

**POCATELLO/CHUBBUCK SCHOOL DISTRICT NO. 25  
BOARD OF TRUSTEES**

**SPECIAL MEETING/WORK SESSION TO DISCUSS OUTSTANDING FOOD SERVICE ACCOUNT BALANCES;  
CELL TOWER LAND LEASE PROPOSAL; AND RESOLUTION TO ALLOW PUBLIC SAFETY OFFICERS TO  
CARRY GUNS ON SCHOOL PROPERTY AT ISU**

**Board Room at the Education Service Center  
3115 Pole Line Road  
Pocatello, ID 83201**

**Tuesday, July 15, 2014  
4:30 p.m.**

**AGENDA**

- 1. Welcome, Call to Order and Statement of Purpose – Chair Gebhardt**
- 2. Options Regarding Outstanding Food Service Account Balances – Mr. Reed**  
Included in the packet are options for addressing the issue of outstanding food service account balances. Mr. Reed will review the proposed options and will answer any questions at the time of the meeting. He will also review guidelines from the USDA that were sent for School District consideration for 2015-16 which are included in the packet. Also included is information relative to the Community Eligibility Provision which Mr. Reed will speak to at the time of the meeting. The Board will be asked to consider any action regarding outstanding food service account balances during the Regular Board Meeting under Old Business.
- 3. Cell Tower Land Lease Proposal – Mr. Reed**  
Included in the packet is documentation relative to the proposal from Rage Communication to lease land from the District at Chubbuck Elementary for the placement of a monopole site. Mr. Reed will review the information and will answer any questions at the time of the meeting. The Board will be asked to accept or reject moving forward with the proposal during the Regular Board Meeting under Old Business.
- 4. Resolution to Allow ISU Public Safety Officers to Carry Guns on School Property at ISU – Ms. Vagner**  
Included in the packet is a proposed Resolution to allow ISU Public Safety Officers to carry guns on school property in Albion Hall at ISU. Ms. Vagner will review the proposed Resolution and will answer any questions at the time of the meeting. The Board will be asked to consider adopting the Resolution during the Regular Board Meeting under Old Business.
- 5. Adjourn**



**United States Department of Agriculture**  
Office of the Secretary  
Washington, D.C. 20250

Dear Chief State School Officer:

The National School Lunch and School Breakfast Programs play a critical role in ensuring that America's children have access to the nutritious food they need to learn and succeed in the classroom. The Department of Agriculture (USDA) is deeply troubled by a recent incident where meals were taken away from several elementary school children, allegedly due to outstanding balances on their school meal accounts. Fortunately, we believe this was an isolated incident. However, we believe that such an issue, should it arise again in the future, should be handled in a way that first and foremost respects and protects students from undue embarrassment and stigma.

The Food and Nutrition Service (FNS) is concerned whenever circumstances beyond a child's control, such as not having money on hand or in their lunch account, prevent the child from receiving a regular school meal. Denying or taking food away from children is a form of punishment and stigmatizes children whose parents are behind on payments. While addressing unpaid meal charges is ultimately a local policy, States and local educational agencies (LEAs) can take positive steps to prevent potential issues:

- Schools should ensure that charges are not being applied to children who are eligible for free meals. A child's eligibility status can change, so families not eligible at the beginning of the school year may become eligible later in the year. Eligible children may also not be receiving free meals due to perceived paperwork burden or language barriers.
- State and local officials are responsible for setting clear policies on collecting payment for school meals and might consider a more robust notification system for households with low balances. A variety of strategies for collecting debts can be used, including sending requests to parents for repayment via phone, email, or letter; or working with school principals or other school officials to enforce repayment.
- Schools in areas with high percentages of free and reduced price children should also consider options such as eliminating the reduced-price category or providing free meals to all children. One such option is the new Community Eligibility Provision, currently in place in 11 states and available nationwide beginning July 1<sup>st</sup> of this year. Schools should be advised that they will likely still incur costs that must be paid from non-Federal funds under this option. In lieu of collecting individual applications, eligible schools are required to pay the difference between the level of financial resources allowed by the

Chief State School Officer  
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law, and the total cost of operating the program. This provision reduces administrative burdens for schools and allows them to offer free meals to all children.

Above all, USDA is committed to working with States, LEAs, and advocacy groups to carry out Federal, State and local policies that protect the integrity of the child nutrition programs while helping to ensure that families and children are treated fairly and respectfully. A provision of the Healthy, Hunger-Free Kids Act of 2010 requires USDA to conduct a study of the policies and practices of schools and districts for serving meals to students who are unable to pay. As a result, we will soon be issuing data from a national survey of about 1,500 school food authority directors. This information will provide us with a better understanding of the range of school policies in existence, including offering alternate meals; as well as the extent of lost revenues from unpaid meals. In addition, we will be convening a multidisciplinary working group in the near future to solicit best practices and other recommendations in this area.

Thank you for your assistance in sharing this information with the LEAs in your State. We know you share our concerns about ensuring that school children have access to healthful meals during the school day and that maintaining both program integrity and student dignity is a goal we all support.

