

**CITY COUNCIL  
OF THE CITY OF WILDER**

	RESOLUTION NO. <u>534</u>
BY THE COUNCIL:	GODINA, HOWELL, RIVERA AND WILSON

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDER, CANYON COUNTY, IDAHO, AUTHORIZING THE MAYOR AS THE AUTHORIZED AGENT OF THIS CITY TO EXECUTE THE “PERMIT/LICENSE FOR THE USE OF QUALIFIED CITY FACILITIES” BY AND BETWEEN THIS CITY AND T-MOBILE WEST CORPORATION; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED** by the City Council of the City of Wilder, Canyon County, State of Idaho, as follows:

**Section 1: Findings**

The City Council makes the following Findings:

- 1.1** The City of Wilder has the exclusive general supervision and jurisdiction over the use of Qualified City Facilities; and
- 1.2** T-Mobile West Corporation has made application to the city for a permit/license to mount antennas and coaxial cable to the City water tank and to install ground equipment at the base of the water tank by submitting a “Qualified City Facilities Use Application Form,” a true and correct copy of which is attached to this Resolution marked **Exhibit A**, which application was submitted by T-Mobile West Corporation, a General Business Corporation organized in the State of Delaware and operating in the state of Idaho as a foreign business; and
- 1.3** The City Clerk and Public Works Director have reviewed the Application, and the City Clerk has received the Application Fee; and

- 1.4** The City Council, being fully advised by its staff that the License may be issued and that the proposed qualified use by T-Mobile West Corporation is in accordance with the City's Qualified Facilities Policy, finds it in the best interests of the City to enter into a "Permit/License for the Use of Qualified City Facilities" with T-Mobile West Corporation, a true and correct copy of which is attached to this Resolution marked **Exhibit B**.

**NOW, THEREFORE**, based upon the above and foregoing declarations and further based upon the authority of the City Council, **BE IT RESOLVED** by the City Council of the City of Wilder, Canyon County, state of Idaho, as follows:

**Section 2: Action**

The Mayor is authorized on behalf of this City to execute that certain "Permit/License for the Use of Qualified City Facilities" by and between this City and T-Mobile West Corporation, a true and correct copy of which is attached hereto marked **Exhibit B**, subject to the terms and conditions stated therein.

**Section 3: Directing the City Clerk**

- 3.1** The City Clerk is herein directed to immediately:

**3.1.1** Provide a copy of the signed "Permit/License for the Use of Qualified City Facilities" and this resolution to T-Mobile West Corporation; and

**3.1.2** File this resolution in the official records of the City.

**Section 4: Effective Date**

This resolution shall be in full force and effect upon acceptance and signature of T-Mobile's duly authorized agent on the "Permit/License for the Use of Qualified City Facilities."

**PASSED BY THE CITY COUNCIL** of the City of Wilder, Canyon County, State of Idaho, this 13th day of December, 2011.

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John F. Bechtel, Mayor

**ATTEST:**

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Wendy Burrows-Johnson, City Clerk

**CITY OF WILDER  
QUALIFIED CITY FACILITIES USE APPLICATION FORM**

Information to Applicant:

1. All Applicants to the City of Wilder for use of Qualified City Facilities must complete this form.
2. All relevant information and attachments must be supplied. Please mark non--applicable portions of the application form "N.A." The information on the application for completeness shall be determined by the City Clerk's office, which shall include a determination of the application fee(s). No application shall be considered filed by the City unless the application form is completed, and the application fee(s) has been received by the Clerk's Office.
3. The City of Wilder "City Facilities Licensed Use Policy" is attached to this form for ease of reference by Applicants.
4. This form includes relevant initial routing information which will be completed by City Staff.
5. All applications provided in this form are filed with the City Clerk's office.

APPLICANT'S NAME: T-MOBILE WEST CORPORATION / ROCKY SCHUTZER

APPLICANT'S CONTACT INFORMATION:

Mailing Address: 121 W. GLETON ROAD SUITE 330  
Phone: 801.860.0086  
Cell Phone: 801.860.0086  
E-mail: ROCKY@PAGEDEVELOPMENT.COM  
Fax: 801.816.4420

Applicant, if a natural person, cannot have a felony conviction as that is defined by the jurisdiction of the conviction; and is over the age of 18. [The verification by the Applicant of this application form is the Applicant's verification that the Applicant, if a natural person, complies with this requirement.]

