

1. Board Of Adjustment Packet

Documents:

[JULY 19, 2016 - 1310 IOWA AVENUE WEST SPECIAL USE PERMIT - ITEM 3.PDF](#)

[JULY 19, 2016 - AGENDA - ITEM 1.PDF](#)

[JULY 19, 2016 - HOUSING AND COMMUNITY DEVELOPMENT MEMO - ITEM 2.PDF](#)



Michelle Spohnheimer
Housing & Community Development Director
36 North Center Street
Marshalltown, Iowa 50158

Dear Ms. Spohnheimer

Alliant Energy plans to replace the existing Tower with a similar Tower at the same site, located at 1310 Iowa Avenue West, Marshalltown Iowa 50158. The Tower is owned by Interstate Power & Light Company (Alliant Energy); the Landowner is ITC Midwest, LLC.

I have included with this letter the site plan for the replacement tower and a picture of the site. Both of the Towers are the same height. The existing Tower is 295' and the replacement Tower will be 295'. The Towers are placed in the same location at the same site, twenty to thirty feet (20'-30') apart. The lighting for each of the Towers has and will meet the same government standard.

Differences in the two towers are: the existing Tower is supported by guy-wire and anchor and its replacement will be a Self-Supported Lattice Tower.

The Easement area on which the Tower sits is 21 Acres. _____

The Existing Tower will be removed in approximately 30 days after the replacement Tower is erected.

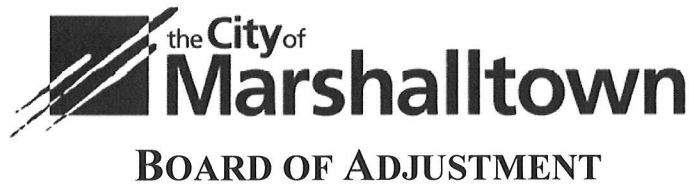
If there is a need for further information or explanation, don't hesitate to call or email me.

Thank You,

A handwritten signature in blue ink, appearing to read "Lawrence T. Bryant", with a long horizontal flourish extending to the right.

Lawrence T. Bryant
Real Estate & Right of Way Representative-II
Office: 319-786-4427
LawrenceBryant@alliantenergy.com

DATE SUBMITTED & FEE PAID: _____
HEARING DATE: _____



Special Use & Home Occupation Special Use Permit Application

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742

All items listed must be submitted with this application:

- ☒ **A site plan, drawn in ink to scale.** This site plan shall not be larger than 11" X 17."
- ☒ **Any other applicable drawings or diagrams.** Home Occupation Special use permits must submit a floor plan diagram.
- ☒ **Application fee.** A \$300 fee is required for a special use request (\$50 for a Home Occupation Special Use request). Make check payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Housing Department.
- ☒ **Legal description of the property.** The property owner should have a copy of the legal description of the property. *Please note that the tax description on the Marshall County assessor's webpage is NOT the legal description.* The legal description is listed on the property's abstract or owners may obtain a copy of the recorded deed from the Marshall County Recorder's Office for a fee.

It is the burden of the applicant to provide sufficient facts with this application and at the Board of Adjustment meeting to support a finding that all the standards for approval have been met. For all special use requests, with the exception of a Home Occupation Special Use request, the Plan & Zoning Commission shall first review the proposal and make a recommendation to the Board of Adjustment.

Attendance at all meetings is required.

Please type or print legibly in ink.

