



**PLEASANT HILL CITY COUNCIL
REGULAR SESSION
OCTOBER 11, 2016
6:30 PM**

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF AGENDA

3. NATIONAL COMMUNITY PLANNING MONTH PROCLAMATION

4. PUBLIC INPUT (5 MINUTES FOR ITEMS NOT ON THE AGENDA)

5. CONSENT ITEMS

- a. Council Minutes - dated 09-27-16
- b. Claims Listing - dated 10-11-16
- c. Liquor License Renewal – Hy-Vee Market Café, 4815 Maple Dr.
- d. Liquor License Renewal – Casey's General Store #2406, 1125 N. Hickory Blvd.
- e. Library Board Minutes dated 08-25-16
- f. Public Works Dept Report - dated September 2016
- g. Fire Dept Report - dated September 2016

6. BUSINESS ITEMS

- a. **Resolution #101116-01** - Accepting an Offer for the Acquisition of Partial Fee Title and Temporary Construction Easement for the Pleasant Hill Boulevard / Vandalia Road Improvements Project
- b. **Resolution #101116-02** – Termination of Agreement with Norfolk Southern Railway Company
- c. Second reading of **Ordinance 809** - Rezoning A-1 Agricultural to R1-90 Single Family Residential – Lots 2, 3, and 4, in Block 4, Rising Sun
- d. Third reading of **Ordinance 808** – Amending Chapter 163 Fire Code
- e. **Resolution #101116-03** – Approval of a Site Plan for Tower Co for the Relocation of Wireless Communications Facilities in Sunrise Park at 5414 East Oakwood Drive
- f. **Resolution #101116-04** – Setting a Hearing for Consideration of a Lease agreement with Tower Co for the Relocation of Wireless Communication Facilities in Sunrise Park at 5414 East Oakwood Drive
- g. **Resolution #101116-05** – Approval of a Site Plan for the Orange Planet at 5650 Metro East Drive
- h. **Resolution #101116-06** – Approval of Agreement for Professional Engineering Services for Copper Creek Drainage Study
- i. **Resolution #101116-07** – Approval of an Agreement for Professional Engineering Services for the 43rd Street Patching and Overlay Project

7. CLOSING COMMENT

- 8. CLOSED SESSION-** Pursuant to Iowa Code Section 21.5.1 (j) To Discuss with Council the Purchase of Particular Real Estate

9. ADJOURNMENT



COMMUNITY PLANNING MONTH PROCLAMATION



WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commission and other citizen planners who have contributed their time and expertise to the improvement of the City of Pleasant Hill; and

WHEREAS, We recognize the many valuable contributions made by professional city planners of the City of Pleasant Hill and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW THEREFORE, I, Sara Kurovski, Mayor of the City of Pleasant Hill, Iowa do hereby proclaim that the month of October is hereby designated as **Community Planning Month** in the City of Pleasant Hill in conjunction with the celebration of National Community Planning Month.

DATED AND SIGNED THIS 11th DAY OF OCTOBER, 2016

Sara Kurovski, Mayor

**PLEASANT HILL CITY COUNCIL
REGULAR SESSION
September 27, 2016
6:30 PM**

1. CALL TO ORDER/ROLL CALL

Mayor Kurovski called the Pleasant Hill City Council meeting to order on September 27, 2016 at 6:30 p.m. in the City Council Chambers. PRESENT: Jeff Mullen, Curt Gause, Dean Cooper, Barb Malone, and Mayor Sara Kurovski. ABSENT: Mark Konrad.

2. APPROVAL OF AGENDA

Malone/Mullen moved to approve the agenda minus item 9. City Manager Don Sandor pulled item 9 from the agenda. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone. NAYS: None. Motion carried 4-0.

3. PRESENTATION: Amanda Wanke and Ethan Standard from DART did a presentation on the Pleasant Hill and Broadlawns expansion of service.

4. PUBLIC HEARINGS

Mayor Kurovski opened the Public Hearing for the Rezoning A-1 Agricultural to R1-90 Single Family Residential at 6:39 p.m. Senior Planner Madeline Sturms explained the change would assign a zoning designation matching the City's adopted future land use plan and the Planning and Zoning Commission has reviewed the request with a recommendation for approval. Hearing no comments from the public, the Mayor closed the public hearing at 6:40p.m.

a. Rezoning A-1 Agricultural to R1-90 Single Family Residential.

1. First reading of **Ordinance 809** – Rezoning A-1 Agricultural to R1-90 Single Family Residential – Lots 2, 3, and 4, in Block 4, Rising Sun.

Malone/Cooper moved to approve First reading of **Ordinance 809** – Rezoning A-1 Agricultural to R1-90 Single Family Residential – Lots 2, 3, and 4, in Block 4, Rising Sun. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.

Mayor Kurovski opened the Public Hearing for the General Obligation Street Improvements Loan Agreement in a principal amount not to exceed \$8 million at 6:41 p.m. City Manager Don Sandor explained that through the Capital Improvement Program (CIP) the City Council has identified numerous street improvement projects that are necessary for ongoing development and growth of the community. These projects are of significant magnitude that they will require bonding by the City to fund. Currently Pleasant Hill has \$4 million in outstanding debt with a debt capacity of more than \$58 million, or about 7% of the capacity is currently being used. Approximately one-half of the existing \$4 million debt will be paid off in FY's 17, 18, and 19. The City currently has an Aa3 credit rating from Moody's Investment Services. We will receive an updated credit review from Moody's for this bond sell. The sell date is scheduled for November 8th. Hearing no comments from the public, the Mayor closed the public hearing at 6:43p.m.

b. General Obligation Street Improvements Loan Agreement in a principal amount not to exceed \$8 million.

1. **Resolution #092716-01** - Expressing intent to enter into a loan agreement.

Cooper/Gause moved to approve General Obligation Street Improvements Loan Agreement in a principal amount not to exceed \$8 million. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.

5. PUBLIC INPUT (5 MINUTES FOR ITEMS NOT ON THE AGENDA)

Nora Schatzberg thanked the Council for allowing her to host Art on the Lake last weekend. She said it had a great turnout with up to 1,000 people in attendance, and a successful way to create awareness of the community. The Artists said they would be back to enjoy the Lake Park. Her goals for next year are to increase the number of artists and amount of business participation with a larger marketing campaign. The Council thanked her as well.

6. CONSENT ITEMS

Mullen/Gause moved to approve the **CONSENT ITEMS:** Council Minutes - dated 09-13-16, Claims Listing - dated 09-27-16, Revenue Report - dated 08-31-16, Expenditure Report - dated 08-31-16, Treasurers Report - dated 08-31-16, Park and Recreation Commission Minutes dated 09-08-16, Police Dept Monthly Report - August 2016, **Resolution #092716-02** – Residency requirement waiver, **Resolution #092716-03** – Approval of Payment Application No. 8 – NE 75th Street Improvements Project, **Resolution #082316-04** – Transfer of Funds – Emergency Fund to Equipment Replacement Fund, **Resolution #082316-05** – Transfer of Funds – Employee Benefits Fund to General Fund. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.

7. BUSINESS ITEMS

a. Request to discharge firearms within the corporate limits of Pleasant Hill.

City Manager Don Sandor said Mr. Kody Daniels had expressed a request to hunt waterfowl in the City limits. He supplied permission slips from landowners and ordinances from Des Moines and West Des Moines on that subject. The staff is not recommending approval at this time since it would set a new precedence to change policy without extensive review via work sessions. The Council members agreed and would prefer to have a reviewed ordinance in place rather than grant individual permission. No action was taken.

b. Second Reading of **Ordinance 808** – Amending Chapter 163 Fire Code.

Malone/Mullen moved to approve the Second Reading of **Ordinance 808** – Amending Chapter 163 Fire Code. City Manager Don Sandor explained that this is due to the current Building Official resignation. This assignment has been in place for several years

and pre-dates the hiring of the full time Fire Chief for the City. It is more typical for the Fire Code Official to be a community's Fire Chief or in the case of larger communities it may be a designated member of a fire department such as a Fire Marshall. Moving the Fire Code Official role to the Fire Chief is an appropriate change at this time and would match the assignments in the other metro cities. There have been no comments since the first reading. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.

- c. **Resolution #092716-06** – Agreement for Preliminary Engineering Services – Norfolk Southern Railway Co. Cooper/Malone moved to approve **Resolution #092716-06** – Agreement for Preliminary Engineering Services – Norfolk Southern Railway Co. Senior Planner Madeline Sturms explained this agreement provides preliminary engineering services for Norfolk Southern Railway Co to design the railroad crossing that will be a part of the Pleasant Hill Blvd and Vandalia Rd improvement project. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.
- d. **Resolution #092716-07** – Approval of Job Description for Senior Building Inspector. Mullen/Gause moved to approve **Resolution #092716-07** – Approval of Job Description for Senior Building Inspector. Senior Planner Madeline Sturms explained that the Community Development Department has prepared an updated job description for the position of Senior Building Inspector due to the recent resignation of the City's Building Official. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.
- e. **Resolution #092716-08** – Approval of a Voluntary Annexation Agreement for Springer Hills Plat 1. Malone/Cooper moved to approve **Resolution #092716-08** – Approval of a Voluntary Annexation Agreement for Springer Hills Plat 1. Senior Planner Madeline Sturms explained this resolution approves the agreement with the owners of Springer Hills Plat 1 to provide future voluntary annexation. These agreements are consistent with past practice to create positive relationships with unincorporated residents and protect the City's long term need for responsible annexation. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.
- f. **Resolution #092716-09** – Approval of Firearm Purchase Policy. Mullen/Malone moved to approve **Resolution #092716-09** – Approval of Firearm Purchase Policy. City Manager Don Sandor explained that to create guidelines for the type of firearm and caliber authorized for on and off duty weapons, the Police Department has developed a policy which will allow a Pleasant Hill Police Officer to borrow up to \$750.00 from the city to purchase a firearm from a designated firearms dealer. The Officer will pay the loan off with a bi-weekly deduction from his/her pay check until the loan is paid in full. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.
- g. **Resolution #092716-10** – Approval of Event Pay Increase. Cooper/Malone moved to approve **Resolution #092716-10** – Approval of Event Pay Increase. City Manager Don Sandor explained that the event pay to police officers had not been adjusted since fiscal year 2009/2010 at which time it was established at \$34/hour paid to the officers and billable to customers at \$42/hour. The difference covered the employer's share of payroll taxes and insurance. In order to provide the members of the Pleasant Hill Police Department with a wage that is equal to other Police Agencies in the metro area, it is requested the Pleasant Hill City Council consider raising the event pay rate for officers to \$43/hour with a billing to customers at \$55/per hour to help cover the employer's share of taxes and insurance. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.
- h. **Resolution #092716-11** – Approval 28E Agreement with the Alcoholic Beverage Division of State of Iowa. Malone/Gause moved to approve **Resolution #092716-11** – Approval 28E Agreement with the Alcoholic Beverage Division of State of Iowa. City Manager Don Sandor explained each year the Pleasant Hill Police Department participates in the Alcoholic Beverage Division's I-Pledge program to ensure Pleasant Hill businesses are complying with state Tobacco laws. This is an important partnership to ensure local businesses are not selling tobacco products to unauthorized persons in the metro area. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.
- i. **Resolution #092716-12** – Approval of Contract with Snyder & Associates to Perform Cemetery Survey. Cooper/Malone moved to approve **Resolution #092716-12** – Approval of Contract with Snyder & Associates to Perform Cemetery Survey. Assistant Public Works Director Russ Paul explained the Public Works Department had budgeted for fiscal year 2016-17 dollars to perform survey and mapping work at the Oakwood Cemetery to re-install lot pins used to locate cemetery spaces. In August Public Works posted an RFP to perform this work and received four (4) proposals. After reviewing the proposals, City Staff recommends moving forward with the proposal submitted by Snyder and Associates. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.
- j. **Resolution #092716-13** – Approval of Right of Way License Fee. Mullen/Gause moved to approve **Resolution #092716-13** – Approval of Right of Way License Fee. Assistant Public Works Director Russ Paul explained that in November 2015 council approved chapter 143, Right-of-way management, with the intent to provide a process and safeguard for future utility work and improvements in the public right-of-way. In December of 2015, Aureon (formerly Iowa Network Services) submitted plans for installing fiber to service local businesses in Pleasant Hill. This project was completed during the summer of 2016 and Aureon is now seeking a license to operate this fiber utility. The current annual license fee for this project is \$2,727.00. This annual fee amount would be adjusted if additional utility is installed during the 5 year license term. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.

- k. Third Reading of **Ordinance 807** - Rezoning A-1 Agricultural to R1-90 Single Family Residential – Property at 5838 SE 6th Avenue. Malone/Cooper moved to approve the Third Reading of **Ordinance 807** - Rezoning A-1 Agricultural to R1-90 Single Family Residential – Property at 5838 SE 6th Avenue. Senior Planner Madeline Sturms said this third reading is the same as the first two readings, and that no comments have been received since the last reading. This ordinance will bring zoning into compliance with the comprehensive plan. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.
- l. **Resolution #092716-14** – Approval of a Development Agreement with Joseph R. Thomas and Sunrise Developing Company. Cooper/Mullen moved to approve **Resolution #092716-14** – Approval of a Development Agreement with Joseph R. Thomas and Sunrise Developing Company. Senior Planner Madeline Sturms explained that the development agreement was put together to clarify the responsibilities of future roadway and utility improvements that will be needed when additional development to the north occurs. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0.

8. CLOSING COMMENT

City Manager Don Sandor announced there would be a work session on Tuesday, October 4th at 5:30pm.

Library Director John Lerdal said the Friends of the Library group were in the process of their annual membership drive, and the Library appreciated their contributions. Mr. Lerdal also said they would be having a special book sale event October 14th-16th, and the annual Halloween event would be Friday, October 21st at the Youth Center.

Mayor Kurovski asked if someone from staff could work with Nora Schatzberg on a BRAVO grant.

- 9. **CLOSED SESSION-** Pursuant to Iowa Code Section 21.5.1(c) For City Council to discuss legal issues
 - a. City Council may return to open session and take action on items discussed during the closed session. This item was pulled from the agenda.

10. ADJOURNMENT

Malone/Mullen moved to adjourn the meeting. ROLL CALL: AYES: Mullen, Gause, Cooper, and Malone. NAYS: None. Motion carried 4-0. The meeting was adjourned at 7:11 p.m.

Sara Kurovski, Mayor

ATTEST:

Dena J. Spooner, City Clerk/Finance Director

A C C O U N T S P A Y A B L E
 O P E N I T E M R E P O R T
 P U B L I C A T I O N

=====PAYMENT DATES=====

PAID ITEMS DATES : 9/28/2016 THRU 10/11/2016
 PARTIALLY ITEMS DATES: 9/28/2016 THRU 10/11/2016
 UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
A & S REPAIR, INC.	REPAIR TRUCK #40	568.98
ACCO BRANDS DIRECT	2017 2 PAGE PLANNER	45.00
ACME TOOLS	SPLINE BIT-HAMMER DRILL	19.99
ADVENTURES IN ADVERTISING	VOLUNTEER SHIRTS	171.78
AFLAC INSURANCE	INSURANCE	1,008.94
ALTOONA HERALD INDEX	LEGAL NOTICES	353.66
AMAZON.COM	BOOKS	397.71
AMERICAN AWARDS	CUPP PERGOLA PLATE	38.07
ANIMAL RESCUE LEAGUE	LIVE ANIMAL INTAKE	70.00
BAKER & TAYLOR	BOOKS	399.41
BEN FREEBORN	CONTRACT CUSTODIAL	2,090.00
BOUNDTREE MEDICAL	MEDICAL SUPPLIES	518.98
BRIAN A. ISAACSON	TRAILER REPAIR	138.06
BROWNELL'S, INC.	MINOR EQUIPMENT	24.20
CAPITAL CITY EQUIPMENT CO	T190 HYDRAULIC HOSE REPAIR	535.08
CAPSTONE PRESS, INC.	BOOKS	611.20
CARPENTER UNIFORMS/PROMOT	UNIFORM/SAFETY EQUIPMENT	1,275.73
CENTRAL SALT	ROAD SALT	29,980.23
CINTAS FIRST AID & SAFETY	OPERATING SUPPLIES	96.59
COLLECTION SERVICES	GARNISHMENT WITHHOLDING	633.75
CONCENTRA MEDICAL	PRE-EMPLOYMENT PHYSICALS	684.50
CONFLUENCE	ZONING CODE UPDATE	3,366.80
CONSOLIDATED ELECTRICAL D	BB FIELD #3 IN GROUND BOX	43.77
COUNTRY WOMAN	MAGAZINE	14.98
CRYSTAL CLEAR WATER CO.	OPERATING SUPPLIES	21.00
D.R.I.V.E.	D.R.I.V.E. DEDUCTION	6.00
DATA FLOW	W2/1099 TAX FORMS	106.32
DENA SPOONER	TRAVEL/CONFERENCE REIMB	67.24
DENMAN & COMPANY, LLP	AUDIT EXPENSE-FY 16	9,500.00
DES MOINES FEED & NATURE C	BASEBALL FIELD 3 SEED	361.04
DES MOINES STAMP MANU CO	OPERATING SUPPLIES	28.30
ED M FELD EQUIPMENT CORP	GEAR BAGS	1,136.90
ELECTRONIC ENGINEERING	PAGER MAINTENANCE	141.00
FAMILY SUPPORT PAYMENT CEN	GARNISHMENT WITHHOLDING	300.47
G & K SERVICES	FLOOR MATS	71.88
G&L CLOTHING	UNIFORM/SAFETY EQUIPMENT	132.58
HEARTLAND DOOR AND FRAME,	YOUTH CENTER DOOR LOCK REPAIR	165.00
HEATH ELLIS	TRAVEL/CONFERENCE	448.44
HEIDI DAKOVICH	MISCELLANEOUS EQUIPMENT	46.46
HONEYWELL FIRST RESPONDER	BUNKER GEAR REPAIRS	37.00
HY-VEE - LIBRARY ACCOUNT	PROGRAM SUPPLIES	9.03
HY-VEE - POLICE ACCOUNT	VEHICLE MAINTENANCE SUPPLIES	224.09
ICMA-RC	DEFERRED COMPENSATION	2,414.98
INTERNAL REVENUE SERVICE	FED WITHHOLDING	45,358.43

