USD 261
HAYSVILLE SCHOOLS

Memo

TO: Haysville Board of Education

FR: Dr. Clint Schutte, Associate Superintendent of Finance

DA: May 17, 2021

RE: KJUMP Gas Bills

History / Relevance: In February 2021, Kansas experience extremely low temperatures for roughly five days. This weather anomaly caused a shortage of natural gas, and as such, prices skyrocketed. Haysville USD 261 received two bills: Symmetry (KJUMP) for $113,991.79 and one from Black Hills Energy for $137,176.76. (see attached bills) In consultation with the Governor's office and KASB, we are advised to join other districts in legal action to fight these bills. The recommendation is to pay the statutory maximum of $4.57 per MMbtu and participate in the legal action represented by Smithyman & Zackoura through KASB.

What: We ask for a resolution authorizing Haysville USD 261 to participate in the legal action represented by Smithyman & Zackoura through KASB. (See the attached engagement letter)

Why: The cost associated with these bills is out of line with Kansas Statute and takes unfair advantage of public entities.

Where: KJUMP and BlackHills Energy bills associated with

When: Starting May 11, 2021

How: Haysville USD will work with Smithyman & Zackoura to negotiate legal and reasonable costs associated with the weather incident.

Who: Associate Superintendent of Finance, Superintendent of Schools

How Much: $1,400

Black Hills Energy
Improving life with energy

Statement of Account

Billing Date: March 26, 2021

Service Address:
2100 W 55TH S ST
WICHITA, KS 67217-4165

Account: 3060127742

Customer Service Call:
DAVIN MORRIS (316) 941-1634
Davin.Morris@blackhillscorp.com
Broker: CENTERPOINT ENERGY

24 Hour Emergency Gas Service
Call 1-800-694-8989

CAMPUS HIGH SCHOOL
CENTERPOINT ENERGY MKT
ATTN: PIPELINE ACCOUNTING
1111 LOUISIANA ST
FL 10
HOUSTON, TX 77002

Summary of Metered Volumes	Effective	Meter Reading Present	Meter Reading Previous	Pressure Factor	MCF	Weighted Avg Btu Factor	Mmbtu
ILA066007	02/01 - 02/28/21	2692.8	1651.7	2.34260	2438.9		2536.7
Total Metered Volumes	**-w: Btu Factors are applied Daily**				**2439**	**1.0401-w**	**2,537**

Summary of Imbalance Activity	Consumption Mmbtu	Nomination Mmbtu	Mmbtu
CASHOUT IMBALANCE	2,537.0	1,054.0	1,483.0

Summary of Charges	Effective	Rate Code	Billed Volume	Rate	PGA	Amount
DELIVERY CHARGE	02/01 - 02/28/21	591	2,537 Mmbtu	$0.69380	0.0138	**$1,760.17**

Summary of Other Charges/Credits	Rate Code	Vol	Rate	Amount
GSRS	591			$279.07
CUSTOMER CHARGE	591			$333.10
FRANCHISE FEE	591	2,537.0 @	0.14690	$372.69
AVTS	591	2,537.0 @	-0.00610	$-15.48
CASH OUT (HAYSVILLE USD) TIER 1	591	1,054.0 @	76.25910	$80,377.09
CASH OUT (HAYSVILLE USD) TIER 3	591	429.0 @	106.76270	$45,801.20
MONTHLY BALANCING SERVICE	591	2,537.0 @	0.12000	$304.44
Total Other Charges/Credits				**$127,452.11**

Summary of Taxes	Amount
FRANCHISE TAX - GROSS RECEIPTS	$7,964.48
CURRENT MONTH CHARGES	**$137,176.76**

Summary of Account Activity		Amount
PREVIOUS BALANCE		$4,879.42
PAYMENTS	Last payment of $4,879.42 was received March 2, 2021 - Thank You!	$4,879.42
Balance After Activity		**$0.00**