Property Address: 1310 Iowa Avenue W

Owner: Interstate Power and Light Company

Mailing Address: 200 First Street SE, Cedar Rapids, Iowa 52401

Phone:

Email:

Owner's Agent (if applicable): Lawrence Bryant

Agent Address: 200 First Street SE, Cedar Rapids, Iowa 52401

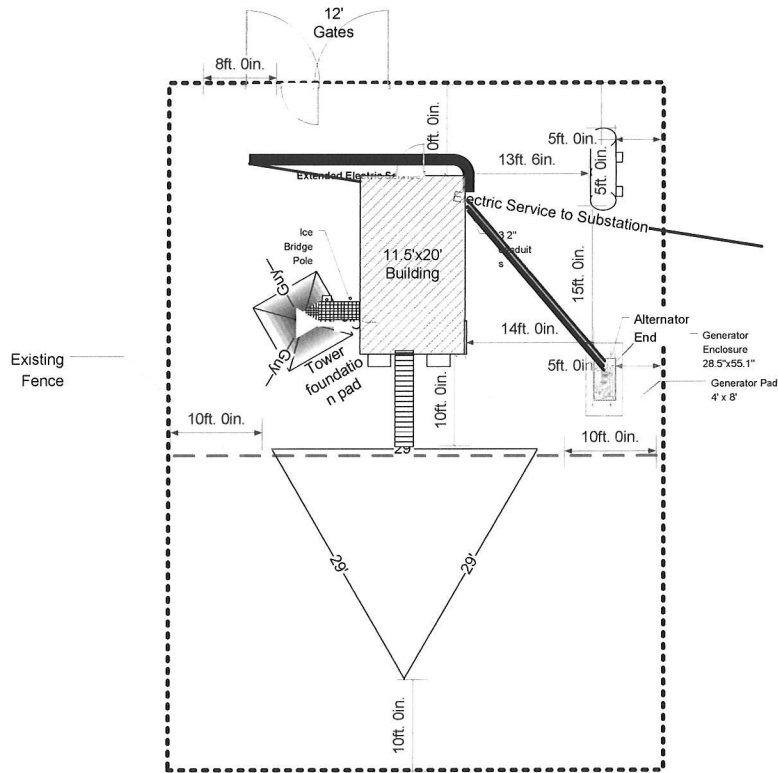
Agent Phone: 319-786-4427

Agent Email: LawrenceBryant@alliantenergy.com

The board will use this information to review your request. Please attach any additional supporting information. If you have any questions, please contact the Zoning Department at 754-5756.

Please describe the request and what justification there is for the proposal. Attach additional pages if necessary. If applicable, please provide a description of the business or use, discuss any signage to be used, and parking issues.

Owner/Agent Signature: *Lawrence T. Bryant*
Date:



54' x 76' Compound

No	DATE	REVISION	BY	APVD

CONFIDENTIAL

ALLIANT ENERGY

50270-02-01 Timber Creek Site Plan/vid		
DATE	PAGE	CREATED BY
9/02/2012	1 OF 2	Rick Grace
50277-02-01		