Applicant is not bankrupt, or in any bankruptcy proceeding. [The verification by the Applicant of this application form is the Applicant's verification that the Applicant complies with this requirement.]

**ATTACH CERTIFICATE OF SECRETARY OF STATE IN THE EVENT THE APPLICANT IS A LEGAL ENTITY:**

CERTIFICATE OF SECRETARY OF STATE ATTACHED: YES  
TRUST REGISTRATION STATEMENT: N/A

[Applicant must be, if not a natural person, an entity in good standing in the State of Idaho; or a registered trust.]

**LICENSED USE APPLICATION REQUEST:**

Identify which Qualified City Facility and location/s thereon for which you seek a licensed use:

CITY WATER TANK

Identify and describe what use the Applicant seeks a licensed use:

INSTALL ANTENNAS to the TANK (or RAZING around tank)

Identify the benefit or a service to the general public, or to the trade, commerce and industry of the City of Wilder which will be provided by the licensed use:

THE CITY WOULD HAVE EXCELLENT T-MOBILE 2G/3G CELL COVERAGE

[Only uses which provide a benefit or a service to the general public, or to the trade, commerce and industry of the City of Wilder, without discrimination as to race, color, religion, sex, national origin or disability may be licensed.] [The verification by the Applicant of this application form is the Applicant's verification that the requested licensed use complies with this requirement.]

Identify any equipment/fixtures and/or appurtenances involved in the licensed use:

ANTENNAS, COAXIAL CABLE & GROUND EQUIPMENT

[Attach to this application installation information and a copy of installation instructions/specifications and/or other manufactures specifications for any equipment/fixtures and/or appurtenances of the licensed use.]

Identify and/or describe the need and frequency to maintain, repair, replace and/or inspect the requested licensed use after its installation:

MONTHLY - QUARTERLY

Identify the persons and/or entity that are authorized by Applicant to maintain, repair, replace and/or inspect the requested licensed use:

Name:	Employer:	Phone:
MARK PERRINE	7-MOBILE	208.323.6665

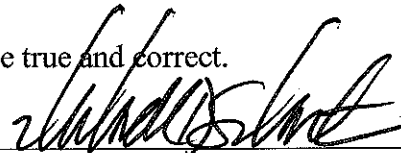
Identify and/or describe any conditions which will interfere with the requested licensed use:

N/A

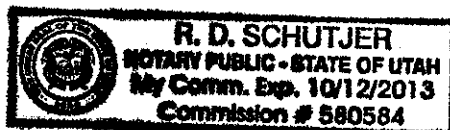
### VERIFICATION

STATE OF ~~IDAHO~~ <sup>UTAH</sup> )  
SALT LAKE : ss.  
County of Canyon )

ROCKY SCHUTJER, being first duly sworn under oath, deposes and says: That he is the Applicant [or duly authorized agent of the Applicant] in the above and foregoing Application. That I have read the same and knows the contents thereof and verily believes the facts stated therein to be true and correct.



Subscribed and sworn to before me this 1st day of AUGUST, 20 11.



R. D. Schutjer  
Notary Public for ~~Idaho~~ <sup>UTAH</sup>  
Residing at: 4190 S. Camille  
Commission Expires 10/12/2013

**THIS SECTION IS FOR OFFICIAL CITY USE:**

**Step No. 1:** Application received and reviewed by City Clerk's office for completeness:

WBS City Clerk Initials / Date: 8-4-11

**Step No. 2:** Application fee(s) of \$ 100.00 has been paid by Applicant to the City

Treasurer: WBS City Treasurer Initials / Date: 8-4-11

**Step No. 3:** Application routed to Public Works Director by City Clerk for review:

WBS City Clerk Initials / Date: 8-4-11

**Step No. 4:** Public Works Director conducts review of Application for determination of any needed professional advice to complete license/permit review and recommendation process:

Engineering: NA estimated fees  
Legal: NA estimated fees  
Other Professional: NA Type: NA estimated fees

