

LATAH COUNTY ZONING COMMISSION EXHIBIT LIST

Public Hearing: CUP 841 Date: July 20, 2011 Time: 5:35 pm

Applicant: First Step Internet File #: CUP 841

EXHIBITS:

Exhibit #1.	Staff Report
Exhibit #1 A.	Criteria Worksheet
Exhibit #1 B.	Latah County Comprehensive Plan and Vicinity Map
Exhibit #1 C.	Zoning Map
Exhibit #1 D.	Adjoining Property Owners and Aerial Photograph Map
Exhibit #2.	Application Form (Submitted by Applicant)
Exhibit #2 A.	Applicant's Narrative (Submitted by Applicant)
Exhibit #2 B.	Applicant's Response to 4.05.06
Exhibit #2 C.	Site plan (Submitted by Applicant)
Exhibit #2 D.	Co-Location Agreement
Exhibit #2 E.	Applicant's site lease
Exhibit #2 F.	Proposed site location
Exhibit #2 G.	Detailed Site Plan
Exhibit #2 H.	FAA Lighting Requirements
Exhibit #2 I.	Tower Range Map
Exhibit #2 J.	Network Map
Exhibit #2 K.	Tower Plans
Exhibit #3.	Staff Introduction for Latah County Zoning Commission public hearing for CUP 841 on July 20, 2011

Exhibit # :

**FIRST STEP INTERNET
CONDITIONAL USE PERMIT APPLICATION #841
STAFF REPORT**

SUMMARY OF APPLICATION:

A request by First Step Internet, for a conditional use permit to place a wireless communications tower on a 80-acre parcel in the Agriculture/Forest zone. The property is located at 3812 Foothill Road, in Section 13, Township 40 North, Range 05 West, B.M. in Latah County and is referenced as Latah County Assessor's parcel number RP40N05W133600A.

Site Characteristics:

Size of Parcel: 80 acres
Soils: Uvi-Spokane association, very steep,
Vassar silt loam, 35 to 65 percent slopes
(Latah County Soil Survey Sheet #17)
Floodplain: Zone "C" (FIRM Panel #160086 0235B)

Land Use and Regulations:

Comprehensive Plan Designation: Productive
Existing Zoning: Agriculture/Forest
Existing Uses: Communications Towers/ Forest
Neighboring Zoning: Agriculture/Forest
Neighboring Uses: Forest

Infrastructure/Services:

Water: -
Sewer: -
Access: Foothill, North Latah County Highway District
Schools: Moscow School District
Fire Protection: Moscow Fire District
Law Enforcement: Latah County Sheriff

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Exhibit #2F. Proposed site location
Exhibit #2G. Detailed Site Plan
Exhibit #2H. FAA Lighting Requirements
Exhibit #2I. Tower Range Map
Exhibit #2J. Network Map
Exhibit #2K. Tower Plans
Exhibit #3. Staff Introduction for Latah County Zoning Commission public hearing for CUP 841 on July 20, 2011

NOTE: Exhibits not included in the staff packet are available for review in the Planning Office, and will be entered into the record during the public hearing.

APPLICABLE STATUTE, ORDINANCE, AND COMPREHENSIVE PLAN SECTIONS:

Local Planning Act: Idaho Code 67-6512

Latah County Land Use Ordinance # 269, as amended:

Section 3.01 Agriculture/Forest Zone

Section 4.05 Wireless Telecommunication Towers and Transmission Facilities

Article 7 Conditional Use Permits

Latah County Comprehensive Plan

CRITERIA WORKSHEET

NOTE: This criteria worksheet does not represent staff analysis of information provided by the applicant, supporters, or opponents; however, policies which may be applicable to this particular request have been identified by staff. Information submitted to the Planning Department prior to the mailing of the staff packet has been organized herein in relation to the applicable criteria for approval or denial. The worksheet is intended only to help identify if all relevant criteria have been addressed with supporting factual information, and to provide a juxtaposition of any conflicting testimony that has been presented.

Type of request:

Conditional Use Permit

Description of application:

A request was made by First Step Internet for a conditional use permit to place a telecommunication tower on a 80-acre parcel in the Agriculture/Forest zone. The property is owned by West Twin LLC, and is located at 3812 Foothill Road, in Section 13, Township 40 North, Range 05 West, B.M. in Latah County and is referenced as Latah County Assessor's parcel number RP40N05W133600A.

Facts of application and the information submitted:

1) Section 7.01 requires that specific uses within a particular zone require special consideration prior to being permitted in that zone (Section 3.01, Latah County Land Use Ordinance)

The Latah County Land Use Ordinance, under section 3.01.02(6), lists "communication towers and transmission facilities" as conditionally permitted uses in the Agriculture/Forest zone.

2) Section 7.01.01 requires that an application for a conditional use be made by the owner of the affected property.

The conditional use permit application was signed by the applicant, First Step Internet, and the agent for West Twin, LLC, Ken Schmidt.

3) Section 7.01.02 requires:

1. A conditional use may be granted if the Zoning Commission finds that the proposed use conforms to each of the following criteria:

- A. The use is not detrimental to the health and safety of those in the surrounding area and will not otherwise adversely affect permitted uses or the enjoyment of such uses in that zone to any greater extent than a permitted use in that zone;
 - B. The use will not require facilities or services with excessive costs to the public;
 - C. The use is not in conflict with the goals and policies of the Comprehensive Plan.
- 2. If the Zoning Commission finds that a proposed use is essential to the public health, safety, or welfare, such use may be permitted even if the use is not found to meet the criteria listed above.**

3. **The Zoning Commission shall have the authority to set an expiration date for any conditional use permit so long as the reasons for such are included in their finding of fact and conclusions of law.**

4) **Section 4.05.09 requires the Zoning Commission to set as a condition an automatic lien.**

5) **Section 4.05.07 "Factors Considered by the Zoning Commission" requires:**

In addition to the conditional use permit criteria set out in Section 13.10 (previously listed), the Zoning Commission shall take the following considerations into account when deciding whether to grant a conditional use permit for a wireless telecommunication tower:

1. Whether or not the wireless telecommunication provider has attempted in good faith to co-locate or use an existing structure in the county;
2. Whether the height, design, and any proposed future modification of the wireless telecommunication facility, will reduce or eliminate visual obtrusiveness to the greatest extent feasible and practical;
3. Whether it has been demonstrated the tower will have a negative impact on nearby property;
4. Whether or not the existing land use of the proposed site is unique to that land; and
5. Whether any lighting required by law may pose an unreasonable nuisance at the proposed site.

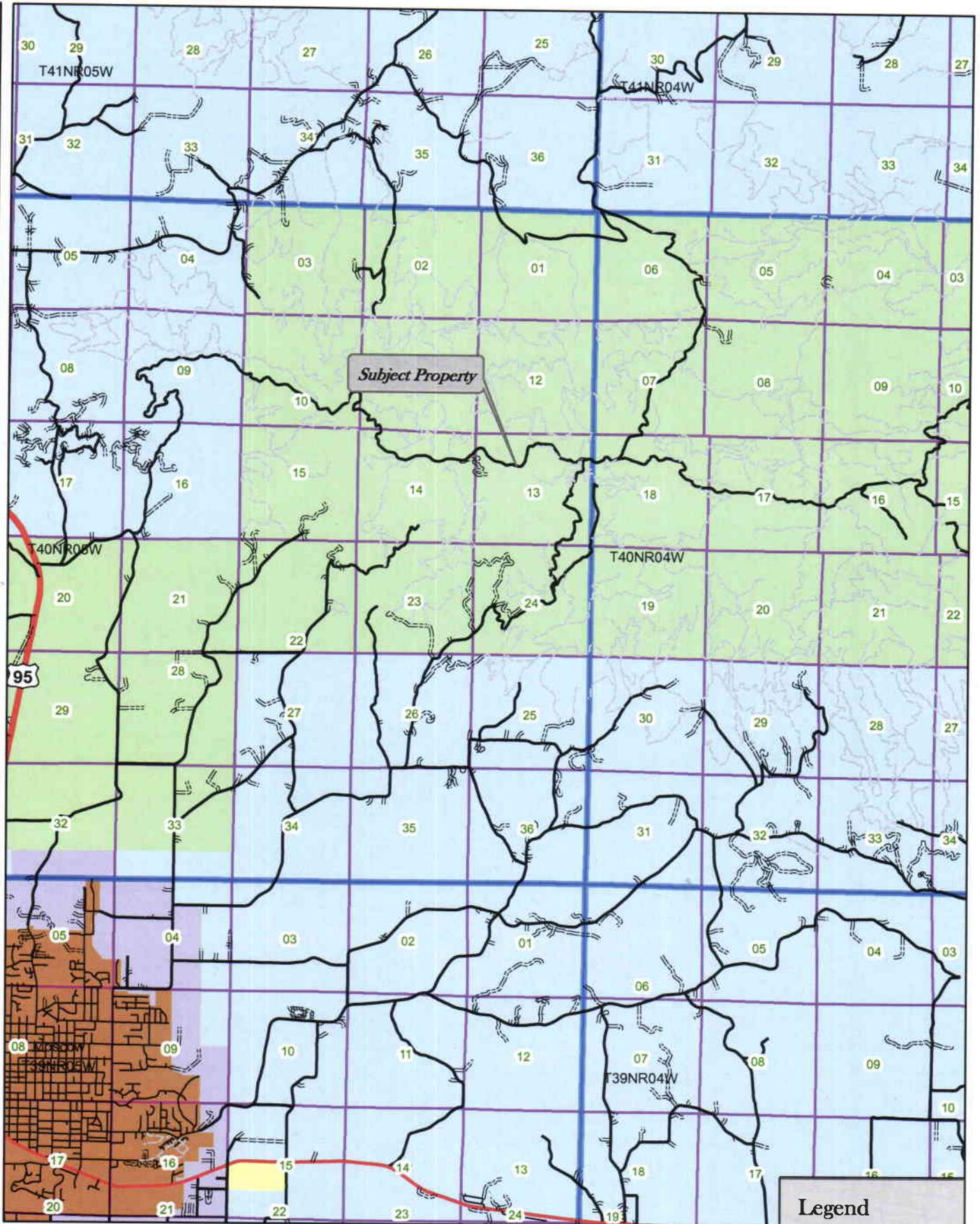
6) **Section 4.05.08 lists required conditions for towers, in addition to any other conditions the Zoning Commission sees reasonable to require:**

The following are required conditions for the approval of the construction of towers and shall appear in any CUP approved for such use:

1. All towers must be built so as to allow for a total of at least three wireless telecommunication providers on the tower.
2. All towers must be setback a minimum of 150% the height of the tower from any public road or property line, and a minimum of 1000 feet from any residence or commercial building unless consents pursuant to 4.05.06.02.B.2(9) are filed with the Planning Department in which event the Zoning Commission may waive such 1000 foot setback if it deems such to be appropriate.
3. If equipment enclosures will be located on the ground, a 6-7 foot high fence of wood, masonry or privacy slats completely surrounding the equipment enclosure is required to secure and screen the equipment and structure.
4. A warning sign no larger than three (3) square feet and no smaller than two (2) square feet must be placed on the fencing access/gate. It must contain the name of the owner and operator of the facility, and a phone number for cases of emergency as well as any other information required by law.
5. Any tower/structure shall be finished in a non-reflective neutral color or as otherwise specified by the Zoning Commission.

6. No ladder rungs or climbing pegs on towers shall be allowed within 20 feet of the ground.
7. No towers with guy wires are allowed.
8. No lighting of antennas or antenna support structures except as required by the Federal Aviation Administration.
9. Transmission towers and all accompanying equipment enclosures or ancillary facilities shall be camouflaged to fit into their immediate surroundings at the discretion of the Zoning Commission.
10. Prior to turning on the antenna(s) or using them, the applicant must submit documentation demonstrating the provider is licensed in good standing by the Federal Communications Commission (FCC).
11. Compliance at all times with any applicable laws or regulations including the Latah County Zoning Ordinance
12. All applicants granted a permit under this section shall cooperate and negotiate in good faith with other providers or tower owners in efforts to co-locate. Such good faith shall include sharing technical information to evaluate the feasibility of co-location. Such technical information is limited to necessary information to evaluate the feasibility of co-location.
 - a. If a provider is denied the opportunity to co-locate by a tower owner or operator with a conditional use permit granted under Section 4.05, the denied party shall obtain a technical study showing co-location is possible from an independent third party prior to consideration for a permit. If the study concludes co-location may occur without impairment to the existing operator(s), the tower owner shall be charged the expense of the study and co-location shall be permitted at such a reasonable fee.
 - b. In the event that the parties are unable to agree as to what is fair market value, the parties shall notify the Planning Department of such in writing and shall then select a certified general appraiser in the state of Idaho to determine the fair market value and notify the County of the same within thirty (30) days. If the parties do not agree on the selection of an appraiser and so notify the Planning Department, the Planning Department may arrange for an appraiser, at the expense of both parties. The determination of fair market value by any such appraiser shall be binding on the parties.
 - c. Failure of a tower owner to allow co-location at a reasonable fee and on reasonable terms shall result in the immediate revocation of the owner's conditional use permit.

CUP #841 Vicinity and Comprehensive Plan Map



NOTE: This Document is a representation only.
Latah County bears no responsibility for errors or omissions.

*Created on 7/12/2011 by JB

0 2,500 5,000 10,000
Feet

LCZC Hrg: CUP 841
Applicant: First Step
Exhibit #: 1B
Date: 07/20/2011



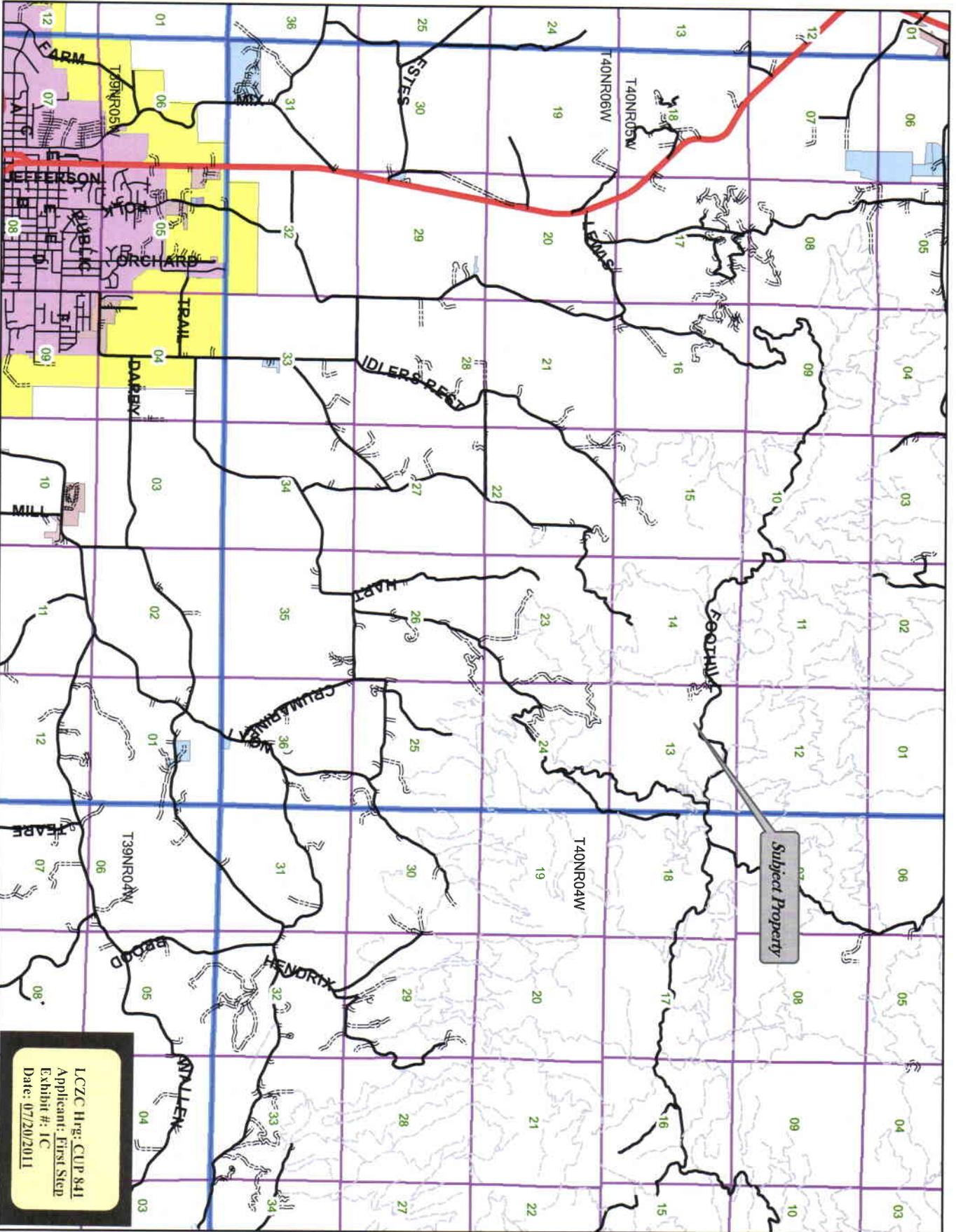
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- AOI PRODUCTIVE
- ICR RURAL





CUP #841 Zoning Map



NOTE: This Document is a representation only. Latah County bears no responsibility for errors or omissions.