Lincoln Hwy

1310 Iowa Ave W

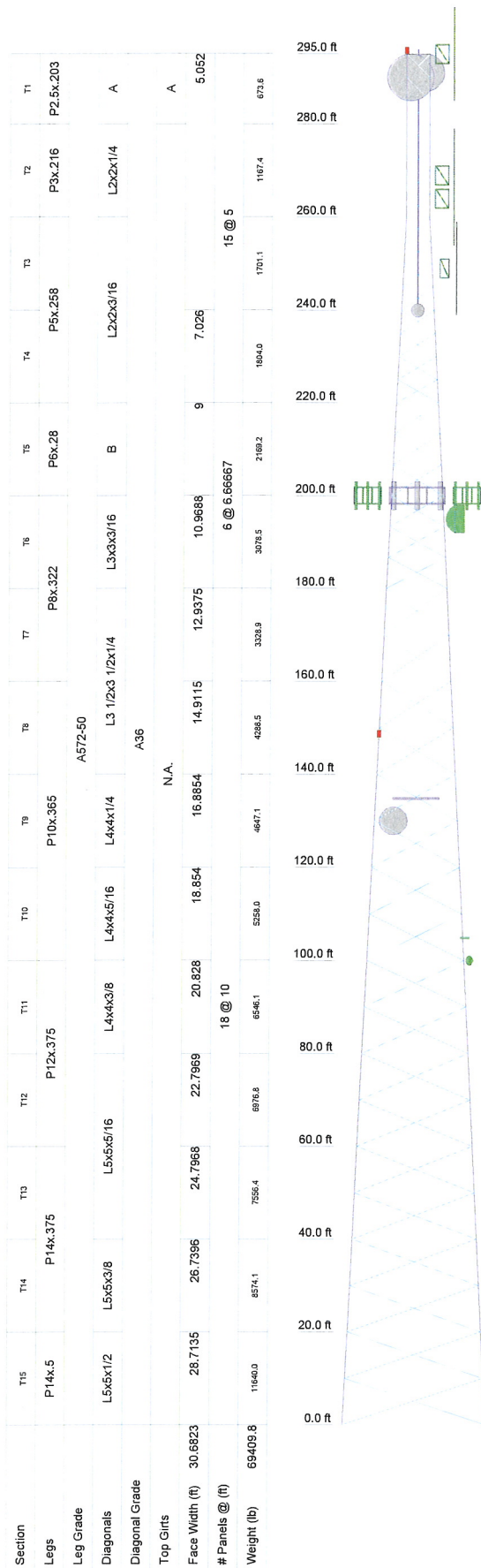


Google earth

© 2016 Google

300 ft





DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
Flash Beacon Lighting	295	DB810KE-XT	249
DB810KE-XT	295	6' EEI SIDEARM	249
6' EEI SIDEARM	295	HG2425DPD	240
PAR8-59	291	(3) 8' X 1' X 6" PANEL	200
PAR10-59A	290	(3) 1' x 1' x 6" TMA	200
DS8A10F36U-D	286	(3) 1' x 1' x 6" TMA	200
6' EEI SIDEARM	286	(3) 1' x 1' x 6" TMA	200
DB810KE-XT	286	(3) 14' EEI T-FRAMES SS	200
6' EEI SIDEARM	286	(3) 8' X 1' X 6" PANEL	200
DB809KE-XT	269	(3) 8' X 1' X 6" PANEL	200
6' EEI SIDEARM	269	VHLP6-11	195
DS8A10F36U-D	266	Obstruction Lights	148
6' EEI SIDEARM	266	6' Ice Shield	135
DB809KE-XT	264	VHLP6-11	130
6' EEI SIDEARM	264	2' Ice Shield	105
DB224-B	250	P2F-52	100
6' EEI SIDEARM	250		

SYMBOL LIST

MARK	SIZE	MARK	SIZE
A	L1 3/4x1 3/4x3/16	B	L2 1/2x2 1/2x3/16

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A36	36 ksi	58 ksi

TOWER DESIGN NOTES

1. Tower is located in Marshall County, Iowa.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 90 mph basic wind in accordance with the TIA-222-G Standard.
4. Tower is also designed for a 40 mph basic wind with 0.75 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Structure Class III.
7. Topographic Category 1 with Crest Height of 0.00 ft
8. Weld together tower sections have flange connections.
9. Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222 and AISC Specifications.
10. Tower members are "hot dipped" galvanized in accordance with ASTM A123 and ASTM A153 Standards.
11. Welds are fabricated with ER-70S-6 electrodes.
12. TOWER RATING: 74.5%

ALL REACTIONS
ARE FACTORED

MAX. CORNER REACTIONS AT BASE:

DOWN: 568698 lb
SHEAR: 61208 lb

UPLIFT: -475731 lb
SHEAR: 51475 lb



TORQUE 5382 lb-ft
40 mph WIND - 0.7500 in ICE



TORQUE 22931 lb-ft
REACTIONS - 90 mph WIND

Ehresmann Engineering Inc.