Total Estimated fees for professional advice: \$ Applicant covering cost 15

**Step No. 5:** Public Works Director notifies Applicant of the estimated fees for professional advice.

**Step No. 6:** Applicant pays total estimated fees for professional advice to the City

Treasurer: WBS City Treasurer Initials / Date: 10/25/11

**Step No. 7:** Public Works Director secures professional advice.

**Step No. 8:** Public Works Director communicates with Applicant for needed information and negotiations for permit/license conditions and Determination of monthly/annual fee for Permit/License:

\$ 800.00 monthly

**Step No. 9:** Public Works Director Recommendation to City Council at conclusion of permit/license negotiations:

Approval of the Application as filed: \_\_\_\_\_

Approval of Application with the following conditions:

Re-evaluation of fee every  
five years.

Basis for Recommendation:

CITY OF WILDER CITY FACILITIES USE APPLICATION FORM

This service benefits our citizens  
plus generates revenue for  
the city.

Denial of Application as filed: \_\_\_\_\_

Basis for Recommendation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant concurs with recommendation: Wendy Schmidt

Applicant objects to recommendation: \_\_\_\_\_

Step No. 10: Application and recommendations routed by to City Clerk:

YG Public Works Initials / Date: 10/26/11

Step No. 11: Application and recommendations routed to City Council for action at open  
meeting:

WJ City Clerk Initials / Date: 10/26/11

Step No. 12: City Council Action:

Application granted and permit issued: \_\_\_\_\_

Application granted and permit issued subject to conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application denied: \_\_\_\_\_

\_\_\_\_\_ City Clerk Initials / Date: \_\_\_\_\_

Step No. 13: Service of City Council Action and follow up with Applicant:

Copy of City Council Action served upon Applicant:

\_\_\_\_\_ City Clerk Initials / Date: \_\_\_\_\_

Step No. 14: If the application is granted, and/or granted with conditions, a  
"Permit/License for the Use of Qualified City Facilities" is issued and executed in  
2 original counterparts, with one provided to Applicant and one retained by City  
Clerk, and Applicant has provided certificate of insurance:

\_\_\_\_\_ City Clerk Initials / Date: \_\_\_\_\_

**Step No. 15:** Copy of completed action provided to Public Works Director:

\_\_\_\_\_ City Clerk Initials / Date: \_\_\_\_\_

\_\_\_\_\_ Public Works Initials / Date: \_\_\_\_\_

W:\Work\W\Wilder 14175.001\Policy\qualified public facilities\Appendix 2 - Application for License for Use of Public Facilities.doc



City of Wilder  
219 3rd Street  
PO Box 687  
Wilder, ID 83676  
208-482-6284

Receipt No: 1.037621 Aug 04, 2011

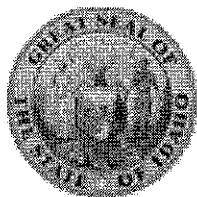
RACE DEVELOPMENT - T NOBIL

LICENSES & PERMITS	100.00
PERMITS / OTHER	
01-485-149	
PERMITS - OTHER	

Total:	100.00
	=====

Check	100.00
Check No: 612	100.00
Total Applied:	
Change Tendered:	.00
	=====

08/04/11 11:30am



## IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

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[ [Get a certificate of existence for T-MOBILE WEST CORPORATION](#) ]

### T-MOBILE WEST CORPORATION

C/O BUSINESS LICENSING/LEGAL  
12920 SE 38TH STREET  
BELLEVUE, WA 98006

**Type of Business:** CORPORATION, GENERAL BUSINESS

**Status:** GOODSTANDING, ANREPT SENT 04 Oct 2010

**State of Origin:** DELAWARE

**Date of** 19 Dec 2005

**Origination/Authorization:**

**Initial Registered Agent:** CORPORATION SERVICE COMPANY  
12550 W EXPLORER DR STE 100  
BOISE, ID 83713

**Organizational ID / Filing Number:** C163941

**Number of Authorized Stock Shares:**

**Date of Last Annual Report:** 25 Oct 2010

**Original Filing:**

[ [Help Me Print/View TIFF](#) ]