NET AMOUNT DUE **$137,176.76**

AFTER APRIL 12, 2021 - PAY $139,920.30

REMIT PAYMENT TO BLACK HILLS ENERGY, P.O. BOX 6001, RAPID CITY, SD 57709-6001

Comments

PGA - IS THE COMPANY'S SYSTEMWIDE LOST AND UNACCOUNTED (L&U) ACCOUNT AS COMPUTED IN THE COMPANY'S ANNUAL PGA, AND APPLIED ON A VOLUMETRIC BASIS TO THE QUANTITY OF GAS DELIVERED.
THIS STATEMENT OF GAS SERVICE IS PROVIDED TO INFORM YOU OF THE STATUS OF YOUR BLACK HILLS ENERGY ACCOUNT. IT IS ALSO BEING MAILED TO YOUR GAS MARKETER OR ENERGY MANAGER FOR PAYMENT. PER YOUR AGREEMENT WITH THEM, YOU WILL BE BILLED DIRECTLY BY THEM FOR YOUR BLACK HILLS ENERGY CHARGES. ANY DEFAULT OF PAYMENT TO BLACK HILLS ENERGY OF THIS INVOICE BY YOUR GAS MARKETER OR ENERGY MANAGER ON YOUR BEHALF WILL REMAIN YOUR RESPONSIBILITY AS AN BLACK HILLS ENERGY CUSTOMER.
CUSTOMER CHARGE - A MONTHLY CHARGE TO COVER PART OF THE FIXED EXPENSES THAT ARE INCURRED EACH MONTH TO DELIVER ENERGY TO YOUR HOME OR BUSINESS, REGARDLESS OF HOW MUCH ENERGY YOU USE.
Electronic Check Conversion - When you mail in a check as a payment, you authorize BHE to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When an electronic fund transfer is made, funds may be withdrawn from your account on the day BHE receives your payment and you will not receive your check back from your bank. If you do not wish to have your check converted into an electronic debit or if you have any questions about electronic check conversion, please contact BHE at 1-888-890-5554
Gas System Reliability Surcharge (GSRS). Per state law and with Kansas Corporation Commission approval. The GSRS allows utilities to recover eligible investments which are necessary to maintain a safe, reliable gas system.

ACCOUNT	GAS	MDSE
3060127742	137,176.76	0.00

NET AMOUNT DUE	137,176.76
AFTER APR 12 PAY	139,920.30

CAMPUS HIGH SCHOOL
CENTERPOINT ENERGY MKT
ATTN: PIPELINE ACCOUNTING
1111 LOUISIANA ST
FL 10
HOUSTON, TX 77002

BLACK HILLS ENERGY
P.O. BOX 6001
RAPID CITY, SD 57709-6001

Amount Paid

3060127742000139920300001371767613 04

Detach and mail this portion with your payment. Allow time for mailing.

******** IMPORTANT NOTICE ********
ALLOW 5 TO 7 DAYS FOR DELIVERY AND PROCESSING WHEN SENDING PAYMENT BY MAIL.

*****ACCOUNT NUMBER (S) MUST BE INCLUDED TO ENSURE TIMELY AND ACCURATE APPLICATION OF YOUR PAYMENT*****

March 15, 2021

Dear Valued Customer,

As part of our commitment to continue to communicate with you regarding the impacts of the recent winter storm event, we offer the following overview as well as some additional information regarding your invoice(s) for the February billing cycle, which you will receive in the coming days.

What Happened – Winter Storm Uri

As you know, the unprecedented winter storm in mid-February, known as Winter Storm Uri, brought sustained record low temperatures and devastating snow and ice storms across a large portion of the United States.

As a result of the storm and the extended period of extremely low temperatures, physical gas and power infrastructure was severely impaired. Specifically, well-head freeze-offs occurred, and gas processing plants and pipelines failed. This resulted in reduced natural gas supply and limited the ability to distribute and deliver natural gas on the system. At the same time, demand for natural gas was higher than normal due to increased heating demand during the extremely cold weather.

