

AGENDA ITEM 14 COMMUNITY DEVELOPMENT DEPARTMENT 455 Mountain Village Blvd. Mountain Village, CO 81435 (970) 728-1392

TO: Mountain Village Town Council

- FROM: Drew Nelson, Senior Planner
- FOR: Town Council Regular Meeting and Public Hearing July 18, 2024
- **DATE:** July 9, 2024
- **RE:** Staff Memo Conditional Use Permit Application, Town of Mountain Village Public Right-of-Way, pursuant to CDC Section 17.6.5

APPLICATION OVERVIEW: Conditional Use Permit for Telecommunications Facilities Throughout the Town of Mountain Village

PROJECT GEOGRAPHY

Legal Description: N/A – Public Right-of-Way Address: 455 Mountain Village Boulevard Applicant/Agent: Terry Cope, Toro Vertical, Inc. Owner: Town of Mountain Village Zoning: N/A – Right-of-Way Existing Use: Right-of-Way Proposed Use: Telecommunications Facilities Lot Size: N/A

Adjacent Land Uses:

- North: N/A
- South: N/A
- East: N/A
- West: N/A

ATTACHMENTS

Exbibit A: Project Narrative/Pictures Exhibit B: Staff/Public Comments

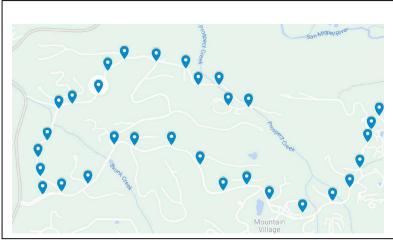


Figure 1: Vicinity Map, Potential Pole Locations

<u>Case Summary</u>: Terry Cope, on behalf of applicant Toro Vertical, Inc. dba/Toro Blanco Group, has submitted an application for a Conditional Use Permit to install telecommunications equipment within public right-of-way in the Town of Mountain Village for the purpose of deploying high-speed internet service, also known as "small cell" or 5G. The Town implemented certain design and siting regulations in 2021 to manage these installations, including a prohibition on poles being less than six hundred feet (600') from one another and no more than twenty-five feet (25') in height. State and federal regulations govern the installation of certain telecommunications devices, preempting local regulations that may otherwise limit the Town's management of 5G equipment. Essentially, the infrastructure is permitted to be a use-by-right within the Town's public right-of-way.

Due to the state and federal regulations mentioned above, the Town is in a unique situation as our ability to regulate these facilities is generally limited to location and design. In many ways, this makes a review by both the Town Council and staff a departure from normal review procedures where the Town has distinct and clear standards. This staff report will make relevant issues clearer for the Town Council's consideration, but additional issues remain to be addressed with the Town Council with the approval of any final agreement between the Town and the applicant in a form acceptable to the Town Attorney.

The proposal, as indicated in the attached documentation, includes cut sheets and designs for light poles up to twenty-five feet (25') in height along Mountain Village Boulevard and Adams Ranch Road. The project would replace some existing light poles, generally located at intersections, with a new light standard that includes additional pole height for the telecommunications antennas. All equipment related to the operations of the system is proposed to be located underground adjacent to the poles themselves, preserving the visual aesthetics of the existing pole locations.

The applicant is proposing to utilize three different designs, depending on the site conditions. The first would replace existing intersection lighting with a dual light standard found at most intersections in the Town. The second would be a replacement for existing parking lot lighting, such as that found in the Village Market parking lot. The last would be a simple stand-alone pole that does not include any lighting.

It is the applicant's desire to have the pole designs approved by the Town Council, with each individual site to be determined through negotiations between the applicant and Town staff. Specifically, the applicant is proposing to work through the Community Development and Public Works Departments to identify the best application for each site. Staff concurs that this is a logical approach and would propose standards for decision-making at each site (see below).

As noted above, the Town is bound to review the application under the auspices of HB 17-1193, which governs the installation of small wireless service infrastructure within a local government's jurisdiction and clarifies that an expedited permitting process applies to small cell facilities and networks. The statute requires a review within a short period of time, and explicitly preempts local rules for uses – making small cell facilities a use by right in any zone district. The DRB's review of this Conditional Use Permit was limited to the design of the poles themselves, which are proposed to match existing light poles or signs currently located within Mountain Village. The Design Review Board reviewed this application at their July 11, 2024 regular meeting and recommended denial by a vote of 7 to 0. In their recommendation of denial, the DRB cited concerns over the diameter and dimensions of the poles, the location of a meter disconnect box on the poles, the lack of lightning protection, and a lack of specificity on lighting lumens for luminaires as their reasons for recommending denial.

Applicable CDC Requirement Analysis: The applicable requirements cited below follow CDC Sections 17.4.14.D Conditional Use Permits, Criteria for Decision, 17.4.14.E General Standards for Review, and 17.6.5 Telecommunications Antenna Regulations. *Please note that Staff comments will be indicated by* Blue Text.

17.4.14.D. Criteria for Decision.

Section 17.4.14.D contains nine criteria which must be met for approval of a Conditional Use Permit. Staff has described the criteria in relation to the proposed development below.

Conformity with Policies, Principles, and Actions of the Comprehensive Plan

The Town's Comprehensive Plan is relatively silent on privately-held infrastructure, but does offer some insight on the Town's goals for this type of improvement. In particular, the following apply to the proposed CUP application:

3G: Transportation and Infrastructure

- I. Mountain Village strives to provide world class and efficiently planned and maintained infrastructure needed to support the town and realize the principles and policies of the Comprehensive Plan
- *II.* Mountain Village strives to ensure, through its infrastructure, that the Town is accessible to residents and visitors of all ages, incomes, and abilities.

Access to high-speed internet and cell services are ubiquitous across communities that attract both knowledge workers and tourism. At times, internet access can be bogged down in Mountain Village due to high levels of usage. While locals and visitors alike may be in Mountain Village to escape being accessible to the trappings of the internet, it is highly convenient and desired to still remain connected to allow for business and social networking. Adding capacity for access would meet the standards of the Comprehensive Plan to meet the expectations of residents and visitors alike.

In addition, there are areas of the ski area that suffer from low signal levels. This proposal does not include additional pole locations on ski area property; however, there may be opportunities for expansion in the future. The applicant is also working with the Town of Telluride to build out a network there, creating a synergy of use that many residents and guests can take advantage of. While the Town cannot mandate additional expansion on private property in the future, it should be implied that the Town expects the applicant to expand its offerings on the ski area to meet the demands of the Town's constituents.

Compatibility and Impacts to Surrounding Land Uses

The proposed use is compatible with surrounding uses, as the project would primarily replace existing light poles or sign posts along Mountain Village Boulevard and Adams Ranch Road. The applicant has requested that once the designs of the three pole types are considered and approved, they will work with Community Development and Public Works staff to choose the exact fixture that would be deployed in each location to build out their network. Town staff proposes a hierarchy of design features to evaluate each site as follows:

- 1. Replacement of existing light poles rather than new poles, eliminating additional clutter.
- 2. Locate poles to facilitate the ability to store snow or materials without impeding sight triangles at all intersections.

- 3. In the absence of light poles, replace traffic signs with slim poles to mimic existing infrastructure.
- 4. To the greatest extent possible, all pole locations shall be as far away from residences as reasonably allowed while accounting for signal coverage.
- 5. All ancillary equipment shall be located underground.
- 6. To the greatest extent possible, locations shall limit impacts to the natural environment, including vegetation and natural grade.
- 7. Locations may be slightly less than six hundred feet (600') apart in order to replace existing light poles rather than creating a new pole location at the discretion of the Town.

Physical Hazards to Neighborhood, Public Facilities, Infrastructure, or Open Space

The application does not constitute a physical hazard to the neighborhood, public facilities, the Town's infrastructure, or open space. Rather, the application would increase digital access and capacity in a rural community that has had struggles providing accessibility to digital services. Increased access provides better equity across all income levels, which creates personal and business opportunities for consumers regardless of status. Section 17.6.5.D.4 also states, "Consideration of Radio Frequency Emissions. The environmental effects of radio frequency emissions shall not be considered an appropriate concern of an adjacent lot owner provided the antenna complies with the regulations of the Federal Communications Commission regarding such concern." This mimics state law preempting local governance of radio frequencies.

Significant Adverse Effect to Surrounding Property Owners and Uses

As noted above, Town staff would utilize a hierarchy-based decision-making process for each location to attempt to limit any effects to surrounding property owners. The goal would be to keep any new freestanding poles as far away as possible from residences along both Mountain Village Boulevard as well as Adams Ranch Road. It should be noted that there are no single-family residences that have access directly onto Mountain Village Boulevard, further limiting any impacts to residences that are adjacent to the roadway.

Significant Adverse Effect on Open Space or the Purposes of Facilities Owned by the Town

The proposed application would have a beneficial effect on facilities owned by the Town, as it would increase internet access while also providing access for the Town to fiber optic services utilized by the provider. A separate form of agreement between the Town and the applicant (currently being drafted by the Town Attorney) will outline the access provided to the Town and community at-large. The Town does gain benefits from the installation of the infrastructure that would build out the 5G network.

Adverse Environmental and Visual Impacts

The application would include installation of light poles and signs that would be up to twenty-five feet (25') in height. This height is taller than most light poles in the Town of Mountain Village; however, the light fixtures themselves would maintain the average light height of existing light poles throughout Town. This reduces the impact of taller light poles but does not eliminate the visual impact of the structures. The applicant has agreed to work with Town staff on where to site the poles, with a sensitivity towards keeping visual clutter to a minimum and being sensitive to environmental concerns of each location (i.e. snow storage, wetlands, etc.).

Adequate Infrastructure

The proposed 5G infrastructure would increase accessibility for residents and guest and add to the Town's overall infrastructure. This includes a negotiated level of access to fiber-optic infrastructure for the Town's IT Department that would increase the organization's capacity for transmission of data.

Damage or Contamination to Public, Private, Residential, or Agricultural Water Supply

The proposed infrastructure would not impact any water supply within Mountain Village.

Applicable Town Regulations and Standards

Section 17.6.5 of the CDC specifically relates to telecommunications antennae proposed to be located within the Town of Mountain Village. The following criteria are established by the CDC for telecommunication antennas:

a. Visual impacts shall be mitigated to the extent practicable;

Staff Comment: The applicant has proposed three (3) different designs of poles to replace existing light poles or sign poles that are in compliance with the Town's lighting plan. This includes a dual-light intersection standard and a parking lot light pole that would be in line with the Town's standards. The intent is to not increase any visual impacts but to install infrastructure where visual impacts already exist.

b. Antenna height shall be minimized to the extent practical with the acceptable height permitted determined by the review authority as a part of the required conditional use permit process.

Staff Comment: The applicant has indicated that all light poles will be no greater than twenty-five feet (25') in height, meeting the requirements of the Town's small cell regulations.

c. The antenna shall be made available for the collocation of other telecommunication providers as a condition of approval with the goal to reduce the number of antennas in the Town to the extent practical; and

Staff Comment: The applicant has stated that the infrastructure can accommodate up to four (4) telecommunications carriers (such as Verizon, AT&T, etc.), but there is not an existing carrier identified in the application that is immediately prepared to provide service to the community. The applicant has indicated that they can meet the standards of the CDC for collocation.

d. There are no other alternative antenna sites currently in existence in the Telluride/town region that provide for collocation and the desired telecommunication service, service area and telecommunication service provider's technical needs.

Staff Comment: Due to the nature of the technology, the shorter wavelengths of the 5G signals requires smaller distances between pole locations (generally as low as 600 feet). With the Town of Telluride working with the applicant on a franchise agreement

to bring similar technology to the region, it is staff's belief that this standard is being met.

In 2021, the Town of Mountain Village adopted Interim Small Cell Infrastructure Design Guidelines (attached), which provide additional restrictions for consideration by the DRB and Town Council:

1. No towers or antennae will be permitted within 600' of any existing or proposed small cell tower or antennae equipment.

Staff Comment: The Town has analyzed the locations of each proposed pole, identifying a few locations where poles may be within 600' of each other (see attached map). Staff is requesting that any approval of the Conditional Use Permit allow for slight variations to locations in order to best place each pole, depending on the site conditions in place. The intent is to minimize visual clutter by placing poles in locations where infrastructure already exists, which may be within the 600' range of other installations.

2. All small cell equipment and appurtenances shall be housed internally with regard to the pole or alternative tower structure which hosts the small cell antennas.

Staff Comment: The applicant's designs include a detail showing sub-surface vaults for equipment (Sheet EV-2).

3. Electric metering structures and/or meters shall not be visible from the exterior of the pole or alternative tower structure which hosts the small cell antennas where the pole or alternative tower structure is located in Town right-of-way. This requirement may be wholly or partially waived by the Public Works Director where it is technically infeasible to place all or part of a meter internally.

Staff Comment: As noted previously, each location will be reviewed by Community Development and Public Works staff; at that time, should there need to be a waiver from the Public Works Director it can be determined at that time.

4. Freestanding antennas, and/or any supporting equipment shall not exceed 25.'

Staff Comment: The applicant has noted that all poles shall not exceed twenty-five feet (25') on the cover sheet of each cover sheet of their designs in the pole/luminaire details.

5. Antennas mounted to a structure or building shall not be more than ten percent (10%) higher than the actual, as-built building or structure height to which such antenna is mounted.

Staff Comment: The applicant is not proposing to have building-mounted antennas.

6. Concealment of all small cell equipment and appurtenances shall be required.

Staff Comment: The applicant has indicated that they will meet all requirements for screening and concealment of equipment.

7. Any stand-alone small cell facility shall not block windows or any building entrances. To the extent possible, poles shall be located at mid-blocks, away from intersections. All poles shall be located so as to ensure proper sight-triangles.

Staff Comment: Town staff is suggesting a variation to this standard to allow for the replacement of existing street lights or sign poles rather than adding to visual clutter. Most intersections in Mountain Village have street lights that could be modified to meet the anti-clutter goals of the community. Staff will ensure that all proper sight triangles are maintained to provide for safe traffic movement.

8. The pole design in the Town right-of-way shall match the color, aesthetics, spacing, and architectural characteristics of existing streetlights installed adjacent to the pole, or in the vicinity.

Staff Comment: The applicant has provided drawings that include three separate designs: (1) a standard pole that signage could be hung on, (2) a dual luminaire street lamp that matches the poles the Town uses in parking lots, and (3) a dual luminaire street lamp that matches the Town's intersection poles.

9. Poles and towers shall incorporate banner arms and luminaries to blend with the existing streetscape. A waiver of this requirement may be granted by the Public Works Director where it is deemed in the best interest of the public to do so.

Staff Comment: The applicant has provided drawings that would allow for banner arms or other signage to be hung on the poles they are requesting to install.

10. Wireless communications facilities and equipment should not be installed within the dripline of any tree.

Staff Comment: This will be monitored on a case-by-case basis for each location, and the Town Forester will be consulted on any locations where trees may be impacted.

11. Any area disturbed during utility construction shall be revegetated and landscaped in accordance with the Landscaping Regulations.

Staff Comment: This is identified as a condition for any potential approval and is listed in the staff memo of record.

12. Pole caissons should be circular in nature and designed to minimize impact of adjacent and future utilities. Concrete must follow the latest Colorado Department of Transportation (CDOT) Road & Bridge Specification for applicable design. All designs must be stamped and signed by a registered Professional Engineer in the State of Colorado.

Staff Comment: The applicant has provided a spec sheet (Sheet F-1) that includes foundation details; this note will be added as a condition.

13. The Town of Mountain Village encourages co-location of facilities and the location of facilities on existing infrastructure, such as Town-owned light poles, with the written approval of the Public Works Director.

Staff Comment: As noted, this is a primary goal of the Town's review of this application, and is identified as the first criteria for review of all locations.

14. Any pole/structure needs to be at least 35' from the outside edge of the designated gondola haul rope corridors.

Staff Comment: Most of the proposed general locations are within the Mountain Village Boulevard or Adams Ranch Road right-of-way, outside of the gondola haul rope corridors. However, this requirement shall be met for any locations within the Village Center where conflicts could occur. This is listed as a condition.

15. The Town of Mountain Village reserves the right to remove and relocate infrastructure if necessary, or if alternative methods become available.

Staff Comment: This item will be addressed as part of the agreement between the Town and the applicant, approved as to form by the Town Attorney.

16. Reclamation and Abandonment. Notwithstanding the foregoing, any communication antenna that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of the antenna shall remove the same within ninety (90) calendar days of the issue date of the notice to remove the antenna.

Staff Comment: This item will be addressed as part of the agreement between the Town and the applicant, approved as to form by the Town Attorney.

17.4.14.E. General Standards for Review

The location of a conditional use shall best serve the proposed use while minimizing potential adverse impacts.

The applicant has indicated that the proposed infrastructure installation will provide greater access to digital data through service carriers that commonly serve the residents and guests of Mountain Village. The adverse impacts are being minimized by the use of new light poles and signage that mimics the existing infrastructure in Mountain Village. The applicant is willing to work with Town staff on each proposed location to best limit any potential visual impact. Town staff is committed to ensure that each location will be best sited to allow for snow storage, proper sight triangles for traffic purposes, and limits to impacts to existing vegetation so that the aesthetics of Mountain Village are maintained.

Staff Recommendation: Staff recommends the Design Review Board recommend Town Council approval of the Conditional Use Permit, with conditions as noted below.

DRB Recommendation: The Design Review Board reviewed this application at their July 11, 2024 regular meeting and recommended denial of the Conditional Use Permit by a vote of 7 to 0. The reasons provided by the DRB for denial include concerns over the diameter and dimensions of the poles, the location of a meter disconnect box on the poles, the lack of lightning protection, and a lack of specificity on lighting lumens for luminaires as their reasons for recommending denial.

Staff Note: It should be noted that reasons for approval or rejection should be stated in the findings of fact and motion.

Proposed Motion:

If the Town Council moves to approve the Conditional Use Permit, Staff requests said approval condition the items listed below in the suggested motion.

I move to approve a Resolution approving a Conditional Use Permit for telecommunications facilities to be located in public rights-of-way owned by the Town of Mountain Village, based on the evidence provided in the staff memo dated July 9, 2024, and the findings of this meeting with the following conditions:

- 1) The Conditional Use Permit shall be valid for a period of three (3) years, expiring on July 1, 2027. The applicant shall be solely responsible for any reapplication in the future.
- 2) The Conditional Use Permit shall only be applicable to the three (3) designs for light or sign poles as provided for in the attached cut sheet drawings, matching existing Town of Mountain Village light and sign pole standards.
- 3) The applicant shall enter into an agreement for location of infrastructure, the form of which to be approved by the Town Attorney, for access to fiber optic line infrastructure and other infrastructure, as determined acceptable by the Town Council.
- 4) Prior to design of each potential location for replacing light poles, sign poles, or installation of new light, sign, or standalone poles, the applicant shall work with Community Development and Public Works staff to best meet the Town's desired design by the following criteria:
 - a) Replacement of existing light poles rather than new poles, eliminating additional clutter.
 - b) Locate poles to facilitate the ability to store snow or materials without impeding sight triangles at all intersections.
 - c) In the absence of light poles, replace traffic signs with slim poles to mimic existing infrastructure.
 - d) To the greatest extent possible, all new pole locations shall be as far away from residences as reasonably allowed while accounting for signal coverage.
 - e) All ancillary equipment shall be located underground.
 - f) To the greatest extent possible, locations shall limit impacts to the natural environment, including vegetation and natural grade.
 - g) Locations may be slightly less than six hundred feet (600') apart in order to replace existing light poles rather than creating a new pole location at the discretion of the Town.
 - h) All poles/structures shall be at least thirty-five feet (35') from the outside edge of the designated haul rope corridors.
- 5) Prior to construction, the applicant shall add a note to Sheet F-1 stating, "Pole caissons should be circular in nature and designed to minimize impact of adjacent and future utilities. Concrete must follow the latest Colorado Department of Transportation (CDOT) Road & Bridge Specification for applicable design. All designs must be stamped and signed by a registered Professional Engineer in the State of Colorado."
- 6) Should the technology become obsolete, or should the applicant abandon the infrastructure, the ownership of all light poles, sign poles, fiber optic conduit, and all other infrastructure comprising the system may become the property of the Town of Mountain Village at the Town's discretion.
- 7) The applicant shall be responsible for all maintenance of the system, including replacement of any infrastructure damaged by accident or act of god outside of the Town of Mountain Village's control.

- 8) Each individual site application shall include a visual mitigation plan to be submitted by the Applicant pursuant to CDC Section 17.6.5(D)(1)(a), which shall be subject to review and approval by Town Staff.
- 9) Pursuant to CDC Section 17.6.5(D)(7), any communication antenna that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the Applicant shall be required to remove the same within ninety (90) calendar days of the issue date of a notice from the Town to remove the antenna.

If the Town Council moves to deny the Conditional Use Permit, Staff requests said approval condition the items listed below in the suggested motion.