Sincerely,

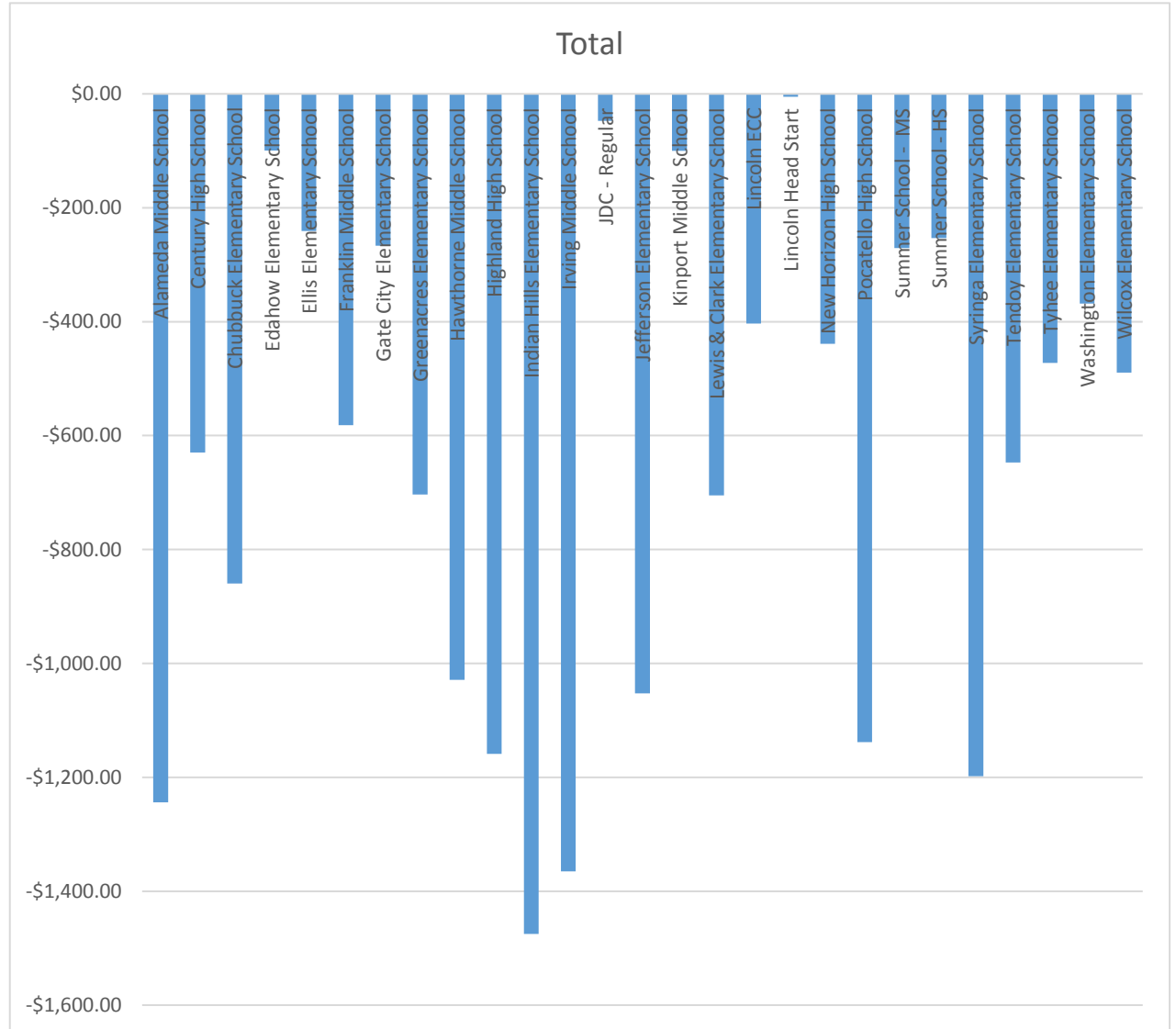
**Original Signed**

Kevin Concannon  
Under Secretary

# Food Service Student Accounts with Negative Balances - School Totals

As of 06/04/2014

School	Sum of Negative Account Balances
Alameda Middle School	-\$1,243.82
Century High School	-\$629.66
Chubbuck Elementary School	-\$859.82
Edahow Elementary School	-\$99.61
Ellis Elementary School	-\$240.72
Franklin Middle School	-\$581.64
Gate City Elementary School	-\$266.65
Greenacres Elementary School	-\$703.39
Hawthorne Middle School	-\$1,028.70
Highland High School	-\$1,158.96
Indian Hills Elementary School	-\$1,475.08
Irving Middle School	-\$1,365.41
JDC - Regular	-\$47.64
Jefferson Elementary School	-\$1,052.60
Kinport Middle School	-\$99.93
Lewis & Clark Elementary School	-\$705.06
Lincoln ECC	-\$403.10
Lincoln Head Start	-\$5.00
New Horizon High School	-\$438.71
Pocatello High School	-\$1,137.99
Summer School - MS	-\$270.66
Summer School - HS	-\$253.30
Syringa Elementary School	-\$1,197.87
Tendoy Elementary School	-\$647.01
Tyhee Elementary School	-\$472.57
Washington Elementary School	-\$367.98
Wilcox Elementary School	-\$489.37
<b>Grand Total</b>	<b>-\$17,242.25</b>



# Memo

To: Bart Reed  
From: Tom Wilson  
Cc: Mary M. Vagner, Superintendent; Board of Trustees  
Date: July 15, 2014  
RE: **Outstanding Food Service Account Balances**

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Please see the following list of current practices the Food Service Department uses to inform students and parents of outstanding account balances:

- Automated phone calls and emails are made every Tuesday evening to parents of students with outstanding account balances.
- Phone calls are made to parents by the Food Service office staff during business hours to remind them of outstanding meal account balances. Students are not asked to call parents under any circumstance regarding an outstanding balance.
- The Food Service office staff works with the school secretaries for correct contact information such as phone numbers and addresses of parents.
- The Food Service office staff works with parents to arrange payment plans for parents with high outstanding balances.
- All Food Service employees encourage parents to fill out Free/Reduced Meal Applications.
- Meals are not taken from students K-8 who are in the service line who have outstanding balances greater than -\$10.00. Food Service employees contact the Food Service Office who verifies outstanding account balances.
- Outstanding account balances are turned over to collections at the end of each school year.

District personnel are prohibited from overtly identifying any student with outstanding account balances.

Options for Board consideration include:

1. Continuing the current practice of allowing students to charge, increasing the overall account balances;
2. Notify parents that any student account with an outstanding account balance will be held to the -\$10.00 overage only.
3. Eliminate charging.