A C C O U N T S P A Y A B L E
 O P E N I T E M R E P O R T
 P U B L I C A T I O N

=====PAYMENT DATES=====

PAID ITEMS DATES : 9/28/2016 THRU 10/11/2016
 PARTIALLY ITEMS DATES: 9/28/2016 THRU 10/11/2016
 UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
IOWA DEPT OF REVENUE & FI	STATE WITHHOLDING	7,277.00
IOWA LAW ENFORCEMENT ACADE	EDUCATION/TRAINING	6,589.00
IOWA LEAGUE OF CITIES	BUDGET TRAINING CLASS-12/1/16	80.00
IPERS-REGULAR	IPERS CONTRIBUTIONS	25,522.69
J. BENJAMIN CHAMP	OPERATING SUPPLIES	89.99
JOHN'S TREE SERVICE, INC.	TREE PRUNING	1,200.00
KECK, INC	FUEL - AUGUST 2016	7,264.18
KIRKHAM MICHAEL & ASSOCIAT	PROJECT DESIGN/ENGINEERING	29,640.72
KNESS SIGNS	PUBLIC LAND SIGNS	111.00
KOCH BROTHERS	OFFICE SUPPLIES	413.96
LARRY FLECK &SON TRUCKING	HAULING-FIELD #3	648.45
LIBERTY READY MIX	REBUILD STORM SEWER INTAKE	843.00
MADÉLINE STURMS	TRAVEL/CONFERENCE REIMB	1,174.64
MARK OLGREN	TRAVEL/CONFERENCE	240.92
MCANINCH CORPORATION	NE 75TH ST IMP PROJ-PAY AP #8	95,375.77
MEDIACOM	INTERNET ACCESS-LIBRARY	205.90
MENARDS-ALTOONA	PUBLIC WORKS SUPPLIES	219.07
METRO WASTE AUTHORITY	YARD WASTE CARTS-AUG 2016	7,989.62
MIDAMERICAN ENERGY CO	ELECTRIC	10.15
MUNICIPAL SUPPLY	BURIED UTILITY LOCATE SUPPLIES	101.30
O'HALLORAN	PARTS - TRUCK #41	48.06
PITNEY BOWES PURCHASE POWE	POSTAGE/SHIPPING	500.00
PLEXA	DUES/MEMBERSHIP	20.00
POLK COUNTY SHERIFF-CIVIL	GARNISHMENT WITHHOLDING	87.07
PORTER DO IT BEST	SUPPLIES	3.99
PRODUCTIVITY PLUS ACCOUNT	PARTS - UNIT #24	76.01
QUILL	OFFICE SUPPLIES	1,159.12
RACOM CORPORATION	EDACS ACCESS	2,185.50
RANGER RICK	MAGAZINE	19.95
REFERENCE AUDIO VIDEO & SE	COUNCIL-PODIUM MICROPHONE REPAIR	95.00
RELIASTAR LIFE INSURANCE C	DEFERRED COMP - ING	2,896.41
RICK COURCIER	TRAVEL/CONFERENCE	244.79
ROLLING THUNDER STAGES	STAGE RENTAL	450.00
SENECA COMPANIES	REPAIR FUEL PUMP-MAINT SHOP	243.63
SHERWIN WILLIAMS - ALTOONA	PAINT - CITY HALL	337.09
SHRED-IT USA	ON-SITE SHREDDING TOTES	70.04
SKINNER LAW OFFICE, P C	LEGAL COUNSEL-AUG 2016	7,822.68
SMITH AUTOMOTIVE	VEHICLE MAINTENANCE	620.24
STROH CORPORATION	HVAC CONTRACT-NORTH COMPLEX	236.89
TASC	FLEXIBLE DEP BENE PLAN	8,640.99
THE EQUITABLE	DEFERRED COMP - THE EQUITABLE	696.20
THE GRAVEDIGGER LLC	OPEN/CLOSE GRAVE	350.00
THE HARTFORD	DEFERRED COMP - THE HARTFORD	636.09
THE WILLIAMSON GROUP	WALKWAY-BB FIELD #3	2,995.20

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
P U B L I C A T I O N

=====PAYMENT DATES=====

PAID ITEMS DATES : 9/28/2016 THRU 10/11/2016
PARTIALLY ITEMS DATES: 9/28/2016 THRU 10/11/2016
UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
TREASURER, CITY OF DES MOI	WRA PAYMENT	39,330.50
ULTRAMAX AMMUNITION	MISCELLANEOUS EQUIPMENT	3,938.00
UNITED WAY OF CENTRAL IA	UNITED WAY CONTRIBUTION	38.00
US CELLULAR	CELL PHONE SERVICE	1,067.17
VERIZON WIRELESS	MISCELLANEOUS CONTRACT	1,117.13
VISA CARD SERVICES	BEST TRIP/PROG SUPPLIES	5,571.65
WELLMARK BLUE CROSS BLUE S	EMPLOYER PORT HLTH INS CVRG-RM	3,494.80
XTREME TREE	TREE CARE ON TRAIL	1,260.00
** TOTAL **	-City of Pleasant Hill	374,913.13

FUND TOTALS

001	GENERAL	140,743.58
110	ROAD USE	41,180.78
301	CAPITAL PROJECTS	4,626.80
304	TIF CAPITAL PROJECTS	129,064.95
610	SEWER	50,406.93
670	SOLID WASTE	8,002.05
740	STORM WATER	888.04
GRAND TOTAL		374,913.13

Pleasant Hill Library Board of Trustees
August 25, 2016 5:00 p.m.

ROLL CALL: President Michael Diver called the meeting to order at 5:00 p.m. Trustees Present: Michael Diver, Jill Duden, and Christine Ross. Absent: Janette Diamond and Anne Timmerman. Also present: Library Director John Lerdal.

55-2016: APPROVAL OF THE AGENDA: DUDEN/ROSS moved to approve the agenda. All ayes.

56-2016: APPROVE MINUTES: President Diver discussed that the minutes should read President/Vice-President in place of Chair/Vice-Chair. DUDEN/ROSS moved to approve the minutes of the July 28, 2016 regular meeting with the correction as noted. All ayes.

57-2016: PUBLIC INPUT: None

58-201: CONSENT AGENDA: ROSS/DUDEN moved to approve the bills from July 28, 2016 to August 25, 2016 in the amount of \$7,921.38 and meeting dates of October 27, 2016 and September 22, 2016. The Computer Resources line item is for a newly installed modem in addition to work on other computers in the Library. All ayes.

NEW BUSINESS:

59-2016: Library Membership Card Drive – Director Lerdal is looking at having a campaign to increase membership and the number of Library cards issued. It is planned to do this end of March/beginning of April, 2017. The emphasis will be on increasing the number of residents in the city having cards. It is planned to do promotions in the schools. Director Lerdal and his staff will be looking at some type of incentive and also if applications can be done on-line with applicants picking up card in the Library or having them mailed. Last month 69 new cards were issued and the average is 60-70 cards per month. The promotion will include programs that are available, i.e.: Mango, Zinio, etc. Trustees agreed this is a great idea and would like Director Lerdal to move forward with plans.

60-2016: Director's FY 16/17 Goals – Director Lerdal discussed his goals for this fiscal year. These goals include pursuing leadership opportunities; increase in circulation and use of social media; streamline the item processing process; and expand outreach to schools, home schooling organizations, and senior citizen centers. It is planned to speak at one of the monthly Chamber luncheons to increase awareness of Library services. DUDEN/ROSS moved to accept the Director's Goals for FY 16/17 as presented by the Library Director. All ayes.

61-2016: STEM Program – Director Lerdal has talked with the Altoona Library Director. Since the program at Iowa State was disbanded she is working with Drake University to see if they have students/staff who would be interested in collaborating with planning and assisting with programs. If a plan is worked out with Drake it would be after the first of the year. Discussion followed regarding other alternatives and concern of grants needing to be spent. Director Lerdal will follow-up with the Altoona Library Director and report back at the next meeting.

OLD BUSINESS:

A. Trustee Manual – Discussion tabled until next meeting.

B. Staffing Assessment – Director Lerdal distributed a summary of seven libraries in the area that were canvassed regarding staffing and salaries. Five of the seven have a full time Assistant Director and all seven have a full time Youth Librarian. The average salary for the Youth Librarian is \$45,892 and the Asst. Director average is \$51,122. These salaries do not include benefits. Data from state reports done in 2014 show that there are 41 E size libraries in the state. Pleasant Hill is the fifth largest E-size library. Comparatively we are under the average number of full-time employees, but slightly above the average for total FTE. We also have one less staff member than the average. Director Lerdal recommends focusing on if another full-time employee is needed and what the salary range would be. It is recommended that a request for what is wanted be submitted. Discussion followed regarding possible staffing changes, etc. DUDEN/ROSS moved to set a work session of the Library Board of Trustees on Thursday, September 29, 2016 at 5:30 p.m. All ayes. Director Lerdal will have more information at that time as well as a preliminary proposed budget with additional staffing.

LIBRARY DIRECTOR’S REPORT:

Director Lerdal and Jamie Foster have started on the inventory with the new scanner.

Director Lerdal, Krista Smith, and Miranda Cantrell have met regarding starting a teen board. The board will help with recommendation for activities and items to purchase to increase participation of teens.

The shelver position is being advertised. Director Lerdal is recommending a starting salary of \$8.70 per hour.

Maryann Mori, Regional Consultant with the State Library toured the Library and made recommendations of improving the appearance of the Library, i.e.: painting the entire facility and to differentiate areas by using paint colors, i.e.: bright colors for the children’s area. New carpeting is planned for the next fiscal year and other changes will be planned for the same time period. Director Lerdal will contact George Lawson regarding charges for reviewing the Library space and recommending ideas for space utilization, including directing patrons to areas they interested in visiting.

A note from a patron was distributed. It is always nice to be recognized by patrons.

AGENDA ITEMS FOR NEXT MEETING:

- a. STEM Program
- b. Staffing Assessment
- c. Trustees Manual

TRUSTEE’S COMMENTS:

- a. Jan Diamond – Absent
- b. Michael Diver – Nothing
- c. Jill Duden – Nothing
- d. Christine Ross - Nothing
- e. Anne Timmerman – Absent

ADJOURNMENT:

ROSS/DUDEN moved to adjourn. All ayes. Meeting adjourned at 6:13 p.m.

Cindy Konrad
Recording Secretary



Pleasant Hill Public Works Department

5440 Vandalia Rd.

Pleasant Hill, Iowa 50327

Ph: (515) 265-1444 • Fax: (515) 265-9984

MONTHLY COUNCIL REPORT SEPTEMBER 2016

Summer Operational Statistics for September 2016

Street panels replaced	1
Storm sewer inlets rebuilt	1
Concrete Poured	12.5 cubic yards
Number of rain events (.25" & above)	6
Rain total*	5.5 inches
Mosquito spraying events	0
Quantity of mosquito spray used	0 gallons

*Figure based on National Weather Service data

Year-round Operation Statistics for September 2016

Sewer locates performed	166
Domestic animals collected and held	3
Lift station service checks	4
Street sweeping debris removal	0 tons
R.O.W & Sewer Easement Mowing	14.66 miles
Sanitary sewer backups	0

Monthly Highlights:

- Cleaned out ditch and started installing storm sewer at E. Oakwood Dr. and 60th St.
- Replace storm sewer inlet at Parkwood Dr. & Kimberly Dr.
- Cleaned up dead-end barricades throughout the city
- Received and stored the 500 tons of salt delivered for winter operations
- Swapped out spring/summer banners for fall banners
- Sidewalk repair at 1425 Copper Creek Dr.

Russ Paul
Pleasant Hill Public Works

Pleasant Hill Fire Department

September 2016 Report



Fire Activity:

Structure Fire 0
Automatic Alarm 3
CO Alarm 1
Gas Line Break 0

EMS Activity:

Medical Transports 42
Refusals 2
Fatality 0
Public Assist 2

Rescue Activity:

Technical Rescue 0
Water Rescue 0
Haz-Mat 0

Total Calls 48

Calls / Day 1.6

Comments:

The Pleasant Hill Firefighters Association will host the Annual Pancake Breakfast on October 15, 2016. (630am to 1100am)



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016

TO: MAYOR & CITY COUNCIL

FROM: MADELINE STURMS, AICP, CPM
SENIOR PLANNER

SUBJECT: ACCEPTING AN OFFER WITH OAK RIDGE ESTATES PARTNERSHIP FOR THE
ACQUISITION OF PROPERTY NEEDED FOR THE PLEASANT HILL BLVD/VANDALIA RD
INTERSECTION PROJECT

BACKGROUND:

The City of Pleasant Hill has been working with the City of Des Moines to plan and construct the SE Connector as a transportation corridor connecting the Highway 5/65 Bypass to downtown Des Moines for several years. The City of Des Moines initiated the project that begins as an extension to the Martin Luther King Jr. Parkway in the City's downtown. Roadway improvements move east from downtown through the industrial southeast quadrant of the City and will be reaching SE 30th Street in 2016. The intersection project will provide for local traffic needs and be designed to align with future construction of the Southeast Connector.

Earlier this year, the City Council designated property needed for the roadway project and the City of Des Moines has been leading the acquisition process. The purpose of this agenda item is to accept the offer from Oak Ridge Estates Partnership for a portion of property necessary for the project. This property owner will be donating the property to the City. Following is a resolution accepting the offer for partial fee title acquisition of the property along with a temporary construction easement.

ALTERNATIVES:

Not approve the resolution. However, this would delay or terminate the project.

FINANCIAL CONSIDERATIONS:

This land owner will be donating the needed property.

RECOMMENDATION:

Consider approval of the attached resolution accepting the terms and documents for the property acquisition with Oak Ridge Estates Partnership.

RESOLUTION #101116-01

A RESOLUTION ACCEPTING AN OFFER TO PURCHASE AND DOCUMENTS FOR THE ACQUISITION OF PARTIAL FEE TITLE AND TEMPORARY CONSTRUCTION EASEMENT FOR THE SE CONNECTOR AND PLEASANT HILL BOULEVARD/VANDALIA ROAD INTERSECTION PROJECTS

WHEREAS, the City of Pleasant Hill has requested partial fee title and a temporary construction easement be granted by Oak Ridge Estates Partnership to facilitate the construction of the SE Connector and Pleasant Hill Boulevard/Vandalia Road Intersection Projects in Pleasant Hill, Iowa; and

WHEREAS, the City of Pleasant Hill directed City of Des Moines staff to acquire said partial fee title and temporary construction easement necessary for the construction of the SE Connector and Pleasant Hill Boulevard/Vandalia Road Intersection Projects; and

WHEREAS, the City Council of the City of Pleasant Hill, Iowa, deems it to be in the best interest of the City to acquire said partial fee title and temporary construction easement from Oak Ridge Estates Partnership.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill, Iowa, that the attached Offer to Purchase, Warranty Deed and Temporary Construction Easement for the completion of the SE Connector and Pleasant Hill Boulevard/Vandalia Road Intersection Projects are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

ADOPTED this 11th day of October, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/ Finance Director

Prepared by: David Bagby, Real Estate Coordinator for the City of Des Moines, Buyer, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891 (515) 283-45627

Return to: Real Estate Division, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891

Project Name: SE Connector-Pleasant Hill Blvd and Vandalia Rd. Parcel No.: 12

Activity ID: 322016032

**OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE
(Partial Acquisition)**

TO: Oak Ridge Estates Partnership, (hereinafter referred to as the "Seller")

The City of Pleasant Hill, a municipal corporation of the State of Iowa (hereinafter referred to as the "City") acting by and through its authorized agent who is the undersigned, hereby offers to purchase the portion of the real estate situated in Polk County, Iowa, locally known as District 221/00106-067-010 which is legally described as:

PARTIAL FEE ACQUISITION

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 00°(DEGREES) 30'(MINUTES) 36"(SECONDS) WEST, 683.79 FEET ON THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 89°27'37" WEST, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF PLEASANT HILL BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 00°30'36" EAST, 683.76 FEET ON SAID WEST RIGHT OF WAY LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 00°27'31" EAST, 100.33 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 89°32'29" WEST, 27.00 FEET; THENCE NORTH 00°27'31" WEST, 100.33 FEET TO SAID NORTH LINE; THENCE NORTH 00°30'36" WEST, 683.72 FEET TO THE SOUTH LINE OF LOT 6 OF SAID BIANCHI AUDITOR'S PLAT; THENCE NORTH 89°27'37" EAST, 27.00 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.49 ACRES (21,170 SQUARE FEET) MORE OR LESS; SUBJECT TO ALL EASEMENTS OF RECORD.