I move to deny a Resolution approving a Conditional Use Permit for telecommunications facilities to be located in public rights-of-way owned by the Town of Mountain Village, based on the evidence provided in the staff memo dated July 9, 2024, and the findings of this meeting with the following reasons for said denial:

- •
- _____
- _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF TELLECOMMUNICATION FACILITIES IN TOWN RIGHTS OF WAY

RESOLUTION NO. 2024-

WHEREAS, Toro Vertical, Inc. d/b/a Toor Blanco Group (the "Applicant") has applied for a Conditional Use Permit to authorize the installation and use of "small cell" or "5G" telecommunications equipment within several town public rights of way including Mountain Village Boulevard and Adams Ranch Road; and

WHEREAS, Section 17.6.5 of the Community Development Code ("CDC") provides standards applicable to all telecommunications antennas within the Town, including such equipment within public rights of way, and Section 17.6.5(C) provides that such uses shall be subject to the Conditional Use Permit Process set forth in the CDC; and

WHEREAS, the Applicant has proposed three different designs of poles not to exceed twenty-five feet (25') in height to replace existing light poles or sign poles and house the new equipment, not to exceed a total of thirty-one (31) new poles where such new equipment would be located; and

WHEREAS, the Design Review Board ("DRB") reviewed the Applicant's proposal and Town Staff's recommendations at a public meeting held on July 11, 2024 and voted to recommend that the Town Council deny the Conditional Use Permit application; and

WHEREAS, for purposes of this Resolution the "Application" consists of the materials submitted to the Town and itemized on Exhibit A, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public meetings before the DRB and Town Council; and

WHEREAS, the Town Council held a public hearing to consider the Application on July 18, 2024, and considered the report and recommendations of Town Staff, the DRB, testimony and/or documentation from the Applicant, public comments, and such other information as may be included in the record of the hearing; and

WHEREAS, the public hearings and meetings to consider the Application were duly noticed and held in accordance with the Town's Community Development Code ("CDC"); and

WHEREAS, the Town Council has considered the general standards for review set forth in Section 17.4.14.E of the CDC, as well as the specific criteria set forth in Section 17.6.5 of the CDC and finds that each of the following have been satisfied or will be satisfied upon compliance with the conditions of this Resolution as set forth below:

1. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;

2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;

3. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;

4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;

5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;

6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;

7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure;

8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source;

9. Visual impacts will be mitigated to the extent practical, subject to the conditions below;

10. Antenna height of twenty-five feet (25') maximum is the minimum practical height and is acceptable;

11. Antennas shall remain available for colocation of other equipment;

12. The proposed locations are appropriate and necessary to address the service provider's technical needs;

13. The proposed equipment will comply with applicable Federal Communications Commission regulations and other applicable state or federal regulations; and

14. The proposed conditional use permit meets all applicable Town regulations and standards.

WHEREAS, the Town Council has also considered the 2021 Interim Small Cell Infrastructure Design Guidelines and addressed them in the conditions below; and

WHEREAS, the Town Council now desires to approves the Application, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

<u>Section 1. Recitals</u>. The above recitals are hereby incorporated as findings of the Town Council in support of the enactment of this Resolution.

Section 2. Approval. The Town Council hereby approves a Conditional Use Permit for the construction of up to thirty-one (31) replacement towers and associated telecommunications equipment based on three designs as described in the Application to be located within the rights of way for Mountain Village Boulevard and Adams Ranch Road. Provided that each specific tower and facility is generally consistent with the Application, the Town Manager or his designee is authorized to approve each individual site and facility without further action by Council, provided that each such individual facility complies with the conditions of this Resolution and all other applicable regulations including the CDC. If the Town Manager denies any such individual site application(s), the Applicant may appeal to the Town Council for de novo review and consideration at a noticed public hearing, as allowed under CDC Section 17.2.2.A.11.

Section 3. Conditions. The Approval is subject to the following terms and conditions:

- 1) The Conditional Use Permit shall be valid for a period of three (3) years, expiring on July 1, 2027. The applicant shall be solely responsible for any reapplication in the future.
- 2) The Conditional Use Permit shall only be applicable to the three (3) designs for light or sign poles as provided for in the attached cut sheet drawings, matching existing Town of Mountain Village light and sign pole standards.
- 3) The applicant shall enter into an agreement for location of infrastructure, the form of which to be approved by the Town Attorney, for access to fiber optic line infrastructure and other infrastructure, as determined acceptable by the Town Council.
- 4) Prior to design of each potential location for replacing light poles, sign poles, or installation of new light, sign, or standalone poles, the applicant shall work with Community Development and Public Works staff to best meet the Town's desired design by the following criteria:
 - a) Replacement of existing light poles rather than new poles, eliminating additional clutter.
 - b) Locate poles to facilitate the ability to store snow or materials without impeding sight triangles at all intersections.
 - c) In the absence of light poles, replace traffic signs with slim poles to mimic existing infrastructure.
 - d) To the greatest extent possible, all new pole locations shall be as far away from residences as reasonably allowed while accounting for signal coverage.
 - e) All ancillary equipment shall be located underground.
 - f) To the greatest extent possible, locations shall limit impacts to the natural environment, including vegetation and natural grade.
 - g) Locations may be slightly less than six hundred feet (600') apart in order to replace existing light poles rather than creating a new pole location at the discretion of the Town.
 - h) All poles/structures shall be at least thirty-five feet (35') from the outside edge of the designated haul rope corridors.
- 5) Prior to construction, the applicant shall add a note to Sheet F-1 stating, "Pole caissons should be circular in nature and designed to minimize impact of adjacent and future utilities. Concrete must follow the latest Colorado Department of Transportation (CDOT) Road & Bridge Specification for applicable design. All designs must be stamped and signed by a registered Professional Engineer in the State of Colorado."
- 6) Should the technology become obsolete, or should the applicant abandon the infrastructure, the ownership of all light poles, sign poles, fiber optic conduit, and all other infrastructure comprising the system may become the property of the Town of Mountain Village at the Town's discretion.
- 7) The applicant shall be responsible for all maintenance of the system, including replacement of any infrastructure damaged by accident or act of god outside of the Town of Mountain Village's control.
- 8) Each individual site application shall include a visual mitigation plan to be submitted by the Applicant pursuant to CDC Section 17.6.5(D)(1)(a), which shall be subject to review and approval by Town Staff.
- 9) Pursuant to CDC Section 17.6.5(D)(7), any communication antenna that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the Applicant shall be required to remove the same within ninety (90) calendar days of the issue date of a notice from the Town to remove the antenna.

Section 4. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on July 18, 2024.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: _____ Marti Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

David McConaughy, Town Attorney

Exhibit A

[LIST OF APPLICATION MATERIALS]

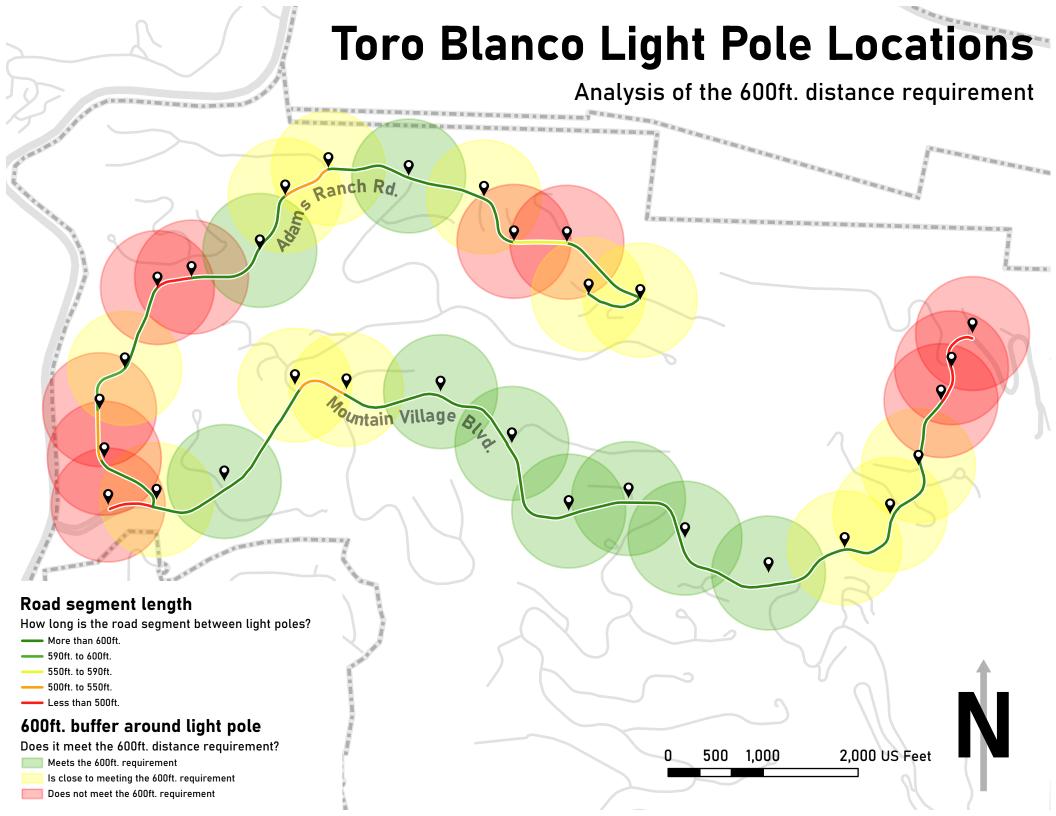


PLANNING & DEVELOPMENT SERVICES 455 Mountain Village Blvd. Suite A Mountain Village, CO 81435 970-728-1392 970-728-4342 Fax cd@mtnvillage.org

INTERIM SMALL CELL INFRASTRUCTURE DESIGN GUIDELINES

Effective immediately, the following design guidelines shall apply to any new land use applications for the construction, reconfiguration, or addition to cell phone tower infrastructure, antennae, and transmission devices within the Town of Mountain Village, as defined by FCC Small Cell Order 18-133.

- 1. No towers or antennae will be permitted within 600' of any existing or proposed small cell tower or antennae equipment.
- 2. All small cell equipment and appurtenances shall be housed internally with regard to the pole or alternative tower structure which hosts the small cell antennas.
- 3. Electric metering structures and/or meters shall not be visible from the exterior of the pole or alternative tower structure which hosts the small cell antennas where the pole or alternative tower structure is located in Town right-of-way. This requirement may be wholly or partially waived by the Public Works Director where it is technically infeasible to place all or part of a meter internally.
- 4. Freestanding antennas, and/or any supporting equipment shall not exceed 25.'
- 5. Antennas mounted to a structure or building shall not be more than ten percent (10%) higher than the actual, as-built building or structure height to which such antenna is mounted.
- 6. Concealment of all small cell equipment and appurtenances shall be required.
- 7. Any stand-alone small cell facility shall not block windows or any building entrances. To the extent possible, poles shall be located at mid-blocks, away from intersections. All poles shall be located so as to ensure proper sight-triangles.
- 8. The pole design in the Town right-of-way shall match the color, aesthetics, spacing, and architectural characteristics of existing streetlights installed adjacent to the pole, or in the vicinity.
- 9. Poles and towers shall incorporate banner arms and luminaries to blend with the existing streetscape. A waiver of this requirement may be granted by the Public Works Director where it is deemed in the best interest of the public to do so.
- 10. Wireless communications facilities and equipment should not be installed within the dripline of any tree.
- 11. Any area disturbed during utility construction shall be revegetated and landscaped in accordance with the Landscaping Regulations.
- 12. Pole caissons should be circular in nature and designed to minimize impact of adjacent and future utilities. Concrete must follow the latest Colorado Department of Transportation (CDOT) Road & Bridge Specification for applicable design. All designs must be stamped and signed by a registered Professional Engineer in the State of Colorado.
- 13. The Town of Mountain Village encourages co-location of facilities and the location of facilities on existing infrastructure, such as Town-owned light poles, with the written approval of the Public Works Director.
- 14. Any pole/structure needs to be at least 35' from the outside edge of the designated gondola haul rope corridors.
- 15. The Town of Mountain Village reserves the right to remove and relocate infrastructure if necessary, or if alternative methods become available.
- 16. Reclamation and Abandonment. Notwithstanding the foregoing, any communication antenna that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of the antenna shall remove the same within ninety (90) calendar days of the issue date of the notice to remove the antenna.



THE TORO BLANCO GROUP

TOWN OF MOUNTAIN VILLAGE, CO 2023

WWW.TOROBLANCOCROUP.COM



ABOUT US...

Toro Blanco designs and provides infrastructure for Smart Community solutions including 5G, Broadband, EV charging, and IoT applications.

We believe in a holistic, community first approach to infrastructure deployments, and that installations like Small Cells should be the backbone of a Smarter City, not cheapen your ROW.

Engagement on a detailed level is critical to Toro Blanco Group, and we've spent considerable time working on proposals for Telluride and many thoughtful hours with the planning community in town.

We hope you'll review us and our thoughts on the Town of Mountain Village as positively as we view your beautiful town.

Telluride Town of Mountain Village

Background

Toro Blanco has worked with Park City, UT and Telluride, CO to prepare for the latest deployments of 5G and modern technology with the least visible impact to the beautiful esthetics of these mountain towns.

We'd like to take this same approach to the Town of Mountain Village and based on our discussions propose the following for minimizing the impact of telecommunications.

Guiding Principles

Infrastructure for Town of Mountain Village:

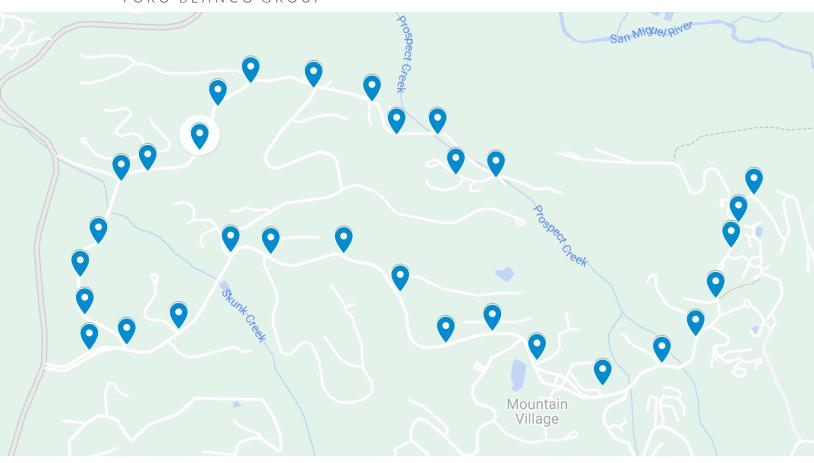
- Limit infrastructure to ROW
- Avoid Residential Areas
- Prioritize gathering areas, high visitor traffic and bus stops
- · Install slimline structures similar to Telluride that will blend into existing surroundings
- Establish telecom backbone available for Town, Public Safety and future IT needs
 - · Wayfinding, kiosk, security, SAR, Smart Community capabilities

Proposal

Two main lines of infrastructure development, placed in the ROW

- Mountain Village Blvd
- Adams Ranch to Meadows

We would ask permission to permit a collection of locations for a multi-carrier system using a unique design for the Town of Mountain Village that prioritizes the main thoroughfare, incorporates bus stops, and will facilitate coverage for key areas of the Town of Mountain Village with minimal impact to the viewshed. TORO BLANCO GROUP



04

OUTDOOR NETWORK

30 Nodes throughout town connected by a hybrid power/Fiber cable A central location to house radio, either in existing facilities or in concealed outdoor furniture.

- Network will allow for Multi-carrier use
- Negate the need for separate poles for separate carriers
- · Minimize construction and multiple telecom projects
- Incorporate Municipal network needs or future use

CAPABILITIES

Multi-Band Coverage

 Up to 8 (Eight) Bands of Coverage, Operating Frequencies from 380 – 2700MHz, 3.5GHz, 3.7GHz, and 28GHz or 39GHz.

Fiber Connectivity

- Connectivity throughout Main St and commercial areas also available for municipal use
- DC Power Redundancy
- Cleaner power with built-in redundancies and battery backup for less network downtime.

INITIAL NODE SELECTION

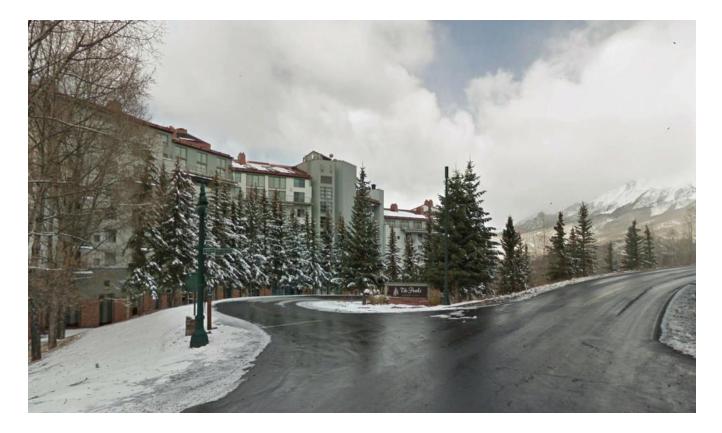
31 POTENTIAL LOCATIONS IDENTIFIED

These first locations selected based on suitability include some existing light poles. This is just an initial pass, and we would like your input on site selection and the viability of each location.

LAT	LON	CROSS-STREET	COMMENTS	SITE ID	NEW, REPLACEMENT , ATTACH TO EXISTING, OR LUMINAIRE
37.9393925	-107.84629	Mountain Valley Blvd & Sunny Ridge Pl			NEW POLE
37.9383817	-107.84702	Mountain Valley Blvd & Country Club Dr			NEW POLE
37.9374314	-107.84738	Mountain Valley Blvd & Madeline Hotel near Comm Boxes			NEW POLE
37.9355714	-107.84809	Mountain Valley Blvd & Aspen Ridge Dr Replace wayfinding	pole Bus Sto	р	NEW POLE
37.9341475	-107.84904	Mountain Valley Blvd & cross path near Vischer Dr			NEW POLE
37.933162	-107.85065	Mountain Valley Blvd & Prospect Creek near Comm Boxes			NEW POLE
37.9323008	-107.85341	Mountain Valley Blvd & Telluride Outfitters			NEW POLE
37.9332527	-107.85651	Mountain Valley Blvd & Fire Department Bus Stop			NEW POLE
37.9343561	-107.85863	Mountain Valley Blvd & Lakespur Ln			NEW POLE
37.9339084	-107.8608	Mountain Valley Blvd & Lower Galloping Goose			NEW POLE
37.9357935	-107.86296	Mountain Valley Blvd & Victoria Dr			NEW POLE
37.9372343	-107.86562	Mountain Valley Blvd & Petra Domus			NEW POLE
37.9371926	-107.86903	Mountain Valley Blvd & Aj Dr			NEW POLE
37.9372484	-107.87096	Mountain Valley Blvd & Russell Dr near Comm boxes			NEW POLE
37.9344004	-107.87337	Mountain Valley Blvd & Pennington Pl			NEW POLE
37.933836	-107.87584	Mountain Valley Blvd & Adams Ranch Rd near Comm boxes			NEW POLE
37.9336327	-107.87757	Mountain Valley Blvd & Turnaround near entry			NEW POLE
37.9349532	-107.87779	Adams Ranch Rd near 130			NEW POLE
37.9363524	-107.878	Adams Ranch Rd near 140			NEW POLE
37.9375681	-107.87715	Adams Ranch Rd near 150			NEW POLE
37.939908	-107.87607	Adams Ranch Rd near 176 Skunks Creek			NEW POLE
37.9402786	-107.87483	Adams Ranch Rd near Adams Way Bus Stop			NEW POLE
37.9410662	-107.8724	Adams Ranch Rd near 214			NEW POLE
37.9426913	-107.87155	Adams Ranch Rd near 220			NEW POLE
37.9435195	-107.87	Adams Ranch Rd & Lawson Overlook Bus Stop			NEW POLE
37.9433525	-107.86703	Adams Ranch Rd & Double Eagle Bus Stop			NEW POLE
37.9428379	-107.8643	Adams Ranch Rd & Lupine Ln			NEW POLE
37.9416173	-107.86311	Adams Ranch Rd & Coyote Ct			NEW POLE
37.941624	-107.8612	Adams Ranch Rd & The Boulders Bus Stop			NEW POLE
37.9400347	-107.85843	Adams Ranch Rd EV Charging Station			NEW POLE
37.9401326	-107.86033	Meadows Post Office			NEW POLE

The recommended locations:

RENDERING OF STAND-ALONE POLE



Location Example – final siting as determined by the city.

06

RENDERING OF STAND-ALONE POLE



Location Example – final siting as determined by the city.

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RENDERING OF STAND-ALONE POLE



Location Example – final siting as determined by the city.

80

RENDERING OF STAND-ALONE POLE



Location Example – final siting as determined by the city.

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TORO BLANCO GROUP



*Small cells in Telluride don't have to look like this.

CHALLENGES

of Traditional Small Cell Builds

Single Carrier Installations

Individual carrier nodes without the equipment sharing provided by a neutral host ODAS mean three to four times the overall amount of infrastructure, meaning more poles and more antennas cluttering the Telluride ROW.

Disjointed Build Out

Individual carrier build outs mean a piecemeal approach to connectivity in Telluride. Instead of one build that encompasses the whole town, like an ODAS, each carrier comes in separately to deploy their own equipment individually, meaning repeatedly tearing up streets and sidewalks.