# **THE COMMUNITY ELIGIBILITY PROVISION (CEP)**

## **Notification & Data Requirements**

# HISTORY

- Healthy, Hunger-Free Kids Act of 2010
  - Provides an alternative to household applications for free and reduced price meals
  - Offers all students free meals in high poverty LEAs and schools
- Proposed rule published in Federal Register on November 4, 2013
  - 60 day comment period (Nov 4, 2013 to Jan 3, 2014)
- Public comments currently being analyzed
  - 78 received



# BACKGROUND

- Phased in over a period of three years in a limited number of States
  - District of Columbia, Illinois, Kentucky, Michigan, New York, Ohio, West Virginia, Florida, Georgia, Maryland, and Massachusetts
- Will be available nationwide beginning July 1, 2014





# REQUIREMENTS FOR PARTICIPATION

- Have a minimum percentage ( $\geq 40\%$ ) of identified students in the school year prior to implementing CEP
- Serve free lunches and breakfasts to all students for 4 years
- Count total breakfasts and total lunches served to students daily
- Not collect household applications for free and reduced price meals



## IDENTIFIED STUDENTS

- Identified students are those that were:
  - Directly Certified through the DC Match List
  - DC SNAP or TANF siblings
  - Migrant Students (who are not on the DC List)
  - Homeless Students (who are not on the DC List)
  - Runaway Students (who are not on the DC List)

Any students not on the DC List from the state, must be identified through documentation by their appropriate liaison. These will not include Administration approved applications.



# ELECTION AND ELIGIBILITY CRITERIA

- LEAs may elect the Provision for:
  - all district schools
  - a group of schools or
  - an individual school
- Eligible school or group of schools must have an identified student percentage of at least 40% by April 1<sup>st</sup> of the school year prior to implementing CEP.
- LEAs are required to submit by June 30 to begin CEP in the SY beginning July 1.
- Election is an LEA level decision but requires concurrence from the State agency.



# NOTIFICATION TIMELINE SUMMARY

**April 15<sup>th</sup>** – States obtain school level information from LEAs

**April 15<sup>th</sup>** – States provide guidance and election information to LEAs

**May 1<sup>st</sup>** – States publish lists of LEAs and schools on their websites for public notification

**May 1<sup>st</sup>** – States provide link to notification lists to FNS for publication on FNS CEP website



## Community Eligibility Provision

School	NBR Identified Students	Student Enrollment	Percent
<b>Chubbuck</b>	142	539	26.35%
<b>Edahow</b>	64	303	21.12%
<b>Ellis</b>	192	506	37.94%
<b>Gate City</b>	84	452	18.58%
<b>Green Acres</b>	144	341	42.23%
<b>Indian Hills</b>	224	585	38.29%
<b>Jefferson</b>	267	432	61.81%
<b>Lewis and Clark</b>	287	563	50.98%
<b>Lincoln Headstart</b>	186	186	100.00%
<b>Syringa</b>	221	528	41.86%
<b>Tendoy</b>	136	297	45.79%
<b>Tyhee</b>	163	517	31.53%
<b>Washington</b>	136	276	49.28%
<b>Wilcox</b>	302	577	52.34%
<b>Total</b>	<b>2548</b>	<b>6102</b>	<b>41.76%</b>

# SITE LEASE TRANSMITTAL

Site Number: SL02167A  
 Site Name: Chubbuck Elementary  
 Market: Salt Lake

Date Turned In: \_\_\_\_\_

Site Acquisition Coordinator: ROCKY SCHUTJER

<p><u>Attached please find:</u></p> <p><input checked="" type="checkbox"/> 3 Landlord-signed leases</p> <p><input checked="" type="checkbox"/> 1 Landlord-signed/notarized memorandums</p> <p><input type="checkbox"/> Owner Authorization Agreement</p> <p><input type="checkbox"/> Landlord-signed W-9</p> <p><input type="checkbox"/> Authorization to sign lease (if applicable)</p>	<p><u>Market Information</u></p> <p>Market Entity Name: T-Mobile West LLC</p> <p>Type of Entity: limited liability company</p> <p>Market address: 12920 SE 38<sup>th</sup> Street Bellevue, WA 98006</p> <p>Director Name: Danny Bazerman</p> <p>Director Title: Area Director Engineering &amp; Operations</p>
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**NOTE: Enter a space (" ") into any fields which do not apply**

<b><u>Landlord Information</u></b>	
<p>Landlord Name: Pocatello/Chubbuck School</p> <p>Landlord Entity: District No. 25 <small>(i.e. individual, corporation, LLC, etc.)</small></p> <p>Mailing Address: 3115 Poleline Road Pocatello, Idaho 83201-6119</p> <p>Phone Number: 208.232.3563</p> <p>Fax Number: 208.232.3563</p>	<p>2nd Landlord Name</p> <p>Additional Mailing Address (if any): ↓</p> <p>Mailing Address:</p> <p>Phone Number:</p> <p>Fax Number:</p>

<p><b><u>Site Information</u></b></p> <p>Site Address: 600 West Chastain Pocatello, Idaho 83202</p> <p>Square Footage: 360 square feet</p> <p>Parcel Number:</p>	<p><b><u>Option Terms</u></b></p> <p>Option Amount: \$1,500.00 = one thousand five hundred dollars</p> <p>Option Term: twelve (12) months</p> <p>Option Renewal Amt: \$1,500.00 = one thousand five hundred dollars</p> <p>Option Renewal Term: twelve (12) months</p>
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<b><u>Lease Terms</u></b>	
<p>Payee Name: Pocatello/Chubbuck School District No. 25</p> <p>Rent Amount: \$1,500.00 = one thousand five hundred dollars</p> <p>Rent Frequency: Monthly</p> <p>Rent Increase: 103% = one hundred three percent</p> <p>Lease Term: five (5) years</p> <p>Renewal Terms: five (5) additional five-year terms</p> <p>Cancel Terms: sixty (60) days prior</p> <p>Insurance: One Million (\$1,000,000.00)</p>	

**Instructions:** The preamble and section 12 and signature blocks and Addendum and exhibits and MOL are unprotected. Be sure to check these carefully and format properly – make corrections. **BE CAREFUL!**

**Comments** (no non-standard terms)

Approved by:			
_____	_____	_____	_____
Real Estate Manager	Date	General Manager/Director	Date
_____	_____	_____	_____
Legal Department	Date	Vice President (if applicable)	Date

# SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Pocatello/Chubbuck School District No. 25, a ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant").