*Created on 7/12/2011 by JB



- Legend**
- Agriculture / Forest Industrial
 - Commercial
 - Motor Business Municipality
 - Multiple Family Residential Rural Residential
 - Single-Family Residential Suburban Residential
 - Single-Family Residential (R1)
 - Areas of City Impact

LCZC Hrg: CUP 841
 Applicant: First Step
 Exhibit #: 1C
 Date: 07/20/2011

CUP #841 Aerial & Adjacent Property Owner Map



NOTE: This Document is a representation only. Latah County bears no responsibility for errors or omissions.

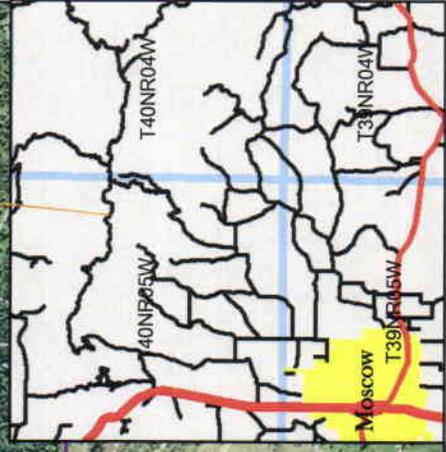
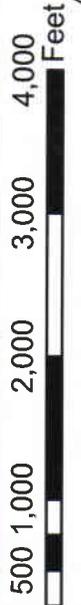
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Legend



Parcels

LCZC Hrg: CUP 841
 Applicant: First Step
 Exhibit #: ID
 Date: 07/20/2011





Application for Conditional Use Permit

Instructions

Please complete the application and required attachments. For certain uses, additional information may be necessary. Incomplete applications or applications without all required attachments will not be accepted. A public hearing will be scheduled only after Staff has determined the application is technically complete.

Please submit to: **Latah County Department of Planning & Building**
Latah County Courthouse 522 S Adams, Room 205, P.O. Box 8068, Moscow, ID 83843 (208) 883-7220

1. Applicant Information			
a. Applicant Name First Step Internet, LLC		b. Home Phone 208-310-1626	c. Work Phone 208-882-8869
d. Mailing Address PO BOX 9587		e. City MOSCOW	f. State ID
g. Zip code 83843		h. Property Owner (if different than applicant) West Twin, LLC	
i. Home Phone 509-334-3804		j. Work Phone 813-335-4766	
k. Mailing Address 2809 Albright Grade		l. City Lemiston	m. State ID
n. Zip code 83501			
2. General Site Information			
a. Assessor's Parcel Number(s) RP40N05W133600		b. Parcel Address (if applicable) West Twin	
c. Acreage of Existing Parcel 80 acres	d. Zoning RURAL	e. Comprehensive Plan Designation RURAL	f. Floodplain designation(s)
g. FEMA Panel #		h. Is the parcel within an Area of City Impact? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
i. Impact City Foothill		j. Road Used to Access Site Foothill	
<i>Note: Sites within an area of city impact may require additional notification time prior to public hearings or a hearing before the other jurisdiction.</i>			
1. Existing Uses Other telecommunication tower facilities			
3. Service Provider Information (please attach additional information if requested)			
a. Fire District MOSCOW	b. Road District Latah County	c. School District MOSCOW	
d. Source of Potable Water (i.e. water district or private well) N/A		e. Sewage Disposal (i.e. sewer district or private septic system) N/A	
4. Adjacent Properties Information			
a. Zoning of Adjacent Properties same		b. Existing Uses of Adjacent Properties same	
5. Permit Information			
a. Proposed Use construction + operation of wireless telecommunication facility.			
b. What provision of the Latah County Zoning Ordinance allows the proposed use to be considered for a Conditional Use Permit in the Zoning District in which the property is located?			
<i>Note: If the proposed use is not specifically listed, please contact the Department prior to submittal to determine if the use is similar to those that are specifically listed as conditionally permitted uses. The Department may require additional information in order to make a determination.</i>			
6. Authorization		7. Attachments	
The applicant does hereby certify that all of the above statements and information in any attachments transmitted herewith are true, and further acknowledges that approval of this application may be revoked if it is found that any such statements are false.		All attachments should be reproducible in black and white at 8 1/2" x 11"	
a. Signature of Applicant <i>Michael Hall</i>	b. Date 6/29/11	<input checked="" type="checkbox"/> Fee: (\$200.00) Make checks payable to Latah County.	
c. Signature of Property Owner (if different than applicant)	d. Date 6/29/11	<input checked="" type="checkbox"/> Completed Narrative Worksheet: See instructions on the Conditional Use Permit Narrative Worksheet.	
Office Use Only		<input checked="" type="checkbox"/> Site Plan: The site plan should include a north arrow, location of roads and rights-of-way, existing buildings, improvements and features; the location and dimensions of proposed facilities, improvements and operations; as well as any other details necessary for the Zoning Commission to make a decision.	
Date Received 6/29/11	Amount 200.00	Receipt No. 85581	By SP
CUP # CUP 841	Date Determined Technically Complete	By	
Hearing Date	By		
<input type="checkbox"/> Other Attachments: Required by staff / Zoning Commission for certain proposed uses.			

LCZC Hrg: **CUP 841**
 Applicant: **First Step**
 Exhibit #: **2**
 Date: **07/20/2011**



Conditional Use Permit Narrative Worksheet

Application Information

Applicant's Name

First Step Internet, LLC

Phone Number

208-882-8869

Purpose: To assist the Zoning Commission in making an informed decision regarding the applicant pursuant to the requirements of the Latah County Land Use Ordinance.

Instructions: Please respond to each section of this form. If you need more space, you may attach additional sheets to the worksheet.

Description of Proposal

Describe your proposal in detail. Include all aspects of your proposal.

First Step Internet plans to construct a 100ft free standing tower for Internet service provision. There will also be a container to be used as an equipment building. This project is part of an ARRA grant to provide Internet Broadband to rural areas throughout the region.

Existing Uses of Property

Please describe what uses, structures and features currently occupy the property.

First Step currently has 2 towers that we acquired from Rathbun Communications (formerly Latah County towers). Avista has a tower, Bennett Lumber has a tower, as well as others.

Consistency Requirements

Please respond to each of the three criteria listed in Section 7.01.02 of the Latah County Land Use Ordinance by explaining how your proposal meets each criteria. If the provided space is insufficient, please attach your responses to this packet.

A. The use is not detrimental to the health or safety of those in the surrounding area and will not otherwise adversely affect permitted uses or the enjoyment of such uses in that zone to any greater extent than a permitted use in that zone.

The site is currently being used for such uses & this tower is consistent with existing uses. The equipment to be installed on the tower are low powered in comparison to the cell & radio towers & transmitters. Thus, the proposed use will not introduce any health and safety issues to surrounding land owners.

B. The use will not require facilities or services with excessive costs to the public.

The site is being funded by an ARRA grant and a \$600,000 match from First Step. There will be no cost to the public.

C. The use is not in conflict with the goals and policies of the Comprehensive Plan.

The purpose of the tower is to increase the capacity and availability of broadband Internet in the rural region. This will enable businesses, residents, libraries, schools & medical clinics in these rural areas to receive those services currently enjoyed by citizens within City limits.

In addition to your response above, please explain your proposal's consistency with the preceding elements of the Comprehensive Plan. If a certain element is not applicable to your proposal, please explain why. Please refer to the Latah County Comprehensive Plan for specific goals and policies of the particular elements.

a. Community Design Element

Consistent with goal to "cluster commercial developments." The proposed use will add this tower to a site already being used for this purpose.

b. Population Element

The proposed use will provide services for citizens living outside the city engaged in agricultural activities - the current desired use.

c. Housing Element

The services to be provided are consistent with the goal to provide an adequate & attractive living environment. (same services available in the city)

d. Economic Development Element

This use provides one of the single most important services that businesses in rural areas say that they must have.

e. Public Services, Facilities, and Utilities Element

The proposed use provides broadband service wirelessly, without the disruptive effect of plowing cable or fiber to homes & businesses in the County.

f. School Facilities and Student Transportation Element

The use provides broadband services to families living in the county rural areas, enabling students to connect to school over the Internet & access other educational resources.

g. Transportation Element

The broadband services proposed introduce/expand the potential to minimize traffic due to telecommuting options.

h. Natural Resource Element

Proposed services methodology bring broadband to rural residents without the disruptive impact of slowing cables + fiber across land in County.

i. Special Areas Element

Proposed wireless services minimize potential for disrupting areas that could be disturbed by trenching.

j. Hazardous Areas Element

Not directly related, but proposed services can be used by fire fighters + other disaster relief personnel.

k. Recreation Element

With the available recreation services advertised online, proposed services give access to such.

l. Land Use Element

The proposed use is consistent with the current land use goals.

m. Property Rights Element

First Step has established an agreement with the land owner of this private property.

In response to page 50 of 4.05.06 – Construction of new Wireless Telecommunication Towers

B1. Included in lease agreement included with materials

B2. Tower plans included

B3. The proposed tower can accommodate various types of antennas: dish, sector and omni-directional being the most common. A sample analysis of antennas was done for Rathbun Communications for a Latah County Sheriff's Department tower installed in 2009. This is included in the tower plan included with the application. It shows that multiple antennas can be installed on the tower, therefore giving it the ability to accommodate up to three providers as needed. Generally a single dish type antenna is used to bring a backhaul connection to the tower, then smaller sector antennas are used to distribute signal to the surrounding area, both for cellular and wireless Internet service. Then omni-direction antennas are the most common for two way radio communications. On this exact same tower installed in Genesee and another on Teakean Butte, First Step currently has multiple antennas installed in addition to the Sheriff's communication antennas, a collocation with the Nez Perce Tribe (Teakean) with capacity for further expansion.

B4. Latah County form included

B5. This information is detailed in the lease agreement included with materials. Access to the site is via Foothill Road as detailed on Latah County plot map included in the packet.

B6. According to the FAA circular referenced below, only structures that exceed an overall height of 200ft need to be marked and/or lighted.

[http://rql.faa.gov/Regulatory_and_Guidance_Library/rqAdvisoryCircular.nsf/0/b993dcdcf37fcdc486257251005c4e21/\\$FILE/AC70_7460_1K.pdf](http://rql.faa.gov/Regulatory_and_Guidance_Library/rqAdvisoryCircular.nsf/0/b993dcdcf37fcdc486257251005c4e21/$FILE/AC70_7460_1K.pdf)

B7. Existing towers on West Twin include:

For each of these towers, FS would appeal to point 1E of 4.05.05 as the primary factor in not utilizing the existing towers on West Twin. First Step has had facilities on WT for a number of years and we have worked with a few of the entities up there already. The popularity of the site and the heavy installation of antennas for a whole host of purposes constitute a limiting factor that renders these sites unsuitable for FS purposes. A number of the towers are just too small or are guyed Rohn type towers that cannot accommodate the antennas we need. The larger towers then already have so many antennas that they are not sufficient.

Roscoe Williams – this tower is not sufficient to support the antennas to be installed.

Bennett Lumber – we have spoken with Bennett Lumber and work with them on other joint towers, but their current tower cannot accommodate our requirements due to other entities (3 or more) already collocated on their tower.

Clark Communications - this tower is not sufficient to support the antennas to be installed.

Global Signal – this tower is not sufficient to support the antennas to be installed.

KQQQ Radio Palouse - this tower is not sufficient to support the antennas to be installed.

Inland Power & Light – this tower has a significant number of antennas already and does not have the room to accommodate the antennas to be installed.

Northwest Microwave - this tower has a significant number of antennas already and does not have the room to accommodate the antennas to be installed.

Inland Cellular - this tower has a significant number of antennas already and does not have the room to accommodate the antennas to be installed.

Rathbun Communications – this tower is not sufficient to support the antennas to be installed. We have had equipment on Keith's tower in the past until we purchased our current towers up there.

Adelphia – this tower is now owned by Elk River Cable who we currently work with and it is not sufficient to support the antennas to be installed.

AT&T Wireless Services – this tower has a significant number of antennas already and does not have the room to accommodate the antennas to be installed.

Avista – this tower has a significant number of antennas already and does not have the room to accommodate the antennas to be installed.

Idaho Bureau of Communications – the State of Idaho does not allow collocation by private entities.

Latah County – now First Step Internet – current towers are in heavy use and more capacity is required, hence the new tower.

B8. We have included two maps, one which shows the point to point microwave links throughout the region and a second map showing general "distribution" service coverage for Internet service off of West Twin (Moscow Mountain). The distribution range is generally 5-10 miles depending on the antenna type used. The point to point range can be 20-30 miles or more depending on the size of the dish. We have also included a site map and a map of "tower row" to show where our tower will be located relative to the others.

B9. There are no residences or commercial buildings within 1000 feet of the proposed tower.

3812 Foothill Road

LCZC Hrg: CUP 841
Applicant: First Step
Exhibit #: 2C
Date: 07/20/2011



Created on
6/23/2011
by JB



Scale: 0 300 600 1,200

NOTE: This Document is a representation only.

CO-LOCATION AGREEMENT

Return to: Latah County Planning & Building, PO Box 8068, Moscow, ID 83843
(Latah County Courthouse, 522 S Adams, Phone (208) 883-7220, Fax (208) 883-7225

This form is not complete until all the information is provided and it has been notarized by a duly licensed notary public

This is a signed agreement between the tower owner and Latah County pursuant to Section 11.05.06(2)(d) of the Latah County Zoning Ordinance agreeing to allow co-location with other service providers and agreeing that any future owners or operators will allow co-location on the tower. This agreement is to be returned to the Latah County Planning and Building Department, and if the conditional use permit to build the telecommunication tower is granted, this document will be recorded in the Latah County Recorder's office by the Planning Department.

- 1. Pursuant to the Latah County Zoning Ordinance Section 11.05.06(2)(d): First Step Internet, LLC, [a corporation organized and existing under the laws of the state of Idaho, having its principal place of business at 1420 S. Blaine St #10, in the City of Moscow, County of Latah, State of Idaho or as the case may be] (herein referred to as the "Tower Owner") through and by its authorized agent/representative(s) agrees: that if granted a conditional use permit pursuant to section 11.05 of the Latah County Zoning Ordinance to build a tower for wireless telecommunication services, it will allow co-location with other users and that any future owners or operators will allow co-location on the same tower. Said tower is located at the following address 3812 Foothill Road, City of Moscow, County of Latah, State of Idaho.
2. Pursuant to Section 11.05.08(1) of the Latah County Zoning Ordinance: The Tower Owner further agrees to build the tower so as to allow for at least two other wireless telecommunication service providers besides itself to locate on and use the tower.
3. Co-location pursuant to section 11.05.02 of the Latah County Zoning Ordinance is defined as the use of a single wireless telecommunication tower or other support structure by more than one wireless telecommunication service provider.
4. Pursuant to the Latah County Zoning Ordinance Section 11.05.08(12): The Tower Owner further acknowledges and agrees to cooperate and negotiate in good faith with other providers or tower owners in efforts to co-locate. Such good faith shall include the sharing of technical information to evaluate the feasibility of co-location. Such technical information is limited to necessary information to evaluate the feasibility of co-location.
5. The Tower Owner further agrees to the terms and conditions set out in Section 11.05.08(12)(a)-(c) of the Latah County Zoning Ordinance, which is incorporated in this agreement by reference.
6. The Tower Owner further agrees and acknowledges that any future owners or operators of the above mentioned tower is subject to this agreement and all conditions and terms set out in section 11.05 of the Latah County Zoning Ordinance.
7. This agreement incorporates and is subject to all conditions set out in Section 11.05 of the Latah County Zoning Ordinance.

