



October 24, 2019

Rachel Teixeira
Planner II
Land Use Review Division
30 S. Nevada Ave., Suite 105
Colorado Springs, CO 80901

DEVELOPMENT PLAN AR CM2 19-000124

A Planning and Zoning Commission hearing was held on September 13, 2019 for the Vertical Bridge monopole tower structural hardening project near Avondale Drive and Constitution Avenue in Colorado Springs, Colorado. As a result of concerns raised by some Commissioners, Kimley-Horn submits this letter to formally clarify the following items on the plans:

1. Plan notes referring to “removal and replacement” of the existing monopole tower will be corrected in all future plans that must be filed to accurately state that the existing monopole tower will remain and will be structurally hardened, as is accurately depicted on the development plans and construction drawings.
2. The outline shown on the plans as a “lease area” has no relevance and will be removed in all future plans that must be filed, because there is no defined “lease area” and Vertical Bridge has the right to develop the entire five acres per their agreement with the property owner.
3. Notes will be added to all future plans that must be filed to clarify that the proposed steel sleeve and proposed concrete foundation will be structurally integrated with the existing monopole tower and existing concrete foundation. Notes will indicate that the specific design details for this structural hardening of the existing tower and foundation will be included in the construction drawings. As was stated at the hearing, it is standard and customary for this level of detail to be included in construction drawings, but not in drawings presented at the development plan approval stage.

The intent of this letter is to formally document the above three clarifying items for the City Planning Department and for the City Council’s consideration.

If you have any questions, please contact me at 719-284-7272 or john.heiberger@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

John Heiberger, P.E.
Project Manager / Associate

BEFORE THE COLORADO SPRINGS, CO, CITY COUNCIL

In re: Application of Vertical Bridge)
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File No: AR CM2 19-000124

AFFIDAVIT OF TIMOTHY TUCK

STATE OF FLORIDA)
) SS
CITY OF BOCA RATON)

Timothy Tuck, being duly sworn, hereby deposes and states:

1. I make the statements herein under oath and penalty of perjury based upon my own personal knowledge and state that the information I am providing is complete, true, and correct to best of my knowledge.

2. I am the Director of Leasing for the applicant Vertical Bridge. In that capacity, I review and oversee the many leases that Vertical Bridge enters into around the United States.

3. I have reviewed and am familiar with Vertical Bridge’s Master Lease Agreement and its Marketing and Right to Lease Agreement (the “Agreements”) with affiliates of CenturyLink, the successor to Mountain States Telephone and Telegraph and the owner of the 5.1-acre site at issue in this application. The Agreements were executed on December 5, 2016.

4. Under the Agreements, Vertical Bridge has the right to develop and market hundreds of sites owned or controlled by CenturyLink and its affiliates for the deployment of cellular technology.

5. The 5.1-acre site that is the subject of this application is among the sites covered by the Agreements.

6. Under the Agreements, Vertical Bridge has the right to use and employ all of the land at the 5.1-acre site that is necessary for the successful deployment of cellular equipment and the leasing of space on the existing tower for the operation of cellular equipment.


7. The site is listed on the agreements in this way:

CTL Unique ID#	VB Site ID #	Street Address	City	State	Geoline 1A Latitude	Geoline 1A Longitude	Geoline 1A Tower Height
3026	US-CO-8093	2501 Avondale	Colorado Springs	CO	38.870475	-104.73845	98.8


8. Nowhere in the Agreements is Vertical Bridge's right to develop, access, or otherwise employ the sites limited to small bounded areas that are smaller than the ownership and possession rights of CenturyLink or its affiliates. Nowhere in the Agreements is Vertical Bridge's right to develop, access, or otherwise employ the sites limited to current fenced-in areas surrounding existing towers.

9. Any reference to a "lease area" or "leased area" in the plans submitted by Vertical Bridge's project manager Kimley-Horn does not reflect or depict Vertical Bridge's rights to the site, nor does such a reference depict an area that Vertical Bridge is leasing under the Agreements. Vertical Bridge has rights to the entire 5.1-acre site.

10. Vertical Bridge considers the Agreements confidential and proprietary. Release of the Agreements in their entirety would potentially damage Vertical Bridge's business and its competitive standing within the industry.

By: 
Timothy Tuck

Subscribed and sworn before me
on this 24th day of October, 2019.


Notary Public



My Commission Expires: April 14, 2020