## 1. Option to Lease.

(a) In consideration of the payment of one thousand five hundred and no/100 dollars (\$1,500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of one thousand five hundred and no/100 dollars (\$1,500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 600 West Chastain, Pocatello, Idaho 83202, comprises approximately 360 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

## 4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, one thousand five hundred and no/100 dollars (\$1,500.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall

have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.



9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subcontractors of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Tenant, to:**

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

**With a copy to:**

Attn: Legal Dept.

**And with a copy to:**

T-Mobile West LLC  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Administration Manager

**With a copy to:**

Attn: Legal Dept.

**If to Landlord, to:**

Pocatello/Chubbuck School District No. 25  
3115 Poleline Road  
Pocatello, Idaho 83201-6119

**And with a copy to:**

**Send Rent payments to:**

Pocatello/Chubbuck School District No. 25  
3115 Poleline Road  
Pocatello, Idaho 83201-6119

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

**LANDLORD:** Pocatello/Chubbuck School District No. 25

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

**TENANT:** T-Mobile West LLC

By: \_\_\_\_\_  
Printed Name: Danny Bazerman  
Title: Area Director Engineering & Operations  
Date: \_\_\_\_\_

\_\_\_\_\_  
T-Mobile Legal Approval

**EXHIBIT A**  
**Legal Description**

**The Property is legally described as follows:**

**EXHIBIT B**

**The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:**

EXHIBIT C

**Memorandum  
of  
Lease**

**MEMORANDUM OF LEASE**

Assessor's Parcel Number:

Between Pocatello/Chubbuck School District No. 25 ("Landlord") and T-Mobile West LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between Pocatello/Chubbuck School District No. 25 , a ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD:** Pocatello/Chubbuck School District No. 25

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

**TENANT:** T-Mobile West LLC

By: \_\_\_\_\_  
Printed Name: Danny Bazerman  
Title: Area Director Engineering & Operations  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

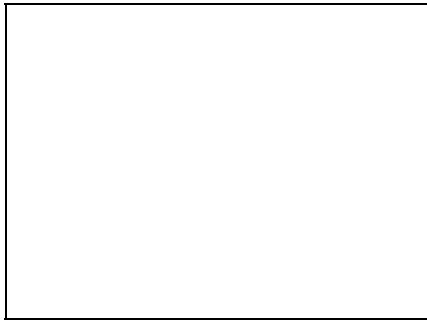
**[Notary block for Landlord]**

***[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]***

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, [title] \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ [type of entity], on behalf of said \_\_\_\_\_ [name of entity].

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

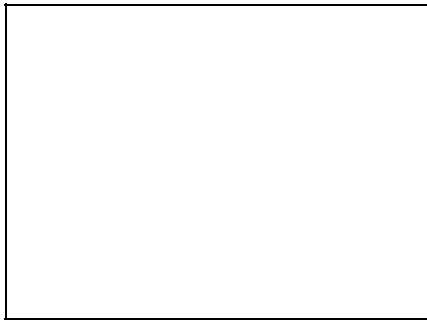
\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

***[Landlord Notary block for an Individual]***

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ .

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

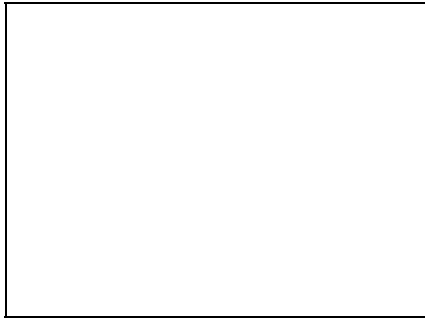


**[Notary block for Tenant]**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Danny Bazerman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director Engineering & Operations of T-Mobile West LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Memorandum of Lease Exhibit A  
Legal Description**

**The Property is legally described as follows:**

**ADDENDUM TO SITE LEASE WITH OPTION**  
**[Additional Terms]**

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

**LANDLORD:** Pocatello/Chubbuck School District No. 25

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

**TENANT:** T-Mobile West LLC

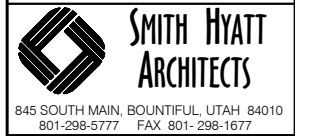
By: \_\_\_\_\_  
Printed Name: Danny Bazerman  
Title: Area Director Engineering & Operations  
Date: \_\_\_\_\_

PROPRIETY INFORMATION:  
THE INFORMATION CONTAINED IN THIS  
SET OF DRAWINGS IS PROPRIETARY BY  
NATURE. ANY USE OR DISCLOSURE  
OTHER THAN THAT WHICH RELATES TO  
T-MOBILE SERVICES IS STRICTLY  
PROHIBITED.