**Filed 19 Dec 2005** CERTIFICATE OF AUTHORITY [View Image \(PDF format\)](#) [View Image \(TIFF format\)](#)

**Annual Reports:**

[ [Help Me Print/View TIFF](#) ]

<b>Report for year 2010</b>	ANNUAL REPORT	<a href="#">View Document Online</a>
<b>Report for year 2009</b>	ANNUAL REPORT	<a href="#">View Document Online</a>
<b>Report for year 2008</b>	ANNUAL REPORT	<a href="#">View Document Online</a>
<b>Report for year 2007</b>	ANNUAL REPORT	<a href="#">View Document Online</a>
<b>Report for year 2006</b>	ANNUAL REPORT	<a href="#">View Document Online</a>

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Comments, questions or suggestions can be emailed to: [sosinfo@sos.idaho.gov](mailto:sosinfo@sos.idaho.gov)

**EXHIBIT "B"**

Counterpart	1 of 2
T-Mobile West Corporation	

**PERMIT/LICENSE FOR THE USE OF QUALIFIED CITY FACILITIES**

**Parties:**

City of Wilder	Licensor	219 3 <sup>rd</sup> Street, Wilder, Idaho 83676
T-Mobile West Corporation	Licensee	12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

**THIS PERMIT/LICENSE AGREEMENT** made and entered this 13th day of December, 2011 by and between T-Mobile West Corporation, a Delaware corporation, whose address is 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, hereinafter referred to as Applicant, and the City of Wilder, a Municipal corporation existing by virtue of the laws of the State of Idaho, hereinafter referred to as City, with its principal offices at 219 3<sup>rd</sup> Street, Wilder, Idaho 83676.

**ARTICLE 1  
DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the following meanings, unless the context indicates to the contrary.

- 1.1 Applicant:** means and refers to T-Mobile West Corporation, whose address is 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, who is the licensee here in this agreement, and a party to this Permit/License Agreement.
- 1.2 City:** means and refers to the City of Wilder, a Municipal corporation organized and existing under and by virtue of the laws of the State of Idaho, Licensor herein this Agreement, and a party to this Permit/License Agreement.
- 1.3 Licensed Use:** means and refers to the following described use: the installation and use of tower mounted antennas together with a concrete equipment pad and related equipment together with certain cable and ground wires all as depicted on the construction drawings by G & A Engineering Services, Inc. Site Number SL02643A, stamped by John C. Goebel, professional engineer, Idaho license # 9829 / dated 11/4/11 revised power source 11/23/11 upon the grounds and upon the City of Wilder Water Tower #1 located at 217 4<sup>th</sup> Street.
- 1.4 Qualified City Facility:** means and refers to the grounds and City of Wilder Water Tower #1 located at 217 4<sup>th</sup> Street, Wilder, Idaho.

**ARTICLE 2  
RECITALS**

- 2.1 WHEREAS, the Applicant has made application to the City for the Licensed Use of the Qualified City Facility; and
- 2.2 The City Council of the City has the exclusive general supervision and jurisdiction over the use of the Qualified City Facility, and the City has legal title to the Qualified City Facility; and
- 2.3 The City regulates the use of its Qualified City Facilities and requires that applicants complete and file an Application and Permit To Use Qualified City Facilities, and that applicants, as a condition of granting the permit, agree to all of its terms, conditions and provisions of this Permit/License Agreement as provided herein; and
- 2.4 The City is willing to provide a license to the Applicant for the Licensed Use of the Qualified City Facility, subject to the terms and conditions set forth herein.

**ARTICLE 3  
GRANT OF PERMIT/LICENSE FOR NONEXCLUSIVE LICENSED USE  
OF QUALIFIED CITY FACILITIES**

- 3.1 There shall be granted by the City to the Applicant permission for the Licensed Use of the Qualified City Facility and subject to the conditions and regulations hereinafter set forth.
- 3.2 The permission for the Licensed Use of the Qualified City Facility herein set forth shall not be exclusive. The City reserves the right to grant use of said Qualified City Facility to any other person or firm at any time during the period of this Agreement.