Lack of Uniformity

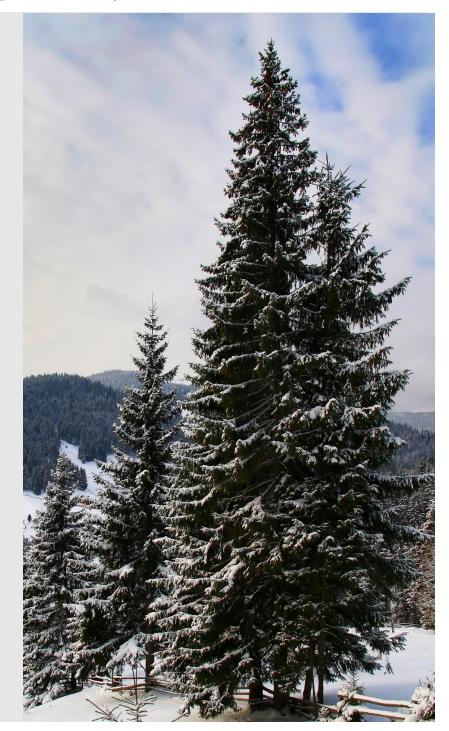
3

By implementing one network across the entire town, we ensure uniformity across every antenna and pole installation. Individual carrier installations look different not only from carrier to carrier, but also from year to year, resulting in a myriad of installation types that clutter the Telluride ROW.

O-DAS BENEFITS

Minimize Net Growth of Poles Multi-tenant Capability Design Consistency

- Consistent, City-wide Solutions
- Multiple Carriers on every installation, sharing antennas, fiber, & power
- Custom Smart Poles & Concealments
- Smart City Infrastructure
- Open Access Network / Open Access Fiber
- 5G Readiness and Deployment
- Holistic, advanced system design
- Historical Accuracy, Aesthetic Integration
- Sustainable, climate resilient deployment
- DC micro grid critical communications networks stay online, even during power outages



POLE DESIGN MULTI-CARRIER STAND ALONE POLE



Design capable of accommodating 1-2 side mount lanterns for pedestrian lighting.

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OUR ASK

Contact: Terry Cope Managing Partner terry@toroblancogroup.com M: 678.818.3797

Zack Hodgin Managing Director zack@toroblancogroup.com M: 828.260.6238 Toro Blanco would like permission to apply for permits for these locations with the intent to build out the network within the next 12 – 24 months.

Advantages for The Town of Mountain Village include a multi-carrier network that minimizes the amount of infrastructure needed, prevents multiple project in town, and gives the town access to a network that can incorporate future IT and public safety projects.



The following document contains drawings and plan sets that are not accessible to screen readers. For assistance in accessing and interpreting these documents, please email cd@mtnvillage.org or call (970) 728-8000

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PROPRIETARY

PROJECT INFORMATION

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37.934953
-107.87779
Mountain Valley Blvd & Turnarou
130 ADAMS RANCH I (APPROX)
TELLURIDE, CO 81435
SAN MIGUEL COUNTY
MOUNTAIN VILLAGE
PUBLIC RIGHT-OF-WAY
TORO BLANCO GROUP, LLC ATLANTA, GA 30360 PHONE: 678-818-3797

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DISCLAIMER

ON AND ALL DESIGNS WITHIN THIS DOCUMENT ARE NATURE AND SHALL NOT BE REPRODUCED, USED, COPIED IN PART OR WHOLE WITHOUT WRITTEN TORO BLANCO GROUP, LLC.

CODE COMPLIANCE

ID STATE REGULATORY REQUIREMENTS WILL BE DUGHOUT THE PERMITTING AND CONSTRUCTION OF ROPOSED WITHIN THESE PLANS. PLEASE NOTE THAT ONS, MATERIALS, AND ANY WORK PERFORMED SHALL CE WITH THE FOLLOWING CODES AND STANDARDS AS E GOVERNING AUTHORITIES OF MOUNTAIN VILL, UN7AND THE STATE OF CO . IN NO WAY IS IN THESE PLANS INTENDED TO PERMIT WORK WHICH ORM TO THE MOST CURRENT EDITIONS OF THE S AND STANDARDS. NAL BUILDING CODE

LECTRICAL SAFETY CODE AND/OR SMPA

G-2 OR LATEST EDITION OF MOUNTAIN / SAN MIGUEL COUNTY LANNING CODE





US-CO-7117

Mountain Valley Blvd & Turnarou TELLURIDE, CO 81435 REPLACE

> TITLE SHEET COV-1

MASTER LEGEND

EXISTING

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E-UNK -		ELECTRIC - UNKNOWN
OE	- <i>OE</i>	ELECTRIC - OVERHEAD
UE	- UE	ELECTRIC - UNDERGROUND

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	- 25 YR -		- FLOODPLAIN - 25 YEAR	W-08
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W-IBA W-PVT		WATER - PRIVATE
W-UNK		WATER - UNKNOWN
W-08	W-08	WATER - (SIZE)
W-08-PVC		WATER - (SIZE) - (MATERIAL)
SYMBOLS		
E	ELECTRIC ·	VAULT
E	ELECTRIC ·	PULLBOX
[7 <u>2</u> 2]	ELECTRIC -	PULLBOX - TRAFFIC TYPE
œ—¢	ELECTRIC -	LIGHT POLE
œ:	ELECTRIC -	PED XING SIGNAL
	ELECTRIC ·	TRAFFIC MAST
	ELECTRIC -	AERIAL POLE
\square	ELECTRIC ·	SIGNAL CABINET
T T	TELECOMN	IUNICATION - MANHOLE / VAULT
17.3d	WATER - M	ETER
	WATER - V	ALVE
WW	SANITARY	SEWER - MANHOLE
SD	STORM DR.	AIN - MANHOLE
0	STORM DR.	AIN - CURB INLET
(MH)	MANHOLE	- UNKNOWN
([<i>PM</i>])	SITE - PARF	KING METER / PAY TO PARK KIOSK
\bigcirc	SITE - TRAS	SH CAN
	SITE - BENG	СН
	SITE - VEGI	ETATION - TREE

ASPHALT

GRASS

* *

PAVERS

STONEWORK

l	PROF	POSED
ELECTRIC LINETYPES		TELECOMMUNICATION LINETY
E-UNK OE UE	ELECTRIC - ABANDONED ELECTRIC - UNKNOWN ELECTRIC - OVERHEAD ELECTRIC - UNDERGROUND - TRENCH	T-ABD T
-UE UE UE UE UE UE UE		UT UT -UT- -UT- FO FO AT&T AT&T
IP IP RB RB MS MS TP TP TFD TFD LOC LOC	E&SC - INLET PROTECTION E&SC - ROCK BERM	TRAFFIC CONDUIT LINETYPES TC TC TC TC TRAFFIC CONTROL LINETYPES
FM-TBA	FORCE MAIN - ABANDONED FORCE MAIN - TO BE ABANDONED FORCE MAIN - PRIVATE	WATER LINETYPES

G	- G	GAS
G-ABD -		GAS - ABANDONED
G-TBA		GAS - TO BE ABANDONED
G-PVT -		
G-UNK		
G-08	- G-U8	GAS - (SIZE)

MISC. / UNKNOWN LINETYPES

MISC. - UNKNOWN

SANITARY SEWER (WASTEWATER) LINETYPES

ww	ww	WASTEWATER
WW-ABD -		WASTEWATER - ABANDONED
WW-TBA		WASTEWATER - TO BE ABANDONED
WW-PVT -		WASTEWATER - PRIVATE
WW-UNK -		WASTEWATER - UNKNOWN
WW-08		WASTEWATER - (SIZE)
WW-08-CONC		WASTEWATER - (SIZE) - (MATERIAL)

STORM SEWER LINETYPES

STM	- STM	STORM SEWER
		STORM SEWER - ABANDONED
STM-TBA		STORM SEWER - TO BE ABANDONED
STM-PVT		STORM SEWER - PRIVATE
STM-UNK		STORM SEWER - UNKNOWN
STM-08		STORM SEWER - (SIZE - UP TO 12")
STM-36		STORM SEWER - (SIZE - 12" AND UP)

IC CONDUIT LINETYPES

 тс —	 тс —	

FIC CONTROL LINETYPES



LINETYPES

w	 – w——
W08	 - W-08

SYMBOLS E

8

X

ELECTRIC - V
ELECTRIC - F
ELECTRIC - S
ELECTRIC - A

BORE	PIT

OMMUNICATION LINETYPES

— T —	— T —	TELECOM
T-ABD		TELECOM - ABANDONED
Т-ТВА		TELECOM - TO BE ABANDONED
T-PVT		TELECOM - PRIVATE
T-UNK		TELECOM - UNKNOWN
_ OT	OT	TELECOM - OVERHEAD
— UT ———	UT	TELECOM - UNDERGROUND - TRENCH
	UT	TELECOM - UNDERGROUND - BORE
— FO ———	— FO ———	TELECOM - FIBER OPTIC
AT&T	— AT&T ——	TELECOM - (OWNER)

TRAFFIC CONDUIT

TRAFFIC CONTROL - BARRICADES

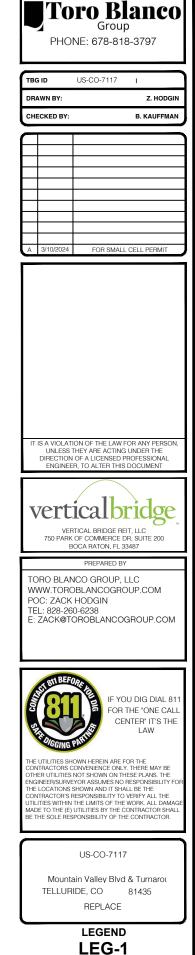
WATER WATER - ABANDONED WATER - TO BE ABANDONED WATER - PRIVATE WATER - UNKNOWN WATER - (SIZE) - WATER - (SIZE) - (MATERIAL)

VAULT / MANHOLE

PULLBOX

SMALL CELL LOWER SHROUD

- AERIAL POLE



UTILITY JOB #: UTILITY-JOB-NUMBER

UTILITY JOB #: UTILITY-JOB-NUMBER NOTE: SMPA FOR INSTALLATIONS BY BORE, CONTRACTOR SHALL HAVE ALL BORING EQUIPMENT, BORE PITS AND NEW CONDUIT INSTALLATION TO BE A MINIMUM OF 60-INCH HORIZONTAL DISTANCE FROM EXISTING SMPA MANHOLES PULL BOXES, AND EXISTING DUCT BANK INFRASTRUCTURE DURING THE COURSE OF BORING OPERATIONS SHOWN ON PLANS. !!! WARNING - UTILITIES CROSSINGS !!! CONTRACTOR TO FIELD VERIFY ALL UTILITIES CROSSINGS TO AVOID CONFLICT (TYP) III WARNING III OVERHEAD ELECTRIC LINES IN PROJECT AREA. !!! WARNING !!! GAS LINES IN PROJECT AREA !!! WARNING !!! UNDERGROUND ELECTRIC LINES IN PROJECT AREA. PHOTO: EX.LAMP POST SCALE: N.T.S. MAP: AERIAL SITE LOCATION 2 SCALE: N.T.S.

PROPRIETARY

ENERAL NOTES

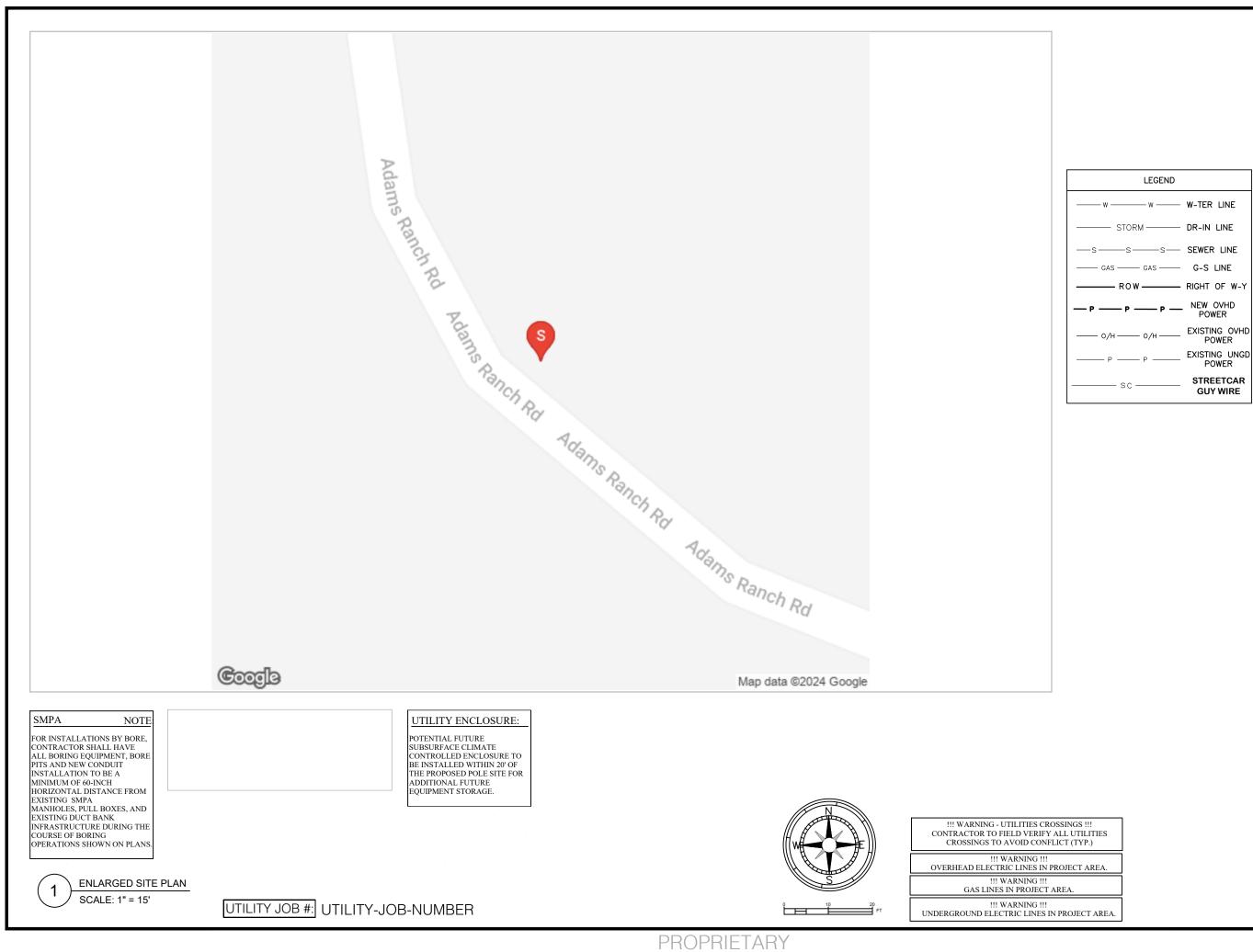
1.EXISTING UTILITY LOCATIONS SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. SOME UTILITY LINES MAY NOT BE SHOWN. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL FIELD LOCATION AND PROTECTION OF ALL EXISTING UTILITIES WHETHER SHOWN OR NOT. CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING UTILITIES WHETHER SHOWN OR NOT, DAMAGES BY CONTRACTOR'S ACTIVITIES. DIFFERENCE IN UTILITIES SHALL NOT BE A BASIS FOR ADDITIONAL COMPENSATION. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION. 2.CONTRACTOR SHALL DETERMINE LOCATIONS AND DIMENSIONS OF STAGING AREAS AND BORE PITS PRIOR TO CONSTRUCTION. INFORMATION SHOWN ON PLANS IS FOR REFERENCE ONLY. ALANS IS FOR REFERENCE ONLT. 3.FOR INSTALLATIONS BY BORE, CONTRACTOR SHALL HAVE ALL BORING EQUIPMENT, BORE PITS AND NEW CONDUIT INSTALLATION TO BE A MINIMUM OF 60-INCH HORIZONTAL DISTANCE FROM EXISTIN SMPA MANHOLES, PULL BOXES AND EXISTIN DUCT BANK INFRASTRUCTURE DURING THE COURSE OF BORING OR EXCAVATING OPERATIONS SHOWN ON 4.CONTRACTOR TO POT-HOLE ALL CROSSINGS PRIOR TO BORING OR EXCAVATING BORE PITS AND LOCATE CITY OF MOUNTAIN WWAVER INFRASTRUCTURE WITHIN 100' PRIOR TO BORING OR FXCAVATING 5.CONTRACTOR TO POT-HOLE ALL CROSSINGS PRIOR TO BORING OR EXCAVATING BORE PITS AND LOCATE ANY GAS INFRASTRUCTURE WITHIN 100' PRIOR TO BORING OR EXCAVATING. 5. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION. IF THERE ARE TREES WITHIN THE PROJECT LIMITS REFER TO/REQUEST FROM TORO BLANCO GROUP, LLC TREE PROTECTION AND ENVIRONMENTAL PROCEDURES EXCLUDED PARK CITY REQUIREMENTS REGARDING EXCAVATION SPOILS IN THE R.O.W. (REQUEST FROM TORO BLANCO GROUP, LLC IF 9 CONTRACTOR MUST MAINTAIN A MINIMUM 2 FT 9.CONTRACTOR MUST MAINTAIN A MINIMUM 2 FT VERTICAL AND 3 FT HORIZONTAL CLEARANCE FROM OD TO OD ON ALL PARK CITY WATER INFRASTRUCTURE AND ANY GAS INFRASTRUCTURE. CONTRACTOR TO POT-HOLE ALL CROSSINGS PRIOR TO BORING, EXCAVATING, OR DIGGING BORE PITS. ANY DAMAGE TO CURBS & BURE FILS. ANY DAMAGE TO CURBS & GUTTERS SHALL BE RESTORED AS PERCITY OF MOUNTAIN VILLA DEPARTMENT OF PUBLIC WORKS STANDARD. ANY DAMAGEDSIDEWALKS SHALL BE RESTORED AS PER CITY OF MOUNTAIN VILLA DEPARTMENT OF PUBLIC WORKS STANDARD. ALL RESTORATION SHALL BE EQUIVILANT OREXCEED LOCATION STATUS PRIOR TO CONSTRUCTION CAUTION! CONTRACTOR SHALL NOT DAMAGE EXISTING CURB INLET STRUCTURE. 14. CONTRACTOR SHALL PROVIDE APPROPRIATE SUPPORT BRACING WHEN EXCAVATING WITHIN 2F1 OF POLES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO FENCES, LANDSCAPING, AND SPRINKLER SYSTEMS ON PRIVATE PROPERTIES, INCLUDING ANY ON CITY OF MOUNTAIN VILLA PROPERTY NOT DEEMED PART OF THE R.O.W. CONTRACTOR SHALL REPAIR TO EXISTING CONDITION OR BETTER. 16. CONTRACTOR SHALL COMPLY WITH CURREN OSHA REGULATIN PER STATE OF CO AND MOUNTAIN VORDINANCES AND APPROPRIATE SECTIONS OF SPECIFICATIONS CONCERNING EXCAVATION, TRENCHING, SHORING, AND BORING. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNERS FOR ANY CONSTRUCTION RELATED ACTIVITY THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY 18. APPROPRIATE EASEMENT/APPROVAL MUST SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT OF WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED. 19. FOR TRENCHES GREATER THAN 4FT IN DEPTH, CONTRACTOR SHALL PROVIDE TRENCH SAFETY PLANS BY ENGINEER PRIOR TO REGINNING CONSTRUCTION FOR APPROVAL CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS AND CITY OF MOUNTAIN V STANDARDS FOR TRENCHING, BACKFILLING. EXCAVATION. AND SHORING REQUIREMENTS. 20. THE EXISTING GROUND SURFACE IS BASED ON CITY OF MOUNTAIN GIS DATA PROVIDED PRIOR TO THIS PLAN'S DATE. PRIOR TO THIS PLAN'S DATE. 21. CONTACT CITY OF MOUNTAIN V TRANSPORTATION DEPARTMENT PRIOR TO CONNECTING TO ANY TRAFFIC SIGNAL EQUIPMENT, DEPARTMENT OF PUBLIC WORKS PRIOR TO CONNECTING TO ANY LIGHT POLE EQUIPMENT, REAL TIME CRIME CENTER PRIOR TO DISCONNECTING OR CONNECTING TO ANY EXISTING CAMERA EQUIPMENT, AND SMPA PRIOR TO CONNECTING TO AN PRIOR TO CONNECTING TO AN AND SMPA ELECTRICAL EQUIPMENT.