Kevin Owen

Please Print Name of Tower Owner or Representative

6/28/2011
Date

Signature of Tower Owner or Representative

State of Idaho)
County of Latah) SS

SUBSCRIBED AND SWORN to before me this 28th day of June, 2011.



Michael Hall
NOTARY PUBLIC in and for the State of Idaho.

My Commission expires 9-10-2016

LCZC Hrg: CUP 841
Applicant: First Step
Exhibit #: 2D
Date: 07/20/2011

LEASE WEST TWIN SITE

This Lease shall have an effective date of December 1, 2007, and is entered into by and between KINZER, et al., herein called "Lessor", and "FIRST STEP", herein called "Lessee". Purpose of Lease as stated by FIRST STEP: To provide broadband internet service distribution and backhaul, access points.

WITNESSETH:

Lessor desires to make a Lease dated December 1, 2007, and the subsequent Option to Renew for two terms of five (5) years, and to grant to Lessee and Lessee desires to accept the lease and receive from Lessor the premises and easement described hereinbelow, pursuant to the terms, conditions, and covenants slated herein. Therefore, the parties hereby agree as follows:

1. Lease. Lessor does hereby lease, demise, and let unto the Lessee a one hundred fifty by fifty (150' x 50') feet portion of real property located in Latah County, State of Idaho, Parcel # _____; within Section 13, Township 40N, Range 5W, Boise Meridian, as described in Exhibit "A" attached hereto and by reference made a part hereof, as the premises.
2. Easement. In addition to the real property specified in Exhibit "A", Lessor grants a non-exclusive right for the purposes of ingress to and egress from

the site to use and maintain the existing road upon, over, and across the lands described in Exhibit "B" attached hereto and by reference made a part hereof.

3. Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the 1st day of December, 2007, and ending on the 30th day of November, 2012.

Lessee shall have the option to renew ("option") this lease agreement for four (4) additional extended terms of five (5) years each ending Nov 30, 2032. If Lessee shall remain in possession of the premises at the expiration of this initial term or any extended term without a written agreement, such lease shall be deemed a year-to-year lease under the same terms and conditions of this lease. Extended term(s) shall renew under the same terms and conditions of the lease with the exception of rent adjustments as provided in section 5 of this lease. All options must be exercised not later than ninety (90) days before the expiration of the initial term or any extended term. Any period of extension of the lease term will be subject to a new payment schedule, as stated in section 5, lease payment below. In order to exercise this option the Lessee must deliver, in writing, notice of the intent to extend the lease. Notice shall be delivered by mail at the Lessors address below, or other address as may be provided at a later date.

4. Lessor's Reservation. The Lessor reserves the following:
- a. The right, for itself and its successors and assigns, to enter upon the site (but not the buildings or towers) at all reasonable times for the purpose of inspection, examination, maintenance, and any other reasonable prudent purpose.

- b. The right, for itself and its successors, assigns, and permittees at any time to:
 - (i) Cross, recross, and use the road; and
 - (ii) Go upon and use any of its land adjacent to the lease premises for any purpose.

Lessor agrees that in the event it exercises any of the reservations contained herein that it will do so subject to the rights of Lessee hereunder and shall insure that any use by Lessor shall cause no interference with the operation and use of such facilities as may be installed by Lessee hereunder and that in the event there is any such interference, the same shall be removed at the expense of the Lessor.

5. Lease Payments. Lessee agrees to pay Lessors an annual base rent in the amount of Five Thousand Dollars (\$5,000.00) to be paid in quarterly payments as requested by the Lessee. The first quarterly payment to be paid on or before the 1st day of December, 2007, with three additional payments for the first year of the initial term, and additional rent payable on a quarterly basis during all terms as described below.

- a. During each term annual rent shall be increased by the greater of three percent (3%) or the percentage increase during the preceding year in the Consumer Price Index, Department of Labor for the City of Moscow, Idaho, or comparable consumer index, if the index described herein is unavailable.
- b. Payment shall be made in lawful money of the United States, at Lessor's notice address set forth herein or to such other party or at such other place as Lessor may hereafter from time-to-time designate, in writing. An addendum and payment schedule for each co-location or sub-lease shall be executed by both parties authorizing any such co-location or sub-lease and establishing a surcharge to be paid to the Lessor

by the Lessee for each such co-location, assignment or Sublease, and shall be negotiated and settled upon prior to that entities use of the premises for any purpose.

It is the parties' intent that should the lessee permit third parties use of the tower site, then the lessor shall be paid for the use whether it be provided in a sub-lease, co-locating, assignment or document of whatever nature.

6. Lessee's Duties and Obligations. The Lessee is subject to the following conditions and restrictions:
- a. Lessee shall install, operate, and maintain its equipment in accordance with at least the minimum accepted industry and FCC site engineering standards and comply with all applicable laws and regulations.
 - b. Lessee shall:
 - (i) In the event of tower collapse or destruction of any of Lessee's improvements by any cause, be required to clean up and dispose of any such debris;
 - (ii) At all times maintain the station site free from any waste or debris created by Lessee;
 - (iii) Install all and maintain all wires, cables, equipment, and appurtenances in conformity with the National Electrical Code and all state laws;
 - (iv) Operate any internal combustion powered auxiliary power unit only in an area cleared to mineral soil or in a building having a fire resistant interior;
 - (v) Not use the road for any other purpose or use any other road of Lessor without permission of Lessor;
 - (vi) Obtain and maintain a policy of liability insurance insuring Lessee against liability arising out of its operation, including use of vehicles, in limits of not less than One Hundred Thousand Dollars (\$100,000) for injury to one person, Three Hundred Thousand

Dollars (\$300,000) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000) property damage for any one occurrence, and deliver to Lessor a certificate from the insurer certifying that the coverage is not less than the above amounts is in force and that in the event of cancellation or modification of such coverage the insurer will give each party (10) days written notice prior to any cancellation or modification;

- (vii) Comply with all laws, rules, and regulations relating to fire prevention, control and suppression; and
- (viii) Neither cut, damage, nor destroy without prior written permission of Lessor, any of Lessor's forest growth upon leased premises; provided, however, that Lessee may cut down any timber obstructing Lessee's use of the road and beam path (as specified in Exhibit "A") or any other frequency used by Lessee, providing that Lessee shall pay to Lessor an amount equal to the current fair market value, as determined by Lessor, of the onsite value of the tree.
- (ix) Provide, install, and maintain in good condition all trade fixtures that the Lessee requires to conduct its business on the leased premises. All trade fixtures shall remain the Lessee's property.
- (x) Not construct any leasehold improvements or otherwise alter the leased premises without the Lessor's prior written consent, which the Lessor may not unreasonably withhold. However, leasehold improvements whose cost or value does not exceed One Thousand Dollars (\$1,000.00) may be constructed by the Lessee without the Lessor's prior written consent.
- (xi) Obtain, pay for, and maintain builder's risk insurance with respect to construction, alterations, improvements that the Lessee undertakes. The coverage shall be in an amount satisfactory to the Lessor. The Lessor may require that the Lessee obtain contingent liability and broad form builder's risk insurance in an amount

satisfactory to the Lessor if there are any perils relating to the proposed construction that are not covered by other insurance that the Lessee is required to obtain and maintain pursuant to this lease.

- (xii) All leasehold improvements made by the Lessee shall be the Lessee's property during the lease term. However, the Lessee may not remove, alter, or damage the leasehold improvements from the leased premises. Leasehold improvements surrendered to the Lessor shall become the Lessor's property. The Lessor shall have no obligation to reimburse the Lessee for all or any portion of the value or cost of the leasehold improvements surrendered to the Lessor.
- (xiii) Lessee shall keep the leased premises and the real property free from liens. The Lessee shall timely pay all bills arising out of any work performed, materials furnished, or obligations incurred by the Lessee or its agents or discharge the lien within ten (10) days after the lien has been recorded against the leased premises and/or the real property. The party receiving notice of a lien against the leased premises or any action affecting title to the leased premises immediately shall give the other party written notice of the notice of lien or action.

7. Assignment of Lease. Lessee may make no assignment of this lease or any interest therein without the written consent of Lessor, which shall not be unreasonably withheld.

8. Sale or Transfer. In the event Lessor sells or transfers ownership of the Premises in whole or in part, such sale or transfer shall be subject to the terms of this Lease.

9. Notice. Any notice to be given by either party to the other party under provisions of or with respect to this lease shall be served personally or by mail, addressed to the party to be served at the latter's post office address

hereinabove set forth, and service by certified mails shall be equivalent to personal service.

To Lessor: Madlynn Kinzer
14,000 Hillside Rd.
Genesee, ID 83832
Telephone No. (208) 285-1577

CC: Dean Kinzer
1501 Ryan Road
Pullman, WA 99163
Telephone No. (509) 334-2805

To Lessee: FIRST STEP
Eastside Marketplace
P. O. Box 9587
Moscow, ID 83843
Telephone No. (208) 882-8869

10. Insurance. Lessee shall obtain and keep in full force and effect all of the following in a form satisfactory to the Lessor from one or more companies reasonably acceptable to the Lessor:

- a. Comprehensive general liability insurance, including property damage, against liability for personal injury, bodily injury, death, and damage to property occurring in or about, or resulting from an occurrence in or about the leased premises. The insurance shall contain fire legal endorsement coverage and a contractual liability endorsement insuring the Lessee's performance of the Lessee's obligation under this lease to indemnify the Lessor. The combined single limit coverage shall not be less than Three Million Dollars (\$3,000,000.00).
- b. Fire and property damage insurance insuring the Lessee's personal property, inventory, trade fixtures, and leasehold improvements within the leased premises against loss caused

by fire, vandalism, malicious mischief, fire sprinkler damage, and such other perils as now are or hereafter may be included in a standard extended coverage endorsement in general use in the county in which the leased premises are located. The insurance shall insure the Lessee for the full replacement cost of the Lessee's personal property, inventory, trade fixtures, and leasehold improvements within the leased premises.

11. Termination. Lessee shall have the right to terminate this lease at the end of any five (5) year term by giving ninety (90) days' prior written notice thereof to Lessor.

In the event of such termination as provided in this paragraph or as provided in paragraph 12 hereof, Lessee shall remove all of Lessee's facilities on the site and the appurtenances thereto within ninety (90) days thereafter and concurrently therewith the obligation of Lessee for payment of any rent or other obligations shall terminate. All other improvements made to the site shall be and remain the property of Lessee.

The Lessor shall have the option to terminate this lease if (a) in the Party's opinion necessary repairs to the leased premises cannot be made within One Hundred Eighty (180) days of the date that the leased premises were damaged; (b) because of the laws then in force, the premises may not be restored at a reasonable cost to substantially the same condition in which it was prior to being damaged or may not be used for the same use being made of it before it was damaged; or (c) that leased premises are damaged by a peril not insured against. The Lessor may exercise the Lessor's option by delivering a written notice of the Lessor's election

to terminate this lease within thirty (30) days after the date of that the building and/or leased premises are damaged.

12. Default. If the Lessee shall fail or neglect to do, keep, perform, or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed, and observed and such default shall continue for thirty (30) days or more after written notice of such failure or neglect shall be given to Lessee by Lessor, or if on the expiration of this lease Lessee fails to surrender possession of said leased premises, then and in either of said cases or events, the Lessor may declare the Lessee in default and terminate Lessee's rights hereunder.

13. Negligence. The Lessee shall pay for all damage to the leased premises or the real property caused by the negligent act or omission of the Lessee or any of its agents, employees, invitees, or contractors or by the Lessee's failure to promptly discharge the Lessee's obligations under this lease or comply with the terms of this lease, but only to the extent that such damage is not covered by insurance proceeds actually recovered by Lessor. Any amount owed by the Lessee shall be paid on demand by the Lessor.

14. Taxes. The Lessee shall timely pay any taxes, assessments, license fees, and public charges levied, assessed or imposed during the lease term against the Lessee or the Lessee's estate in this lease or the Lessee's property situated within the leased premises. On demand by the Lessor, the Lessee shall furnish the Lessor with satisfactory evidence that payment has been made.

15. Attorney's Fees. In case suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease, the losing party in such suit agrees to pay such sums as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action, and in the event any appeal is taken from any judgment or decree such suit or action, the losing party on such appeal agrees to pay such further sum as the appellate court may adjudge reasonable as attorney's fees for the prevailing party of such appeal.

16. FCC License. This agreement and all the terms and conditions thereon are contingent upon Lessee or its assigns acquiring and/or maintaining the appropriate FCC License.

17. Waivers. Either party's waiver of any breach of this lease shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this lease.

One party's consent to any act by the other party requiring the first party's consent shall not be deemed to waive or render unnecessary the first party's consent to any subsequent similar act by the other party.

The Lessor's receipt of any rent or other payment with or without knowledge of the Lessee's breach of any provisions of this lease shall not be deemed a waiver of that breach unless the waiver is in writing and signed by the Lessor.

No delay or failure to exercise any right or remedy accruing to a party upon any breach of this Lease by the other party shall be construed as a waiver of that breach or any subsequent breach of the same provision.

18. Binding Effect. Subject to the provisions regarding assignment, this lease shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Lessor and Lessee.

19. Severability of Provisions. If any provision of this lease is determined to be invalid or illegal, that invalidity or illegality shall in no way affect, impair, or invalidate any other provision of this lease. Remaining provisions shall remain in full force and effect.

20. Authorized Signatories. The persons who have executed this lease represent and warrant that they are duly authorized to execute this lease in their individual or representative capacity as indicated.

21. Time of Essence. Time is of the essence with respect to the performance of every provision of this lease in which time of performance is a factor.

22. Amendment of Lease. No amendment of this lease shall be effective unless in writing and signed by both parties to this lease.

23. Governing Law. This lease shall be construed and enforced in accordance with the laws of the State of Idaho.

24. Captions. The captions in this lease are for convenience only and are not part of the lease.

25. Counterparts. This lease may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

26. Entire Agreement. This lease constitutes the entire agreement between the parties. There are no binding agreements or representations between the parties except as expressed in this lease. The Lessee acknowledges that neither the Lessor nor any of the Lessor's agents has made any representation or warranty as to the suitability of the leased premises or the common area for the conduct of the Lessee's business or the condition of any improvements located thereon. The Lessee expressly waives any claim for damages by reason of any statement, representation, warranty, promise, or other agreement of the Lessor or the Lessor's agent not contained in this lease.

27. Amendment of Lease. No amendment of this lease shall be effective unless in writing and signed by both parties to this lease.

28. Governing Law. This lease shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF the parties have set their hands the day and year stated below.

LESSOR: KINZER, et al

LESSEE: FIRST STEP
Eastside Marketplace
P. O. Box 9587
Moscow, ID 83843

By: Madlynn Kinzer
Madlynn Kinzer

By: Kevin W. Owen
Kevin W. Owen

Its: Owner

Its: President

Dated: 11/13/08

Dated: December 1, 2007

Washington
STATE OF IDAHO)
Whitman) ss.
County of Latah)

I certify that I know or have satisfactory evidence that Madlynn Kinzer is the individual who personally appeared before me, and said individual acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument, in her capacity as an owner of the property, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 13th day of November, 2008.