**ARTICLE 4  
COMPLIANCE WITH APPLICABLE LAWS**

- 4.1 The Applicant shall at all times during the life of this Permit/License be subject to the lawful exercise of the police power by the State of Idaho, and/or the County of Canyon, and to the regulations and ordinances of the City that shall appertain to the installation, maintenance and/or operation of the Licensed Use of the Qualified City Facility.

**ARTICLE 5  
CONDITIONS ON LICENSED USE OF QUALIFIED CITY FACILITY**

- 5.1 Exact location and placement and the timing of any installation of the Licensed Use shall be under the direction and control of the City's Public Works Director.
- 5.2 The Licensed Use shall be so located and maintained so as not to interfere with the proper use, and/or maintenance, of the Qualified City Facility by the City and/or other Licensed Use of the Qualified City Facility.

- 5.3** Applicant shall supply to the City Public Works Director a current list of those persons who are authorized by Applicant to install and/or maintain and/or inspect or relocate the Licensed Use.
- 5.4** No person on behalf of Applicant shall install and/or maintain and/or inspect or relocate the Licensed Use without immediate notice to, and permission of the Work Director, in order to assure the security of the Qualified City Facility.
- 5.5** Applicant shall pay to the City Treasurer during the term or any extension of this Permit/License a Permit/Licensed Use Fee in the sum of Eight Hundred Dollars (\$800) per month, on or before the First (1<sup>st</sup>) Day of the month, commencing on March 1<sup>st</sup>, 2012 provided that the City Public Works Director has first provided a notice to proceed (NTP) to the Applicant to begin installation of the Licensed Use. If an NTP has not been issued by March 1, 2012, then rent shall begin the first of the month following the issuance of an NTP. If no NTP has been issued by June 1, 2012, Applicant may terminate this License/Permit without liability.
- 5.6** After notice from the City's Public Works Director, the Applicant shall, in a timely manner and at its expense, cause to be relocated the Licensed Use at a location upon a Qualified City Facility designated by the Public Works Director, in the event the same is necessary as a part of City's need to use and/or maintain its Qualified City Facility. If Applicant is required to relocate within five years of the date this Permit/License is first issued, City shall reimburse Applicant for the reasonable costs of relocating through Permit/Licensed Use Fee abatement. Applicant shall submit to the City documentation of directly related costs of moving the Licensed Use. The Permit/License Use Fee shall then be abated until such abatement equals the reasonable relocation costs incurred by the Applicant.
- 5.7** The Applicant shall, at the commencement of this Permit/License, file one (1) copy of the specifications of the Licensed Use with the Public Works Director.

**ARTICLE 6  
INSURANCE FOR LIABILITY AND PROPERTY DAMAGE  
AND FAITHFUL PERFORMANCE**

- 6.1** The Applicant shall indemnify and save and hold harmless the City from and for any and all losses, claims, actions, or judgments for damages or injury to persons or property and losses and expenses caused or incurred by the Applicant, its officers, employees and agents, except to the extent caused by City.
- 6.2** The Applicant shall maintain and, by its acceptance of this Permit/License Agreement, specifically agrees that it will maintain throughout the term of this Agreement, liability insurance for any and all losses, claims, actions, or judgments for damages or injury to persons or property, and losses and expenses caused or incurred by its officers, employees, agents and/or property. The City shall be named as an additional insured in a minimum of not less than one million dollars on Applicant's commercial general liability policy and on its umbrella policy in the amount of five million dollars and/or in an

amount equal to the minimum coverage required by the Idaho Tort Claims Act. Applicant shall also comply with Idaho's Workers' Compensation Law. Applicant shall furnish City with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Permit/License or any extension thereof. The limits of insurance shall not be deemed a limitation of the Applicant's covenant to indemnify and save and hold harmless the City from such losses, claims, actions, or judgments, and if the City becomes liable for an amount in excess of the insurance limits herein provided, the Applicant covenants and agrees to indemnify and save and hold harmless the City from any and all such losses, claims, actions, judgments or expenses for damages or injury to persons or property.

