

LATAH COUNTY ZONING COMMISSION EXHIBIT LIST

Public Hearing for Conditional Use Permit #941

Date: April 1st, 2014 **Time:** 5:30 pm **Applicant:** Inland Cellular LLC **File #:** CUP 941

EXHIBITS:

- Exhibit #1.** Criteria Worksheet
- Exhibit #1A.** Zoning Map
- Exhibit #1B.** Comprehensive Plan Map
- Exhibit #1C.** Adjacent 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 Site Lease (Submitted by Applicant)
- Exhibit #2C.** Proposed Site Location (Submitted by Applicant)
- Exhibit #2D.** Detailed Site Plan (Submitted by Applicant)
- Exhibit #2E.** Coverage Map (Submitted by Applicant)
- Exhibit #2F.** Tower Plans (Submitted by Applicant)
- Exhibit #2G.** FAA Approval
- Exhibit #3.** Staff Introduction for Latah County Zoning Commission public hearing for CUP 941 on April 1, 2015.
- Exhibit #4.** Letter received from John Gravelle on March 25th, 2015

CRITERIA WORKSHEET & APPLICATION SUMMARY

Note: This exhibit does not represent staff analysis of information provided by the applicant supporters, or opponents; however, staff has identified policies which may be applicable to this particular request. 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. This 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 to construct a cellular tower on a 160-acre parcel in the Agriculture/Forest zone, Kendrick AOI.

Description of application:

A request was made by Inland Cellular LLC for a conditional use permit to place a telecommunication tower on a 160-acre parcel in the Agriculture/Forest zone, Kendrick Area of City Impact. The property is owned by Diana Arnett, and is located in Section 26, Township 38 North, Range 03 West, B.M. in Latah County and is referenced as Latah County Assessor's parcel number RP38N03W262540A.

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.

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

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

Inland Cellular LLC submitted a conditional use application of the Latah County Planning and Building Department on February 11th, 2015. The application was deemed complete by the Latah County Planning and Building Department on February 17th, 2015. The conditional use permit application was signed by the applicant, Inland Cellular LLC, and Diana Arnett owner of the subject property.

3) Section 7.01.02 requires:

1. A conditional use permit 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 consistent with the goals and policies of the Latah County 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 findings of fact and conclusions of law.**

4) Section 4.05.06 Construction of New Wireless Telecommunication Towers states the following:

1. A conditional use permit is required for the following:

- A. The construction of a tower.
- B. The installation of an antenna that would require lighting by the FAA.

2. Conditional use permits for wireless telecommunication towers or support structures are subject to the provisions of Section 7.01 and the following standards and requirements:

A. All applicants must complete a conditional use permit application for the construction of a wireless telecommunication tower as provided by Section 7.01.

The application must be signed by all legal landowners of the property, the applicant, and proposed tower owner.

B. The following documents must be attached and submitted along with the application:

1. A legal description of the parcel of land on which the proposed tower is to be located. This legal description shall include all real property described on the deed of conveyance most recently recorded for that parcel that complies with this ordinance.
2. A detailed drawing of the tower with the height specified.
3. The general capacity of the tower in terms of the number and type of antennas it is designed to accommodate.
4. A signed agreement with Latah County stating that the applicant will allow co-location with other users and that any future owners or operators will allow co-location on the tower. This agreement will be recorded in the Latah County Recorder's Office by the Planning Department.
5. Documents demonstrating to the satisfaction of the Zoning Commission that the necessary easements have been obtained, as well as plans showing how vehicle access will be provided.
6. FAA form 7460-1 as well as a diagram showing the placement and type of lighting that will be used if required by the FAA, or documentation demonstrating that the applicant has complied with FAA requirements that no lighting is required and verifying that none will be used.

7. Evidence satisfactorily demonstrating to the Zoning Commission that use of an existing support structure is not possible pursuant to Section 4.05.05.
 8. A map showing the area of coverage provided by the transmission of the proposed antenna(s).
 9. If the proposed tower is less than 1,000 feet from any residence or commercial building, and/or less than 150% the height of the tower to any property line, the applicant shall submit a signed notarized form, approved by the Planning Department, from all owners of record of such residential or commercial buildings and all owners of record of such property consenting to the location of the tower. This form shall be recorded in the Latah County Recorder's Office by the Planning Department. Setbacks from any public road or public right-of-way shall not be waived.
3. Notification shall follow the requirements of Idaho Code Section 67-6512, and all property owners of record located within 1,000 feet of the proposed tower shall be notified by regular mail at the last address listed in the Latah County Assessor's Office records by the Planning Department 15 days prior to the hearing.

5) Section 4.05.07 requires the following:

In addition to the conditional use permit criteria set out in Section 7.01, 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 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 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.

Facts of application and the information submitted

Site Characteristics:

Size of Parcel:	160 acres
Floodplain:	Zone "C"

Land Use and Regulations:

Comprehensive Plan Designation:	ICR/AOI
Existing Zoning:	Agriculture/Forest
Existing Uses:	Agriculture
Neighboring Zoning:	Agriculture/Forest
Neighboring Uses:	Agriculture

Infrastructure/Services:

Water:	N/A
Sewer:	N/A
Access:	Hutchinson Rd
Fire Protection:	N/A

Applicable Statute, Ordinance, and Comprehensive Plan Sections:

Local Planning Act: Idaho Code 67-6512

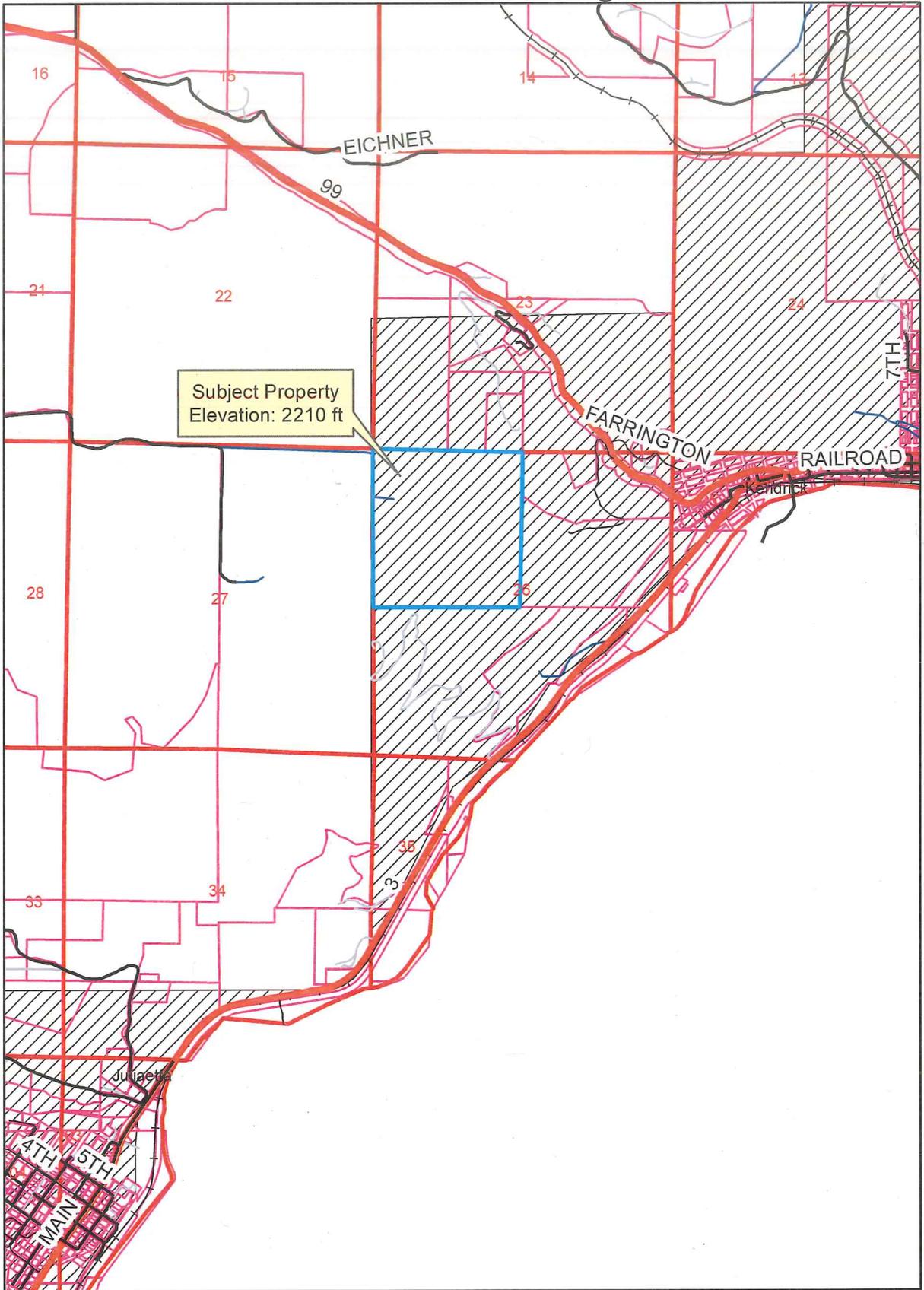
Latah County Land Use Ordinance # 269, as amended:

Section 3.01	Agriculture/Forest Zone
Article 7	Conditional Use Permits

Latah County Comprehensive Plan

CUP #941 Zoning

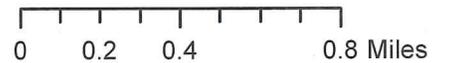
Planning and Building Department



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

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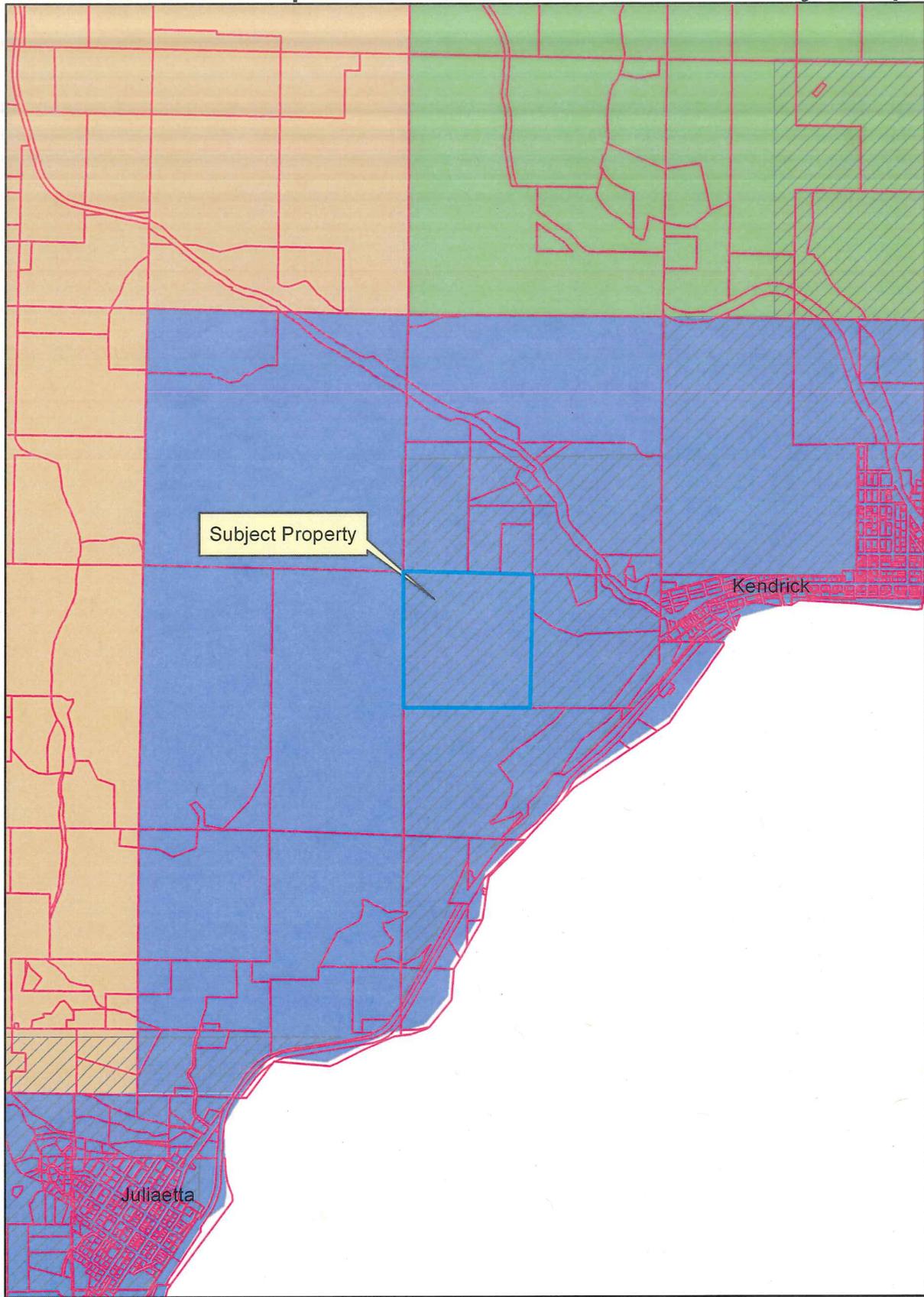
 AOI



LCZC Hrg: CUP 941
Applicant: Inland Cell
Exhibit #: 1A
Date: 04/01/2015

CUP #941 Comprehensive Plan and Vicinity Map

Planning and Building Department

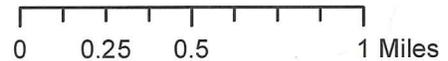


Note: This document is a representation only.
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Comprehensive Plan

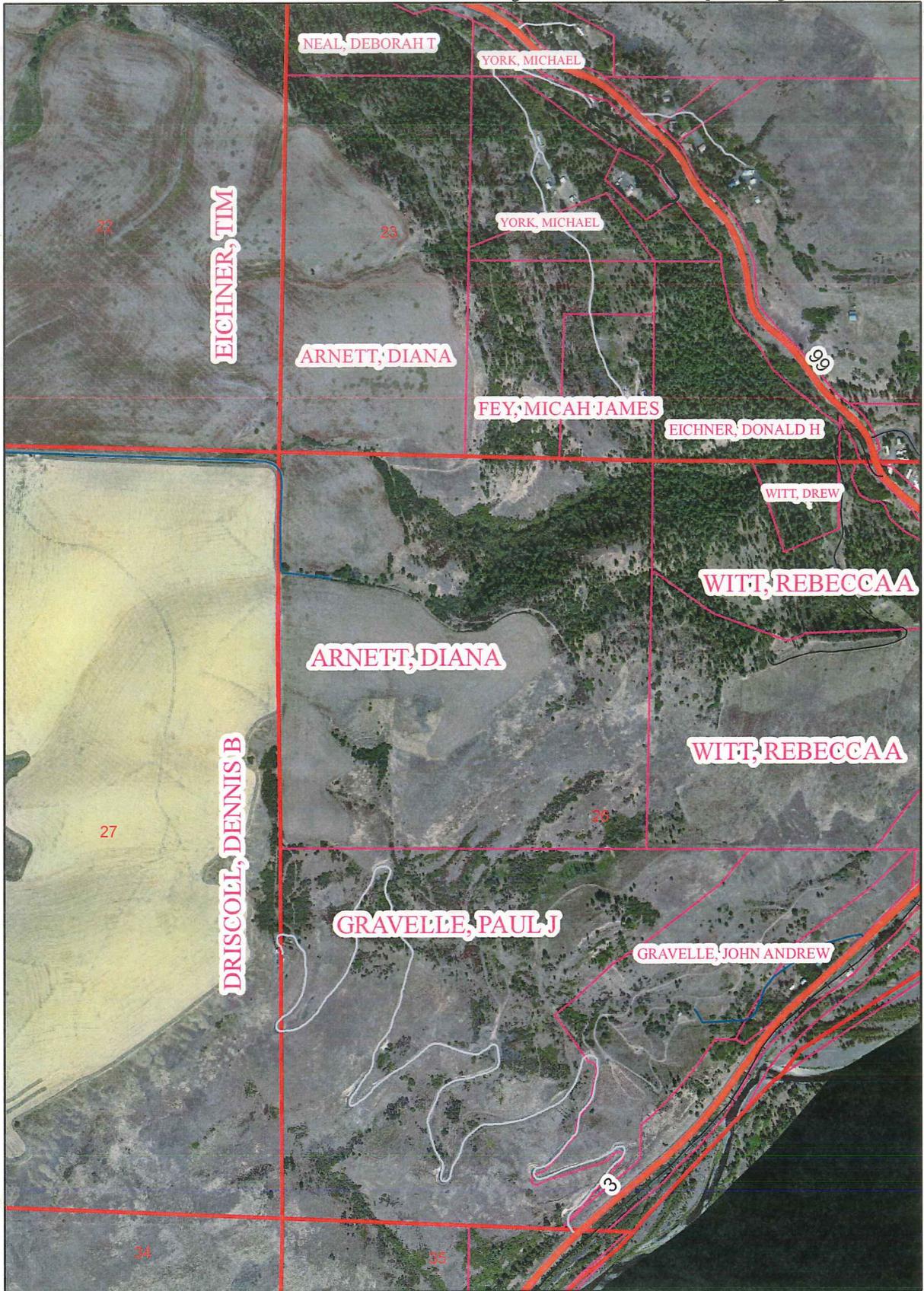
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|  | AFR |  | ICR |
|  | AOI |  | PRODUCTIVE |
| | |  | RURAL |



LCZC Hrg: CUP 941
Applicant: Inland Cell
Exhibit #: 1B
Date: 04/01/2015

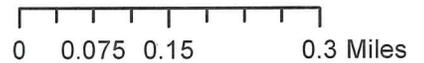
CUP #941 Aerial Photo and Adjacent Property Owners

Planning and Building Department



Note: This document is a representation only.
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LCZC Hrg: CUP 941
Applicant: Inland Cell
Exhibit #: 1C
Date: 04/01/2015



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 Inland Cellular LLC		b. Home Phone / Work Phone 509-649-2121		c. Email nathan@inlandnet.com	
d. Mailing Address PO Box 688		e. City Roslyn		f. State WA	g. Zip code 98941
h. Property Owner (if different than applicant) Diana Arnett		i. Home Phone 208-289-3252		j. Work Phone	
k. Mailing Address 31010 Diana Drive		l. City Kendrick		m. State ID	n. Zip code 83537

2. General Site Information

a. Assessor's Parcel Number(s) RP 38N03W262540A			b. Parcel Address (if applicable) Juliaetta		
c. Acreage of Existing Parcel 160	d. Zoning Ag-Forest	e. Comprehensive Plan Designation ICR	f. Floodplain designation(s) C	g. FEMA Panel # 1600860460B	
h. Is the parcel within an Area of City Impact? <input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No.		i. Impact City Kendrick	j. Road Used to Access Site Hutchinson Rd to field access where a new access will be extended to tower		

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. Existing Uses

Site is on the edge of a farmed field.

3. Service Provider Information (please attach additional information if requested)

a. Fire District NA	b. Road District South Latah Hwy District	c. School District Kendrick
d. Source of Potable Water (i.e. water district or private well) NA	e. Sewage Disposal (i.e. sewer district or private septic system) NA	

4. Adjacent Properties Information

a. Zoning of Adjacent Properties Ag-Forest	b. Existing Uses of Adjacent Properties Agriculture
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5. Permit Information

a. Proposed Use Telecommunications tower (cellular & broadband)

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? Land Use Ordinance # 269, Article 4, Section 4.05

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.

6. Authorization

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.

a. Signature of Applicant <i>Nathan R. Lewis</i>	b. Date 2-11-15
c. Signature of Property Owner (if different than applicant) <i>Diana B. Arnett</i>	d. Date 2-12-15

Office Use Only

Date Received 2/17/15	Amount 300.00	Receipt No.	By <i>M. M.</i>
CUP # 941	Date Determined Technically Complete		By <i>-</i>

Hearing Date
3/18/15

7. Attachments

All attachments should be reproducible in black and white at 8½" x 11"

Fee: (\$300.00) Make checks payable to Latah County.

Completed Narrative Worksheet: See instructions on the Conditional Use Permit Narrative Worksheet.

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.

Vicinity Map: The map should show the site location in relation to neighboring communities and natural features.

Assessor's Plat Map: Include a copy of that portion of the map that shows the subject parcel and adjoining parcels.

Other Attachments: Required by staff / Zoning Commission for certain proposed uses.

LCZC Hrg: CUP 941
 Applicant: Inland Cell
 Exhibit #: 2
 Date: 04/01/2015



Conditional Use Permit Narrative Worksheet

Application Information

Applicant's Name
Inland Cellular LLC

Phone Number
509-649-2121

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.

Construction of a cellular telecommunications tower will include: construction of a 1400' long 15' wide access roadway; development of a compound (70' x 40') which will contain a 120' tall tower, a 10' x 20' communication equipment enclosure; and, placement of microwave antenna for back haul and cellular antenna for mobile phone access.

Future collocation of wireless internet service provider(s) and/or additional cellular providers could add to the antenna placed on the tower.

Existing Uses of Property

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

Currently, the property proposed is undeveloped land adjacent to a farmed field.

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.

Both the microwave back haul and cellular frequencies are licensed by the Federal Communications Commission (FCC). Frequencies will not exceed FCC emissions deemed safe for deployment. Deployment will not adversely affect any current uses. Addition of cellular service in the Kendrick/Juliaetta area will provide benefits to public safety as travelers along the Hwy 3 corridor will have access to mobile communications which is currently not available.

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

The facilities constructed will be done so with no short or long term commitment from the public sector.
All funding for the project is from the private sector.

LCZC Hrg: CUP 941
Applicant: Inland Cell
Exhibit #: 2A
Date: 04/01/2015

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

The proposed construction of a telecommunications tower to provide cellular service and possible wireless broadband access to the communities of Juliaetta and Kendrick is not in conflict with the Latah County Comprehensive Plan.

Deployment of cellular and broadband access will add to the desirability of these communities as places to live; the addition of cellular service will positively impact public safety and economic development.