Barbara E. Bates
NOTARY PUBLIC in and for the State
of Idaho, Residing in: Colton
Commission Expires: May 20, 2009

STATE OF IDAHO)
) ss.
County of Latah)

I certify that I know or have satisfactory evidence that _____ is the individual who personally appeared before me, and said individual acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Representative of Global Signal Services LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 1st day of December, 2007.



Michael Hall
Printed Name: Michael Hall
NOTARY PUBLIC in and for the State
of IDAHO, residing in MOSCOW

EXHIBIT "A"

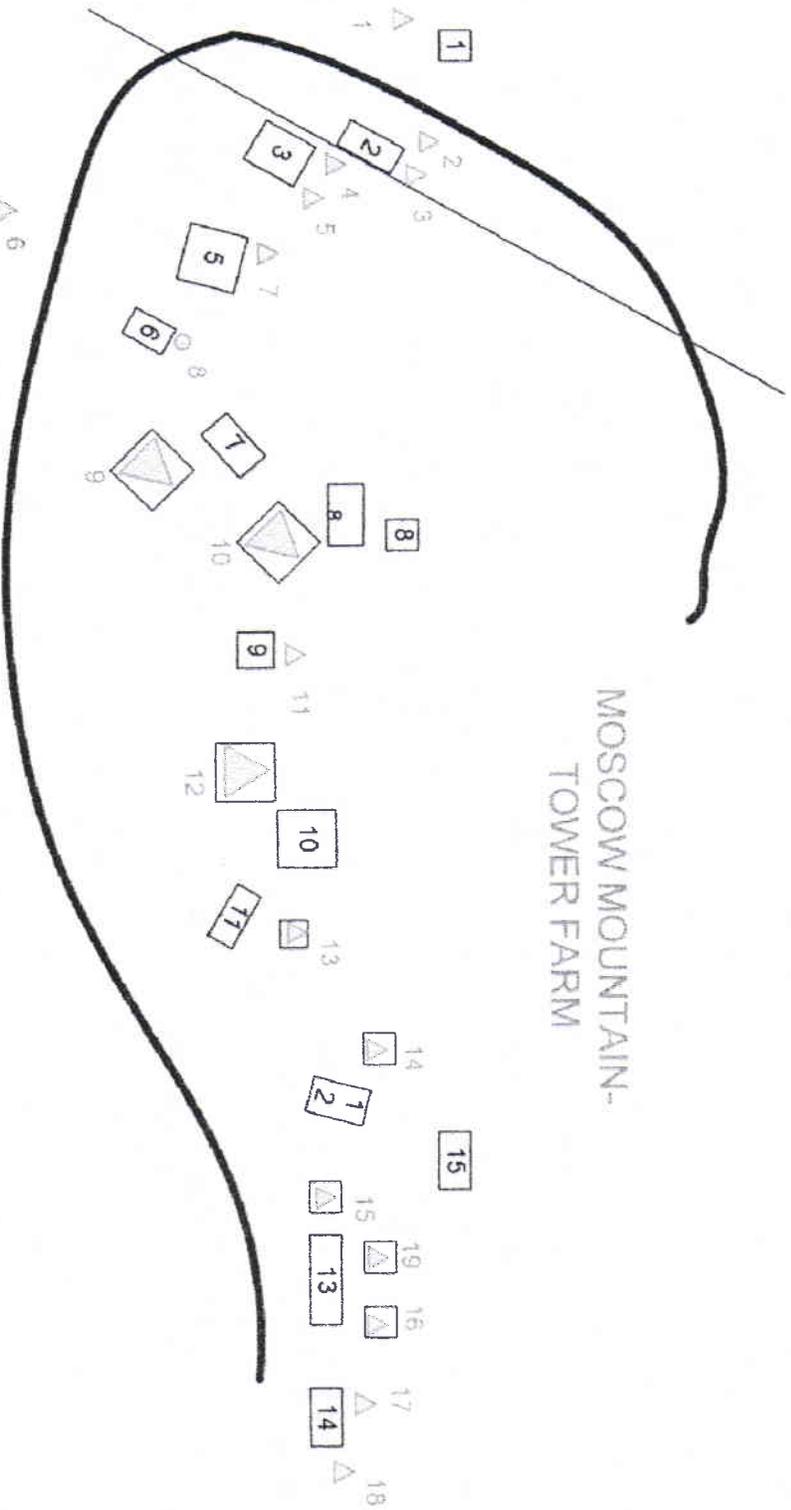
LEASED SITE:

FIRST STEP owns 2 radio towers [described as (1) 50 foot Rohn 25g (GPS located at 46.8114 degrees latitude by 116.9146 degrees longitude) (1) 100 foot Rohn 45g tower (GPS located at 46.8111 degrees latitude by 116.9145 degrees longitude)] and 1 (8x20) shipping container structure currently located to the far East of West Twin on Moscow Mountain at a place more particularly described as:

[All located at: Commencing at a monument located South 1060 feet more or less and East 580 feet more or less from 1/16 corner common to the Southwest Quarter of the Northwest Quarter of Section 14 of Township 40North, Range 5 West of the Boise Meridian. Thence North 50 feet, thence East 150 feet, thence South 50 feet, thence West 150 to the point of Beginning. All of the forgoing real estate is situated in the County of Latah, State Of Idaho.]
[46-48-66.6, 116-54-87.9 W, 4515 feet elevation.]

Exhibit B contains a site map done by "Steel in the Air" and identifies FIRST STEP location as numbers 14, 17, and 18.

MOSCOW MOUNTAIN-
TOWER FARM



- | | |
|---------------------------|------------------------------------|
| 1- Roscoe Williams | 9- Rathburn Communications |
| 2- Bennett Lumber | 10- Adelphia |
| 3- Clark Communications | 11- AT&T Wireless Services |
| 4- Global Signal | 12- Avista |
| 5- KQQQ Radio Palouse | 13- Idaho Bureau of Communications |
| 6- Inland Power and Light | 14- Latah County |
| 7- Northwest Microwave | 15- KMOK- (Proposed) |
| 8- Inland Cellular | |

*Site Audit by
Steel in the
Air*



FIRST AMENDMENT TO WEST TWIN SITE LEASE

THIS FIRST AMENDMENT TO WEST TWIN SITE LEASE ("**Amendment**"), dated as of the latter of the signature dates below, is by and between West Twin, LLC, having a mailing address of 2809 Albright Grade Lewiston, Id 83501 ("**Lessor**") and First Step, an Idaho corporation, having a mailing address of P.O. Box 9587, Moscow, ID 83843 ("**Lessee**").

WHEREAS, Lessor and Lessee entered into a Lease dated November 13, 2008 (the "**Lease**") whereby Lessor leased to Lessee certain premises, therein described, that are a portion of the property located in Latah County, State of Idaho, Parcel # RP40N05W133600; within Section 13, Township 40N, Range 5W, Boise Meridian (the "**Premises**"); and

WHEREAS, Lessor and Lessee desire to amend the Lease to increase the size of the Premises; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Lease.** Paragraph 1 of the Lease is hereby amended as follows:

Lessor agrees to increase the size of the Premises leased to Lessee to accommodate Lessee's needs. Upon the execution of this Amendment, Lessor leases to Lessee the Premises as more completely described on attached Exhibit A-1. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit A-1. Exhibit A-1 hereby replaces Exhibit A to the Lease.

2. **Lease Payments.** Paragraph 5 of the Lease is hereby amended as follows:

Commencing on the first day of the month following the date that Lessee commences construction of the modifications set forth in this Amendment, Rent shall be increased by \$3500 annually to an annual base rent in the amount of Eight Thousand Five Hundred Dollars and 00/100 (\$8,500.00) to be paid in quarterly payments subject to further adjustments as provided in the Lease.

3. **Lessee's Duties and Obligations.** Paragraph 6 of the Lease is hereby amended as follows:

(xiv) Lessee will be responsible for paying in a timely manner all utilities charges for electricity, telephone service or any other utility used or consumed by Lessee on the Premises and Lessee shall secure its own metered electrical supply.

4. **Insurance.** Paragraph 10 of the Lease is hereby amended as follows:

c. Lessor and Lessee 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 (a) the acts, omissions, negligence or willful misconduct, including claims for damage or personal injury in the operations or activities on the property by the indemnifying party or the employees, agents, contractors, licensees, lessees and/or sublessees of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. The parties hereby acknowledge that under no circumstance, including but not limited to condemnation or breach of this Lease, shall Lessor be liable to Lessee for any incidental or consequential damages, including but not limited to any loss of income, business or

profits, arising out of Lessee's use of the Premises or Lessor's performance or non-performance under this Lease, even if Lessor has been advised of the possibility of such damages. Notwithstanding anything to the contrary in the Lease, the parties hereby confirm that the provisions of Paragraph 10 shall survive the expiration or termination of this Lease.

5. **Taxes.** Paragraph 14 of the Lease is hereby amended as follows:

Notwithstanding the foregoing, Lessee 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 Lessee's equipment. Lessee shall pay such tax or fee within thirty (30) days of receipt of an invoice from Lessor (together with supporting documentation indicating the tax increase due to Lessee's installation at and/or use of the Premises).

6. **Interference.** Paragraph 29 of the Lease is hereby added as follows:

Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor or lessees or licensees ("Lessees") of Lessor with rights in the Property prior in time to Lessee's (subject to Lessee's rights under this Lease, including, without limitation, non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its lessees, or licensees entering the Premises subsequent to Lessee's presence, or its employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the operations of Lessee. In the event interference is caused to any party on the Property, the interfering party shall use reasonable efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from the non-interfering party and, if appropriate, performing an interference study in accordance with industry-standard procedures and practices. If the interference cannot be corrected or eliminated within such 48-hour period, the interfering party shall cause the frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up during off-peak hours in order to determine whether such interference continues or has been eliminated. If the interference cannot be corrected or eliminated, to the satisfaction of non-interfering party, within twenty (20) days of receipt of written notice from non-interfering party, the interfering party shall or shall cause such other interfering parties, as the case may be to cease the operations of the objectionable communications equipment until the interference problems are resolved. In the event the interference problems are not resolved, the Lessor and Lessee acknowledge that continuing interference may cause irreparable injury, and therefore, the injured party shall have the right, in addition to any other rights it may have in law or in equity, to bring a court action to enjoin such interference or terminate this Lease immediately upon written notice to the interfering party. In no event will Lessor be liable for any indirect, special, incidental or consequential damages (including, without limitation, loss of profits, income or business opportunities) arising from any such interference. As used in this paragraph, "interference" shall include any performance degradation, misinterpretation, or loss of information to a radio communications system caused by (i) unwanted energy emissions, radiations, or inductions, or (ii) physical barriers including, but not limited to, walls, signage, metal frames or other structures. "Interference" shall not include permissible interference as defined by the FCC.

7. **Environmental Laws.** Paragraph 30 of the Lease is hereby added as follows:

Lessor represents that it has no knowledge, without a duty to investigate, 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. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. 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. 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 Paragraph shall survive the termination or expiration of this Lease.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be effective as of the last date written below.

LESSOR:
West Twin, LLC

LESSEE:
First Step
an Idaho corporation

By: 
Print Name: Ken Schmidt
Its: Agent
Date: 6/28/11

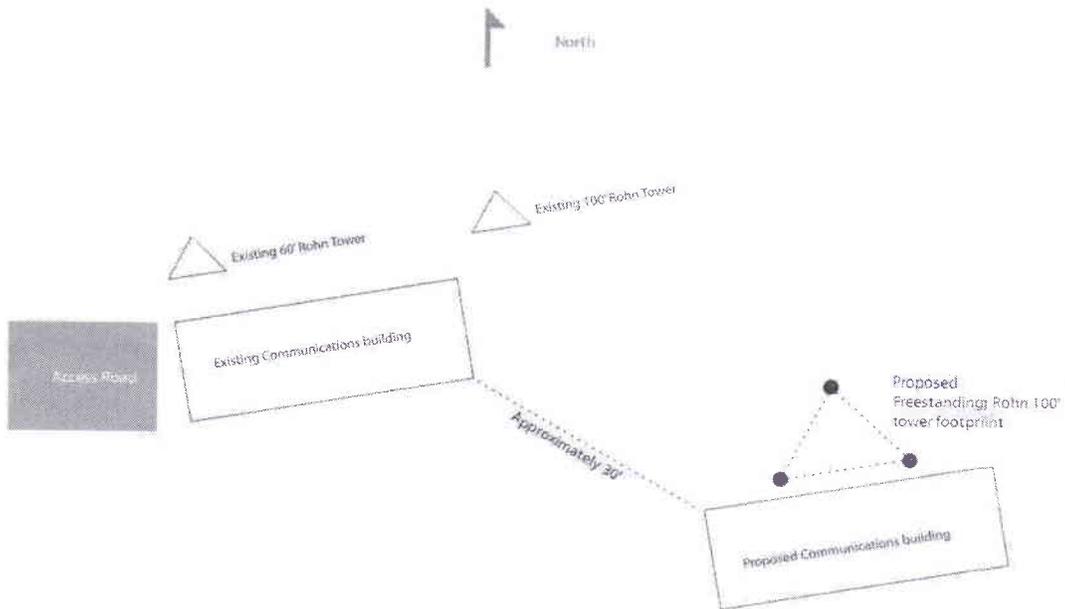
By: 
Print Name: Kevin Owen
Its: President
Date:

EXHIBIT A-1

DESCRIPTION OF PREMISES

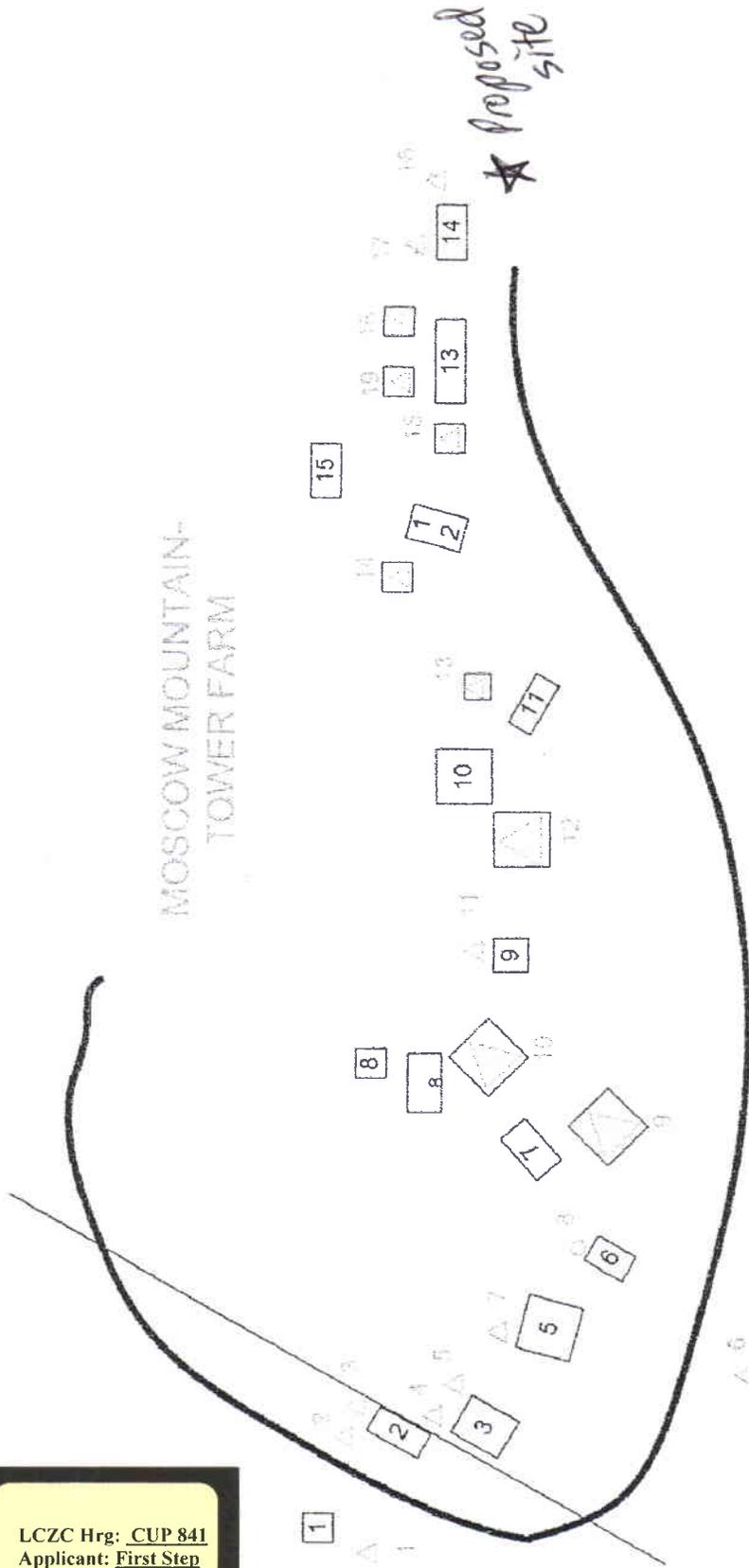
to the First Amendment to West Twin Site Lease dated 6/29/11, 2011, by and between Kinzer, et al., as individuals, as Lessor, and First Step, as Lessee.

