



[Please note that the meeting agenda is subject to change during the meeting.]

City of Clearwater Council Meeting Agenda
Tuesday July 28, 2020 at 6:30pm
129 E Ross Clearwater, KS 67026

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1. **Call to Order/ Invocation and Flag Salute**
2. **Invocation and Flag Salute**
3. **Roll Call**
4. **Approval of Agenda**
5. **Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
6. **Consent Agenda** - Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
 - a. [07/14/20 Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
7. **Staff Reports**
8. **Presentation: Times Sentinel Newspaper Progress Edition**
9. **Business**
 - a. **Discussion – Fall Festival**
 - b. **Action: American Tower Prepaid Lease Option**
 - c. **Report: 2nd Quarter Financials**
 - d. **Discussion – Extending Pool Closing Date**
10. **Administrators Report**
11. **Governing Body Comments**
12. **Executive Session K.S.A. 75-4319(B) (1) TO DISCUSS PERSONNEL MATTER OF NONELECTED PERSONNEL**
13. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 21

Ordinance: 1058

Resolution: 09-2020

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 6:00 and 6:30 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 or lobby of City Hall. No one is excluded from these areas during those times.

City of Clearwater, Kansas
Sedgwick County
City Council Meeting - **MINUTES**
July 14, 2020
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

Mayor Burt Ussery called the meeting to order at 6:30 p.m. followed the invocation and flag salute.

2. Roll Call

The City Clerk called the roll to confirm the presence of a quorum. The following members were present: Mayor Burt Ussery, Councilmembers; Justin Shore and Shirley Palmer-Witt, were present.

Chris Griffin, Chad Pike and Yvonne Coon were absent.

The following staff members were present:

Ron Marsh, City Administrator, Courtney Meyer, City Clerk, Chadd Posch, Jared Dinwiddie, Kirk Ives, Ernie Misak, Jennifer Hill.

Mayor Ussery took the time to introduce the new City Attorney, Jennifer Hill with McDonald Tinker.

3. Public Forum

Jan McDiffett, a resident of the County, wanted to raise awareness to Council about the importance of wearing face masks.

Chris Griffin enters at 6:33pm.

4. Approval of the Agenda

Mayor Ussery stated there were modifications to the agenda.

Mayor Ussery called for a motion to approve the agenda as modified.

Motion: Shore moved, **Palmer-Witt** seconded to accept the agenda as modified. Voted and passed unanimously.

5. Approve Consent Agenda

Mayor Ussery asked if there was any question on the consent agenda and if not asked for a motion to approve.

Minutes: 06/23/20

Minutes: 06/30/20

Claims and Warrants

Facility Use Agreement with API

Motion: Palmer-Witt moved, **Pike** seconded to approve the consent agenda as presented. Voted and passed unanimously.

6. Staff Reports

a. Police Department – Kirk Ives – Councilmember Griffin asked Chief Ives if he has reviewed the Emergency Preparedness plan. Chief Ives said he has started reviewing and so far it looks good but has not had the opportunity to review the whole plan yet. Council had no other questions.

b. Fire Department –Jared Dinwiddie –Council had no other questions.

- c. Public Works – Ernie Misak – Council had no other questions.
- d. Parks & Maintenance – Chadd Posch – Council had no other questions.

7. ARC 95 Project

Dan Squires, P.E. & Lynn Packer, P.E. went through the planning and vision of the ARC 95 project with City Council.

8. Business

a. Budget Discussion

Marsh stated there has been no questions or calls from anyone regarding the budget since the last meeting. Mayor Ussery asked if there was any further discussion from Council. No further discussion from Council.

b. Approve publication of Budget and Set Budget Hearing Dates

Motion: Palmer-Witt moved, **Shore** seconded to approve the publication of the budget and set the budget hearing for August 11th at 6:30pm. Voted and passed unanimously.

c. Fall Festival Discussion

Mayor Ussery stated that in light of the State Fair cancelling due to the pandemic he thought it would be best to discuss with the Fall Festival committee if their plans have changed due to the pandemic.

Mayor Ussery asked what the financial risk was for the Fall Festival Committee if the festival was to be cancelled due to the pandemic.

Rachel Chamber, President of the Fall Festival Committee, said there is no risk as of right now. There will not be any penalties from the carnival if the festival is cancelled due to COVID-19. The food vendors are still scheduled to show up except for 2. She stated that right now they are not planning on any events indoors but does not know yet if the Methodist Church was planning anything. She believes the inflatables will be out because there is no way to cleanse them between each use.

Mayor Ussery asked for the Fall Festival to follow up with all vendors and see what plans they have in place due to the pandemic. i.e. cleaning schedules or plans for people in lines.

Mayor Ussery also asked that Fall Festival to give council an update at each meeting so everyone is on the same page.

There was a consensus by the governing body that there was no need to cancel the Fall Festival at this time but wanted constant updates at each meeting.

d. Face Mask Ordinance Discussion

Mayor Ussery stated on July 2nd the State of Kansas mandated wearing face masks when in public. City of Wichita adopted an ordinance in support of the order and added an enforcement category. Sedgwick County has stated they endorse the State mandate for wearing face masks.

Mayor Ussery does not believe that City of Clearwater needs to adopt an ordinance to re-state what the State and County have already done. The only reason to adopt an ordinance at this time would be to make the wearing of masks enforceable by law.

Palmer-Witt believes it would be tough to enforce and it would be huge burden for the police

department to enforce.

Shore wanted to know if it would be better to adopt a Resolution in support of the order so the County knew that Clearwater was in favor of the face mask mandate. The resolution would be a formal statement to the County from City that we were in favor of their decision.