In addition to your response above, please explain your proposal's consistency with the proceeding 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

The location has been selected based on the ability to provide cellular coverage to targeted areas along Hwy 3 and within the Kendrick and Juliaetta communities.

b. Population Element

The selected location will provide cellular service to the areas surrounding Kendrick and Juliaetta, making those lands adjacent to the cities more likely to be attractive for residential and commercial development thus potentially encouraging growth.

c. Housing Element

Access to wireless telecommunication services has become a societal benefit for residents. This project will result in local access to cellular and broadband service(s) for residents.

d. Economic Development Element

Expanded cellular and broadband service will add value to the service areas' potential for economic diversification and new developments.

e. Public Services, Facilities, and Utilities Element

The proposed tower height of 120' and its location, overlooking Hwy 3 and the towns of Kendrick and Juliaetta, will reduce the need for multiple towers. Collocation opportunities will be promoted to expand service and capacity offerings to build upon the initial infrastructure investment.

f. School Facilities and Student Transportation Element

The expansion of cellular service and access to broadband will likely be celebrated by the communities youth.

The addition of cellular communication will enhance safety by adding a mobile communication mechanism on bus routes within the service area.

g. Transportation Element

The deployment of cellular service will have no negative impacts on county transportation systems.

Access to broadband data could facilitate the addition of remote roadway monitoring to enhance Highway Districts' ability to monitor road and bridge conditions remotely.

h. Natural Resource Element

Tower site construction at the Arnett property will remove less than one (1) acre from wildlife grazing habitat. During construction, the traffic will be at its height, following construction access will be incremental to provide for site/network maintenance which will not negatively affect wildlife movement and/or use of the immediate area.

i. Special Areas Element

In compliance with the federal Section 106 rules, an archaeological evaluation will be completed prior to site development.

j. Hazardous Areas Element

The tower compound will be signed in accordance with FCC rules regarding Radio Frequency (RF) exposure.

k. Recreation Element

The construction of a telecommunications tower will have no impact on the county's goals related to recreation.

l. Land Use Element

The Arnett site is within Agriculture/Forest/Residential landbase. Development of a telecommunications tower site will not conflict with the overall nature or values and will not likely lead to conversion.

m. Property Rights Element

For the Arnett's, the telecommunications tower site lease will provide a positive economic value.

n. Water Resources Element

Construction of a telecommunication tower will not affect water resources nor use of water.

LAND LEASE AGREEMENT

Juliaetta

THIS LAND LEASE AGREEMENT (hereinafter referred to as "the Lease") is made and entered into as of this 17th day of August, 2014 by and between, Diana Arnett, and/or assigns ("Lessor") and between Inland Cellular LLC dba; Inland Cellular, a Washington Limited Liability Company ("Lessee".)

RECITALS

A. Lessor owns the real property located near the City of Juliaetta, Latah County, State of Idaho Tax Parcel #RP 38N03W262540A; Juliaetta, ID 83535. (the "Property")

B. Lessee operates a cellular telephone system which serves the area in which the Property is located and desires to construct upon a portion of the Property a radio communication antenna facility, including but not limited to a telecommunication base station, tower, antennas, transmitters, standby power sources, associated communication equipment and utilities, and structures suitable for housing this equipment (the "Facilities.").

C. Lessor and Lessee desire to enter into the terms of this Lease for the purpose of permitting Lessee to construct, operate, and maintain the Facilities and for conducting any other lawful activities on that portion of the Property which is subject to this Lease.

Accordingly, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LEASE; EASEMENT

1.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on the terms and conditions of this Lease, the 200 foot by 200 foot (200' x 200') portion of the uncultivated Property described in Exhibit B to this Lease (the "Cell Site"). The Cell Site shall be located no less than fifteen feet (15') feet from any cultivated land. Lessee's use of the Cell Site shall be for

the purpose set forth herein, including but not limited to constructing, operating, and maintaining the Facilities, and for no other use without the prior written consent of the Lessor.

1.2 Lessor hereby grants to Lessee during the term of this Lease, including any renewals of this Lease, a non-exclusive easement (the "Access Easement") over the Property for use by Lessee for motor vehicle access to the Cell Site, including for purposes of installing, operating, maintaining and repairing the Facilities. Lessee shall have unrestricted use of the Access Easement without advance notice to Lessor. Lessor shall designate where on the Property the Access Easement shall be located. Lessee shall pay the costs of any improvements required to the Property to make the Access Easement suitable for Lessee's use. Notwithstanding the foregoing, under no circumstances shall Lessee cross over or use for access or any other purpose any portion of the cultivated field. Lessee shall use the existing access road or improve an alternate access road around the field to be approved by Lessor. A portion of access to the Property is via a county road. Lessee shall be responsible for any and all maintenance or improvements required to provide Lessee with their desired access, which may include obtaining approval from the County for any improvements to the county road. For the avoidance of doubt, under no circumstances shall Lessor be responsible for maintaining the access road.

1.3 Lessor further grants to Lessee and the Utility Company(ies) including but not limited to electric and telecommunication companies, during all term(s) of this Lease a utility easement over and/or under property for the use by said Utility Company in providing service to Lessee. Location of utilities shall be agreed to by all parties prior to installation.

1.4 Lessor further grants to Lessee during the term of this Lease the right to make reasonable use from time to time of a reasonable portion of the Property located outside the Cell Site for the purpose of constructing and servicing improvements located on the Cell Site, provided, however, under no circumstance shall Lessee cross over or use for access or any other purpose any portion of the cultivated field. Lessee's use of the Property for these purposes shall not unnecessarily interrupt Lessor's use of the Property nor disrupt existing utilities to the Property. At the conclusion of Lessee's use of the Property under this Section 1, Lessee shall restore the Property and any improvements on it to their condition prior to Lessee's use, provided the access road shall remain as improved.

2. TERM; COMMENCEMENT AND EXPIRATION

2.1 The effective date ("Effective Date") of this Lease shall be the earlier of one hundred eighty (180) days from the date the Agreement is signed by both parties or the date the building permit is granted. Lessee to provide Lessor with a copy of said building permit. Once construction commences, it shall be diligently pursued until completion. Further, upon execution of this Lease, Lessee shall diligently pursue the necessary approvals.

2.2 If Lessee is unable to obtain all required city, and other governmental approvals. This Agreement shall terminate without any penalties to either party.

The initial term ("Initial Term") of this Lease shall commence as of the Effective Date, and shall terminate on the last day of the month in which the fifth annual anniversary of the Effective Date shall have occurred. Lessee shall have the right to renew this Lease for eight (8) additional successive Lease Terms of five (5) year terms ("Extended Terms"). All terms shall renew automatically upon its anniversary date unless notice of termination by Lessee is given to Lessor at least ninety (90) days prior to the end of the Initial Term or each subsequent Extended Term. Extended Term(s) shall renew under the same terms and conditions of this Lease with the exception of rent adjustments as provided in Section 3.1 of this Lease.

3. RENT



3.2 Lessee will provide Lessor, at their request, an initial cellular telephone equipment package that must be used in connection with services provided by Inland Cellular, as outlined in Exhibit D, but which shall include but not be limited to one plan (unlimited data and minutes) with three phones.

4. POSSESSION

If Lessor is unable to deliver possession of the Cell Site at the commencement of this Lease, Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within 90 days of the commencement of the term hereof.

5. CLEANUP

Lessee shall maintain the Cell Site in a clean and neat condition.

6. LESSOR'S RIGHT OF ENTRY

Lessee agrees to permit Lessor, or its agents or representatives, to enter upon the Cell Site at reasonable times during any weekday for the purpose of inspecting the same.

7. USES AND EASEMENTS

7.1 The Cell Site is to be used only in connection with the operation of the Lessee's communications business and for no other business or purpose without the prior written consent of Lessor. Lessee agrees not to occupy or use, or permit any portion of the Cell Site to be used, for any purpose which is unlawful, disreputable, or deemed to be hazardous.

7.2 Lessor grants Lessee the right to construct and install on the Cell Site at Lessee's expense the Facilities, including, but not limited to, a communications structure not to exceed 150' in height.

7.3 Lessee agrees to comply with all laws, ordinances, orders, rules and regulations (municipal, county, state, and federal) relating to the use, condition or occupancy of the Cell Site.

8. ENVIRONMENTAL MATTER

8.1 Lessor represents that it is not aware of any release of Hazardous Substances (as defined below) on the Cell Site. Lessor will indemnify, protect, defend and hold harmless Lessee from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, including clean-up costs, damages and expenses, including, without limitation, reasonable attorneys' fees, sustained or incurred by Lessee pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, relating to the release by Lessor or its agents, employees or contractors of any hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, "Hazardous Substances") in, upon or beneath the Cell Site.

8.2 With the exception of Hazardous Substances that are legally used in the normal course of its business (including chemicals typically used in the agricultural industry), neither Lessor nor Lessee will bring to, transport across or dispose of any Hazardous Substances on the Premises without the other's prior written approval, which approval will not be unreasonably withheld, except Lessee may keep on the Premises substances used in backup power units (such as batteries and diesel generators) commonly used in the wireless communications industry. Lessee's use of any approved substances constituting Hazardous Substances must comply with all applicable laws, ordinances and regulations governing such use.

9. INSURANCE

Lessee shall obtain and maintain in good standing a broad form policy of public liability and property damage insurance with respect to Lessee's property and activities on or about the Cell Site, which policy shall be in an amount of not less than One Million Dollars (\$1,000,000)

per incident. Lessor shall be named as an additional insured on said policy and Lessee shall provide Lessor with a copy of said policy. Said policy shall provide that the Lessor be given thirty (30) days' notice prior to the termination of said policy.

10. ASSIGNMENT AND SUBLETTING

Lessee may assign this Lease with prior approval of Lessor of such assignment, which shall not be unreasonably withheld. Lessee may sublease all or a portion of the Cell Site to other Sub-Lessees provided each such Sub-Lessee shall be bound by the same applicable terms and conditions of this Lease, other than the amount of Rent as Lessee. [REDACTED]



11. SURRENDER OF PREMISES

Within 30 days of expiration or termination of this Agreement, Lessee shall, at its expense: (i) remove its Facilities located at the Cell Site; and (ii) quit and deliver up the Cell Site to Lessor peaceably and quietly in as good order and condition as the same was on the date hereof, ordinary wear and tear excepted. Lessee shall repair any damage to the Cell Site resulting from the removal of Lessee's property. Lessee shall leave the access road as improved by the Lessee without modification upon termination.

12. QUIET ENJOYMENT

Lessor covenants that Lessee shall, and may peacefully have, hold and enjoy the Cell Site, subject to the provisions of this Lease, provided Lessee pays the Rent herein recited and performs all of Lessee's covenants and agreements herein contained.

13. COSTS AND ATTORNEYS FEES

If by reason of any default on the part of the Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit to recover any Rent due hereunder, or for breach of any provision of this Lease or to recover possession of the Cell Site, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this Lease, then the non-prevailing party in such action shall pay the other's reasonable attorneys' fees and all reasonable costs incurred by it in connection with such default or action.