This considerable increase in demand, coupled with a severe reduction in supply, resulted in extremely high natural gas prices in almost every market we serve. Importantly, this was a market-wide event and virtually all industry participants were impacted – not just Symmetry.

Symmetry received force majeure notices and supply cuts from our suppliers who were unable to deliver natural gas as a result of the extreme winter storm impacts. Due to the lack of physical natural gas supply and restrictions on natural gas transportation, natural gas prices incurred for your supply were considerably higher than normal during this period. Those higher natural gas costs will be reflected on your February invoice, which may also include certain charges imposed by pipeline companies and local distribution companies (LDCs) in February.

Symmetry's Role in the Natural Gas Market

As a retail natural gas marketer, Symmetry's role is between wholesale producers/suppliers of natural gas on one hand, and our commercial, industrial and residential customers on the other. We do not produce natural gas, rather we purchase natural gas from suppliers, and we then sell it to our customers and utility partners. Simply put, the price of natural gas is set by the market, not by Symmetry. We incur supply costs largely at the time of purchase and pass those costs along to our customers per our contracts and rate agreements.

Our Communications with and Commitment to Customers

As you may recall, when it was becoming evident that the storm would have major impacts on natural gas markets, on February 12th we issued a communication alerting our customers that the severe weather was expected to increase market prices in many markets. We cautioned that if customers were in areas impacted by the severe weather or located in a market area impacted by Operational Flow Orders or other operational

notices, and they continued to consume gas during the period, they would be exposed to significantly higher costs for natural gas and possible pipeline/LDC penalties.

Throughout the volatile and supply constrained period, Symmetry worked tirelessly to secure replacement gas wherever possible to keep natural gas flowing and meet the needs of our customers in real-time. As a part of our commitment to transparency and keeping our customers informed, we also provided active and on-going communication related to notices we received that would impact customers.

Next Steps

We will be sending invoices for February account activity shortly, and we truly appreciate your timely payment. In accordance with our contractual obligations and normal industry standards, Symmetry will be paying its suppliers in March for the natural gas it purchased for and distributed to our customers in February. The February invoice will, where applicable, include separate line items for the additional costs to supply your natural gas during Winter Storm Uri, including any applicable penalties assessed, to date, by the pipelines or LDCs.

As always, should you have questions once you receive your invoice, please reach out to your sales rep or customer service at sales.support@symmetryenergy.com. Additional information is also available at https://february21winterstormuri.symmetryenergy.com/.

Sincerely,

The Symmetry Team

Symmetry Energy Solutions, LLC
1111 Louisiana St. B-241
Houston, TX 77002-5228
symmetryenergy.com

KJUMP
Invoice for Natural Gas Deliveries

Haysville USD #261
Attn: Accounts Payable
1745 W. Grand
Haysville, KS 67060

Customer ID:	60213
Invoice Number:	10046644
Invoice Date:	4/5/2021
Due Date:	**04/15/2021**

Volume History

Period	MMBtu	Period	MMBtu	Period	MMBtu
Jan 21	4,291.00	**Sep 20**	158.00	**May 20**	857.00
Dec 20	3,201.00	**Aug 20**	38.00	**Apr 20**	586.00
Nov 20	1,891.00	**Jul 20**	70.00	**Mar 20**	2,017.00
Oct 20	720.00	**Jun 20**	234.00	**Feb 20**	3,995.00

Delivery Period:	**Feb-21**
Volume(MMBtu)	5,857.000
Total Current Charges:	$113,991.79
Prior Balance:	$0.00
Late Fee:	$0.00
Total Amount Due:	**$113,991.79**

The extreme and unprecedented weather event that began on or around February 12, 2021 (“Winter Storm Uri”) impacted a substantial portion of the continental United States, severely disrupting the supply, transportation, and distribution of natural gas across a multitude of pipeline systems. Transporters across the country, including interstate pipelines, intrastate pipelines and local distribution companies issued curtailment notices, operational flow and other similar orders severely restricting the flow of natural gas. This invoice reflects the applicable charges received to date associated with February account activity which reflects the market impact of Winter Storm Uri. Symmetry reserves all rights. If you have questions, please contact sales.support@symmetryenergy.com.