AND

TEMPORARY EASEMENT FOR CONSTRUCTION

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 00°(DEGREES) 27'(MINUTES) 31"(SECONDS) EAST, 100.35 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 89°32'29" WEST, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF PLEASANT HILL BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 00°27'31" EAST, 860.30 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 89°32'29" WEST, 30.00 FEET; THENCE NORTH 00°27'31" WEST, 801.45 FEET; THENCE SOUTH 89°32'29" WEST, 80.00 FEET; THENCE NORTH 00°27'31" WEST, 121.48 FEET; THENCE NORTH 89°32'29" EAST, 73.03 FEET; THENCE NORTH 00°30'36" WEST, 721.41 FEET TO THE SOUTH LINE OF LOT 6, OF SAID BIANCHI AUDITOR'S PLAT; THENCE NORTH 89°27'37" EAST, 10.00 FEET ON SAID SOUTH LINE; THENCE SOUTH 00°30'36" EAST, 683.72 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°27'31" EAST, 100.33 FEET; THENCE NORTH 89°32'29" EAST, 27.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.99 ACRES (42,929 SQUARE FEET) MORE OR LESS; SUBJECT TO ALL EASEMENTS OF RECORD.

Which property is also described and depicted on the plats attached hereto as Exhibits "PT-12" and "TE-12" (hereinafter referred to as the "Property"), together with any easements and servient estates appurtenant thereto, buildings and improvements.

1. PURCHASE PRICE.

City offers to buy said Property for the total purchase price of \$4,230.00, which represents \$3,430.00 for the partial fee acquisition and \$800.00 for the temporary construction easement, payable in full immediately after delivery of the Deed and Easement to the City and acceptance thereof by the Pleasant Hill City Council. The City will also pay expenses as required by Iowa Code Sec. 6B.2B and 6B.54, as applicable. This offer shall expire on September 17, 2016 unless extended at the sole discretion of the City.

2. TITLE AND POSSESSION.

The Seller shall deliver legal title for the Property by Warranty Deed prior to full payment by the City of the purchase price. The Seller shall surrender possession of the property no later than the date of closing, and as provided in Paragraph 13.

3. DEED.

The Seller shall convey title by Warranty Deed, with terms and provisions as per form approved by the City of Pleasant Hill, free and clear of liens and encumbrances, including leasehold interests and leasehold claims, reservations or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of closing, with special warranties as to acts of the Seller up to time of delivery of deed. The Seller

agrees that amounts payable by the Seller for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the Purchase Price.

4. **ABSTRACT AND TITLE.**

Seller shall promptly provide Seller's abstract of title to the City for continuation and examination at the City's expense. Seller's abstract of title shall show marketable title in conformity with this agreement, the land title law of the State of Iowa and the Iowa Land Title Standards of the Iowa State Bar Association. In addition, the City may have an abstract created for the portion of the property being purchased by the City, at its expense, which shall become the property of the City when the purchase price is paid in full. The Seller shall pay costs of additional abstracting and/or title work due to act or omission of the Seller, including transfer upon death of the Seller or assigns. An abstract of title for the remainder of the property shall be returned to the Seller at the City's expense.

5. **FIXTURES.**

All personal property that integrally belongs to or is part of the portion of the real estate to be conveyed, whether attached or detached, such as light fixtures (including fluorescent tubes but not mazda bulbs), drapes, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air-conditioning equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates, garage door openers and controls, and other attached fixtures, trees, bushes, shrubs and plants, shall be considered a part of the real estate and included in this sale.

6. **INSURANCE.**

The Seller shall maintain fire, windstorm and extended coverage insurance in an amount not less than the full insurable replacement value of all buildings and personal property included in the portion of the property to be conveyed until date of possession and shall forthwith secure endorsement on the policies of insurance in such amount with loss payable to the parties as their interest may appear.

7. **SELLER'S REPRESENTATION AS TO TENANTS.**

The Seller states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

Furthermore, Seller shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify City against any such claims as a result of this project, unless the claim is due to City's gross negligence.

8. STATUS QUO MAINTAINED.

The Seller will preserve the Property in its present condition as of the date of this Offer and will deliver it intact at the time possession is given; in case of loss or destruction of part or all of said premises from causes covered by insurance, the City agrees to accept such insurance recovery (proceeds to be applied as the interests of the parties appear) in lieu of that part of the damaged or destroyed improvements and the Seller shall not be required to repair or replace same.

9. SPECIAL ASSESSMENTS AND UTILITIES.

The Seller shall pay all special assessments which are a lien on the date of closing, including but not limited to water, sewer rental and solid waste charges which were incurred prior to the closing date.

10. TAXES.

- A. The Seller shall pay all real estate taxes for the Property that are due and payable as of the date of closing, whether or not such taxes constitute a lien against the Property, including any unpaid real estate taxes for prior years.
- B. The Seller shall pay their pro-rated share of the real estate taxes for the fiscal year in which closing occurs that are due and payable in the subsequent fiscal year. Such proration shall be based upon a prorated tax calculation as prepared by the Polk County Treasurer's office prior to the closing.
- C. The Seller shall pay the amount due and payable plus the pro-rated share of real estate taxes by means of a deduction of said total amount from the purchase price to be paid to Seller at closing.
- D. The City shall be responsible for all subsequent real estate taxes.

11. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES.

A. For Purposes of this Agreement.

- 1) The term "Environmental Laws" shall mean and include (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (iii) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (iv) the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (v) the Clear Air Act. 42 U.S.C. § 7401, et. seq.; (vi) the Federal Insecticide, Fungicide and Rodenticide Act. 7 U.S.C. § 136, et. seq.; (vii) Chapters 455B and 455E of Iowa Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and any other federal, state and local laws, ordinances, rules, codes and regulations, as any of the foregoing may have been from time to time amended, supplemented or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the environment or

the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials; and

- 2) The term "Hazardous Substances" shall mean and include any, each and all substances or materials regulated pursuant to any Environmental Laws, including, but not limited to, any such substance, emission or material now defined as or deemed to be a regulated substance, hazardous substance, toxic substance, pesticide, explosives, radioactive materials, hazardous waste or any similar or like classification or categorization thereunder, provided, however, that Hazardous Substances shall not include materials used or stored in connection with the operation or maintenance of the Property and in compliance in all material respects with all Environmental Laws, including petroleum products and any waste products generated therefrom.

B. The Seller hereby represents and warrants to the City, to the best knowledge and belief of the Seller, as follows:

- 1) No notices, complaints or orders of violation or noncompliance with Environmental Laws have been received by the Seller, by any tenant of the Property, and no federal, state or local environmental investigation is pending or has been threatened against the Seller, or against any tenants of the Property with regard to (i) the Property or any use thereof; (ii) any alleged violation of Environmental Laws with regard to the Property; (iii) any failure by the Seller or any tenant of the Property to have any environmental permit, certificate, approval, registration or authorization required to the conduct of its business; or (iv) the generation, treatment, storage, recycling, transportation, disposal or Release (each a "Regulated Activity") of any Hazardous Substances on, at or under the Property. For purposes hereof, "Release" shall have the meaning given to that term in 42 U.S. C. § 9601(22).
- 2) The Property has not been used by the Seller or by any prior owner for the conduct of any Regulated Activity other than in compliance in all material respects with Environmental Laws.
- 3) That it has not done, caused or allowed any of the following to occur, and has no knowledge that any other person has done, caused or allowed any of the following to occur on the Property (except as stated below):
 - a) The erection and existence of any wells;
 - b) The existence of any underground storage tanks as defined in Iowa Code Section 455B.471;
 - c) The location of any disposal sites for solid waste, as defined by Iowa Code Section 455B.301;

- d) Disposal or location of hazardous wastes as defined by Iowa Code Section 455B.411 or as listed by the Iowa Department of Natural Resources pursuant to Iowa Code Section 455B.412(2) or 455B.464;
 - e) Activity which has or would cause (A) a release or threat of release of any Hazardous Substance or waste from the property within the meaning of, or otherwise bring any portion of the property within the ambit of any Environmental Law; (B) the Property to be deemed a hazardous waste treatment storage or disposal facility within the meaning of, or otherwise bring any of its Parcels within the purview of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et. seq., as amended, or any similar state law or local ordinance.
- 4) There exists no petroleum contamination to the Property in violation of applicable Environmental Laws which originated on or off the Property, and there exist no underground storage tanks, surface impoundments, or solid waste disposal sites, active or abandoned, at, on or under the Property in violation of applicable Environmental Laws.
- 5) Neither the Seller nor any third party has, to the best of the Seller's knowledge and belief, caused a release of any Hazardous Substance, nor is there any friable asbestos, polychlorinated biphenyls, formaldehyde or lead at, on or under the Property, the removal of which is required by an Environmental Law or the maintenance of which constitutes a violation of any Environmental Law.

C. The foregoing representations and warranties with respect to the Property shall survive the closing. In addition, the foregoing representations and warranties shall not be affected by any study, investigation, or inspection of the Property by the City.

12. ENVIRONMENTAL INDEMNIFICATION.

The Seller agrees to indemnify, defend, and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses and costs, including court costs and reasonable attorney fees, (including costs and fees incurred to enforce this provision) incurred by the City or asserted against the City by any third party by reason of or arising out of the breach of any representation, warranty, or agreement of the Seller as set forth above in Paragraphs 11, or arising out of any contamination of the Property.

Nothing in this agreement shall be deemed to be or constitute a waiver by the City of any defense available to it as a governmental entity pursuant to 42 U.S.C. §§ 9601(35)(A)(ii) and 9607(b)(3).

13. RIGHT OF ENTRY

The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon and access the Property Interests at reasonable times

upon reasonable notice, oral or written, from time to time after the date the City submitted its offer to the Seller for the purposes of inspecting and testing the Property where the Property Interests are to be acquired, to begin construction of the public improvements and for other purposes consistent with the City's interest under this Agreement. The City agrees to defend, indemnify and hold harmless the Seller, its officers, directors, agents and employees, from any liability and expense, including reasonable attorney's fees that result from the exercise by the City of its right of entry onto the Property Interests prior to Closing.

14. TIME IS OF THE ESSENCE.

Time is of the essence of this Agreement.

15. APPROVAL OF COURT.

If this Property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the City's attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval.

16. INSTALLMENT CONTRACTS.

Where the Property is being purchased on an installment contract, the Contract Purchaser and Titleholder shall, before closing, provide the City with a written statement of agreement on the total amount required to pay off the installment contract, including interest, to the day of closing. Said statement of agreement shall also include any amounts paid by the Contract Purchaser into any real estate tax and insurance escrow accounts which amounts have not been paid by the Titleholder to the County Treasurer or to the insurer. Any funds paid by the Contract Purchaser to the Titleholder for said purpose shall be deducted from the Titleholder's share of proceeds and credited to the Contract Purchaser at the time of closing, or the parties may agree to deduct the amount in escrow from the principal balance of the contract.

17. COUNCIL APPROVAL.

This contract is subject to the approval of the Pleasant Hill City Council and neither the City nor its representatives in this matter shall be bound by the contract until said approval is given and is public record.

18. RELOCATION EXPENSES.

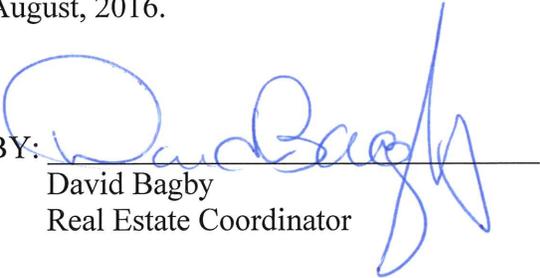
In accordance with Iowa Code Sec. 6B.2B and Sec. 6B.54, the City agrees to pay Seller for expenses, if any, including relocation expenses, if required by law for the acquisition and the project.

19. PURPOSE OF ACQUISITION / EXERCISE OF THE POWER OF EMINENT DOMAIN.

The parties acknowledge and agree that the City is acquiring the Property subject of this Offer for the Southeast Connector - Pleasant Hill Boulevard and Vandalia Road Project. The parties further acknowledge and agree that the City has the authority, under Chapters 6A and 6B of the Iowa Code, to exercise the power of eminent domain to acquire property for said project, and that the City could have acquired the Property by condemnation, should the Seller have declined this Offer. The Seller acknowledges that it understands that upon its execution of this Offer and the City Council's acceptance thereof, the Seller will be required to remove itself from the Property and permanently relocate.

20. SPECIAL PROVISIONS.

PRESENTED ON BEHALF OF THE CITY OF PLEASANT HILL ON THE 31st DAY OF August, 2016.

BY: 
David Bagby
Real Estate Coordinator

SELLER: ACCEPTED BY THE SELLER ON THE 13th DAY OF September,
2016:

OAK RIDGE ESTATES PARTNERSHIP

BY: 
R. Bradley Skinner, Co-Managing Partner

BY: 
Lynette Rasmussen, Co-Managing Partner

DONATION (OPTIONAL)

It is the understanding of the Grantor that, although the City will provide compensation for the granting of this easement, it is the Grantor's wish to **donate** this temporary easement and **not** receive said compensation, and Grantor waives any and all rights to compensation.

OAK RIDGE ESTATES PARTNERSHIP

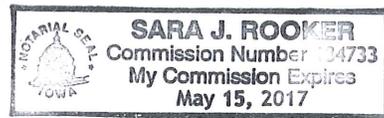
BY: *R. Bradley Skinner*
R. Bradley Skinner, Co-Managing Partner

BY: *Lynette Rasmussen*
Lynette Rasmussen, Co-Managing Partner

STATE OF *Iowa*)
COUNTY OF *Polk*) ss.

This instrument was acknowledged before me on *Sept 13*, 20*16*, by R. Bradley Skinner as Co-Managing Partner of Oak Ridge Estates Partnership.

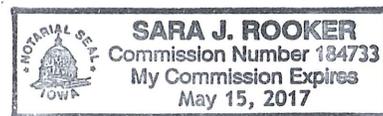
Sara J. Rooker
Notary Public in and for the State of *Iowa*



STATE OF *Iowa*)
COUNTY OF *Polk*) ss.

This instrument was acknowledged before me on *Sept 13*, 20*16*, by Lynette Rasmussen as Co-Managing Partner of Oak Ridge Estates Partnership.

Sara J. Rooker
Notary Public in and for the State of *Iowa*

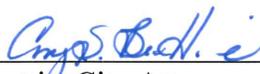


BUYER: APPROVED AND ACCEPTED BY THE CITY OF PLEASANT HILL ON THE _____ DAY OF _____, 20____.

Attest: _____
Dena Spooner, City Clerk

By: _____
Sara Kurovski, Mayor

APPROVED AS TO FORM:



Amy S. Beattie, City Attorney

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sara Kurovski and Dena Spooner, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Pleasant Hill, Iowa; that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. _____ passed and approved by the City Council on the _____ day of _____, 20__, and that Sara Kurovski and Dena Spooner acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

ACQUISITION PLAT
 OF PROPERTY BEING CONVEYED TO
 THE CITY OF PLEASANT HILL
 PARCEL 012-PT

LEGAL DESCRIPTION

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 00(DEGREES) 30'(MINUTES) 36"(SECONDS) WEST, 683.79 FEET ON THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 89°27'37" WEST, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF PLEASANT HILL BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 00°30'36" EAST, 683.76 FEET ON SAID WEST RIGHT OF WAY LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 00°27'31" EAST, 100.33 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 89°32'29" WEST, 27.00 FEET; THENCE NORTH 00°27'31" WEST, 100.33 FEET TO SAID NORTH LINE; THENCE NORTH 00°30'36" WEST, 683.72 FEET TO THE SOUTH LINE OF LOT 6 OF SAID BIANCHI AUDITOR'S PLAT; THENCE NORTH 89°27'37" EAST, 27.00 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.49 ACRES (21,170 SQUARE FEET) MORE OR LESS; SUBJECT TO ALL EASEMENTS OF RECORD.