The Premises are described and/or depicted as follows which shall be replaced with a Site Plan prior to construction, subject to Lessor's prior written approval:



LCZC Hrg: CUP 841
 Applicant: First Step
 Exhibit #: 2F
 Date: 07/20/2011

MOSCOW MOUNTAIN-
 TOWER FARM

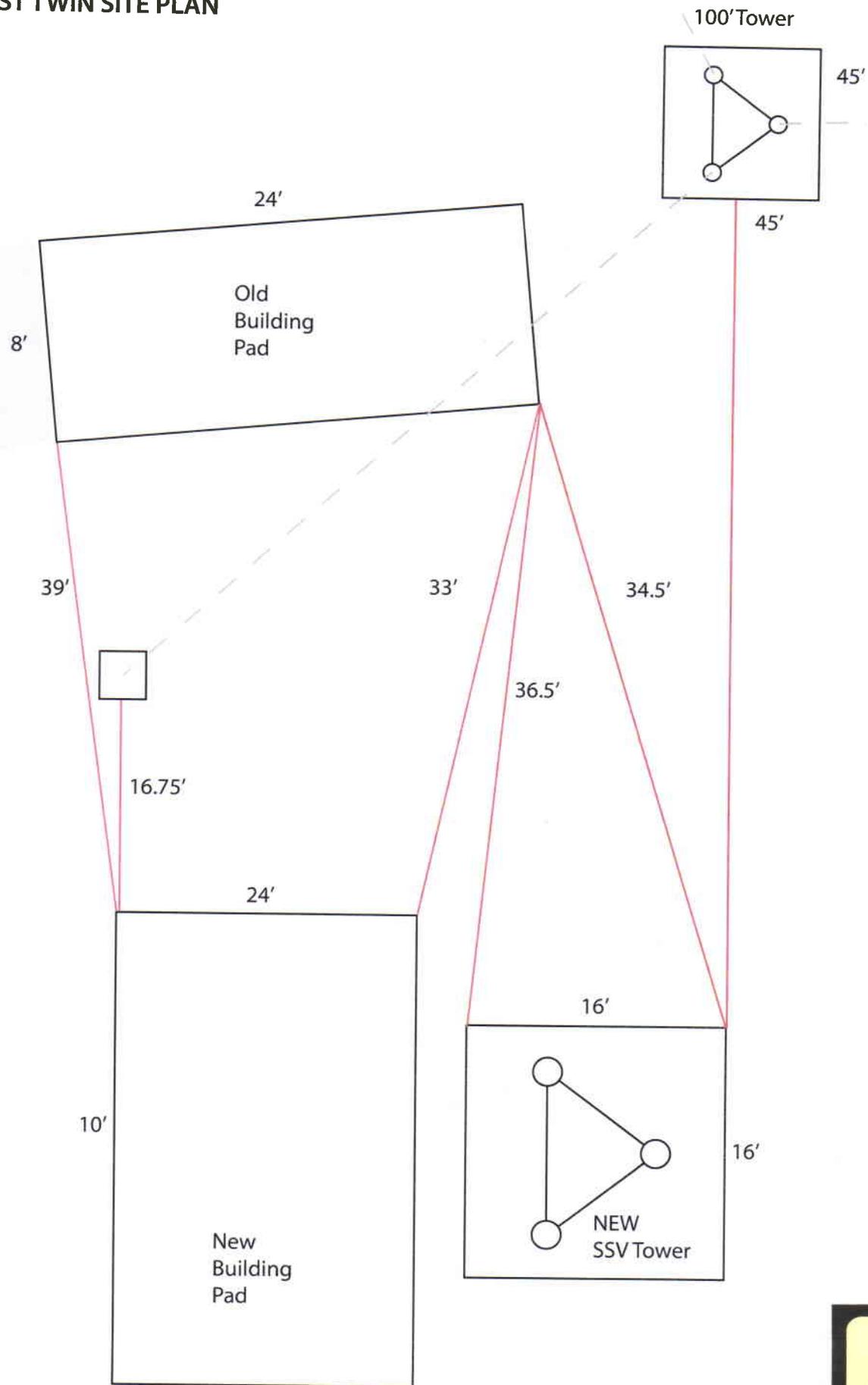


- | | |
|---------------------------|------------------------------------|
| 1- Roscoe Williams | 9- Rathburn Communications |
| 2- Bennett Lumber | 10- Adelphia |
| 3- Clark Communications | 11- AT&T Wireless Services |
| 4- Global Signal | 12- Avista |
| 5- KQQQ Radio Palouse | 13- Idaho Bureau of Communications |
| 6- Inland Power and Light | 14- Latah County |
| 7- Northwest Microwave | 15- KMOK (Proposed) |
| 8- Inland Cellular | |

*Site Audit by
 Steel in the
 Air*



WEST TWIN SITE PLAN



LCZC Hrg: CUP 841
Applicant: First Step
Exhibit #: 2G
Date: 07/20/2011

CHAPTER 2. GENERAL

20. STRUCTURES TO BE MARKED AND LIGHTED

Any temporary or permanent structure, including all appurtenances, that exceeds an overall height of 200 feet (61m) above ground level (AGL) or exceeds any obstruction standard contained in 14 CFR part 77, should normally be marked and/or lighted. However, an FAA aeronautical study may reveal that the absence of marking and/or lighting will not impair aviation safety. Conversely, the object may present such an extraordinary hazard potential that higher standards may be recommended for increased conspicuity to ensure safety to air navigation. Normally outside commercial lighting is not considered sufficient reason to omit recommended marking and/or lighting. Recommendations on marking and/or lighting structures can vary depending on terrain features, weather patterns, geographic location, and in the case of wind turbines, number of structures and overall layout of design. The FAA may also recommend marking and/or lighting a structure that does not exceed 200 (61m) feet AGL or 14 CFR part 77 standards because of its particular location.

21. GUYED STRUCTURES

The guys of a 2,000-foot (610m) skeletal tower are anchored from 1,600 feet (488m) to 2,000 feet (610m) from the base of the structure. This places a portion of the guys 1,500 feet (458m) from the tower at a height of between 125 feet (38m) to 500 feet (153m) AGL. 14 CFR part 91, section 119, requires pilots, when operating over other than congested areas, to remain at least 500 feet (153m) from man-made structures. Therefore, the tower must be cleared by 2,000 feet (610m) horizontally to avoid all guy wires. Properly maintained marking and lighting are important for increased conspicuity since the guys of a structure are difficult to see until aircraft are dangerously close.

22. MARKING AND LIGHTING EQUIPMENT

Considerable effort and research have been expended in determining the minimum marking and lighting systems or quality of materials that will produce an acceptable level of safety to air navigation. The FAA will recommend the use of only those marking and lighting systems that meet established technical standards. While additional lights may be desirable

to identify an obstruction to air navigation and may, on occasion be recommended, the FAA will recommend minimum standards in the interest of safety, economy, and related concerns. Therefore, to provide an adequate level of safety, obstruction lighting systems should be installed, operated, and maintained in accordance with the recommended standards herein.

23. LIGHT FAILURE NOTIFICATION

a. Sponsors should keep in mind that conspicuity is achieved only when all recommended lights are working. Partial equipment outages decrease the margin of safety. Any outage should be corrected as soon as possible. Failure of a steady burning side or intermediate light should be corrected as soon as possible, but notification is not required.

b. Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to the appropriate flight service station (FSS) so a Notice to Airmen (NOTAM) can be issued. Toll-free numbers for FSS are listed in most telephone books or on the web at <http://www.afss.com>. This report should contain the following information:

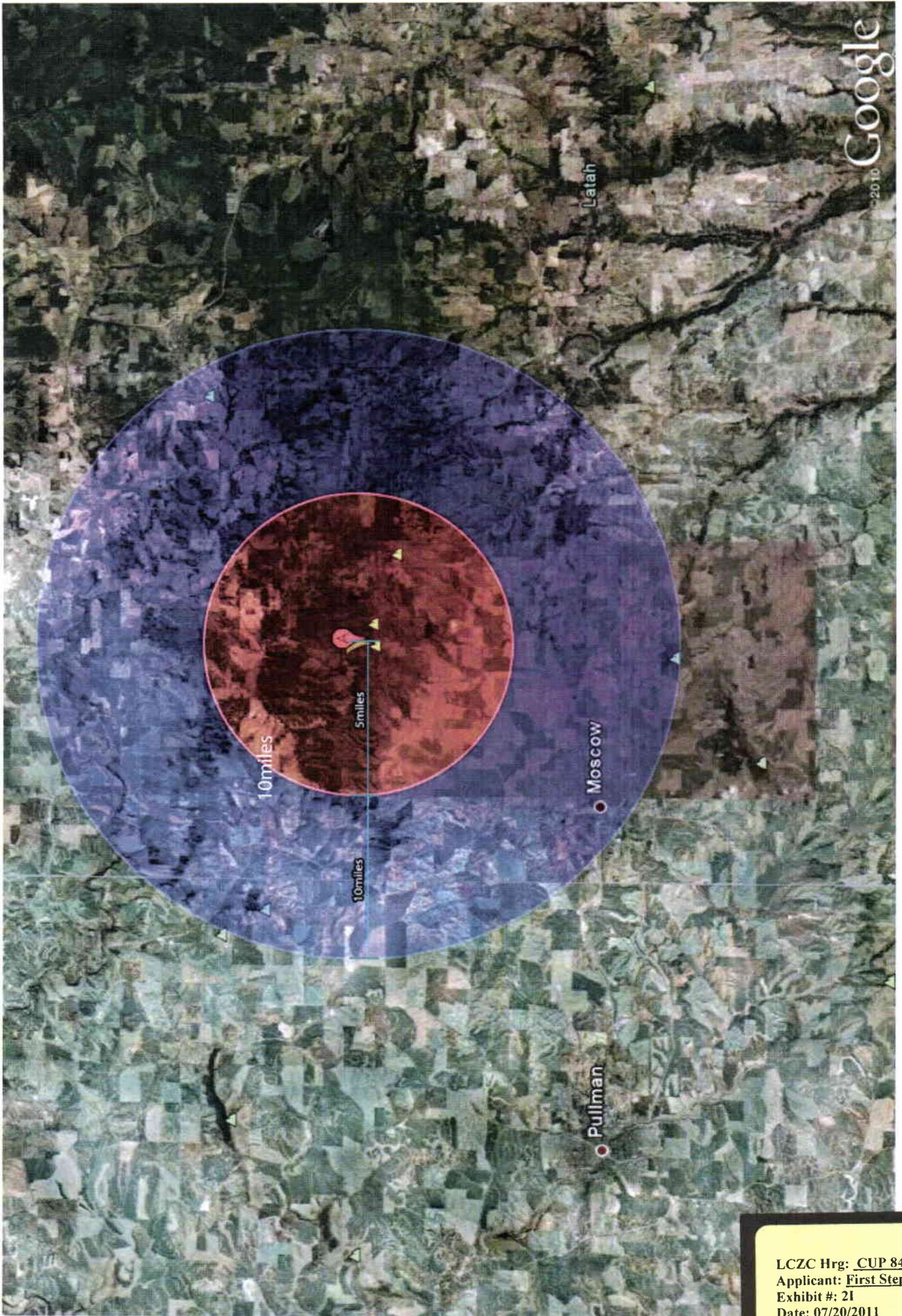
1. Name of persons or organizations reporting light failures including any title, address, and telephone number.
2. The type of structure.
3. Location of structure (including latitude and longitude, if known, prominent structures, landmarks, etc.).
4. Height of structure above ground level (AGL)/above mean sea level (AMSL), if known.
5. A return to service date.
6. FCC Antenna Registration Number (for structures that are regulated by the FCC).

Note-

1. When the primary lamp in a double obstruction light fails, and the secondary lamp comes on, no report is required. However, when one of the lamps in an incandescent L-864 flashing red beacon fails, it should be reported.

2. After 15 days, the NOTAM is automatically deleted from the system. The sponsor is responsible for calling the nearest FSS to extend the outage date or to report a return to service date.

WEST TWIN RANGE MAP

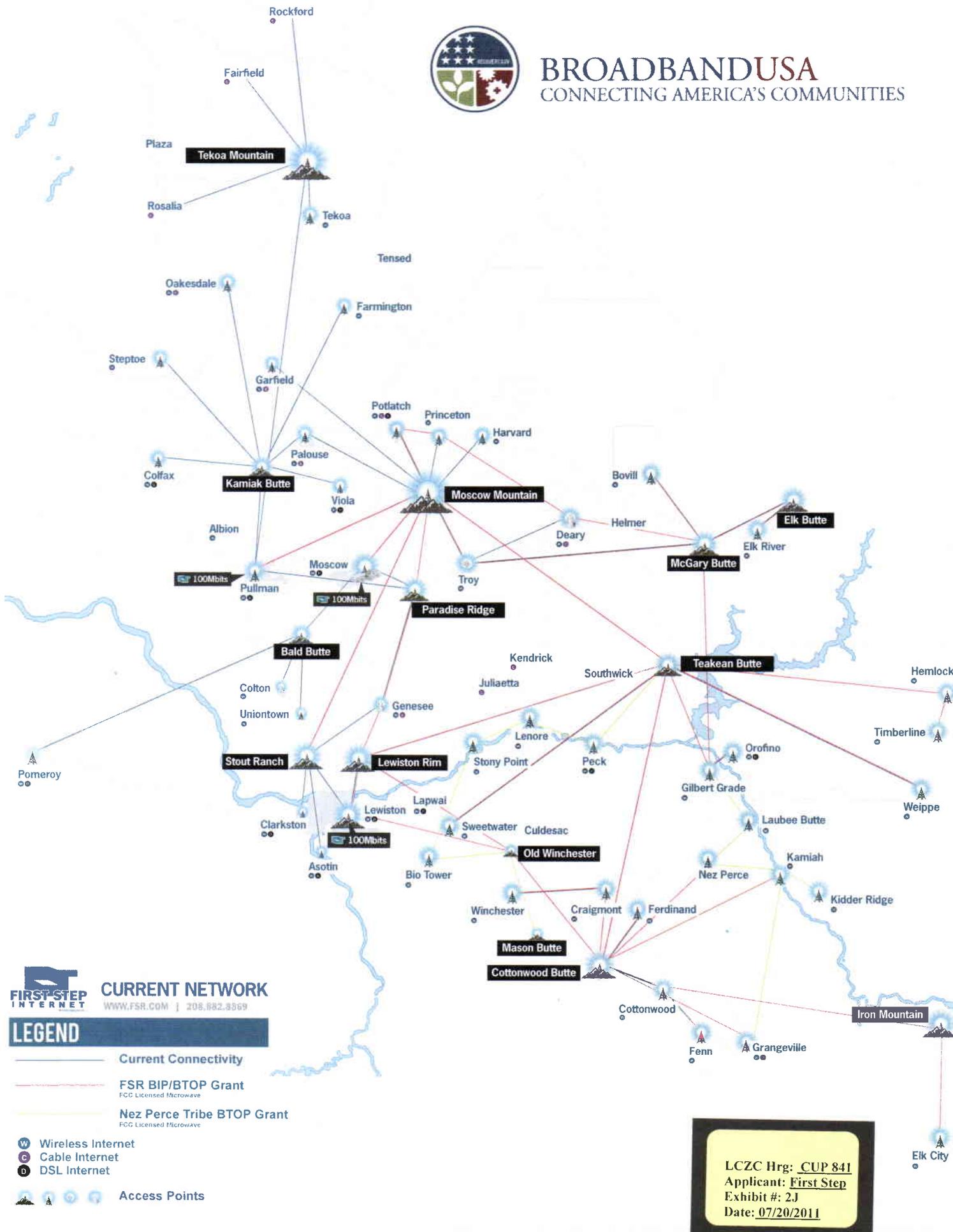


LCZC Hrg: CUP 841
Applicant: First Step
Exhibit #: 21
Date: 07/20/2011



BROADBANDUSA

CONNECTING AMERICA'S COMMUNITIES



CURRENT NETWORK
WWW.FSR.COM | 208.682.8869

LEGEND

- Current Connectivity
- FSR BIP/BTOP Grant
FCC Licensed Microwave
- Nez Perce Tribe BTOP Grant
FCC Licensed Microwave
- W Wireless Internet
- C Cable Internet
- D DSL Internet
- Access Points

LCZC Hrg: CUP 841
 Applicant: First Step
 Exhibit #: 2J
 Date: 07/20/2011



Project: [faded]
Drawing: [faded]
Date: [faded]
Title: [faded]

PURCHASER: RATHBUN COMMUNICATIONS
NAME OF PRODUCT: LATAH COUNTY, IDAHO
100 FT. MODEL SSV TOWER
FILE NUMBER: 0605868, 58944EH
DRAWING NUMBER: A090089

I CERTIFY THAT THE DESIGN OF THE REFERENCED STRUCTURE WAS PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE LOADING AND SOIL CRITERIA SPECIFIED BY THE PURCHASER AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IDAHO.