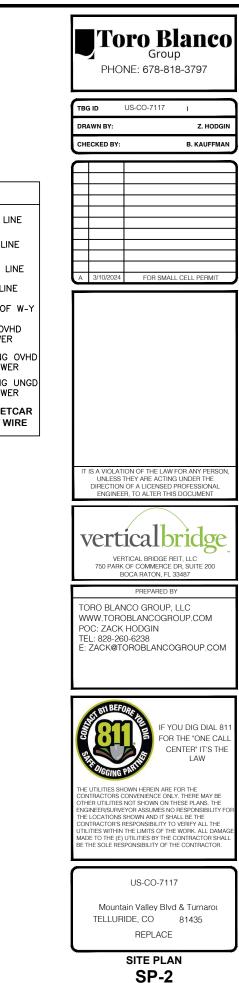


Toro Blanco

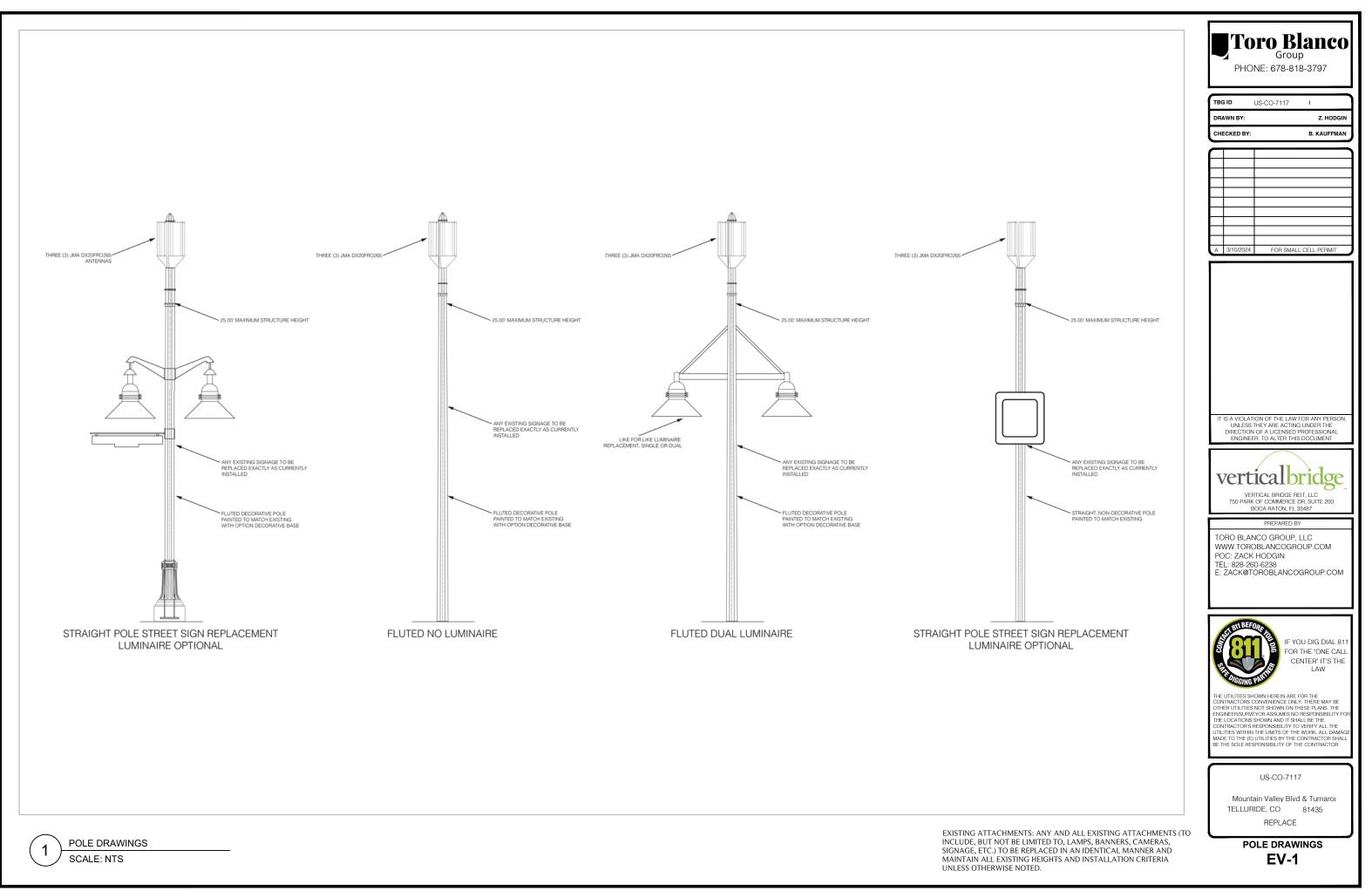
Group

PHONE: 678-818-3797

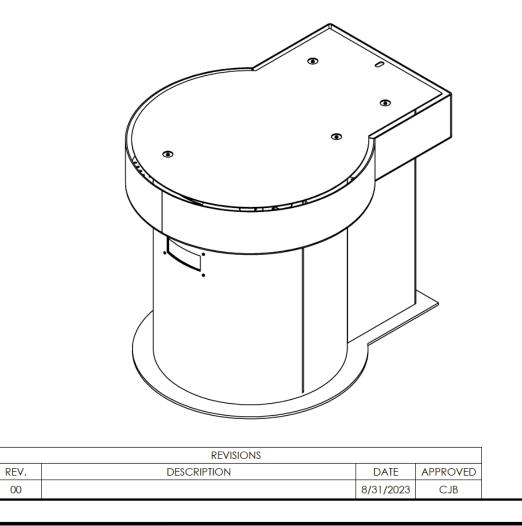


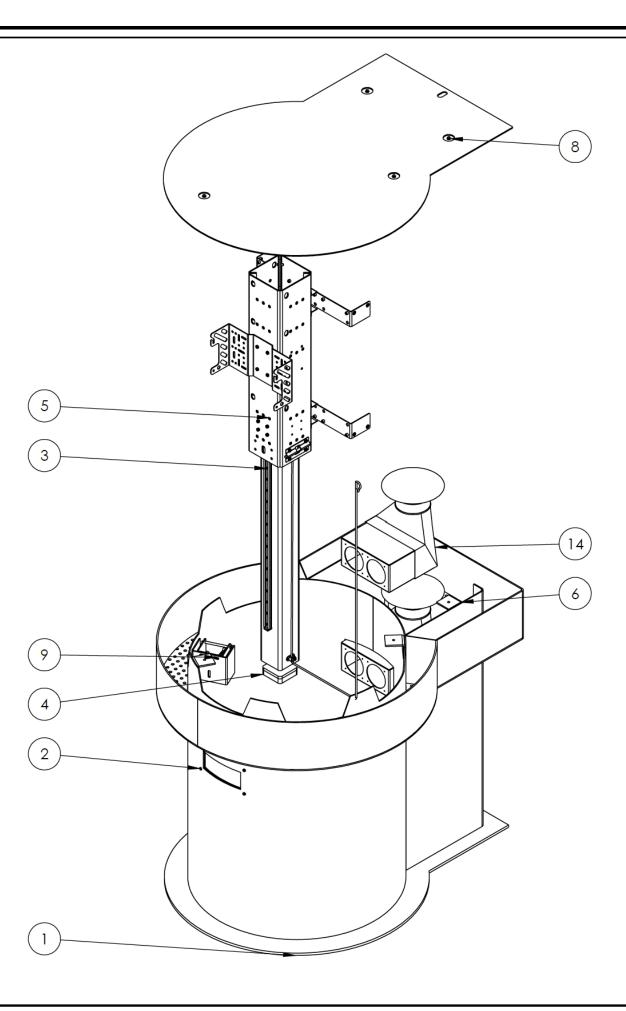


GS !!! /TILITIES TYP.)
CT AREA.
JECT AREA.



ITEM NO.	Title	Part Number	Configuration	Material	Thickness/Gauge	QTY.
1	VAULT TUBE BASE PLATE_REV02_CAD REV03	OE00000-P00-00	4 FT	Plain Carbon Steel	0.5	1
2	VAULT TUBE ASSEMBLY	OE00000-A00-00	Default	N/A	N/A	1
3	RISING PLATFORM ASSEMBLY_CAD REV03	OE00000-A00-00	Default	N/A	N/A	1
4	SQUARE TUBE ANCHOR BLOCK_CAD REV03	OE00000-A00-00	Default	N/A	N/A	1
5	RISING PLATFORM ASSEMBLY_update_CAD REV03	OE00000-A00-00	Default	N/A	N/A	1
6	FRENCH DRAIN BOX ASSEMBLY	OE00000-A00-00	Default	N/A	N/A	1
7	3071T7_Mounted Pulley for Rope-for Horizontal Pull_CAD REV03	307117	307117	Steel		1
8	VAULT LID ASSEMBLY	OE00000-A00-00	Default	N/A	N/A	1
9	WINCH ASSEMBLY	OE00000-A00-00	Default	N/A	N/A	1
10	8694T41_Low-Pressure Aluminum Threaded Adapter	8694T41	8694T41	6061 Aluminum		1
11	91255A639_Button Head Hex Drive Screw	91255A639	91255A639	Alloy Steel		1
12	MOCK LID SENSOR	OE00000-P00-00	Default	Material <not specified></not 	N/A	1
13	WATER PUMP 3X5_REV02_REV03	OE00000-P00-00	Default	Material <not specified></not 	N/A	2
14	INTAKE DUCTING ASSEMBLY	OE000000-A00-00	Default	N/A		2
15	Top Perimeter and Perforation Assembly	OE000000-A00-00	Default	N/A	N/A	1





PROPRIETARY



А	3/10/2024	FOR SMALL CELL PERMIT

IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

vertical bridge Beit LLC

VERTICAL BRIDGE REIT, LLC 750 PARK OF COMMERCE DR, SUITE 200 BOCA RATON, FL 33487

PREPARED BY

TORO BLANCO GROUP, LLC WWW.TOROBLANCOGROUP.COM POC: ZACK HODGIN TEL: 828-260-6238 E: ZACK@TOROBLANCOGROUP.COM



IF YOU DIG DIAL 811 FOR THE "ONE CALL CENTER" IT'S THE LAW

THE UTILITIES SHOWN HEREIN ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEERSYNEVOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL THE UTILITIES WITHIN THE LIMITS OF THE WORK ALL DAMAGE MADE TO THE (E) UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

US-CO-7117

Mountain Valley Blvd & Turnarou TELLURIDE, CO 81435

REPLACE





DX20FRO265-01

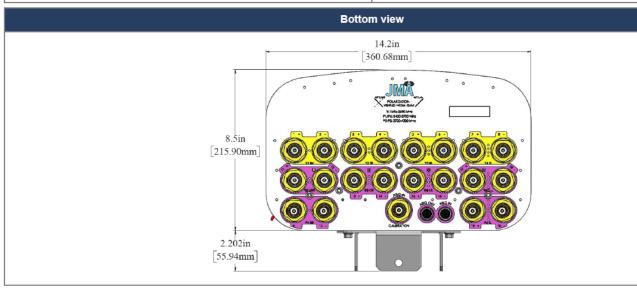
NWAV[™] 2F Panel Antenna

Mechanical specifications	
Dimensions height/width/depth, inches (mm)	30/ 14.2/ 8.5 (762/ 360.7/ 215.9)
No. of RF input ports, connector type, and location	20 x 4.3-10 female, bottom & 1 cal x 4.3-10 female, bottom
RF connector torque	96 lbf·in (10.85 N·m or 8 lbf·ft)
Net antenna weight, Ib (kg)	33 (15.0)
Weight with supplied pipe mount bracket, lb (kg)	38.1 (17.3)
Shipping weight, lb (kg)	43 (19.5)
Rated wind survival speed, mph (km/h)	150 (241)
Frontal wind loading @ 150 km/h, lbf (N)	22.3 (99.4)



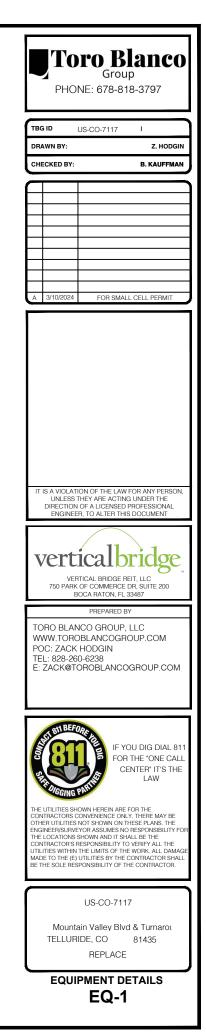
Back view

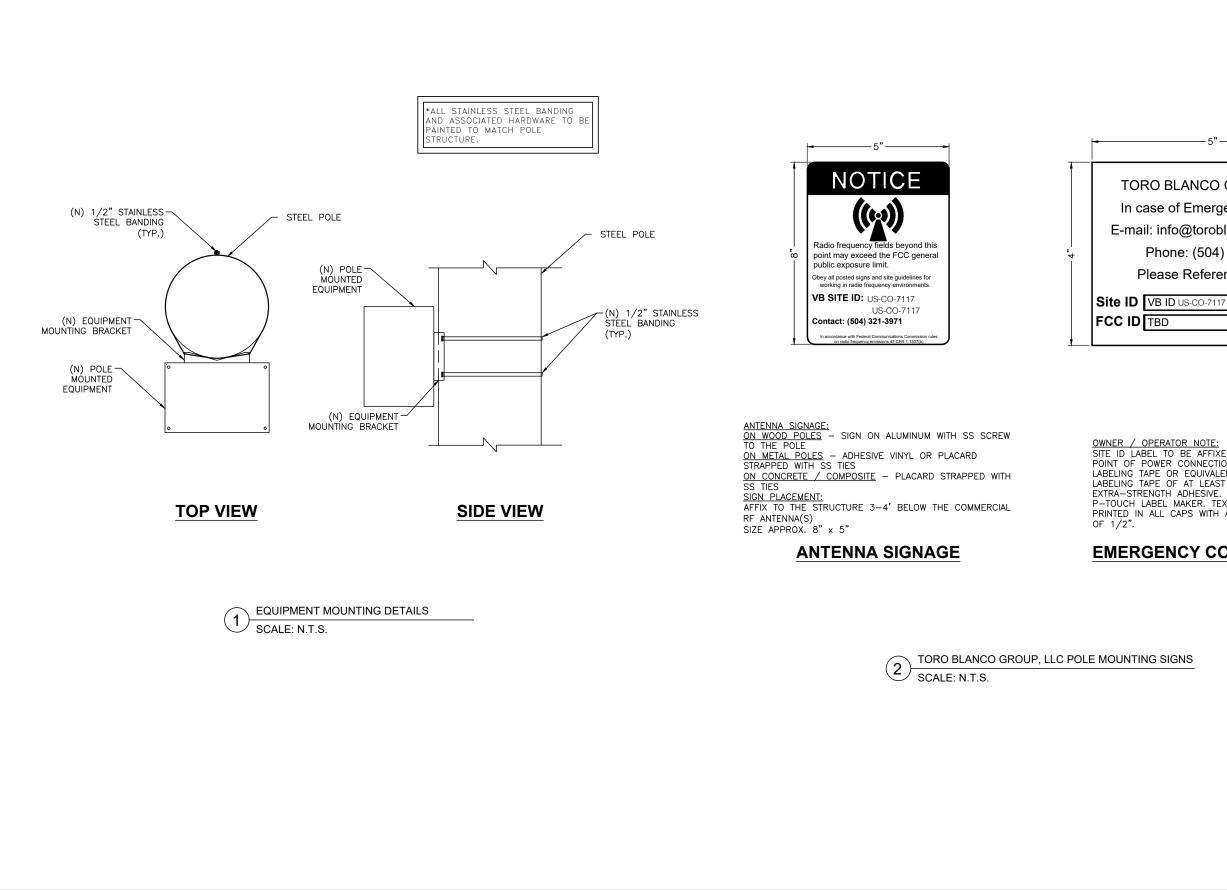




Ordering information		
Antenna model	Description	
DX20FRO265-01	2F panel antenna, 20 ports, (8) 1695-2690 zero degrees EDT, (4) 3400-3700 zero degrees EDT, (8) 3700-4200 with 2-12° RET, 4.3-10 & SBT	
Mounting kit (included)	91900318 BRACKET KIT, range of mechanical up/down tilt -2° to 12°	

PROPRIETARY







Toro Blanco Group PHONE: 678-818-3797

Т

Z. HODGII

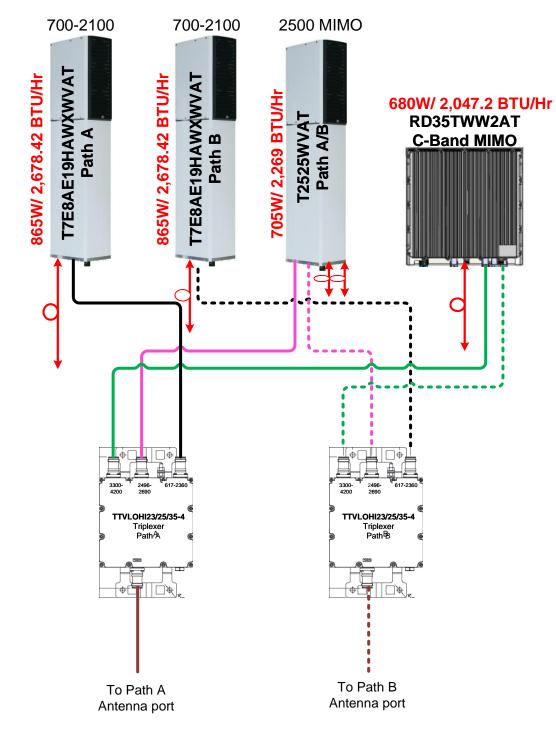
LAW

US-CO-7117

TBG ID

RAWN BY

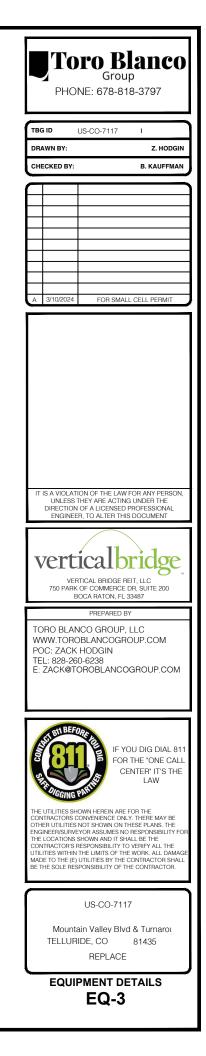
oDAS Remote Group



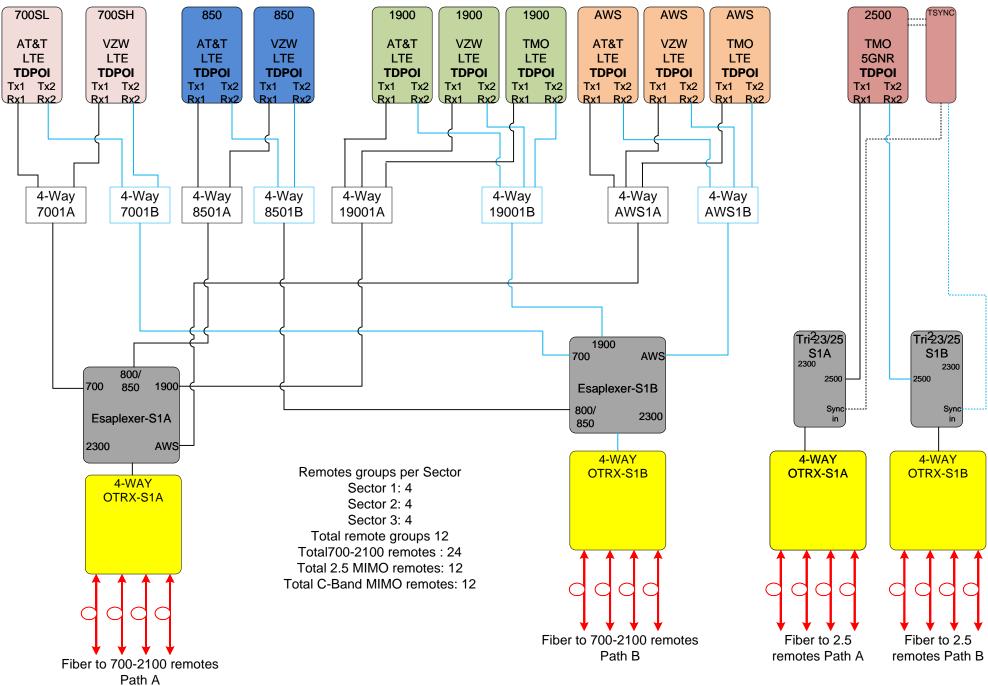
Total Wattage: 3,115W Total BTU/Hr: 9,673.04 BTU/Hr

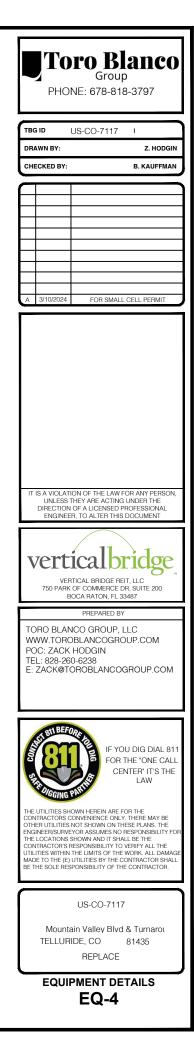
Remote sizes: Qty 3: 41.73"H X 7.28"W X 10.75"D Qty 1: 15.4"H X 15.9"W X 7.8"D

Drawing not to Scale

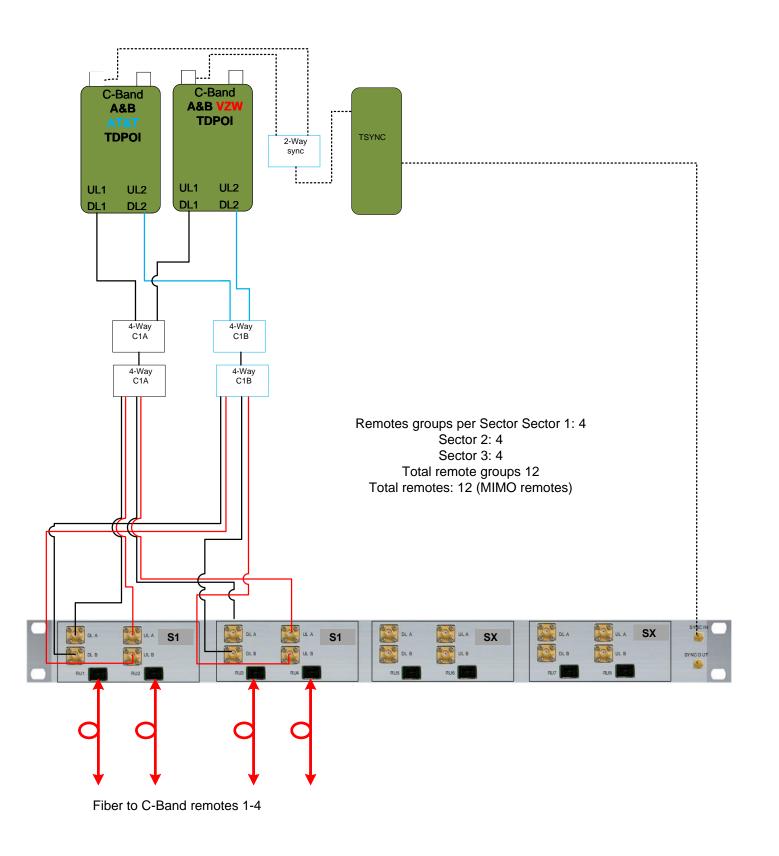


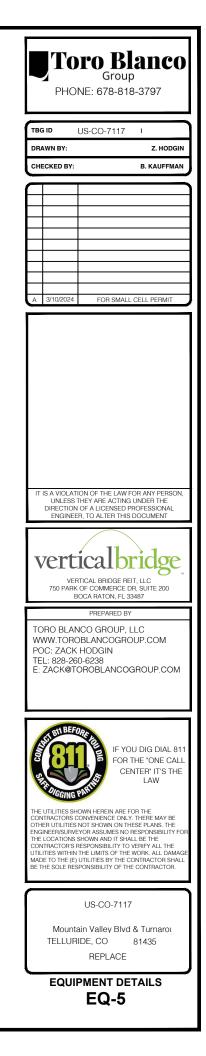
oDAS Block Diagram (Secto r 1 Shown)





40W C-Band Block Diagram (Sector 1 Shown)





GENERAL FOUNDATION & EMBEDMENT NOTES

REINFORCED CONCRETE NOTES

- 1. DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE CONTRACT.
- 2. BASES SHALL BE EXCAVATED BY USE OF A CIRCULAR AUGER.
- 3. TOP SURFACES OF CONCRETE BASES SHALL BE TROWEL FINISHED SMOOTH AND LEVEL AND LEVEL WITH
- GRADE. 4. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN & CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
- ALL SITECAST CONCRETIE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI WITHIN 28 DAYS. CONTINUOUS INSPECTION AND TESTING IS NOT REQUIRED, THE CONTRACTOR MAY SUBSTITUTIE 5000 PSI FOR HIGH EARLY STRENGTH.