EPS 6-30-16



KIRKHAM MICHAEL CONSULTING ENGINEERS		
TITLE	PARCEL 012-PT	PROJECT NO. 1207600
DATE 9/1/2015	SCALE 1"=400'	SHEET NO.
DRAWN CAG	FIELD BOOK 14-119	2 of 2
APPROVED CWM	REVISION	

ACQUISITION PLAT
 OF TEMPORARY EASEMENT BEING CONVEYED
 TO THE CITY OF PLEASANT HILL
 PARCEL 012-TE

LEGAL DESCRIPTION

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 00°(DEGREES) 27'(MINUTES) 31"(SECONDS) EAST, 100.35 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 89°32'29" WEST, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF PLEASANT HILL BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 00°27'31" EAST, 860.30 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 89°32'29" WEST, 30.00 FEET; THENCE NORTH 00°27'31" WEST, 801.45 FEET; THENCE SOUTH 89°32'29" WEST, 80.00 FEET; THENCE NORTH 00°27'31" WEST, 121.48 FEET; THENCE NORTH 89°32'29" EAST, 73.03 FEET; THENCE NORTH 00°30'36" WEST, 721.41 FEET TO THE SOUTH LINE OF LOT 6, OF SAID BIANCHI AUDITOR'S PLAT; THENCE NORTH 89°27'37" EAST, 10.00 FEET ON SAID SOUTH LINE; THENCE SOUTH 00°30'36" EAST, 683.72 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°27'31" EAST, 100.33 FEET; THENCE NORTH 89°32'29" EAST, 27.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.99 ACRES (42,929 SQUARE FEET) MORE OR LESS; SUBJECT TO ALL EASEMENTS OF RECORD.

ETS 6-30-16



TITLE		PROJECT NO.
PARCEL 012-TE		1602600
DATE 6/7/2016		SHEET NO.
DRAWN CAG	FIELD BOOK 14-119	2 of 2
APPROVED CWM	REVISION	

Prepared by: David Bagby, Real Estate Coordinator, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891 (515) 283-4561
Return to: City of Des Moines, Real Estate Division, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891
Taxpayer: City of Pleasant Hill, 5160 Maple Drive, Suite A, Pleasant Hill, IA 50327
Title of Document: Warranty Deed
Grantor's Name: Oak Ridge Estates Partnership
Grantee's Name: City of Pleasant Hill, Iowa
Legal Description: See below on this page

Project Name: SE Connector – Pleasant Hill Boulevard and Vandalia Road Parcel No.: 012 Activity ID: 322016032

WARRANTY DEED

Oak Ridge Estates Partnership, an Iowa partnership, in consideration of the sum of Three Thousand, Four Hundred Thirty and No/100 Dollars (\$3,430.00) in hand paid does hereby CONVEY unto the City of Pleasant Hill, 5160 Maple Drive, Suite A, Pleasant Hill, Iowa, the following described real estate situated in Polk County, Iowa, to-wit:

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 00°(DEGREES) 30'(MINUTES) 36"(SECONDS) WEST, 683.79 FEET ON THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 89°27'37" WEST, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF PLEASANT HILL BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 00°30'36" EAST, 683.76 FEET ON SAID WEST RIGHT OF WAY LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 00°27'31" EAST, 100.33 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 89°32'29" WEST, 27.00 FEET; THENCE NORTH 00°27'31" WEST, 100.33 FEET TO SAID NORTH LINE; THENCE NORTH 00°30'36" WEST, 683.72 FEET TO THE SOUTH LINE OF LOT 6 OF SAID BIANCHI AUDITOR'S PLAT; THENCE NORTH 89°27'37" EAST, 27.00 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.49 ACRES (21,170 SQUARE FEET) MORE OR LESS; SUBJECT TO ALL EASEMENTS OF RECORD.

subject to easements, restrictions and covenants of record, if any.

And the grantors do **Hereby Covenant** with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple; that they have good and lawful authority to sell and convey the same; that said premises are **Free and Clear of all Liens and Encumbrances Whatsoever** except as may be above stated; and said grantors **Covenant to Warrant and Defend** the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

This acquisition is for public purposes through an exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

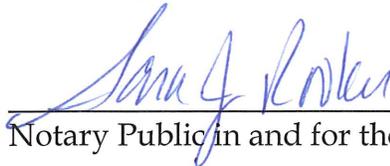
Signed this 13th day of Sept, 2014.



R. Bradley Skinner Co-Managing Partner

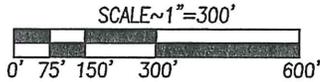
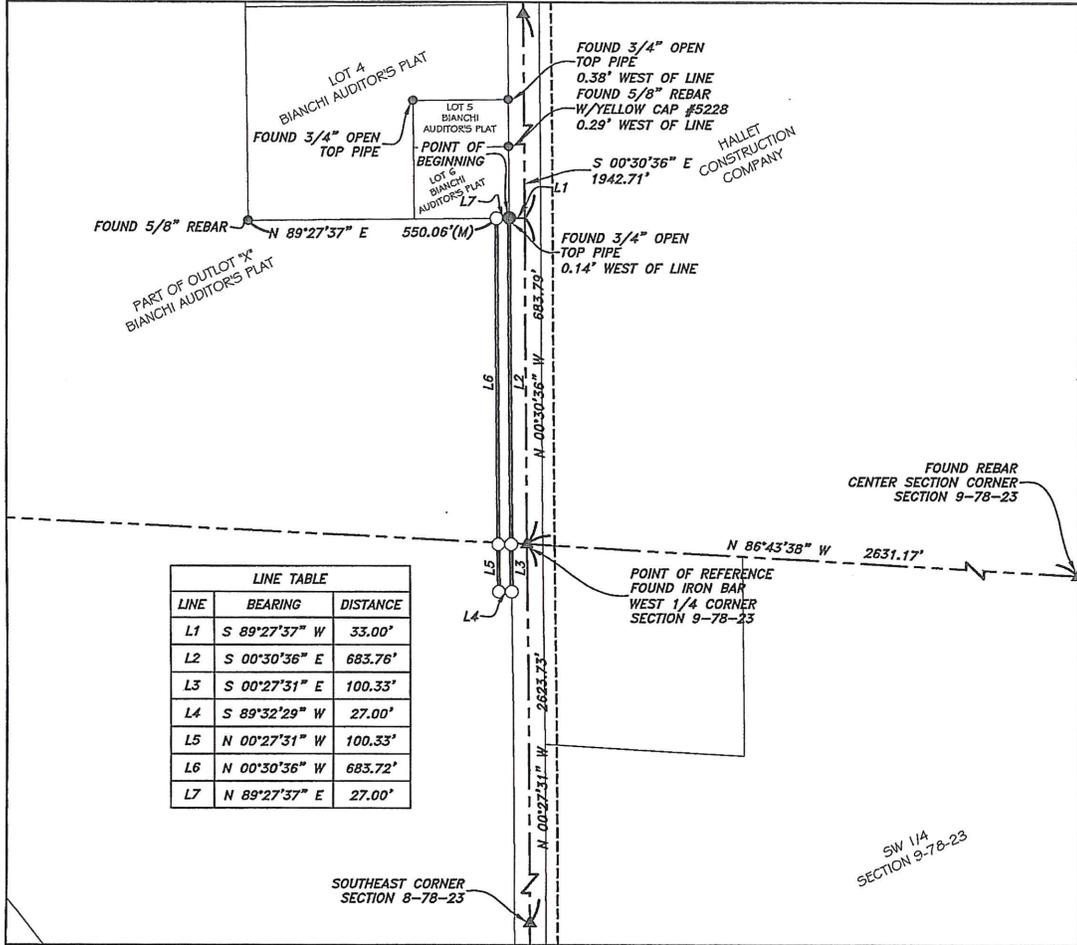
STATE OF Iowa)
) ss.
COUNTY OF Polk)

This instrument was acknowledged before me on 9-13, 2014, by R. Bradley Skinner as Co-Managing Partner of Oak Ridge Estates Partnership.


Notary Public in and for the State of Iowa



ACQUISITION PLAT
 OF PROPERTY BEING CONVEYED TO
 THE CITY OF PLEASANT HILL
 PARCEL 012-PT



BASIS OF BEARING:
 THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8-78-23 WAS ASSUMED TO BEAR S 00°30'36" E FOR THIS SURVEY.

SURVEY DATE: MAY 2016

THIS SURVEY WAS PREPARED AT THE REQUEST OF CITY OF PLEASANT HILL

MAILING ADDRESS: 160 ADVENTURELAND DRIVE NW STE B ALTOONA, IOWA 50009-4232

OWNER: OAK RIDGE ESTATES PARTNERSHIP

TAX PARCEL NO.: 221/00106-067-010

LEGEND

- FND. MONUMENT (AS NOTED)
- SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
- ▲ FOUND SECTION CORNER
- M MEASURED
- R RECORDED
- P PLATTED *EAS 6-30-16*



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Chad W. Marsh 6-21-16
 CHAD W. MARSH DATE

LICENSE NUMBER 17340

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016.

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 AND 2



TITLE	PARCEL 012-PT	PROJECT NO. 1602600
DATE 5/24/2016	SCALE 1"=300'	SHEET NO.
DRAWN CAG	FIELD BOOK 14-119	1 of 2
APPROVED CWM	REVISION	

ACQUISITION PLAT
 OF PROPERTY BEING CONVEYED TO
 THE CITY OF PLEASANT HILL
 PARCEL 012-PT

LEGAL DESCRIPTION

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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EVS 6-30-16



KIRKHAM MICHAEL CONSULTING ENGINEERS		
TITLE	PARCEL 012-PT	PROJECT NO. 1207800
DATE 8/1/2015	SCALE 1"=400'	SHEET NO.
DRAWN CAG	FIELD BOOK 14-119	2 of 2
APPROVED CWM	REVISION	

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR**

TRANSFEROR:

Name Oak Ridge Estates Partnership

Address 160 Adventureland Drive NW Suite B Altoona Iowa 50009
Number and Street or RR City, Town or P.O. State Zip

TRANSFeree:

Name City of Pleasant Hill

Address 5160 Maple Drive, Suite A Pleasant Hill Iowa 50327
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred:

Tax Parcel 221/00106-067-010 Pleasant Hill Iowa 50327
Number and Street or RR City, Town, or P.O. State Zip

Legal Description of Property: (Attach if necessary) See Attech Legal

1. Wells (check one)

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

5. Private Burial Site (check one)

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

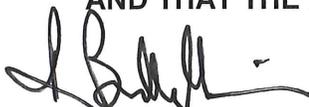
6. Private Sewage Disposal System (check one)

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
- The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____


(Transferor or Agent)

Telephone No.: (518) 967-4264

012-PT

LEGAL DESCRIPTION

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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Prepared by: David Bagby, Real Estate Coordinator, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891
(515) 283-4527

Return to: City of Pleasant Hill, 5160 Maple Drive, Suite A, Pleasant Hill, IA 50327

Project: SE Connector – Pleasant Hill Blvd and Vandalia Road
Property Address: District & Parcel # 221/00106-067-010

Activity ID: 322016032
Parcel No.: 12

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

TO Oak Ridge Estates Partnership (hereinafter referred to as the “Grantor”), in consideration of Eight Hundred and No/100 Dollars (\$800.00) to be paid by the City of Pleasant Hill, Iowa, upon final approval and acceptance of this Easement by the City, does/do hereby convey unto the City of Pleasant Hill, Iowa, a municipal corporation, (hereinafter referred to as the “City”), a Temporary Easement for Construction under, over, through and across the following described property.

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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Which property is also described and depicted on the plat attached hereto as Exhibit "TE-12"

(hereinafter referred to as the “Easement Area”) Said Easement allows the City, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Southeast Connector and Pleasant Hill Boulevard/Vandalia Road Intersection Projects, which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as

electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; and (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment)..

It is understood that, upon completion of this project, the City shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the City and/or permitted parties during the course of construction, except that the following items shall not be restored by the City or permitted parties but are instead compensated for the consideration paid for in this Easement by the City as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the City of Pleasant Hill and shall be subject to the following terms and conditions to which the City, upon acceptance of this instrument by the City, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the City's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.
2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify City against any such claims as a result of this project, unless the claim is due to City's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the City and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described project has been completed.
4. **SPECIAL PROVISIONS.** NONE

Signed this 13th day of Sept, 2016.

Oak Ridge Estates Partnership

BY: [Signature]
R. Bradley Skinner Co-Managing Partner

BY: [Signature]
Lynnette Rasmussen-Co Managing Partner

DONATION (OPTIONAL)

It is the understanding of the Grantor that, although the City will provide compensation for the granting of this easement, it is the Grantor's wish to **donate** this temporary easement and **not** receive said compensation, and Grantor waives any and all rights to compensation.

Oak Ridge Estates Partnership

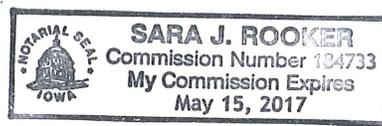
BY: [Signature]
R. Bradley Skinner Co-Managing Partner

BY: [Signature]
Lynnette Rasmussen Co-Managing Partner

STATE OF Iowa)
) ss.
COUNTY OF Polk)

This instrument was acknowledged before me on Sept 13, 2016, by R. Bradley Skinner as Co-Managing Partners of Oak Ridge Estates Partnership.

[Signature]
Notary Public in and for the State of Iowa



STATE OF Iowa)
) ss.
COUNTY OF Polk)

This instrument was acknowledged before me on Sept 13, 2016, by Lynnette Rasmussen as Co-Managing Partners of Oak Ridge Estates Partnership.

[Signature]
Notary Public in and for the State of Iowa

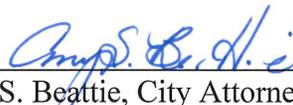


BUYER: APPROVED AND ACCEPTED BY THE CITY OF PLEASANT HILL ON THE _____ DAY OF _____, 20____.

Attest: _____
Dena Spooner, City Clerk

By: _____
Sara Kurovski, Mayor

APPROVED AS TO FORM:



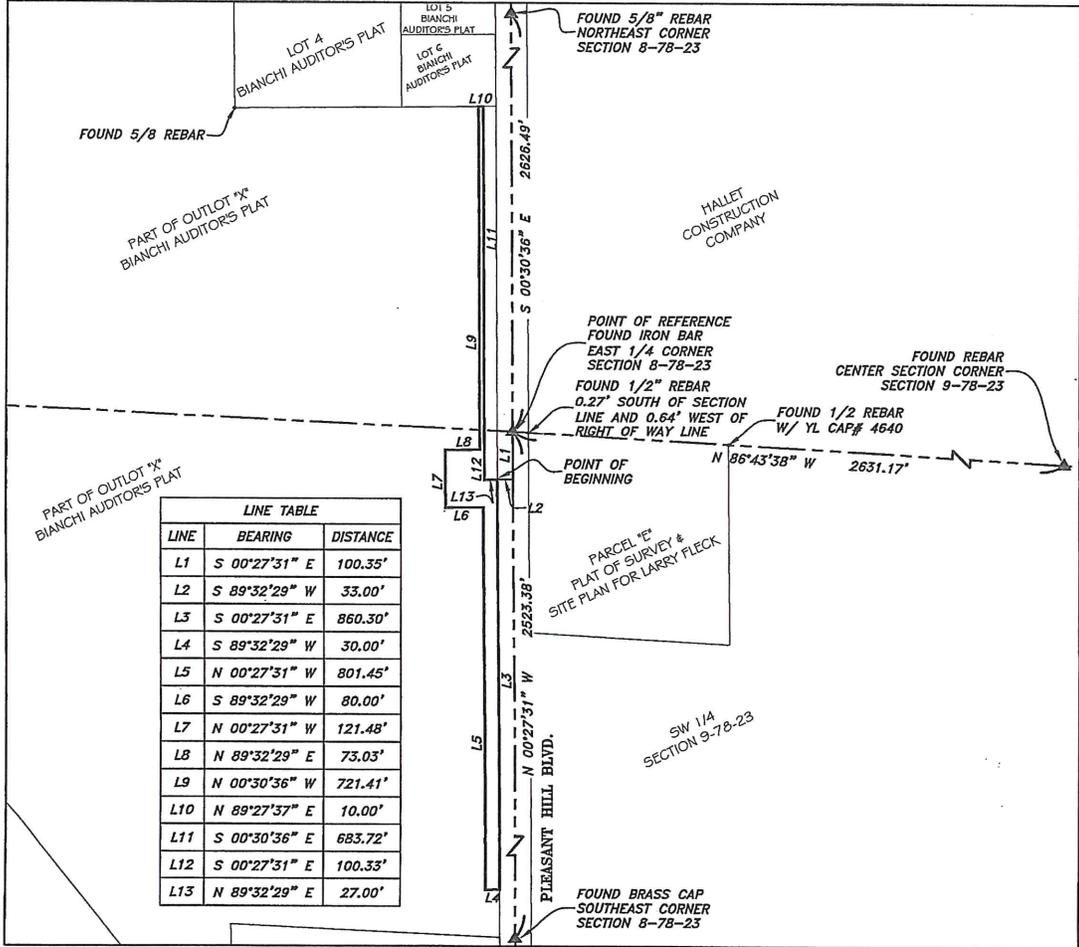
Amy S. Beattie, City Attorney

STATE OF IOWA)
) ss.
COUNTY OF POLK)

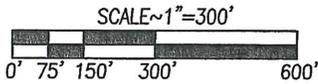
On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sara Kurovski and Dena Spooner, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Pleasant Hill, Iowa; that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. _____ passed and approved by the City Council on the _____ day of _____, 20____, and that Sara Kurovski and Dena Spooner acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

ACQUISITION PLAT
 OF TEMPORARY EASEMENT BEING CONVEYED
 TO THE CITY OF PLEASANT HILL
 PARCEL 012-TE



LINE	BEARING	DISTANCE
L1	S 00°27'31" E	100.35'
L2	S 89°32'29" W	33.00'
L3	S 00°27'31" E	860.30'
L4	S 89°32'29" W	30.00'
L5	N 00°27'31" W	801.45'
L6	S 89°32'29" W	80.00'
L7	N 00°27'31" W	121.48'
L8	N 89°32'29" E	73.03'
L9	N 00°30'36" W	721.41'
L10	N 89°27'37" E	10.00'
L11	S 00°30'36" E	683.72'
L12	S 00°27'31" E	100.33'
L13	N 89°32'29" E	27.00'



BASIS OF BEARING:
 THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8-78-23 WAS ASSUMED TO BEAR N 00°27'31" W FOR THIS SURVEY.

