

RESOLUTION R-25-79

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FOURTH AMENDMENT TO THE ANTENNA SITE LEASE WITH NEW CINGULAR WIRELESS PCS, LLC, AT THE ANTIOCH WATER TOWER.

WHEREAS, New Cingular Wireless PCS, LLC (“Tenant”), currently maintains equipment at the City of Gladstone, Missouri (“City”) Antioch Water Tower pursuant to an Antenna Site Lease originally dated April 26, 2005 as amended by a first amendment dated September 22, 2011, by a second amendment dated August 15, 2014, and by a third amendment dated April 19, 2016 (collectively the “Lease”); and


WHEREAS, the City and Lessee have negotiated terms for a fourth amendment to the Antenna Site Lease at Antioch Water Tower including updated site plans, a revised notice provision, and terms for the usage of Unmanned Aircraft System (“UAS”); and

WHEREAS, The City Council desires for the City to enter into the Fourth Amendment to the Antenna Site Lease at Antioch Water Tower.

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 the Antenna Site Lease at Antioch Water Tower with New Cingular Wireless, PCS, LLC and take such other actions as may be necessary to effectuate the intent of this Resolution.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF DECEMBER 2025.



Mayor Les Smith

ATTEST:



Kris Keller, City Clerk



Request for Council Action

RES # R-25-79

BILL # City Clerk Only

ORD # City Clerk Only

Date: 12/3/2025

Department: General Administration

Meeting Date Requested: 12/8/2025

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

Subject: A Resolution Authorizing the City Manager to enter into a Fourth Amendment to the Antenna Lease with New Cingular Wireless PCS, LLC, at the Antioch Water Tower.

Background: City Staff has been in contact with the representatives of New Cingular Wireless PCS, LLC, ("New Cingular") regarding negotiating terms for a Fourth Lease Amendment for the Antioch Water Tower. After discussions and review of proposed changes related to site plans, notice requirements, and usage of Unmanned Aircraft System ("UAS") the City and New Singular have reached an agreement to the terms of the Fourth Lease Amendment.

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

JA
City Attorney

BB
City Manager

Market: Greater Midwest
Cell Site Number: KS5539
Cell Site Name: North Brighton
Fixed Asset Number: 10063639

FOURTH AMENDMENT TO ANTENNA SITE LEASE AT ANTIOCH WATER TOWER

THIS FOURTH AMENDMENT TO ANTENNA SITE AT ANTIOCH WATER TOWER (“**Amendment**”), is dated to be effective as of the latter of the signature dates below, by and between City of Gladstone, a municipal corporation, having a mailing address of 7010 North Holmes Street, Gladstone, MO 64118 (“**City**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Cingular**”).

WHEREAS, City and Cingular entered into an Antenna Site Lease at Antioch Water Tower dated April 26, 2005, as amended by that certain First Amendment to Antenna Site Lease dated September 22, 2011, as amended by that certain Second Amendment to Antenna Site Lease dated August 15, 2014, as amended by that certain Third Amendment to Antenna Site At Antioch Water Tower dated April 19, 2016, by which City leased to Cingular certain Premises, therein described, that are a portion of the Property located at 6803 NE Antioch Road, Gladstone, MO 64119 and commonly known as the Antioch Water Tower (collectively, the “**Lease**”); and

WHEREAS, Cingular desires to change, modify or relocate the Antenna Facilities, which City is willing to approve; and

WHEREAS, City and Cingular desire to amend the Lease to modify the notice section; and

WHEREAS, City and Cingular desire to amend the Lease further as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Cingular agree as follows:

1. **New Exhibit A-2.** Cingular shall have the right, in its sole discretion, to change, modify or relocate the Antenna Facilities as more completely described on attached Exhibit A-2. City’s execution of this Amendment will signify City’s approval of Exhibit A-2. Exhibit A-2 hereby replaces Exhibit A-1, B-1, and C-1 to the Lease.

2. **Notices.** Section 30 of the Lease is deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be addressed to the parties as follows.

If to CITY: City of Gladstone, Missouri
Attn. City Attorney
Gladstone City Hall
7010 North Holmes St
Gladstone, MO 64118

If to CINGULAR: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # KS5539
Cell Site Name: North Brighton
Fixed Asset #: 10063639
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

EXHIBIT A-2

DESCRIPTION OF ANTENNA FACILITIES

Page 1 of 15

The Antenna Facilities will consist of the following:

Ground Space Requirements: Approximately 230 sq ft of ground space

Equipment at a centerline of 115'

- (3) sector frame mounts
- (9) Antennas
- (3) Antennas (reserved loading)
- (12) RRUS
- (3) Surge Suppressors
- (6) DC trunks
- (3) Fiber cables
- (12) 1-5/8" coax (reserved loading)
- (2) Junction boxes
- (2) GPS antennas (mounted on the shelter/ground)

As further depicted on the attached drawings

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Cingular.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

With copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # KS5539
Cell Site Name: North Brighton
(MO)
Fixed Asset #: 10063639
208 S. Akard Street
Dallas, Texas. 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided in this Section.

3. **Unmanned Aircraft System.** City grants Cingular, and any Unmanned Aircraft System ("UAS") operator acting on Cingular's behalf, express permission to use a UAS to fly over the applicable Property and Premises in connection with Cingular's installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, and to use audio and video navigation and recording in connection with the use of the UAS. Provided however, the City's permission to use UAS over the applicable Property and Premises is contingent on Cingular's, or any UAS operator acting on Cingular's behalf, compliance with all federal law regarding the flight of UAS.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined in this Amendment shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the latter of the signature dates below.


CITY:

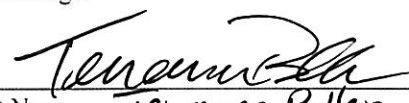
City of Gladstone
a municipal corporation

CINGULAR:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Robert M. Baer
Its: City Manager
Date: 12/11/2015

By: 
Print Name: Terrence Bolter
Its: Associate Director
Date: 12/12/25

CITY REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Missouri)
)
COUNTY OF Clay)
)

The foregoing instrument was acknowledged before me this 11 day of December 2025, by Kristina Keller
the city clerk of City of Gladstone Mo.

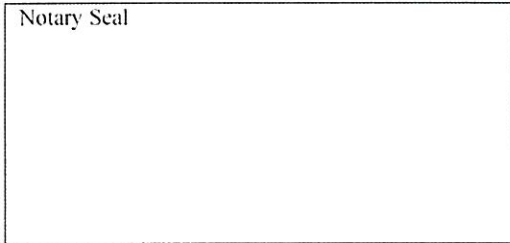


Kristina Keller
(Signature of Notary)
My Commission Expires: March 23, 2026

CITY INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)
)

The foregoing instrument was acknowledged before me this ____ day of _____ 202__, by _____

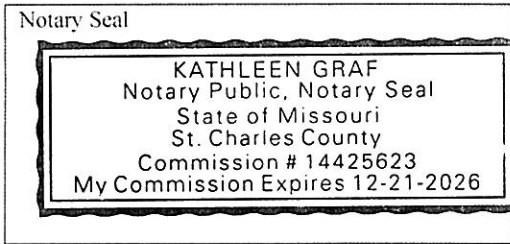


(Signature of Notary)
My Commission Expires: _____

CINGULAR ACKNOWLEDGEMENT

STATE OF Missouri)
)
COUNTY OF St Charles)
)

The foregoing instrument was acknowledged before me this 12 day of December 2025, by Terrance Belle
the Associate Director of AT&T Mobility Corporation.



Kathleen Graf
(Signature of Notary)
My Commission Expires: 12/21/2026