THE REFERENCED FOUNDATIONS ARE STANDARD FOUNDATIONS DESIGNED IN ACCORDANCE WITH ANSI/EIA-222-F NORMAL SOIL PARAMETERS. STANDARD FOUNDATIONS SHOULD NOT BE RELIED UPON FOR THE REFERENCED SITE WITHOUT COMPETENT PROFESSIONAL EXAMINATION AND VERIFICATION OF THEIR SUITABILITY BASED ON THE SUBSURFACE CONDITIONS EXISTING AT THE SITE.

CERTIFIED BY: [Signature]
DATE: 2/2/09



LCZC Hrg: CUP 841
Applicant: First Step
Exhibit #: 2K
Date: 07/20/2011

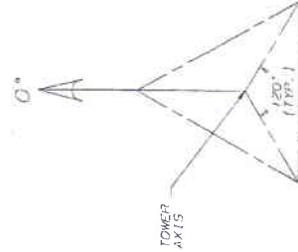
TOWER DESIGN LOADING	
DESIGN WIND LOAD PER 2005 INTERNATIONAL BUILDING CODE (IBC) USING ANS1/TIA/EIA-222-F, PER 2005 INTERNATIONAL BUILDING CODE (IBC) SECTION 3108.4 (1)0 M44 3-SECOND GUST WIND SPEED (1/2" RADIAL ICE) 110 MPH FASTEST-MILE WIND SPEED (1/2" RADIAL ICE) STEP BOLTS WITH 3/8" SAFETY CLIND SYSTEM THIS TOWER IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:	
ELEVATION (FT)	ANTENNA TYPE
100	ASP705 ON 3" S/A
80	ASP665 ON 3" S/A
60	ASP665 ON 3" S/A

SEE STRESS ANALYSIS FOR A COMPLETE LISTING OF ALL LOADS ON TOWER

SECTION MEMBER SCHEDULE	
SECTION	MEMBER
MA	PIPE 2.510 1.1250 0.154
MB	PIPE 2.510 1.1250 0.154
MC	PIPE 2.510 1.1250 0.154
MD	PIPE 2.510 1.1250 0.154
ME	PIPE 2.510 1.1250 0.154
MF	PIPE 2.510 1.1250 0.154
MG	PIPE 2.510 1.1250 0.154
MH	PIPE 2.510 1.1250 0.154
MI	PIPE 2.510 1.1250 0.154
MJ	PIPE 2.510 1.1250 0.154
MK	PIPE 2.510 1.1250 0.154
ML	PIPE 2.510 1.1250 0.154
MM	PIPE 2.510 1.1250 0.154
MN	PIPE 2.510 1.1250 0.154
MO	PIPE 2.510 1.1250 0.154
MP	PIPE 2.510 1.1250 0.154
MQ	PIPE 2.510 1.1250 0.154
MR	PIPE 2.510 1.1250 0.154
MS	PIPE 2.510 1.1250 0.154
MT	PIPE 2.510 1.1250 0.154
MU	PIPE 2.510 1.1250 0.154
MV	PIPE 2.510 1.1250 0.154
MW	PIPE 2.510 1.1250 0.154
MX	PIPE 2.510 1.1250 0.154
MY	PIPE 2.510 1.1250 0.154
MZ	PIPE 2.510 1.1250 0.154
MA	PIPE 2.510 1.1250 0.154
MB	PIPE 2.510 1.1250 0.154
MC	PIPE 2.510 1.1250 0.154
MD	PIPE 2.510 1.1250 0.154
ME	PIPE 2.510 1.1250 0.154
MF	PIPE 2.510 1.1250 0.154
MG	PIPE 2.510 1.1250 0.154
MH	PIPE 2.510 1.1250 0.154
MI	PIPE 2.510 1.1250 0.154
MJ	PIPE 2.510 1.1250 0.154
MK	PIPE 2.510 1.1250 0.154
ML	PIPE 2.510 1.1250 0.154
MM	PIPE 2.510 1.1250 0.154
MN	PIPE 2.510 1.1250 0.154
MO	PIPE 2.510 1.1250 0.154
MP	PIPE 2.510 1.1250 0.154
MQ	PIPE 2.510 1.1250 0.154
MR	PIPE 2.510 1.1250 0.154
MS	PIPE 2.510 1.1250 0.154
MT	PIPE 2.510 1.1250 0.154
MU	PIPE 2.510 1.1250 0.154
MV	PIPE 2.510 1.1250 0.154
MW	PIPE 2.510 1.1250 0.154
MX	PIPE 2.510 1.1250 0.154
MY	PIPE 2.510 1.1250 0.154
MZ	PIPE 2.510 1.1250 0.154

NOTE: SECTION MARKETS ARE FOR REFERENCE ONLY. REFER TO STRESS ANALYSIS.

TUBULAR MEMBER PROPERTIES	
MEMBER	SIZE
MA	2.510 1.1250 0.154
MB	2.510 1.1250 0.154
MC	2.510 1.1250 0.154
MD	2.510 1.1250 0.154
ME	2.510 1.1250 0.154
MF	2.510 1.1250 0.154
MG	2.510 1.1250 0.154
MH	2.510 1.1250 0.154
MI	2.510 1.1250 0.154
MJ	2.510 1.1250 0.154
MK	2.510 1.1250 0.154
ML	2.510 1.1250 0.154
MM	2.510 1.1250 0.154
MN	2.510 1.1250 0.154
MO	2.510 1.1250 0.154
MP	2.510 1.1250 0.154
MQ	2.510 1.1250 0.154
MR	2.510 1.1250 0.154
MS	2.510 1.1250 0.154
MT	2.510 1.1250 0.154
MU	2.510 1.1250 0.154
MV	2.510 1.1250 0.154
MW	2.510 1.1250 0.154
MX	2.510 1.1250 0.154
MY	2.510 1.1250 0.154
MZ	2.510 1.1250 0.154



TOWER CONFIGURATION

N.T.S.

TOWER REACTIONS

COMPRESSION = 82.9 KIPS
TENSION = 77.4 KIPS
TOTAL SHEAR = 11.2 KIPS
O.T.N. = 596.2 FT-KIPS

4 x 4 BOLTS (12 TOTAL)
7/8" DIA. X 60" LONG
ASTM F1554 GR. 105

- GENERAL NOTES:
- ROHN COMMUNICATION TOWER DESIGN CONFORM TO ANS1/TIA/EIA-222-F UNLESS OTHERWISE SPECIFIED UNDER TOWER DESIGN LOADING.
 - THE DESIGN LOADING CRITERIA INDICATED HAS BEEN PROVIDED TO ROHN AND HAS BEEN ASSUMED TO BE BASED ON SITE-SPECIFIC DATA IN ACCORDANCE WITH ANS1/TIA/EIA-222-F AND MUST BE VERIFIED BY OTHERS PRIOR TO INSTALLATION.
 - ANTENNAS AND LINES LISTED IN TOWER DESIGN TABLE ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED.
 - TOWER MEMBER DESIGN DOES NOT INCLUDE STRESSES DUE TO ERECTION SINCE ERECTION EQUIPMENT AND CONDITIONS ARE UNKNOWN. DESIGN ASSUMES COMPETENT AND QUALIFIED PERSONNEL WILL ERECT THE TOWER.
 - WORK SHALL BE IN ACCORDANCE WITH ANS1/TIA/EIA-222-F, "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES".
 - THE MINIMUM YIELD STRENGTH OF STRUCTURAL STEEL MEMBERS SHALL BE 50 KSI, EXCEPT AS NOTED BELOW.
ANGLE BRACES L1-1/2X1/8 THRU L1.75X3/16 SHALL BE 36 KSI.
STRUCTURAL PLATES SHALL BE 36 KSI. NO FIELD WELDS SHALL BE ALLOWED.
 - FIELD CONNECTIONS SHALL CONFORM TO ASTM A 325, EXCEPT WHERE NOTED.
 - PAL NUTS SHALL BE PROVIDED FOR ALL TOWER BOLTS.
 - STRUCTURAL STEEL AND CONNECTION BOLTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION, IN ACCORDANCE WITH ANS1/TIA/EIA-222-F.
 - ALL HIGH STRENGTH BOLTS ARE TO BE TIGHTENED TO A "SNUGTIGHT" CONDITION AS DEFINED IN THE NOVEMBER 13, 1989, AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS". NO OTHER MINIMUM BOLT TENSION OR TORQUE VALUES ARE REQUIRED. PURCHASER SHALL VERIFY THE INSTALLATION IS IN CONFORMANCE WITH LOCAL STATE AND FEDERAL REQUIREMENTS FOR OBSTRUCTION MARKING AND LIGHTING.
 - TOLERANCE ON TOWER STEEL HEIGHT IS EQUAL TO PLUS 1% OR MINUS 1/2%.
 - DESIGN ASSUMES THAT, AS A MINIMUM, MAINTENANCE AND INSPECTION WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE IN ACCORDANCE WITH ANS1/TIA/EIA-222-F.
 - DESIGN ASSUMES LEVEL GRADE AT TOWER SITE.
 - NOMINAL FACE WIDTHS ARE TABULATED IN COLUMN 12 OF THE SELF-SUPPORTING TOWER ANALYSIS. THESE WIDTHS ARE NOMINAL, FINAL FACE WIDTHS WILL VARY.
 - FOR FOUNDATION DETAILS, SEE DRAWING NUMBER DB70532 (F11) PIER & PAD, DRILL & BELL OR DRILLED PIER OR FB-2 (MAT). THE PURCHASER SHALL VERIFY THAT ACTUAL SITE SOIL PARAMETERS MEET OR EXCEED E. T. A. "NORMAL" SOIL PARAMETERS.

TOWER SITE: LATAI COUNTY, ID

No. Revision Description		Date	Rev. By	Chk. By	App. By
THIS DRAWING IS THE PROPERTY OF ROHN, IT IS NOT TO BE REPRODUCED, COPIED OR TRACED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT.					
Spec. No.	None	By	Date		
Drawn	DLC	01/30/09			
Checked	MA	2/2/09			
App. Eng.	MA	2/2/09			
Parent File:					
100' SSV TOWER DESIGN FOR RATHUN COMMUNICATIONS			ENG. NO.: A090089		
0605963			SHEET 1 OF 1		

ROHN

STANDARD FOUNDATION NOTES

FILE NO.

Standard-SSV

REVISIONS		DWG	CHK	APP
REV	DESCRIPTION	H/F	JOM	H/A
11	REVISION IN AUTOCAD	H/F	JOM	H/A
12	DATE: 03/01/2008 REVISED NOTE A27 ADDED FOR VOID TOWERS	JWS	JOM	H/A
13	DATE: 03/03/2008			

14. CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES (76 mm) NOR BE LESS THAN 2 INCHES (51 mm).
15. SPACERS SHALL BE ATTACHED INTERMITTENTLY THROUGHOUT THE ENTIRE LENGTH OF VERTICAL REINFORCING CAGES TO INSURE CONCENTRIC PLACEMENT OF CAGES IN EXCAVATIONS.
16. FOUNDATION DESIGNS ASSUME STRUCTURAL BACKFILL TO BE COMPACTED IN 8 INCH (200 mm) MAXIMUM LAYERS TO 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D698. ADDITIONALLY, STRUCTURAL BACKFILL MUST HAVE A MINIMUM COMPACTED UNIT WEIGHT OF 100 POUNDS PER CUBIC FOOT (16 kN/m³).
17. FOUNDATION DESIGNS ASSUME LEVEL GRADE AT THE SITE.
18. FOUNDATION INSTALLATION SHALL BE SUPERVISED BY PERSONNEL KNOWN/GEABLE AND EXPERIENCED WITH THE PROPOSED FOUNDATION TYPE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
19. FOR FOUNDATION AND ANCHOR TOLERANCES SEE STRUCTURE ASSEMBLY DRAWING.
20. LOOSE MATERIAL SHALL BE REMOVED FROM BOTTOM OF EXCAVATION PRIOR TO CONCRETE PLACEMENT. SIDES OF EXCAVATION SHALL BE ROUGH AND FREE OF LOOSE CUTTINGS.
21. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
22. FREE FALL CONCRETE MAY BE USED PROVIDED FALL IS VERTICAL DOWN WITHOUT HITTING SIDES OF EXCAVATION, FORMWORK, REINFORCING BARS, FORM TIES, CAGE BRACING OR OTHER OBSTRUCTIONS. UNDER NO CIRCUMSTANCES SHALL CONCRETE FALL THROUGH WATER.
23. CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL EXCEPT FOR PIERS OF PIER AND PAD FOUNDATIONS. FORMS FOR PIERS SHALL BE REMOVED PRIOR TO PLACING STRUCTURAL BACKFILL.
24. CONSTRUCTION JOINTS, IF REQUIRED IN PIER MUST BE AT LEAST 12 INCHES (305 mm) BELOW BOTTOM OF EMBEDMENTS AND MUST BE INTENTIONALLY ROUGHENED TO A FULL AMPLITUDE OF 1/4 INCH (6 mm). FOUNDATION DESIGN ASSUMES TO OTHER CONSTRUCTION JOINTS.
25. TOP OF FOUNDATION OUTSIDE LIMITS OF ANCHOR BOLTS SHALL BE SLOPED TO DRAIN WITH A FLOATED FINISH. AREA INSIDE LIMITS OF ANCHOR BOLTS SHALL BE LEVEL WITH A SCRATCHED FINISH.
26. EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" X 3/4" (19 mm X 19 mm) MINIMUM.
27. FOR ANCHOR BLOCK TYPE FOUNDATIONS, FOR GUYED TOWERS, THE PORTION OF ALL STEEL ANCHORS, FROM TOP OF ANCHOR BLOCK TO GROUND LEVEL, SHALL BE COATED WITH BITUMEN. DESIGN ASSUMES PERIODIC INSPECTIONS WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE TO DETERMINE IF ADDITIONAL ANCHOR CORROSION PROTECTION MEASURES MUST BE IMPLEMENTED BASED ON OBSERVED SITE-SPECIFIC CONDITIONS.