SURVEY DATE: MAY 2016
 THIS SURVEY WAS PREPARED AT THE REQUEST OF CITY OF PLEASANT HILL
 MAILING ADDRESS: 160 ADVENTURELAND DRIVE NW STE B ALTOONA, IOWA 50009-4232
 OWNER: OAK RIDGE ESTATES PARTNERSHIP
 TAX PARCEL NO.: 221/00106-067-010

- LEGEND**
- FND. MONUMENT (AS NOTED)
 - SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
 - ▲ FOUND SECTION CORNER
 - M MEASURED
 - R RECORDED
 - P PLATTED *EJS 6-30-16*

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Chad W. Marsh 6-21-16
 CHAD W. MARSH DATE

LICENSE NUMBER 17340

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016.

PAGES OR SHEETS COVERED BY THIS SEAL:
 SHEET 1 AND 2

KIRKHAM MICHAEL
 CONSULTING ENGINEERS

TITLE	PARCEL 012-TE	PROJECT NO. 1602600
DATE 6/7/2016	SCALE 1"=300'	SHEET NO. 1 of 2
DRAWN CAG	FIELD BOOK 14-119	
APPROVED CWM	REVISION	

ACQUISITION PLAT
 OF TEMPORARY EASEMENT BEING CONVEYED
 TO THE CITY OF PLEASANT HILL
 PARCEL 012-TE

LEGAL DESCRIPTION

A PORTION OF OUTLOT "X" IN BIANCHI AUDITOR'S PLAT, AN OFFICIAL PLAT, LYING IN SECTION 8, TOWNSHIP 78 NORTH, RANGE 23 WEST, OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 00(DEGREES) 27'(MINUTES) 31'(SECONDS) EAST, 100.35 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 89°32'29" WEST, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF PLEASANT HILL BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 00°27'31" EAST, 860.30 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 89°32'29" WEST, 30.00 FEET; THENCE NORTH 00°27'31" WEST, 801.45 FEET; THENCE SOUTH 89°32'29" WEST, 80.00 FEET; THENCE NORTH 00°27'31" WEST, 121.48 FEET; THENCE NORTH 89°32'29" EAST, 73.03 FEET; THENCE NORTH 00°30'36" WEST, 721.41 FEET TO THE SOUTH LINE OF LOT 6, OF SAID BIANCHI AUDITOR'S PLAT; THENCE NORTH 89°27'37" EAST, 10.00 FEET ON SAID SOUTH LINE; THENCE SOUTH 00°30'36" EAST, 683.72 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°27'31" EAST, 100.33 FEET; THENCE NORTH 89°32'29" EAST, 27.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.99 ACRES (42,929 SQUARE FEET) MORE OR LESS; SUBJECT TO ALL EASEMENTS OF RECORD.

ETS 6-30-16



KIRKHAM MICHAEL CONSULTING ENGINEERS		PROJECT NO. 1602600
TITLE PARCEL 012-TE		SHEET NO. 2 of 2
DATE 6/7/2016	FIELD BOOK 14-119	
DRAWN CAG	REVISION	
APPROVED CWM		



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016

TO: MAYOR & CITY COUNCIL

FROM: MADELINE STURMS, AICP, CPM
SENIOR PLANNER

SUBJECT: TERMINATION OF AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES WITH
NORFOLK SOUTHERN RAILWAY CO.

BACKGROUND:

At the September 27, 2016 City Council meeting, a resolution and agreement were approved with Norfolk Southern Railway Company. The intention of the agreement is for the Company to provide preliminary engineering services related to the rail crossing improvements needed as part of the Pleasant Hill Boulevard and Vandalia Road Improvements project currently under design. Norfolk Southern has now informed the City that the agreement prepared by the Company was in error. Norfolk Southern has realized that it leases the subject portion of railway to the Burlington Northern Santa Fe and any agreement needs to involve the lease holder. Following is a resolution acknowledging the request to void the agreement and providing for the City action to formally terminate. The Burlington Northern Santa Fe railway will be preparing a similar agreement for the City Council to consider at a later date.

ALTERNATIVES:

Not approve the resolution.

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Consider approval of the attached resolution which approves terminates the contract with Norfolk Southern Railway Co for preliminary engineering services on the Pleasant Hill Blvd and Vandalia Rd improvement project.

RESOLUTION #0101116-02

A RESOLUTION TERMINATING CONTRACT WITH NORFOLK SOUTHERN RAILWAY COMPANY FOR PRELIMINARY ENGINEERING SERVICES

WHEREAS, the Pleasant Hill City Council approved a resolution and entered into an agreement with Norfolk Southern Railway Company for improvements to Pleasant Hill Boulevard and Vandalia Road on September 27th, 2016; and

WHEREAS, Norfolk Southern Railway Company has now provided the City with notice that the agreement prepared by the Company needs to be voided as the section of railway is leased by Norfolk Southern to the Burlington Northern Santa Fe; and

WHEREAS, Burlington Northern Santa Fe will be preparing an agreement for the railway improvements for future consideration by the City Council;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby acknowledge the request from Norfolk Southern Railway Company to terminate the agreement approved by Resolution 092716-06. **BE IT FURTHER RESOLVED** that the City of Pleasant Hill terminate its involvement in the agreement with Norfolk Southern Railway Company and directs the Mayor and City Manager to take any steps necessary to terminate the agreement.

ADOPTED this 11th day of October, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016
TO: MAYOR & CITY COUNCIL
FROM: MADELINE STURMS, AICP, CPM
SENIOR PLANNER
SUBJECT: ORDINANCE REZONING A-1 AGRICULTURAL TO R1-90 SINGLE FAMILY RESIDENTIAL
LOTS 2, 3, AND 4, IN BLOCK 4, RISING SUN

BACKGROUND:

Property owners Jason and Cheryl Hild recently acquired Lots 2, 3, & 4, Block 4, of Rising Sun, locally known as 6439 NE 5th Ave. The property owners wish to make improvements to the home including a new foundation and moving the location of the structure within the parcel. In order to make these improvements, the property needs to be assigned appropriate zoning. It is currently zoned A-1 Agricultural, a designation that is automatically assigned when property is annexed into the City until another district is assigned that coincides with the Comprehensive Plan. At this time the property is being proposed for zoning assignment in accordance with the City's adopted Comprehensive Plan and Future Land Use Plan. Hild's have petitioned to rezone the property from A-1 Agricultural to R1-90 Single Family Residential.

The statement of intent for the R1-90 zoning district according to the adopted Zoning Ordinance is as follows:

The R1-90 Zoning District is intended and designed to preserve existing single-family residential neighborhoods and to promote new single-family residential neighborhoods.

The attached Future Land Use Plan designates the entire parcel as Low Density which correlates to the request for the R1-90 rezoning request. The Low Density Residential classification is defined by the following characteristics:

The Low Density Residential land use category includes detached, single-unit residential structures, although these areas may include small amounts of attached single-family housing.

The Planning and Zoning Commission has reviewed the request with a recommendation for approval. Following is the second reading of an ordinance to assign the R1-90 designation to the property.

ALTERNATIVES:

Not approve the second reading of the ordinance for the zoning change. However, the change would assign a zoning designation matching the City's adopted future land use plan.

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Approve the second reading of the ordinance for the zoning change.

ORDINANCE NO. 809

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PLEASANT HILL, IOWA 1998, BY AMENDING ZONING DESIGNATION TO SPECIFIC PROPERTIES

BE IT ENACTED by the Pleasant Hill City Council of the City of Pleasant Hill, Iowa:

WHEREAS, a rezoning request has been proposed from A-1 Agricultural to R1-90 Residential Single Family for the property legally described as follows:

LOTS 2, 3, AND 4, BLOCK 4, RISING SUN, IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

Containing 0.6 acres, more or less.

WHEREAS, a public hearing was held on Tuesday, September 27, 2016, at 6:30 p.m. at Pleasant Hill City council chambers, Pleasant Hill, Iowa, in accordance with Code of Iowa; and,

WHEREAS, the City Council of Pleasant Hill, Iowa, has the authority to grant this request and has found it to be consistent with the comprehensive plan for the City; and

WHEREAS, the Official Zoning Map for the City of Pleasant Hill, Iowa has been amended, per Chapter 165, Section 165.05 Boundaries; Map, City Code, 1998, City of Pleasant Hill, Iowa;

BE IT ENACTED by the City Council of Pleasant Hill, Iowa:

SECTION 1. ZONING. The property is rezoned from A-1 Agricultural to R1-90 Residential Single Family for the property legally described as follows:

LOTS 2, 3, AND 4, BLOCK 4, RISING SUN, IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

Containing 0.6 acres, more or less.

SECTION 2. SEVERABILITY CLAUSE. If any such section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

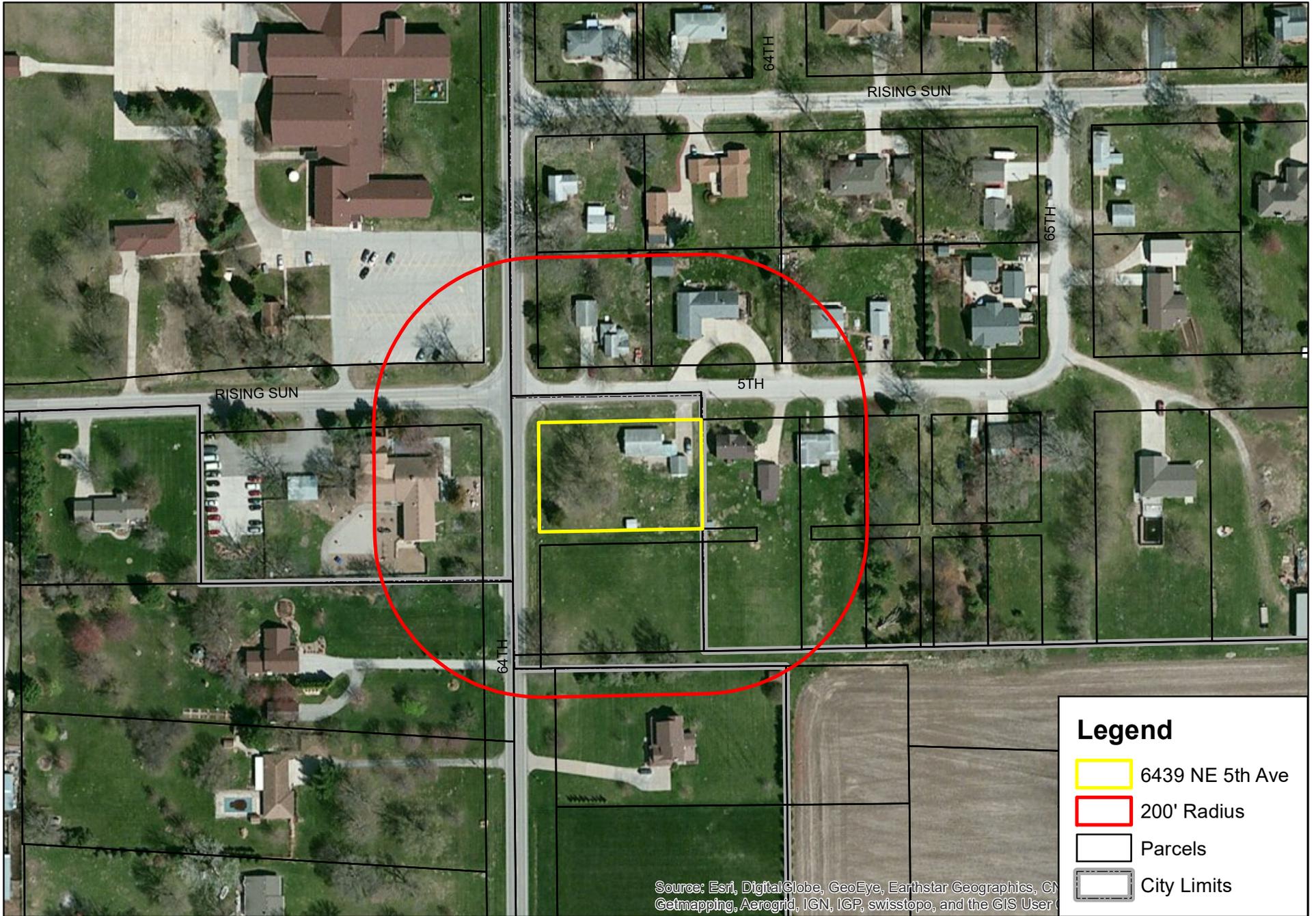
SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

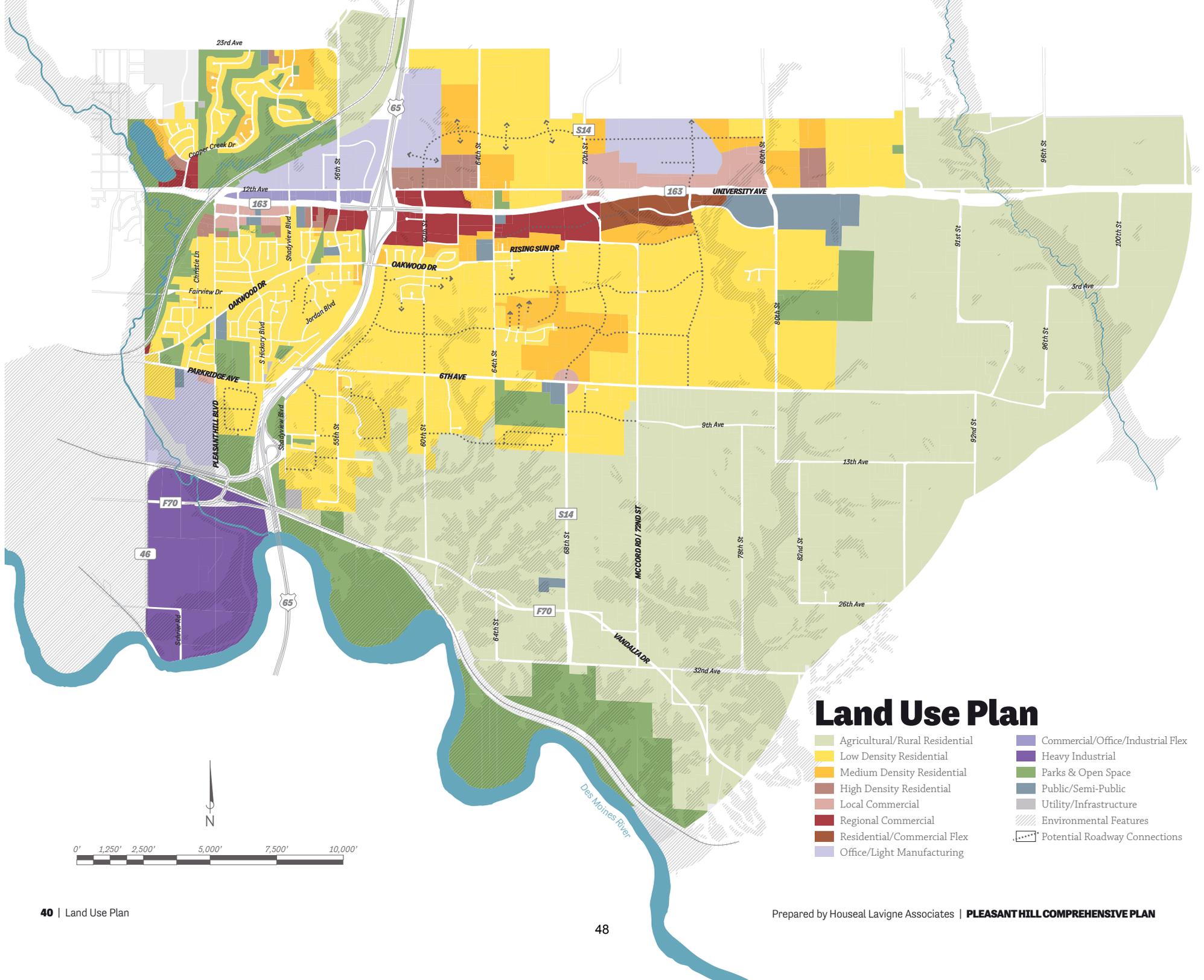
PASSED AND APPROVED by the Pleasant Hill City Council on _____, 2016.