ONLINE

Manage your account at
https://symmetryenergy.com/portal

CONTACT US

For Billing Inquires
Kyle Bennett at 918-477-3469
kyle.bennett@symmetryenergy.com

General Inquiries
Sales Support at 800-495-9880
Sales.Support@SymmetryEnergy.com

PAYMENT OPTIONS

Online Bill Pay
Please visit https://symmetryenergy.com/portal

Wire & ACH Payments
Please use the remittance stub information, Name, Invoice Number, and Customer ID.

Electronic (Wire/ACH/myCES) payment preferred. Please include information below with payment to ensure timely posting to customer account. Payment remittance information can be emailed to ar@symmetryenergy.com

Send Wire/ACH To:
ABA# 111000614 for ACH
ABA# 021000021 for WIRE
JP Morgan Chase Bank, Houston, Texas
Account# 100080578
Beneficiary: Symmetry Energy Solutions, LLC

Mail all other remittances to:
Symmetry Energy Solutions, LLC
Chase Lockbox
P.O. Box 301149
Dallas, TX 75303-1149

Customer ID:	60213
Delivery Period:	Feb-21
Invoice Number:	10046644
Invoice Date:	4/5/2021
Current Charges:	$113,991.79
Prior Balance:	$0.00
Late Fee:	$0.00
Total Amount Due:	**$113,991.79**
Due Date:	**04/15/2021**

Late fees will be assessed if payment is received after the due date as stated in the contract.

Symmetry Energy Solutions, LLC
1111 Louisiana St. B-241
Houston, TX 77002-5228
symmetryenergy.com

Account Detail for Feb-21

Haysville - Alternate Hig-S17306 **KGS** **Account:** 510318668 1568431 051
Service Address: 106 Stewart Ave, Haysville, KS 67060-1602
CURRENT DELIVERY
Billing Period: February 2021 **Utility Cycle:** 01/31/2021 **to** 02/28/2021
COMMODITY CHARGES

Description	MMBtu	Price	Amount
Natural Gas Sales	229.000	17.768500	$4,068.99
	229.000		**$4,068.99**

OTHER CHARGES

Description	MMBtu	Price	Amount
School Fee	229.000	0.145000	$33.20
Transport Fuel	2.220	2.520000	$5.59
Utility Pass-Through Charges Utility Cycle 02/01/2021 to 02/28/2021			$1,094.49
			$1,133.28

TAXES

Description	Rate	Amount
		$0.00

Account Total: **$5,202.27**

Haysville Freeman-S12550 **KGS** **Account:** 510318668 1307432 051
Service Address: 1731 W Grand, Haysville, KS 67060-1204
CURRENT DELIVERY
Billing Period: February 2021 **Utility Cycle:** 01/31/2021 **to** 02/28/2021
COMMODITY CHARGES

Description	MMBtu	Price	Amount
Natural Gas Sales	691.000	17.768500	$12,278.04
	691.000		**$12,278.04**

OTHER CHARGES

Description	MMBtu	Price	Amount
School Fee	691.000	0.145000	$100.20
Transport Fuel	6.698	2.520000	$16.88
Utility Pass-Through Charges Utility Cycle 02/01/2021 to 02/28/2021			$1,252.00
			$1,369.08