SLUMP - 4" MIN. / 6" MAX.

AIR ENTRAINMENT - 2% TO 3% BY VOLUME

CL.ASSES OF CONCRETE

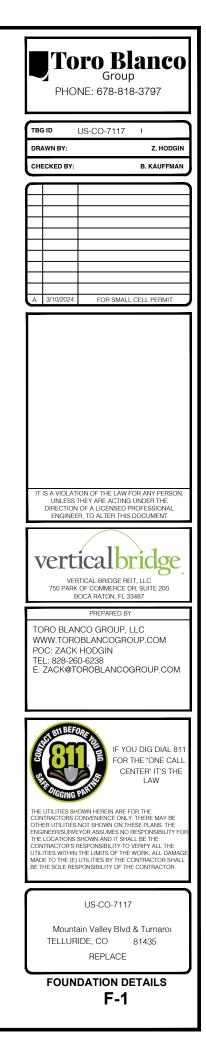
CLASS S	28 DAY IRENGTH (PSI)	MAX. WATIER/CEMENT RATIO
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TYPE 1 4000 0.55

- 6. CONDUIT SIZES AND LOCATIONS SHALL BE AS SHOWN ON THE PLANS. MINIMUM BENDING RADIUS OF CONDUIT IS EQUAL TO 6 X THE DIAMETIER. CONDUIT HEIGHT ABOVE CONCRETIE BASES SHALL BE 1 INCH. ALL METALLIC CONDUIT ENDS SHALL BE REAMED AND THREADED.
- 7. THE MINIMUM DEPTH OF CONDUIT EXITING THE CONCRETIE BASE AND INSTALLED BELOW THE TRAVELED WAY SHALL BE 24 INCHES UNLESS PRIOR APPROVAL FROM THE ENGINEER IS GRANTED. THE MINIMUM DEPTH OF CONDUIT EXITING THE CONCRETE BASE THAT IS NOT INSTALLED BELOW THE TRAVELED WAY SHALL BE 18-INCHES UNLESS PRIOR APPROVAL FROM THE ENGINEER IS GRANTED. THE MAXIMUM DEPTH OF ALL CONDUIT SHALL BE 36-INCHES, (GREATIER THAN 36 INCHES IF INSTALLED IN BREAKER RUN), EXCEPT WITH WRITTEN APPROVAL BY THE ENGINEER.
- 8. ALL CONDUIT ENDS AT THE TOP OF CONCRETE BASES SHALL BE CAPPED IF METALLIC OR PLUGGED IF NONMETAWC IMMEDIATIELY AFTER PLACEMENT AND BEFORE CONCRETE IS POURED. CONDUITS IN WHICH WIRE OR CABLE IS NOT INSTALLED SHALL REMAIN CAPPED OR PLUGGED.
- 9. BELL ENDS SHALL BE INSTALLED ON ALL PVC CONDUIT EXPOSED AT THE TOP OF CONCRETIE BASES BEFORE INSTALLATION OF CABLE OR WIRE. ENDS OF CONDUIT INSTALLED BELOW GRADE FOR FUTURE USE SHALL BE CAPPED IF METTALIC OR PLUGGED IF NONMETALLIC. WHEN REQUIRED TO CONNECT NONMETAWC CONDUIT TO METALLIC CONDUIT, ONLY ADAPTIER FITTINGS, U.L LISTIED FOR ELECTRICAL USE, SHALL BE USED.
- 10. REINFORCING STEEL SHALL CONFORM TO ASTM A515, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL FABRIC UNLESS NOTED OTHERWISE, SPLICES FOR REBAR SHALL BE CLASS 'B' AND ALL HOOKS SHALL BE STANDARD, UNO. STAGGER SPLICES UNO. LAPS FOR WELDED WIRE FABRIC SHALL BE AT LEAST TWO FULL MESHES , UNO.
- 11. THE FOLLOWING MINIMUM CONCRETIE COVER SHALL BE PROVIDED FOR REINFORCING STIEEL UNLESS OTHERWISE NOTIED ON DRAWINGS:

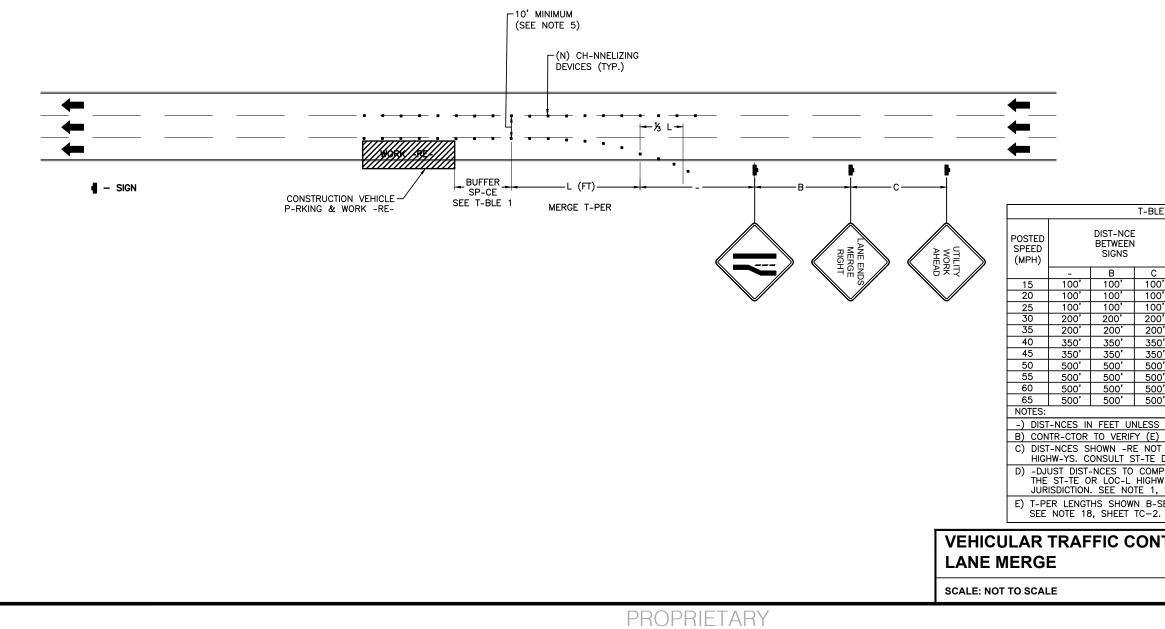
12.MAXIMUM COARSE AGGREGATE SIZE SHALL BE 3/4"

- 13.IF A BASE REQUIRES A DEEP FORM BECAUSE OF LOOSE DIRT OR FILL, THE FORM SHALL BE REMOVED BEFORE BACKFILLING AROUND THE BASE. BACKFILL SHALL BE TAMPED TIGHT AGAINST THE BARE CONCRETIE BASE IN LAYERS OF 1 FOOT OR LESS.
- 14.INSTALLATION OF CONCRETE ANCHORS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S WRITTIEN SPECIFICATIONS, THE ANCHOR BOLTS, DOWEL, OR RODS SHALL CONFORM TO THE ANCHOR MANUFACTURER'S SPECIFICATIONS FOR MATERIAL STRENGTH, EMBEDMENT DEPTH, SPACING AND EDGE DISTANCE OR AS DETAILED ON THE DRAWINGS, NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETIE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD, HILTI OR APPROVED EQUAL. IF THE MANUFACTURERS SPECIFICATIONS AND DETAILS ARE FOUND TO CONFLICT WITH THAT SHOWN HEREIN, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- 15.WHEN ANCHOR RODS USING THE ALTERNATE "L" BEND ARE FURNISHED, THE 4" "L" BEND SHALL BE IN ADDITION TO THE SPECIFIED ANCHOR ROD BAR LENGTH. THE "L" BEND END SHALL NOT BE THREADED.
- 16.WELDING OF THE ANCHOR RODS TO THE CAGE IS UNACCEPTABLE, THE WIRES SHALL BE USED.
- 17.ANCHOR RODS SHALL BE INSTALLED WITH MISALIGNMENTS OF LESS THAN 1:40 FROM VERTICAL.
- 18.MECHANICAL VIBRATION IS REQUIRED ON ALL SLABS TO REDUCE THE HONEYCOMB EFFECT UNLESS OTHERWISE DIRECTED BY THE CONSTRUCTION MANAGER.
- 19.THE CONTRACTOR SHALL VERIFY ALL ELECTRICAL CONDUIT SIZES AND PENETRATION LOCATION PRIOR TO POURING THE SLAB, REFER TO SHELTER MANUFACTURER'S SPECIFICATIONS FOR ADDITIONAL INFORMATION



PL-N NOTES:

- 1. PL-NS DEPICTED -RE GENER-L GUIDELINES FOR TEMPOR-RY VEHICUL-R TR-FFIC CONTROL PL-NS (TCP) TO INCLUDE PEDESTRI-N -ND WORKER S-FETY. CONTR-CTOR IS REQUIRED TO H- E PREP-RED - SITE-SPÉCIFIC TCP FOR REVIEW -ND -PPROV-L BY THE HIGHW-Y -UTHORITY H- ING JURISDICTION. IF REQUIRED, THE FIRM PREP-RING THE TCP SH-LL BE -UTHORIZED OR CERTIFIED BY THE -UTHORITY H- ING JURISDICTION.
- 2. EXTEND CH-NNELIZ-TION DEVICES INTO SHOULDER WHERE -PPLIC-BLE.
- 3. DIST-NCES -S INDIC-TED IN T-BLE 1 SHOULD BE INCRE-SED FOR CONDITIONS TH-T WOULD -FFECT STOPPING. DIST-NCE SUCH -S DOWNGR-DES OR LIMITED SIGHT DIST-NCES. DIST-NCES C-N BE DECRE-SED FOR LOW-SPEED (RESIDENTI-L) -RE-S WITH -PPROV-L BY THE -UTHORITY H- ING JURISDICTION. NIGHT-TIME WORK IS PROHIBITED UNLESS IT IS REQUIRED -S - CONDITION OF -PPROV-L BY THE HIGHW-Y -ND LOC-L -UTHORITY H- ING JURISDICTION.
- 4. SHOULDER T-PERS SHOULD BE 1/3 OF THE ON-STREET T-PER LENGTH.
- 5. M-INT-IN MINIMUM L-NE WIDTH OF 10'.



_	
	Toro Blanco Group PHONE: 678-818-3797
	TBG ID US-CO-7117 I
	DRAWN BY: Z. HODGIN
	CHECKED BY: B. KAUFFMAN
	A 3/10/2024 FOR SMALL CELL PERMIT
	IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT
	Vertical Bridge Reit, LLC VERTICAL BRIDGE REIT, LLC 750 PARK OF COMMERCE OR, SUITE 200
	BOCA RATON, FL 33487
	PREPARED BY TORO BLANCO GROUP, LLC WWW.TOROBLANCOGROUP.COM POC: ZACK HODGIN TEL: 828-260-6238 E: ZACK@TOROBLANCOGROUP.COM
	IF YOU DIG DIAL 811 FOR THE 'ONE CALL CENTER' IT'S THE LAW
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	US-CO-7117
	Mountain Valley Blvd & Turnaroı TELLURIDE, CO 81435 REPLACE
	VEHICULAR TCP TCP-1

T-BLE 1			
DIST-NCE BETWEEN SIGNS		T-PER	BUFFER
В	С	L (SEE NOTE)	
100'	100'	45'	100'
100'	100'	80'	115'
100'	100'	125'	155'
200'	200'	180'	200'
200'	200'	245'	250'
350'	350'	320'	305'
350'	350'	540'	360'
500'	500'	600'	425'
500'	500'	660'	495'
500'	500'	720'	570'
500'	500'	780'	645'

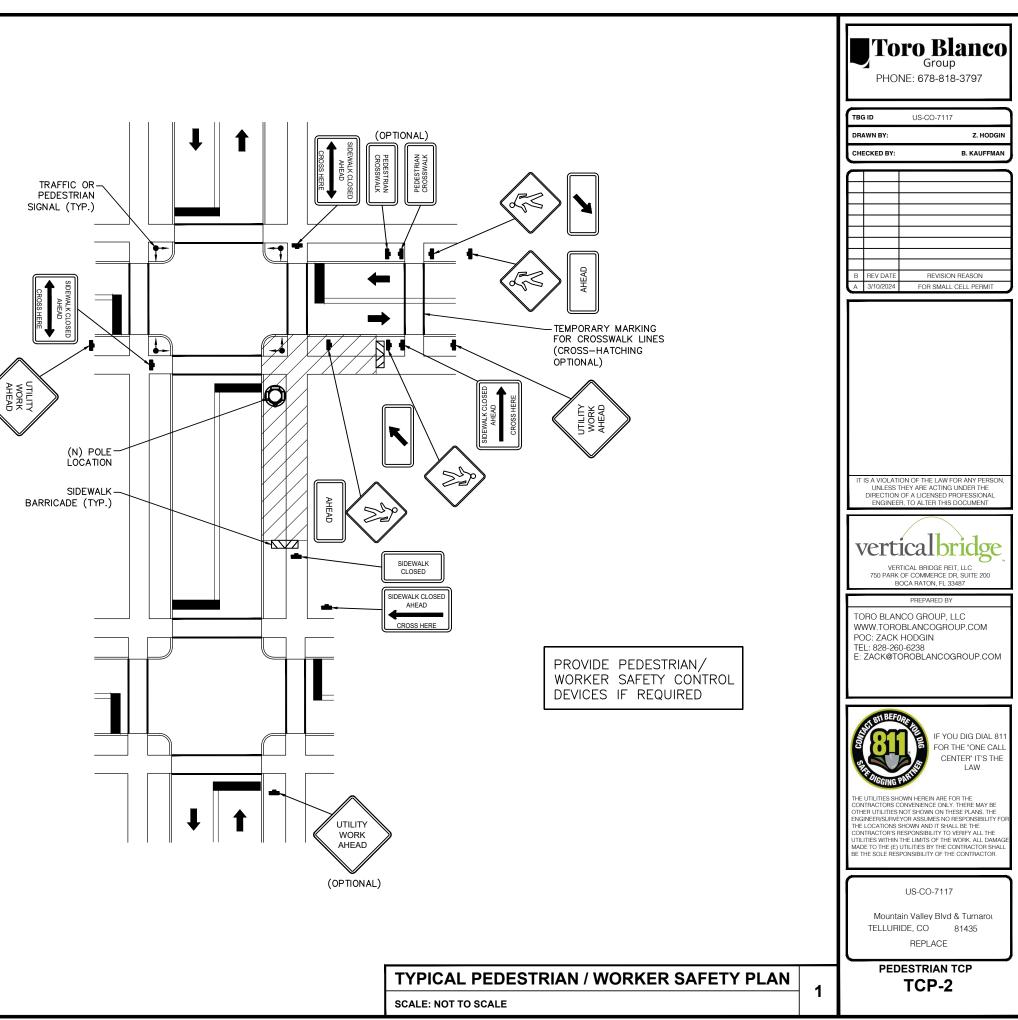
-) DIST-NCES IN FEET UNLESS OTHERWISE NOTED. B) CONTR-CTOR TO VERIFY (E) SPEED LIMIT. C) DIST-NCES SHOWN -RE NOT V-LID FOR LIMITED -CCESS HIGHW-YS. CONSULT ST-TE DOT M-NU-L FOR DIST-NCES. D) -DJUST DIST-NCES TO COMPLY WITH REQUIREMENT OF THE ST-TE OR LOC-L HIGHW-Y -UTHORITY H- ING JURISDICTION. SEE NOTE 1, SHEET TC-2. E) T-PER LENGTHS SHOWN B-SED ON 12' L-NE WIDTH.

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VEHICULAR TRAFFIC CONTROL PLAN -

TRAFFIC CONTROL GENERAL NOTES

- ALL TEMPORARY TRAFFIC CONTROL SIGNAGE, LAYOUTS 1. AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
- PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND 2. DEVICES SHALL BE IN PLACE.
- TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND .3 SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
- SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE 4. MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) – PART VI "TEMPORARY TRAFFIC CONTROL", AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
- ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE 5. EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
- TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR 6. TOTAL LENGTH.
- CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE 7. (E) TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
- ALL (E) ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE (N) TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MATCH 8. PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK
- CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY 9. JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
- ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY 10. SHALL BE BACKFILLED AND PLACED ON A MINIMUM 6H:1V SLOPE PRIOR TO END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
- 11. WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER CROSSING LOCATIONS IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
- CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS 12. SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
- THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE. 13.
- DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER 14. THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
- 15. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
- THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, 16. DRUMS, AND BARRICADES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
- WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR 17. TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
- 18. TAPER LENGTHS ARE CALCULATED AS FOLLOWS: L= $WS^2/60$ (40 MPH AND HIGHER) OR L2= WS (OVER 40 MPH), WHERE W= OFFSET WIDTH (FT), S= TRAFFIC SPEED (MPH).



STANDARD SITE PLANS NOTES:

ORDINANCE REOUIREMENTS

- ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEAS SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE A SITE PLAN AMENDMENT AND APPROVAL FROM THE WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT
- ALL SIGNS MUST COMPLY WITH THE REOUIREMENTS OF THE LAND DEVELOPMENT CODE
- THE OWNER IS RESPONSIBLE FOR ALL COSTS OF RELOCATION OF, OR DAMAGE TO UTILITIES
- RECLAIMED WATER SERVICE WILL BE PROVIDED BY THE CITY OF MOUNTAIN VIL
- FOR CONSTRUCTION WITHIN THE RIGHT-OF-WAY, A ROW EXCAVATION PERMIT IS REOUIRED

COMPATIBILITY

- HIGHLY REFLECTIVE MATERIALS WILL NOT BE USED. MATERIALS MAY NOT EXCEED 20% REFLECTIVITY. THIS REQUIREMENT SHALL NOT APPLY TO SOLAR PANELS OR TO COPPER OR PAINTED METAL ROOFS.
- THE NOISE LEVEL OF MECHANICAL EQUIPMENT WILL NOT EXCEED 70 D.B.A. AT THE PROPERTY LINE ADJACENT TO RESIDENTIAL USES.

FIRE DEPARTMENT

- THE CITY OF MOUNTAIN FIRE DEPARTMENT REOUIRES ASPHALT OR CONCRETE PAVEMENT PRIOR TO CONSTRUCTION AS AN "ALL-WEATHER DRIVING SURFACE." ALL PERVIOUS/DECORATIVE PAVING SHALL BE ENGINEERED AND INSTALLED/RE-INSTALLED FOR 80 000 LB LIVE-VEHICLE LOADS ANY PERVIOUS/DECORATIVE PAVING WITHIN 100 FET OF ANY BUILDING MUST BE APPROVED BY THE FIRE DEPARTMENT.
- 10. VERTICAL CLEARANCE REOUIRED FOR FIRE APPARATUS IS 13 FEET, 6 INCHES FOR FULL WIDTH OF ACCESS DRIVE.