Sara Kurovski, Mayor

ATTEST:

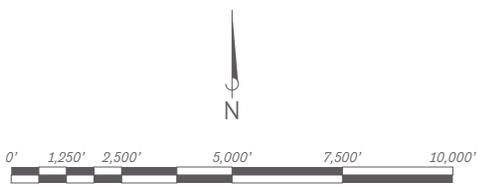
Dena Spooner, City Clerk/Finance Director





Land Use Plan

- Agricultural/Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Local Commercial
- Regional Commercial
- Residential/Commercial Flex
- Office/Light Manufacturing
- Commercial/Office/Industrial Flex
- Heavy Industrial
- Parks & Open Space
- Public/Semi-Public
- Utility/Infrastructure
- Environmental Features
- Potential Roadway Connections



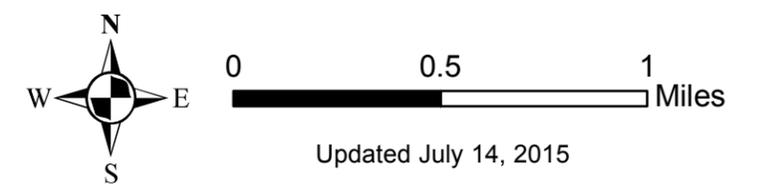


CITY OF PLEASANT HILL, IOWA ZONING MAP

Community Development Department
5160 Maple Drive, Suite A
Pleasant Hill, IA 50327
Tel (515) 309-9461 Fax (515) 309-9458
www.pleasanthilliowa.org

DISCLAIMER: This Zoning Map is provided for informational purposes "as is" without warranties of any kind either express or implied or any representation of accuracy, timeliness or completeness. This map is dynamic and is subject to change. To obtain an official zoning determination or to see the Official Zoning Map of Pleasant Hill, contact the Community Development Department. For questions regarding parcel ownership and legal descriptions, please contact the Polk County Auditor.

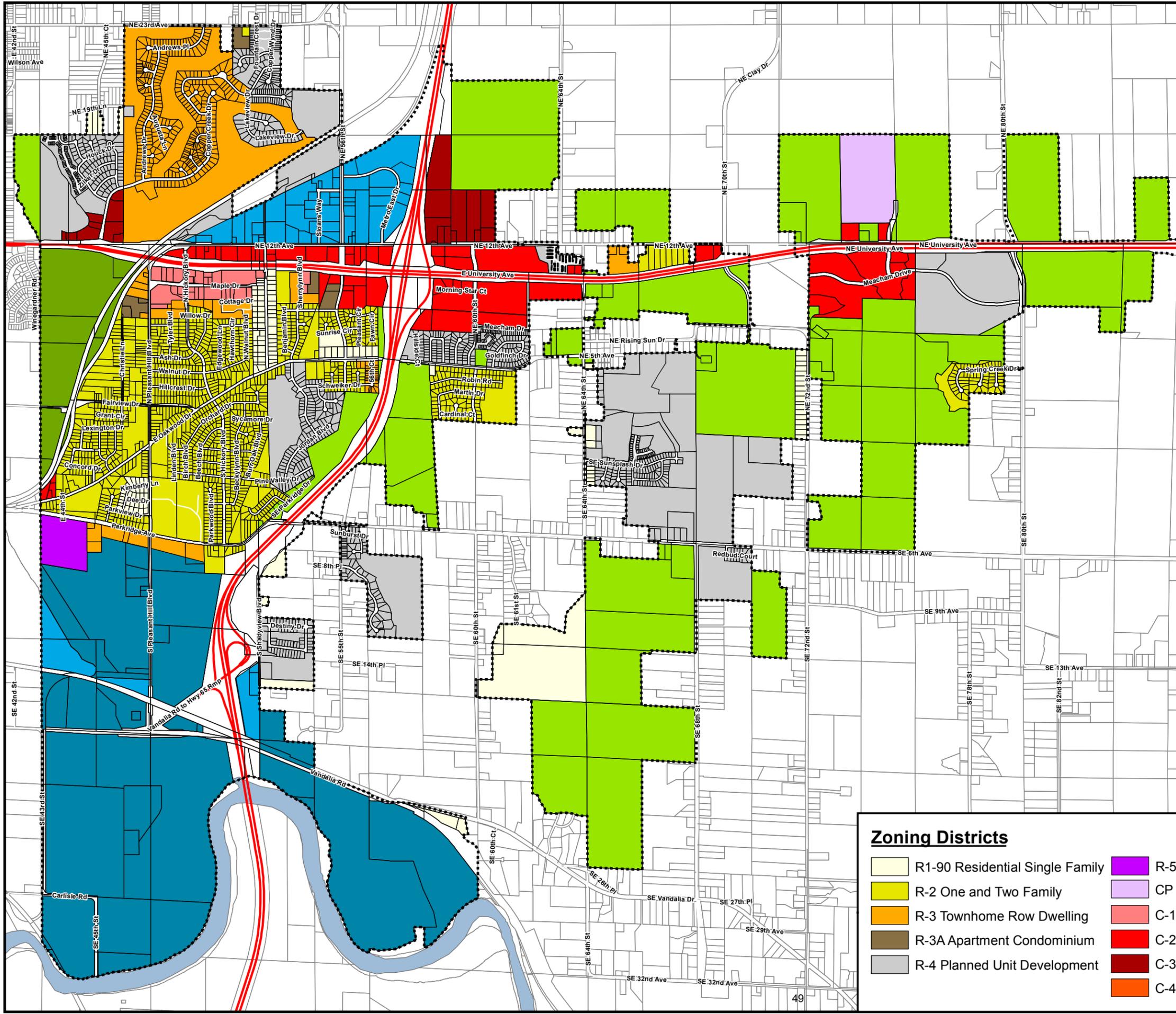
The City of Pleasant Hill does not guarantee the content of the information contained on its web pages. The City of Pleasant Hill assumes no liability for any damages or loss of any kind that might arise from the use of or inability to use the City's website and/or materials contained on it. The City also retains the right to change any content on its website without notice.



Updated July 14, 2015

Zoning Districts

- | | | |
|---------------------------------|--|------------------------|
| R1-90 Residential Single Family | R-5 Mobile Home Park | I-1 Limited Industrial |
| R-2 One and Two Family | CP Commerce Park | I-2 Light Industrial |
| R-3 Townhome Row Dwelling | C-1 Local Commercial | I-3 Heavy Industrial |
| R-3A Apartment Condominium | C-2 General Commercial / Highway Service | A-1 Agricultural |
| R-4 Planned Unit Development | C-3 Planned Commercial | U-1 Floodplain |
| | C-4 Planned Office Park | |





CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, AICP, EDFP, ASLA
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AMENDING CHAPTER 163 FIRE CODE

BACKGROUND:

The City has adopted the 2012 Edition of the International Fire Code as the current fire code for the community in Chapter 163 of the City Code. Language was included in the adopting ordinance for several modifications to make the Fire Code specific to the needs of Pleasant Hill. Included in the City Code is an assignment of the role of Fire Code Official to the City's Building Official. The current Building Official has resigned and the roles of the position are under review at this time. This assignment has been in place for several years and pre-dates the hiring of the full time Fire Chief for the City. It is more typical for the Fire Code Official to be a community's fire chief or in the case of larger communities it may be a designated member of a fire department such as a fire marshall. Moving the Fire Code Official role to the Fire Chief is an appropriate change at this time and would match the assignments in the other metro cities. Following is the third reading of an ordinance amending Chapter 163 Fire Code to reflect the change of the Fire Code Official changing from the Building Official to the Fire Chief. Excerpted language below highlights the change:

The term Fire Code Official is intended to also mean the ~~Building Official Fire Chief~~ and his or her representatives or designees, who are herewith, delegated the same powers, authorities, duties, and responsibilities as designated for the Fire Code Official.

ALTERNATIVES:

Not approve the third reading of the ordinance. However, the change provided by the ordinance would be in line with other metro communities by assigning the role of Fire Code Official to the Fire Chief.

FINANCIAL CONSIDERATIONS:

NA.

RECOMMENDATION:

Approve the third reading of the ordinance.

ORDINANCE NO. 808

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PLEASANT HILL, IOWA BY AMENDING CHAPTER 163 FIRE CODE

BE IT ENACTED by the City Council of the City of Pleasant Hill, Iowa:

Section 1: Chapter 163.02 AMENDMENTS, MODIFICATIONS, ADDITIONS, AND DELETIONS of the City Code of the City of Pleasant Hill, Iowa is hereby amended by deleting in its entirety Subsection 163.02(2).

Section 2: Chapter 163.02 AMENDMENTS, MODIFICATIONS, ADDITIONS, AND DELETIONS of the City Code of the City of Pleasant Hill is hereby amended by inserting a new Subsection 163.02(2) as follows:

2. Section 103.1 General of the IFC, is hereby amended by adding the following paragraph to said section:

Section 103.1 General. The term Fire Code Official is intended to also mean the Fire Chief and his or her representatives or designees, who are herewith, delegated the same powers, authorities, duties, and responsibilities as designated for the Fire Code Official.

NOW, THEREFORE, be it ordained by the Pleasant Hill City Council, City of Pleasant Hill, Iowa, that Chapter 163 FIRE CODE be amended to include the aforementioned.

FURTHER, this ordinance shall be in effect following its final passage, approval, and publication provided by law.

PASSED AND APPROVED by the Pleasant Hill City Council on this _____day of _____, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner City Clerk/Finance Director



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, AICP, EDFP, ASLA
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: SITE PLAN APPROVAL
TOWER CO WIRELESS TOWER RELOCATION 5414 EAST OAKWOOD DRIVE

BACKGROUND:

The City has been working with TowerCo, a wireless telecommunications company, on potential improvements to Sunrise Park. Located at 5414 East Oakwood Drive, the Park was developed around a utility corridor containing one of the City's water towers and large above ground power lines. The water tank has provided lease space for cellular telecommunications equipment for many years in an effort to reduce overall infrastructure clutter in the community. This has been a common practice in communities nationwide to encourage and in some cases require the co-location of these facilities on existing towers or public infrastructure. Full control of the City's water system was transferred to Des Moines Water in 2005 and as the controlling entity the agency is no longer comfortable having the telecommunications equipment on the tower. The wiring and other apparatus makes cleaning, painting, and movement within and on the tower difficult and unsafe. Des Moines Water Works has recommended the City work to provide an alternate facility on the same site to improve safety and still meet the existing lease needs. Attached is a site plan for a new 190' tall monopole directly adjacent to the water tower with supporting equipment within a fenced in area. The proposal has been reviewed by public works and parks department staff members and they have found it to be generally harmonious with their operations at the site. The Planning and Zoning Commission has recommended approval of the site plan. A lease arrangement for the facility will be needed for the use of the property and another item elsewhere on the Council agenda contains a resolution setting a public hearing for consideration of a lease. Following is a resolution approving the site plan.

ALTERNATIVES:

Not approve the site plan. However, the proposed project would be delayed or terminated.

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Approve the attached resolution approving the site plan.

RESOLUTION #101116-03

A RESOLUTION APPROVING SITE PLAN FOR TOWER CO FOR THE RELOCATION OF WIRELESS COMMUNICATION FACILITIES IN SUNRISE PARK AT 5414 EAST OAKWOOD DRIVE

WHEREAS, the attached site plan for the relocation of wireless communication facilities within Sunrise Park at 5414 East Oakwood Drive has been prepared on behalf of Tower Co; and

WHEREAS, Des Moines Water Works has requested that the City work to relocate existing wireless communications facilities currently on the water tower in Sunrise Park to a new facility adjacent to the water tower for safety purposes; and

WHEREAS, the amended site plan has been reviewed by the Planning and Zoning Commission with a recommendation for approval;

WHEREAS, a lease arrangement with Tower Co will be considered separately for the construction of the facility;

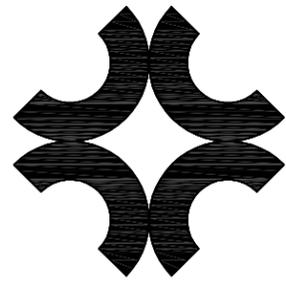
THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached site plan for the project at 5414 East Oakwood Drive.

ADOPTED this 11th day of October, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



TowerCo

SITE NAME:
SUNRISE PARK

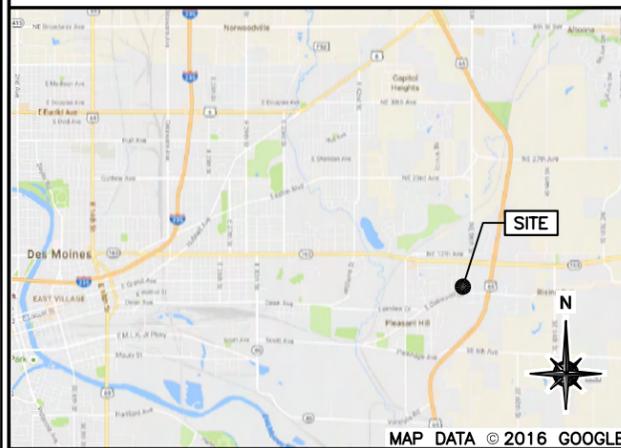
TOWERCO SITE ID:
IA-0227

SITE ADDRESS:
**5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319**

DRAWING INDEX

SHEET NUMBER	DESCRIPTION
T-1	TITLE SHEET
N-1	NOTES
N-2	NOTES
N-3	NOTES
N-4	NOTES
N-5	NOTES
1 OF 1	EXISTING CONDITIONS SITE SURVEY
1 OF 1	SITE SURVEY
Z-1	ZONING MAP
C-1	OVERALL PROPERTY PLAN
C-2	ENLARGED SITE PLAN
C-3	GEOMETRIC SITE PLAN
C-4	GRADING PLAN
C-5	TOWER ELEVATION
C-6	YARD DETAILS
C-7	FENCE DETAILS
E-1	OVERALL & ENLARGED UTILITY PLANS
E-2	UTILITY DETAILS
G-1	GROUNDING PLAN
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS

VICINITY MAP



PROJECT INFORMATION

TOWER OWNER:

TOWERCO
5000 VALLESTONE DRIVE
CARY, NC 27519
TEL: (919) 469-5559
FAX: (919) 469-5530

GEOGRAPHIC COORDINATES:

LATITUDE: 41° 34' 38.04" N (NAD 83)
(41.577233°)
LONGITUDE: 93° 30' 19.47" W (NAD 83)
(-93.505408°)

PROPERTY ADDRESS:

5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY

GROUND ELEVATION:

931.1' AMSL (NAVD88)
(OBTAINED FROM 1A LETTER
DATED 01/21/16)

TAX I.D. NUMBER:

723-04-228-036

ZONING JURISDICTION:

CITY OF PLEASANT HILL

BUILDING CODES:

INTERNATIONAL BUILDING CODE (2012)
NATIONAL ELECTRIC CODE (2011)

ZONING DESIGNATION:

T.B.D.

PROJECT SUMMARY

PROPOSED 33'-0" X 58'-0" OVERALL FENCED COMPOUND WITHIN PROPOSED 35'-0" X 60'-0" LEASE AREA AND PROPOSED 190'-0" MONOPOLE.

CONSULTING TEAM

ARCHITECT/ENGINEER:

W-T COMMUNICATION DESIGN GROUP, LLC
2675 PRATUM AVE.
HOFFMAN ESTATES, IL 60192
CONTACT: DAVID VAN LIESHOUT
DIRECT: (224) 293-6419
TEL: (224) 293-6333
FAX: (224) 293-6444

SURVEYOR:

ANDERSON-BOGERT ENGINEERS
& SURVEYORS, INC.
4001 RIVER RIDGE DRIVE N.E.
CEDAR RAPIDS, IA 52402
TEL: (319) 377-4629

STRUCTURAL ENGINEER (TOWER):

TOWERCO
5000 VALLESTONE DRIVE
CARY, NC 27519
TEL: (919) 469-5559
FAX: (919) 469-5530

APPLICANT:

WARD DEVELOPMENT ON
BEHALF OF TOWERCO
15 PARK PLACE CENTRE
SWANSEA, IL 62226
CONTACT: STEVE WARD
TEL: (618) 222-2840

LOCAL MAP



W-T Communication Design Group's
Commitment to Quality



Please take a few moments to fill out our online survey.

SPECIAL NOTES

ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT MANUFACTURER INSTALLATION GUIDES.

(EX.) CONDITIONS WILL BE CHECKED AND VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED AND CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

CONTRACTOR SHALL VERIFY ALL PLANS AND (EX.) DIMENSIONS AND CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

UTILITY COORDINATION

POWER COMPANY:

SHO-ME POWER ELECTRIC COOPERATIVE
TEL: (866) 468-2615



Know what's below.
Call before you dig.
www.call811.com

TELEPHONE COMPANY:

T.B.D.
TEL: T.B.D.



