able to use their property, but understands the eye sore. Williams mentioned that the owners of boats, jetskis, etc pay property taxes on those items that helps our city's mill levy.

Mayor Mize didn't know how far to go without creating more of a problem and understood someone owning a boat would want it in their driveway to go to the lake.

Albers mentioned allowing 7 consecutive days instead of just 7 days, but didn't know how to handle it during the time people are using it. Discussion was held regarding allowing the 7 days a month. Young explained that the 7 days a month would allow someone to have their boat at their property on the weekends, but would deter them from storing it on their property longer.

Williams asked about policing the Ordinance and asked if the police were only going to enforce it if someone complained about it? Williams thought it would be worth looking at other cities closer to lakes, such as El Dorado or Marion. Kampling didn't think the items should be stored in the grass and front yards where it's an eye sore. Kampling thought they should be allowed at a house from May-September with no restrictions, but the rest of time they would need to be stored elsewhere, or have it in a backyard or sideyard during winter months. Mayor mentioned that some people use their whole front yard as a parking area. Chief Winter stated a lot of times people call the police department about parking complaints.

Councilmember Williams also brought up the requirement for covers on open parts of the boat. He mentioned that fishing boats may or may not have covers and didn't think covers should be required.

Councilmember Kampling doesn't want something parked in a front yard all year long and thought all trailers should be addressed. Councilmember Albers didn't want items to go past the front of house, but thought allowing items to be parked along the side or rear yard would be okay. Councilmember Gile had an issue with 7 days during the month. Attorney Austin Parker reviewed the updated Ordinance wording he drafted during the meeting. Allowing parking in a side yard that is also a front

yard setback was also discussed as it would limit certain properties from parking items in existing concrete driveways.

Motion: Table the item with discussed changes to be made by Staff

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

NEW BUSINESS

CONSIDERATION OF EXTENDING THE LOCAL EMERGENCY DISASTER PROCLAMATION

A Proclamation for COVID-19 was adopted for 180 days on March 18th, 2020, extended on September 10th and is now set to expire.

Motion: Adopt the Local Emergency Proclamation for 180 days.

Motion made by Councilmember Albers, Seconded by Councilmember Williams.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

A RESOLUTION AUTHORIZING THE CITY OF CHENEY, KANSAS TO APPLY FOR THE CITY UTILITY LOW-INTEREST LOAN PROGRAM FOR THE PURPOSE OF OBTAINING A LOAN FROM THE STATE OF KANSAS TO FINANCE EXTRAORDINARY NATURAL GAS COSTS INCURRED DURING THE EXTREME WINTER WEATHER EVENT OF FEBRUARY 2021

The City estimates an obligation to pay a total of \$1,639,777 in natural gas costs as a result of the unprecedented prices charged during the extreme winter weather conditions in February 2021. The City requested borrowing an amount not to exceed \$1,472,116 from the State of Kansas to pay the extraordinary natural gas costs incurred during the extreme weather event of February 2021. The interest rate will be .25% and recalculated the first business day of January each year. The City requested the term of the loan to be the maximum 10 years.

Councilmember Albers didn't agree with having to finance this amount and asked if KMGA was still fighting for the cities to get something else done. Councilmember Kampling didn't want the cost drug out over 10 years. It was discussed that there was a need to continue fighting to cap the price of natural gas so this couldn't happen again. It was mentioned that the City would have 5 days to sign the loan agreement, once the amount was approved. Young explained that it was possible the \$100 million set aside by the State may not be enough to cover all of the loan requests. Albers asked if there was any admission of acceptance of these rates by taking out loan document. Attorney Parker stated it would be okay to accept the loan and the City could still look at different legal options to pursue. Albers thought KMGA should have taken on the financial responsibility instead of cities taking on the extra debt.

Motion to Adopt Resolution 306-2021

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

Clerk Young Called the Vote: Councilmember Kampling- yes, Councilmember Williams-yes, Councilmember Albers-yes, Councilmember Gile-yes, Councilmember Graf-yes

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF CHENEY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS STATE TREASURER, FOR THE PURPOSE OF OBTAINING A LOAN PURSUANT TO THE CITY UTILITY LOW-INTEREST LOAN PROGRAM TO FINANCE EXTRAORDINARY ELECTRIC AND/OR NATURAL GAS COSTS INCURRED DURINGT HE EXTREME WINTER WEATHER EVENT OF FEBRUARY 2021; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

The Ordinance authorizes the City to accept the Loan and to enter into a Loan Agreement with the State of Kansas to finance the extraordinary natural gas costs. The loan amount will not exceed \$1,472,116. The term is for 10 years with semi-annual repayment dates. The agreement states the City will establish a dedicated source of revenue for repayment of the loan. Young reviewed the options for revenue, but told Council they did not need to decide tonight on the exact way to bill the amount out to residents as there were still too many questions unanswered. Young reviewed numbers showing how increases in consumption amounts and flat fees would affect customers differently and costs that would be incurred by customers for the next 10 years.

Motion: Approve Ordinance 935

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

Clerk Young called the Vote: Councilmember Kampling- yes, Councilmember Williams-yes, Councilmember Albers-yes, Councilmember Gile-yes, Councilmember Graf-yes

CONSIDERATION OF PURCHASING 2021 CHEVY TAHOE

The Police Department requested the purchase of a 2021 Chevy Tahoe from Lubbers in the amount of \$38,982. Chief received the upfitting cost from SERV of Andover, KS for an additional \$7,817.48 cost. In 2020, a Chevy Tahoe was purchased from SERV for a total of \$44,848.05, including vehicle and upfit costs. This 2021 Tahoe will replace the 2018 Ford Explorer that was purchased in 2018 for \$30,908.80 + \$5,244 upfit cost. It was stated there was not an interested party in the 2018 Ford Explorer yet.

Budget: 2021 Police Machinery & Equipment- \$48,000

Motion: Approve purchase of 2021 Chevy Tahoe in the amount of \$38,982 from Lubbers with upfitting charges of \$7,817.48 from SERV.

Motion made by Councilmember Graf, Seconded by Councilmember Williams.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

Motion: Declare the 2018 Ford Explorer as surplus and sell.

Motion made by Greg Williams, Seconded by Councilmember Ryan Graf

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

DISCUSSION OF KDOT COST SHARE GRANT PROGRAM

Young discussed applying for the Cost-Share grant program from the Kansas Department of Transportation. Utilizing the City's Pedestrian and Bicycle Master Plan, Young identified four construction projects to apply for, including constructing sidewalk on 6th Ave, South Main Street, 49

Curb ramps and a sidewalk from 6th Ave to Shadybrook along Sunset Ave. The grant usually requires a 20% match, but they have lowered that match this year to 10% match for the construction expense and the City must pay the engineering fees. Applications are due April 9th, 2021.

Councilmember Kampling thought the engineering fees of \$97,295 were outrageous. Young explained the 10% match of total construction costs estimated at \$389,180 would be \$38,918 plus \$97,295 for an estimated cost to the City of \$136,213. The grant would cover \$350,262. Kampling did not think the City should be spending this money. Young explained that the City had transferred \$80,000 for sidewalks and \$80,000 for street improvements into the Capital Improvement Fund over the past few years, so the money had already been set aside for this type of project because it had originally been discussed that the City maintenance crew would pour the sidewalk on South Main estimated at \$60,000. Kampling thought it would be cheaper for the maintenance department to do the projects instead of paying for an engineer. Albers asked how much it would cost for the maintenance crew to do all of the projects. Young did not have concrete estimates for the other projects identified, but mentioned there were approximately 11 blocks and 4 blocks estimated at \$60,000.

Kampling thought the City should wait on spending any money. Young stated the grant would be approved in May and the City could go out to bid in July or wait until Spring. Council asked if they could turn the grant down if they were approved. Young stated if they planned to turn the grant down there was no point in her taking the time to apply for it. Mayor Mize thought the most important sidewalk was the one on South Main.

Motion to apply for the grant for the sidewalk project for South Main.

Motion made by Councilmember Greg Kampling. Seconded by Graf.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

REPORTS

Police Report

Chief Winter had nothing to add to his report.

Fire Report

Chief Ewy had nothing to add to his report.

Maintenance Report

Ewy had nothing to add to his report.

Golf Course Report

Director of Golf Kevin Fowler had nothing additional to report.

Administrator's Report

Administrator Young had nothing additional to report.

ATTORNEY'S ITEMS

Attorney Parker had nothing addition to report.

MAYOR'S ITEMS

Mayor Mize brought up the Rehab and Paint Program Grant and was concerned about what didn't make the grant work because a roof grant was denied. Mayor asked what identified a house as blighted. Ewy stated that when you drive by that house, he didn't think someone would automatically notice that the roof was something that needed to be addressed. Young shows some photos of other roofs in town with tarps and missing shingles that were what she considered blight. Young had also spoke to Kingman who also operates a Rehab grant and they identify blighted roofs as having holes, missing shingles, or tar paper showing. Attorney Parker read the definition of blight from KSA 12-1750. It was mentioned the property owner could still apply for other projects at her property since this grant had been denied.

COUNCIL ITEMS

Councilmember Kassie Gile had nothing to report.
 Councilmember Jeff Albers had nothing to report.
 Councilmember Greg Kampling had nothing to report.
 Councilmember Ryan Graf had nothing to report.
 Councilmember Greg Williams had nothing to report.