4400 West 31st. Street
Yankton, SD 57078
Phone: (605) 665-7532
FAX: (605) 665-9780

Job: **TIMBER CREEK, IA**

P8274-1

Project: **295' EEI SSTA SELF SUPPORTING TOWER**

Client: **ALLIANT - RICHARD GRACE**

Drawn by: **CD**

App'd:

Code: **TIA-222-G**

Date: **03/29/16**

Scale: **NTS**

Path:

Dwg No. **E-1**

Z:\POCKET2\QUOTES\JOB\295' EEI SSTA SELF SUPPORTING TOWER\TIMBER CREEK, IA\P8274-1 - TIMBER CREEK, IA - 295' EEI SSTA - 03-29-16.dwg

LEGAL DESCRIPTION

MARSHALLTOWN-TIMBER CREEK TOWER SITE

A parcel of land lying within Lot 5 and Lot 6 of the Subdivision of the North One-half, Northwest Quarter, Section 15, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, more particularly described as follows: Commencing at the Northwest corner of said Section 15; thence South 7° 04' 30" East, 380.03 feet along the West line of said Northwest Quarter to the Northwest corner of said Lot 5; thence North 85° 56' 48" East, 873.70 feet along the North line of said Lot 5 to the Point of Beginning; thence continuing North 85° 56' 48" East, 993.28 feet along said North line of Lot 5 and the North line of said Lot 6; thence South 6° 03' 37" East, 925.73 feet along the West line of a parcel recorded in Book B-21, Page 18, Marshall County Recorder's Office, to the North right of way line of Relocated Primary Road Number U.S.30; thence South 86° 33' 00" West, 868.30 feet along said North right of way line; thence South 79° 11' 30" West, 125.70 feet along said North right of way line; thence North 6° 03' 37" West, 931.38 feet to the point of beginning.



Doc ID: 003589330006 Type: LAN
Kind: EASEMENT
Recorded: 01/27/2011 at 08:43:42 AM
Fee Amt: \$34.00 Page 1 of 6
Marshall County Iowa
Karen Squiers County Recorder

File **2011-00000633**

^{34.00} *ll*
E * *ll*

Return to: Jeanne Archie - ITC Midwest LLC - 123 5th Street, SE, Cedar Rapids, Iowa 52401 (319)297-6764
Prepared By: Jeanne Archie - ITC Midwest LLC - 123 5th Street, SE, Cedar Rapids, Iowa 52401 (319)297-6764

TOWER SITE EASEMENT AGREEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **ITC MIDWEST LLC, ("Grantor")**, a Michigan limited liability company, 123 Fifth Street, SE, Cedar Rapids, Iowa 52401, does hereby warrant and convey unto **INTERSTATE POWER AND LIGHT COMPANY, an Iowa Corporation, its successor and assigns, ("Grantee")**, P.O. Box 351, Cedar Rapids, IA 52406-0351, a perpetual easement with the right, privilege and authority to own, reconstruct, maintain, and operate, a radio/microwave installation including a tower for multiple antenna equipment, concrete footings, equipment building, guy wires and related facilities necessary for the transmission of radio signals ("Tower Facility") and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Marshall, and the State of Iowa:

See Exhibit A attached hereto

(the "Property"). Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantee's rights are subject to the following terms and conditions:

1. JOINT USE OF PROPERTY: It is agreed and understood that following the date of this Easement Agreement, both Grantor and Grantee will have facilities located upon the above described Property. Grantor and Grantee shall work together and cooperate fully to allow each other access to and use of their respective facilities. Grantor and Grantee agree not to construct, install or place, or permit to be constructed, installed or placed upon the Property described herein, any additional buildings, structures, plants, or other obstruction which may interfere with or impede the use of the Property by either party, without the mutual consent of the other party, such consent not to be unreasonably withheld

2. ABANDONMENT / BREACH: In the event Grantee determines to permanently abandon all or a substantial part of the easement herein granted, then within three (3) months after the abandonment, Grantee shall restore such abandoned portion as nearly as possible to its original condition, including removal of any and all Tower Facility equipment, and shall give Grantor a recordable document concerning this abandonment.