14. DEFAULT

If Lessee defaults in the payment of Rent, or defaults in the performance of any other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, then Lessor may treat such occurrence as a breach of this Lease. In the event an act or omission by a Sub-Lessee would result in a breach pursuant to the terms of this Lease, Lessor agrees to promptly notify both the Lessee and Sub-Lessee in writing and Sub-Lessee will have the same amount of time as Lessee to cure. Lessee will encourage Sub-Lessee to cure said condition, but if the condition is not cured, Lessor will agree that the Lease is terminated only with respect to the Sub-Lessee.

In the event an act or omission by Lessee would result in a breach pursuant to the terms of this Lease, Lessor agrees to promptly notify both the Lessee and the Sub-Lessee in writing and Sub-Lessee will have the same amount of time as Lessee to cure. In the event Lessee fails to cure the default, Lessor will agree that the Agreement is terminated only with respect to the Lessee if Sub-Lessee agrees to pay Lessor Rent acceptable to both parties.

15. INDEMNIFICATION

Lessee shall indemnify Lessor for any damage or injury to Lessor, its officers, employees, agents, contractors, invitees, patrons or visitors, which occurs as a result of Lessee's action or actions. Lessor shall indemnify Lessee for any damage or injury to Lessee, its officers, employees, agents, contractors, invitees, patrons or visitors which occurs as a result of the Lessor's action or actions.

16. NOTICES

Except as otherwise specifically set forth herein, any demand, request or notice which either party hereto desires, or may be required to make or deliver to the other, shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service that customarily delivers on the next business day and issues receipts (such as Federal Express), or when received by facsimile at the facsimile number shown below, or three (3) days

after being deposited in the United States mail, in registered or certified form, return receipt requested, addressed as follows:

To Lessor: Diana Arnett
 31010 Diana Drive
 Kendrick, Idaho, 83537
 Telephone No. (208)-289-3252
 Facsimile No. _____

With a required copy (which copy alone shall not constitute notice) to:

Susan R. Wilson
Attorney at Law, PLLC
208 S. Main St. Ste 2
Moscow, ID 83843
Telephone No.: (208) 882-8060
Facsimile No.: (866) 221-9397

To Lessee: Inland Cellular LLC
 P.O. Box 688
 103 South Second Street
 Roslyn, WA 98941
 Attn: Gregory A. Maras
 Telephone No.: (509) 649-2500
 Facsimile No.: (509) 649-3300

With a required copy (which copy alone shall not constitute notice) to:

James A. Miller
Mills Meyers Swartling
Suite 3000
1000 Second Avenue
Seattle, WA 98104
Telephone No.: (206) 382-1000
Facsimile No.: (206) 386-7343

or to such other address, facsimile number and/or person as either party may communicate to the other by like written notice.

17. MISCELLANEOUS

17.1 Binding Effect. This Lease shall be binding upon and inure to the benefit of Lessor, its successors and assigns, and shall be binding upon and inure to the benefit of Lessee, its successors and assigns.

17.2 Severability. It is the intention of the Lessor and Lessee that this Lease comply with FCC rules, regulations and policies and the applicable state and local laws and regulations and any covenants or restrictions of record. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

17.3 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.

17.4 Law and Venue. This Lease is declared to be an Idaho State contract. All the terms hereof shall be construed according to the laws of Idaho State.

17.5 Captions. The captions in the Lease are for convenience only and are not part of this Lease.

17.6 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.

18. COMPLETE AGREEMENT

This Lease represents the entire Agreement between the Lessor and Lessee and no representations have been made by any of the parties which is not contained herein

LESSOR: Diana Arnett

By: Diana Arnett
Diana Arnett

Its: Owner

Date: 8/19/2014

LESSEE: INLAND CELLULAR LLC

By: Gregory A. Maras
Gregory A. Maras

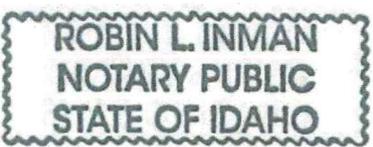
Its: Secretary

Date: 8-12-14

STATE OF IDAHO)
)ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that DIANA ARNETT personally appeared before me and acknowledged that she signed this instrument and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 19, 2014



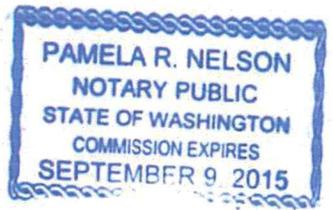
[Handwritten Signature]

Printed Name: Robin L. Inman
NOTARY PUBLIC in and for the State of Idaho
Residing in Coeur d'Alene
Commission Expires: 04-19-18

STATE OF WASHINGTON)
)ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Gregory A. Maras 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 Secretary of Inland Cellular LLC , dba Inland Cellular, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 12, 2014



[Handwritten Signature]

Printed Name: Pamela R. Nelson
NOTARY PUBLIC in and for the State of
Washington, residing in Ore Elm

ROBIN L. HANNA
NOTARY PUBLIC
STATE OF IDAHO



27

0014

2540

1305

5851

3

LCZC Hrg: CUP 941
Applicant: Inland Cell
Exhibit #: 2C
Date: 04/01/2015

Exhibit B

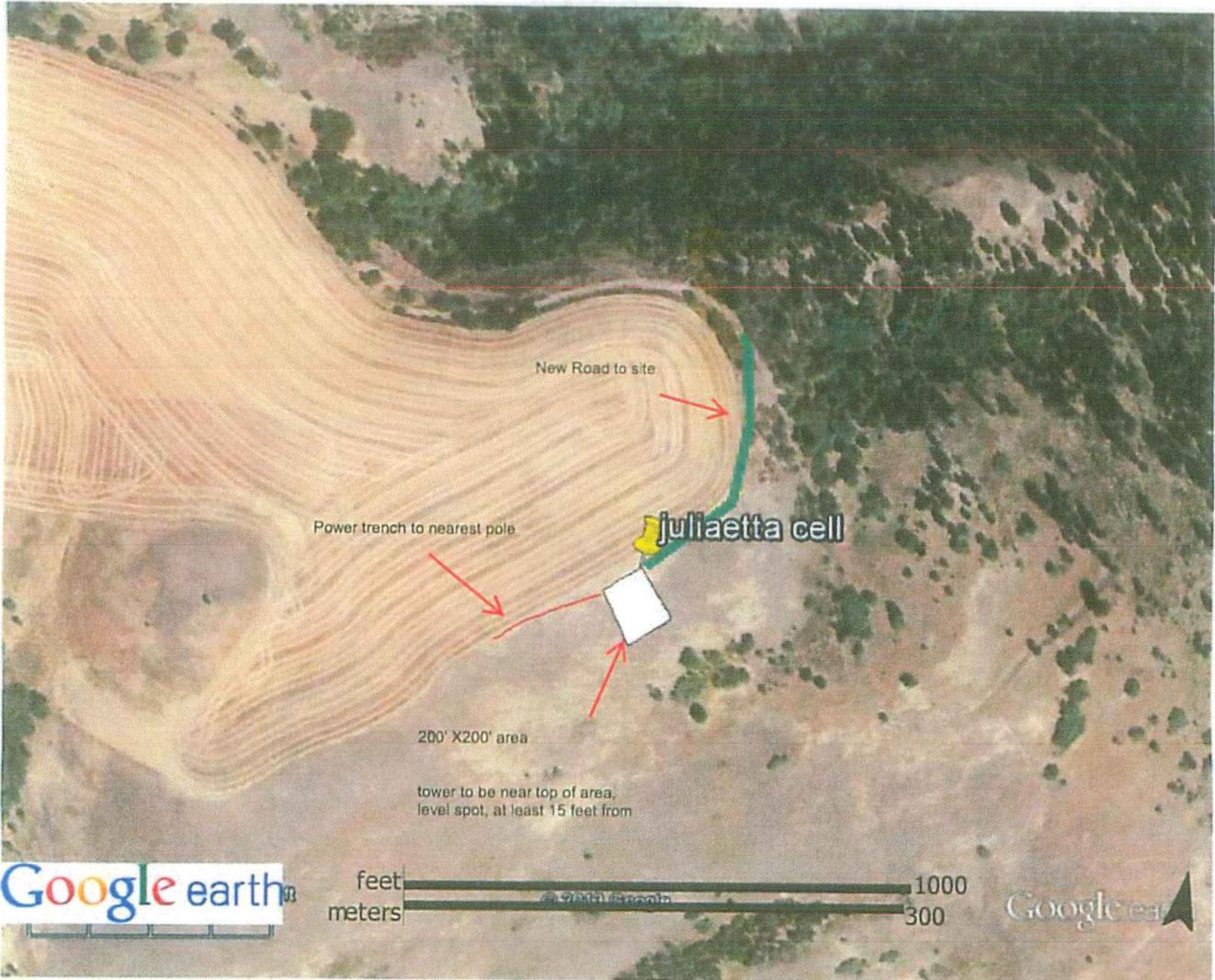


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

**Owners: Diana Arnett
Latah County, State of Idaho
Assessor's Tax Parcel Number RP 38N03W262540A**

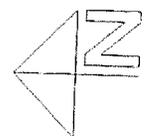
SE1/4 of NW1/4 of Section 26, Township 38 N Range 3 West, B.M.

DATE		TIME	

Inland Cellular
 211 S Montgomery
 Uvacorewa Wa 09179
 (808) 228-2211

Juliaetta Cellsite
 Juliaetta Idaho

L-1	



Road access

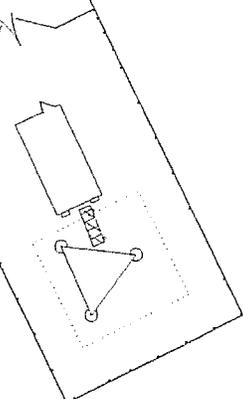
New road access
 15' wide
 ~200'

Old Fence Line

Field Edge

~200'

Field Edge

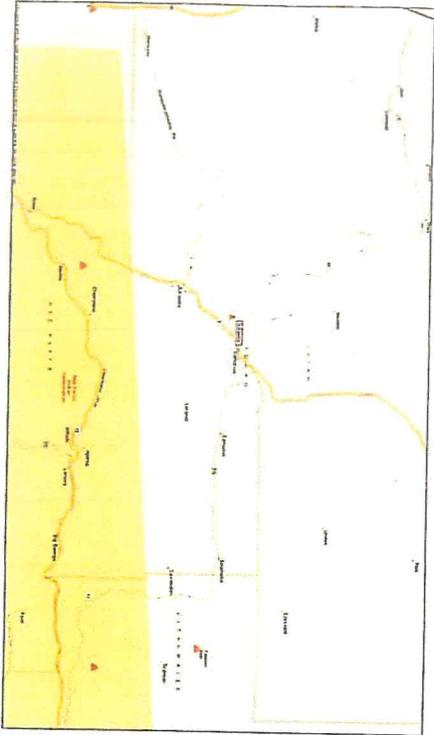




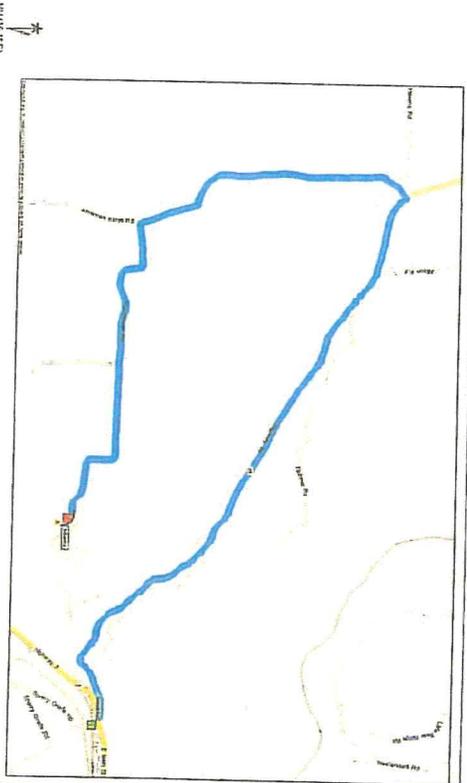
Project Name: **Juliaetta Cellsite**
 Address: **Juliaetta Idaho**