W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

2675 Pratum Avenue
Hoffman Estates, Illinois 60192
PH: (224) 293-6333 FAX: (224) 293-6444
www.wtengineering.com

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JEFFERY GUTOWSKY
PROFESSIONAL ENGINEER
STATE OF IOWA
LICENSE # 17222
EXPIRES 12/31/17 SIGNED:



TowerCo

SITE NAME: SUNRISE PARK

TOWERCO SITE ID: IA-0227

**5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY**

REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UPDATE	DVL	JKE	JG

PROJECT NUMBER
T1600003

DRAWING TITLE
TITLE SHEET

DRAWING NUMBER
T-1

1.0 GENERAL REQUIREMENTS:

1.1 INTENT

- THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
- THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO TOWERCO FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.
- NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

1.3 CONTRACTS AND WARRANTIES

- CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

1.4 STORAGE

- ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.
- THE RADIO EQUIPMENT MUST BE STORED INSIDE UNTIL THERE IS POWER ON SITE.

1.5 CLEAN UP

- THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES. DURING WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.
- EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
 - REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
 - IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.
- INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.
 - REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
 - REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

1.6 CHANGE ORDER PROCEDURE

- CHANGE ORDERS MAY BE INITIATED BY THE OWNER AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE OWNER SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO THE OWNER WITHIN 72 HRS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM OF AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

1.7 RELATED DOCUMENTS AND COORDINATION

- GENERAL CARPENTRY, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.8 SHOP DRAWINGS

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.
- ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER.

1.9 PRODUCTS AND SUBSTITUTIONS

- SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE OWNER SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.

1.10 QUALITY ASSURANCE

- ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF APPLICABLE CODES.

1.11 ADMINISTRATION

- BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
- SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.
- PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).
- CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A PAGER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE OWNER, NOR WILL WIRELESS SERVICE BE ARRANGED.
- DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR NECESSARY PERSONAL PROTECTION EQUIPMENT AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL SAFETY REQUIREMENTS IN THEIR AGREEMENT.
- PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE OWNER.
- COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

1.12 INSURANCE AND BONDS

- CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
- THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
- CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

1.13 CODES

- CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS AND RULES PROMULGATED BY FEDERAL, STATE, AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE SITE. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THESE SPECIFICATIONS.

1.14 LICENSING

- HAVE AND MAINTAIN A VALID CONTRACTORS LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, THE TRADESMAN OR SUBCONTRACTORS PERFORMING THOSE TRADES SHALL BE LICENSED. RESEARCH AND COMPLY WITH LICENSING LAWS, PAY LICENSE FEES, AND SELECT AND INFORM SUBCONTRACTORS REGARDING THESE LAWS.

1.15 OSHA

- FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS, AND STATE LAWS BASED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT. THESE REGULATIONS INCLUDE BUT ARE NOT LIMITED TO REGULATIONS DEALING WITH TOWER CONSTRUCTION AND SAFETY, EXCAVATIONS AND TRENCHING, AND WORK IN CONFINED SPACES. ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR NECESSARY PERSONAL PROTECTION EQUIPMENT AT ALL TIMES DURING CONSTRUCTION.
- CONSTRUCTION CONTRACTOR MUST ADHERE TO ALL TOWERCO REQUIREMENTS.

1.16 PHOTOS

- PROVIDE PHOTOGRAPHIC EVIDENCE OF ALL FOUNDATION INSTALLATION, GROUNDING AND TRENCHING AFTER PLACEMENT OF UTILITIES PRIOR TO BACKFILL.

1.17 BUILDING PERMITS

- TOWERCO WILL SUBMIT CONSTRUCTION DOCUMENTS TO THE JURISDICTIONAL AUTHORITY FOR PLAN CHECK AND REVIEW. CONTRACTOR WILL SUBMIT LICENSING AND WORKMAN'S COMPENSATION INFORMATION TO THE JURISDICTION AS REQUIRED TO OBTAIN THE BUILDING PERMIT. CONTRACTOR SHALL COORDINATE AND SCHEDULE REQUIRED INSPECTIONS AND POST REQUIRED PERMITS AT THE JOB SITE. COMPLY WITH SPECIFIC PROJECT-RELATED REQUESTS AND SUGGESTIONS MADE BY BUILDING INSPECTOR AND INFORM CONSTRUCTION MANAGER OF ANY SUCH WORK THAT MAY BE BEYOND THE SCOPE OF THE CONTRACT OR DEVIATE FROM THE CONSTRUCTION DOCUMENTS. PROVIDE COPIES TO TOWERCO (US) INFRASTRUCTURE.

1.18 ZONING REGULATIONS AND CONDITIONAL USE PERMITS

- TOWERCO WILL SUBMIT FOR AND OBTAIN ALL ZONING AND CONDITIONAL USE PERMITS. SOME USE PERMITS MAY HAVE SPECIFIC REQUIREMENTS RELATED TO THE CONSTRUCTION SUCH AS NOISE REGULATIONS, HOURS OF WORK, AND ACCESS LIMITATIONS. THE CONSTRUCTION MANAGER WILL INFORM THE CONTRACTOR OF THESE REQUIREMENTS AT THE PRE-BID MEETING OR AS SHOWN IN CONSTRUCTION DOCUMENTS.

1.19 FAA PERMIT AND TOWER LIGHTING

- REFER TO CONSTRUCTION DOCUMENTS AND CONSTRUCTION MANAGER FOR FAA AND STATE LIGHTING REQUIREMENTS. CONTRACTOR SHALL PROVIDE TEMPORARY FAA APPROVED LIGHTING UNTIL PERMANENT LIGHTING IS OPERATIONAL. TOWERCO WILL CONFIRM FAA APPROACH OF TOWER LOCATION PRIOR TO ISSUING CONSTRUCTION NOTICE TO PROCEED.

1.20 SITE SECURITY

- TOWER MUST BE FENCED, TEMPORARILY OR PERMANENTLY WITHIN 24 HOURS OF ERECTION. DO NOT ALLOW THE GATE ACCESSING THE TOWER AREA TO REMAIN OPEN OR UNATTENDED AT ANY TIME FOR ANY REASON. KEEP THE GATE CLOSED AND LOCKED WHEN NOT IN USE.

1.21 SITE CONTROL

- THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION AT THE SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO TOWERCO.
- THE CONTRACTOR IS TO MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
- ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.



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 PROFESSIONAL ENGINEER
 STATE OF IOWA
 LICENSE # 17222
 EXPIRES 12/31/17 SIGNED:



SITE NAME: SUNRISE PARK
TOWERCO SITE ID: IA-0227
5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY

REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UDPATE	DVL	JKE	JG

PROJECT NUMBER
T1600003

DRAWING TITLE
NOTES

DRAWING NUMBER
N-1

2.0 SITE PREPARATION

2.1 SCOPE OF WORK INCLUDES:

1. PROTECTION OF EXISTING TREES, VEGETATION AND LANDSCAPING MATERIALS WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES.
2. TRIMMING OF EXISTING TREES AND VEGETATION AS REQUIRED FOR PROTECTION DURING CONSTRUCTION ACTIVITIES.
3. CLEARING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.
4. TOPSOIL STRIPPING AND STOCKPILING.
5. TEMPORARY EROSION CONTROL, SILTATION CONTROL AND DUST CONTROL CONFORMING TO LOCAL REQUIREMENTS AS APPLICABLE.
6. TEMPORARY PROTECTION OF ADJACENT PROPERTY, STRUCTURES, BENCHMARKS AND MONUMENTS.
7. PROTECTION AND TEMPORARY RELOCATION, STORAGE AND RE-INSTALLATION OF EXISTING FENCING AND OTHER SITE IMPROVEMENTS SCHEDULED FOR REUSE.
8. REMOVAL AND LEGAL DISPOSAL OF CLEARED MATERIALS.

2.2 PRODUCTS AND MATERIALS (AS APPROVED BY CONSTRUCTION MANAGER OR AS NOTED IN CONSTRUCTION DOCUMENTS.)

1. MATERIALS USED FOR TREE PROTECTION, EROSION CONTROL, SILTATION CONTROL AND DUST CONTROL AS SUITABLE FOR SPECIFIC SITE CONDITIONS.

3.0 EARTH WORK

3.1 SCOPE OF WORK INCLUDES:

1. EXCAVATION, TRENCHING, FILLING, COMPACTION, AND GRADING FOR STRUCTURES, SITE IMPROVEMENTS AND UTILITIES.
2. MATERIALS FOR SUB-BASE DRAINAGE FILL, FILL, BACKFILL AND GRAVEL FOR SLABS, PAVEMENTS AND IMPROVEMENTS.
3. ROCK EXCAVATION WITHOUT BLASTING.
4. SUPPLY OF ADDITIONAL MATERIALS FROM OFFSITE AS REQUIRED.
5. REMOVAL AND LEGAL DISPOSAL OF EXCAVATED MATERIALS AS REQUIRED.

3.2 QUALITY ASSURANCE

1. COMPACTION:
 - A. UNDER STRUCTURES, BUILDING SLABS, PAVEMENTS AND WALKWAYS OBTAIN A 95 PERCENT COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 OR WITHIN PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE, UNLESS NOTED OTHERWISE.
2. GRADING TOLERANCES OUTSIDE BUILDING CODES:
 - A. LAWNS, UNPAVED AREAS AND WALKS PLUS OR MINUS 1 INCH.
 - B. UNDER PAVEMENTS PLUS OR MINUS 1/2 INCH.
3. GRADING TOLERANCE FOR FILL UNDER ALL CONCRETE APPLICATIONS: PLUS OR MINUS 1/2 INCH MEASURED WITH 10 FOOT STRAIGHTEDGE.
4. ACCESSIBLE ROUTE GRADING MUST MEET THE MINIMUM REQUIREMENTS OF ADOPTED ACCESSIBILITY CODES.

3.3 PRODUCTS AND MATERIALS (AS APPROVED BY CONSTRUCTION MANAGER OR AS NOTED IN CONSTRUCTION DOCUMENTS.)

1. SUB-BASE MATERIAL GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE OR SLAG AND NATURAL SAND.
2. WASHED MATERIAL EVENLY GRADED MIXTURE OF CRUSHED STONE OR GRAVEL WITH 95 PERCENT PASSING A 1-1/2 INCH SIEVE.
3. GRADING MATERIAL WILL CONSIST OF: SATISFACTORY NATIVE OR IMPORTED SOIL MATERIALS FREE OF CLAY, ROCK OR GRAVEL NOT LARGER THAN 2 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS AND OTHER UNSUITABLE MATERIALS. IMPORTED MATERIALS SHALL HAVE A CLAY CONTENT NO MORE THAN 5 PERCENT.
4. BACKFILL MATERIALS WILL CONSIST OF: SATISFACTORY NON-COHESIVE NATIVE OR IMPORTED SOIL MATERIALS FREE OF CLAY, ROCK OR GRAVEL NOT LARGER THAN 4 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, AND OTHER UNSUITABLE MATERIALS. IMPORTED MATERIAL SHALL HAVE A CLAY CONTENT OF NO MORE THAN 5 PERCENT.

5. GRAVEL MATERIAL EVENLY GRADED MIXTURE OF CRUSHED STONE OR GRAVEL WITH 95 PERCENT PASSING A 1-1/2 INCH SIEVE.

6. GEOTEXTILE FABRIC: AS PER CONSTRUCTION DOCUMENTS.

3.4 CLEARING AND GRUBBING

1. REMOVE ALL VEGETATION AND MATERIALS AS REQUIRED. REMOVE STUMPS COMPLETELY UNDER FOUNDATIONS AND ROADWAY. DISPOSE OF CLEARING AND GRUBBING OFF-SITE, OR IN AN ON-SITE LOCATION APPROVED BY CONSTRUCTION MANAGER.

3.5 STRIPPING

1. STRIP NOT LESS THAN 3 INCHES OF SOD AND TOPSOIL FROM AREAS THAT WILL UNDERLAY GRAVEL PAVEMENT, NEW STRUCTURES OR NEW EMBANKMENTS. STOCKPILE STRIPPING ON-SITE FOR RE-USE IN FINAL LANDSCAPING.

3.6 COMMON EXCAVATION

1. EXCAVATE TO DEPTH, LINES AND GRADES SHOWN ON THE PLANS OR AS OTHERWISE SPECIFIED.
2. TEMPORARILY STOCKPILE ON-SITE EXCAVATION AT AN APPROVED LOCATION WITHIN THE WORK AREA UNTIL SITE GRADING IS COMPLETE. STOCKPILE SHALL NOT EXCEED 15 FEET IN HEIGHT.
3. LEGALLY DISPOSE OF EXCESS COMMON EXCAVATION OFF-SITE.

3.7 EMBANKMENT

1. CONSTRUCT EMBANKMENT TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.
2. CONSTRUCT EMBANKMENT FROM ON-SITE EXCAVATION MATERIALS WHEN SUITABLE. USE IMPORTED BACKFILL ONLY AFTER AVAILABLE ON-SITE EXCAVATION MATERIALS HAVE BEEN USED.
3. CONSTRUCT IN LIFTS OF NOT MORE THAN 12 INCHES IN LOOSE DEPTH. THE FULL WIDTH OF THE CROSS SECTION SHALL BE BROUGHT UP UNIFORMLY.
4. MATERIAL SHALL BE PLACED IN MAXIMUM 8"-12" LIFTS AND SHALL BE NEAR OPTIMUM MOISTURE CONTENT BEFORE ROLLING TO OBTAIN THE PRESCRIBED COMPACTION. WETTING OR DRYING OF THE MATERIAL AND MANIPULATION TO SECURE A UNIFORM MOISTURE CONTENT THROUGHOUT THE LAYER MAY BE REQUIRED. SUCH OPERATIONS SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM. SHOULD THE MATERIAL BE TOO WET TO PERMIT PROPER COMPACTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO UTILIZE MATERIAL WITH AN ACCEPTABLE MOISTURE CONTENT.
5. DO NOT PLACE FROZEN MATERIAL IN THE EMBANKMENT AND DO NOT PLACE EMBANKMENT MATERIAL UPON FROZEN MATERIAL.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF EMBANKMENTS AND THE REPLACEMENT OF ANY PORTION WHICH HAS BECOME DISPLACED DUE TO THE CONTRACTOR'S OPERATIONS.
7. START LAYERS IN THE DEEPEST PORTION OF THE FILL, AND AS PLACEMENT PROGRESSES, CONSTRUCT LAYERS APPROXIMATELY PARALLEL TO THE FINISHED GRADE LINE.
8. ROUTE EQUIPMENT, BOTH LOADED AND EMPTY, OVER THE FULL WIDTH OF EMBANKMENT TO ENSURE UNIFORMITY OF MATERIAL PLACEMENT.
9. COMPACT EMBANKMENT UNDERLYING NEW GRAVEL, PAVING, FLOOR SLABS, AND STRUCTURES TO A 95 PERCENT COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 OR WITHIN PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT UNLESS NOTED OTHERWISE. COMPACT NON-STRUCTURAL AREA EMBANKMENTS TO A MINIMUM OF 90% OF ASTM D-1557.

3.8 SITE GRADING

1. USING ON-SITE EXCAVATION MATERIALS SHAPE, TRIM, FINISH AND COMPACT SURFACE AREAS TO CONFORM TO THE LINES, GRADES AND CROSS SECTIONS SHOWN ON THE DRAWINGS OR AS DESIGNATED BY THE CONSTRUCTION MANAGER.
2. GRADE SURFACES TO DRAIN AND ELIMINATE ANY PONDING OR EROSION.
3. ELIMINATE WHEEL RUTS BY RE-GRADING.
4. COMPACT AREAS UNDERLYING NEW GRAVEL, PAVING, FLOOR SLABS, AND STRUCTURES TO A 95 PERCENT COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 OR WITHIN PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT, UNLESS NOTE OTHERWISE.
5. CONSTRUCT FINISHED SURFACE OF SITE GRADING AREAS WITHIN ONE INCH FROM SPECIFIED GRADE

3.9 SUBGRADE PREPARATION

1. SHAPE TOP OF SUBGRADE TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.
2. MAINTAIN TOP OF SUBGRADE TO A FREE-DRAINING CONDITION.
3. DO NOT STOCKPILE MATERIALS ON TOP OF SUBGRADE UNLESS AUTHORIZED BY CONSTRUCTION MANAGER.

4. COMPACT THE TOP 12 INCHES OF SUBGRADE TO A 95 PERCENT COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 OR WITHIN PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT.

5. CONSTRUCT TOP OF SUBGRADE WITHIN ONE INCH OF ESTABLISHED GRADE AND CROSS-SECTION.

3.10 GEOTEXTILE FABRIC

1. LAY GEOTEXTILE FABRIC OVER COMPACTED SUBGRADE AS PER CONSTRUCTION DOCUMENTS IN THE COMPOUND AREA AND UNDER LENGTH OF ROAD (WHEN REQUIRED). LAP ALL JOINTS TO A MINIMUM OF 36 INCHES.

3.11 GRAVEL SURFACING

1. CONSTRUCT GRAVEL SURFACING AREAS USING CRUSHED AGGREGATE BASE AND FINISH COURSES AS SPECIFIED BY CONSTRUCTION MANAGER OR CONSTRUCTION DOCUMENTS.
2. SPREAD GRAVEL AND RAKE TO OBTAIN A UNIFORM SURFACE AREA.