3. LAWS AND REGULATIONS; GOVERNING LAW: Grantee assumes sole responsibility for maintenance and operation of said Tower Facility; Grantee shall, without cost to Grantor, comply with all local, state and federal laws, rules, regulations and ordinances of all governmental authorities with jurisdiction concerning Grantee's use of the Property. The parties agree that this Easement shall be governed by the laws of the State of Iowa.

4. INDEMNITY: Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, losses, damages, cost and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to Grantee's use or occupancy of the Property, a default of this Easement, or arising in any manner out of the acts or omissions of Grantee its agents, employees, or contractors in connection with the Easement or with the use or occupancy of the Property, or with respect to the violation of any laws, including without limitation, any environmental laws. Grantee shall indemnify and defend Grantor for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under Grantee and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by Grantor in connection with any such lien or encumbrance or any action or proceeding brought thereon. Notwithstanding the above, Grantee shall not be required to indemnify or defend Grantor for any injuries (or death) to persons or damage to property caused by the negligence or willful misconduct of Grantor, Grantor's authorized user, or Grantor's agents, employees, contractors, subcontractors, invitees or licensees.

5. RESTRICTIONS ON GRANTEE: HAZARDOUS SUBSTANCES: Grantee shall not cause nor permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Property by Grantee, its agents, employees, contractors or invitees, except that Grantee may use such substances as are usually and customarily used in the industry, but only (i) in quantities so needed for such use, (ii) in strict compliance with any and all applicable laws. If Hazardous Substances are used, stored, generated, or disposed of on or in the Property by Grantee, its agents, employees, contractors or invitees in violation of applicable legal requirements, or if the Property become contaminated in any manner for which Grantee is legally liable, Grantee shall indemnify, defend, and hold harmless Grantor pursuant to Paragraph 4 herein. As used herein, "Hazardous Substance" means any substance which is listed as "hazardous" or "toxic" or listed in the regulations implementing CERCLA.

6. INSURANCE: Grantee agrees to maintain, at its' own cost and expense, general and automobile liability, worker's compensation, and other forms of insurance relating to their operations for the life of this Easement Agreement in the manner, and amounts, as are usual and customary for similarly situated companies in its' respective industries. Upon request, Grantee shall provide to Grantor, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Grantee under this Easement Agreement. Certificates of insurance shall provide the following information:

- name of insurance company, policy number and expiration date;
- the coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of the Grantee; and
- a statement indicating that the Grantee shall endeavor to provide at least thirty (30) days' prior written notice of cancellation of a policy.

If any insurance is written on a "claims made" basis, the Grantee shall maintain the coverage for a minimum of three (3) years after the termination of this Easement Agreement.

Policies or Certificates of Insurance evidencing such insurance shall name Grantor as an additional insured.

7. SUCCESSORS AND ASSIGNS. This Easement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto. However, the Easement shall not be assigned or in any manner transferred nor said Property or any part thereof used or occupied by any party other than Grantee without the written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

8. OTHER PROVISIONS.

A.) Grantor and Grantee agree not to construct, install or place, or permit to be constructed, installed or placed upon the Property described herein, any additional buildings, structures, plants, or other obstruction which may interfere with or impede the use of the Property by either party, without the mutual consent of the other party, such consent not to be unreasonably withheld.

B.) Grantor retains the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantor or Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said Tower Facility, or equipment appurtenant thereto.

C.) The Grantee, its contractor or agent, may enter said Property for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

D.) The Grantor also grants to the Grantee, as well as the Grantee's employees, agents, subcontractors, lenders and invitees the right of ingress and egress to said Property, over/under lands now owned by the Grantor, for the purpose of reconstructing, maintaining, operating, patrolling, repairing and removing the Tower Facility, and the Grantee agrees to pay to the Grantor or its tenants all damages done to the lands, fences, livestock or crops of the Grantor or its tenants, by the Grantee or its employees while constructing, reconstructing, removing, patrolling, repairing, operating or maintaining said Tower Facility, or equipment appurtenant thereto.