ADJOURN

Motion made by Councilmember Graf, Seconded by Councilmember Kampling.
 Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers,
 Councilmember Gile, Councilmember Graf



Philip Mize, Mayor

Attest:

Danielle Young, City Clerk

Workshop- Virtual Tour of Water Wells



SPECIAL CITY COUNCIL

Council Chambers, City Hall – 131 N Main St

March 25, 2021 at 5:00 PM

MINUTES

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

CALL REGULAR MEETING TO ORDER

MEMBERS PRESENT

Mayor Philip Mize called the meeting to order at 5:05 pm. Council members Jeff Albers, Kassie Gile, Ryan Graf, Greg Kampling and Greg Williams were present. Staff present were City Administrator/Clerk Danielle Young, City Attorney Austin Parker (phone), Maintenance Superintendent Brad Ewy, and Utility Clerk Angie Gassmann

DISCUSSION OF NATURAL GAS BILLING

Administrator Young explained that the meeting was to follow-up on the ongoing Natural Gas Emergency that began in mid-February. While the price of natural gas had returned to regular pricing, the City needed to determine how to bill for the unprecedented pricing. The low-interest loan from the State of Kansas was approved and the City received the funds of \$1,472,116. In return, the City paid the KMGGA invoice of \$1,535,526.89 under protest as investigations are ongoing with the State and Federal governments to determine if pricing can be adjusted.

Black Hills Energy has still not assessed estimated penalties of \$116,972. If these penalties are assessed, the City will utilize gas reserve funds to pay these penalties. In the meantime, the City must set up a revenue stream to be able to make the semi-annual payments back to the State on the low-interest loan. The loan must be paid within 10 years and interest can change January 1st of each year. It's currently set at .25%.

Young explained that cities across the State are billing at various ways, including billing out the full amount and setting up payment plans to billing out an increased adjustment over the next few months or next several years. Young added that the usage for this billing cycle, which is February 16-March 15th, drastically decreased due to conservation and warmer temperatures. Billing at a higher rate this billing cycle, will not necessarily result in a higher overall bill to the consumer. Last month the average home used 14 units of gas and this month the average was 8 units. Last month, the middle two quadrants of residential customers were between 11-16 units and this month it is between 6-10 units. Commercial users saw a decrease in average usage from 107 units to 47 units.

Young explained that a market Rate Adjustment fee could be set. In looking at the annual gas usage from 2020 and the annual loan payment amount, \$1.90/mcf is the smallest adjustment that could be

added to pay the loan off in 10 years and \$9.40/mcf would pay the loan off in 2 years. Young reviewed items to consider when making the decision:

- Gas usage will decrease over the next 5 months and will not see this usage quantity again until the January 1st billing cycle.
- If reserve funds are used to cover penalties or to cover any part of the invoice not assessed to customers, the market rate adjustment will also need to continue to repay the reserve accounts after the loan is paid off.
- Setting the market rate adjustment at the lowest amount may not ensure loan payment amounts can be met, as annual usage can fluctuate each year based on weather.
- Historically, gas rates have been low over the past few years (Young provided a historical sheet showing pricing), but looking back rates of \$15.78 were billing 2005.

Young reviewed suggested billing options and explained that if the full amount was billed out to customers the billing rate would be \$189.63/mcf. Young's options included utilizing approximately \$37,000 in reserve funds to cover part of the invoice to KMGGA that was not covered by the loan or billing out the \$37,000 to the customer in this billing cycle. Young expected the market rate adjustment would not cover the first semi-annual loan payment, since usage would be falling off during the summer months.

Councilmember Albers asked Administrator Young if there would be a shortfall for the first semi-annual loan payment, but a surplus the second half. Young explained that was correct and the City would possibly have to utilize additional reserve funds to cover the first payment.

Councilmember Kampling asked if the City had not gone with KMGGA and stayed with the other company if the City would be in this pricing situation. Councilmember Albers stated that he understood that others were also taking out loans and passing the pricing on. Councilmember Gile mentioned someone in Haysville had received a higher bill and Mayor Mize had read an article that the company the City had been with previously had much larger problems than KMGGA and had billed out the full amount that was multi-million dollars to a school district. Young stated she was unsure who Garden Plain utilized.

Councilmember Albers stated that he understood that KMGGA had lowered the gas rate, but did not think they had handled the situation correctly. Kampling asked for explanation of the penalties and thought something needed to be put in place so this didn't happen again. Young and Ewy explained the Operational Flow Order and imbalances. Ewy stated policies were being reviewed and discussed to prevent any future happenings of this nature.

Councilmember Albers asked if KMGGA had any mark-up on their end. Young replied that KMGGA charges 9.5 cents per unit of gas that is sold, plus we pay a monthly fee of \$75. Albers thought the City should do their due diligence and look at other options to switch to for the City's gas supply. Ewy replied that he did not know who to switch to as someone would still need to do the nominations. It was explained that KMGGA took over the nominations after former City Administrator Oliver left. Councilmember Albers agreed that by the time the winter weather was forecasted, it would have been too late to have bought additional gas on the monthly market.

Councilmember Williams asked if the City could set up a level pay option, like electric companies. Young replied that the city's billing software does not have that option. Williams asked if there was a way to let customers know the amount, they will owe that will need to be paid back to the City

eventually. Young explained that the one thing to think about was we could set up an additional line item on the bill and let them know the total amount to pay overtime. The problem Young saw with this was as residents move out of the city, there is a possibility they could leave the City with an outstanding balance and then it would have to be determined later how to collect these unpaid amounts. Albers thought an adjustment should be made to the mark-up. Mayor Mize thought that was the only way to do it, but said it came down to determining a rate.

Councilmember Gile asked Young if there was an option to raise the price during the summer months and make it lower during the winter months to counteract the pricing. Young stated the issue with that is there are several residents who have zero usage during the summer months so a higher adjustment per unit during the summer would only hit those who use gas year-round harder. Albers asked about charging a flat rate of \$10/residential and \$50/commercial, plus a market rate at a lower amount. Albers thought that might help during the months where usage was lower. Young stated that when you assess a flat fee, it charges a higher amount on people who use less gas. Mayor Mize explained that the high school, who is a larger user, would then be paying the same amount as a lady who only has a gas hot water tank. Mize thought using a per unit charge leveled everything out.

Councilmember Kampling stated that he liked the presented option of 3A, which would set the billing rate for April 1st at \$9.10/mcf. It would utilize \$37,366.89 in reserve funds and add a market rate adjustment of \$3.15. The average residential bill would be \$74.00 Young reminded Council that this option would utilize reserve funds to cover part of the invoice and the city would again need to utilize reserve funds to cover the first loan payment and for any penalties that may be assessed. Mayor Mize asked if Option 3a would allow the City to pay off the loan earlier than 10 years. Young stated that the \$3.15 adjustment would allow the loan to payoff in about 6 years. Councilmember Albers felt we should not pay off the loan early. Albers liked option 3A, but didn't quite agree with the \$3.15 market change and thought the city should do something similar to last month. Ewy was concerned about running short of funds if a different option was used. Albers thought that by looking at the data the gas usage was trending up. Young explained that in 2011 the annual usage for the entire City was at 61,000 and then went down to 49,000. Albers thought the overall trend was upward and Young explained that was partly due to a new business opening, who utilizes a large amount of gas.

Young explained that the City of Winfield had decided to set their market rate adjustment at \$8.00/mcf over the next three months to generate additional revenue to cover their first loan payment.

Councilmember Albers stated he initially liked proposed Billing Option 2a (\$7.85/mcf) and thought about charging an additional \$2.40 adjustment on top of the City's \$2.40 existing mark-up. Albers thought the \$2.40 would pay the loan off in about 8 years. Kampling asked about paying back the city's reserve accounts. Young stated they would not be able to pay back the reserves until the loan was paid off. Albers asked if the suggested \$3.15 adjustment covered the note payment of if the City's \$2.40 mark-up was also needed to cover the loan payment? Young replied that she was not planning to touch the \$2.40, since that fee was used to cover normal expenses within the utility. Albers asked about charging \$2.40 over 8 years and Kampling asked if the interest of the loan could go up? Young explained that the interest rate is set to change January 1st of each year and will be set at 2 points below market interest rate with a minimum of .25%. Young was afraid that if interest rates increased the city would not have enough revenue at \$2.40 to pay off the loan in 10 years.

Albers asked if the rate could be reviewed every year to determine if things were trending up or down and make adjustments to the plan. Young stated that could be done.

Mayor Mize felt that if the City charged a higher rate this month that residents were expecting it, but was concerned what people might say if we waited 3 years and then tried to explain to residents that the City had screwed up and needed to charge more now. Mize hated for the City to drop back and minimize the cost to the residents for a period of time to see what happened with the investigations and then nothing happens to decrease the overall cost. Mayor Mize asked Administrator Young to clarify the difference between option 3 and 3A. Young stated that the additional price of option 3 (\$13.65/mcf) is to generate the \$37,000 needed to pay the current invoice due to KMGGA since the loan of \$1,472,116 plus the amount we collected from billing and collateral call would leave the City short of the full invoice amount. If the \$37,000 is not billed out, the City will utilize reserve funds. Young explained further that the City needed to bill \$55,835.22 for the billing cycle of 2/16-2/28 and pricing the gas at the usual price of \$2.6281 would only generate about \$18,468.33, leaving the City short \$37,366.89. It was noted that the Gas Reserve fund had about \$250,000.

Councilmember Albers clarified that if the City adds \$1.90 on top of the existing \$2.40, the loan would pay off in 10 years. If \$3.15 is added on top of the \$2.40, then the loan would pay off in 6 years. Young clarified that by going with Option 3 (\$9.10/mcf) half of the residents would see an increase of \$15 with the middle quadrants seeing an increase of \$6.09 to \$19.95 over last month's bill. Albers asked Young what the residents would see using option 3a or 2a and Young stated they would see a decrease in their bill from last month. Albers commented that since we billed at \$7.77 last month, billing at \$9.10 would fall in line. Young stated that her recommendation was Option 3 (\$13.65). Kampling clarified that Option 3 was not utilizing reserve funds to pay the invoice. Young clarified that the options were not setting the billing rate for 10 years, but the rate would drop back down next month based on gas prices plus whatever Council determined the additional market rate adjustment at.

