

## **RESOLUTION R-23-47**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FOURTH AMENDMENT TO THE ANTENNA SITE LEASE WITH T-MOBILE CENTRAL, LLC, AT THE LINDEN WATER TOWER.**

**WHEREAS**, T-Mobile Central LLC (“Lessee”), currently maintains equipment at the City of Gladstone, Missouri (“City”) Linden water tower pursuant to an Antenna Site Lease originally dated October 15, 1996 (“Lease”); and

**WHEREAS**, the term of the Lease expires on January 27, 2027; and

**WHEREAS**, the Tenant has requested that the term of the Lease be extended for a new initial term of five years commencing on January 28, 2027, and for up to five additional five year terms thereafter; and

**WHEREAS**, the City and Lessee have negotiated terms for said extensions including rent adjustments pursuant to the terms of a Fourth Amendment to the Antenna Site Lease at the Water Linden Water Tower; and

**WHEREAS**, the City Council desires for the City to enter into the Fourth Amendment to Antenna Site Lease at the Linden Water Tower with the Lessee.


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

**THAT**, the City Manager of the City of Gladstone is hereby authorized to execute the Fourth Amendment to Antenna Site Lease at the Linden Water Tower with T-Mobile Central, LLC.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14TH DAY OF AUGUST 2023.**

  
Jean B. Moore, Mayor

ATTEST:

  
Kris Keller, City Clerk



## ***Request for Council Action***

**RES** ☒ # R-23-47

**BILL** ☐ # City Clerk Only

**ORD** ☐ # City Clerk Only

Date: 8/7/2023

Department: Finance

Meeting Date Requested: 8/14/2023

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: T-Mobile Linden Water Tower Lease Amendment

Background: The City has leased space on water towers and elevated buildings to telecommunications companies for decades. The leased space allows companies to utilize a portion of the water tower (or building) for antennas and associated equipment. The towers provide the citizens and businesses of the City improved connectivity and cell coverage.

Budget Discussion: N/A

Public/Board/Staff Input: The City and T-Mobile entered into a lease agreement in 1996 (Voice Stream was renamed T-Mobile in 2002), for the City to lease space on the Linden water tower for antennas and associated equipment. Since that time, there have been three amendments to this lease. The current lease does not expire until 2027, but T-Mobile is wanting to be proactive to secure the lease into future years. The proposed lease continues the conditions from the previous amendment. The agreement is for a term of 5 years with the option of five additional, five year terms, with an annual rent escalation of 3% per year.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Dominic Accurso  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager

#### **FOURTH AMENDMENT TO ANTENNA SITE LEASE AT LINDEN WATER TOWER**

This Fourth Amendment to Antenna Site Lease at Linden Water Tower (the "**Fourth Amendment**") is effective as of the last signature below (the "**Effective Date**") by and between City of Gladstone, a Missouri municipal corporation ("**City**") and T-Mobile Central LLC, a Delaware limited liability company ("**Lessee**") (each a "**Party**", or collectively, the "**Parties**").

City and Lessee (or their predecessors-in-interest) entered into that certain Antenna Site Lease at Linden Water Tower dated October 15, 1996, including that certain Amendment to Antenna Site Lease dated March 26, 2002, and Second Amendment to Antenna Site Lease at Linden Water Tower dated January 27, 2012, and Third Amendment to Antenna Site Lease at Linden Water Tower dated November 14, 2012, (including all amendments, collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at 480 NE 71st, Gladstone, MO 64118 (the "**Property**").

For good and valuable consideration, City and Lessee agree as follows:

1. At the expiration of the Lease, the term of the Lease will automatically be extended for five (5) additional and successive five (5) year terms, each included as an Additional Renewal Term, provided that Lessee may elect not to renew by providing City at least thirty (30) days' notice prior to the expiration of the then current Additional Renewal Term.
2. At the commencement of the first Additional Renewal Term provided for in this Fourth Amendment, Lessee shall pay City Eleven Thousand One Hundred Ninety-Two and 41/100 Dollars (\$11,192.41) per quarter as Rent, partial calendar months to be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar month.

Thereafter, notwithstanding anything to the contrary in the Lease, the Rent will escalate by three percent (3%) of the Rent in effect for the previous year on January 28, 2028, and each anniversary thereafter. Where duplicate Rent would occur, a credit shall be taken by Lessee for any prepayment of duplicate Rent by Lessee.

3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. City or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ A5C0055A

If to City:

City of Gladstone  
7010 N. Holmes  
Gladstone, Missouri 6418

4. Lessee and City will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
5. Except as expressly set forth in this Fourth Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Fourth Amendment conflicts with the terms of the Lease, the terms and provisions of this Fourth Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Fourth Amendment.
6. This Fourth Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Fourth Amendment will legally bind the Parties to the same extent as originals.
7. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Fourth Amendment. City represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Fourth Amendment. If City is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) City is solely responsible for all commission, fees or other payment to Agent and (b) City shall not impose any fees on Lessee to compensate or reimburse City for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Fourth Amendment or any future amendment.
8. This Fourth Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS, the Parties execute this Fourth Amendment as of the Effective Date.

**CITY:**

**City of Gladstone,  
a municipal corporation**

By: \_\_\_\_\_

Print Name: Robert M. Baer

Title: City Manager

Date: 08/16/23

**LESSEE:**

**T-Mobile Central LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_

Print Name: Lisa Boyer

Title: Sr. Manager, Technology Sourcing

Date: 9/15/2023