TAXES

Description	Rate	Amount
		$0.00

Account Total: **$13,647.12**

Haysville Middle School-S12479 **KGS** **Account:** 510128312 1307309 051
Service Address: 900 W Grand, Haysville, KS 67060-1219
CURRENT DELIVERY
Billing Period: February 2021 **Utility Cycle:** 01/31/2021 **to** 02/28/2021
COMMODITY CHARGES

Description	MMBtu	Price	Amount
Natural Gas Sales	1,217.000	17.768500	$21,624.27
	1,217.000		**$21,624.27**

OTHER CHARGES

Description	MMBtu	Price	Amount
School Fee	1,217.000	0.145000	$176.46
Transport Fuel	11.796	2.520000	$29.73
Utility Pass-Through Charges Utility Cycle 02/01/2021 to 02/28/2021			$1,993.82
			$2,200.01

TAXES

Description	Rate	Amount

	$0.00
Account Total:	**$23,824.28**

Haysville Nelson Elementa-S12549 **KGS** **Account:** 510318668 1306917 051

Service Address: 245 Delos, Haysville, KS 67060-1313

CURRENT DELIVERY

Billing Period: February 2021 **Utility Cycle:** 01/31/2021 **to** 02/28/2021

COMMODITY CHARGES

Description	MMBtu	Price	Amount
Natural Gas Sales	492.000	17.768500	$8,742.10
	492.000		**$8,742.10**

OTHER CHARGES

Description	MMBtu	Price	Amount
School Fee	492.000	0.145000	$71.34
Transport Fuel	4.769	2.520000	$12.02
Utility Pass-Through Charges Utility Cycle 02/01/2021 to 02/28/2021			$850.59
			$933.95

TAXES

Description	Rate	Amount
		$0.00

Account Total: **$9,676.05**

Haysville Prairie Element-S12708 **KGS** **Account:** 510318668 1707479 051

Service Address: 7101 S Meridian St, Haysville, KS 67060-7678

CURRENT DELIVERY

Billing Period: February 2021 **Utility Cycle:** 01/31/2021 **to** 02/28/2021

COMMODITY CHARGES

Description	MMBtu	Price	Amount
Natural Gas Sales	631.000	17.768500	$11,211.93
	631.000		**$11,211.93**

OTHER CHARGES

Description	MMBtu	Price	Amount
School Fee	631.000	0.145000	$91.50
Transport Fuel	6.116	2.520000	$15.41
Utility Pass-Through Charges Utility Cycle 02/01/2021 to 02/28/2021			$1,043.56
			$1,150.47

TAXES

Description	Rate	Amount
		$0.00

Account Total: **$12,362.40**

Haysville SD - Campus Hig-S12425 **KGS** **Account:** 510289345 1640708 051

Service Address: 2100 W 55th S, Wichita, KS 67217-4165

CURRENT DELIVERY

Billing Period: February 2021 **Utility Cycle:** 01/31/2021 **to** 02/28/2021

COMMODITY CHARGES

Description	MMBtu	Price	Amount
Natural Gas Sales	466.000	17.768500	$8,280.12
	466.000		**$8,280.12**

OTHER CHARGES

Description	MMBtu	Price	Amount
School Fee	466.000	0.145000	$67.57
Transport Fuel	4.517	2.520000	$11.38
Utility Pass-Through Charges Utility Cycle 02/01/2021 to 02/28/2021			$821.41
			$900.36

TAXES

Description	Rate	Amount
		$0.00

Account Total: **$9,180.48**

Haysville SD - Campus Hig-S17563 **BHE KS** **Account:** 3060127742

Service Address: 2100 W 55th S, Wichita, KS 67217-4165

CURRENT DELIVERY

Billing Period: February 2021

COMMODITY CHARGES

Description	MMBtu	Price	Amount
Natural Gas Sales	1,054.000	17.894126	$18,860.41
	1,054.000		**$18,860.41**

OTHER CHARGES

Description	MMBtu	Price	Amount
Administration Fee	1,054.000	0.145000	$152.83
			$152.83