Councilmember Albers felt that the City should keep the billing rate at \$9.10 and utilize reserves in Option 3a. Mayor Mize stated that he felt Option 3 with the billing rate at \$13.65 was the best option. Albers felt it was best to use the City's reserves to get the billing rate to \$9.10. Gile felt that residents were expecting a higher bill. Mayor stated that looking at it from a standpoint that everyone is already thinking that they are getting an unbelievable bill this month, if the higher billing rate was used now it would put us in a better position and would be one higher bill and then a smaller adjustment overtime. Albers thought that by utilizing reserve funds, it would soften the blow to residents and the City could replenish the reserves later.

Administrator Young asked Attorney Austin Parker for any comments. Parker stated that he had been listening and hated the fact that we are having to deal with this issue, but legally the City is passing on something we have to pass on and are complying with the laws in doing so. He felt that any of the proposed options would be legally defensible, but in reality, nothing is ideal.

Mayor Mize reiterated that this is a one-time charge then next month the \$3.15 amortization to the normal billing rate could be added. Albers questioned if it would be better to charge \$13.65 for one month versus using the \$9.10 rate and as the gas prices drop maintain the spread higher. Such as analyze the gas price on a regular basis to keep the billing more level and set a minimum rate at, say \$8/month. That way if the price of gas drops to say \$1.50 then the City would be able to make more of a spread than a flat \$3.15 to repay the loan. Albers stated he was just trying to think of a way to keep the rate consistent. Ewy stated he felt gas was going to become regulated and didn't see the price of gas dropping to all-time lows.

Councilmember Graf stated that if we're looking to keep things the same, then Option 1 would be best if you consider the cost of gas and then adding on the additional \$3.15/mcf. Williams responded stating that Option 1 did not generate any revenue for the loan payment. Graf suggest billing at the \$10.50 rate this month and then do the level rate thereafter. Albers stated that he thought we needed to get back to a somewhat normal rate and he was still in favor of 3a and utilizing reserve funds and billing at a rate of \$9.10. Graf asked if Option 3a generated money for the loan payment. Young stated that it did. Kampling and Albers discussed the differences between Option 3 and 3a. Young mentioned that the City needed to think about the resources that are available

right now for higher bills to residents, where if a higher amount is billed out later, that financial help may not be available to residents. Albers thought with Option 3a, the City could pay off the loan in 3 years.

Kamplung asked Young which option she felt was best. Young stated that she felt that Option 3 was the best option as it was important to bill at a slightly higher rate while it was still fresh on people's minds. Mayor Mize agreed with Option 3. Albers stated he was still in favor of option 3a, as he felt it gave a better rate for the residents and kept it in line with last month's billing.

Kamplung said maybe the full amount should be billed out and Albers thought that would create a nightmare. Graf asked when the loan payment was due. Young calculated the semi-annual payment to be due in September, but some cities think it is due in July. It was discussed that other cities were billing out the full amount and setting up payment plans.

Young stated that this month they could charge double the billing rate of last month's \$7.77 because customers' usage was down about half of what it was the prior month and they would not see much of an increase in their bill.

Mayor Mize stated it was time to make a decision and asked if anyone wanted to present a motion. Albers stated that he would, but felt he was a minority. Kamplung stated that he liked option 3a, utilizing the reserve funds. Albers agreed that the City needed to use the reserve funds. Graf felt that maybe we would need to use the reserve funds to help make the bi-annual payment instead. Albers thought that the City would be able to generate enough funds by then.

Motion: Councilmember Albers moved to approve Billing Rate Option 3a (\$9.10/mcf).

Councilmember Kamplung seconded the motion.

Voting Yea: Councilmember Kamplung, Councilmember Albers, Councilmember Graf, Councilmember Williams.

Voting No: Councilmember Gile

Mayor Mize then asked about the \$3.15 market adjustment. All Councilmembers agreed to the Market Adjustment rate. Mayor Mize thought if we could pay the loan off sooner, then we would all be happier. Albers agreed and stated that the sooner we pay it off, the sooner we will be able to lose the additional \$3.15 and go back to just our cost of \$2.40. Administrator Young clarified that we are going with the billing rate of \$9.10 and the ongoing market adjustment of \$3.15/mcf.

Albers then brought back up the lack of communication from KMGGA being of concern. Administrator Young informed the Council that she sends them all the communication that she receives from KMGGA regarding the issue. Albers thought KMGGA needed to do a better job of keeping the cities in the loop. Kamplung asked if all cities could go together to file a consumer protection lawsuit to get something done. Councilmember Williams stated that he had spoke to Attorney General Schmidt's office and their office thought litigation would be going on 3 months from now. Young reviewed the options that KMGGA had looked at before sending out the full invoice to the City. Kamplung asked what would happen if the City only paid half of the invoice. Young explained that KMGGA is only a pass through and if we didn't pay KMGGA, the gas supplier would come directly to the City and it would be hard to switch gas suppliers with an outstanding invoice with another supplier.

ADJOURN

Motion to adjourn at 6:25 pm.

Motion made by Councilmember Albers, Seconded by Councilmember Williams.

Voting Yea: Councilmember Kamplung, Councilmember Albers, Councilmember Gile, Councilmember Graf, Councilmember Williams



Philip Mize, Mayor

Attest:

Danielle Young, City Clerk

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Fund: 010 GENERAL OPERATING							
Dept: 001.000 GENERAL							
010-001.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	1,212.78
							1,212.78
010-001.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		APRIL INSURANCE	0	03/30/2021	03/30/2021	15.29
							15.29
010-001.000-718.000	OFFICE SUPPLI QUILL CORPORATION/// QUILL CORPORATION///		OFFICE SUPPLIES OFFICE SUPPLIES	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	13.19 311.98
							325.17
010-001.000-732.000	DUES AND TRA CCMFOA OF KANSAS SAM'S CLUB MASTERCARD		DANIELLE/MARY/ANGIE MONTHLY STATEMENT	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	150.00 13.98
							163.98
010-001.000-735.100	TELEPHONE VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	41.55
							41.55
010-001.000-735.200	ELECTRIC SERV EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	231.71
							231.71
010-001.000-737.000	OTHER CONTR EMPAC INC SMITH/WINDOW//		QUARTERLY STATEMENT CITY HALL WINDOWS	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	50.00 30.00
							80.00
010-001.000-737.100	POSTAGE PETTY CASH FUND///		MISCELLANEOUS POSTAGE ETC	0	03/30/2021	03/30/2021	78.00
							78.00
						Total Dept. GENERAL:	2,148.48
Dept: 002.000 POLICE							
010-002.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	5,412.02
							5,412.02
010-002.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		APRIL INSURANCE	0	03/30/2021	03/30/2021	25.14
							25.14
010-002.000-718.000	OFFICE SUPPLI LYNN PEAVEY COMPANY QUILL CORPORATION/// QUILL CORPORATION///		POLICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0 0 0	03/30/2021 03/30/2021 03/30/2021	03/30/2021 03/30/2021 03/30/2021	53.00 202.99 142.99
							398.98
010-002.000-719.000	GAS & OIL NBC3 LLC		CAR WASHES FOR POLICE	0	03/30/2021	03/30/2021	255.00
							255.00
010-002.000-722.000	SMALL TOOLS & LYNN PEAVEY COMPANY		POLICE TOOLS	0	03/30/2021	03/30/2021	82.00
							82.00
010-002.000-730.000	PROFESSIONAL SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	

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							190.00
010-002.000-735.100	TELEPHONE VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	93.10
							93.10
010-002.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	36.52
							36.52
010-002.000-737.000	OTHER CONTR\						
	EMPAC INC		QUARTERLY STATEMENT	0	03/30/2021	03/30/2021	50.00
	LEXIPOL		POLICE SUPPLIES	0	03/30/2021	03/30/2021	1,962.50
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	80.02
							2,092.52
						Total Dept. POLICE:	8,585.28
Dept: 002.100 MUNICIPAL COURT							
010-002.100-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	151.01
							151.01
010-002.100-733.000	TRAVEL EXPEN SO CENTRAL KS COURT SERVI		TRAVEL EXPENSE FOR CHRIS	0	03/30/2021	03/30/2021	44.80
							44.80
010-002.100-737.100	POSTAGE PETTY CASH FUND///		MISCELLANEOUS POSTAGE ETC	0	03/30/2021	03/30/2021	1.80
							1.80
						Total Dept. MUNICIPAL COURT:	197.61
Dept: 003.000 FIRE							
010-003.000-726.000	OTHER COMMC CHENEY PHARMACY///		EMS SUPPLIES	0	03/30/2021	03/30/2021	56.32
							56.32
010-003.000-735.100	TELEPHONE AT&T #3///		FIRE/SHOP PHONES	0	03/30/2021	03/30/2021	178.46
							178.46
010-003.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	147.51
							147.51
010-003.000-737.000	OTHER CONTR\						
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	80.02
							80.02
010-003.000-737.100	POSTAGE PETTY CASH FUND///		MISCELLANEOUS POSTAGE ETC	0	03/30/2021	03/30/2021	25.00
							25.00
010-003.000-739.000	EQUIPMENT PA EMERGENCY APPARATUS MAIN		FIRE DEPT PARTS	0	03/30/2021	03/30/2021	170.00
							170.00
						Total Dept. FIRE:	657.31
Dept: 004.000 PARKS & POOLS							
010-004.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	

