

**RESOLUTION NO. R-26-13**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE SITE LEASE WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS AT 5925 N. FLORA AVENUE.**

**WHEREAS**, CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS (“Tenant”), currently maintains equipment at the City of Gladstone, Missouri (“City”) at 5925 N. Flora Avenue pursuant to a Site Lease originally dated January 19, 2009 (collectively the “Lease”); and

**WHEREAS**, the City and Lessee have negotiated terms for a first amendment to the Site Lease at 5925 N. Flora Avenue 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 First Amendment to the Antenna Site Lease at 5925 N. Flora Avenue.

**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 First Amendment to the Site Lease at 5925 N. Flora Avenue with Cellco Partnership d/b/a Verizon Wireless 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 9TH DAY OF MARCH 2026.**

  
\_\_\_\_\_  
Mayor Les Smith

ATTEST:

  
\_\_\_\_\_  
Kris Keller, Deputy City Clerk



## *Request for Council Action*

RES # R-26-13

BILL # City Clerk Only

ORD # City Clerk Only

Date: 3/4/2026

Department: Finance

Meeting Date Requested: 3/9/2026

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

**Subject:** A Resolution Authorizing the City Manager to enter into a First Amendment to the Antenna Lease with Cellco Partnership d/b/a Verizon Wireless at 5925 N. Flora Avenue.

**Background:** City Staff has been in contact with the representatives of Cellco Partnership, an authorized representative of Verizon Wireless regarding negotiating terms for a First Lease Amendment for 5925 N. Flora Avenue. After discussions and review of proposed changes related to site plans, notice requirements, and usage of Unmanned Aircraft System ("UAS") the City and Verizon Wireless 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.

Matt Dayton  
Department Director/Administrator

JA  
City Attorney

BB  
City Manager

## FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between the City of Gladstone, Missouri (“Lessor”), and Cellco Partnership d/b/a Verizon Wireless (“Lessee”). Lessor and Lessee (or their predecessors in interest) entered into that certain Land Lease Agreement dated January 19, 2009, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which Lessee is leasing from Lessor a portion of that certain property located at 5925 North Flora Avenue, Gladstone, Clay County, State of Missouri, as more particularly described in the Agreement. Lessor and Lessee may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on March 31, 2029. Commencing on April 1, 2029, the Agreement shall be extended for five (5) years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for five (5) additional terms of five (5) years each (each, an “Additional Extension Term”), unless Lessee terminates the Agreement by giving Lessor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on April 1, 2029, the monthly rent shall be \$1,806.12 to be paid on the first day of the month in advance to Lessor or such other person as Lessor may designate in writing at least 30 days in advance of any rental payment date. Thereafter, beginning on April 1, 2030, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of April 1, 2030 thereafter.

3. Notice Address. The notice address for Lessee in the Agreement is hereby amended as follows:

If to Lessee: Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

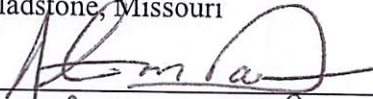
5. Ratification and Reaffirmation. Lessor and Lessee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, this First Amendment is effective and entered into as of the date last written below.

**Lessor:**

City of Gladstone, Missouri

By:   
Name: Robert M. Baer  
Title: City Manager  
Date: 04/14/26

**Lessee:**

Cellco Partnership  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_