TAXES

Description	Rate	Amount
		$0.00

Account Total: $19,013.24

Haysville USD 261 West Mi-S12753 **KGS** **Account:** 510318668 1997271 051

Service Address: 1956 W Grand, Haysville, KS 67060-1263

CURRENT DELIVERY

Billing Period: February 2021 **Utility Cycle:** 01/31/2021 **to** 02/28/2021

COMMODITY CHARGES

Description	MMBtu	Price	Amount
Natural Gas Sales	1,077.000	17.768500	$19,136.68
	1,077.000		**$19,136.68**

OTHER CHARGES

Description	MMBtu	Price	Amount
School Fee	1,077.000	0.145000	$156.16
Transport Fuel	10.439	2.520000	$26.31
Utility Pass-Through Charges Utility Cycle 02/01/2021 to 02/28/2021			$1,766.80
			$1,949.27

TAXES

Description	Rate	Amount
		$0.00

Account Total: $21,085.95

USD 261
HAYSVILLE SCHOOLS

Dear KASB and Smithyman & Zakoura, Chartered,

This letter is to confirm the Unified School District #261 ("USD #261") hereby authorizes the Kansas Association of School Boards ("KASB") and the law firm of Smithyman & Zakoura, Chartered ("S&Z") to represent USD #261 in matters related to natural gas pricing following Winter Storm Uri. The undersigned is authorized to engage legal counsel on behalf of USD #261and has read the attached Agreement for Legal Services ("Agreement") between KASB members and S&Z.

Having read the terms of the Agreement, USD #261 agrees to pay $1400.00 into a trust account held by KASB for legal services provided by S&Z. Further, it is understood any remaining funds in the trust account at the conclusion of our engagement with S&Z will be returned to the school districts on a pro rata basis. It is understood the representation of S&Z is limited to the matters contained in the Agreement and if USD #261 wishes to pursue further litigation, it will do so on its own accord. Finally, it is understood all communication shall be sent to KASB, but S&Z may be contacted at any time to answer any questions or concerns raised by USD #261.

Respectfully Submitted,

Dr. John Burke
Superintendent of Schools
Haysville USD 261

cc: James P. Zakoura, KS #07644
Lee M. Smithyman, KS #09391
Robert E. Vincent, KS #26028
Connor A. Thompson, KS #28667
750 Commerce Plaza II
7400 West 110th Street
Overland Park, KS 66210-2362
(913) 661-9800
Fax: (913) 661-9863
Email: jim@smizak-law.com
lee@smizak-law.com
robert@smizak-law.com
connor@smizak-law.com

Attorneys at Smithyman & Zakoura, Chartered

Professional Services Agreement

Parties.

This correspondence sets forth what I understand to be the terms of the Professional Services Agreement between the Kansas Association of School Boards ("KASB"), the member school districts ("Members") of KASB that transport natural gas ("gas") pursuant to the KASB Kansas Joint Utility Management Program, and the firm of Smithyman & Zakoura ("S&Z").

Professional Services.

S&Z will consult and provide advice ("Advice") to KASB and the Members on issues related to (a) the lawful pricing of gas; (b) confirmation of volumes and amount of gas scheduled and delivered; (c) compliance with gas delivery tariffs as filed at the KCC, as applicable; and (d) the litigation defense (as necessary) and compromise commercial negotiation (as necessary) ("Defense") related to February 2021 gas usage / purchases.

As part of the S&Z Professional Services, our Firm will provide these specific services: (a) confirm with the local distribution company (Kansas Gas Service, Atmos Energy, and Black Hills Energy) the volume of gas provided by the Members' Supplier (Symmetry) for the Members' account, so that Members do not pay for goods and services not delivered or provided; (b) provide Advice as to the lawful price of gas that may be charged to the Members, so that Members do not pay a price for gas that is in excess of that amount that may be charged under applicable Kansas law; (c) prepare Payment Protest Letters, as may be appropriate, to preserve Members' rights to the benefits provided in the Members' contracts with Symmetry; (d) initiate litigation, provide litigation defense, and provide Advice for commercial negotiations (all, as may be applicable) – consistent with the highest ethical standards for attorneys that are licensed to practice law in the State of Kansas; and (e) provide regular and recurring communications to both KASB and the Members, as requested or directed by KASB.