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010-004.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	67.49
							67.49
						Total Dept. PARKS & POOLS:	169.74
Dept: 005.000 STREET LIGHT							
010-005.000-735.000	PUBLIC UTILITY						
	EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	294.96
							294.96
						Total Dept. STREET LIGHT:	294.96
Dept: 006.000 STREET MAINT.							
010-006.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	1,076.76
							1,076.76
010-006.000-725.000	ROAD MATERIA						
	WILLIAMS DIVERSIFIED MATER		ROAD MATERIALS	0	03/30/2021	03/30/2021	17,431.00
							17,431.00
010-006.000-739.000	EQUIPMENT PA						
	INTRUST CARD CENTER		SHOP PARTS	0	03/30/2021	03/30/2021	12.72
	WHITE STAR MACHINERY & SU		SHOP PARTS	0	03/30/2021	03/30/2021	459.13
							471.85
010-006.000-760.000	MACHINERY AN						
	MAXIMUM OUTDOOR EQUIPME		SHOP EQUIPMENT	0	03/30/2021	03/30/2021	118.67
							118.67
						Total Dept. STREET MAINT.:	19,098.28
Dept: 008.000 SENIOR CITIZENS							
010-008.000-726.000	OTHER COMMC						
	LOWE'S COMPANIES		SHOP PARTS/SR CENTER PARTS	0	03/30/2021	03/30/2021	30.80
							30.80
010-008.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	46.76
							46.76
						Total Dept. SENIOR CITIZENS:	77.56
Dept: 012.000 GOLF COURSE							
010-012.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	1,986.14
							1,986.14
010-012.000-714.100	LIFE INSURANC						
	KCL GROUP BENEFITS		APRIL INSURANCE	0	03/30/2021	03/30/2021	12.57
							12.57
010-012.000-726.000	OTHER COMMC						
	CHERRY OAKS GOLF COURSE		GOLF COURSE BUSINESS CHECK	0	03/30/2021	03/30/2021	139.35
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	126.80
							266.15
010-012.000-730.000	PROFESSIONAL						
	SCHUELLER/IRVIN//		GOLF LESSONS	0	03/30/2021	03/30/2021	40.00
							40.00
010-012.000-733.000	TRAVEL EXPEN						
	FOWLER/KEVIN//		TRAVEL EXPENSES FOR KEVIN	0	03/30/2021	03/30/2021	

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							30.24
010-012.000-735.100	TELEPHONE VERIZON WIRELESS MESSAGING		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	41.55
							41.55
010-012.000-735.200	ELECTRIC SERVICE EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	1,697.41
							1,697.41
010-012.000-736.000	BUILDING/GOLF COURSE EASY PICKER GOLF PRODUCTS FISHER LUMBER COMPANY INC SAM'S CLUB MASTERCARD		GOLF COURSE MAINTENANCE GOLF COURSE GROUNDS MONTHLY STATEMENT	0 0 0	03/30/2021 03/30/2021 03/30/2021	03/30/2021 03/30/2021 03/30/2021	281.62 446.40 549.50
							1,277.52
010-012.000-736.110	GOLF COURSE MIDWEST TURF WINFIELD SOLUTIONS LLC WINFIELD SOLUTIONS LLC		GOLF COURSE CHEMICALS GOLF COURSE CHEMICALS GOLF COURSE CHEMICALS	0 0 0	03/30/2021 03/30/2021 03/30/2021	03/30/2021 03/30/2021 03/30/2021	2,290.00 1,094.40 3,360.00
							6,744.40
010-012.000-736.200	FOOD & BEVERAGE CHERRY OAKS GOLF COURSE PEPSI-COLA SAM'S CLUB MASTERCARD		GOLF COURSE FOOD PRODUCTS GOLF COURSE BEVERAGES MONTHLY STATEMENT	0 0 0	03/30/2021 03/30/2021 03/30/2021	03/30/2021 03/30/2021 03/30/2021	219.00 201.96 86.90
							507.86
010-012.000-736.310	MERCHANDISE TITLEIST		GOLF COURSE MERCHANDISE	0	03/30/2021	03/30/2021	110.76
							110.76
010-012.000-736.320	MERCHANDISE DAPHNE'S HEADCOVERS TEXOMA GOLF, INC.		GOLF MERCHANDISE GOLF COURSE MERCHANDISE	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	23.96 204.62
							228.58
010-012.000-736.400	BEER PURCHASE CHERRY OAKS GOLF COURSE CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS GOLF COURSE BEER PRODUCTS	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	768.50 217.10
							985.60
010-012.000-737.000	OTHER CONTRIBUTION EMPAC INC		QUARTERLY STATEMENT	0	03/30/2021	03/30/2021	50.00
							50.00
010-012.000-739.000	EQUIPMENT PARTS KANSAS GOLF AND TURF, INC. PROFESSIONAL TURF PRODUCTS		GOLF COURSE PARTS GOLF COURSE PARTS	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	2,746.07 485.54
							3,231.61
							Total Dept. GOLF COURSE: 17,210.39
							Fund GENERAL OPERATING: 48,439.61
Fund: 030 SEWER							
Dept: 000.000							
030-000.000-714.000	HOSPITALIZATION BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	2,334.79
							2,334.79
030-000.000-714.100	LIFE INSURANCE KCL GROUP BENEFITS		APRIL INSURANCE	0	03/30/2021	03/30/2021	6.99
							20
							6.99

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030-000.000-732.000	DUES AND TRA KS DEPT OF HEALTH & ENVIRO		WATER & SEWER CERTIFICATES	0	03/30/2021	03/30/2021	20.00
							20.00
030-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		INSURANCE	0	03/30/2021	03/30/2021	14.35
							14.35
030-000.000-735.100	TELEPHONE AT&T #3/// VERIZON WIRELESS MESSAGIN		FIRE/SHOP PHONES MONTHLY STATEMENT	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	178.46 8.60
							187.06
030-000.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	246.41
							246.41
030-000.000-737.000	OTHER CONTR\N EMPAC INC VERIZON WIRELESS MESSAGIN		QUARTERLY STATEMENT MONTHLY STATEMENT	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	50.00 8.55
							58.55
030-000.000-737.100	POSTAGE PETTY CASH FUND///		MISCELLANEOUS POSTAGE ETC	0	03/30/2021	03/30/2021	25.00
							25.00
030-000.000-739.000	EQUIPMENT PA CHENEY ELECTRIC SERV., INC. INTRUST CARD CENTER LOWE'S COMPANIES WHITE STAR MACHINERY & SU		SEWER DEPT PARTS SHOP PARTS SHOP PARTS/SR CENTER PARTS SHOP PARTS	0 0 0 0	03/30/2021 03/30/2021 03/30/2021 03/30/2021	03/30/2021 03/30/2021 03/30/2021 03/30/2021	7.50 12.75 16.32 91.62
							128.19
030-000.000-760.000	MACHINERY AN MAXIMUM OUTDOOR EQUIPME		SHOP EQUIPMENT	0	03/30/2021	03/30/2021	118.66
							118.66
							Total Dept. 000000: 3,140.00
							Total Fund SEWER: 3,140.00

Fund: 050 WATER

Dept: 000.000

050-000.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	1,709.89
							1,709.89
050-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		APRIL INSURANCE	0	03/30/2021	03/30/2021	6.98
							6.98
050-000.000-732.000	DUES AND TRA KS DEPT OF HEALTH & ENVIRO		WATER & SEWER CERTIFICATES	0	03/30/2021	03/30/2021	20.00
							20.00
050-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		INSURANCE	0	03/30/2021	03/30/2021	14.33
							14.33
050-000.000-735.100	TELEPHONE AT&T #3/// VERIZON WIRELESS MESSAGIN		FIRE/SHOP PHONES MONTHLY STATEMENT	0 0	03/30/2021 03/30/2021	03/30/2021 03/30/2021	178.46 8.60
							187.06

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050-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	303.48
							303.48
050-000.000-737.000	OTHER CONTR\						
	DPC ENTERPRISES, L. P.		MONTHLY RENTAL	0	03/30/2021	03/30/2021	10.00
	EMPAC INC		QUARTERLY STATEMENT	0	03/30/2021	03/30/2021	50.00
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	8.60
							68.60
050-000.000-737.100	POSTAGE						
	PETTY CASH FUND///		MISCELLANEOUS POSTAGE ETC	0	03/30/2021	03/30/2021	55.00
							55.00
050-000.000-739.000	EQUIPMENT PA						
	GRAINGER, INC./W.W./I		WATER DEPT PARTS	0	03/30/2021	03/30/2021	88.90
	INTRUST CARD CENTER		SHOP PARTS	0	03/30/2021	03/30/2021	12.75
	KIMBALL MIDWEST		WATER DEPT PARTS	0	03/30/2021	03/30/2021	52.50
	LOWE'S COMPANIES		SHOP PARTS/SR CENTER PARTS	0	03/30/2021	03/30/2021	16.34
	WHITE STAR MACHINERY & SU		SHOP PARTS	0	03/30/2021	03/30/2021	91.63
							262.12
050-000.000-740.000	LINE MAINTENA						
	SALINA SUPPLY COMPANY///		WATER DEPT EQUIPMENT	0	03/30/2021	03/30/2021	985.26
							985.26
050-000.000-760.000	MACHINERY AN						
	MAXIMUM OUTDOOR EQUIPME		SHOP EQUIPMENT	0	03/30/2021	03/30/2021	118.67
							118.67
							Total Dept. 000000: 3,731.39
							Total Fund WATER: 3,731.39
Fund: 060 GAS							
Dept: 000.000							
060-000.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	2,461.41
							2,461.41
060-000.000-714.100	LIFE INSURANC						
	KCL GROUP BENEFITS		APRIL INSURANCE	0	03/30/2021	03/30/2021	6.98
							6.98
060-000.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		INSURANCE	0	03/30/2021	03/30/2021	14.33
							14.33
060-000.000-735.100	TELEPHONE						
	AT&T #3///		FIRE/SHOP PHONES	0	03/30/2021	03/30/2021	178.46
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	8.60
							187.06
060-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	309.90
							309.90
060-000.000-737.000	OTHER CONTR\						
	EMPAC INC		QUARTERLY STATEMENT	0	03/30/2021	03/30/2021	50.00
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	8.60
							58.60
060-000.000-737.100	POSTAGE						
	PETTY CASH FUND///		MISCELLANEOUS POSTAGE ETC	0	03/30/2021	03/30/2021	28.00