Ussery, Griffin and Palmer-Witt aren't in favor of an ordinance

Marsh suggested sending letters to businesses asking them to consider asking patrons to wear masks when in their store. Also, the City could run a face mask campaign on Facebook to make people aware of the importance of wearing a face mask.

Council agreed to run a face mask campaign but didn't feel it was necessary to send letters out. Mayor Ussery stated that Counsel could draft a resolution for next meeting for their review.

9. Administrators Report

- If you have not noticed, one of the banners advertising our housing incentives is on the Clearwater sign at K42 and 135th St. We were unable to hang the banner for the other sign at Broadway and 103rd St. The grass is too high and blocked the banner. We need to reconsider the banners: we tried to put too much info on the banner, and most is too small to read at 65 mph.
- The Governing Body Institute originally scheduled for July 31 – Aug 1 has been rescheduled for July 30-31.
- After prom committee has notified us that they have canceled their event this year.
- Certified Engineering Design will begin the pavement assessment study tomorrow.

10. Governing Body Comments

Griffin had nothing to report.

Palmer-Witt had nothing to report.

Shore commented he really like the post of the police officer playing basketball with the kids.

Ussery reported that the 2020 high school graduation will be outdoors 7/26/20 starting at 8:00 pm.

11. Adjournment

With no further discussion Mayor Ussery called for a motion to adjourn.

MOTION: *Palmer-Witt* moved; *Shore* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:00 PM

CERTIFICATE

State of Kansas }
County of Sedgwick }
City of Clearwater }

I, Courtney Meyer, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the July 14, 2020 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 28th day of July 2020

Courtney Meyer, City Clerk

Check Register Report

Date: 07/21/2020

Time: 3:23 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
46429	07/22/2020	Printed			ALEXIS	ALEXIS CASH & KS ST UNIVERSITY	2020 DARE SCHOLARSHIP	350.00
46431	07/22/2020	Printed			AMA	AMAZON	CREDIT MEMO	339.43
46432	07/22/2020	Printed			AFF1	AMERICAN FUN FOOD CO., INC	CONCESSIONS	125.76
46433	07/22/2020	Printed			ASH	ASHLEY HERVEY	YEAR 3 OF 5 TAX REBATE	1,024.86
46434	07/22/2020	Printed			BBL1	B & B LUMBER	TREEHOUSE	220.56
46435	07/22/2020	Printed			BETH	BETHANY MCGUIRE & ALLEN COUNTY	2020 DARE SCHOLARSHIP	350.00
46436	07/22/2020	Printed			BRIAN	BRIAN CHRISTIANSEN	YEAR 1 OF 3 OF TAX REBATE	76.14
46437	07/22/2020	Printed			BPEC	BUSINESS PROTECTION EQUIPMENT CORP	Maintenance Agreement	239.50
46438	07/22/2020	Printed			VISA	CARDMEMBER SERVICES	CAR TAGS/MEAL	459.59
46439	07/22/2020	Printed			CI W	CIRUS WATER	3 - 5 gallons water bottles	27.00
46440	07/22/2020	Printed			CARTS	CITY ARTS	7/14/20 EVENT AT SR CENTER	25.00
46441	07/22/2020	Printed			COMM-T	COMM-TRONIX	VARIABLE SPEED DRIVE WELL 7	7,500.00
46442	07/22/2020	Printed			DOS1	DIGITAL OFFICE SYSTEMS	OVERAGE	86.71
46443	07/22/2020	Printed			DRAKE	DRAKE BEATTY & COWLEY	2020 DARE SCHOLARSHIP	350.00
46444	07/22/2020	Printed			EMP1	EMERGENCY MEDICAL PRODUCTS INC	SUPPLIES	99.49
46445	07/22/2020	Printed			EMPAC	EMPAC, INC.	July/Aug/Sept	367.50
46446	07/22/2020	Printed			FAR	FARREL LANGE	Restitution from R. Pearson	80.00
46447	07/22/2020	Printed			FHWY	FLORIDA HWY SAFETY &	CERTIFIED DRIVE RECORD	10.00
46448	07/22/2020	Printed			GAL1	GALL'S INC.	LATEX GLOVE POUCH	266.32
46449	07/22/2020	Printed			GILM	GILMORE SOLUTIONS, INC	Server Replacement Downpayment	12,600.00
46450	07/22/2020	Printed			GT	GT DISTRIBUTORS, INC	ammo	719.10
46451	07/22/2020	Printed			IN TR	INLAND TRUCK PARTS AND SERVICE	ENGINE 71 REPAIR	1,186.50
46452	07/22/2020	Printed			IRIS	IRIS BLOSSOMS	Seiler Flowers	50.00
46453	07/22/2020	Printed			JHS1	J & H STORAGE	August Rent	65.00
46454	07/22/2020	Printed			JUST	JUSTIN UTT	YEAR 2 OF 5 TAX REBATE	981.99
46455	07/22/2020	Printed			KST1	KANSAS STATE TREASURER	LEO TRAINING/REINSTATMENT FEE	478.50
46456	07/22/2020	Printed			AOM1	KATHLEEN KINKAID BRINKERHOFF	Numbers	455.00
46457	07/22/2020	Printed			KIRK	KIRK IVES	EMBROIDERY ON APPAREL	36.55
46458	07/22/2020	Printed			LC02	LAYNE CHRISTENSEN COMPANY	WELL 2 PUMP REPAIRS	8,977.00
46459	07/22/2020	Printed			LOK1	LEAGUE OF KS MUNICIPALITIES	SOCIAL MEDIA VIRTUAL TRAINING	50.00
46460	07/22/2020	Printed			MOE1	MAXIMUM OUTDOOR EQUIP & TRIMMER HEAD FAST SERV		293.82
46461	07/22/2020	Printed			MCDONALD	MCDONALD TINKER PA	GENERAL CONSULT	105.00
46462	07/22/2020	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	SEWER ANALYSIS	347.00
46463	07/22/2020	Printed			METRO	METROPOLITAN AREA BUILDING DEPT	B/E/M/P PERMITS JUNE 2020 CONS	2,379.52
46464	07/22/2020	Printed			MICHAEL	MICHAEL SMITH	YEAR 1 OF 5 OF TAX REBATE	892.13
46465	07/22/2020	Printed			MIDL	MIDLAND GIS SOLUTIONS, LLC	PROJECT/WEBSITE	7,528.00
46466	07/22/2020	Printed			MIG1	MIZE'S THRIFTWAY	STATEMENT	177.63
46468	07/22/2020	Printed			MC05	MULVANE COOP	Blaster Penetrating	573.35
46469	07/22/2020	Printed			OR	O'REILLY AUTO PARTS	2001 FORD F-350	58.22
46470	07/22/2020	Printed			PEI	PERSONNEL EVALUATION INC	PEP Billing	20.00
46471	07/22/2020	Printed			PCA1	PETTY CASH	CITY	14.00
46472	07/22/2020	Printed			PB03	PITNEY BOWES	RESERVE ACCOUNT	605.91
46473	07/22/2020	Printed			REC BK	RECORDED BOOKS, LLC	MATERIALS	40.49
46474	07/22/2020	Printed			RC11	RENN & COMPANY, INC.	ROSKILLY BOND	100.00
46475	07/22/2020	Printed			RJ01	ROASTER JOE'S	WATER	34.50
46476	07/22/2020	Printed			RLM1	RUSSELL L. MILLS	STATEMENT	150.00
46477	07/22/2020	Printed			SSC1	SALISBURY SUPPLY COMPANY	HOSE, DISCHARGE PVC	75.90
46478	07/22/2020	Printed			SCDF	SEDGWICK COUNTY	PRISONER HOUSING	10.20