Client Relationship.

S&Z will contract with KASB for the Professional Services provided herein. KASB represents that KASB has the approval of the Members to retain the Professional Services of S&Z, on the Members behalf. Both KASB and the Members shall have the right to contact S&Z at any reasonable time for Advice, and S&Z shall have the right to contact KASB and the Members at any reasonable time for information and approvals (as may be necessary), related to the Professional Services provided herein.

Fees for Professional Services.

For Professional Services provided herein, S&Z will charge a per hour rate, as discounted herein:

James P. Zakoura - $365 per hour, discounted to $330 per hour

Lee M. Smithyman - $365 per hour, discounted to $330 per hour
Robert E. Vincent - $325 per hour, discounted to $300 per hour
Connor A. Thompson - $250 per hour, discounted to $225 per hour

In addition, S&Z may present an invoice for expenses that can include reimbursement for photocopying, mileage, or other necessary expenses as may be authorized in advance of incurrence by KASB.

A detailed statement for Professional Fees will be presented each month by S&Z to KASB.

It is acknowledged by KASB that S&Z has agreed to represent other entities on the same or similar issues as are included in this Professional Services Agreement, and S&Z agrees to use reasonable efforts to allocate among all entities represented, "common work and effort," so as to assure that statements for professional services to each entity do not reflect more time than is incurred and allocated among them.

KASB will provide a Retainer of $10,000 for the Professional Services to be provided herein. It is agreed that KASB shall not in any manner be responsible for Professional Fees herein, beyond the $10,000 Retainer. The Members shall be responsible for all Professional Fees that are in addition to the Retainer, and KASB shall use reasonable efforts to request payment from the Members for Professional Fees incurred.

To reflect a traditional cost sharing formula, it is agreed that each Member shall pay a "Membership Coalition Amount of $250, and that **in addition,** shall pay an amount equivalent to size of school district enrollment as follows;

(a) under 1,000 enrollment - $150 (Total of $400)
(b) 1,000 to 2,000 enrollment - $400 (Total of $650)
(c) 2,000 – 4,000 enrollment - $650 (Total of $900)
(d) 4,000 - 5,000 enrollment - $900 (Total of $1,150)
(e) 5,000 – 10,000 enrollment - $1,150 (Total of $1,400)
(f) 10,000 enrollment and above - $1,400 (Total of $1,650)

Member Fee Payment

The above listed amounts shall be due and payable to KASB on or before May 15, 2021, and shall be maintained by KASB for payment of invoices as presented by S&Z. At the conclusion of the Professional Engagement, if Member funds remain set aside by KASB for this Professional Engagement which were not spent, all such remaining Member fee amounts shall be redistributed to Members on a pro rata basis.

If the above and foregoing terms and conditions are acceptable to KASB, please so indicate by signing this Agreement in the space provided below.

Kansas Association of School Boards

By:_____
Dr. John Heim
Executive Director, Kansas Association of School Boards

Dated: _____

Smithyman & Zakoura, Chartered

By:_____
James P. Zakoura

USD 261
HAYSVILLE SCHOOLS

SYMMETRY ENERGY SOLUTIONS, LLC
1111 Louisiana St., Ste 2800
Houston, Texas 77002

Sent via email to: lisa.vasquez@symmetryenergy.com

Re: Notice of Payment Under Protest; Invoice No. 10046644

Dear Symmetry Energy:

We are submitting herewith, payment in connection with the recent invoices Symmetry Energy Solutions sent for natural gas for February 2021. The payment is for the following account:

Account Holder: Haysville USD #261

Service Address: 1745 West Grand Ave, Haysville, Kansas 67060
Account Number: 510318668 1588431 051, 510318668 1307432 051,510128312 1307309 051,510318668 1306917 051,510318668 1707479 051,510289345 1640708 051,3060127742, 510318668 1997271 051
Customer ID: 60213

We are making payment in the amount of $36,555.74.