1. FOUNDATION DESIGNS ARE IN ACCORDANCE WITH ANSI/TIA/EIA-222-F "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", SECTION 7, FOR "NORMAL" SOIL CONDITIONS. "NORMAL" SOIL IS DEFINED AS DRY, COHESIVE SOIL WITH AN ALLOWABLE NET VERTICAL BEARING CAPACITY OF 4000 PSF (192 kPa) AND AN ALLOWABLE NET HORIZONTAL PRESSURE OF 400 PSF PER LINEAL FOOT OF DEPTH (62.8 kPa PER LINEAL METER OF DEPTH) TO A MAXIMUM OF 4000 PSF (192 kPa).
2. THE PURCHASER MUST VERIFY THAT ACTUAL SITE SOIL PARAMETERS MEET OR EXCEED E.I.A. "NORMAL" SOIL PARAMETERS AND THAT THE DEPTH OF STANDARD FOUNDATIONS ARE ADEQUATE BASED ON THE FROST PENETRATION AND/OR ZONE OF SEASONAL MOISTURE VARIATION AT THE SITE. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT "NORMAL" SOIL PARAMETERS ARE NOT APPLICABLE FOR THE ACTUAL SUBSURFACE CONDITIONS ENCOUNTERED.
3. FOUNDATION DESIGNS ASSUME FIELD INSPECTIONS WILL BE PERFORMED BY THE PURCHASER'S REPRESENTATIVE TO VERIFY THAT CONSTRUCTION MATERIALS, INSTALLATION METHODS AND ASSUMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON THE CONDITIONS EXISTING AT THE SITE.
4. WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACT 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
5. ANCHOR BOLTS SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM F1554-S2, S5 GRADE 105 AND SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION (FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH).
6. NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL ANCHOR BOLTS.
7. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
8. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENT OF ACT 318 CHAPTER 4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. AS A MINIMUM, CONCRETE SHALL DEVELOP MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (20.7 MPa) IN 28 DAYS.
9. MAXIMUM SIZE OF AGGREGATE SHALL NOT EXCEED SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR 1/3 CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. MAXIMUM SIZE MAY BE INCREASED TO 2/3 CLEAR DISTANCE PROVIDED WORKABILITY AND METHODS OF CONSOLIDATION SUCH AS VIBRATING WILL PREVENT HONEYCOMBS OR VOIDS.
10. REINFORCEMENT SHALL BE DEFORMED AND CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 UNLESS OTHERWISE NOTED. SPLICES IN REINFORCEMENT SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED.
11. REINFORCING CAGES SHALL BE BRACED TO RETAIN PROPER DIMENSIONS DURING HANDLING AND THROUGHOUT PLACEMENT OF CONCRETE.
12. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
13. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES (76 mm) UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH (76 mm) MINIMUM COVER ON REINFORCEMENT.

DWG REFERENCE



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FOUNDATION
MATERIAL INSTALLATION NOTES

DWG	CHK'D	DATE
CSR	H/A	Jun/17/1984

ENGINEER	XK
DRAWING NO.	8841300
REV	12

DATE-01/30/09
 TIME-10:31:49
 LEVEL - 5R0.7NT

ROHN SELF-SUPPORTING TOWER ANALYSIS FOR RATHBUN COMMUNICATIONS
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PAGE NO. 1
 BY: DLC

NOTE-TOWER DESIGN, WIND PRESSURES, AND SHAPE FACTORS CONFORM TO STANDARDS SET BY TIA/EIA-222-F-1996.

A BRIEF DESCRIPTION OF THE DESIGN REQUIREMENTS FOLLOWS-

1. DESIGN WIND LOAD PER 2006 INTERNATIONAL BUILDING CODE (IBC)
2. USING ANSI/TIA/EIA-222-F 1996 IN ACCORDANCE WITH SECTION 3108.4
3. 130 MPH 3-SECOND GUST WIND SPEED (1/2" RADIAL ICE)
4. 110 MPH FASTEST-MILE WIND SPEED (1/2" RADIAL ICE)
5. SITE: LATAH COUNTY, ID
6. STEP BOLTS WITH 3/8" SAFETY CLIMB SYSTEM
7. This data is located@ W:\Engr\W\dlc\0605868DCICE.ssv

INPUT PARAMETERS

TOWER HEIGHT = 100.0 FEET	EXPOSURE = C	PROJ. AREA OF LADDER, ROUND = .000 SQ.FT/FT	FACE = 1
BASE ELEVATION = .0 FEET	IMPORTANCE FACTOR = 1.000	PROJ. AREA OF LADDER, FLAT = .069 SQ.FT/FT	FACE = 1
WIND VELOCITY = 110.00 MPH	RADIAL ICE = .50 IN.	UNIFORM WEIGHT OF LADDER = .001 KIPS/FT	
	Gh = 1.162		

ESCALATED WINDLOADS ARE CALCULATED AT EACH SECTION MID-HEIGHT,
 WINDLOADS ARE LISTED FROM TOP TO BOTTOM :

FROM 100.0 FEET TO 80.0 FEET USE	.0360 KSF
FROM 80.0 FEET TO 60.0 FEET USE	.0335 KSF
FROM 60.0 FEET TO 40.0 FEET USE	.0304 KSF
FROM 40.0 FEET TO 20.0 FEET USE	.0270 KSF
FROM 20.0 FEET TO 0 FEET USE	.0270 KSF

>>>>> >>> NOTE : ALL WIND PRESSURES HAVE BEEN REDUCED TO 75% OF ORIGINAL PRESSURES <<< <<<<<<

DESCRIPTION OF LOADS	ANTENNA ELEVATION (FEET)	WIND PRESSURE (K/SQ-FT)	EFF. PROJ. AREA (SQ.FT.)	DEAD LOAD OF ANT. (KIPS)	PROJ. AREA OF APPURTENANCES (SQ.FT./FT.)			DEAD LOAD OF APPUR. (KIPS/FT)	EFF. PROJ. AREA*M.A. (SQ.FT-FT)	ASSUMED TORQUE (FT-K)	
					ROUNDS	FACE	FLATS				
ASP705 ON 3' S/A -----	100.0	.0371	13.00	.20	.177	1	.055	1	.004	65.00	2.41
ASP685 ON 3' S/A -----	80.0	.0348	13.00	.20	.177	1	.000	0	.002	65.00	2.26
ASP685 ON 3' S/A -----	60.0	.0320	13.00	.20	.177	1	.000	0	.002	65.00	2.08

File Location: C:\...

WINDLOAD ON TOWER SECTIONS AND SUMMARY OF WEIGHTS

*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
COLUMN 1	*COLUMN 2*	*COLUMN 3*	*COLUMN 4*	*COLUMN 5*	* COLUMN 6 *	*COLUMN 7*	*COLUMN 8*	*COLUMN 9*	
* TOWER *	*WIND ON *	*WIND ON *	* TOTAL *	* WEIGHT *	*WT. OF EA.*	* TOTAL *	*WT./SEC.*	* ACCUM. *	
*SECTION *	* SECTION*	*CONCENTR.*	*WIND FOR*	*OF HDWE.*	*SECTION W/*	* ACCUM-*	*OF TOWER*	* WEIGHT *	
* * *	* & UNIF.*	*EFF.PROJ*	*EA. TWR.*	*FOR EACH*	*ICE/HDWE.-*	* ULATED *	* STEEL *	*OF TOWER*	
* * *	* APPURT.*	* AREAS *	* SECTION*	* SECTION*	*IF PRESENT*	*SEC.WTS.*	* ONLY *	* STEEL *	
* NUMBER *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
6NST-1	.N	1.998	.934	2.932	.50	1.38	1.38	.51	.51
6NST-1	.N	1.930	.416	2.347	.34	1.32	2.70	.61 (.10)	1.12
6NST-1	**N	1.873	.000	1.873	.18	1.42	4.12	.87 (.36)	1.99
7N-1	**N	1.899	.000	1.899	.18	1.78	5.90	1.20 (.65)	3.19
8N-1	**N	2.133	.000	2.133	.18	1.99	7.89	1.37 (.67)	4.56

TOTAL INCREASED TOWER WEIGHT, IN ADDITION TO THE STANDARD TOWER SECTIONS = 1.78 KIPS

***** SECTION STATUS INDICATORS *****

FOR EXAMPLE, 6NST-1

.N
 ^^^...HORIZONTAL BRACE INDICATOR
 ||...DIAGONAL BRACE INDICATOR
 |...LEG INDICATOR

INDICATORS ARE: . (PERIOD) ---- = MEMBER NOT BEEFED
 * (ASTERISK) -- = MEMBER BEEFED
 ! (EXCLAMATION) = NO MEMBER LARGE ENOUGH
 ? (QUESTION) -- = INCORRECT DATA
 N ----- = NOT APPLICABLE

SHEARS, OVERTURNING MOMENTS AND LEG DATA

COLUMN 10	*COLUMN 11*	*COLUMN 12*	*COLUMN 13*	*COLUMN 14*	*COLUMN 15*	*COLUMN 16*	*COLUMN 17*	*COLUMN 18*
TOWER	DIST-ANCE	APPROX. CENTER	TOTAL ACCUM. SHEAR ON TOWER	TOTAL OVER-TURNING MOMENTS	MAXIMUM TENSION FOR ONE LEG	MAXIMUM COMP. FOR ONE LEG	MAXIMUM ALLOWABLE LEG CAPACITY	TOWER LEG DIMENSION
NUMBER	(FT.)	(FT.)	(KIPS)	(FT-KIPS)	(KIPS)	(KIPS)	(KIPS)	(INCHES)
6NST-1 .N	20.0	4.54	2.93	29.61	7.11	8.06[.24]	33.73	PIPE2.0STD
6NST-1 .*N	40.0	4.54	5.28	107.55	26.53	28.41[.84]	33.73	PIPE2.0STD
6NST-1 **N	60.0	4.58	7.15	231.84	57.20	60.08[.80]	74.78	PIPE2.5E.H
7N-1 **N	80.0	6.63	9.05	393.85	66.79	70.92[.67]	105.08	PIPE3.0E.H
8N-1 **N	100.0	8.63	11.18	596.17	77.36	82.88[.66]	125.23	PIPE3.5E.H

<<<< NOTE >>>> THE ALLOWABLE CAPACITIES ON THIS ANALYSIS INCLUDE A 33.3 PERCENT INCREASE.
 <<<< NOTE >>>> [] SHOWS LOAD/CAPACITY RATIO.

REACTIONS FOR FOUNDATION DESIGN

 COMPRESSION/LEG 82.88 KIPS
 TENSION/LEG 77.36 KIPS
 SHEAR/LEG 7.46 KIPS
 TOTAL SHEAR 11.18 KIPS
 OVERTURNING MOMENT 596.17 FT-KIPS

ANCHOR BOLTS REQUIRED 12- 1/8" x 60" AB

F11 FDN : F1ER & F1AD DRILL &
 BELL OR DRILLED PIER

F3 MAT

BRACING LOADS, SIZES AND BOLTS

COLUMN 19	*COLUMN 20*	*COLUMN 21*	*COLUMN 22*	*COLUMN 23*	*COLUMN 24*	*COLUMN 25*	*COLUMN 26*	*COLUMN 27*
* TOWER *	* HORIZ. *	* HORIZ. *	*REMAINING*	*MAX. AXIAL*	*AXIAL LD. *	*ANGLE/PIPE*	* BRACE *	*NO. & SIZE*
* SECTION *	* COMP. OF *	* COMP. *	* SHEAR TO *	*LOAD FOR *	* COLUMN *	*SOLID RD. *	* BAR/ BRACE*	* OF BRACE*
* NUMBER *	* SHEAR IN*	* OF LEG *	* BE TAKEN*	* TOWER *	*CAPACITY *	*BAR/ BRACE*	* CONNECT.*	* BOLTS *
	* ONE FACE*	* LOAD *	*BY BRACES*	* BRACING *	*OF BRACES*	* DIMENSION*	* CAPACITY*	*REQUIRED *
	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (INCHES) *	* (KIPS) *	*PER CONN.*
*****	*****	*****	*****	*****	*****	*****	*****	*****
6NST-1 ..N	3.142	.000	3.142	2.094 [.58 ^{.45}]	7.858	L1-1/2X ³ /16	<M> 5.44 ^{4.63}	1-1/2IN.DIA(*) .188 IN. CLIP
6NST-1 .*N	5.236	.000	5.236	3.490 [.64 ^{.75}]	7.858	L 1.5X3/16	<M> 5.44 ^{4.63}	1-1/2IN.DIA(*) .188 IN. CLIP
6NST-1 **N	6.469	.000	6.469	4.311 [.79 ^{.93}]	7.858	L 1.5X3/16	<M> 5.44 ^{4.63}	1-1/2IN.DIA(*) .188 IN. CLIP
7N-1 **N	7.208	3.958	3.250	1.851 [.34]	8.243	L1.75X3/16	<M> 5.44	1-1/2IN.DIA(*) .188 IN. CLIP
8N-1 **N	8.358	4.603	3.755	2.117 [.45]	4.733	L1.75X3/16	<M> 5.44	1-1/2IN.DIA(*) .188 IN. CLIP

<<<< NOTE >>>> THE ALLOWABLE CAPACITIES ON THIS ANALYSIS INCLUDE A 33.3 PERCENT INCREASE.
 <<<< NOTE >>>> [] SHOWS MAX.LOAD/CAPACITY RATIO.

IF THE SYMBOL--(*)--APPEARS AFTER THE BOLT SIZE, IT INDICATES THAT THREADS MUST BE EXCLUDED FROM SHEAR PLANES.
 IF THE SYMBOL--(H)--APPEARS AFTER THE LOADS ABOVE, IT INDICATES THAT THE LOADS ARE FOR THE MAIN HORIZONTAL.
 IF THE SYMBOL--*--APPEARS AFTER THE CLIP SIZE, IT INDICATES THAT THE HORIZONTAL BRACE CONTROLLED THE CLIP AND BOLT SIZE.
 IF THE SYMBOL--(+)--APPEARS AFTER THE DIAGONAL CAPACITY(COL. 24), IT INDICATES THE HORIZONTAL BRACE CAPACITY CONTROLS THE DIAGONAL BRACE CAPACITY.

THE LETTER APPEARING BEFORE THE CONNECTION CAPACITY IN COLUMN 26 INDICATES THE CONTROLLING FACTOR.
 = BRACE BOLT CONTROLS CONNECTION CAPACITY; <C> = BRACE CLIP CONTROLS; <M> = BRACE CONTROLS.

TWIST AND DEFLECTION DATA

```

*****
*COLUMN 28* *COLUMN 29* *COLUMN 30* *COLUMN 31* *COLUMN 32*
*****
* TOWER * * TWIST * * TOTAL * * DEFLEC- * * TOTAL *
* * * * FOR EACH* * ACCUM- * * TION FOR * * ACCUM- *
* SECTION * * TOWER * * ULATED * * EA. TOWER* * ULATED *
* * * * SECTION * * TWIST * * SECTION * * DEFL. *
* NUMBER * *(DEGREES)* *(DEGREES)* *(DEGREES)* *(DEGREES)*
*****
    
```

6NST-1	.N	.140	.479	.053	.910
6NST-1	*N	.132	.339	.245	.857
6NST-1	**N	.131	.207	.283	.612
7N-1	**N	.048	.076	.186	.329
8N-1	**N	.029	.029	.143	.143

DATE-01/30/09
 TIME-10:23:16
 LEVEL - 5R0.7NT

ROHN SELF-SUPPORTING TOWER ANALYSIS FOR RATHBUN COMMUNICATIONS
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PAGE NO. 1
 BY: DLC

NOTE-TOWER DESIGN, WIND PRESSURES, AND SHAPE FACTORS CONFORM TO STANDARDS SET BY TIA/EIA-222-F-1996.