CONSTRUCTION NOTES

- ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH 11. THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF MOUNTAIN MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER
- CONTRACTOR SHALL CALL THE ONE CALL CENTER FOR UTILITY LOCATIONS 12. PRIOR TO ANY WORK IN CITY EASEMENTS OR STREET R.O.W
- 13. ALL SITE WORK MUST ALSO COMPLY WITH ENVIRONMENTAL REQUIREMENTS.

AMERICANS WITH DISABILITIES ACT

THE CITY OF MOUNTAIN HAS REVIEWED THIS PLAN FOR COMPLIANCE WITH CITY DEVELOPMENT REGULATIONS ONLY. THE APPLICANT, PROPERTY OWNER, AND OCCUPANT OF THE PREMISES ARE RESPONSIBLE FOR DETERMINING WHETHER THE PLAN COMPLIES WITH ALL OTHER LAWS, REGULATIONS, AND RESTRICTIONS WHICH MAY BE APPLICABLE TO THE PROPERTY AND ITS USE.

GENERAL CONSTRUCTION NOTES:

- CONTRACTOR MUST OBTAIN UTILITY EXCAVATION PERMITS. FOR EACH RIGHT-OF-WAY EXCAVATION, FROM THE CITY OF MOUNTAIN DEPARTMENT PUBLIC WORKS PRIOR TO COMMENCEMENT OF WORK, CONTRACTOR SHALL PROVIDE A ONE CALL CENTER CONFIRMATION NUMBER
- PRIOR TO ANY DIRECTIONAL DRILLING OR BORING, CONTRACTOR MUST CONTACT THE CITY OF MOUNTAINDEPARTMENT OF PUBLIC WORKS.
- CITY OF MOUNTAINUTH ITIES REQUIRE A MINIMUM 2' (FOOT) VERTICAL AND 3' (FOOT) HORIZONTAL SEPARATION DISTANCE, MEASURED FROM OUTER DIAMETER TO OUTER DIAMETER. ANY VARIANCE FROM CITY UTILITIES MUST BE OBTAINED IN WRITING AND SUBMITTED TO THE CITY OF MOUNTAIN DEPARTMENT OF PUBLIC WORKS.
- ALL STREET TRENCH REPAIRS ARE TO BE DONE IN ACCORDANCE WITH CITY OF MOUNTAIN STANDARD DETAILS
- UNLESS OTHERWISE SPECIFIED ON PLANS, ALL TRENCH REPAIR IN UNFINISHED SURFACES TO BE DONE IN ACCORDANCE WITH CITY OF MOUNTAIN STANDARD DETAILS.
- VERIFY THE LOCATION OF UNDERGROUND UTILITIES AT LEAST 100' (FEET) IN ADVANCE OF ALL PROPOSED UTILITY CROSSINGS, AND ALSO LOCATIONS WHERE THE PROPOSED FACILITIES ARE DEPICTED TO RUN PARALLEL TO AND WITHIN FIVE FEET OF EXISTING FACILITIES.

- CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE INSTALLATION OF ANY FACILITY WITHIN A DRAINAGE EASEMENT OR STREET R.O.W. THE METHODS OF PLACEMENT AND COMPACTION OF BACKFILL IN THE CITY'S B.O.W. MUST BE APPROVED PRIOR TO START OF THE BACKFILL OPERATION
- FOR SLOPES OR TRENCHES MORE THAN FIVE (5) FEET IN DEPTH: ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE CITY OF MOUNTAIN STANDARD SPECIFICATIONS AND APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). COPIES OF THE OSHA STANDARDS MAY BI PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE, INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA.
- CONTRACTOR MUST OBTAIN ALL LOCATES PRIOR TO CONSTRUCTION. VERIFY THE LOCATION OF UNDERGROUND UTILITIES AT LEAST 100FT IN ADVANCE OF ALL PROPOSED UTILITY CROSSINGS, AND ALSO AT LOCATIONS WHERE THE PROPOSED FACILITIES ARE DEPICTED TO RUN PARALLEL TO AND WITHIN 5FT OF
- ALL LABOR TO BE PERFORMED IN ACCORDANCE WITH THE LATEST OSHA FANDARDS, INCLUDING BUT NOT LIMITED TO TRENCH SAFETY
- TRENCH BACKFILL TO BE ADEQUATELY COMPACTED. CONTRACTOR IS RESPONSIBLE FOR TRENCH BACKFILL STABILITY. ANY AND ALL SETTLEMENT 12. OR FROSION SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE UNTIL FULL STABILITY IS ACHIEVED.
- 13 CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO EXISTING UTILITIES, STREET, SIDEWALK, CURB AND GUTTER AND GRADE
- CONTRACTOR SHALL USE STANDARD DETAIL FOR TRENCH REPAIR IN 14. NEINISHED SURFACES.
- TRENCH & STREET RESTORATION TO BE DONE AS FOLLOWS: ALL STREET 15. RESTORATION TO BE DONE IN ACCORDANCE WITH APPLICABLE STANDARD DETAILS AND/OR AS APPROVED BY THE DIRECTOR
- ANY DAMAGE TO SIDEWALK OR CURB AND GUTTER TO BE REPAIRED WITH STANDARD DETAIL
- 17. ANY DAMAGE TO DRIVEWAY TO BE REPAIRED WITH STANDARD DETAILS.
- WATER, WASTE WATER & STORM UTILITIES REOUIRE A MINIMUM HORIZONTAL 18. SEPARATION OF 3FT, AND MINIMUM VERTICAL SEPARATION BY 2FT, MEASURED FROM EDGE TO EDGE INVOLVED FACILITIES. ALL OTHER UTILITIES REQUIRE 2 FOOT SEPARATION HORIZONTALLY AND VERTICALLY
- ANY DAMAGE TO PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO 19. IRRIGATION LINES SHALL BE REPAIRED IN A TIMELY MANNER AT CONTRACTOR'S EXPENSE
- CONTRACTOR MUST NOT CHANGE THE CONSTRUCTION METHOD WITHOUT OBTAINING PRIOR APPROVAL FROM DESIGN ENGINEER, AND ROW MANAGEMENT
- IN ROW: CONTRACTOR IS NOT ALLOWED TO MOVE THE PROPOSED ALIGNMENT 21 BY A MEASUREMENT OF 2FT OR GREATER. ANY MOVEMENT OF PROPOSED ALIGNMENT BY A MEASUREMENT GREATER THAN 2FT MUST BE APPROVED THROUGH MAYOR'S OFFICE OF UTILITIES.
- CONTRACTOR IS URGED TO CONTACT THE ENGINEER FOR ANY CLARIFICATION 22. THAT MAY BE NECESSARY, ALL CONSTRUCTION AND INSTALLATION TO BE IN ACCORDANCE WITH STANDARDS.
- EXISTING INFRASTRUCTURE LAYOUT WAS OBTAINED FROM RECORDS 23. RESEARCH & GEOPHYSICAL FEATURES IN THE FIELD, & MAY OR MAY NOT BE ACCURATE NOR COMPLETE. CONTRACTOR IS RESPONSIBLE TO VERIFY & LOCATE ALL UTILITIES & OTHER OBSTRUCTIONS PRIOR TO COMMENCING
- CONTRACTOR MUST CONTACT ROW MANAGEMENT TO SCHEDULE A PRE-BORE 24. INSPECTION PRIOR TO ANY BORING IN ROW. ADDITIONALLY, CONTRACTOR MUST CONTACT ROW MANAGEMENT FOR BACKFILL INSPECTION PRIOR TO ANY BORE PIT AND/OR TRENCH BACKFILL THAT COMES WITHIN PRIVATE PROPERTY MUST BE PREAPPROVED BY ASSOCIATED PROPERTY OWNER AND DOCUMENTED IN WRITING
- CONTRACTOR SHALL CONTACT GENERAL PERMIT OFFICE TO SCHEDULE FINAL 25. INSPECTION FOR UNFINISHED SURFACE RESTORATION

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DEVELOPER INFORMATION

OWNER:	TORO BLANCO GROUP, LLC
CONTRACT	TEDDV CODE

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NAME: ZACK HODGIN | PHONE: 828-260-6238 OWNER'S REPRESENTATIVE RESPONSIBLE FOR PLAN ALTERATIONS

NAME CONTRACTOR TBD PERSON OR FIRM RESPONSIBLE FOR FROSION/SEDIMENTATION CONTROL MAINTENANCE

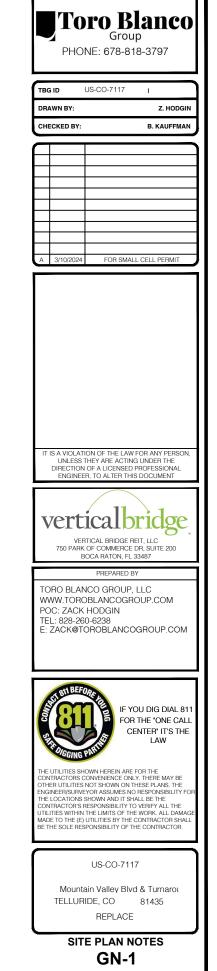
NAME CONTRACTOR TBD PERSON OR FIRM RESPONSIBLE FOR PHONE TREE/NATURAL AREA PROTECTION MAINTENANCE.

RIGHT OF WAY MANAGEMENT STANDARD NOTES

- 1. CONTRACTORS AND THEIR SUBCONTRACTORS MUST BE LICENSED BY THE CITY OF MOUNTAIN FOR CONDUCTING WORK WITHIN THE RIGHT OF WAY. CONTRACTOR MUST OBTAIN RIGHT OF WAY EXCAVATION PERMITS FROM
- RIGHT OF WAY MANAGEMENT DIVISION. FOR EACH STREET PRIOR TO COMMENCEMENT OF WORK. PLEASE CALL FOR ADDITIONAL INFORMATION REGARDING PERMITTING PROCESS AND THE MOST CURRENT RIGHT OF WAY PERMITTING FEE SCHEDULE
- FOR WORK AT SIGNALIZED INTERSECTIONS CONTRACTOR MUST DIAL 311 TO INITIATE A CITIZENS SERVICE REQUEST (CSR) FOR THE TRAFFIC SIGNALS TO CHANGE OF PROJECT LOCATION OF PHASE. CONTRACTOR SHALL HAVE AN APPROVED RIGHT OF WAY PERMIT ON SITE AT
- ALL TIMES WHEN WORKING IN THE ROW. CONTRACTOR MUST DIAL 311 TO INITIATE A CITIZENS SERVICE REQUEST (CSR)
- FOR RIGHT OF WAY MANAGEMENT A MINIMUM OF 1 WEEK PRIOR TO THE START OF WORK. CONTRACTOR MUST PROVIDE TRAINING CERTIFICATION OF A COMPETENT
- PERSON THAT WILL BE RESPONSIBLE FOR THE TRAFFIC CONTROL PLACEMENT, TO RIGHT OF WAY INSPECTOR, PRIOR TO START OF WORK STORAGE OF EQUIPMENT AND/OR MATERIAL WITHIN THE ROW.
 - STORAGE OF EQUIPMENT IN THE ROW IS PERMISSIBLE ONLY WITHIN THE CURRENT LIMITS OF THE LONG-TERM OR INTERMEDIATE-TERM CLOSURES AND SHALL BE LIMITED TO THE EQUIPMENT REQUIRED FOR THE CURRENT WORK ACTIVITY. THIS EQUIPMENT SHALL BE PROTECTED BEHIND BARRICADES.
 - STORAGE OF MATERIAL IN THE ROW IS PERMISSIBLE ONLY WITHIN THE CURRENT LIMITS OF THE LONG-TERM OR INTERMEDIATE-TERM CLOSURES AND SHALL BE LIMITED TO NO MORE THAN THE MATERIAL REQUIRED FOR THREE DAYS OF PRODUCTION THIS MATERIAL SHALL BE PROTECTED BEHIND WATER-FILLED BARRIERS.
 - EQUIPMENT OR MATERIAL STORED IN THE ROW SHALL NOT CREATE A VISUAL BARRIER TO TRAFFIC.
- 8. NO MORE THAN ONE WORK ZONE LOCATION MAY BE SET AT ONE TIME.
- PEAK HOURS FOR ARTERIAL AND COLLECTOR STREETS ARE 6AM TO 9AM AND 4PM TO 6 PM, MONDAY THROUGH FRIDAY. NO DISRUPTION OR REDUCTION OF ACTIVE ROADWAY OR PEDESTRIAN ROUTE CAPACITY SHALL OCCUR DURING THESE TIMES, UNLESS ALLOWED BY TRAFFIC CONTROL PLAN. EXCAVATIONS SHALL BE BACKFILLED OR PLATED WHEN REQUIRED TO OPEN
- IMPACTED TRAFFIC LANES. FOR EXCAVATIONS EXCEDDING A TRANSVERSE WIDTH OF 6 FEET. THE CONTRACTOR SHALL PROVIDE AN ENGINEERED PLAN TO THE OWNER'S REPRESENTATIVE FOR REVEIW BY RIGHT OF WAY MANAGEMENT DIVISION 11. EXISTING SIDEWALKS AND BEATEN PATHS SHALL BE MAINTAINED AS ADA
- COMPLIANT THROUGHOUT THE PROJECT DURATION WITH THE EXCEPTION OF FINAL FLATWORK AND UTILITY TIE-INS. ANY WORK OVERHEAD WITHIN 25 FEET OF EXISTING PEDESTRIAN PATHWAYS WILL REOUIRE PEDESTRIAN COVERED WALKWAYS. SIDEWALK CLOSURES FOR MAJOR SIDEWALK IMPROVEMENTS HAVE A 14-DAY MAXIMUM PERIOD AND SHALL BE COMPLETED IN PHASES AS TO NOT CLOSE MORE THAN ONE BLOCK AT A TIME.
- "ROAD WORK AHEAD" AND "CONSTRUCTION ENTRANCE AHEAD" SIGNS MUST 12. BE PLACED AT ALL APPROACHES TO STABILIZED CONSTRUCTION ENTRANCE. SEE THE CITY OF MOUNTAIN STANDARD DETAILS FOR SIGN SPACING DRIVEWAYS SHALL NOT BE CLOSED FOR MORE THAN 3 CONSECUTIVE 13.
- CALENDAR DAYS. ADA COMPLIANCE SHALL BE MAINTAINED THROUGH STABILIZED 14 CONSTRUCTION ENTRANCE.
- BARRIER SHALL BE PLACED WITHIN GUIDELINES SET FORTH BY THE TMUTCH CRASH TESTING REQUIREMENTS (NCHRP REPORT 350) FOR THAT PARTICULAR BARRIER USED. ANY MODIFICATIONS TO THAT TESTING APPLICATION SHALL BE APPROVED BY THE ENGINEER OF RECORD.
- FOR OVERNIGHT PROTECTION OF WORK ZONES WITHIN THE ROW, REFER TO CITY OF MOUNTAIN 'STANDARD SERIES DETAILS.
- ALL TEMPORARY PAVING SHALL CONFORM TO CITY OF MOUNTAIN STANDARD DETAILS
- INITIAL AND PHASE CHANGE TRAFFIC CONTROL CHANGES SHALL BE INSTALLED ON THE WEEKENDS. THE NAME AND TELEPHONE NUMBER OF THE CONTRACTOR OR
- SUPPLIER SHALL BE SHOWN ON THE NON-REFLECTIVE SURFACE OF ALL CHANNELIZING DEVICES IN ACCORDANCE WITH CITY OF MOUNTAIN V STANDARD DETAILS

- STREET REPAIR NOTES: TRENCH REPAIR: USE THE APPROPRIATE 1100S SERIES DETAILS FOR TRENCH REPAIRS:
- 1100S-2 (FLEXIBLE BASE AND AN ASPHALT SURFACE), 1100S-3 (CONCRETE OR ASPHALT OVERLAID CONCRETE) 1100S-5 (FULL DEPTH ASPHALT STREETS) CLSM SHALL BE SUBSTITUTED FOR BACKFILL AND FLEXIBLE BASE REPLACEMENT PER THE DETAIL NOTES.
- SURFACE RESTORATION: WHEN CUTS ARE OVER 300 LINEAR FEET IN LENGTH, OCCUR WITHIN THE DAPCZ AREA, OR WITHIN PROTECTED STREET SEGMENTS, SURFACE PAVEMENT RESTORATION IS REOUIRED. THIS INVOLVES THE REMOVAL AND REPLACEMENT OF SURFACE ASPHALT IN AREAS AFFECTED BY THE STREET CUTS AS DETERMINED BY 1100S-7, THE REPLACEMENT ASPHALTIC CONCRETE SURFACE LAYER SHALL BE OF THE TYPE AND THICKNESS BASED ON THE STREET'S FUNCTIONAL CLASSIFICATION. FOR LOCAL OR RESIDENTIAL STREETS, REPLACE A MINIMUM 2 INCHES HMAC TYPE D. FOR COLLECTOR OR ARTERIAL STREETS, REPLACE A MINIMUM OF 3 INCHES HMAC TYPE C (SEE ITEM 340S, SECTION 340S.4).
- CONCRETE PAVEMENTS: ACTUAL RESTORATION LIMITS ARE DETERMINED BY JOINT LOCATIONS. FOR COMPOSITE PAVEMENTS (CONCRETE PAVEMENT WITH AN ASPHALTIC CONCRETE OVERLAY) USE 1100S-3 FOR TRENCH REPAIR AND USE 1100S-7 FOR DETERMINATION OF ASPHALT SURFACE RESTORATION.

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SMPA			
TRANSPORTATION DEPARTMENT			
WATER			
DEPT OF PUBLIC WORKS			
WATERSHED PROTECTION			



GENERAL NOTES:

SMPA

SAFETY & RELIABILITY:

- 1 CONTRACTOR SHALL ASSUME ALL SMPA POLES ARE PART OF AN OVERHEAD ELECTRICAL DISTRIBUTION SYSTEM, AND POWER LINES ATTACHED TO THESE POLES ARE PRESUMED ENERGIZED AT ALL TIMES.
- 2. ALL WORKERS SHALL BE QUALIFIED TO WORK ON OR NEAR ELECTRIC DISTRIBUTION LINES.
- 3. ALL WORK ABOVE COMMUNICATIONS SPACE ON POLES SHALL ONLY BE PERFORMED BY CONTRACTORS TO PERFORM SUCH WORK PRE-APPROVED BY SMPA
- 4. UNOBSTRUCTED CLIMBING SPACE MUST BE MAINTANED AT ALL TIMES.
- 5. RF AND EMF COMPLIANCE MUST BE MAINTAINED WITH ALL APPLICABLE STANDARDS.
- OR CITY PERSONNEL MAY HALT ANY WORK, AT ANY TIME, IF A SAFETY 6. SMPA VIOLATION IS OBSERVED.
- 7. SERVICE PROVIDERS SHALL MAKE AND MAINTAIN ITS ATTACHEMENTS IN A SAFE CONDITION IN ACCORDANCE WITH ALL APPLICABLE STANDARDS
- 8 SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ALL TREE TRIMMING NECESSARY FOR THE SAFE AND RELIABLE INSTALLATION, USE AND MAINTENANCE OF ITS ATTACHEMENTS
- 9. SERVICE PROVIDERS SHALL NOT CAUSE DAMAGE TO SMPA FACILITIES OR OPERATIONS OF ANY DAMAGE TO ITS FACILITIES SERVICE PROVIDERS SHALL IMMEDIATELY INFORM SMPA

SMPA CLEARANCE AND SPACING REQUIREMENTS:

- 10. THE CLEARANCE AT THE POLE IS 40-INCH BETWEEN THE LOWEST ELECTRICAL CONDUCTOR AND THE HIGHEST COMMUNICATION CABLE
- 11. 12-INCH SPACING BETWEEN ATTACHMENTS AT THE POLE IS REOUIRED
- 12. THE MID-SPAN VERTICAL CLEARANCE IS 30-INCH BETWEEN THE LOWEST ELECTRICAL CONDUCTOR AND THE HIGHEST COMMUNICATION CABLE
- 13. 6-INCH MID SPAN BETWEEN ATTACHEMENTS IS REQUIRED
- 14. THE LOWEST ALLOWABLE CLEARANCE FROM THE GROUND TO LOWEST ATTACHEMENT IS 15'-6" IF WITHIN THE CITY OF SMPA RIGHT-OF-WAY
- 15. CLEARANCE FOR CITY AND COUNTY ROADS MUST BE MAINTAINED BY THEIR REQUIREMENTS 16. THE LOWEST ALLOWABLE CLEARNACE FOR RALROAD TRACKS CROSSINGS IS 24 FEET FROM LOWEST ATTACHEMENT TO THE TOP OF RAILROAD TRACKS

POLE ATTACHEMENT STANDARDS:

- 17. WIRELINE ATTACHEMENTS MUST BE PLACED AND REMAIN IN THE COMMUNICATION SPACE AT ALL TIMES
- 18. ATTACHEMENTS TO STEEL, CONCRETE, OR FIBERGLASS DISTRIBUTION POLES MUST BE CLAMPLED OR BANDED TO THE POLES WITH STAINLESS STEEL STRAPS
- 19. SERVICE PROVIDERS SHALL PROVIDE ALL ANCHORS AND GUYING NECESSARY TO ACCOMODOATE THE ADDITIONAL STRESS AND LOAD PLACED UPON A POLE BY ITS ATTACHEMENTS
- ANCHOR 20 A LICENSEE MAY NEVER ATTACH ITS GUY TO AN SMPA
- 21. SIDEWALK GUYS ARE PROHIBITED UNLESS SPECIFICALLY AGREED TO IN WRITING BY LICENSEE AND SMPA , ON A CASE BY CASE BASIS
- 22. COMMUNICATIONS SERVICE DROPS SHALL BE CONNECTED 15-INCHES FROM THE POLE TO THE ATTACHER'S CABLE MAIN SUPPORTING MESSENGER
- 23. RISERS MAXIMUM OF 3 RISERS PER POLE INCLUDING SMPA RISERS
- 24. ALL POLE LOADING ANALYSIS AND OTHER ENGINEERING DOCUMENTS MUST BE SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF CO
- 25. ATTACHEMENTS TO TRANSMISSION POLE IS PROHIBITED UNLESS THE TRANSMISSION POLE HAS DISTRIBUTION UNDER BUILD.