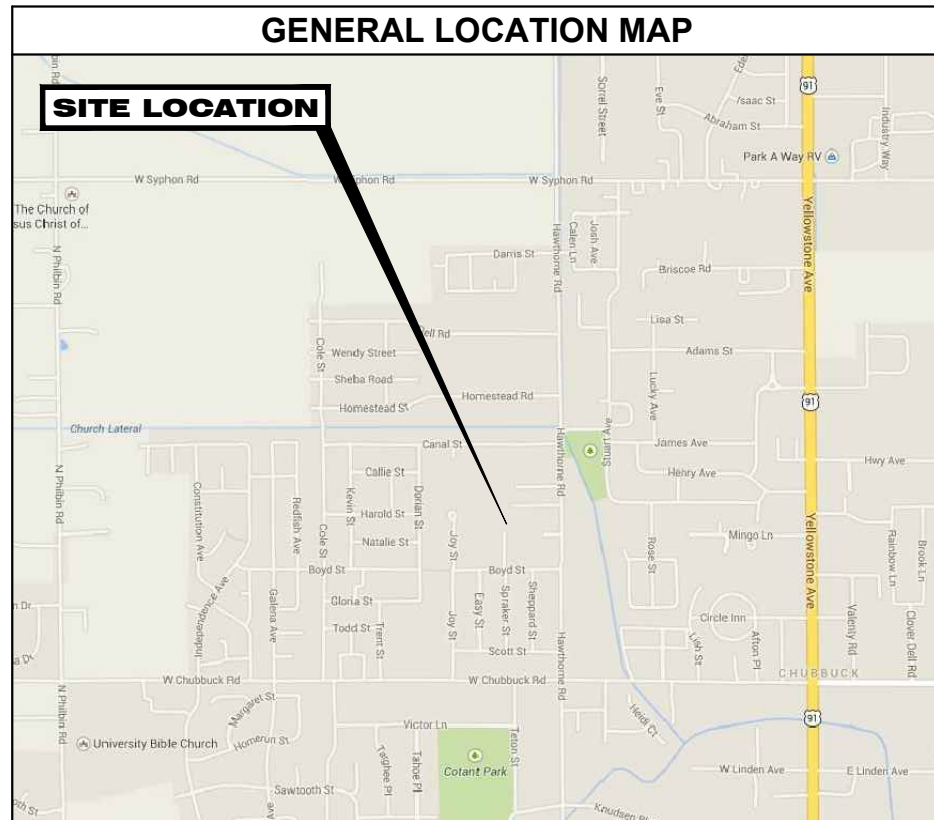


# SL02167A CHUBBUCK ELEMENTARY

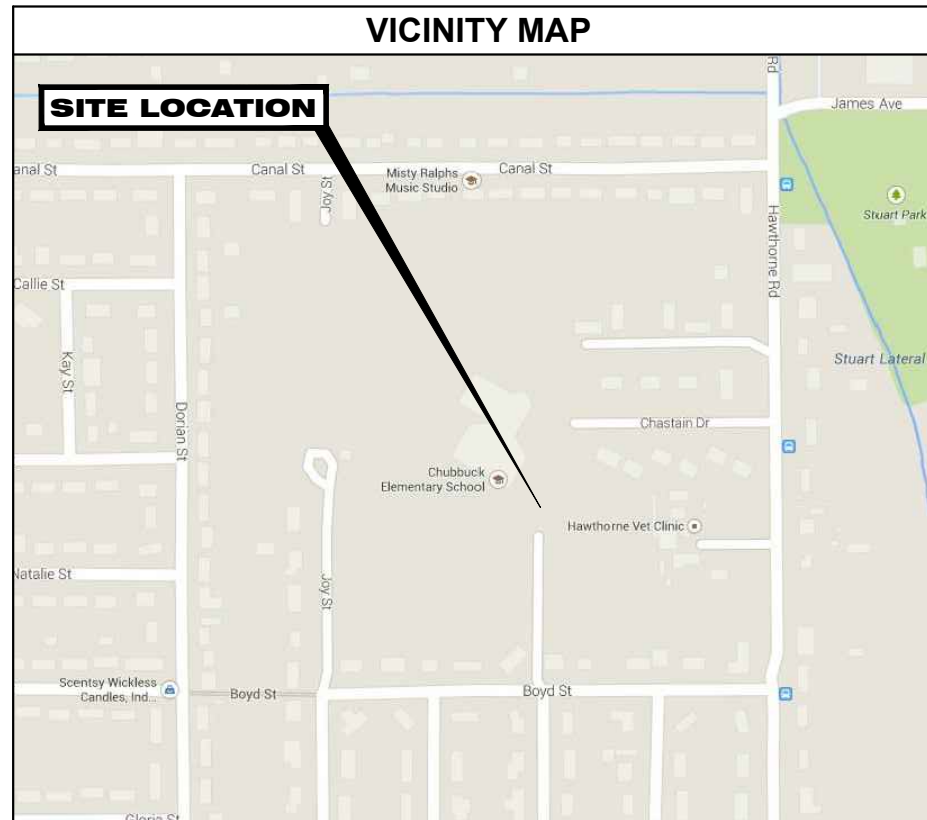
600 W CHASTAIN DR  
CHUBBUCK, ID 83202



## GENERAL LOCATION MAP



## VICINITY MAP



## DRAWING INDEX

T1	TITLE SHEET
N1	GENERAL NOTES
A1	SITE LOCATION PLAN
A2	EQUIPMENT SITE PLAN
A3	TOWER ELEVATION

## PROJECT SUMMARY

PROPERTY INFORMATION:  
PROPERTY OWNER: POCATELLO CHUBBUCK SCHOOL DISTRICT NO. 25  
SITE ID: SL02167A  
ZONING CLASSIFICATION: A  
CONSTRUCTION TYPE: U  
OCCUPANCY: -  
JURISDICTION: CITY OF CHUBBUCK  
CURRENT USE: UNMANNED WIRELESS TELECOMMUNICATIONS FACILITY  
NEW USE: UNMANNED WIRELESS TELECOMMUNICATIONS FACILITY

DATE: 4.27.14  
DRAWN BY: NSW  
CHECKED BY: ROCKY SCHUTJER

## REVISIONS

DATE	DESCRIPTION	INT.