Check Register Report

Date: 07/21/2020

Time: 3:23 pm

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City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
46479	07/22/2020	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	STATEMENT	1,814.21
46480	07/22/2020	Printed			SHAUN	SHAUN WEAVER	YEAR 3 OF 5 TAX REBATE	935.34
46481	07/22/2020	Printed			SONJA	SONJA FROGGATTE	MILEAGE REIMBURSEMENT	45.95
46482	07/22/2020	Printed			STA	STAPLES	DOUBLE SIDE FOAM TAPE	103.05
46483	07/22/2020	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	HOUSING INCENTIVE AD	399.00
46484	07/22/2020	Printed			TCE1	TRI-COUNTY ELECTRIC CORP	AIR COMPRESSOR ELECTRIC WORK	1,628.55
46485	07/22/2020	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	Chevy Tahoe Oil Change	72.92
46486	07/22/2020	Printed			UMO1	ULTRA MODERN POOL & PATIO	TURBO SHOCK	102.99
46487	07/22/2020	Printed			UNI	UNIFRIST CORPORATION	SUPPLIES	866.05
46488	07/22/2020	Printed			UIN1	UNITED INDUSTRIES, INC.	TREAD LADDER 5	382.50
46489	07/22/2020	Printed			VER	VERIZON WIRELESS	STATEMENT	487.90
46490	07/22/2020	Printed			VICTORY	VICTORY PYROTECHNICS & SFX	2nd Payment 4th of July Firewo	5,600.00
46491	07/22/2020	Printed			WC11	WASTE CONNECTIONS, INC.	STATEMENT	14,196.05
46492	07/22/2020	Printed			WPF1	WATER PROTECTION FEE	2ND QUARTER PROTECTION FEE	940.47
46493	07/22/2020	Printed			WITMER	WITMER PUBLIC SAFETY GROUP	UNIFORM	230.94
46494	07/22/2020	Printed			ZACHARY	ZACHARY NOLAN	KLETC Mileage Reimbursement	134.55
Total Checks: 64						Checks Total (excluding void checks):		78,943.64
Total Payments: 64						Bank Total (excluding void checks):		78,943.64

Check Register Report

Date: 07/21/2020

Time: 3:23 pm

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City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
665	07/22/2020	Printed			AFL1	AFLAC	STATEMENT	620.34
666	07/22/2020	Printed			CGSI	CASEY'S	DEC 2019 LATE GAS FEE	567.15
667	07/22/2020	Printed			HSB1	EMPRISE BANK	DODGE DURANGO	2,182.56
668	07/22/2020	Printed			KDOL	KANSAS DEPARTMEN OF LABOR	UNEMPLOYMENT TAX Q2/2020/CITY	271.16
669	07/22/2020	Printed			KDOL	KANSAS DEPARTMEN OF LABOR	UNEMPLOYMENT TAX Q2/2020	19.72
670	07/22/2020	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	JUNE POOL CONCESSION SALES TAX	221.82
671	07/22/2020	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	JUNE SALES TAX	265.53
672	07/22/2020	Printed			LIBERTY	LIBERTY NATIONAL	STATEMENT	307.66
673	07/22/2020	Printed			MERCHANT	MERCHANT SERVICES	ECOMMERCE	233.22
674	07/22/2020	Printed			MERCHANT	MERCHANT SERVICES	CITY HALL	309.77