This amount is to pay in full the following charges:

Category	MMBtu	Price	Total Amount
Natural Gas Sales:	5,857	$4.57	$26,766.49
Incremental Supply Cost			$0
Transport Cost: (if applicable)	__	Same as price in invoice.	$
Transport Fuel: (if applicable)	__	Same as price in invoice.	$117.32
School Fee:		Same as rate in invoice.	$696.43
Utility Pass-Through Charges:		Same as rate in invoice.	$8,822.67
Admin Fee		Same as rate in invoice	$152.83

TOTAL: **$36,555.74**

We are withholding any further payment of the balance of the invoiced amount for the reasons stated below, and for further reasons that may become known during the course of our further ongoing investigation, and the further ongoing investigations of others, including the Office of Attorney General of both Kansas and Missouri. Further we are protesting the amounts charged and not paid herein for the same reasons stated below.

First, the invoice contains prices for natural gas that appear to exceed the amounts that may be charged during a period of Disaster, under applicable Kansas law. Upon our review, the Disaster began no later than February 10, 2021. The prevailing price of natural gas on February 9, 2021 was $3.655 per MMBtu ("unit"). In general, Kansas law defines "Profiteering from a Disaster," as charging or soliciting a price that exceeds 125% of the prevailing price for the good in question on the business day before the disaster. In this case, that would limit the unit price to $4.57 per unit. Based on the current status of our review, we are not required to pay an amount for natural gas included on your invoice that exceeds $4.57 per unit.

If your Supplier(s) charged you a price in the period of February 10, 2021 through and including February 19, 2021 that exceeded $4.57 per unit, you may want to pursue a remedy from those Suppliers that charged your company in excess of $4.57 per unit.

In addition, based on our review, we are of the opinion that your firm was in breach of the contract between us. The price for natural gas that your firm invoiced was and is unconscionable under applicable state law.

Further, our initial review indicates your firm may have operated in a manner that caused the incurrence of transport and / or distributor pipeline penalties, for which we should in no way be held to be financially liable.

Importantly, we feel strongly that your firm did not adequately advise us in a timely manner, so that we could have taken further actions to reduce usage and to moderate and / or avoid the higher natural gas prices that you charged. Likewise, we were not adequately advised of the magnitude of price increases occurring in the natural gas market during the Disaster – which as stated, were in excess of applicable state law.

Our initial investigation cannot confirm: (a) the quantity of natural gas that you nominated for our account during the period of February 10, 2021 through February 19, 2021, (b) the quantity of natural gas that was actually delivered into the transporting and distributing pipelines for our account for the period of February 10, 2021 through February 19, 2021, and (c) whether your actions or lack of action caused us to be in noncompliance with applicable tariffs and orders issued by the transporting and distributing pipelines. We would appreciate receiving from you documentation that would address these matters. **Specifically, we ask that you send the above requested data and document titled "Incremental Supply Cost Detail."**

Finally, the invoice sent to us is inadequate in detail, and we are incapable of understanding the quantity of goods and services provided for the amount invoiced. In several instances there is no detail or description of goods and services provided – only a very large invoice amount. We should not (and will not) pay an invoice that does not clearly set forth the goods and / or services provided. To do otherwise would not be consistent with the prudent use of our funds. Please be advised that we specifically reserve all rights and remedies under the contract, at law, and in equity to recover any amount of the enclosed payment (and any costs and fees in doing so) that a court determines is not due.

Very truly yours,
Dr. John Burke, Superintendent