Signed this 5th day of January, 2011, 2010:

GRANTOR:

ITC Midwest LLC, By ITC Holdings Corp., Its Sole Member

By: 

Christine Mason Soneral
Its Vice President and General Counsel, Utility Operations

ALL PURPOSE ACKNOWLEDGMENT

STATE OF MICHIGAN
COUNTY OF OAKLAND ss:

On this 5th day of JANUARY, AD. 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared

Christine Mason Soneral

_____ to me personally known

or _____ provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL

(Sign in Ink)

(Print/type name)

Notary Public in and for the State of MICHIGAN

LINDA E. SWEENEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE

MY COMMISSION EXPIRES May 28, 2015
ACTING IN COUNTY OF OAKLAND

ELECLNES.DOC/REVISED 12/17/10

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

ITC Midwest LLC by
ITC Holdings Corp.

GRANTEE:

INTERSTATE POWER AND LIGHT COMPANY

By: Tom Allen

Printed Name: Tom L. Allen

ALL PURPOSE ACKNOWLEDGMENT

STATE OF OKLA

COUNTY OF _____ ss:

On this 17th day of Dec., AD. 2010 before me,
the undersigned, a Notary Public in and for said State,
personally appeared

TOM L. ALLEN

X to me personally known

or _____ provided to me on the basis of
satisfactory evidence to be the persons(s) whose name(s)
is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted,
executed the instrument.

NOTARY SEAL

Heather Dee
(Sign in Ink)

HEATHER DEE
(Print/type name)

Notary Public in and for the State of OKLA

CAPACITY CLAIMED BY SIGNER

____ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s):
PRESIDENT

____ N/A
____ Corporate Seal is affixed
X No Corporate Seal procured

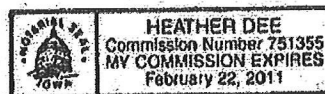
____ PARTNER(s)
____ Limited Partnership
____ General Partnership

____ ATTORNEY-IN-FACT
____ EXECUTOR(s),
____ ADMINISTRATOR(s),
____ or TRUSTEE(s):
____ GUARDIAN(s)
____ or CONSERVATOR(s)
____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

INTERSTATE POWER
AND LIGHT COMPANY





Notice of Public Meeting
BOARD OF ADJUSTMENT

Agenda for Tuesday, July 19, 2016 – 5:00 p.m.
City Council Chambers, City Hall
10 West State Street, Marshalltown IA

Committee Members:

Kelli Thurston
Kevin Hitchins, Chair
G Ward Miller

David Schulze
Bob Wenner

Call to Order:

Roll Call:

1. Approve Agenda
2. Review and approval of the Minutes from 06/21/2016

Old Business:

None

New Business:

3. **PUBLIC HEARING:**
Special Use Permit request for Interstate power & Light for a tower at 1310 Iowa Avenue West.

Date Agenda Posted: 07/15/16



James L. Lowrance, Mayor
Randy A Wetmore, City Administrator
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

Housing & Community Development

TO: Board of Adjustment

FROM: Michelle Spohnheimer, Housing & Community Development Director

A handwritten signature in black ink, appearing to be "MS", located to the right of the "FROM:" line.

DATE: July 19, 2016 Meeting

PUBLIC HEARING:

Special Use Permit - Interstate Power & Light – tower at 1310 Iowa Avenue West.

Alliant Energy has an existing tower at 1310 Iowa Avenue West. They are looking to replace that tower with a new tower at approximately the same location. The style of tower will change to a self-supporting lattice style tower measuring 295' in height. The location will be approximately 30' away to allow for construction while the existing tower remains active. The existing tower will be removed upon completion. The Plan Zoning Commission recommended approval at their regular meeting on July 14, 2016. Staff recommends approval of the request.

City Council
Leon Lamer, Mike Gowdy, Al Hoop, Joel Greer
Robert Schubert, Bill Martin, Bethany Wirin