Total Checks: 10

Checks Total (excluding void checks): 4,998.93

Total Payments: 10

Bank Total (excluding void checks): 4,998.93

Total Payments: 74

Grand Total (excluding void checks): 83,942.57

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: July 24, 2020

Re: Fire Department Staff Report

- Clearwater Fire responded to 11 medical calls and 3 Fire calls since last meeting.
 - Average response time for SGC0 EMS on medical calls has been around 18 minutes.
 - To Date: The department has been unable to respond to 6 emergency calls. This is a result of the normal personnel that respond, were at their full-time job with their respective agencies.
 - The International (New Brush Truck) is currently at D&S Body Shop getting paint work done on the frame and body.
 - Pump recertification tests were performed on Engine 71, Engine 711, and Tender 71 last Thursday. Engine 711 failed its pump test and has been placed out of “front-line structural firefighting” status. It will still be utilized as a grass rig and a support vehicle for equipment and manpower.
 - The department has ordered two new 800 radios from Motorola and are awaiting arrival. The grant received from the Kansas Forestry Service will help pay for these radios.
 - The department implemented a “No more than 2 responders” policy for medical calls. This is to reduce the amount of PPE equipment used per call and allow our supply to last longer. Exceptions are allowed for high priority calls such as Code Blues, Shootings, etc.
- **Personnel are being kept up to date on the ever-changing circumstances with COVID-19. The Dept. has a response policy in place and to date, no exposures have been recorded.**

To: Mayor and City Council

From: Kirk Ives,
Chief of Police

Date: July 24, 2020

Re: Police Department Staff Report

Officers:

All the officers are doing quite well. Lots of arrests and DUI, Drugs, and Theft cases. We had a school vandalism case. Sgt Harp located the kids involved. Case completed.

Officer Pickens is still doing well on DUI and Drug arrests. One almost every shift he works. Mostly out of town people.

Domestic calls are up, mostly with people out of work. To much time at home and no money coming in... is the main thing we hear.

Building update: Hopefully, the start date is set for Monday (7/27/2020). We are still looking forward to the phase 1 of the Police Department remodel/wall and counter to begin.

All the officers are reset on the computers and Glimore has been working well with us on all the computers. The MDT's are more efficient and are working correctly. We got the issue with staying connected to the CAD system fixed.

We have noticed a no real issues with the masks or no masks, but all seems to be going well. No fights like you see on YouTube!

Vehicles:

All the vehicles are still working and running very well, but Durango #2 had a shifting issue. We found out that Dodge did not put lock tight on the shifter bolts. It has been fixed.

Matters of interest since last meeting on Police Activity:

We had 88 Dispatched/report calls since my last report. (does not always include self-initiated calls) Numbers are still up.

To: Mayor and City Council

From: Chadd Posch

Date: 07/24/2020

Re: **Parks/Facilities**

- Continuing work on ball field maintenance and weed removal
- Fixed a broken sprinkler valve for field #3
- Picked up commodities for the senior center
- The F-350 will be unavailable because the synchronizer rings are out and it needs repaired
- Replaced electrical box cover removed from boxes by park concession stand
- We have also been doing tree trimming in the frisbee golf field and in the park
- Assisted Public works on two water leaks

To: Mayor and City Council Members

From: Ernie Misak, Public Works Director/Cole Hollis

Date: July 28, 2020

Subject: Public Works Summary

1. Continual training with the two new employees on all facets of our work assignments.
2. Jason and Jeff have been trained and are in the process of changing out manual read meters and replacing with auto-reads to improve efficiency and accuracy. They are progressing well and are very willing to do whatever task is assigned. Very positive attitudes.
3. We are not discharging this month at the wastewater ponds. Appears that with the higher temperatures and the evaporation rate that is occurring, it looks like a "no discharge" report will also be sent to KDHE for the month of August. "No Discharge" is considered as a "pass" with KDHE.
4. Repaired water leak at 616 Rolling Hills Ct.
5. Repaired water leak at 330 S. Prospect.
6. Repaired water leak at 711 E. Wood.
7. Repaired water leak at 601 E. Wood.
8. Repaired water main break at 5415 W. 63rd. St. S.
9. Repaired broken chlorine feed line/booster pump at well #7.
10. Repaired broken chlorine injector at well #6.
11. Removed US flags and installed the summer flags on Ross Ave.
12. Read meters and performed rereads, shut offs and other work orders as assigned by City Clerk.
13. Lost time injury to employee while assisting Parks/Pool with chemical transfer.
14. Other normal duties and responsibilities.

I would like to thank the Mayor, Council, City Administration, Co-workers and the Residents of the City of Clearwater for the privilege of working with and serving the City we call home. But most of all I want to recognize and thank the employees, both past and present, of the Public Works Department for the loyalty, the support and the efforts they have put forth to make my job easier and successful. Clearwater should be proud of all our employees and appreciate the service they provide. Clearwater has been a valuable part of my life for the past 17 years and I believe that we all have gained from the relationship(s) that have existed and grown during these years. Although I have enjoyed working here, I look forward to the life before me. I will miss the people, the challenges and the comradery that has been built.

Keep up the good work!

Clearwater Senior & Community Center

Staff Report

July 24, 2020

To: Mayor & City Council

From: Sonja Froggatte, Director

1. July 28th we will distribute USDA Food Assistance and we are planning to receive fresh apples so I will connect with the regulars to see if they can pick up earlier.
2. Mary Beth McAllaster, the Outreach Coordinator with Med Manager, will be at the Center at 10:00 on 8/4 to speak about medication adherence/safety.
3. On 8/7 at 10:00 Kathy Adkins with Health Education Solutions, will be here to speak about Dimension/Alzheimer's prevention.

Clearwater sets its sights on the future

For the past year, the city of Clearwater has had a new city administrator who already had a strong connection with the community and city government.