INVOICE APPROVAL LIST BY FUND REPORT

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City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							25.00
060-000.000-738.000	ADVERTISING TIMES SENTINEL		GAS DEPT ADVERTISING	0	03/30/2021	03/30/2021	274.50
							274.50
060-000.000-739.000	EQUIPMENT PA INTRUST CARD CENTER		SHOP PARTS	0	03/30/2021	03/30/2021	12.75
	LOWE'S COMPANIES		SHOP PARTS/SR CENTER PARTS	0	03/30/2021	03/30/2021	16.34
	WHITE STAR MACHINERY & SU		SHOP PARTS	0	03/30/2021	03/30/2021	91.63
							120.72
060-000.000-740.000	LINE MAINTENA D.C. & B. SUPPLY, INC.		GAS DEPT PARTS	0	03/30/2021	03/30/2021	1,574.98
							1,574.98
060-000.000-760.000	MACHINERY AN MAXIMUM OUTDOOR EQUIPME		SHOP EQUIPMENT	0	03/30/2021	03/30/2021	118.67
							118.67
						Total Dept. 000000:	5,152.15
						Total Fund GAS:	5,152.15
Fund: 080 METER DEPOSITS							
Dept: 000.000							
080-000.000-800.000	GAS DEPOSIT F DAILEY/ANNA//		DEPOSIT REIMBURSEMENT	0	03/30/2021	03/30/2021	35.28
	HANCOCK/ALYSSA//		DEPOSIT REIMBURSEMENT	0	03/30/2021	03/30/2021	140.46
	PETTY CASH FUND///		MISCELLANEOUS POSTAGE ETC	0	03/30/2021	03/30/2021	3.30
							179.04
						Total Dept. 000000:	179.04
						Total Fund METER DEPOSITS:	179.04
Fund: 096 LIBRARY OPERATING FUNI							
Dept: 000.000							
096-000.000-718.000	OFFICE SUPPLI ROBERTS HUTCH-LINE		LIBRARY OFFICE SUPPLIES	0	03/30/2021	03/30/2021	32.16
							32.16
096-000.000-723.000	BOOKS BAKER & TAYLOR BOOKS		LIBRARY BOOKS	0	03/30/2021	03/30/2021	397.73
							397.73
096-000.000-735.200	ELECTRIC SER) EVERGY		MONTHLY STATEMENT	0	03/30/2021	03/30/2021	128.03
							128.03
096-000.000-737.000	OTHER CONTR) CHENEY LIBRARY///		MISC LIBRARY PETTY CASH	0	03/30/2021	03/30/2021	51.00
							51.00
096-000.000-737.100	POSTAGE CHENEY LIBRARY///		MISC LIBRARY PETTY CASH	0	03/30/2021	03/30/2021	36.71
							36.71
						Total Dept. 000000:	645.63
						LIBRARY OPERATING FUND:	645.63

Fund: 111 PAYROLL CLEARING FUND
Dept: 000.000

INVOICE APPROVAL LIST BY FUND REPORT

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City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
111-000.000-224.000	DENTAL BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	911.12
							911.12
111-000.000-228.000	miscellaneous 4 BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	1,831.61
							1,831.61
							Total Dept. 000000: 2,742.73
							AYROLL CLEARING FUND: 2,742.73
Fund: 117 CAPITAL EQUIPMENT - POL							
Dept: 000.000							
117-000.000-760.000	MACHINERY AN CITY OF BEL AIRE		POLICE RADIOS	0	03/30/2021	03/30/2021	300.00
	LEXIPOL		POLICE SUPPLIES	0	03/30/2021	03/30/2021	1,962.50
							2,262.50
							Total Dept. 000000: 2,262.50
							CAPITAL EQUIPMENT - POLICE: 2,262.50
Fund: 140 AGENCY							
Dept: 000.000							
140-000.000-491.000	Income from Oth BLUE CROSS BLUE SHIELD OF		APRIL STATEMENT	0	03/30/2021	03/30/2021	79.78
							79.78
140-000.000-726.000	OTHER COMMC CITY OF BEL AIRE		POLICE RADIOS	0	03/30/2021	03/30/2021	300.00
							300.00
140-000.000-780.000	RESTITUTION D DOLLAR GENERAL		RESTITUTION KATHY SHUMARD	0	03/30/2021	03/30/2021	250.00
							250.00
							Total Dept. 000000: 629.78
							Total Fund AGENCY: 629.78
							Grand Total: 66,922.83

City of Cheney

Pool Fees

2021

Admission:	\$3.00 per person
Punch Cards	\$45.00 first/\$40.00 thereafter 20
Swims	\$25.00 for 10 swims
Family Pass	\$135.00/Family of 4 \$20.00 for each additional person
Pool Parties:	\$90.00 for 2 hours, minimum 2
hours	\$40.00 per hour after 2 hours Fee based on 50 people or less \$1 per person above 50 1 hour down payment required
Swim Lessons:	\$30.00 - 10 people
minimum	45 minutes lessons 1 week in duration
Hours:	Monday - Sunday 1:00 pm - 6:00 pm

15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Cheney Police Department Officer Martinez 131 N. Main St. Cheney, KS 67025

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
CHEKS0	BC	FEDERAL EXPRESS	Net 30	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
1		EVO-HD Kit	\$4795.00	\$383.60	\$383.60	\$4,411.40
1		FVHD Body Camera Kit	\$595.00	\$595.00	\$595.00	\$0.00
1		Mini Cloud Dock	\$399.00	\$31.92	\$31.92	\$367.08
1		Annual Cloud License for EVO	\$468.00	\$0.00		\$468.00
1		Annual Cloud License for Body Camera	\$168.00	\$0.00		\$168.00
1		Annual Cloud License for Mini Cloud Dock	\$96.00	\$0.00		\$96.00
1		Annual User License	\$96.00	\$0.00		\$96.00
3		Activation Fees	\$30.00	\$0.00		\$90.00

Notes:

*****NPP.Gov Pricing Applied*****

3-Year Advanced Exchange Warranty on EVO & Body Camera
1-Year Advanced Exchange Warranty on Mini Docking Station

Activation Includes:

- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- **Product Support for Life of Product**

Cloud Cost Breakdown:

EVOs: \$39/Device/Month= \$468.00/Device/Year
 Body Cams: \$14/Device/Month= \$168.00/Device/Year
 Users: \$8/User or Admin/Month=\$96.00/User/Year
 Mini Dock: \$8/Dock/Month=\$96.00/Mini Dock/Year

Basic 5 Year Cloud 90-Day Retention Plan:

- 90 Days Unlimited Storage
- Additional storage purchased in increments of 100GB for \$63 per year.
- **Full Software Access & Redaction**
- **Full Access to Share Portal**
- **Full Access to Prosecution Portal**
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- **Case Management & GPS Mapping**

Total Discount	\$1,010.52
Subtotal	\$5,696.48
Misc	
Tax	\$0.00
Freight	\$40.00
Total	\$5,736.48

Annual Cloud Cost Breakdown:

(1st Year Includes Hardware, Licenses, and Freight)

1st Year=\$ 5,736.48

2nd Year=\$ 828.00

3rd Year=\$ 828.00

4th Year=\$ 828.00

5th Year=\$ 828.00

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Item 3)

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY,

"DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in

shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are

solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the

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Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

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Item 3)

Superior Emergency Response Vehicles

P.O. Box 965
 12548 SW Highway 54
 Andover, KS. 67002

Item 3)

Estimate

Date	Estimate #
3/23/2021	2272

Customer Name
City of Cheney Police Department 131 N. Main Cheney, KS. 67025



Emergency Response Vehicles

www.SERVLLC.com 316-733-2223 Email:andy@servllc.com

Description	Qty	Rate	Total
2020 TAHOE PPV Install Digital Ally EVO Camera System	1	450.00	450.00
Pricing for equipment and labor are good for 30 days. Equipment and parts installed carry a warranty as specified by the manufacturer. Repairs or replacement of equipment items during the warranty period may be subject to a labor charge if the failure is not due to improper installation. Installation and upfitting workmanship performed by SERV are warranted for the service life of the vehicle within your organization. Modifications or equipment failures by others may void this warranty. Used parts and equipment do not carry a warranty.			Sales Tax (0.0%) \$0.00
Total			\$450.00

Thank you for considering SERV!

CHENEY POLICE DEPARTMENT

March 2021

MONTHLY REPORT

CALLS FOR POLICE SERVICE HANDLED:

TOTAL- 374/12.1 calls per day Previous Month- 257

VEHICLE ACCIDENTS INVESTIGATED:

Non injury- 5

Injury- 0

TOTAL- 5

TRAFFIC INVESTIGATIONS:

DUI & Other- 1

TOTAL- 1

WARNINGS ISSUED:

Speeding- 9

Illegal Registration Display- 1

Defective Equipment- 14

Illegal Parking- 3

Drove Left of Center- 1

Disobey Stop Sign- 3

Fail to Signal- 1

Headlamps Required- 2

Minimum Speed- 1

Illegal Passing- 1

TOTAL- 36

NOTICE TO APPEARS ISSUED:

Expired Vehicle Registration- 3

Illegal Vehicle Registration- 1

Dog at Large- 1

Blight- 1

DUI- 1

Driving While Suspended- 1

Pedestrian Under the Influence- 1

Driving in Violation of Restrictions- 1

Allowing Unauthorized Driver- 1

Expired Driver's License- 1

MIP Tobacco- 1

No Insurance- 2

Junk Vehicle Violation- 2

TOTAL- 17

CRIMINAL CASES INVESTIGATED

Warrant Arrest- 1

MIP Tobacco- 1

Unattended Death- 1

Theft- 4

Possession of Marijuana- 1

Fraud- 1

DUI- 1

Total- 10

CASES CLEARED- 6

PATROL CAR STATISTICS:

Unit #1-(2020 Chevy)

Beginning Odometer- 2,694

Ending Odometer- 3,091

TOTAL- 397

Unit #2- (2020 Chevy)

Beginning Odometer- 12,198

Ending Odometer- 15,372

TOTAL- 3,174

Unit #3- (2018 Ford)

Beginning Odometer- 54,899

Ending Odometer- 56,542

TOTAL- 1,643**TOTAL MILES DRIVEN- 3,571****TOTAL GALLONS OF FUEL- 553.5****AVERAGE MILES PER GALLON- 6.5**

CHENEY POLICE MONTHLY OVERVIEW**MARCH 2021****MARCH 1- FAIR BOARD MTG ATTENDED BY OFFICER ADEN****MARCH 1- OFFICER BECKER SECURITY AT BASKETBALL GAME****MARCH 2- SGT THREADGILL SECURITY AT BASKETBALL GAME****MARCH 3- CHIEF WINTER TAUGHT DARE AT MIDDLE SCHOOL****MARCH 5- PAYDAY****MARCH 10- CHIEF WINTER MTG AT KLETC****MARCH 11- CHIEF WINTER OFF, MOVING****MARCH 11- CHIEF WINTER ATTENDED CITY COUNCIL MTG****MARCH 12- CHIEF WINTER OFF, MOVING****MARCH 15 TO 19- SPRING BREAK****MARCH 17- OFFICERS PROVIDED SECURITY FOR CITY COURT****MARCH 19- PAYDAY****MARCH 20- OFFICER BECKER PROVIDED SECURITY FOR WEDDING PARTY AT WHITE BARN****MARCH 22- STUDENT FROM HS BEGAN OBSERVATION WITH RIDE ALONGS****MARCH 23- CHIEF WINTER BEGAN 41ST YEAR IN LAW ENF****MARCH 24- CHIEF WINTER TAUGHT MS DARE****MARCH 25- CHIEF WINTER KACP CHIEF'S MTG VIA ZOOM****MARCH 31- CHIEF WINTER TAUGHT MS DARE**

**CHENEY MUNICIPAL COURT
JANUARY 2021 COURT REPORT**

MUNICIPAL COURT JUDGE:	HAROLD FLAIGLE
CITY PROSECUTOR:	BRANDON RITCHA
COURT APPOINTED ATTORNEYS:	TERRY BEALL
POLICE CHIEF:	KENNETH WINTER
OFFICERS:	MARIO MARTINEZ, SGT KYLE THREADGILL, SGT MASON SCHELL, RYAN ADEN, MARTY BELL, JEFF COLE CHRIS BECKER, DAVID OHLDE, GRANT COOK MIKE SATTERLEE, DANNY MCDORMAN
COURT SERVICE OFFICER:	CHRISTOPHER DAVIS
COURT CLERK:	ANGIE GASSMANN

TOTAL NUMBER OF NEW NOTICES TO APPEAR:		16	
NUMBER OF TICKETS BY CHENEY #1	1	NUMBER OF TICKETS BY CHENEY #2	6
NUMBER OF TICKETS BY CHENEY #3	0	NUMBER OF TICKETS BY CHENEY #4	5
NUMBER OF TICKETS BY CHENEY #5	3	NUMBER OF TICKETS BY CHENEY #6	0
NUMBER OF TICKETS BY CHENEY #7	0	NUMBER OF TICKETS BY CHENEY #8	0
NUMBER OF TICKETS BY CHENEY #9	0	NUMBER OF TICKETS BY CHENEY #10	0
NUMBER OF TICKETS BY CHENEY #11	0	NUMBER OF TICKETS BY CHENEY #12	0
NUMBER OF ARRAIGNMENTS ON DOCKET:	17	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	24
CONTINUED	5	CONTINUED	12
DISMISSED	6	SENTENCED	2
PAID	5	DISMISSED	0
FAIL TO APPEAR	1	PAID OR PMT MADE	9
WARRANT ISSUED	3	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	0	WARRANT ISSUED	1
SENTENCED	2	SET FOR TRIAL	0
		SENT FOR COLLECITON	0
NUMBER OF TRIALS			0
NUMBER OF PSI/PDS'S ORDERED			0
MONEY PAID TO CSO FOR PSI, UA'S			\$0.00
AMOUNT OF FINES SET COURT NIGHT			\$1,355.00
AMOUNT OF FINES COLLECTED FOR MONTH			\$2,493.00
AMOUNT OF FINES OUTSTANDING CURRENTLY			\$10,231.13
AMOUNT IN COLLECTIONS			\$19,777.72
COURT APPOINTED ATTORNEY FEES			\$200.00
INTERLINGUAL SERVICES			\$0.00

**CHENEY MUNICIPAL COURT
FEBRUARY 2021 COURT REPORT**

MUNICIPAL COURT JUDGE:	HAROLD FLAIGLE
CITY PROSECUTOR:	BRANDON RITCHA
COURT APPOINTED ATTORNEYS:	TERRY BEALL
POLICE CHIEF:	KENNETH WINTER
OFFICERS:	MARIO MARTINEZ, SGT KYLE THREADGILL, SGT MASON SCHELL, RYAN ADEN, MARTY BELL, JEFF COLE CHRIS BECKER, DAVID OHLDE, GRANT COOK MIKE SATTERLEE, DANNY MCDORMAN
COURT SERVICE OFFICER:	CHRISTOPHER DAVIS
COURT CLERK:	ANGIE GASSMANN

TOTAL NUMBER OF NEW NOTICES TO APPEAR: 15

NUMBER OF TICKETS BY CHENEY #1	0	NUMBER OF TICKETS BY CHENEY #2	2
NUMBER OF TICKETS BY CHENEY #3	0	NUMBER OF TICKETS BY CHENEY #4	6
NUMBER OF TICKETS BY CHENEY #5	7	NUMBER OF TICKETS BY CHENEY #6	0
NUMBER OF TICKETS BY CHENEY #7	0	NUMBER OF TICKETS BY CHENEY #8	0
NUMBER OF TICKETS BY CHENEY #9	0	NUMBER OF TICKETS BY CHENEY #10	0
NUMBER OF TICKETS BY CHENEY #11	0	NUMBER OF TICKETS BY CHENEY #12	0

NUMBER OF ARRAIGNMENTS ON DOCKET:	18	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	29
CONTINUED	12	CONTINUED	20
DISMISSED	4	SENTENCED	2
PAID	3	DISMISSED	0
FAIL TO APPEAR	2	PAID OR PMT MADE	4
WARRANT ISSUED	0	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	0	WARRANT ISSUED	4
SENTENCED	0	SET FOR TRIAL	0
		SENT FOR COLLECITON	0

NUMBER OF TRIALS 0

NUMBER OF PSI/PDS'S ORDERED	0
MONEY PAID TO CSO FOR PSI, UA'S	\$0.00
AMOUNT OF FINES SET COURT NIGHT	\$300.00
AMOUNT OF FINES COLLECTED FOR MONTH	\$1,502.50
AMOUNT OF FINES OUTSTANDING CURRENTLY	\$9,241.63
AMOUNT IN COLLECTIONS	\$19,777.72
COURT APPOINTED ATTORNEY FEES	\$400.00
INTERLINGUAL SERVICES	\$0.00

**CHENEY MUNICIPAL COURT
MARCH 2021 COURT REPORT**

MUNICIPAL COURT JUDGE:	HAROLD FLAIGLE
CITY PROSECUTOR:	BRANDON RITCHA
COURT APPOINTED ATTORNEYS:	TERRY BEALL
POLICE CHIEF:	KENNETH WINTER
OFFICERS:	MARIO MARTINEZ, SGT KYLE THREADGILL, SGT MASON SCHELL, RYAN ADEN, MARTY BELL, JEFF COLE CHRIS BECKER, DAVID OHLDE, GRANT COOK MIKE SATTERLEE, DANNY MCDORMAN
COURT SERVICE OFFICER:	CHRISTOPHER DAVIS
COURT CLERK:	ANGIE GASSMANN

TOTAL NUMBER OF NEW NOTICES TO APPEAR: 12

NUMBER OF TICKETS BY CHENEY #1	0	NUMBER OF TICKETS BY CHENEY #2	1
NUMBER OF TICKETS BY CHENEY #3	0	NUMBER OF TICKETS BY CHENEY #4	1
NUMBER OF TICKETS BY CHENEY #5	7	NUMBER OF TICKETS BY CHENEY #6	0
NUMBER OF TICKETS BY CHENEY #7	0	NUMBER OF TICKETS BY CHENEY #8	0
NUMBER OF TICKETS BY CHENEY #9	3	NUMBER OF TICKETS BY CHENEY #10	0
NUMBER OF TICKETS BY CHENEY #11	0	NUMBER OF TICKETS BY CHENEY #12	0

NUMBER OF ARRAIGNMENTS ON DOCKET:	17	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	28
CONTINUED	6	CONTINUED	16
DISMISSED	6	SENTENCED	3
PAID	5	DISMISSED	6
FAIL TO APPEAR	2	PAID OR PMT MADE	4
WARRANT ISSUED	2	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	0	WARRANT ISSUED	0
SENTENCED	1	SET FOR TRIAL	1
		SENT FOR COLLECITON	0

NUMBER OF TRIALS 0

NUMBER OF PSI/PDS'S ORDERED	0
MONEY PAID TO CSO FOR PSI, UA'S	\$0.00
AMOUNT OF FINES SET COURT NIGHT	\$1,915.00
AMOUNT OF FINES COLLECTED FOR MONTH	\$4,363.00
AMOUNT OF FINES OUTSTANDING CURRENTLY	\$7,250.63
AMOUNT IN COLLECTIONS	\$19,392.72
COURT APPOINTED ATTORNEY FEES	\$0.00
INTERLINGUAL SERVICES	\$0.00

**CHENEY FIRE DEPARTMENT
MARCH 2021**

We Had 21 Fire Runs and 22 EMS Runs, Totaling 43 Runs for This Month.