GPS location: **46°36'36.3" N 116°40'46.8" W**
 Elevation: **2198'**

Overview Map



Location Map



Site Directions

Depart 305 ID-3, Kendrick, ID 83537 on ID-99 (North) 0.1 mi
 Keep STRAIGHT onto ID-99 [Highway 99] 3.2 mi
 Turn LEFT (West) onto American Ridge Rd [Havens Rd] 0.2 mi
 Bear LEFT (South) onto American Ridge Rd 1.3 mi
 Bear LEFT (South-East) onto Hutchinson Rd 0.8 mi
 Keep STRAIGHT onto Local road(s) 1.0 mi
 Arrive at site location

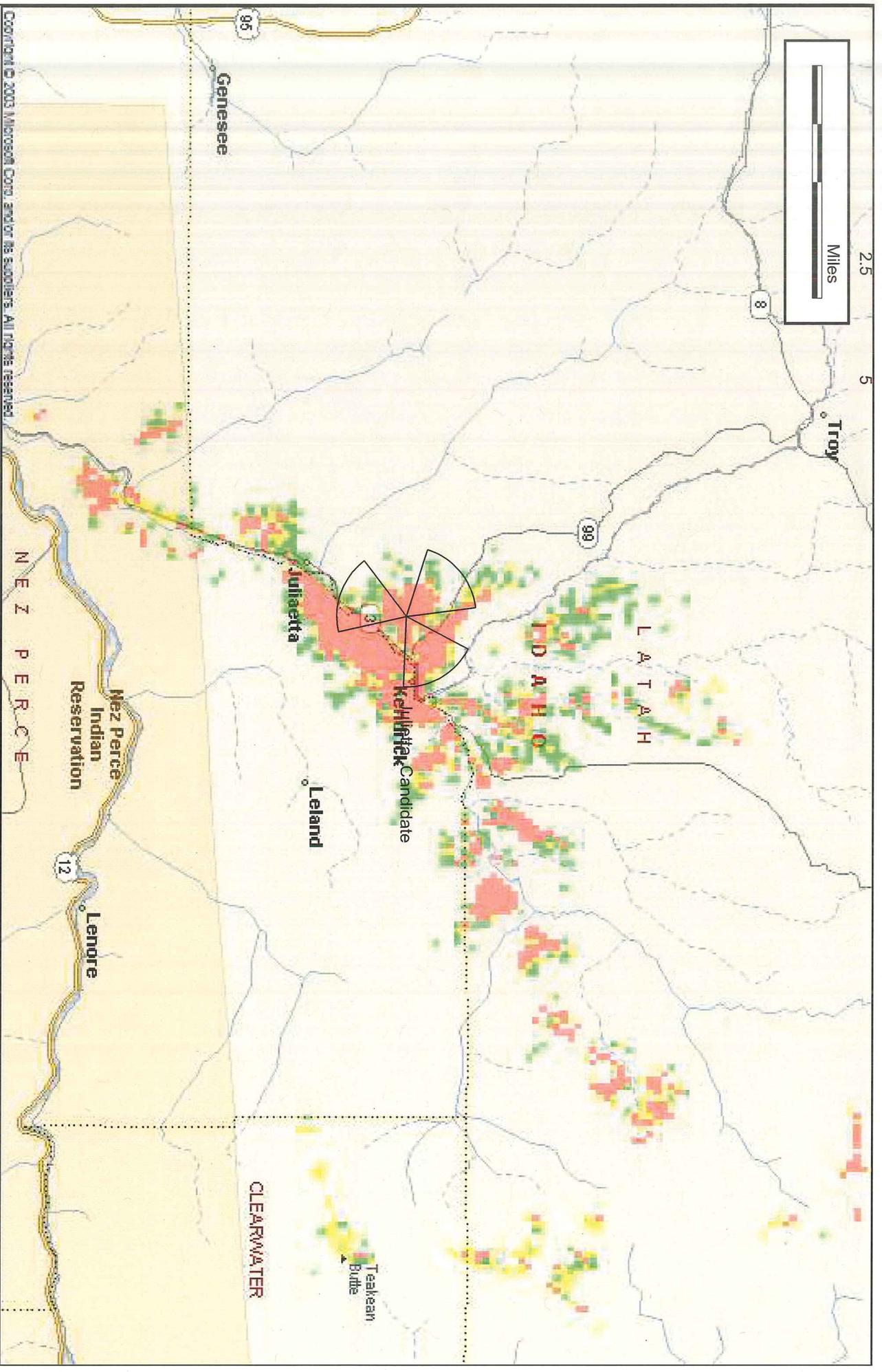
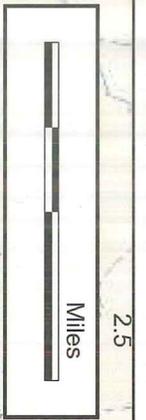
List of Drawings

Cover Sheet	C-1
Site Layout	L-1
Site Layout-2	L-2
Grounding Layout	G-1
Building setup	B-1
Tower	T-1
Tower Spec	T-2
Antenna Layout	A-1
Antenna Spec	A-2
Microwave path	A-3

Public Works approval
 Date: _____

Inland Cellular 211 S Montgomery Uniontown, Va 99179 (509)-229-2211	
Project Name Juliaetta Cellsite	Project Number C-1

LCZC Hrg: CUP 941
 Applicant: Inland Cell
 Exhibit #: 2E
 Date: 04/01/2015



Copyright © 2003 Microsoft Corp. All rights reserved. All rights reserved.
 InlandCandidate Analysis:CDMA Pilot Power-75, -85, & -95 dBm
 Active Cells

Cell: Juliaetta_Candidate
 S Idaho | CDMA What If Sites | Proposed | JAY

46 36 36.20 N 116 40 47.90 W Gnd: 2162 ft* AMSL
 1/0 BXA-80063-8CF-2 60 AZ 0 T 120 ft CL 552.3 W
 2/0 BXA-80063-8CF-2 200 AZ 0 T 120 ft CL 552.3 W
 3/0 BXA-80063-8CF-2 320 AZ 0 T 120 ft CL 552.3 W

Julietta Kendrick Candidate Eval
 CDMA PPB -75, -85, -95 dBm
 5-14-2013

Legend -- Signal in dBm
 ● Juliaetta_Candidate 0 >= n > -75
 ● Juliaetta_Candidate -75 >= n > -85
 ● Juliaetta_Candidate -85 >= n > -95

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Antenna Overview

- Alpha Sector
(1) Aniel Model BXA-80063-8CF-EDIN-2
60° TN 2° electrical downfill
- Beta Sector
(1) Aniel Model BXA-80063-8CF-EDIN-2
200° TN 2° electrical downfill
- Gamma Sector
(1) Aniel Model BXA-80063-8CF-EDIN-2
320° TN 2° electrical downfill



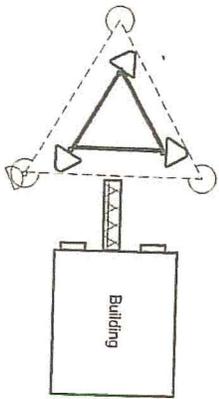
Coax Length Schedule

Sector	Azimuth	Length	# of Antennas	# of Coax Runs	Coax type	Coax size
Alpha	60°	140'	1	2	LOFE-50A	7/8"
Beta	200°	140'	1	2	LOFE-50A	7/8"
Gamma	320°	140'	1	2	LOFE-50A	7/8"
Microwave	195°	120'	1	1	LOF4.5-50B	5/8"

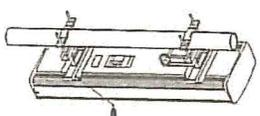
Antenna Specs



- Alpha Sector
60° TN
- Beta Sector
200° TN
- Gamma Sector
320° TN
- Microwave
195° TN



Antenna Azimuth detail



Aniel Mount p/n 36210003 to be installed per manufacturers specs included with antenna

Antenna Mount

General Notes

Coax will be grounded using industry approved methods at the top as coax goes vertical, at the bottom before it goes horizontal and at the Ground Window. Antennas will be marked with colored tape at top before it enters the shelter and inside the shelter at ground window looking at back of antennas left antenna single band of tape right antenna two bands of tape Alpha sector red tape Beta sector white tape Gamma sector blue tape one 4' id/f4 jumper to connect each 7/8 coax to antenna one 4' id/f4 jumper to connect 5/8" coax to Dish

Antenna Specs	Frequency	Power

Inland Cellular
211 S. Montgomery,
Uniontown, Wa. 99113
Ph. 509-229-2211

Juliaetta Cell site
Juliaetta Idaho

A-1

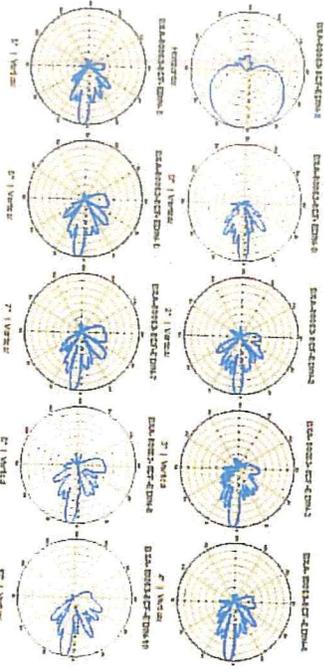
806-900 MHz²

BXA-80063-8CF-EDIN-X
 X-Pol | FEI Power | 0° | 15.0 dB

Model: 11-10000000000000000000
 Part No: 11-10000000000000000000
 Rev: 1.0



Parameter	Value
Frequency	806.900 MHz
Power	15.0 dBm
Antenna Model	BXA-80063-8CF-EDIN-X
Antenna Type	Vertical Monopole
Antenna Length	1.00 m
Antenna Diameter	0.05 m
Antenna Weight	0.50 kg
Antenna Material	Aluminum
Antenna Finish	Black
Antenna Mounting	Standard
Antenna Connector	Standard
Antenna Impedance	50 Ohms
Antenna SWR	1.5
Antenna Gain	15.0 dB
Antenna Beamwidth	120°
Antenna Radiation Pattern	Standard
Antenna Frequency Range	800-900 MHz
Antenna Power Rating	15.0 dBm
Antenna Temperature Range	-40°C to 70°C
Antenna Humidity Range	5% to 95%
Antenna Shock Resistance	Standard
Antenna Vibration Resistance	Standard
Antenna Corrosion Resistance	Standard
Antenna Storage Life	Standard
Antenna Shelf Life	Standard
Antenna Lead Time	Standard
Antenna Warranty	Standard