WIRELESS ATTACHEMENTS STANDARDS

26. NETWORK NODES AND RELATED EQUIPMENT INSTALLED ON POLES SHALL NOT EXCEED DIMENSIONS AND SPECIFICATIONS DESCRIBED IN CO LOCAL GOVERNEMNT CODE UNLESS OTHERWISE APPROVED IN WRITING BY SMPA

- 27. LICENSEE SHALL POST ITS NAME, LOCATION IDENTIFYING INFORMATION, AND EMERGENCY TELEPHONE NUMBER IN AN AREA ON THE CABINET OF THE NETWORK NODE THAT IS VISIBLE TO THE PUBLIC.
- 28. LICENSEE SHALL NOT PLACE COMMERCIAL ADVERTISING ON ANY OF ITS FACILITIES OR INFRASTRUCTURE
- 29. NETWORK NODES MAY ONLY BE INSTALLED ON POLES LOCATED IN THE PUBLIC RIGHT OF WAY AND THAT ARE BUCKET TRUCK ACCESSIBLE. EXCEPTIONS MUST BE EVALUATED ON A CASE BY CASE BASIS AND APPROVED BY SMPA
- 30. NETWORK NODES MAY BE INSTALLED ONLY ON IN LINE TANGENT POLES OR SERVICE POLES THAT DO NOT HAVE SUPPLY EOUIPMENT INSTALLED
- 31POWER SUPPLIES MAY NOT BE MOUNTED ON A POLE OR CONNECTED DIRECTLY TO SMPA
- DISTRIBUTION SYSTEM. ALL BATTERIES, POWER SOURCES, RADIO HEADS, OR OTHER QUIPMENT REQUIRED TO SUPPORT A NETWORK NODE MUST BE INSTALLED AS GROUND FURNITURE
- 32. SMPA MAY REQUIRE A LICENSEE TO INSTALL A NEW POLE TO PROVIDE A FIVE FOOT (5'CLEARANCE ABOVE SMPA FACILITIES TO ACCOMMODATE A NETWORK NODE TO BE INSTALLED ON THE TOP OF SMPA POLES. THE USE OF POLE-TOP EXTENSIONS IS PROHIBITED. THE 33NSTALLATION OF POLES TALLER THAN SIXTY FEET (60') OR LARGER THAN CLASS 2 WILL BE
- CONSIDERED. 34. SERVICE PROVIDERS MAY NOT INSTALL OVERHEAD CABLES ON A STREET LIGHT POLE. ALL CABLES,
- INCLUDING POWER AND FIVER OPTIC, CONNECTING TO THE NETWORK NODE SHALL BE PLACED IN CONDUIT THAT IS TO BE BURIED BELOW GROUND.
- 35. LICENSEE'S INSTALLATION SHALL NOT BLOCK OR HINDER ACCESS TO HANDHOLD COVERS.
- 36. DISCONNECTS SHALL BE LOCKED WITH DUAL ACCESS LOCK BAR WITH A CARRIERS LOCK AND SMPA LOCK
- 37. RISERS ON STREET LIGHT AND STEEL POLES SHALL USE BOLT-A-BRANDS AND ATTACHE CONDUIT TO BANDS
- 38. THROUGH BOLTS SHALL BE USED TO ATTACH SERVICE PROVIDERS WIRELESS ATTACHEMENTS

ELECTRICAL GENERAL NOTES:

- 1. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE TORO CONSTRUCTION MANAGER AND SCHEDULE THEIR ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REOUIREMENTS.
- 2. CONTRACTOR SHALL COORDINATE WITH A WEEK IN ADVANCE FOR THE WILL PERFORM ALL WORK ASSOCIATED TO THEIR PROPOSED WORK. OWNED AND MAINTAINED PROPOSED ELECTRICAL LINE, MANHOLE AND PULL BOX, EXCEPT FOR INSTALLING THE 3-INCH CONDUIT PER DRAWINGS.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK
- 4. CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OF REGULATIONS TAKE PRECEDENCE.
- 5 CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SURFACES EQUIPMENT, IMPROVEMENTS, PIPING ETX. AND IMMEDIATE REPAIR, TO NEW CONDITION, ANY DAMAGE THAT OCCURS DURING CONSTRUCTION AT THE SOLE COST OF THE CONTRACTOR.
- 6. IN DRILLING HOLES, OR CORING, INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., MUST BE CLEARLY UNDERSTOOD THAT REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES (UNLESS NOTED OTHERWISE). LOCATIONS OF REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE LOCATED BY THE CONTRACTOR USING APPROPRIATE METHODS AND EQUIPMENT PRIOR TO ANY DRILLING OR CORING OPERATIONS IN EXISTING CONCRETE.
- 7 CONTRACTOR SHALL REPAIR TO NEW CONDITION ALL EXISTING WALL SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND IN WITH ADJACENT SURFACES.
- 8. CONTRACTOR SHALL SEAL PENETRATIONS THROUGH FIR RATED ASSEMBLIES OR MATERIALS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS AND SYSTEMS THAT MEET OR EXCEED THE RATING OF THE ASSEMBLY IN WHICH THE NEW PENETRATION IS PLACED.
- 9. CONTRACTOR SHALL KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALI DIRT, DEBRIS, AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAIN SPOTS, DUST, OR SMUDGES OF ANY NATURE, CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITMES UNTIL COMPLETION OF CONSTRUCTION.
- 10. MINIMUM BEND RADIUS OF ANTENNA CABLES SHALL BE IN ACCORDANCE WITH CABLE MANUFACTURERES RECOMMENDATIONS.

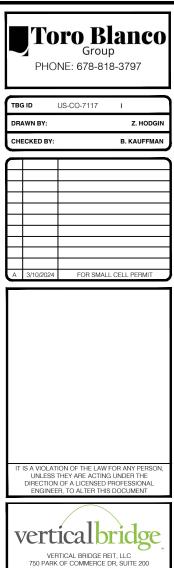
11. THE INTENT OF THE PLANS AND SPECIFICATIONS IS TO PERFORM THE CONSTRUCTION IN ACCORDANCE PER STATE BUILDING STANDARDS CODE AND STATE CODE OF REGULATIONS SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE APPROVED PLANS AND SPECIFICATIONS WHERIN THE FINISHED WORK WILL NOT COMPLY PER STATE CODE OF REGULATIONS, A SCOPE OF WORK DETAILING AND SPECIFYING THE REOUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE JURISDICTION BEFORE PROCEEDING WITH THE WORK. A CHANGE ORDER REQUEST FOR THAT SCOPE SHALL BE SUBMITTED TO THE TORO BLANCO GROUP, LLC CONSTRUCTION MANAGER PRIOR TO PROCEEDING WITH THE WORK. 12. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS

FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE, ANY CORRECTIVE WORK SHALL BE COMPLETED AT THE SOLE COST OF THE CONTRACTOR. 13. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE W/DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY TORO BLANCO GROUP, LLC CONSTRUCTION MANAGER AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE TORO BLANCO GROUP, LLC CONSTRUCTION MANAGER HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.

- 14. ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATION INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL EXISTING CONDITIONS OF ELECTRICAL EQUIP., ETC., THAT ARE PART OF THE FINAL SYSTEM, SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTING OF THEIR BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
- 15. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC. ALL CODES AND ORDINANCES OF THE LOCAL JURISDICTION, AND POWER & TELEPHONE COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT ARE NOT BE LIMITED TO:
- A) UL UNDERWRITERS LABORATORIES
- B) NEC NATIONAL ELECTRICAL CODE
- C) NEMA NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
- D) OSHA OCCUPATIONAL SAFETY AND HEALTH ACT
- E) SBC STANDARD BUILDING CODE
- F) SFPA NATIONAL FIRE PROTECTION AGENCY
- G) ANSI AMERICAN NATIONAL STANDARDS INSTITUTE
- H) IEEE INSTITUTE OF ENECTRICAL AND ELECTRONICS ENGINEERS
- I) ASTM AMERICAN SOCIETY FOR TESTING MATERIALS
- 16. REFER TO THE CITY APPROVED SITE PLANS AND ELEVATIONS FOR EXACT LACATIONS OF ALL EOUIPMENT AND CONFIRM WITH TORO BLANCO GROUP, LLC CONSTRUCTION MANAGER ANY SIZES AND LOCATIONS WHEN NEEDED.
- 17. EXISTING SERVICES: CONTRACTOR SHALL NOT INTEERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
- 18. CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS

- SUCH AS THE LUG SIZE RESTRICTIONS CONDUIT ENTRY SIZE OF TRANFORMERS SCHEDULED DOWNTIME FOR THE OWNERS' CONFIRMATION, ETC ... ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE TORO BLANCO GROUP, LLC CONSTRUCTION MANAGER PRIOR TO BEGINNING ANY WORK.
- 19. MINIMUM WIRE SIZE SHALL BE #12 AWG, NOT INCLUDING CONTROL WIRING, UNLESS NOTED OTHERWISE. ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION, UNLESS OTHERWISE NOTED.
- 20. OULTET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THERADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLUSURES FOR OTHER CLASSIFIED AREAS.
- 21. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
- 22. ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTH BY APPLICANT.
- 23. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER, THE COMPLETED SYSTEM SHALL BE FULLY FUNCTIONAL AND SHALL BE APPROVED BY THE TORO BLANCO GROUP, LLC CONSTRUCTION AND LOCAL JURISDICTION. ANY DEFICIENCIES SHALL BE CORRECTED BY AN ELECTRICAL CONTRACTOR AT THE SOLE COST OF THE CONTRACTOR.
- 24. ALL WORK SHALL BE COORDINATED WITH OTHER TRADE TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
- 25. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED BY THE CONTRACTOR WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION. WHICH MAY HAVE BEEN DAMAGED THERIEN.
- 26. CONTRACTOR SHALL PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
- 27. REFER TO LOCAL JURISDICTION STANDARDS AND DETAILS FOR TRENCHING AND EXCAVATION REQUIREMENTS.
- 28. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS TEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REOUIREMENTS OF THE NEC, NEMA AND IECE.
- 29. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURER'S CATALOG INFORMATION OF ANY/ALL EQUIPMNET AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE TORO BLANCO GROUP, LLC CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
- 30. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE TORO BLANCO GROUP, LLC CONSTRUCTION MANAGER UPON FINAL ACCEPTANCE.
- 31. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPE WRITTEN DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR
- 32. DISCONNECT SWITCHES SHALL BE UL-RATED, H.P. RATED HEAVY-DUTY, QUICK-MAKE AND OUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
- 33. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND KNOWN AS "NO-OXIDE A" BY DEARBORNE CHEMICAL CO. COAT ALL WIRE SURFACES BEFORE CONNECTING, EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO SUBSTITUTIONS.
- 34. RACEWAYS: CONDUIT SHALL BE SCHEDULE 80 PVC MEETING OR EXCEEDING NEMA TX2 -1990. CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 2 FT. RADIUS. RGS CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID COUDUIT. COAT ALL THREADS WITH 'BRITE ZINC' OR 'COLD GALV'.
- 35. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC
- 36. CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER WITH TYPE THWN INSULATION, UNLESS OTHERWISE NOTED, 600 VOLT, COLOR CODED, USE SOLID CONDUCTORS FOR WIRE UP TO AND INCUDING NO. 8 AWG. USE STRANDED CONDUCTORS FOR WIRE ABOVE NO. 8 AWG
- 37 CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
- 38 SERVICE: AS SPECIFIED ON THE DRAWINGS, OWNER OF OWNER'S AGENT WILL APPLY FOR POWER. ALL PROVISIONS FOR TEMPORARY POWER WILL BE OBTAINED BY THE CONTRACTOR.
- 39. TELEPHONE OR FIBER SERVICE: CONTRACTOR SHALL PROVIDE EMPTY CONTUITS WITH PULL STRINGS AS INDICATED ON DRAWINGS.
- 40. ELECTRICAL AND TELCO/FIBER RACEWAYS TO BE BURIED A MINIMUM DEPTH OF 30", UNLESS OTHERWISE NOTED.
- 41. CONTRACTOR SHALL PALCE 6" WIDE DETECTABLE WARNING TAPE AT A DEPTH OF 6" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELCO SERVICE CONDUITS. CAUTIONS TAPE TO READ "CAUTION BURIED ELECTRC" OR "BURIED TELECOM'
- 42. ALL BOLTS SHALL BE 3-16 STAINLESS STEEL





BOCA RATON, FL 33487

TORO BLANCO GROUP, LLC WWW.TOROBLANCOGROUP.COM POC: ZACK HODGIN TEL: 828-260-6238 E: ZACK@TOROBLANCOGROUP.COM



IF YOU DIG DIAL 81 FOR THE "ONE CAL CENTER" IT'S THE LAW

THE UTILITIES SHOWN HEREIN ARE FOR THE ONTRACTORS CONVENIENCE ONLY. THERE MAY BE THER UTILITIES NOT SHOWN ON THESE PLANS. THE NGINEER/SURVEYOR ASSUMES NO RESPONSIBILITY ENGINEERIGENEENING SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL THE UTILITIES WITHIN THE LIMITS OF THE WORK, ALL DAMA MADE TO THE (E) UTILITIES BY THE CONTRACTOR SHAL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR,

US-CO-7117

Mountain Valley Blvd & Turnarou TELLURIDE, CO 81435

REPLACE

ELEC NOTES GN-2

GROUNDING NOTES:

- 1. ALL HARDWARE SHALL BE 3-16 STAINLESS STEEL, INCLUDING LOCK WASHERS. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND, AS SPECIFIED, BEFORE MATING. ALL HARDWARE SHALL BE STAINLESS STEEL 3/8 INCH DIAMETER OR SIZED TO MATCH COMPONENTS OR LOG SIZE.
- 2. FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
- 3. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING
- 4. ALL ELECTRICAL AND GROUNDING AT THE POLE SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780 (LATEST EDITION), AND MANUFACTURER.
- 5. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
- 6. GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING #6 GROUND WIRES. FOLLOW ANTENNA AND BTS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS.
- 7. ALL GROUND CONNECTIONS SHALL BE #6 AWG, UNLESS OTHERWISE NOTED. USE SOLID COPPER, BLACK JACKETED WIRE ON NON WOOD POLES AND SOLID TINNED COPPER, BARE (NO JACKET) WIRES ON WOOD POLES. BLACK WIRES WILL USE A SINGLE STRIPE OF GREEN ELECTRICAL TAPE WITHIN 12" OF THE CONNECTION POINTS TO IDENTIFY AS GROUNDING WIRE.
- 8. NOTIFY ARCHITECT/ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
- 9. ALL HORIZONTALLY RUN GROUNDING CONDUCTORS SHALL BE INSTALLED A MINIMUM OF 30" BELOW GRADE/ 6" BELOW FROST-LINE IN TRENCH, UNLESS OTHERWISE NOTED. BACK FILL SHALL BE COMPACTED AS REOURED BY JURISDICTION STANDARDS AND DETAILS.
- 10. ALL GROUND CONDUCTORS SHALL BE RUN AS STRAIGHT AND SHORT AS POSSIBLE, WITH A MINIMUM 12" BENDING RADIUS NOT LESS THAN 90 DEGREES.
- 11. ACCEPTABLE CONNECTIONS FOR GROUNDING SYSTEM SHALL BE:
- A.BURNDY, HY-GRADE U.L. LISTED CONNECTORS FOR OUTDOOR USE OR AS APPROVED BY APPLICANT PROJECT MANAGER.
- B. CADWELD, EXOTHERMIC WELDS (WELDED CONNECTIONS).
- C. ONE (1) OR (2) HOLES TINNED COPPER COMPRESSION (LONG BARRELE) FITTINGS.
- 12. ALL CRIMPED CONNECTIONS SHALL HAVE EMBOSSES MANUFACTURER'S DIEMARK VISIBLE AT THE CRIMP (RESULTING FROM USE OF PROPER CRIMPING DEVICES) AND WEATHER-PROOFED WITH HEAT SHRINK.
- 13. ALL CONNECTION HARDWARE SHALL BE TYPE 3-16 STAINLESS STEEL (NOT ATTRACTED TO MAGNETS).
- 14. ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEC, ARTICLE 250-82 AND SHALL BOND ALL EXISTING AND NEW GROUNDING ELECTRODES. NEW GROUNDING ELECTRODE SHALL INCLUDE BUT NOT LIMITED TO GROUND RODS.

TESTING AND EQUIPMENT TURN UP REQUIREMENTS:

- RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT TESTING WILL COMPLY WITH CURRENT INDUSTRY STANDARDS AND OR THOSE STANDARDS OF THE EQUIPMENT MANUFACTURER OR PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
- 2. CONTRACTOR WILL USE THE APPROPRIATE CALIBRATED TESTING EQUIPMENT IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT THAT MEET INDUSTRY STANDARDS OR THE MANUFACTURER OR THOSE STANDARDS PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
- 3. CONTRACTOR TO VERIFY AND RECORD ALL TEST RESULTS AND PROVIDE THESE RESULTS WITHIN THE FINAL CLOSE OUT PACKAGE.
- 4. ALL PERSONNEL INVOLVED IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT WILL BE REQUIRED TO HAVE BEEN TRAINED AND OR CERTIFIED IN THE PROPER TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENTS AND BACK HAUL EQUIPMENT.
- 5. ALL TEST RESULTS SHALL BE TIME STAMPED, RECORDED AND PRESENTED PRIOR TO ENERGIZING AND TURN UP OF ANY EOUIPMENT.
- 6. GPS EQUIPMENT (WHEN REQUIRED) IS NOT TO BE TESTED OR ATTACHED TO ANY CABLING DURING TESTING, DOING SO WILL DAMAGE THE GPS UNIT.
- 7. PRIOR TO TESTING IF THE CONTRACTOR HAS ANY QUESTIONS ABOUT THE TESTING PROCEDURES THEY ARE TO CALL AND OBTAIN ASSISTANCE FROM A OUALIFIED DESIGNED TESTING REPRESENTATIVE.
- 8. EQUIPMENT IS NOT TO BE ENERGIZED UNTIL ALL TESTING HAS BEEN COMPLETED, APPROVED AND THE APPROPRIATE AUTHORITY HAS BEEN NOTIFIED AND GIVES APPROVAL TO ENERGIZE THE EQUIPMENT.

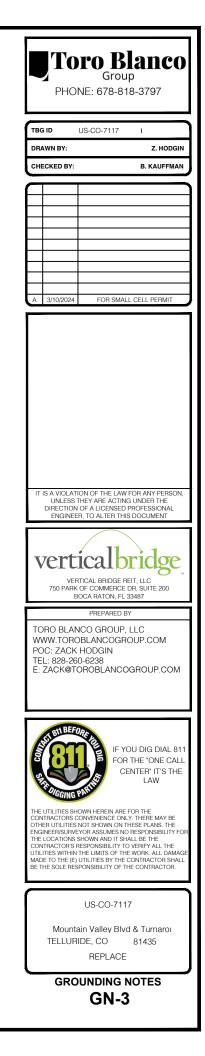
ADDITIONAL SITE WORK NOTES:

- 1. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
- 2. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO TORO BLANCO GROUP. LLC CONSTRUCTION MANAGER AT COMPLETION OF PROJECT.
- 3. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION.
- 4. CONTRACTOR SHALL VERIFY ALL (E) UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER OR TORO BLANCO GROUP, LLC CONSTRUCTION MANAGER FOR RESOLUTION AND INSTRUCTIONS, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT THEIR OWN RISK AND EXPENSE. CONTRACTOR SHALL LOCAL UTILITY LOCATE HOT LINE. SUCH AS 811, FOR UTILITY LOCATIONS A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
- 5. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK. ANY COST RELATED TO ADJUSTING EXISTING STRUCTURES SHALL BE BORNE SOLELY BY THE CONTRACTOR.
- 6. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.

