

## **USE OF SCHOOL-OWNED PROPERTY FOR TELECOMMUNICATIONS INSTALLATIONS**

All applications to lease Thompson School District sites and facilities for telecommunications uses shall be presented to and processed by the district Office of Communication and Community Resources, following the procedures and guidelines described below.

### **1. Initial Contact**

Telecommunication service providers who wish to lease district-owned property for telecommunication uses begin by contacting the district Office of Communication and Community Resources to discuss their conceptual plans with the department staff and to receive copies of Policy DFB and these regulations. If the proposed location is a school, Office of Communication and Community Resources staff shall notify the school principal of the inquiry to determine its suitability prior to proceeding further with this process.

### **2. Site Identification and Assessment**

If the provider's conceptual plan is agreeable to the Office of Communication and Community Resources and any schools involved, the district and the provider may enter into an agreement granting the provider a temporary, non-exclusive, revocable license. This shall give the provider the right to enter district sites and facilities for the sole purpose of conducting tests, sending and receiving signals, preparing surveys and performing structural strength analysis and/or other tests or investigations to determine the feasibility of locating its communications facility on district property and the optimal location(s) for equipment and antennas. The license agreement shall require the provider to indemnify the district from any and all claims, liens, liabilities and damages which may be asserted against the district as a result of its presence or actions on district property.

Upon signing of the license agreement, the provider shall have permission to contact the local governments with jurisdiction over land use decisions at the site(s) to investigate zoning, land use and other necessary permitting requirements.

### **3. Submission of Preliminary Design to School District:**

If after the site identification and assessment process is complete, the provider desires to pursue installation of telecommunication facilities on district property, the provider shall submit the following to the Office of Communication and Community Resources:

- a. \$1,000 application fee that will be receipted and tracked by the Office of Communication and Community Resources.
- b. Survey and legal description of proposed site.
- c. Design drawings and representations showing height, area requirements, and location of proposed telecommunication facilities.
- d. Detailed description of the equipment proposed to be installed and the improvements to be constructed on the telecommunication sites.
- e. Detailed description of the environmental, compatibility, and aesthetic impact of the proposed installation and construction on existing school district use.
- f. Proposed source of electrical power and telephone connections.

### **4. Agreement**

If the preliminary design is generally acceptable to the school district Office of Communication

and Community Resources, the provider shall submit a proposed telecommunications site agreement to the Office of Communication and Community Resources. The agreement shall require:

- a. Term not to exceed ten years.
- b. Provisions and procedures for renewal of the agreement for subsequent terms.
- c. Monthly payment schedule.
- d. Agreement to indemnify the school district.
- e. Agreement is conditioned upon the provider obtaining zoning, land use and building permit approval.
- f. Provider is responsible for the processing and obtaining of all required permits, certificates and approvals and to appear at all hearings.
- g. Obtaining all permits required by the FCC.
- h. Management of all construction and installation on sites but subject to construction and safety standards promulgated by the school district.
- i. Nonexclusive use of sites and facilities with a covenant to cooperate with any other third-party users of telecommunication facilities utilizing the same sites.
- j. Provisions for multiple-site use by other parties when desired and agreed to by the school district.
- k. All facilities and equipment installed by provider accommodate all telecommunications equipment of the school district.
- l. License granting limited access by provider across school district property to the facilities and site during construction, operation and maintenance of the equipment and facility, which is not disruptive to school district use.
- m. All improvements and installations be installed and constructed at the provider's sole expense in a quality, workmanlike manner, be removed upon termination of the use agreement unless otherwise agreed to by the school district, and the site and facilities be restored to original condition.
- n. Provider maintains and keeps sites and facilities in good repair.
- o. Provider pays all utilities, operating costs, and any taxes associated with a telecommunication use.
- p. Provider maintains liability, property, and workers compensation insurance with the school district as an additional insured.
- q. Non-assignability without school district consent.
- r. Final approval by school district which shall take into account the proposed location of the site, the compatibility to the surrounding neighborhood location of the site, the aesthetic integration of the facility, the requested term, the consideration offered, the safety and structural impact of the facility on existing uses, and the benefit to the school district telecommunication needs.

Upon receipt of the agreement, the Office of Communication and Community Resources will disseminate the agreement to appropriate persons within the school district and to the school district's legal counsel for review. Legal issues, planning concerns, and financial terms will be negotiated between communication department staff and the provider. In these negotiations, the Office of Communication and Community Resources will advocate for the best financial terms possible based on current market prevailing rates, terms comparable to other such installations in and out of the school district, and possible collateral improvements of benefit to the school district. If the negotiated terms are acceptable to the Office of Communication and Community Resources, the agreement will be scheduled for review by the Board of Education.

## **5. Board Review and Approval**

The Office of Communication and Community Resources will present the agreement to the Board of Education and will discuss the particulars of the proposed installation.

Recommendations from the Board of Education, if any, will be incorporated into a revised agreement. The revised agreement shall be signed by an authorized officer or agent of the provider, and will then be brought back to the Board of Education for approval at its next action meeting.

## **6. Construction**

Upon signatory approval of the agreement by the Board of Education and the provider, the provider shall proceed to obtain the approvals of the appropriate county, city or town in which the proposed installations are to be located, and will proceed to obtain all of the required permits. Local jurisdictions are empowered to impose architectural, landscape, or other conditions on the installation to insure compliance with local land use plans and/or ordinances.

After the development proposal has received approval from the appropriate planning commission or boards, the provider may proceed with construction of the installation. Based on local land use review, the preliminary telecommunications installation design may need to be changed. All changes must be reviewed with and approved by the school district Director of Communication and Community Resources, the school principal, if applicable, and the Facilities Services Director for the school district.

## **7. Revenue**

Any option fees paid by providers for prospective telecommunications installations shall be paid to the school district to defray staff and legal counsel costs associated with developing an agreement. Option fees are not refundable even if the provider does not proceed

Lease payments under all telecommunication site agreements shall be paid by the provider to the Thompson School District. Lease payments will be receipted and tracked by the district Business Services Department. Lease payments received shall be used to offset ongoing staff and legal costs associated with maintenance of the agreement, and to offset ongoing district communication and technology expenses.

## **8. No Vesting of Rights**

This regulation is not intended to vest any rights to the use of school district facilities and sites to any third party. Approval of any telecommunications facility and use shall rest solely with the Board of Education and shall be determined on a case-by-case basis.

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