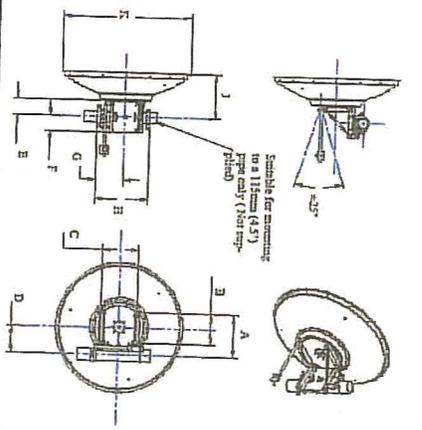


Antenna Details
 (Antel BXA80063-8CF-EDIN-2)
 1 per sector

1 of 1
 www.amphenol-antennas.com

Terrestrial Microwave Antenna Products

P3F-52 Outline Dimensions



ANTENNA DIMENSIONS			
All dimensions in mm (inches)			
A	421 (16.6)	F	152 (6)
B	295 (11.6)	G	200 (8.2)
C	301 (11.8)	H	528 (20.8)
D	273 (10.7)	J	378 (14.9)
E	105 (4.1)	K	1010 (40.0)

ANTENNA FINE ADJUSTMENT	
FINE AZIMUTH	±30°
FINE ELEVATION	±30°

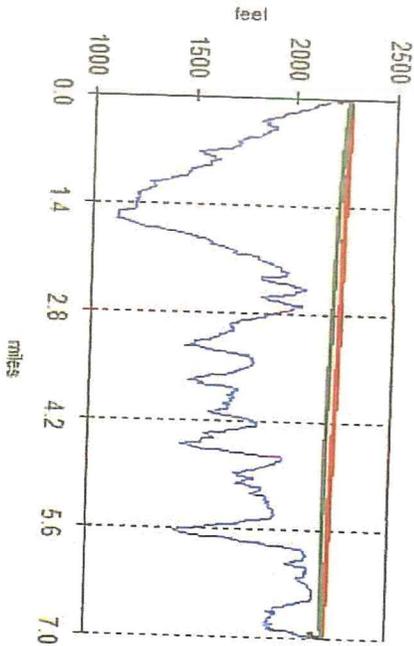
2 of 3



Dish Details
 (Andrew model # P3F-52-N7A)

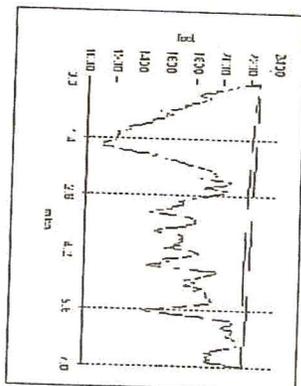
Inland Cellular 211 S Montgomery Uniontown Va 99779 (509)-229-2211	Juliaelia Celisile Juliaelia Idaho	A-2
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Juliaetta - Stoney Point CDMA



Site A	Distance: 7.0 miles	Site B
Juliaetta Lat: 46.61005 Lon: -116.668 Gr Elev: 2213 feet Ant Cl: 60 feet Azimuth: 196.89 Ant Elev: -0.1235	Frequency: 6 GHz Polarization: Vertical Fresnel: 100 % Clearance: 40.78 feet at K Factor: 1.33 FSL: 129.08	Stoney Point CDMA Lat: 46.512867 Lon: -116.722917 Gr Elev: 2133 feet Ant Cl: 60 feet Azimuth: 16.89 Ant Elev: 0.1235

SkyView
LIDAR
Juliaetta - Stoney Point CDMA



Site A	Path	Site B
Juliaetta Lat: 46.610050 Lon: -116.668000 Gr Elev: 2213 R.AMSL Ant Cl: 60 R Azimuth: 196.89 Ant Elev: -0.1234	Distance: 7.0 miles Frequency: 6 GHz Polarization: Vertical 1st Fresnel: 100 % Clearance: 41 ft at distance 6.5 miles K Factor: 1.33 Free Space Loss: -129.08 dB Microwave Path Link Budget Generic MW Radio	Stoney Point CDMA Lat: 46.512867 Lon: -116.722917 Gr Elev: 2133 R.AMSL Ant Cl: 60 R Azimuth: 16.89 Ant Elev: 0.1234
Radio TX Pwr (W): Jumper Loss (A): Cable Loss (A): Conn. Loss (A): Add. Loss (A): Antenna Gain (A):	Generic Dish ERP:	+27 dBm -0 dB -3.8 dB -0 dB -3 dB -32 dB 166 W
Antenna Gain (B): Jumper Loss (B): Cable Loss (B): Conn. Loss (B): Add. Loss (B):	Generic Dish ERP:	+32 dB -0 dB -3.0 dB -0 dB -3 dB -51.7 dBm
Dispersive Fm: Annual Reliability (%-Sec): Climate: 0.25	RX Threshold (B): Thermal Fm: Composite Fm: 99.999784 % - 60.22 secs Crane Rain not used	31.3 dB 31.3 dB

03032014 - SkyView is only a map; LOS must be verified by other data or on-ground. Page 1

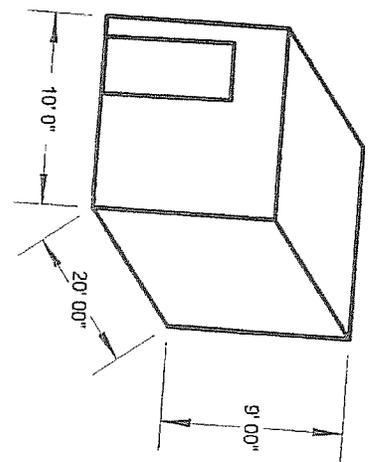
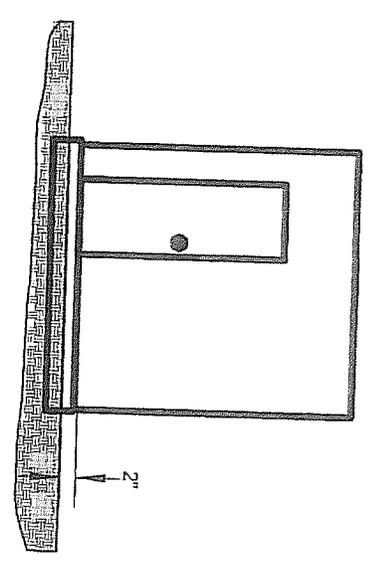
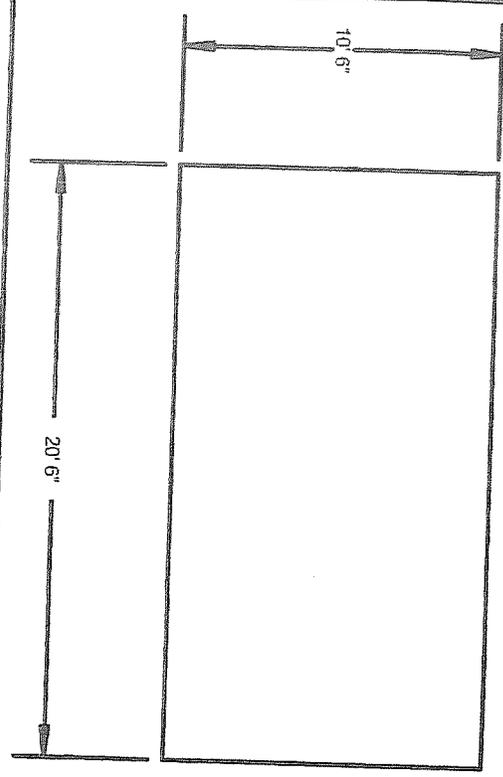
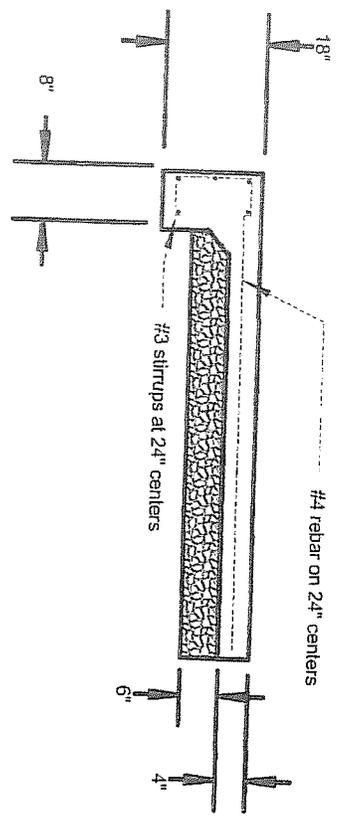
Sheet Title

Scale

Juliaetta Cellsite
211 S Montgomery
Uniontown Va 99179
(509)-229-2211

Juliaetta Cellsite
Juliaetta Idaho

A-3

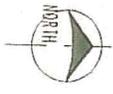
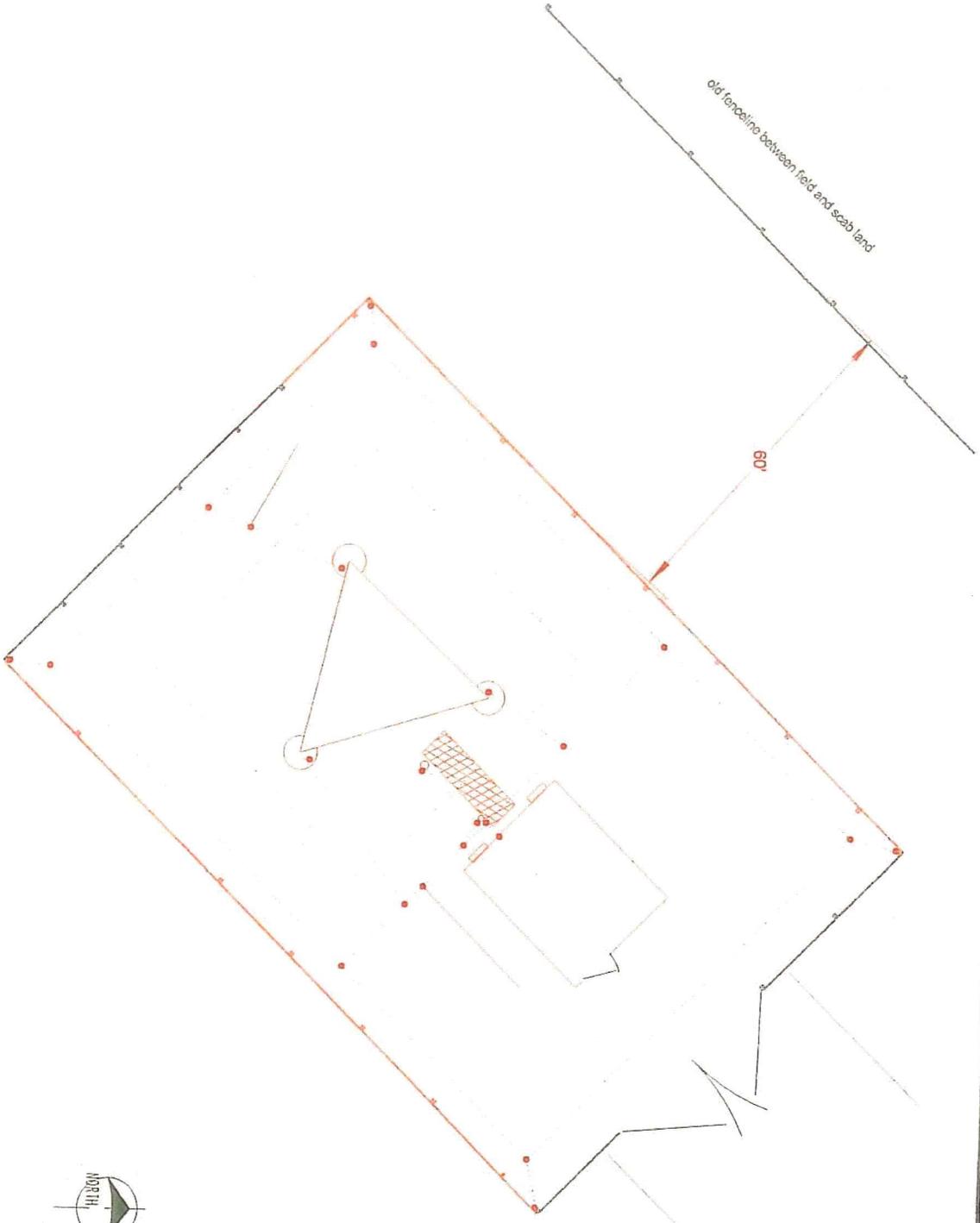