Fire Runs

<u>Fire Runs</u>	<u>Type of Incident</u>
03/02/2021	LARGE WILD FIRE
03/02/2021	MUTUAL AID FOR PRETTY PRAIRIE
03/06/2021	PEDESTRIAN/VEHICLE/SUICIDE
03/06/2021	WASH DOWN ON HIGHWAY
03/07/2021	REKINDLED LARGE WILD FIRE
03/08/2021	GRASS FIRE
03/08/2021	MUTUAL AID P PRAIRIE GRASS FIRE
03/12/2021	ASSIST CITIZEN
03/13/2021	LIFT ASSIST
03/15/2021	MUTUAL AID GRASS FIRE -SEDG CO
03/16/2021	DIFFICULTY BREATHING
03/17/2021	POSSIBLE CODE BLUE ON HIGHWAY
03/20/2021	OUTSIDE FIE/CONTROLLED BURN
03/24/2021	10-48
03/28/2021	CONTROLLED BURN
03/28/2021	GRASS FIRE
03/28/2021	TREE FIRE
03/28/2021	CONTROLLED BURN OUT OF CONTROL
03/29/2021	CODE BLUE
03/29/2021	LOST JUVENILE
03/29/2021	MUTUAL AID GRASS FIRE – RENO

EMS Runs

<u>EMS Runs</u>	<u>Type of EMS</u>
03/03/2021	SICK PERSON
03/05/2021	WELFARE CHECK
03/06/2021	SEIZURE PT
03/07/2021	CODE BLACK
03/09/2021	DIABETIC PT
03/10/2021	CHEST PAINS
03/11/2021	10-48
03/11/2021	POSSIBLE STROKE
03/14/2021	SICK PERSON
03/15/2021	FALL
03/15/2021	ASSIST CITIZEN
03/16/2021	FALL
03/19/2021	WELFARE CHECK
03/24/2021	10-48
03/24/2021	DIFFICULTY BREATHING
03/27/2021	HYPERTENSION PT
03/28/2021	ASSIST CITIZEN
03/28/2021	DIFFICULTY BREATHING
03/29/2021	SICK PERSON
03/29/2021	10-48
03/30/2021	MEDICAL OVERDOSE
03/30/2021	DIFFICULTY BREATHING

2021 WATER REPORT													
MONTH	TOTAL VOLUME BILLED	TOTAL DOLLARS BILLED **	# RES. CUST.	\$ BILLED RES. CUST.	VOLUME RES. CUST.	# COMM. CUST.	\$ BILLED COMM. CUST.	VOLUME COMM. CUST.	SEWER DOLLARS BILLED	GALLONS OF WATER METERED INTO SYSTEM	UNACCOUNTED GALLONS OF WATER	PERCENT ACCOUNT WATER	METERED WATER TO DLFCOURSE
JANUARY	5,029,300	\$ 59,433.51	772	\$23,129.09	3,454,400	87	\$4,922.02	1,574,900	\$31,382.40	5,029,000	-300	0%	0
FEBRUARY	4,596,400	\$ 57,606.03	769	\$22,470.15	3,186,700	86	\$4,559.40	1,409,700	\$30,576.48	4,882,000	285,600	6%	0
MARCH	4,524,300	\$ 57,748.13	781	\$22,379.50	3,098,000	86	\$4,547.36	1,426,300	\$30,821.27	4,599,000	74,700	2%	0
APRIL	0	\$ -									0	#DIV/0!	0
MAY	0	\$ -									0	#DIV/0!	0
JUNE	0	\$ -									0	#DIV/0!	0
JULY	0	\$ -									0	#DIV/0!	0
AUGUST	0	\$ -									0	#DIV/0!	0
SEPTEMBER	0	\$ -									0	#DIV/0!	0
OCTOBER	0	\$ -									0	#DIV/0!	0
NOVEMBER	0	\$ -									0	#DIV/0!	0
DECEMBER	0	\$ -									0	#DIV/0!	0
TOTAL-AVG.	14,150,000	\$174,787.67	774.00	\$67,978.74	9,739,100	86.33	\$14,028.78	4,410,900	\$92,780.15	14,510,000	360,000	2%	0

**INC. SEWER

- January - negative unaccounted due to residential read outs after 15th well read
- February -
- March -
- April -
- May -
- June -
- July -
- August -
- September -
- October -
- November -
- December -

2021 GAS REPORT

MONTH	CITY OF CHENEY				RESIDENTIAL			COMMERCIAL			FEE				
	CITY METER READING as of 15th	CITY MCF USAGE as of 15th	LACK HILLS MCF USAGE as of 15th	BLACK HILLS DOLLARS BILLED	LACK HILL BILLING RATE	TOTAL VOLUME BILLED	TOTAL DOLLARS BILLED	# RES. CUST.	\$ BILLED RES. CUST.	VOLUME RES. CUST.	# COMM. CUST.	\$ BILLED COMM. CUST.	VOLUME COMM. CUST.	NET REVENUE	\$3.15
JAN (So.Mtr)			13908	\$ 49,404.25	\$3.5500	14,553	\$ 95,217.30	713	\$ 54,870.36	7,995	83	\$ 40,346.94	6,558	\$ 45,813.05	
FEB (So.Mtr)			19039	\$ 116,551.03	\$6.1200	18,060	\$ 149,015.14	708	\$ 84,441.15	9,920	83	\$ 64,573.99	8,140	\$ 32,464.11	
MAR (So.Mtr)			8218	\$ 29,213.57	\$3.5500	9,412	\$ 94,261.05	722	\$ 59,922.27	5,782	82	\$ 34,338.78	3,630	\$ 65,047.48	\$ 29,647.80
APR (So.Mtr)						0	\$ -							\$ -	\$ -
MAY (So.Mtr)						0	\$ -							\$ -	\$ -
JUNE (So.Mtr)						0	\$ -							\$ -	\$ -
JULY (So.Mtr)						0	\$ -							\$ -	\$ -
AUG (So.Mtr)						0	\$ -							\$ -	\$ -
SEPT (So.Mtr)						0	\$ -							\$ -	\$ -
OCT (So.Mtr)						0	\$ -							\$ -	\$ -
NOV (So.Mtr)						0	\$ -							\$ -	\$ -
DEC (So.Mtr)						0	\$ -							\$ -	\$ -
TOTAL	0	0.00	41,165	\$ 195,168.85	0.00	42,025	\$ 338,493.49	714.33	\$ 199,233.78	23,697	82.67	\$ 139,259.71	18,328	\$ 143,324.64	\$ 29,647.80

JAN 645+
 FEB 979-
 MARCH 1194+
 APRIL
 MAY
 JUNE
 JULY
 AUG
 SEPT
 OCT
 NOV
 DEC
 TOTAL

MAINTENANCE REPORT
April 2021

Sewer back up in the 400 Block of Lake Road. Apparently either a piece of the main is broken out of the top or bottom of the main.

Gas line made up for new house on East 2nd.

Picked up 25 trees from Gorges Tree Farm. 15 went to the golf course, 9 went to the City for the Ball Complex and 1 went to Mrs, Webb for winning the Natural Gas survey.

Alley behind the Senior Center was worked over.

500 tons of slurry mix was ordered & delivered.

Crack Seal material has been purchased. Should be starting that process soon.

Our well reading laptop has been having issues; not allowing us to enter readings. Possible upgrade the laptop or purchasing several tablets which would share the information to our main computer?

Possibility of opening applications for 1 or 2 Full Time Maintenance workers? Experience is preferred.

Maintenance Superintendent
Brad Ewy

2021 TRASH REPORT

	# ADDRESSES	X PICKUPS* PAID TO WC	BILLED MONTHLY	PAID WC
JAN	809	\$30.00	\$14,315.25	\$10,551.86
FEB	807	\$0.00	\$14,218.25	\$10,492.90
MARCH	806	\$60.00	\$14,215.75	\$10,517.89
APRIL	800	\$0.00	\$14,075.75	
MAY		\$0.00		
JUNE		\$0.00		
JULY		\$0.00		
AUG		\$0.00		
SEPT		\$0.00		
OCT		\$0.00		
NOV		\$0.00		
DEC		\$0.00		
TOTALS	805.5	\$90.00	\$56,825.00	\$31,562.65

*WC COLLECTS THESE FEES & ARE INCLUDED IN FINAL MONTHLY TOTAL



Golf Report April 2021

We had a really good March, despite the more than six inches of rain that fell. We hosted two successful tournaments. The course has greened up nicely!

Rounds Report

<u>Year</u>	<u>March</u>	<u>Year to Date</u>
2021	1,735	2,699
2020	1,669	2,617
2019	1,055	1,742
2018	1,472	2,504

Revenue Report

<u>Year</u>	<u>March</u>	<u>Year to Date</u>
2021	\$50,276.08	\$104,833.21
2020	\$41,775.01	\$84,610.32
2019	\$31,584.66	\$67,713.55
2018	\$32,808.87	\$70,548.05

Looking Ahead:

All leagues get going; Men's Club numbers are looking strong. Ironically, we do not have any tournaments scheduled for April. I will not be in attendance for the council meeting as I will have Men's Club duties.

Kevin Fowler

Director of Golf

Clerk Report- April 2021

PUD- The final PUD was approved for the building at 1st and Main. A 5' landscape area was added to the west and south, there will be 14 parking stalls on the south, 1 HC stall on Main Street at the corner, and 3 additional gravel parking stalls on the east side.

Grants- We received a preliminary draft of the traffic study for South Main showing the sidewalk should be on the west side of Main to the Complex. We will use this report when applying for the KDOT grant to construct the sidewalk.

K-State Fire Grant- Mary is working on applying for the K-State Forestry Fire Grant for wildland firefighting gear.