Ron Marsh took the reins as city administrator in December of last year, and he's excited about his new role with the community and the city of Clearwater. Previously, Marsh was the administrative manager of the Sedgwick County Public Works Department, a role he believes prepared him for the challenges of leading the team at Clearwater City Hall.

On top of that, Marsh has been a Clearwater resident for the past 21 years, and also was a sitting member of the Clearwater City Council for more than two years before being named as city administrator. Marsh said he was ready for a new opportunity.

"I don't regret leaving the county for one minute," said Marsh. "This has been a job I get up and look forward to doing every day.

"Am I more motivated some days? You bet," Marsh said with a laugh.

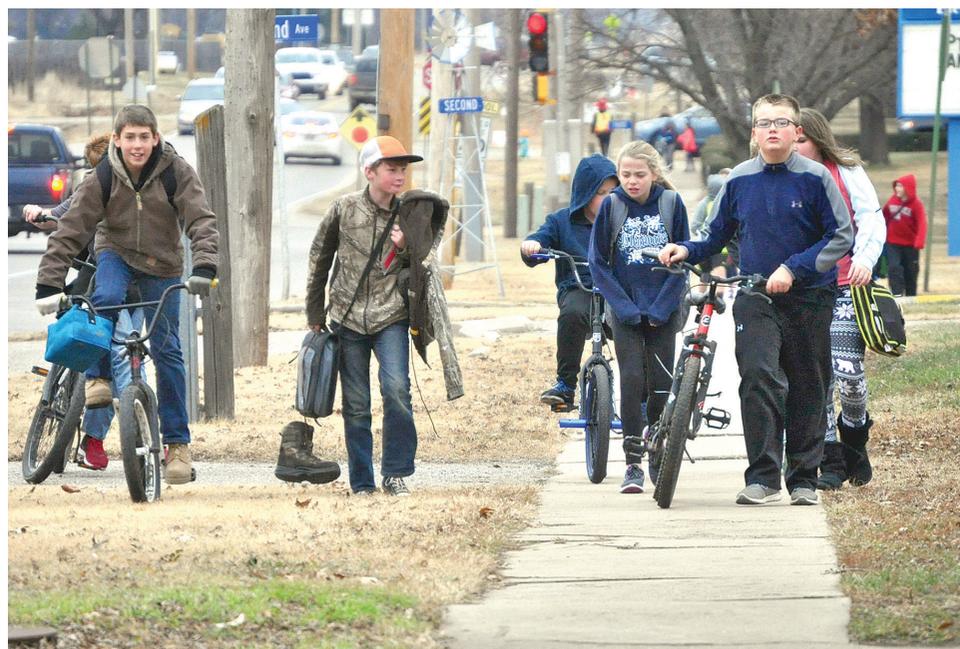
Marsh is a native of South Carolina and came to Kansas when he was in the Army. His wife Amy is a native of Clearwater, and that brought them to the community.

For Marsh, there are some key goals he has as the city of Clearwater continues to build for the future. He wants to see some specific infrastructure improvements that include a redesign of the four-way stop at Fourth and Ross; extending the downtown streetscape project on east, creating an attractive corridor to draw people downtown; drainage issues on the north side of town; and sidewalk improvements.

Sidewalks and walkability

When it comes to pedestrian traffic improvements in the Clearwater community, a lot has already been done. And more is on the horizon.

The city has completed walking trails at both City Park and the Chisholm Trail Sports Complex. The Chisholm Trail improvements were funded with a grant from the Sunflower Foundation, and the



City Park improvements were funded by the city.

"That project (City Park) was a priority for the governing body," said Marsh.

The city recently re-established its Park Advisory Board, and that is prompting additional new ideas for the community.

The city is currently in the middle of a walkability study, and a draft of that study's findings has gone out to the Clearwater City Council and other groups for their input.

"With this study, we can target grant

monies for additional improvements," said Marsh.

The goal, he said, would be to make all parts of the community accessible to residents of all ages through sidewalks and walking trails.

Continued housing growth

One of the major accomplishments in the past three years has been in the area of housing growth. The city implemented housing incentives for the community's



ABOVE LEFT: Clearwater city leaders are continuing to study the community's walkability. Recently-completed walking trails are available at City Park and the Chisholm Trail Sports Complex.

ABOVE: A downtown beautification project was completed in 2017.

LEFT: Clearwater continues to see new housing construction in three main developments.

three main developments, Chisholm Ridge, Park Glen Estates and Indian Lakes, and those incentive packages were very successful.

"Those incentives worked beyond our wildest dreams," said Marsh.

Now, because of the relative boom in new home construction in the community, the next phase of the Chisholm Ridge housing development is opening up. The city took over ownership of numerous lots when the development fell into financial trouble.

The city currently owns 18 of 26 remaining lots, and the hope is that incentives won't be needed to spur continued development. Marsh said there's already lots of interest in the next phase of Chisholm Ridge.

Park Glen Estates is being developed by Shaun Weaver, who worked closely with the city on the incentives package for that single-family home development. Indian Lakes, a multi-family project, is being developed by Ed Mikesell.

When Chisholm Ridge and Park Glen Estates are completed, the next big question for the city will be where to grow after that. The two directions the city can grow – north and east – both have advantages, and disadvantages.

“That's something we'll have to start looking at in the future,” said Marsh. “We've been able to spur growth in the community, and we've got a lot to be proud of that makes people want to call Clearwater home.”

A beautiful community, a rich history

Last year, the city completed a major downtown beautification project that dramatically enhanced the look and feel of the downtown area. The project was finished late in the year, and added several new design elements to the downtown area.