Thickened edge slab
for building

Inland Cellular
211 S. Monticemy
Udendown Wa 99713
Ph. 509-229-2211

Juliaetta Cellsite
Juliaetta Idaho

B-1



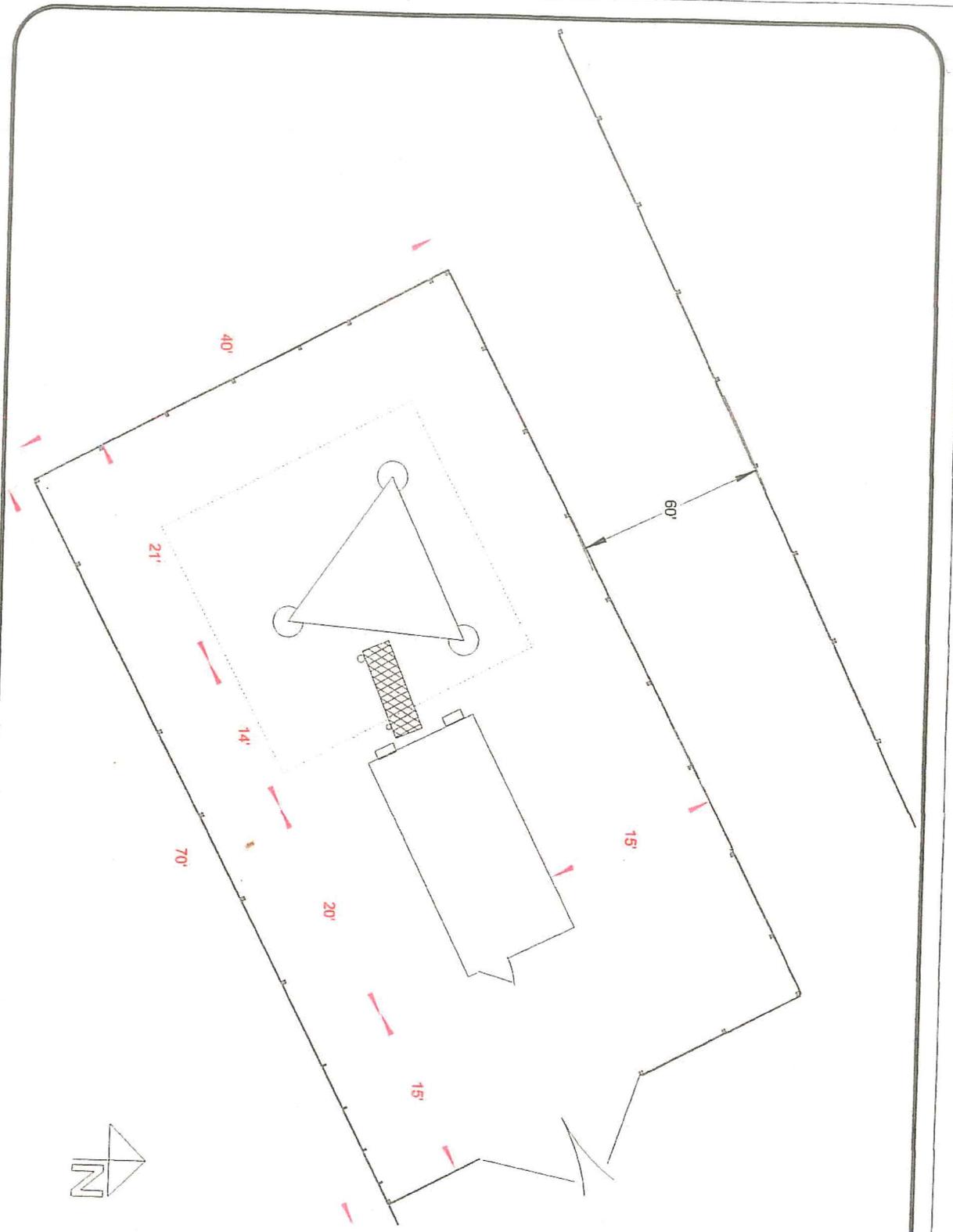
ground ring consists of #2 solid lined copper
 ground ring shall be 2' deep ringed inside the fence and welded to each corner post and each lower leg also to building ground window.
 ground rod shall consist of (2) Lyncolite chemical ground rods placed as shown on drawing

NO.	REVISION

Inland Cellular
 211 S Montgomery
 Uniontown, Mo 68179
 (609) 229-2211

Juliaetta Cell site
 Juliaetta Idaho

G-1



Tower Center is at
 46°36' 36.3" N
 116° 40' 46.8" W

fenced area should
 parallel the field and
 old fence

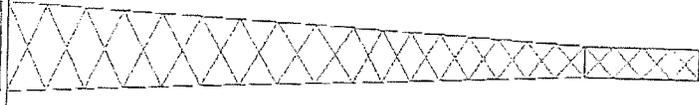
NO.	DATE	REVISIONS

Inland Cellular
 211 S Montgomery
 Uniontown, WVa 89179
 (609) 229-2211

Juliaetta Cellsite
 Juliaetta Idaho

L-2

Item	Quantity	Unit	Material
1	1	EA	Steel Tower
2	1	EA	Base
3	1	EA	Top
4	1	EA	Support
5	1	EA	Foundation



Item	Quantity	Unit	Material
1	1	EA	Steel Tower
2	1	EA	Base
3	1	EA	Top
4	1	EA	Support
5	1	EA	Foundation

Item	Quantity	Unit	Material
1	1	EA	Steel Tower
2	1	EA	Base
3	1	EA	Top
4	1	EA	Support
5	1	EA	Foundation

- 1) All heights are in feet.
- 2) All bases shall be on concrete.
- 3) The tower shall be 60' C.C. (Center to Center).
- 4) The tower shall be 60' C.C. (Center to Center).
- 5) The tower shall be 60' C.C. (Center to Center).
- 6) The tower shall be 60' C.C. (Center to Center).
- 7) The tower shall be 60' C.C. (Center to Center).
- 8) The tower shall be 60' C.C. (Center to Center).
- 9) The tower shall be 60' C.C. (Center to Center).
- 10) The tower shall be 60' C.C. (Center to Center).
- 11) The tower shall be 60' C.C. (Center to Center).
- 12) The tower shall be 60' C.C. (Center to Center).
- 13) The tower shall be 60' C.C. (Center to Center).
- 14) The tower shall be 60' C.C. (Center to Center).
- 15) The tower shall be 60' C.C. (Center to Center).
- 16) The tower shall be 60' C.C. (Center to Center).
- 17) The tower shall be 60' C.C. (Center to Center).
- 18) The tower shall be 60' C.C. (Center to Center).
- 19) The tower shall be 60' C.C. (Center to Center).
- 20) The tower shall be 60' C.C. (Center to Center).

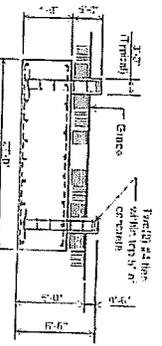
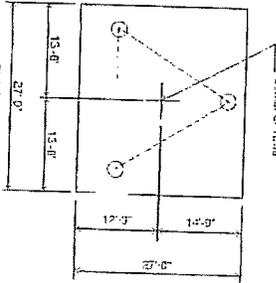
Sabre Industries
 211 S Montgomery
 Uniontown, WA 99179
 (509) 229-2711

Figure 1

Sabre Industries
 Towers and Poles

Customer: ILL AND CELLULAR TELEPHONE COMPANY
 Site: Juliaetta, ID

1204 Model 50TL Pole for 4000 Sq. Feet of Tower for
 50 mph wind velocity for 40 mph wind with 0.25 in. dia pole AISC 310-03.
 Foundation: NOT FOR CONSTRUCTION



Item	Quantity	Unit	Material
1	1	EA	Steel Tower
2	1	EA	Base
3	1	EA	Top
4	1	EA	Support
5	1	EA	Foundation

1) The tower shall be 60' C.C. (Center to Center).

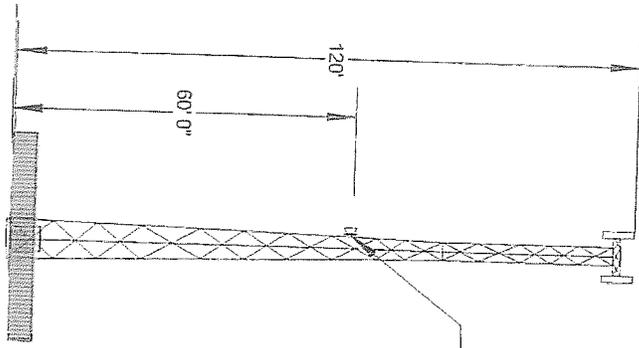
Figure 2

No. 111004
 Date 10/2/04
 By: TTV

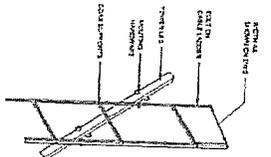
Juliaetta Cellsite
 Juliaetta Idaho

Illand Cellular
 211 S Montgomery
 Uniontown, WA 99179
 (509) 229-2711

T-2



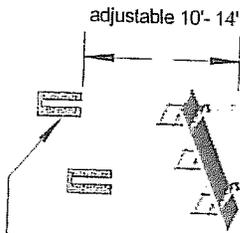
3' Dish pointed at Stoney Point



2' wide ladder
coax clips spaces every 3'

Coax ladder
P/N Sabre C20-128-021
To be mounted per
Manufacture specs

Coax ladder detail



wave guide support buried 3' below grade

Figure detail
Sabre P/N CR2-135-062

Tower Spac	
11	12
13	14

Inland Cellular
211 S. Montgomery
Uphelen, WA 99113
Ph. 509-229-2211

Juliaetta Cell site
Juliaetta Idaho

T-1



Notice Criteria Tool

The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference [CFR Title 14 Part 77.9](#).