## APPROVALS

APPROVED BY	PRINT NAME	INITIALS	DATE
PROJECT MANAGER			
RF ENGINEER			
OPS MANAGER			
CONSTRUCTION			
LANDLORD			

## CONTACT INFORMATION

PROPERTY OWNER  
POCATELLO CHUBBUCK  
SCHOOL DISTRICT NO. 25  
3115 POLE LINE RD  
POCATELLO, ID

SITE ACQUISITION FIRM  
RAGE DEVELOPMENT LLC  
2181 HUGO AVENUE  
SALT LAKE CITY, UT 84117

NETWORK SYSTEMS OWNER  
T-MOBILE  
121 WEST ELECTION RD. STE. 330  
DRAPER, UT 84020

A/E FIRM  
SMITH HYATT ARCHITECTS  
845 SOUTH MAIN STREET  
BOUNTIFUL, UTAH 84010

**SL02167A**  
CHUBBUCK ELEMENTARY  
600 W CHASTAIN DR  
CHUBBUCK, ID 83202

DRAWING  
TITLE:  
TITLE SHEET

DRAWING NO.:  
**T-1**

**GENERAL CONSTRUCTION NOTES**

1. DRAWINGS WERE PREPARED FROM STANDARDIZED DETAILS DEVELOPED AND PROVIDED BY T-MOBILE WEST, LLC ("T-MOBILE"). STANDARDIZED DETAILS ARE TO BE CONFIRMED AND CORRELATED AT THE SITE BY THE CONTRACTOR. STANDARDIZED DETAILS THAT REQUIRE MODIFICATIONS DUE TO ACTUAL FIELD CONDITIONS AND REQUIREMENTS MUST BE SUBMITTED TO, AND APPROVED BY, T-MOBILE PRIOR TO START OF WORK.
2. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE. THIS SET OF DOCUMENTS IS INTENDED TO BE USED FOR DIAGRAM PURPOSES ONLY. UNLESS OTHERWISE NOTED. THE CONTRACTOR IS RESPONSIBLE FOR ALL DIMENSIONS.
3. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANY REQUIREMENTS DEEMED NECESSARY TO COMPLETE INSTALLATION AS DESCRIBED IN THE DRAWINGS AND AS DISCUSSED ON THE SITE WALK.
4. PRIOR TO THE SUBMISSION OF BIDS, CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE TO FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT. CONTRACTORS SHALL VISIT THE CONSTRUCTION SITE WITH THE CONSTRUCTION DOCUMENTS TO VERIFY FIELD CONDITIONS AND CONFIRM THAT THE PROJECT WILL BE ACCOMPLISHED AS SHOWN. PRIOR TO PROCEEDING WITH CONSTRUCTION, ANY ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF T-MOBILE VERBALLY AND IN WRITING.
5. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS.
6. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
8. ALL WORK PERFORMED ON THE PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.
9. GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
10. THE STRUCTURAL COMPONENTS OF ADJACENT CONSTRUCTION OR FACILITIES ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
11. CONTRACTOR TO SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.

12. CONTRACTOR TO PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF PROJECT AREA DURING CONSTRUCTION.
13. CONTRACTOR SHALL MEET ALL OSHA REQUIREMENTS FOR ALL INSTALLATIONS.
14. CONTRACTOR TO VERIFY LOCATION OF ALL BURIED UTILITIES PRIOR TO EXCAVATION.
15. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION, UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
16. CONTRACTOR SHALL KEEP GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. CONTRACTOR SHALL REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OR PREMISES. SITE SHALL BE LEFT IN CLEAN CONDITION DAILY AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
17. THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) T-MOBILE OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.
18. THE CONTRACTOR SHALL PERFORM WORK DURING OWNER'S PREFERRED HOURS TO AVOID DISTURBING NORMAL BUSINESS.
19. THE CONTRACTOR SHALL PROVIDE T-MOBILE CORPORATION PROPER INSURANCE CERTIFICATES NAMING T-MOBILE WEST, LLC AS ADDITIONAL INSURED, AND T-MOBILE WEST, LLC PROOF OF LICENSE(S) AND PL & PD INSURANCE.

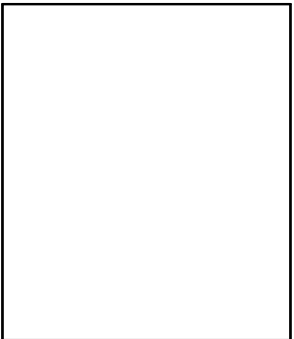
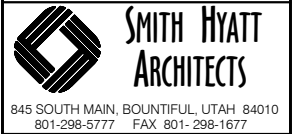
**CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- A. UTAH UNIFORM BUILDING STANDARD ACT RULES
- B. 2011 NATIONAL ELECTRIC CODE (NEC)
- C. 2009 INTERNATIONAL BUILDING CODE (IBC)
- D. 2006 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA 101)
- E. 2009 INTERNATIONAL MECHANICAL CODE (IMC)
- F. LOCAL BUILDING CODE
- G. CITY OR COUNTY ORDINANCES

**IMPORTANT NOTICE**

THE EXISTING CONDITIONS REPRESENTED HEREIN ARE BASED ON VISUAL OBSERVATIONS AND INFORMATION PROVIDED BY OTHERS. STILLWATER MANAGEMENT CANNOT GUARANTEE THE CORRECTNESS NOR THE COMPLETENESS OF THE EXISTING CONDITIONS SHOWN AND ASSUMES NO RESPONSIBILITY THEREOF. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AS REQUIRED FOR PROPER COMPLETION OF THE PROJECT.