The work targeted Ross Avenue between Tracy and Lee streets, and was a nearly \$200,000 project.

The work included replacing sidewalks along that section of Ross Avenue with a decorative concrete pattern, and providing ADA-compliant curb heights. In addition to the work the city funded, other improvements for that part of downtown included new streetlights, benches, trash cans and trees that were funded privately by groups and individuals.

A light Up Clearwater fundraising effort got the ball rolling on the streetscape improvements, and several donations were made to help fund the other elements of the

project.

“There's been nothing but positives from the community about this project,” said Marsh. The city was able to fund a majority of the work with funds it had on hand for the street work, and the community rallied to help with the rest of the facelift.

Also in 2017, the Clearwater community was an important focal point of the Chisholm Trail 150th anniversary. Major events included a cattle drive that followed the trail, and Clearwater was a major river crossing point on the trail.

The 150th anniversary of the Chisholm Trail also was highlighted during the community's Fall Festival, giving additional opportunities for Clearwater to celebrate its role in the early years of this area.

“It was a wonderful celebration,” said Marsh. “So many people were able to come see the cattle drive, and we had some key volunteers who were actively involved in the entire celebration.”

Looking to the future

“Clearwater has a lot going for it, and I believe that we will continue to see this community stay vibrant and strong,” said Marsh.

With the downtown streetscape project complete, Marsh believes there is more that can be done to extend that look and feel to the east along Ross Avenue, which is the city's main corridor leading downtown.

“That look and feel downtown would have a tremendous impact if we could expand it,” said Marsh. “It would just naturally draw people downtown.”

The local school district is completing numerous facility improvements this year, and continues to be an anchor for the community and a draw for new residents. And, the residents of the community are a draw, as well.

“This is a warm and welcoming community, and it's such a great place to live,” said Marsh. “Our future looks bright.”



ABOVE: The Clearwater community sprung up along the historic Chisholm Trail. That heritage was celebrated as part of the 150th anniversary of the trail, which took place in 2017.

BELOW: Members of the Class of 1978 ride in the 2018 Fall Festival Parade.



Mayor Burt Ussery

Council Members: Laura Papish, Chris Griffin, William Titterington II, Shirley Palmer-Witt, Yvonne Coon

Ron Marsh, City Administrator
William Hisle, Police Chief

129 E. Ross Ave. | P.O. Box 453 | Clearwater, KS 67025
(620) 584-2311 | www.clearwaterks.org

Progress Edition 2020

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**City of Clearwater
City Council Meeting
July 24, 2020**

American Tower Corporation Prepaid Lease Option

Context: In 2009 the City entered into an agreement with American Tower Corporation to lease approximately 5 acres at 10740 S. 151st St. Clearwater (brush dump) for a cell phone tower. The lease was renewed in 2013 and was modified due to changes in the wireless industry in 2017. The terms of the original lease agreement included the option of four (4) five-year renewals.

Currently, American Tower pays a rent of \$822.20 based on the 2017 modified agreement. This monthly rent increases 3% each successive year of the agreement. Annual income to the City is \$9866.40.

Due to changes in the wireless industry including mergers/acquisitions and technology advancements that reshape the industry and modify its future, American Tower is proposing a conditional offer of a prepaid lease option. This prepayment would be \$168,000.00 to amend the lease expiration date to the year 2080. All other provisions of the current lease agreement remain the same (see attachment).

Financial: \$168,000.00 to the general fund vs. the monthly rent payment.

Legal Considerations: The City Attorney has reviewed the contract and conditional offer and can comment as necessary.

Recommendations/Actions: Discuss the conditional offer from American Tower in the amount of \$168,000 and either approve or continue with the monthly rental payments.



City Of Clearwater KS
Attn: Ron Marsh
PO Box 453
129 E Ross St
Clearwater, KS 67026-7824

RE: American Tower Site #273344Z

The wireless industry continues to see significant changes, including mergers / acquisitions and technology advancements that reshape the industry and modify its future. Over the past several years, an increasing number of landlords have opted to enter into a long term easements or prepaid lease programs. This enables you, the land owner to receive the financial benefit of the tower today, while putting the risk of the tower future in our hands. In connection with this interest and our own desire to establish a long-term relationship with the property owner, American Tower is pleased to present you with the following conditional offers:

Prepaid Lease Option:

- Lump sum cash payment of **\$168,000.00**

American Tower will amend your current lease by modifying the lease expiration date to the year 2080 in exchange for a one time rent payment. By doing so, American Tower retains the right to operate the tower during the next 60 years. All protections you currently enjoy under your existing lease agreement, including but not limited to, taxes, maintenance, etc. remain in effect. At the time of lease expiration you may choose to discuss with American Tower a new lease agreement if the tower is still needed.

**** Please note, this will not require any form of an easement, purchase or buy out. We are simply extending our existing relationship.

I look forward to discussing this proposal with you. It is important that I speak with you soon, as this offer is time sensitive. My office phone number is 817-431-4383. On behalf of American Tower, thank you for your consideration.

Respectfully,

Carolyn Srabian
Leasing Consultant for American Tower
Phone Number: (817) 431-4383
Email: csrabian@lyleco.com

"This offer is valid until 4/15/2020 and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all parties"

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between City of Clearwater, Kansas, ("**Landlord**") and American Towers LLC, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated March 19, 2009 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on March 19, 2009. Tenant shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s).
- 2. Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to Seven Hundred Seventy-Five and 00/100 Dollars (\$775.00) per month (the "**Rent**"). Commencing on March 19, 2017 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to City of Clearwater, KS.

