

RESOLUTION NO. R-14-08

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE REPLACEMENT WATER TOWER LEASE AGREEMENT WITH VERIZON WIRELESS, LLC FOR THE ANTIOCH WATER TOWER SITE.

WHEREAS, on August 27, 2012, the City Council authorized a Replacement lease agreement with Verizon Wireless, LLC for the Antioch Water Tower for up to 20 years; and

WHEREAS, Verizon has submitted a request to remove three (3) existing antennas and replace them with three (3) AWS antennas, to add three (3) Remote Radio Units, and to add three (3) small raycap boxes with three (3) hybridflex cable lines; and

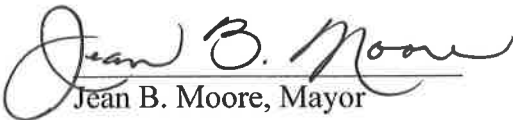
WHEREAS, Verizon has agreed to pay an additional Two Hundred Dollars (\$200.00) in monthly rent for the new equipment; and

WHEREAS, the City Council finds that the terms of the proposed Amendment with Verizon are in the best interests of the City and promotes the general welfare of its citizens.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT the City Manager is authorized to execute the First Amendment to the Replacement Water Tower Lease Agreement and all other documents necessary to carry out the intent of the Council in concluding this matter.

INTRODUCED, READ, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 10TH DAY OF FEBRUARY 2014.


Jean B. Moore, Mayor

ATTEST:


Cathy Swenson, City Clerk

Res 1408
2.10.14

FIRST AMENDMENT TO REPLACEMENT WATER TOWER LEASE AGREEMENT

This FIRST AMENDMENT TO REPLACEMENT WATER TOWER LEASE AGREEMENT ("Amendment") is made this 14 day of April, 2014 by and between the City of Gladstone, Missouri ("Lessor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Lessor and Lessee are parties to a Replacement Water Tower Lease Agreement dated September 20, 2012 ("Lease"), whereby Lessor has leased a portion of Lessor's Property (the "Premises," as defined in the Lease) to Lessee to construct, operate and maintain a communications facility, including required antennas and equipment structure(s), as situated substantially as shown on Exhibit A attached to the Lease.

B. Lessee desires to modify its equipment currently installed on the Tower, and the Parties therefore desire to enter into this Amendment to reflect the approved equipment modifications, to provide for a corresponding increase in the monthly rent under the Lease, and to otherwise amend the Lease as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Equipment. Exhibit "B" to the Lease is hereby deleted in its entirety and replaced and superseded with Exhibit "B" (First Amendment), which is attached hereto. For all purposes under the Lease, all references to Exhibit "B" shall hereinafter mean and refer to Exhibit "B" (First Amendment).

2. Rent. As consideration for the equipment modifications permitted by this Amendment, the current monthly rent shall be increased by \$200.00 commencing on the first day of the month following the date on which Lessee commences installation of the equipment modifications. Lessor and Lessee agree that they shall acknowledge in writing the date that installation was commenced. Lessor and Lessee further acknowledge and agree that the initial increased monthly rent payment(s) shall not actually be sent by Lessee until 45 days after the written acknowledgement confirming the date on which Lessee commenced installation of the equipment modifications.

3. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment. Except where otherwise expressly indicated herein, the terms and provisions of this Amendment shall be deemed effective from and after the date of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to Replacement Water Tower Lease Agreement to be executed by each party's duly authorized representative effective as of the date first above written.

LESSOR:

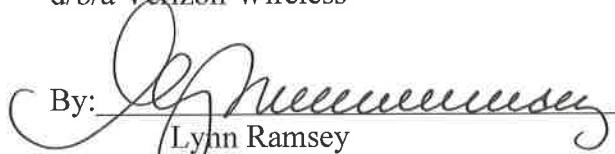
City of Gladstone, Missouri

By: 
Kirk Davis
City Manager

Date: April 14, 2014


LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: 
Lynn Ramsey
Area Vice President Network

Date: 3/31/14

Attest:

By: 
Cathy Swenson
City Clerk

Date: 4-15-14



EXHIBIT "B" (First Amendment)

Communications Equipment

Proposed Equipment is defined below:

Number of Antennas:	12
Number of Transmission Lines:	18
Diameter of Transmission Lines:	1 5/8"
Location of Antenna(s) (Approved RAD Center):	132' – 10"
Generator Specifications:	50KW Diesel
Additional Equipment to be placed on Tower:	Three (3) RRU's with Three (3) Hybriflex Cables



14-04

OFFICE OF THE CITY COUNSELOR

TO: MAYOR JEAN B. MOORE
MAYOR PRO TEM BRIAN HILL
COUNCILMEMBER CAROL SUTER
COUNCILMAN BILL GARNOS
COUNCILMAN GARY MARKENSON
CITY MANAGER KIRK L. DAVIS

FROM: CITY COUNSELOR RANDALL D. THOMPSON

DATE: FEBRUARY 6, 2014

RE: AMENDMENTS TO WATER TOWER LEASE AGREEMENTS
WITH VERIZON

Two water tower lease amendments appear on the February 10, 2014 Agenda for approval. The amendments provide for the removal and installation of communications equipment and a \$200.00 increase in monthly rent for both the Linden and Antioch water tower sites. City staff has reviewed the project and approved the plans.

Please contact me with any questions you may have.