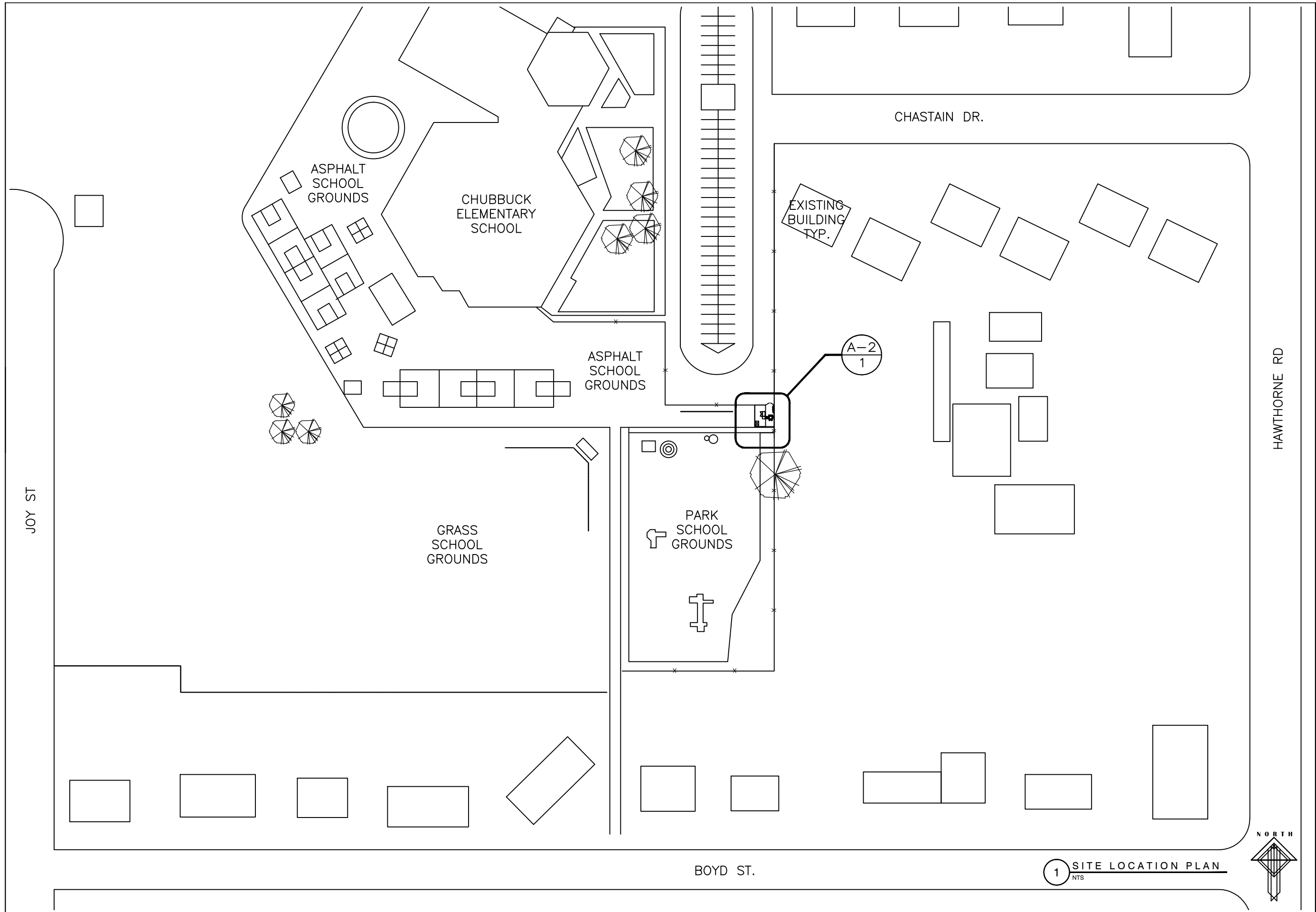
DATE: 4.27.14  
 DRAWN BY: NSW  
 CHECKED BY: ROCKY SCHUTJER

REVISIONS		
DATE	DESCRIPTION	INT.

**SLO2167A**  
 CHUBBUCK ELEMENTARY  
 600 W CHASTAIN DR  
 CHUBBUCK, ID 83202

DRAWING TITLE:  
 GENERAL NOTES

DRAWING NO.:  
**N-1**



Mobile

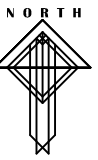


**SMITH HYATT ARCHITECTS**  
 845 SOUTH MAIN, BOUNTIFUL, UTAH 84010  
 801-298-5777 FAX 801-298-1677

DATE: 4.27.14  
 DRAWN BY: NSW  
 CHECKED BY: ROCKY SCHUTJER

REVISIONS		
DATE	DESCRIPTION	INT.

**SL02167A**  
 CHUBBUCK ELEMENTARY  
 600 W CHASTAIN DR  
 CHUBBUCK, ID 83202



1 SITE LOCATION PLAN  
 NTS

DRAWING TITLE:  
 SITE LOCATION PLAN

DRAWING NO.:  
**A-1**

NEW 18'x20'  
FENCED COMPOUND

PROPOSED 10' X 20'  
CONCRETE PAD

PROPOSED 6102  
CABINET

PROPOSED GPS  
ANTENNA

PROPOSED SYSTEM  
DEMARCATON CABINET  
(DOGHOUSE)

PROPOSED GENERATOR

NEW GATE/  
SITE ACCESS

PROPOSED METER  
BASE AND TELCO  
BOX PEDESTAL

PROPOSED ANTENNAS  
(2 PER SECTOR)

PROPOSED 80' TOWER

PROPOSED ICE  
BRIDGE/  
COAX CABLES

Mobile®



**SMITH HYATT  
ARCHITECTS**  
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010  
801-298-5777 FAX 801-298-1677

DATE: 4.27.14

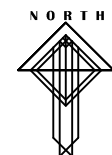
DRAWN BY: NSW

CHECKED BY: ROCKY SCHUTJER

**REVISIONS**

DATE	DESCRIPTION	INT.