- 7. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
- 8. REFER TO LOCAL JURISDICTIONS STANDARDS, SPECIFICATIONS AND DETAILS FOR BACKFILL AND PAVEMENT REPLACEMENTS.
- 9. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO DEBRIS, PAPER, TRASH, WEEDS, BRUSH, EXCESS FILL, OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
- 10. REFER TO LOCAL JURISDICTION'S STANDARDS AND DETAILS FOR TREE PROTECTION REQUIREMENTS.
- ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

ADDITIONAL ENVIRONMENTAL NOTES:

- 1. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED APPROVED PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF FINES AND PROPER CLEAN UP FOR AREAS IN VIOLATION.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS. ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED IN PLACE THROUGH FINAL JURISDICTIONAL INSPECTION & RELEASE OF SITE.
- 3. CONTRACTOR SHALL INSTALL/CONSTRUCT ALL NECESSARY SEDIMENT/SILT CONTROL FENCING AND PROTECTIVE MEASURES AS REQUIRED BY THE LOCAL JURISDICTION WITHIN THE LIMITS OF SITE DISTURBANCE PRIOR TO CONSTRUCTION.
- 4. NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION. ADDITIONAL SEDIMENT CONTROL FENCING MAY BE REQUIRED IN ANY AREAS SUBJECT TO EROSION.
- 5. THE CONTRACTION IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES WITH SILT AND EROSION CONTROL MEASURES MAINTAINED ON THE DOWNSTREAM SIDE OF SITE DRAINAGE. ANY DAMAGE TO ADJACENT PROPERTY AS A RESULT OF EROSION WILL BE CORRECTED AT THE CONTRACTORS EXPENSE.
- 6. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING SEDIMENT REMOVAL AS NECESSARY.
- 7. CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM. ONLY TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
- 8. SEEDING AND MULCHING AND/OR SODDING OF THE SITE SHALL BE IN ACCORDANCE WITH LOCAL JURISDICTION AND WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTION LAND DISTURBANCE.
- 9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE BUT IS NOT LIMITED TO SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS, AND CHECK DAMS.
- 10. RIP RAP OF SIZES INDICATED SHALL CONSIST OF CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY STONE FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCES.
- 11. CONTRACTOR TO PLACE FILTER MATERIAL AT ALL CATCH BASINS ADJACENT TO CONSTRUCTION SITE TO PREVENT SOLID WASTE CONTAMINATION FROM ENTERING SEWER SYSTEM.
- 12. CONTRACTOR TO INSTALL INLET PROTECTIONS TO ALL IMPACTED INLETS WITHIN 300 FT OF PROJECT AREA PER LOCAL JURISDICTIONS STANDARDS AND DETAILS.



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License Agreement") is made and entered into as of the _____ day of ______, 2024 (the "Effective Date"), by and between Toro Vertical, Inc. d/b/a Toro Blanco Group ("Licensee") and the Town of Mountain Village, a Colorado home rule municipality (the "Town"). Licensee and the Town may be collectively referred to herein as the "Parties" or individually referred to herein as "Party."

RECITALS

- 1. Pursuant to Resolution No. 2024_____, the Town approved a Conditional Use Permit to authorize Licensee to install and use "small cell" or "5G" telecommunications equipment within several Town public rights of way ("**ROW**"), including Mountain Village Boulevard and Adams Ranch Road, as depicted on Exhibit <u>A</u> attached hereto (collectively, the "**Site Area**").
- 2. The Town desires to grant, and Licensee desires to accept, the license described below for purposes of allowing Licensee to replace existing light poles or sign poles and house the new equipment in, on, and under the Site Area, pursuant to Conditional Use Permit held by Licensee, as further set forth below.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, Licensee and the Town hereby agree as follows:

- 1. <u>RECITALS</u>. The foregoing Recitals are incorporated herein by reference as affirmative and material representations and acknowledgments of the Parties.
- 2. <u>GRANT OF LICENSE</u>. The Town hereby grants Licensee a license in, on, and under the Site Area as follows ("License"):
 - a. Licensee shall be permitted to install and maintain replacement light poles or sign poles and small cell or 5G telecommunications equipment within the Site Area subject to the terms of the Conditional Use Permit and this Agreement.
- <u>TERM</u>. This License Agreement shall commence on the Effective Date and shall terminate on July 1, 2025 (the "Term"), unless terminated earlier pursuant to Section 11. In accordance with applicable provisions of the Town's Community Development Code, this License Agreement shall automatically renew for subsequent one-year periods, unless either Party provides written notice to the other at least ninety (90) days prior to the then-current Term.

4. <u>LOCATION</u>.

- a. Licensee shall have the obligation to prevent encroachment of any other personal property onto areas outside of the designated Site Area.
- b. In order to ensure adequate public access to all areas outside of the Site Area, Licensee shall arrange any equipment or materials placed on the Site Area in such a manner as to ensure that public ROW and pedestrian pathways are maintained in the general approximate locations and approximate average widths set forth on the attached <u>Exhibit A</u>.
- c. During any construction, repairs, or maintenance to Licensee's property within the Site Area, Licensee shall use signage, fencing, and/or other physical markers/landmarks to designate the boundaries of the Site Area.

5. <u>ACCESS AND STORAGE</u>. The License granted herein shall include the right of access over, through, and across the other portions of the ROW in order to access the Site Area. Licensee acknowledges that it is familiar with the Conditional Use Permit process and Town's laws and regulations and agrees to abide by such laws and any other regulations governing vehicular access to the Site Area.

6. <u>USE</u>.

- a. Licensee's use of the Site Area is limited to those purposes set forth in the Conditional Use Permit.
- b. Licensee shall use and maintain the Site Area in accordance with all applicable health and safety laws, ordinances, and/or regulations for the protection of the public.

7. <u>MAINTENANCE</u>.

- a. Licensee agrees to repair and/or replace any damage to any portion of the ROW and/or Site Area only to the extent any damages shall be caused by or in connection with use of the Site Area by Licensee or its employees, representatives, or subcontractors. All costs for such repair or replacement, and all work performed in connection therewith, shall be the responsibility of the Licensee. The Town, in its sole but reasonable discretion, shall determine when the Site Area is in need of repair or replacement due to the activities of Licensee and/or its employees, representatives, or subcontractors in the Site Area.
- b. Licensee shall clean the Site Area by removing debris, dust, and trash, as needed to prevent debris, dust, or trash from being blown or scattered around or outside of the Site Area.
- c. Licensee shall remove snow as needed from the Site Area to an area that does not block public access to the ROW.
- 8. <u>INDEMNIFICATION</u>. Licensee agrees to indemnify, defend, and hold harmless the Town and its elected and appointed officials, agents, representatives, lawyers, and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature, including injury to or death of any person or loss of or damage to property, incurred by and on behalf of any person or other legal entity whatsoever, including the parties to this License Agreement and their agents, representatives, lawyers, and employees, arising out of or connected with, in any manner, directly or indirectly, Licensee's operation and/or use of the Site Area, except to the extent caused by the negligent acts or omissions of the Town, its agents, representatives, and/or employees.

9. INSURANCE REQUIREMENTS.

- a. Licensee shall carry commercial general liability insurance covering all operations permitted pursuant to the License in an amount no less than the limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended from time to time, with the Town as a named insured on such policy. Licensee shall be required to provide to the Town a "*Certificate of Insurance*" evidencing such coverage for the Term of this License Agreement.
- b. The commercial general liability insurance policy and the "*Certificate of Insurance*" must be effective for the Term of the License Agreement, commencing as of the Effective Date.
- c. The Licensee shall cease all operations on the Site Area immediately upon cancellation the insurance coverage required pursuant to this Paragraph 10, in accordance with any notice of cancellation received by Licensee.

10. TERMINATION.

- a. Should any Party to this License Agreement fail to perform its obligations hereunder in strict compliance with the terms, covenants, and conditions of this License Agreement, or otherwise default in the performance of any obligations contained in this License Agreement, the non-defaulting Party shall provide written notice to the defaulting Party of such default or breach ("Notice of Default"). If, in the sole judgment of the non-defaulting party, the defaulting Party has failed to cure or reasonably commence curing said default or breach within thirty (30) business days after such Notice of Default is provided (an "Uncured Default"), the non-defaulting Party thereafter shall have the right to terminate this License Agreement, effective immediately upon providing the defaulting Party with written notice of such termination. In addition, in the event of an Uncured Default on behalf of Licensee, the Town shall have the right to partially terminate this License Agreement (in lieu of full termination) by revoking any specific right granted to Licensee pursuant to Section 1 above including, without limitation, removing any portion of the Site Area from the License.
- b. This License Agreement may also be terminated as follows:
 - i. In the event that Licensee's Conditional Use Permit is revoked, the Town thereafter shall have the right, but not the obligation, to terminate this License Agreement, effective immediately upon providing Licensee with written notice of such termination.
 - ii. In the event that the Conditional Use Permit is not renewed by the Town due to an administrative error or other similar lapse on behalf of Licensee and/or the Town, the Town shall provide written notice of such error or lapse to Licensee. Licensee shall have 45 days after receipt of such notice to cure the deficiencies that led to such non-renewal and reinstate and/or renew the Conditional Use Permit. If Licensee is unable to reinstate and/or renew the Conditional Use Permit by the end of such 45-day period, the Town thereafter shall have the right, but not the obligation, to terminate this License Agreement, effective immediately upon providing Licensee with written notice of such termination.
 - iii. In the event the technology utilized, installed, and maintained by Licensee pursuant the Conditional Use Permit becomes obsolete, or if Licensee abandons the infrastructure, the Town shall have the right, but not the obligation, to terminate this License Agreement, effective immediately upon providing Licensee with written notice of such termination.
- c. Upon termination of this License Agreement, Licensee shall restore the Site Area to its original condition existing prior to the Effective Date, less normal wear and tear, as determined by the Town. Any personal property of Licensee placed temporarily on the Site Area pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.
- d. The Town shall have the right to temporarily suspend Licensee's use of all or part of the Site Area in order to make necessary repairs and/or maintain the Site Area or the ROW by giving the Licensee thirty (30) days' written notice. In such case, Licensee shall be responsible for removing any movable materials or other personal property from the Site Area, if possible and as necessary for the Town to complete its repairs or maintenance.
- e. Notwithstanding any other provision contained herein, the Town reserves the right to terminate this License Agreement should the Town determine the Site Area or surrounding area is no longer compatible with the activities allowed pursuant to this License Agreement, by giving Licensee six (6) months' written notice.

11. LICENSE FEES.

a. To be paid by Licensee:

- i. During the Term of this License Agreement, Licensee shall post a \$500.00 cash performance bond for each pole/unit to be installed to assure full compliance with the terms hereof (the "**Performance Bond**"). The Performance Bond may be applied to any unpaid fines or charges outstanding for more than forty-five (45) days at any time during the Term. The Performance Bond shall be refunded thirty (30) days after the expiration and/or termination of this License Agreement; provided, however, that the Town shall be entitled to retain the Performance Bond for an additional three hundred sixty-five (365) days to secure the obligations of any unresolved pending action remaining at the end of said thirty (30) day period.
- ii. Licensee shall bear all costs and expenses related to the construction and/or maintenance of any utility and other amenities needed by Licensee in connection with the exercise of it rights pursuant to the License.
- iii. Licensee shall bear all costs for any and all improvements to the Site Area, which are reasonably required by the Town, pursuant to applicable health and safety laws, ordinances, and/or regulations, to limit hazards or dangers and provide for the safe operation of the Site Area.
- b. By the Town:
 - i. The Town shall not be required to make any improvements to the Site Area or expend any money for the benefit of Licensee.

12. ADDITIONAL TERMS AND CONDITIONS.

- a. Licensee shall comply with all applicable local, state, and federal rules, regulations, and laws.
- b. In the event the Licensee sells, leases, or relinquishes control of the Conditional Use Permit, Licensee shall immediately notify the office of the Town Manager.
- c. In the event of any legal action between the Parties with respect to this License Agreement and the License herein granted, the prevailing party in any such action shall be entitled to recover their costs incurred therein, including reasonable attorney's fees. Jurisdiction and venue for any such action shall be in the state courts located in San Miguel County, Colorado.
- d. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof, without the Town's prior written approval.
- e. This License Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- f. The Town and its officers, attorneys, and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
- g. No provision of this Agreement shall be construed or interpreted: (a) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a donation or grant to or in aid of any person, company, or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.
- 13. <u>NOTICE</u>. All notices, demands, or writings required or permitted to be given hereunder, shall be deemed to have been fully given or made or sent when made in writing and delivered either by (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail; or (iv) commercial overnight courier that guarantees next day delivery and provides a receipt, so long as these are addressed and/or delivered to the Party as follows

(with the understanding that the mailing addresses, email addresses or fax numbers below may be changed by sending written notice to each Party notifying the Party of the change).

<u>If to Licensee</u> : Attn:
Toro Vertical, Inc. d/b/a Toro Blanco Group

Email: ______ Phone:

If to the Town:

Attn: Paul Wisor, Town Manager Town of Mountain Village 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: <u>pwisor@mtnvillage.org</u> Phone: (970) 729-2654

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement as of the Effective Date.

TOWN:

Town of Mountain Village, a Colorado home rule municipality

By:

Paul Wisor, Town Manager

LICENSEE:

Toro Vertical, Inc. d/b/a Toro Blanco Group

By:

[Name, Title]

Exhibit A

[MAP OF SITE AREA]

From:	Kristen Munroe
To:	<u>cd</u>
Subject:	Regarding Toro Blanco installation of telecommunications poles
Date:	Wednesday, June 12, 2024 10:40:18 AM

Caution: External Message - Please be cautious when opening links or attachments in email.

To whom it may concern:

We have a house close to Mountain Village Blvd and Victoria Drive . I am curious if this is a location you are considering? The reason I ask is the section of land from Victoria to the first knoll towards the village has no trees lining the street. The noise pollution is quite high from the street to the houses close to the road. And the town is growing so much with lots more traffic on that street now and in the future that noise pollution will just keep growing. I was wondering if you put a pole there would you consider 'landscaping' that area also. We would be happy to support! This is probably not in your original scope but I wanted to write to see if it could be considered as part of this.

Thank you,

Kristen Munroe

From:	Marsden, Paul D
To:	<u>cd</u>
Cc:	Keith Hampton; Elicia Moses; elkridgemanor@gmail.com
Subject:	Toro Blanco Group, LLC
Date:	Monday, June 3, 2024 5:23:41 PM
Attachments:	preview.png

Caution: External Message - Please be cautious when opening links or attachments in email.

To whom it may concern:

As a member of Eldridge Management, LLC, I am writing representing the owners of 225 Ridgeline Drive, as we have been invited to comment on this development application for locating a new 5G communications tower within 400 feet of this property in Mountain Village.

We are extremely concerned about this matter and strongly object. While it is imperative that the cellular communication infrastructure around Mountain Village is improved, this solution and the proposed locations need to have further engineering, health and economic evaluation.

While there are wide ranging opinions around the short and long term health implications of close proximity to these higher energy communications towers, there is nothing conclusive around there being no health risk. This is our fundamental objection.

The British Medical Journal cited such lack of certainty back in 2021. https://www.bmj.com/company/newsroom/stop-global-roll-out-of-5g-networks-until-safety-is-confirmed-urgesexpert/

This is further expanded upon here in the United States, by the Environmental Health Trust, who's independent mission is rich on scientific basis, and largely immune to bias of the cellular communications companies who are responsible for the implementation. It is most interesting to note that there are no commercial reasonable paths to insurance for the consequences and long term liabilities for exposure, which certainly supports reasonable doubt as to the ultimate safety.

https://ehtrust.org/liability-and-risk-from-5g-and-cell-towers/

There are multiple sources that cite, consistently, that the range of a 5G tower is 1.5-1.6 miles; and that the safe distance is 400m or more (1300 feet). Given the reasonably dispersed accommodation in and around Mountain Village, these and other such criteria should be taken heed of, where the service can be provided and health concerns taken into consideration.

Second to the health concerns is the well proven impact to property values, with some 15-20% impact to property prices frequently cited. While some other sources cite increases to property values, this is in the context of urban environments where demands and demographics are fundamentally different to Mountain Village.

https://ehtrust.org/cell-phone-towers-lower-property-values-documentationresearch/#:~:text=Research%20finds%2C%20cell%20towers%2C%205G.property%20values%20up%20to%2020%25.

	The Effect of Distance	
	to Cell Phone Towers on	
	House Prices in Florida	
Ns article outlines		
be results of a study	by Sandy Bond, PhD	
arried out in Florida 2004 regarding the		
fiel that cell phone		
ower preximity has	T	
n residential prop-	be siting of cellular phone transmitting antennas, their base stations, and	
rey proces, the story proived an analysis	the lowers that support them (lowers) is a public concern due to lears of potential	
residential property	health hazards from the electromagnetic fields that these devices emit. Negative	
ales transaction data.	media attention to the potential health hazards has only faeled the perception	
loth Gits and multiple spreador analysis in	of uncertainty over the health effects. Other regularly voiced concerns about the siting of these towers are the unsightliness of the structures and from of lowered	
bedenic hamework	property values. However, the extent to which such attitudes are reflected in	
ere used to determine	lower property values affected by tower proximity is controversial.	
to effect of linear	This article outlines the results of a cell phone tower study carried out in Florida in 2004 to show the effect that distance to a tower has an residential	
istance of homes to overs on residential	Florida in 2004 to show the effect that distance to a tower has on residential property prices. It follows on from several New Zealand (NZ) studies conducted	
roperty prices. The	in 2005.1 The first of the NZ studies examined residents' perceptions toward	
mults of the research	living near towers, while the most recent NZ study adopted GIS to measure the	
how that prices of	impact that distance to a tower has on residential property prices using multiple regression analysis in a hedonic pricing framework. The study presented in this	
roperties decreased v just over 2%, es	regression analysis in a neurine pricing transework. The study presented in this article was conducted to determine if homeowners in the United States make price	
verage, after a tawer	adjustments that are similar to those of NZ homeowners when buying properties	
os built. This effect	near towers, and hence, whether the results can be generally applied.	
snerally diminished (1) distance from the	The article commences with a brief literature review of the previous NZ studies for the readers' convenience. The next section describes the research	
rith distance from the over and was almost	data and methodology used. The results are then discussed. The final section	
egligible after about	provides a summary and conclusion.	
86 feet.		
	 Sangh Bood and Re-Range Mang, "The Impact of Cell Phone Steens: on Hause Prices in the extential Heighton- heels," The Appendial Journal Cell Point (1977). S. B. Bond, and K. Baselah, "Childhead Theor Theorem Proceeding Impact on Neuroscientia and Pointer Nations," North Net Neurophy Neurosci National 31, 61–82 (2020); 1984; 377), and S. Bond, and J. San, "Cell Prove Neurosci Phonosci Pointer American Science and Delay 1994; S. Bond, and and North Neurosci Phonosci Pointer American Science and American Delay 1994; A. B. Bond, and and North Neurosci Phonosci Pointer American Science and American Delay 1994; A. B. Bond, and an J. San, "Cell Prove Impact Phonosci Phonosci Phonosci Phonosci Neurosci Phonosci Phone	

As such, we strongly object to this development and plan on joining the meeting to express these views and require that this be fundamentally re-evaluated.

Regards, Paul Marsden

Eldridge Management, LLC.

From:	Peter Yates
То:	<u>cd</u>
Subject:	5G poles
Date:	Thursday, June 13, 2024 11:14:59 AM

Caution: External Message - Please be cautious when opening links or attachments in email.

Hi,

I am a homeowner at 260 Double Eagle Drive and recently received notification of the proposed 5G tower installation.

Having reviewed the proposal on the website I do have some questions:

1) Am I correct in determining each pole is 32' high above ground level? If they are, I do not believe the renderings quite reflect that.

2) Can you provide details of the exact location of the Adams/Double eagle bus stop tower please? I am assuming that location is closest to my home.

Thank you for your assistance.

Regards,

Peter

From:	Julie Zahniser
То:	<u>cd</u>
Cc:	Julie Zahniser
Subject:	Proposed Development for New Telecommunications Smart Pole
Date:	Thursday, July 11, 2024 11:29:05 AM

Caution: External Message - Please be cautious when opening links or attachments in email.

I want to express my opposition to the proposal for 5G Smart Poles in Mountain Village.

5G smart poles have not been adequately tested for safety and I have grave concerns about a pole being located close to my home at Bear Creek Lodge or near the homes of other people in Mountain Village. 5G is a lot like asbestos – it's harms are undetectable and in voting for this you will not know until years later what harm you have done.

The deployment of the 800,000 5G "small" cell antennas on poles near every few homes has begun and is progressing quickly. Most of these antennas are 4G and some will utilize millimeter wave frequencies. Studies show profound bioeffects from millimeter waves as well. Federal laws and FCC regulations enabled this forced deployment by removing any barriers, preempting municipal authority, and giving the wireless industry almost unlimited access to our public rights of ways.

These antennas are being forced on residents within a few feet of their homes without their informed consent, and they are being prevented from effectively objecting from their installation on any grounds, including health. These antennas may be smaller but because of their proximity, they increase the levels of radiation on our streets by thousands of times. Families who have had these "small" antennas installed near their homes are becoming sick, sometimes within days after they are installed. There is a reason why insurance companies refuse to insure the wireless industry for health effects.

The following are some resources you should consider before approving:

<u>"The 5G Trojan Horse" Documentary • Children's Health Defense</u> (childrenshealthdefense.org)

<u>CHD Gives Notice to FCC Against 5G Cell Towers on Homes—Ex-Parte Letter</u> <u>Receives Over 15,000 Signatures! • Children's Health Defense</u> (childrenshealthdefense.org)

PLEASE DO NOT VOTE TO APPROVE THIS!!

Julie Zahniser

135 San Joaquin Rd #304

Telluride, CO 81435

772-332-9706 JulieZahniser@gmail.com