TIA

A BRIEF DESCRIPTION OF THE DESIGN REQUIREMENTS FOLLOWS-

1. DESIGN WIND LOAD PER 2006 INTERNATIONAL BUILDING CODE (IBC)
2. USING ANSI/TIA/EIA-222-F 1996 IN ACCORDANCE WITH SECTION 3108.4
3. 130 MPH 3-SECOND GUST WIND SPEED (1/2" RADIAL ICE)
4. 110 MPH FASTEST-MILE WIND SPEED (1/2" RADIAL ICE)
5. SITE: LATAH COUNTY, ID
6. STEP BOLTS WITH 3/8" SAFETY CLIMB SYSTEM
7. This data is located@ W:\Engr\W\dlc\0605868DC.ssv

INPUT PARAMETERS

TOWER HEIGHT = 100.0 FEET	EXPOSURE = C	PROJ. AREA OF LADDER, ROUND = .000 SQ.FT/FT	FACE = 1
BASE ELEVATION = .0 FEET	IMPORTANCE FACTOR = 1.000	PROJ. AREA OF LADDER, FLAT = .019 SQ.FT/FT	FACE = 1
WIND VELOCITY = 110.00 MPH	RADIAL ICE = .00 IN.	UNIFORM WEIGHT OF LADDER = .001 KIPS/FT	
	Gh = 1.162		

ESCALATED WINDLOADS ARE CALCULATED AT EACH SECTION MID-HEIGHT,
 WINDLOADS ARE LISTED FROM TOP TO BOTTOM :

FROM 100.0 FEET TO 80.0 FEET USE	.0479 KSF
FROM 80.0 FEET TO 60.0 FEET USE	.0446 KSF
FROM 60.0 FEET TO 40.0 FEET USE	.0405 KSF
FROM 40.0 FEET TO 20.0 FEET USE	.0360 KSF
FROM 20.0 FEET TO .0 FEET USE	.0360 KSF

DESCRIPTION OF LOADS	ANTENNA ELEVATION (FEET)	WIND PRESSURE (K/SQ-FT)	EFF. ANT. PROJ.AREA (SQ.FT.)	DEAD LOAD OF ANT. (KIPS)	PROJ. AREA OF APPURTENANCES (SQ.FT./FT.)			DEAD LOAD OF APPUR. (KIPS/FT)	EFF.PROJ. AREA*M.A. (SQ.FT-FT)	ASSUMED TORQUE (FT-K)	
					ROUNDS	FACE	FLATS				
ASP705 ON 3' S/A -----	100.0	.0494	8.70	.13	.093	1	.042	1	.003	42.00	2.08
ASP685 ON 3' S/A -----	80.0	.0464	8.70	.13	.093	1	.000	0	.001	42.00	1.95
ASP685 ON 3' S/A -----	60.0	.0427	8.70	.13	.093	1	.000	0	.001	42.00	1.79

Does not Control

WINDLOAD ON TOWER SECTIONS AND SUMMARY OF WEIGHTS

*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
COLUMN 1	*COLUMN 2*	*COLUMN 3*	*COLUMN 4*	*COLUMN 5*	* COLUMN 6 *	*COLUMN 7*	*COLUMN 8*	*COLUMN 9*	
* TOWER *	*WIND ON *	*WIND ON *	* TOTAL *	* WEIGHT *	*WT. OF EA.*	* TOTAL *	*WT./SEC.*	* ACCUM. *	
* SECTION *	* & UNIF.*	*CONCENTR.*	*WIND FOR*	*OF HDWE.*	*SECTION W/*	* ACCUM-*	*OF TOWER*	* WEIGHT *	
* NUMBER *	* APPURT.*	* EFF.PROJ*	*EA. TWR.*	*FOR EACH*	*ICE/HDWE.-*	* ULATED *	* STEEL *	*OF TOWER*	
	* (KIPS) *	* AREAS *	* SECTION*	* SECTION*	*IF PRESENT*	*SEC.WTS.*	* ONLY *	* STEEL *	
		* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *	* (KIPS) *
6NST	.N	2.002	.833	2.836	.34	.85	.85	.51	.51
6NST	*N	1.913	.372	2.285	.23	.84	1.69	.61 (.10)	1.12
6NST	**N	1.860	.000	1.860	.12	.99	2.68	.87 (.36)	1.99
7N	**N	1.949	.000	1.949	.12	1.32	4.00	1.20 (.65)	3.19
8N	**N	2.195	.000	2.195	.12	1.49	5.49	1.37 (.67)	4.56

TOTAL INCREASED TOWER WEIGHT, IN ADDITION TO THE STANDARD TOWER SECTIONS = 1.78 KIPS

***** SECTION STATUS INDICATORS *****

FOR EXAMPLE, 6NST

.N
 ^^^...HORIZONTAL BRACE INDICATOR
 ||...DIAGONAL BRACE INDICATOR
 |...LEG INDICATOR

INDICATORS ARE: . (PERIOD) ---- = MEMBER NOT BEEFED
 * (ASTERISK) -- = MEMBER BEEFED
 ! (EXCLAMATION) = NO MEMBER LARGE ENOUGH
 ? (QUESTION) -- = INCORRECT DATA
 N ----- = NOT APPLICABLE

SHEARS, OVERTURNING MOMENTS AND LEG DATA

COLUMN 10	*COLUMN 11*	*COLUMN 12*	*COLUMN 13*	*COLUMN 14*	*COLUMN 15*	*COLUMN 16*	*COLUMN 17*	*COLUMN 18*	
TOWER	DIST- ANCE	APPROX. CENTER	TOTAL ACCUM. SHEAR ON TOWER	TOTAL OVER- TURNING MOMENTS	MAXIMUM TENSION FOR ONE LEG	MAXIMUM COMP. FOR ONE LEG	MAXIMUM ALLOWABLE LEG CAPACITY	TOWER LEG DIMENSION	
SECTION NUMBER	BELOW TOP (FT.)	CENTER OF LEGS (FT.)	(KIPS)	(FT-KIPS)	(KIPS)	(KIPS)	(KIPS)	(INCHES)	
6NST	.N	20.0	4.54	2.84	28.62	7.02	7.62 [.23]	33.73	PIPE2.0STD
6NST	.*N	40.0	4.54	5.12	104.46	26.07	27.25 [.81]	33.73	PIPE2.0STD
6NST	**N	60.0	4.58	6.98	225.48	56.03	57.91 [.77]	74.78	PIPE2.5E.H
7N	**N	80.0	6.63	8.93	384.59	65.75	68.55 [.65]	105.08	PIPE3.0E.H
8N	**N	100.0	8.63	11.12	585.14	76.61	80.45 [.64]	125.23	PIPE3.5E.H

<<<< NOTE >>>> THE ALLOWABLE CAPACITIES ON THIS ANALYSIS INCLUDE A 33.3 PERCENT INCREASE.
 <<<< NOTE >>>> [] SHOWS LOAD/CAPACITY RATIO.

REACTIONS FOR FOUNDATION DESIGN

COMPRESSION/LEG	80.45 KIPS
TENSION/LEG	76.61 KIPS
SHEAR/LEG	7.42 KIPS
TOTAL SHEAR	11.12 KIPS
OVERTURNING MOMENT	585.14 FT-KIPS

ANCHOR BOLTS REQUIRED 12 - 7/8" x 60" AB

BRACING LOADS, SIZES AND BOLTS

COLUMN 19	*COLUMN 20*	*COLUMN 21*	*COLUMN 22*	*COLUMN 23*	*COLUMN 24*	*COLUMN 25*	*COLUMN 26*	*COLUMN 27*
* TOWER * * SECTION * * NUMBER *	* HORIZ. * * COMP. OF * * SHEAR IN * * ONE FACE * (KIPS)	* HORIZ. * * COMP. * * OF LEG * * LOAD * (KIPS)	*REMAINING* * SHEAR TO * * BE TAKEN * *BY BRACES* (KIPS)	*MAX.AXIAL* *LOAD FOR * * TOWER * * BRACING * (KIPS)	*AXIAL LD.* * COLUMN * *CAPACITY * *OF BRACES* (KIPS)	*ANGLE/PIPE* * /SOLID RD.* *BAR/ BRACE* * DIMENSION* (INCHES)	* * * BRACE * * CONNECT.* * CAPACITY* (KIPS)	*NO. & SIZE* * OF BRACE* * BOLTS * *REQUIRED * *PER CONN.*
6NST .N	2.913	.000	2.913	1.942 [⁴² 54]	7.858	L1-1/2x3/16	<M> ^{3.63} 3.63	1-1/2IN.DIA(*) .188 IN. CLIP
6NST .*N	4.893	.000	4.893	3.261 [⁷⁰ 60]	7.858	L 1.5X3/16	<M> ^{4.63} 5.44	1-1/2IN.DIA(*) .188 IN. CLIP
6NST **N	6.120	.000	6.120	4.079 [⁸³ 75]	7.858	L 1.5X3/16	<M> ^{4.63} 5.44	1-1/2IN.DIA(*) .188 IN. CLIP
7N **N	6.966	3.865	3.101	1.766 [.32]	8.243	L1.75X3/16	<M> 5.44	1-1/2IN.DIA(*) .188 IN. CLIP
8N **N	8.194	4.518	3.676	2.073 [.44]	4.733	L1.75X3/16	<M> 5.44	1-1/2IN.DIA(*) .188 IN. CLIP

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TWIST AND DEFLECTION DATA

*****	*****	*****	*****	*****
COLUMN 28	*COLUMN 29*	*COLUMN 30*	*COLUMN 31*	*COLUMN 32*
*****	*****	*****	*****	*****
* TOWER *	* TWIST *	* TOTAL *	* DEFLEC- *	* TOTAL *
* SECTION *	* FOR EACH *	* ACCUM- *	* TION FOR *	* ACCUM- *
* NUMBER *	* TOWER *	* ULATED *	* EA. TOWER*	* ULATED *
*****	* SECTION *	* TWIST *	* SECTION *	* DEFL. *
*****	* (DEGREES) *	* (DEGREES) *	* (DEGREES) *	* (DEGREES) *
*****	*****	*****	*****	*****
6NST .N	.121	.413	.051	.885
6NST .*N	.114	.292	.237	.834
6NST **N	.113	.178	.276	.597
7N **N	.041	.066	.182	.321
8N **N	.025	.025	.140	.140

CUP #841 – Staff Introduction

A request was made by First Step Internet for a conditional use permit to place a telecommunication tower on a 80-acre parcel in the Agriculture/Forest zone. The property is owned by West Twin LLC, and is located at 3812 Foothill Road, in Section 13, Township 40 North, Range 05 West, B.M. in Latah County and is referenced as Latah County Assessor's parcel number RP40N05W133600A.

The Latah County Land Use Ordinance, under section 3.01.02(6), lists "communication towers and transmission facilities" as conditionally permitted uses in the Agriculture/Forestry zone.

3) Section 7.01.02 requires:

1. A conditional use may be granted if the Zoning Commission finds that the proposed use conforms to each of the following criteria:

- A. The use is not detrimental to the health and safety of those in the surrounding area and will not otherwise adversely affect permitted uses or the enjoyment of such uses in that zone to any greater extent than a permitted use in that zone;
 - B. The use will not require facilities or services with excessive costs to the public;
 - C. The use is not in conflict with the goals and policies of the Comprehensive Plan.
- 2. If the Zoning Commission finds that a proposed use is essential to the public health, safety, or welfare, such use may be permitted even if the use is not found to meet the criteria listed above.**
- 3. The Zoning Commission shall have the authority to set an expiration date for any conditional use permit so long as the reasons for such are included in their finding of fact and conclusions of law.**

4) Section 4.05.07 requires the Zoning Commission to consider the following factors:

In addition to the conditional use permit criteria set out above in Section 7.01.02, the Zoning Commission shall take the following considerations into account when deciding whether to grant a conditional use permit for a wireless telecommunication tower:

1. Whether or not the wireless telecommunication provider has attempted in good faith to co-locate or use an existing structure in the county;
2. Whether the height, design, and any proposed future modification of the wireless telecommunication facility, will reduce or eliminate visual obtrusiveness to the greatest extent feasible and practical;
3. Whether it has been demonstrated the tower will have a negative impact on nearby property;
4. Whether or not the existing land use of the proposed site is unique to that land; and
5. Whether any lighting required by law may pose an unreasonable nuisance at the proposed site.

5) Section 4.05.08 lists required conditions for towers, in addition to any other conditions the Zoning Commission sees reasonable to require:

The following are required conditions for the approval of the construction of towers and shall appear in any CUP approved for such use:

1. All towers must be built so as to allow for a total of at least three wireless telecommunication providers on the tower. (Exhibit #2D)
2. All towers must be setback a minimum of 150% the height of the tower from any public road or property line, and a minimum of 1000 feet from any residence or commercial building unless consents pursuant to 4.05.06.02.B.(9) are filed with the Planning Department in which event the Zoning Commission may waive such 1000 foot setback if it deems such to be appropriate. (Exhibit #2F)
3. If equipment enclosures will be located on the ground, a 6-7 foot high fence of wood, masonry or privacy slats completely surrounding the equipment enclosure is required to secure and screen the equipment and structure.
4. A warning sign no larger than three (3) square feet and no smaller than two (2) square feet must be placed on the fencing access/gate. It must contain the name of the owner and operator of the facility, and a phone number for cases of emergency as well as any other information required by law.
5. Any tower/structure shall be finished in a non-reflective neutral color or as otherwise specified by the Zoning Commission.
6. No ladder rungs or climbing pegs on towers shall be allowed within 20 feet of the ground.
7. No towers with guy wires are allowed.
8. No lighting of antennas or antenna support structures except as required by the Federal Aviation Administration.
9. Transmission towers and all accompanying equipment enclosures or ancillary facilities shall be camouflaged to fit into their immediate surroundings at the discretion of the Zoning Commission.
10. Prior to turning on the antenna(s) or using them, the applicant must submit documentation demonstrating the provider is licensed in good standing by the Federal Communications Commission (FCC).
11. Compliance at all times with any applicable laws or regulations including the Latah County Zoning Ordinance
12. All applicants granted a permit under this section shall cooperate and negotiate in good faith with other providers or tower owners in efforts to co-locate. Such good faith shall include sharing technical information to evaluate the feasibility of co-location. Such technical information is limited to necessary information to evaluate the feasibility of co-location.
 - a. If a provider is denied the opportunity to co-locate by a tower owner or operator with a conditional use permit granted under Section 4.05, the denied party shall obtain a technical study showing co-location is possible from an independent third party prior to consideration for a permit. If the study concludes co-location may occur without impairment to the existing operator(s), the tower owner shall be charged the expense of the study and co-location shall be permitted at such a reasonable fee.
 - b. In the event that the parties are unable to agree as to what is fair market value, the parties shall notify the Planning Department of such in writing and shall then select a certified general appraiser in the state of Idaho to determine the fair market value and notify the County of the same within thirty (30) days. If the parties do not agree on the selection of

an appraiser and so notify the Planning Department, the Planning Department may arrange for an appraiser, at the expense of both parties. The determination of fair market value by any such appraiser shall be binding on the parties.

- c. Failure of a tower owner to allow co-location at a reasonable fee and on reasonable terms shall result in the immediate revocation of the owner's conditional use permit.

6) Section 4.05.09 requires the Zoning Commission to set as a condition an automatic lien.

The following exhibits will now be entered into the record.

The following exhibits were submitted with the staff packet:

EXHIBITS:

Exhibit #1.	Staff Report
Exhibit #1A.	Criteria Worksheet
Exhibit #1B.	Latah County Comprehensive Plan and Vicinity Map
Exhibit #1C.	Zoning Map
Exhibit #1D.	Adjoining Property Owners and Aerial Photograph Map
Exhibit #2.	Application Form (Submitted by Applicant)
Exhibit #2A.	Applicant's Narrative (Submitted by Applicant)
Exhibit #2B.	Applicant's Response to 4.05.06
Exhibit #2C.	Site plan (Submitted by Applicant)
Exhibit #2D.	Co-Location Agreement
Exhibit #2E.	Applicant's site lease
Exhibit #2F.	Proposed site location
Exhibit #2G.	Detailed Site Plan
Exhibit #2H.	FAA Lighting Requirements
Exhibit #2I.	Tower Range Map
Exhibit #2J.	Network Map
Exhibit #2K.	Tower Plans
Exhibit #3.	Staff Introduction for Latah County Zoning Commission public hearing for CUP 841 on July 20, 2011

That is all staff has unless the Commission has questions.