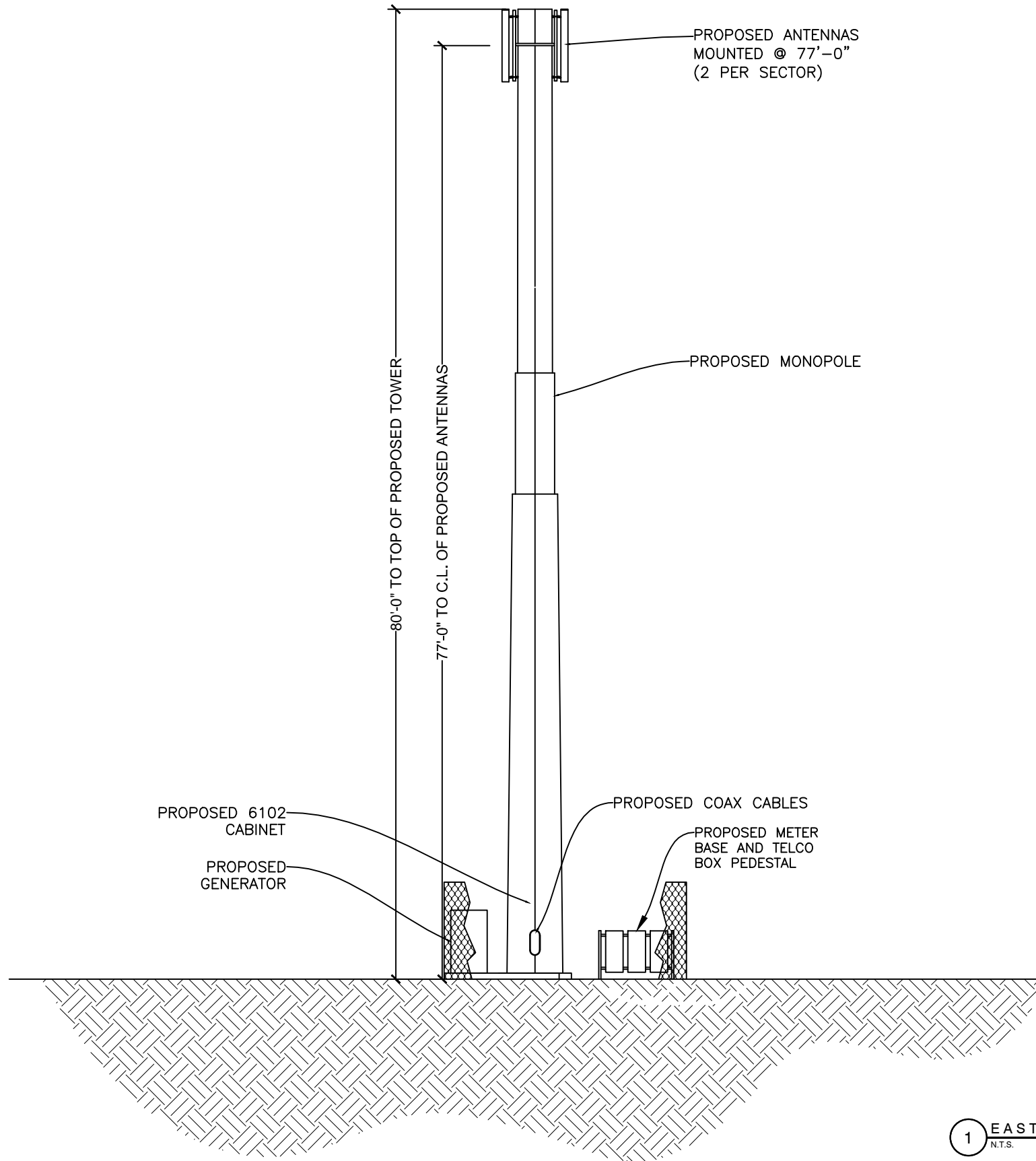
**SL02167A**  
CHUBBUCK ELEMENTARY  
600 W CHASTAIN DR  
CHUBBUCK, ID 83202



1 ENLARGED SITE PLAN  
NTS

DRAWING  
TITLE:  
ENLARGED  
SITE PLAN

DRAWING NO.:  
**A-2**



1 EAST ELEVATION  
N.T.S.



DATE: 4.27.14  
DRAWN BY: NSW  
CHECKED BY: ROCKY SCHUTJER

REVISIONS		
DATE	DESCRIPTION	INT.

**SL02167A**  
CHUBBUCK ELEMENTARY  
600 W CHASTAIN DR  
CHUBBUCK, ID 83202

DRAWING TITLE:  
TOWER ELEVATION

DRAWING NO.:  
**A-3**



Pocatello/Chubbuck School District No. 25

Board of Trustees

**RESOLUTION ALLOWING ISU PUBLIC SAFETY OFFICERS TO CARRY GUNS ON  
PUBLIC SCHOOL PROPERTY AT IDAHO STATE UNIVERSITY**

**WHEREAS**, the Idaho State Legislature enacted legislation in the 2014 Legislative Session allowing concealed carry of guns at Idaho state colleges and universities effective July 1, 2014;

**WHEREAS**, the Pocatello/Chubbuck School District No. 25 has two student classrooms housed in Albion Hall on the Idaho State University campus;

**WHEREAS**, according to state and federal law public school campuses are subject to be weapons free;

**WHEREAS**, according to state and federal law peace officers are allowed to carry guns on public school campuses and School Boards are given discretion as to any further allowance of persons to carry guns on school campuses;

**WHEREAS**, Idaho State University employs public safety officers, who are trained as peace officers but while on the job at the University are not considered peace officers;

**WHEREAS**, Idaho State University has authorized its public safety officers to carry guns on campus effective July 1, 2014;

**WHEREAS**, Idaho State University has increased safety precautions to Albion Hall and has requested the Board of Trustees to allow its public safety officers to carry guns in Albion Hall;

**WHEREAS**, Idaho State University has offered to collaborate with District 25 to expand the public safety Campus Cubs program to the District 25 classrooms on campus. Campus Cubs focuses on crime prevention and bicycle safety;

**WHEREAS**, the Board of Trustees is steadfast to the District's Vision and Mission Statement which communicates that a safe, supportive, caring and respectful environment is critical to student learning;

**WHEREAS**, the Pocatello/Chubbuck School District No. 25 is grateful to have the support and collaborative partnership with Idaho State University to house two public classrooms on the University campus;

**WHEREAS**, the Board of Trustees realizes that cultural conditions have changed in public schools in the past years and the need for increased purposeful vigilance with respect to school safety has intensified;

**WHEREAS**, the Board of Trustees over time has increased safety expectations for school personnel and expects on-going practice and preparation of students and staff for various unanticipated events;

**WHEREAS**, the Board of Trustees supports the increased school safety measures proposed by Idaho State University;

**THEREFORE BE IT RESOLVED**, that the Board of Trustees allow the Idaho State University public safety officers to carry guns in Albion Hall on the Idaho State University Campus, which houses public school classrooms effective immediately;

**BE IT FURTHER RESOLVED**, that the Pocatello/Chubbuck School District No. 25 continue to negotiate with Idaho State University to formally enter into an indemnification and hold harmless agreement associated with the University's public safety officer's possession and/or use of any gun in association with the School District's students or classrooms at Albion Hall;

**BE IT FURTHER RESOLVED**, that Idaho State University Public Safety Department collaborate with District 25 to expand the Campus Cub Program to include a relationship with the District 25 classrooms on campus.