Pool- Blaire Hoeme will be returning as Pool Manager. Applications have been received for Lifeguard. We will plan to open the pool Memorial Day weekend. The committee met again on March 22nd and we are awaiting updated concept plans to be presented by the consultant.

Sewer Rates: Angie calculated the annual sewer rates based on the average water usage for January-March. The City-wide sewer average increased from \$30.26 to \$30.29.

Backflow Device Testing: Mary sent out letters to 99 property owners to have their backflow devices tested by June 30th. Property owners are required to have this testing done each year.

Natural Gas: We have heard positive comments of appreciation regarding the utility bills. It's interesting to read that a year ago, my report stated, "Demand has dipped drastically and pricing has hit a 25-year low."

MONTHLY DUTIES:

Cash receipts and journal entries were posted to general ledger for March.

Revenue and expense reports were given to each department head.

Payroll was conducted three times.

Sales tax reports were filed.

Council minutes were completed for the regular meeting and special meeting.

103 past due notices were mailed in the amount of \$19,474.24 (184 past due notices in 2014, 162 notices in 2015, 167 past due in 2016, 138 past due in 2017, 131 in 2018, 133 in 2019, 127 in 2020.)

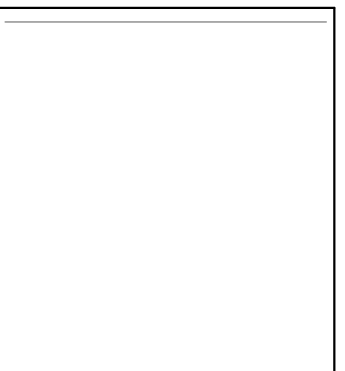
QUARTERLY REPORTS:

Fire Payroll was conducted.

Quarterly unemployment report was completed.

Quarterly 941 Reports were submitted.

Petty cash accounts were reconciled.



REVISIONS		
NO.	DATE	DWN

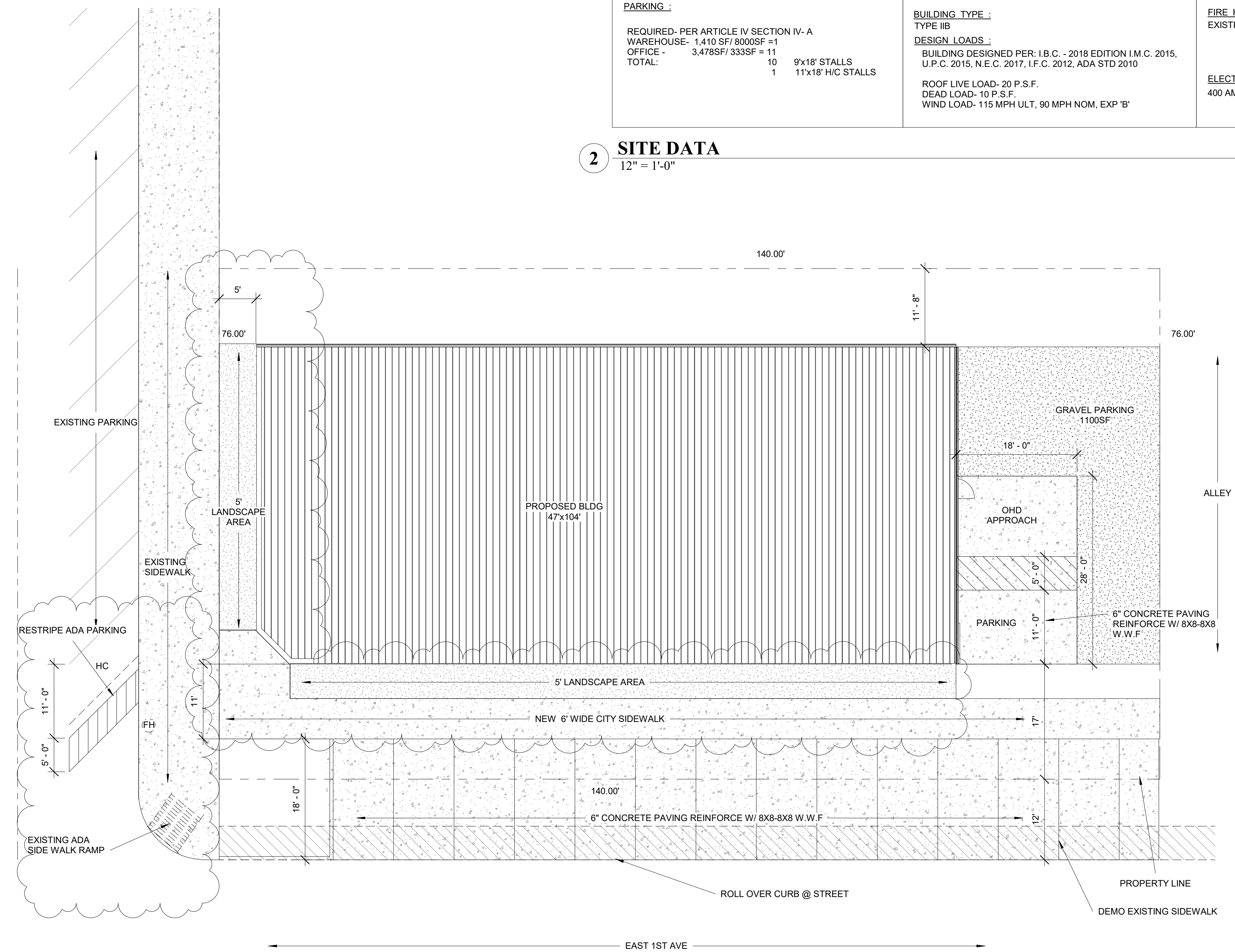
DATE: 2/23/21
 DR. BY: JMC
 CK. BY: --

PROJECT NO.
 21-102

SHEET
SA1.1

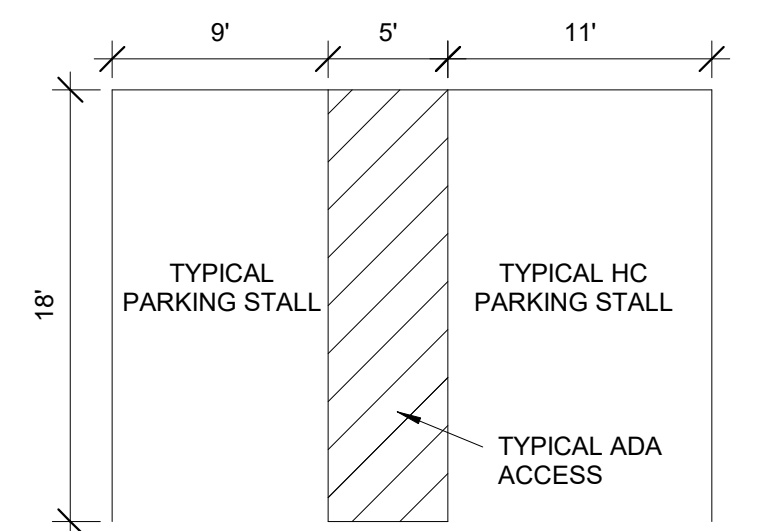
DATA BLOCK		
SITE	BUILDING	MECHANICAL
<p>LEGAL DESCRIPTION : LOTS 13-14 BLOCK 13 CITY OF CHENEY</p> <p>PARCEL SIZE - 14,117 S.F. .32 ACRES</p> <p>ZONING : LI LIMITED INDUSTRIAL</p> <p>PARKING : REQUIRED- PER ARTICLE IV SECTION IV- A WAREHOUSE- 1,410 SF/ 8000SF =1 OFFICE - 3,478SF/ 333SF = 11 TOTAL: 10 9x18' STALLS 1 11x18' H/C STALLS</p>	<p>FLOOR AREA : ALLOWED ACTUAL</p> <p>NEW OFFICE: UNL 3,478 SF NEW STORAGE: UNL 1,410 SF TOTAL: UNL 4,888 SF</p> <p>OCCUPANCY : B, S2</p> <p>BUILDING TYPE : TYPE IIB</p> <p>DESIGN LOADS : BUILDING DESIGNED PER: I.B.C. - 2018 EDITION I.M.C. 2015, U.P.C. 2015, N.E.C. 2017, I.F.C. 2012, ADA STD 2010</p> <p>ROOF LIVE LOAD- 20 P.S.F. DEAD LOAD- 10 P.S.F. WIND LOAD- 115 MPH ULT, 90 MPH NOM, EXP 'B'</p>	<p>PLUMBING : NEW XX" GAS SERVICE LINE NEW 1 1/4" WATER SERVICE LINE NEW 4" SANITARY SEWER SERVICE LINE</p> <p>AUTOMATIC FIRE SPRINKLER : N/A</p> <p>FIRE HYDRANT : EXISTING- WEST SIDE OF MAIN & 1ST STREET</p> <p>ELECTRICAL : 400 AMP, 277/480 VOLT SERVICE</p>

2 SITE DATA
 1/2" = 1'-0"

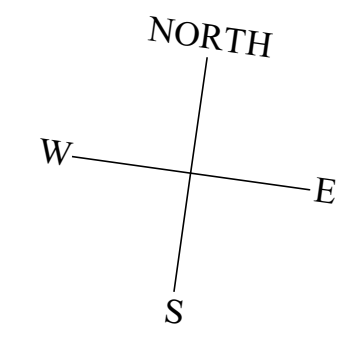


1 Site
 1" = 10'-0"

3 TYP. PARKING STALLS
 1/8" = 1'-0"



4 ADA PARKING SIGN
 1 1/2" = 1'-0"



REVISIONS		
NO.	DATE	DWN

DATE: 03/26/21
DR. BY: Author
CK. BY: Checker

PROJECT NO.
21-102

SHEET
SG1.1

1 SITE GRADING
1" = 10'-0"

