

RESOLUTION R-25-27

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIFTH 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 City and Lessee have negotiated terms for rent adjustments pursuant to the terms of a Fifth Amendment to the Antenna Site Lease at the Water Linden Water Tower during the process of painting the structure; and

WHEREAS, the City Council desires for the City to enter into the Fifth 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 Fifth 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 12TH DAY OF MAY 2025.



Mayor Les Smith

ATTEST:



Kris Keller, City Clerk



Request for Council Action

RES # R-25-27

BILL # City Clerk Only

ORD # City Clerk Only

Date: 5/6/2025

Department: General Administration

Meeting Date Requested: 5/12/2025

Public Hearing: Yes Date: Click here to enter a date.

Subject: A Resolution authorizing the City Manager to enter into a Fifth Amendment to the antenna site lease with T-Mobile Central LLC, at the Linden water tower.

Background: The process of painting the Linden water tower includes the removal and temporary relocation of telecommunication equipment that is in place on the tower due to contractual agreements with various cell phone carriers. Because of the limited real estate owned by the City surrounding the tower, a temporary pole must be erected on adjacent property owned by Cochran Dental. Because of the need to compensate the property owner during this short-term, the City has negotiated a Fifth Amendment to the current T-Mobile lease, which reduces the monthly rent payment by 50% while the tower is being repainted; not to exceed 120 days.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

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

Bob Baer
Department Director/Administrator

CW
City Attorney

BB
City Manager

Site #: A5C0055A
Market: Kansas City

FIFTH AMENDMENT TO ANTENNA SITE LEASE AT LINDEN TATER TOWER

THIS FIFTH AMENDMENT TO ANTENNA SITE LEASE AT LINDEN WATER TOWER ("Amendment") is made and entered into by and between the City of Gladstone, a municipal corporation ("Lessor"), and T-Mobile Central LLC, a Delaware limited liability company ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Antenna Site Lease at Linden Water Tower dated October 15, 1996 (including any prior amendments, the "Lease"), with respect to Premises located at 480 NE 71st Street, Gladstone, Missouri 64118

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Notwithstanding anything to the contrary in the Lease, Effective July 1, 2025, Lessor agrees to abate a portion of the Base Rent in the amount of Five Thousand One Hundred Twenty-One and 32/100 Dollars (\$5,121.32) per month for four (4) full calendar months (the "Abatement Period"). During the Abatement Period, Tenant shall only be obligated to pay the portion of Base Rent that remains after applying such monthly abatement. Under no circumstances shall Tenant be required to repay any abated rent.


2. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

3. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

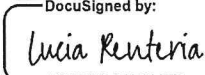
IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

[Remainder of this page intentionally left blank.]

**City of Gladstone,
a municipal corporation**

By: 
Name: Robert M. Baer
Title: City Manager
Date: 07/28/25

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

DocuSigned by:

By: Lucia Renteria
Name: Lucia Renteria
Title: Sr Director, Eng. Development
Date: 7/15/2025