You must file with the FAA at least 45 days prior to construction if:

- your structure will exceed 200ft above ground level
- your structure will be in proximity to an airport and will exceed the slope ratio
- your structure involves construction of a traverseway (i.e. highway, railroad, waterway etc...) and once adjusted upward with the appropriate vertical distance would exceed a standard of 77.9(a) or (b)
- your structure will emit frequencies, and does not meet the conditions of the [FAA Co-location Policy](#)
- your structure will be in an instrument approach area and might exceed part 77 Subpart C
- your proposed structure will be in proximity to a navigation facility and may impact the assurance of navigation signal reception
- your structure will be on an airport or heliport
- filing has been requested by the FAA

If you require additional information regarding the filing requirements for your structure, please identify and contact the appropriate FAA representative using the [Air Traffic Areas of Responsibility map](#) for Off Airport construction, or contact the [FAA Airports Region / District Office](#) for On Airport construction.

The tool below will assist in applying Part 77 Notice Criteria.

Latitude:	<input type="text" value="46"/> Deg	<input type="text" value="36"/> M	<input type="text" value="36.2"/> S	<input type="text" value="N"/>
Longitude:	<input type="text" value="116"/> Deg	<input type="text" value="40"/> M	<input type="text" value="47.9"/> S	<input type="text" value="W"/>
Horizontal Datum:	<input type="text" value="NAD83"/>			
Site Elevation (SE):	<input type="text" value="2200"/> (nearest foot)			
Structure Height (AGL):	<input type="text" value="199"/> (nearest foot)			
Traverseway:	<input type="text" value="No Traverseway"/>			
	(Additional height is added to certain structures under 77.9(c))			
Is structure on airport:	<input checked="" type="radio"/> No <input type="radio"/> Yes			

Results

You do not exceed Notice Criteria.



CUP #941 – Staff Introduction

CUP #941 – A request by Inland Cellular LLC, for a conditional use permit to place a wireless communications tower on a 160-acre parcel in the Agriculture/Forest zone, Kendrick AOI. The property is owned by Diana Arnett, is located in Section 26, Township 38 North, Range 03 West, B.M. in Latah County, and is referenced as Latah County Assessor’s parcel number RP38N03W262540A.

The Latah County Land Use Ordinance, under section 3.01.02(6), lists “Communication towers and transmission facilities” as a conditionally permitted use in the Agriculture/Forest Zone.

Section 7.01.02 requires:

- 1. A conditional use permit 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 Latah County 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 findings of fact and conclusions of law.**

Section 4.05.06 Construction of New Wireless Telecommunication Towers states the following:

1. A conditional use permit is required for the following:
 - A. The construction of a tower.
 - B. The installation of an antenna that would require lighting by the FAA.
2. Conditional use permits for wireless telecommunication towers or support structures are subject to the provisions of Section 7.01 and the following standards and requirements:
 - A. All applicants must complete a conditional use permit application for the construction of a wireless telecommunication tower as provided by Section 7.01.

The application must be signed by all legal landowners of the property, the applicant, and proposed tower owner.

- B. The following documents must be attached and submitted along with the application:

1. A legal description of the parcel of land on which the proposed tower is to be located. This legal description shall include all real property described on the deed of conveyance most recently recorded for that parcel that complies with this ordinance.
 2. A detailed drawing of the tower with the height specified.
 3. The general capacity of the tower in terms of the number and type of antennas it is designed to accommodate.
 4. A signed agreement with Latah County stating that the applicant will allow co-location with other users and that any future owners or operators will allow co-location on the tower. This agreement will be recorded in the Latah County Recorder's Office by the Planning Department.
 5. Documents demonstrating to the satisfaction of the Zoning Commission that the necessary easements have been obtained, as well as plans showing how vehicle access will be provided.
 6. FAA form 7460-1 as well as a diagram showing the placement and type of lighting that will be used if required by the FAA, or documentation demonstrating that the applicant has complied with FAA requirements that no lighting is required and verifying that none will be used.
 7. Evidence satisfactorily demonstrating to the Zoning Commission that use of an existing support structure is not possible pursuant to Section 4.05.05.
 8. A map showing the area of coverage provided by the transmission of the proposed antenna(s).
 9. If the proposed tower is less than 1,000 feet from any residence or commercial building, and/or less than 150% the height of the tower to any property line, the applicant shall submit a signed notarized form, approved by the Planning Department, from all owners of record of such residential or commercial buildings and all owners of record of such property consenting to the location of the tower. This form shall be recorded in the Latah County Recorder's Office by the Planning Department. Setbacks from any public road or public right-of-way shall not be waived.
3. Notification shall follow the requirements of Idaho Code Section 67-6512, and all property owners of record located within 1,000 feet of the proposed tower shall be notified by regular mail at the last address listed in the Latah County Assessor's Office records by the Planning Department 15 days prior to the hearing.

Section 4.05.07 requires the following for wireless telecommunication towers:

In addition to the conditional use permit criteria set out in Section 7.01, 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 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 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.

Exhibits will now be entered into the record.

The following exhibits were submitted with the staff packet:

EXHIBITS:

- | | |
|---------------------|--|
| Exhibit #1. | Criteria Worksheet |
| Exhibit #1A. | Zoning Map |
| Exhibit #1B. | Comprehensive Plan Map |
| Exhibit #1C. | Adjacent 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 Site Lease (Submitted by Applicant) |
| Exhibit #2C. | Proposed Site Location (Submitted by Applicant) |
| Exhibit #2D. | Detailed Site Plan (Submitted by Applicant) |
| Exhibit #2E. | Coverage Map (Submitted by Applicant) |
| Exhibit #2F. | Tower Plans (Submitted by Applicant) |
| Exhibit #2G. | FAA Approval |
| Exhibit #3. | Staff Introduction for Latah County Zoning Commission public hearing for CUP 941 on April 1, 2015. |

John Gravelle
PO Box 603
Juliaetta, ID 83535

25 March 2015

Latah County Zoning Commission
PO Box 8068
Moscow, Idaho 83843-0568

RECEIVED

MAR 25 2015

LATAH COUNTY

Latah County Zoning Commission:

Thanks for providing the opportunity to comment on Conditional Use Permit #941 by Inland Cellular for construction of a cellular tower on the Arnett property. If the Arnett's wish to have a cellular tower on their property that provides a societal demand and doesn't significantly adverse the rights or quality of life of others, then there is no reason not to support this conditional use. In this case, in my opinion, the request to the Planning & Zoning Committee appears reasonable.

However, the plans did not specify details regarding how construction plans will minimize the aesthetic impact of the tower, so perhaps there is opportunity here to improve the project. In many other areas, there are creative and innovative concealment options offered by companies like Larson Camouflage (<http://www.utilitycamo.com>), including pine tree towers that would blend seamlessly into Latah County landscapes. Examples of these tree options are included with this letter. Whether or not there are any dissenting viewpoints and concerns by neighbors or Kendrick citizens over visual pollution, or Planning & Zoning Commission concerns about seeking to maintain aesthetic integrity of the rural landscapes, these tree camouflage solutions could provide a viable winning solution for all parties involved: 1) the Arnett's can still utilize their property as they choose; 2) Inland Cellular can still provide a valuable service; 3) neighbors and the surrounding community can benefit from Inland Cellular's service without the trade-off cost of visual pollution; and 4) the Planning & Zoning Committee can confidently uphold the spirit and integrity of the County's Comprehensive Plan that seeks to preserve the county's rural landscape.

It also seems that companies like Inland Cellular would embrace a tree-like tower solution for this type of project. Not only would it provide good public relations, but also utilizing these camouflage innovations could also provide more opportunity in the future for them to expand coverage without altering landscape aesthetics in other locations.

Sincerely,



John Gravelle

LCZC Hrg: CUP 941
Applicant: Inland Cell
Exhibit #: 4
Date: 04/01/2015

HOME

ABOUT

PRODUCTS

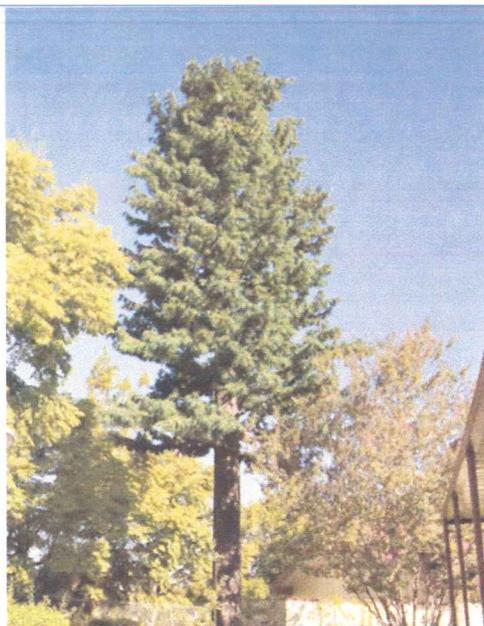
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Mono-Pine • Mono-Palm • Saguaro • Slimline/Cypress • DAS • Mono-Elm • Architectural • WaterTowers, Steeples, etc. • Refurbishment



Mono-Pines

Larson created the first Mono-Pine camouflaged cellular tower in 1992 launching the concealed tower industry. Ever since, Larson has been leading the industry with new and improved designs and products. With unique features like Larson antenna branches and matching antenna "socks", the antennas installed on the trees pictured left and bottom right below (each has 9 antennas and other equipment installed) are virtually invisible.

While it is important for the antennas to be "invisible" to people, it is just as important for the branches be "invisible" to the RF signal.

That's why Larson uses only RF friendly materials to fabricate its branches resulting in extremely low insertion and return loss properties that are needed for today's wireless networks to function at peak performance.

Mono-Pine Branch Density Options



3 Branches per Foot with Antenna Socks



3 Branches per Foot with Antenna Socks



3 Branches per Foot with Antenna Branches



2 Branches per Foot



2.25 Branches per Foot

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Larson Camouflage, LLC

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Larson Product Categories

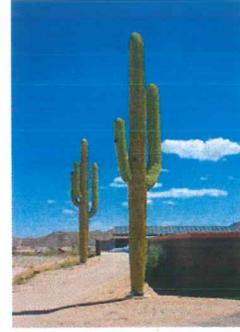
Mono-Pine • Mono-Palm • Saguario • Slimline/Cypress • DAS
Mono-Elm • Architectural • WaterTowers, Steeples, etc. • Refurbishment



Mono-Pines



Mono-Palms



Saguaros



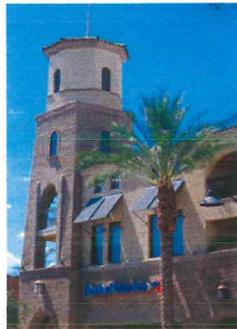
Slim-Line & Cypress



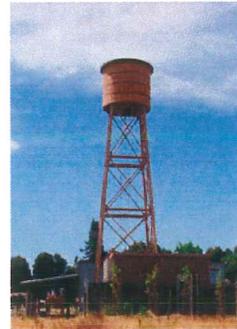
DAS



Mono-Elms



Architectural



WaterTowers/Steeples



Refurbishment

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