## **ARTICLE 7 OPERATION AND MAINTENANCE OF LICENSED USE**

- 7.1 The Applicant shall maintain with the Public Works Director a listed telephone number which shall be so maintained that complaints and requests for repairs or adjustments regarding the Licensed Use may be received at any time.
- 7.2 The Applicant shall be liable to the City for any damages to City's property or expenses reasonably incurred by the City as a result of the Applicant's failure to comply with the provisions of this Permit/License.
- 7.3 At the end of the term of the Permit/License Agreement, or upon its termination, the Applicant shall immediately remove its property [the Licensed Use] without damage and/or injury to the Qualified City Facility and under the direction of the Public Works Director.

## **ARTICLE 8 RIGHTS RESERVED TO CITY**

- 8.1 The right is hereby reserved by the City to adopt, in addition to the provisions contained herein, such additional regulations as it shall find necessary; provided, that such regulations shall be reasonable and not in conflict with the rights herein granted and not in conflict with the laws, rules and regulations of other governmental regulatory agencies having jurisdiction over Licensed Use. Such regulations shall be applied in a non-discriminatory manner to all similar applicants and Permit/License holders.

## **ARTICLE 9 TERM**

- 9.1 This Permit/License Agreement and the rights, privileges and authority hereby granted will be in full force and effect as of the first (1<sup>st</sup>) day of March, 2012 and shall continue for five (5) years terminating at midnight on the last day of February, 2017, unless renewed for an additional term or terminated by either Party as here in this Article provided.

- 9.2** Either Party may terminate this Permit/License Agreement without cause upon 120 days advanced written notice.
- 9.3** Additional terms of this Permit/License Agreement may be granted by the City upon application by Applicant, so long as the Applicant is not in default of the terms of this Agreement, and upon a showing of good compliance with this agreement, and a determination that the Licensed Use does not interfere with any intended use by the City of the Qualified City Facility.
- 9.3.1** The City reserves the right to change any of the terms and conditions of the Permit/License Agreement reasonably required in any subsequent term.
- 9.3.2** Any changes in the terms of this Permit/License Agreement in any additional term shall be in writing and appended to this Agreement and executed by both parties.

## **ARTICLE 10**

### **ASSIGNMENT OF PERMIT/LICENSE AGREEMENT**

- 10.1** Applicant may, so long as Applicant is not in default of this Permit/License and current with the payment of Permit/License Fees, upon written notice and proof to City, assign or transfer (by sublease or otherwise) its rights arising under this Permit/License to any corporation, partnership or other entity which:
- (i) is controlled by, controlling or under common control with Applicant;
  - (ii) shall merge or consolidate with or into Applicant;
  - (iii) shall succeed to all or substantially all the assets, property and business of Applicant;  
or
  - (iv) is an affiliate or subsidiary or other entity as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing of the Applicant.
- 10.2** Under all other circumstances, such assignment or transfer shall require City's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- 10.3** Upon assignment that requires only notice to City (and not the City's consent), the Applicant shall be relieved of all liabilities and obligations hereunder, and the City shall look solely to the assignee for performance under this Permit/License and all obligations hereunder, provided such assignee accepts in writing all of Applicant's duties and obligations as set forth herein in writing.
- 10.4** Upon an assignment that requires the prior written consent of City, Applicant shall not be released unless City specifically agrees to such release in writing in the exercise of its reasonable discretion in the interest of the City.

## **ARTICLE 11 FORFEITURE OF PERMIT/LICENSE**

- 11.1** The Permit/License granted by this Agreement may be terminated and canceled, amended or amplified at any time by the City for failure of the Applicant to comply with the terms and conditions hereof in accordance with the provisions of this Article.
- 11.2** The City Council shall first set a hearing and issue an Order to Show Cause, which Order shall set forth the time and place for the hearing before the City Council and the matters and facts which are the claimed basis of the Applicant's default or noncompliance. Such Order to Show Cause shall be made in the manner set forth in the Notice provisions of this Permit/License Agreement.
- 11.3** Should Applicant fail to correct and remedy such default or noncompliance or continue to be in default or noncompliance at the time of the hearing, the City Council, in the exercise of its discretion, may amend or amplify the Permit/License or terminate and cancel the Permit/License

## **ARTICLE 12 SEVERABILITY**

- 12.1** The provisions of this Permit/License Agreement are hereby declared separable, and if any section, clause or phrase hereof is hereafter declared invalid and unconstitutional, the same shall not affect the validity of the remaining portions of this Agreement.