798.25
+ 23.95
822.20

3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord hereby acknowledges and agrees that Tenant shall have the right, exercisable by Tenant at any time during the term of the Lease, to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon an as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate the foregoing description replacements, including, without limitation, amendments to the Lease and the Memorandum. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Right of First Refusal.** If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part or (ii) assign all or any portion of Landlord's interest in the Lease to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") [any such offer, the "***Offer***"], Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of

Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

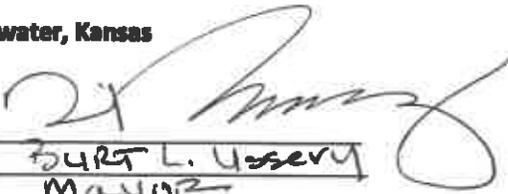
6. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except for Landlord's attorney, accountant, broker or lender, if any, or if otherwise required by applicable law, regulation or rule of any governmental authority, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 129 E. Ross P.O. Box 453, Clearwater, KS 69026; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

10. **Tower Removal and Removal Bond.** Tenant shall, upon expiration of the term, or within one hundred twenty (120) days after any earlier termination of the Lease, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Leased Premises to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes Tenant to remain on the Leased Premises after termination of the Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Tenant shall obtain and maintain during the Term of this Lease, as extended, a bond (the "Removal Bond") insuring payment of the costs to remove Tenant's building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and to restore the Leased Premises to its original condition, reasonable wear and tear and casualty damage excepted. The Removal Bond shall be in the amount of Forty Thousand and No/00 Dollars (\$40,000.00). The terms of the Removal Bond shall provide that the Removal Bond shall not be cancelled or terminated without thirty (30) days prior written notice from Tenant to Landlord. Within sixty (60) days following the Effective Date, Tenant shall provide Landlord with written evidence of the purchase of the Removal Bond.
11. **Compliance with Laws.** The Parties agree that the Lease is subject to all existing federal, state, and local laws and regulations.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Clearwater, Kansas

Signature: 

Print Name: BURT L. USEERY

Title: MAYOR

Date: 11/01/17

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Towers LLC
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Sedgwick, State of Kansas, and being known as
Sedgwick County APN: 267-26-0-23-00-002.00.

A tract of land in the northwest corner of Section 26, Township 29 South, Range 2 West, Sedgwick County, Kansas, described as: beginning at the southwest corner of the northwest corner of Section 25, thence north on section line 713.84 feet, thence east parallel with the south line of said northwest quarter 440.29 feet to the westerly right of way of the Missouri Pacific railroad, thence southwesterly along said right of way to the south line of said northwest corner thence west along the south line of said northwest corner 170.1 feet to the place of beginning. The above described property contains 5 acres, more or less.

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Leased Premises is comprised of approximately 5,625 square feet, more or less, located within the property.

~~A Parcel of land situated within the Northeast corner of Section 28, Township 20 South, Range 2 West, Sedgewick County, Kansas, and known as being a proposed 75' by 75' Lease Premises over, upon and through the lands described in deed to City of Clearwater by Deed Book 246, page 639 of the aforesaid County Records of Deeds and being more particularly described as follows:~~

~~Commences at a Pinco Post located at the Northeast corner of said plot; thence run S 50°22'51" W a distance of 74.17' feet to the point of beginning.~~

~~thence run S 15°28'06" W a distance of 75.00 feet to an iron rod;
thence run N 74°31'34" W a distance of 75.00 feet to an iron rod;
thence run N 15°28'06" E a distance of 75.00 feet to an iron rod;
thence run S 74°31'34" E a distance of 75.00 feet to the point of beginning.~~

~~Encumbering 5,625 square feet or 0.1291 acres, more or less.~~

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Christopher Flammer, Esq.
ATC Site No: 273344
ATC Site Name: Clearwater, KS
Assessor's Parcel No(s): 267-26-0-23-00-002.00

State of Kansas
County of Sedgwick

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 10 day of January, 2011 by and between **City of Clearwater, Kansas ("Landlord")** and **American Towers LLC, a Delaware limited liability company ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement, dated March 19, 2009 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
- Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be March 18, 2054. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
- Right of First Refusal.** There is a right of first refusal in the Lease.

Site No: 273344
Site Name: Clearwater, KS

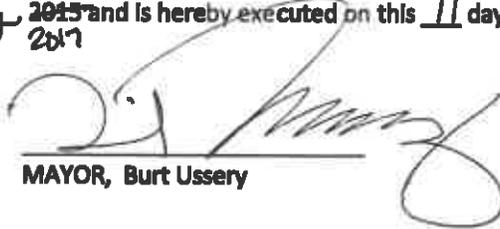
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 129 E. Ross, P.O. Box 453, Clearwater, KS 69026, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

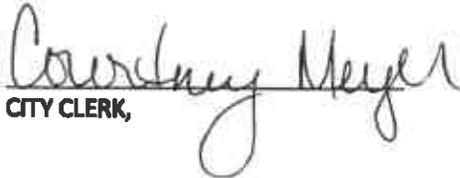
LANDLORD

THIS FIRST AMENDMENT TO LEASE AGREEMENT was approved by vote the City Council of the City of Clearwater, Kansas on the 10 day of January, ~~2015~~ ²⁰¹⁷ and is hereby executed on this 11 day of January, ~~2015~~ ²⁰¹⁷


MAYOR, Burt Ussery

SEAL

ATTEST:


CITY CLERK,

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this 11th day of January, ~~2015~~ ²⁰¹⁷, before me, a Notary Public, came Burt Ussery, who is known to me to be the Mayor of Clearwater, Kansas and who personally acknowledged execution of the foregoing First Amendment to Lease Agreement, and Courtney Meyer, who is known to me to be the City Clerk of Clearwater, Kansas and who personally acknowledged attesting the signature of said Mayor Burt Ussery.


