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COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Jerry Ewers, Acting City Administrator
FROM: Jodi Royal-Goodwin, Community Development Director
DATE: November 21, 2019
RE: Request to Approve the First Amendment to the Rooftop Space Lease between the Muscatine Municipal Housing Agency and USCOC of Greater Iowa

INTRODUCTION:

January 21, 2016, City Council approved a lease for rooftop space at the Clark House with USCOC of Greater Iowa. The Lessee has requested an amendment to the lease to facilitate equipment upgrades. There is no change to other terms, financial or legal, of the lease.

BACKGROUND:

The Muscatine Municipal Housing Agency (MMHA), identified by HUD as the Low Rent Housing Commission in recorded documents, began leasing rooftop space to two entities in 2001. Currently USCOC and AT&T lease rooftop space at the Clark House. These leases provide approximately \$26,400 additional income to support operations and maintenance of the project.

The current USCOC lease became effective July 3, 2018, with an initial 5-year term and automatic 5-year extensions through July 2, 2048. The lease may be terminated by MMHA with a 60 day notice prior to any automatic renewal.

RECOMMENDATION:

It is recommended the City Council, acting as the Muscatine Public Housing Agency Board of Commissioners, approve the attached amendment to the lease with USCOC for rooftop space at the Clark House.

DOCUMENTATION:

First Amendment to Rooftop Space Lease

FIRST AMENDMENT to ROOFTOP SPACE LEASE

This First Amendment to Rooftop Space Lease (“Amendment”), made this _____ day of _____, 20____, by between Low Rent Housing Commission, DBA Muscatine Municipal Housing Agency, 215 Sycamore, Muscatine, Iowa 52716 (“Landlord”) and USCOC of Greater Iowa, LLC, a Delaware limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, (“Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Lease, dated February 9, 2016 (“the Lease”), providing for the leasing of a portion of the Lessor’s rooftop (“Premises”) located at 117 West 3rd Street (Clark House) located in the City of Muscatine, County of Muscatine, State of Iowa;

WHEREAS, Tenant utilized the Premises for the operation of a mobile telecommunications base station and;

WHEREAS, the Parties wish to document Tenant’s intended changes to equipment as said Site.

NOW THEREFORE, in consideration of the terms of the Lease and this First Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- I. Lease Exhibit B and Exhibit C is hereby deleted and replaced with the following attached Amendment Exhibit B-1 and Amendment C-1.
- II. In all other respects the Rooftop Space Lease is hereby ratified and affirmed without change.

[END OF LEASE-SIGNATURE PAGE FOLLOWS]

Site Name: Muscatine DT

Site Number: 760350

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Rooftop Space Lease as of the last signature below.

LANDLORD: Low Rent Housing
Commission, DBA Muscatine Municipal
Housing Agency

TENANT:
USCOC of Greater Iowa LLC

By: _____

By: _____

Printed: Diana L. Broderson

Printed: _____

Title: Mayor

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]