## **ARTICLE 13 GENERAL PROVISIONS**

- 13.1 Changes; Alterations.** No change, alteration, modification or addition to this Agreement shall be effective unless in writing and properly executed by the parties hereto.
- 13.2 Governing Law.** This Agreement shall in all respects be subject to, and governed by, the laws of the State of Idaho.
- 13.3 Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this agreement or because of an alleged dispute, breach, default or misrepresentation, in connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- 13.4 Notices.** All notices required to be given to each of the parties hereto under the terms of this Agreement 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:



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

**And with a copy to:**  
T-Mobile West Corporation  
Attention: Lease Administration Manager  
2625 S. Plaza Drive, Suite 400  
Tempe AZ 85282

**With a copy to:** Attn: Legal Department

City of Wilder  
Attention: City Clerk  
219 3<sup>rd</sup> Street  
Wilder ID 83676

Or, to such other address as may be designated by writing delivered to the other party. All notices given shall be deemed completed as of the date of mailing except as otherwise expressly provided herein.

**14.5 Captions:** The subject headings of the paragraphs and subparagraphs of this agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

**14.6 Counterparts:** This agreement shall be executed by the parties in two (2) counterparts, and each such counterpart shall be deemed an original.

DATED the 13th day of December, 2011.

T-MOBILE WEST CORPORATION

\_\_\_\_\_  
By: Darcey R. Estes  
Title: Area Director Engineering & Operations

ATTEST: \_\_\_\_\_  
Authorized by Resolution No. 534

CITY OF WILDER

\_\_\_\_\_  
By: John F. Bechtel, Mayor

CAUTION: This DRAFT has been prepared for consideration and is the subject of approval authority of the City Council. This draft has not been approved and is an Unclassified Record and not an official record relating to the conduct or administration of the City's business and will not be retained.

10/27/11

ATTEST: \_\_\_\_\_  
Wendy Burrows-Johnson, City Clerk  
Authorized by Resolution No. 534

Counterpart	2 of 2
City of Wilder	

## PERMIT/LICENSE FOR THE USE OF QUALIFIED CITY FACILITIES

### Parties:

City of Wilder	Licensors	219 3 <sup>rd</sup> Street, Wilder, Idaho 83676
T-Mobile West Corporation	Licensee	12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

**THIS PERMIT/LICENSE AGREEMENT** made and entered this 13th day of December, 2011 by and between T-Mobile West Corporation, a Delaware corporation, whose address is 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, hereinafter referred to as Applicant, and the City of Wilder, a Municipal corporation existing by virtue of the laws of the State of Idaho, hereinafter referred to as City, with its principal offices at 219 3<sup>rd</sup> Street, Wilder, Idaho 83676.

### ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the following meanings, unless the context indicates to the contrary.

- 1.1 Applicant:** means and refers to T-Mobile West Corporation, whose address is 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, who is the licensee here in this agreement, and a party to this Permit/License Agreement.
- 1.2 City:** means and refers to the City of Wilder, a Municipal corporation organized and existing under and by virtue of the laws of the State of Idaho, Licensors herein this Agreement, and a party to this Permit/License Agreement.
- 1.3 Licensed Use:** means and refers to the following described use: the installation and use of tower mounted antennas together with a concrete equipment pad and related equipment together with certain cable and ground wires all as depicted on the construction drawings by G & A Engineering Services, Inc. Site Number SL02643A, stamped by John C. Goebel, professional engineer, Idaho license # 9829 / dated 11/4/11 revised power source 11/23/11 upon the grounds and upon the City of Wilder Water Tower #1 located at 217 4<sup>th</sup> Street.
- 1.4 Qualified City Facility:** means and refers to the grounds and City of Wilder Water Tower #1 located at 217 4<sup>th</sup> Street, Wilder, Idaho.

### ARTICLE 2 RECITALS

- 2.5** WHEREAS, the Applicant has made application to the City for the Licensed Use of the Qualified City Facility; and