NOTARY PUBLIC
My Appointment Expires: 5-23-20



[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESS

American Towers LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Sedgwick, State of Kansas, and being known as
Sedgwick County APN: 267-26-0-23-00-002.00.

A tract of land in the northwest corner of Section 26, Township 29 South, Range 2 West, Sedgwick County, Kansas, described as: beginning at the southwest corner of the northwest corner of Section 25, thence north on section line 713.64 feet, thence east parallel with the south line of said northwest quarter 440.29 feet to the westerly right of way of the Missouri Pacific railroad, thence southwesterly along said right of way to the south line of said northwest corner thence west along the south line of said northwest corner 170.1 feet to the place of beginning. The above described property contains 5 acres, more or less.

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Leased Premises is comprised of approximately 5,625 square feet, more or less, located within the property.

A Parcel of land situated within the Northwest corner of Section 28, Township 29 South, Range 2 West, Sedgewick County, Kansas, and known as being a proposed 75' by 75' Lease Premises over, upon and through the lands described in deed to City of Clearwater by Deed book 248, page 639 of the aforesaid County Records of Deeds and being more particularly described as follows:

Commence at a Fence Post located at the Northeast corner of said plot; thence run S 50°22'51" W a distance of 76.17' feet to the point of beginning.

**thence run S 15°28'06" W a distance of 75.00 feet to an iron rod;
thence run N 74°31'54" W a distance of 75.00 feet to an iron rod;
thence run N 10°28'06" E a distance of 75.00 feet to an iron rod;
thence run S 74°31'54" E a distance of 75.00 feet to the point of beginning.**

Encumbering 5,625 square feet or 0.1291 acres, more or less.

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Christopher Flammer, Esq.
ATC Site No: 273344
ATC Site Name: Clearwater, KS
Assessor's Parcel No(s): 267-26-0-23-00-002-00

RESOLUTION AND CONSENT AFFIDAVIT

City of Clearwater, Kansas

Be It known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "*Affiants*") of the above referenced entity (the "*Landlord*"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to American Towers LLC, a Delaware limited liability company (the "*Tenant*") under a Lease Agreement originally dated March 19, 2009 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "*Lease*").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "*Amendment*") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

Signature: [Signature]
Print Name: BURT L. USSERY
Date: 1/10/17

WITNESS

Signature: [Signature]
Print Name: Courtney Meyer

Title: (circle one) Member, Partner, Director, Shareholder Officer Trustee

Percentage Ownership or Voting Interest: NA %

Signature: [Signature]
Print Name: BURT L. USSERY

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Kansas

County of Sedgwick

On this 11th day of January, 2017, before me, the undersigned Notary Public, personally appeared Burt + USSERY, mayor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Carol L. Reitberger
My commission expires: 5-23-20



[SEAL]

Clearwater Financials YTD JUNE 2020

We are 50% of the way through our budget year

	CY Budget	CY YTD Actual	CY ATD % Budget	NOTES
Fund: 100 - GENERAL				
Revenues				
Dept: 000.000	2,379,599.68	1,758,378.71	73.89	
Revenues	2,379,599.68	1,758,378.71	73.89	
Expenditures				
Dept: 000.000				
ADMINISTRATION	872,601.58	380,548.86	43.61	
SENIOR CENTER	52,851.85	19,226.29	36.38	
POLICE	735,273.00	309,386.21	42.08	
COURT	108,465.55	34,276.95	31.60	
PUBLIC WORKS	146,379.11	58,377.71	39.88	
FIRE	194,220.80	56,160.22	28.92	
PARK	132,575.59	42,916.81	32.37	
POOL	87,439.80	21,752.93	24.88	
MUSEUM BUILDING	8,900.00	4,191.79	47.10	
LIBRARY	11,350.00	4,762.26	41.96	
CAPITAL IMPROVEMENT	50,000.00	0.00	0.00	
Expenditures	2,400,057.28	931,600.03	38.82	
Fund: 206 - SPECIAL HIGHWAY				
Revenues				
Dept: 000.000	99,720.00	50,932.90	51.08	
Revenues	99,720.00	50,932.90	51.08	
Expenditures				

Dept: 000.000

33,172.00

2,210.18

6.66

Expenditures

33,172.00

2,210.18

6.66

Fund: 207 - DEPARTMENT ON AGING

Revenues			
Dept: 000.000	18,000.00	7,506.25	41.70
Revenues	18,000.00	7,506.25	41.70
Expenditures			
Dept: 000.000	19,973.10	7,226.06	36.18
Expenditures	19,973.10	7,226.06	36.18

Fund: 209 - SPECIAL PARKS

Revenues			
Dept: 000.000	42,065.69	1,040.94	2.47
Revenues	42,065.69	1,040.94	2.47
Expenditures			
Dept: 000.000	90,000.00	8,804.00	9.78
Expenditures	90,000.00	8,804.00	9.78

Fund: 501 - WATER OPERATING

Revenues			
Dept: 000.000	413,175.00	195,235.92	47.25
Revenues	413,175.00	195,235.92	47.25
Expenditures			
SEWER - COMMERCIAL & ADM.	437,355.28	139,544.29	31.91
Expenditures	437,355.28	139,544.29	31.91

Fund: 550 - SEWER OPERATING

Revenues			
Dept: 000.000	541,600.00	266,246.46	49.16
Revenues	541,600.00	266,246.46	49.16
Expenditures			
SEWER - COMMERCIAL & ADM.	602,504.14	103,659.47	17.20
Expenditures	602,504.14	103,659.47	17.20