4.0 TRENCHING

4.1 GENERAL

1. CALL LOCAL UNDERGROUND UTILITY LOCATING SERVICE BEFORE ANY EXCAVATION OR TRENCHING.
2. FOR ALL EXCAVATION/TRENCHING OR DISTURBANCE OF SOILS:
 - A. EXCAVATION PERMIT TO BE SUBMITTED BY CONTRACTOR MIN 48 HOURS IN ADVANCE. WRITTEN APPROVAL MUST BE OBTAINED BEFORE WORK IS SCHEDULED.
 - B. GROUND PENETRATING RADAR MUST BE USED ALONG WITH ANY REQUIRED THIRD PARTY PRIVATE LOCATES AND CLEARED BEFORE WORK IS SCHEDULED.

4.2 MATERIALS

1. FILL MATERIAL SHALL BE OBTAINED, WHEN POSSIBLE FROM MATERIALS EXCAVATED FROM TRENCHES ON-SITE. STRUCTURAL FILL, SAND OR SLURRY SHALL BE APPROVED BY THE CONSTRUCTION MANAGER AND SHALL CONFORM TO LOCAL GOVERNING JURISDICTIONS AND UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL CONTAIN NO ORGANIC MATERIAL OR ROCKS, NOR SHALL CONTAIN OBJECTIONABLE MATERIALS AND/OR MATERIALS DESIGNATED AS HAZARDOUS OR INDUSTRIAL BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE FILL MATERIAL SHALL CONTAIN FINES SUFFICIENT TO FILL ALL VOIDS IN THE MATERIAL. COMPACTION OF BACKFILL SOIL SHALL BE PLACED IN 12 INCH LOOSE LIFTS WHEN UTILIZING HEAVY COMPACTION EQUIPMENT OR 6 INCH LOOSE LIFTS WHEN UTILIZING HAND OPERATED TAMPERS.

4.3 PIPE DETECTION AND IDENTIFICATION

1. UTILIZING WARNING TAPE: ALL ELECTRIC SERVICE TRENCHES SHALL BE MARKED WITH WARNING TAPE.

4.4 TRENCH EXCAVATION

1. DIG TRENCH TO LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY CONSTRUCTION MANAGER.
2. TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT WITHOUT ENDANGERING OTHER CONSTRUCTION WORK OR ADJACENT FACILITIES.
3. DISPOSE OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY, AS DIRECTED BY CONSTRUCTION MANAGER.
4. USE HAND METHODS FOR EXCAVATION THAT CANNOT BE ACCOMPLISHED WITHOUT ENDANGERING EXISTING OR NEW STRUCTURES OR OTHER FACILITIES.

4.5 TRENCH PROTECTION

1. PROVIDE MATERIALS, LABOR AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.
2. SHEETING AND BRACING: MEET OR EXCEED OSHA REQUIREMENTS AND TOWERCO REQUIREMENTS.

4.6 BACKFILLING

1. NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.
2. BACKFILL TRENCH WITH LIFTS UP TO 12 INCHES, LOOSE MEASURE.
3. PROTECT CONDUIT FROM LATERAL MOVEMENT, DAMAGE FROM IMPACT OR UNBALANCED LOADING TO AVOID DISPLACEMENT OF CONDUIT AND/OR STRUCTURES. DO NOT FREE FALL BACKFILL INTO TRENCH UNTIL AT LEAST 12 INCHES OF COVER IS OVER THE CONDUIT.

4.7 COMPACTION

1. COMPACT BACKFILL TO A 90% COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 OR WITHIN PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
2. IF REQUIRED COMPACTION DENSITY HAS NOT BEEN OBTAINED, REMOVE THE BACKFILL FROM THE TRENCH OR STRUCTURE, REPLACE WITH APPROVED BACKFILL AND RE-COMPACT AS SPECIFIED.
3. ANY SUBSEQUENT SETTLEMENT OF TRENCH OR STRUCTURE BACKFILL DURING MAINTENANCE PERIOD SHALL BE CONSIDERED THE RESULT OF IMPROPER COMPACTION AND SHALL BE PROMPTLY CORRECTED.



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PROFESSIONAL ENGINEER
STATE OF IOWA
LICENSE # 17222
EXPIRES 12/31/17 SIGNED:



TowerCo

SITE NAME: SUNRISE PARK

TOWERCO SITE ID: IA-0227

**5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY**

REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UDPATE	DVL	JKE	JG

PROJECT NUMBER
T1600003

DRAWING TITLE

NOTES

DRAWING NUMBER

N-2

5.0 CHAIN LINK FENCES & GATES

5.1 GENERAL

1. PROVIDE CHAIN LINK FENCES AND GATES AS COMPLETE UNITS BY A SINGLE SUPPLY SOURCE INCLUDING NECESSARY ERECTION ACCESSORIES, FITTINGS AND FASTENERS.

5.2 PRODUCTS AND MATERIALS (AS APPROVED BY CONSTRUCTION MANAGER OR AS WITHIN CONSTRUCTION DOCUMENTS)

1. COMPOUND FABRIC 7'-0" HIGH AND OVER WITH 2-INCH MESH SHALL BE KNUCKLED AT ONE SELVAGE AND TWISTED AT THE OTHER.
2. STEEL FABRIC: COMPLY WITH CHAIN LINK FENCE MANUFACTURERS INSTITUTE (CLFMI) PRODUCT MANUAL. FURNISH ONE PIECE OF FABRIC WIDTHS. WIRE SIZE INCLUDES ZINC OR ALUMINUM COATING.
 - A. SIZE: 2-INCH MESH 9 GAUGE (0.148-INCH DIAMETER) WIRE.
 - B. GALVANIZED STEEL FINISH: ASTM A392, CLASS 2, WITH A MINIMUM 2.0 OZ. ZINC PER SQ. FT. OF UNCOATED WIRE SURFACE.
3. FRAMEWORK AND ACCESSORIES:
 - A. GENERAL REQUIREMENTS: EXCEPT AS INDICATED OTHERWISE CONFORM TO THE CHAIN LINK FENCE MANUFACTURERS INSTITUTE (CLFMI) PRODUCT MANUAL INDUSTRIAL STEEL GUIDE FOR FENCE RAILS, POSTS, GATES AND ACCESSORIES INCLUDING TABLE II.
 - B. STRENGTH REQUIREMENTS FOR POSTS AND RAILS CONFORMING TO ASTM F1043.
 - C. TYPE 1 PIPE HOT-DIPPED GALVANIZED STEEL PIPE CONFORMING TO ASTM F1083. PLANE ENDS, STANDARD WEIGHT (SCHEDULE 40) WITH NOT LESS THAN 18 OZ. ZINC PER SQ. FT. OF SURFACE AREA COATED.
 - D. FILLINGS: COMPLY WITH ASTM F526 MILL FINISHED ALUMINUM OR GALVANIZED IRON STEEL TO COMPLY WITH MANUFACTURER'S REQUIREMENTS.
 - E. TOP RAIL MANUFACTURERS LONGEST LENGTHS, WITH EXPANSION TYPE COUPLINGS, APPROXIMATELY 6 INCHES LONG, FOR EACH JOINT. PROVIDE MEANS FOR ATTACHING TOP RAIL SECURELY TO EACH GATE CORNER, PULL AND END POST.
4. GALVANIZED STEEL 1-1/4 INCH NPS (1.66 INCH OD) TYPE I OR II STEEL PIPE OR 1.625 INCH x 1.25 INCH ROLL-FORMED C-SECTIONS WEIGHING 1.35 LBS. PER FT.
5. SWING GATES: COMPLY WITH ASTM F900. PROVIDE HARDWARE AND ACCESSORIES FOR EACH GATE. GALVANIZED PER ASTM A153, AND IN ACCORDANCE WITH THE FOLLOWING:
 - A. HINGES: NON LIFT-OFF TYPE. OFFSET TO PERMIT 180 DEG. GATE OPENING.
 - B. LATCH: STYMILOCK MULTI-TENANT LOCKING DEVICE OR APPROVED EQUAL.
6. CONCRETE: PROVIDE CONCRETE CONSISTING OF PORTLAND CEMENT, ASTM C150, AGGREGATES ASTM C33, AND CLEAN WATER. MIX MATERIALS TO OBTAIN CONCRETE WITH A MINIMUM OF 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.

6.0 LANDSCAPING (IF APPLICABLE)

6.1 LANDSCAPE WORK

1. FURNISH, INSTALL AND MAINTAIN LANDSCAPE WORK AS SHOWN AND OR REQUIRED WITHIN THE CONSTRUCTION DOCUMENTS OR AS SPECIFIED IN THE TOWERCO CONSTRUCTION SPECIFICATIONS.

7.0 CONCRETE FORMWORK

7.1 CONCRETE FORMWORK

1. FORMS: SMOOTH AND FREE OF SURFACE IRREGULARITIES. UTILIZE FORM RELEASE AGENTS.
2. CHAMFER: EXPOSED EDGES OF ALL TOWER FOUNDATIONS SHALL RECEIVE A 3/4" BY 3/4" 45 DEGREE CHAMFER, UNLESS NOTE OTHERWISE. OTHER EXPOSED EDGES SHALL RECEIVE A TOOLED RADIUS FINISH.
3. UPON COMPLETION, REMOVE ALL FORMS, INCLUDING THOSE CONCEALED OR BURIED.
4. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.

8.0 CONCRETE REINFORCEMENT

8.1 CONCRETE REINFORCEMENT

1. REFER TO STRUCTURAL DRAWINGS FOR ALL REQUIREMENTS

9.0 CAST IN PLACE CONCRETE

9.1 CAST IN PLACE CONCRETE

1. FOR STRUCTURAL CONCRETE (FOOTINGS, FOUNDATIONS, ETC.), REFER TO STRUCTURAL DRAWINGS FOR REQUIREMENTS. FOR ANY MISCELLANEOUS CONCRETE, REFER TO SPECIFICATION BOOK OR OBTAIN REQUIREMENTS FROM CONSTRUCTION MANAGER.
 - A. ALL CONCRETE SHALL COMPLY WITH ASTM C94 UNLESS NOTED OTHERWISE.
 - B. MINIMUM COMPRESSIVE STRENGTH (F'C) AT 28 DAYS: 3000 PSI FOR ALL CONCRETE UNLESS OTHERWISE SPECIFIED IN CONSTRUCTION OR STRUCTURAL DOCUMENTS.
 - C. CONCRETE TESTING: ALL FOUNDATION CONCRETE SHALL BE TESTED BY AN INDEPENDENT TESTING AGENCY APPROVED BY THE CONSTRUCTION MANAGER. ALL STRUCTURAL TOWER FOUNDATION CONCRETE MUST BE TESTED. EQUIPMENT OR BUILDING PADS ARE NOT REQUIRED TO BE TESTED, UNLESS OTHERWISE NOTED BY CONSTRUCTION MANAGER. PROVIDE A MINIMUM OF 5 CYLINDERS [(2) 7-DAY, (2) 28-DAY, (1) SPARE] FOR EACH DAYS POUR, OR FOR EVERY 50 YARDS PLACED, WHICHEVER IS GREATER. ADDITIONAL TESTS OR CYLINDERS MAY BE REQUIRED BY CONSTRUCTION MANAGER. A SLUMP, AIR, AND TEMPERATURE TEST SHALL BE PERFORMED FOR EACH SET OF CYLINDERS CAST. PREFERABLY, TESTS SHALL BE PERFORMED AT THE LOCATION OF ANCHOR BOLTS (PIERS - FOR MAT & PIERS, CAISSONS - TOP 1/3 OF CAISSON). TESTS SHALL ALSO BE REQUIRED FOR CONCRETE CONSIDERED TO BE LESS THAN DESIRABLE BY CONCRETE SPECIFICATION STANDARDS. THE TESTING AGENCY HAS THE AUTHORITY TO NOT ACCEPT CONCRETE MEETING THESE SPECIFICATIONS FOR TOWERCO. THE CONTRACTOR IS RESPONSIBLE FOR ANY CONCRETE NOT MEETING THESE STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE TESTING AGENCY A MINIMUM OF 24 HOURS IN ADVANCE OF EACH FOUNDATION POUR. TEST REPORTS SHALL BE FORWARDED TO TOWERCO CONSTRUCTION MANAGER WITHIN 24 HOURS OF LAB TEST.
 - D. VIBRATE ALL CONCRETE USING SUFFICIENT HIGH FREQUENCY LOW AMPLITUDE MECHANICAL IMMERSION TYPE VIBRATORS. INSERT VIBRATORS IN CONCRETE AT REGULAR INTERVALS AND OVER ENTIRE SURFACE TO SOLIDLY FILL CONCRETE AROUND AND BETWEEN REINFORCEMENT BARS AND INTO CORNERS AND IRREGULARITIES. VIBRATE THOROUGHLY THROUGH EACH LIFT TO THE PREVIOUS LIFT. DISCONTINUE VIBRATION WHEN RISING ENTRAPPED AIR BUBBLES STOP BREAKING THE LEVELING SURFACE. DO NOT OVER VIBRATE AS THIS MAY CAUSE SEGREGATION.
2. FINISHING EXPOSED CONCRETE SURFACES:
 - A. THESE PROVISIONS APPLY TO ALL EXPOSED AND ALL FORMED CONCRETE, EXTERIOR OR INTERIOR. UNLESS SPECIFICALLY DETAILED OTHERWISE, PERFORM PROCEDURES PRIOR TO APPLICATION OF ANY CURING COMPOUNDS.
 - B. ALL SURFACES: THOROUGHLY CLEAN OFF ALL STAINS, SPATTER AND LOOSE MATERIAL.
 - C. FINS, RIDGES AND HIGH SPOTS: HONE SMOOTH WITH ABRASIVE POWER GRINDERS WHILE CONCRETE IS GREEN, IMMEDIATELY AFTER FORM REMOVAL.
 - D. FORM TIE HOLES AND DEEP DEPRESSIONS: FLUSH THOROUGHLY WITH CLEAN WATER AND TAMP TO OVERFULL WITH DRYPACK. CURE 10 DAYS AND HONE FLUSH AND SMOOTH.
 - E. ROCK POCKETS, HONEYCOMB, SAND STREAKS, DEBRIS AND VOIDS: CUT OUT AT LEAST 1 INCH DEEP WITH SIDES PERPENDICULAR TO SURFACE. FLUSH THOROUGHLY WITH CLEAN WATER, COAT SURFACE WITH NEAT CEMENT PASTE AND TAMP TO OVERFULL WITH DRYPACK IN AT LEAST TWO LAYERS. CURE FOR 10 DAYS AND HONE FLUSHED AND SMOOTH.
3. CONTRACTOR SHALL VERIFY ALL SIZES AND LOCATIONS OF ALL ELECTRICAL OPENINGS AND EQUIPMENT/BUILDING PADS WITH THE ELECTRICAL DRAWINGS AND SHOP DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION FOR ALL UTILITIES. CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON STRUCTURAL DRAWINGS. PRIOR TO POURING CONCRETE THE INDEPENDENT TESTING AGENCY SHALL INSPECT ALL FOUNDATION STEEL AND FOUNDATION SUBGRADE.
4. CONCRETE PIERS FOR FOUNDATIONS SHALL BE DRILLED AND POURED ON THE SAME DAY.

10.0 STRUCTURAL STEEL

10.1 STRUCTURAL STEEL - MEET OR EXCEED MANUFACTURER'S RECOMMENDATIONS.

1. UNLESS OTHERWISE NOTED, ALL DETAILING, FABRICATION AND PLACING OF REINFORCING STEEL SHALL CONFORM TO THE MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI 315).

2. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL, CONFORMING TO ASTM A615, GRADE 60, DEFORMED.
3. HEATING AND WELDING OF BARS IS PROHIBITED WITH THE EXCEPTION OF WRITTEN APPROVAL BY THE STRUCTURAL ENGINEER.
4. ALL REINFORCEMENT BARS TO BE FREE FROM LOOSE RUST AND SCALE.
5. UNLESS OTHERWISE NOTED, ALL REINFORCEMENT SHALL HAVE A MINIMUM CONCRETE COVERAGE OF 3 INCHES. THIS MAY REQUIRE SPACERS AND CHAIRS AS REQUIRED BY TESTING AGENCY OR CONSTRUCTION MANAGER.
6. SPLICES IN REINFORCEMENT STEEL ARE PROHIBITED, UNLESS APPROVED BY CONSTRUCTION MANAGER. ALL SPLICES MUST THEN MEET ALL APPLICABLE ASTM STANDARDS FOR SPLICING.

11.0 TOWER & ANTENNA INSTALLATION:

11.1 WORK INCLUDED

1. IF REQUIRED, ERECT FURNISHED TOWER.
2. GROUND TOWER TEMPORARILY DURING ERECTION. GROUNDING SHALL INCLUDE BASE(S) AND ANCHORS.
3. IF REQUIRED, INSTALL PLATFORMS/MOUNTS AS DETAILED ON DRAWINGS - CONFIRM WITH OWNER REPRESENTATIVE.
4. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND OWNER SPECIFICATIONS.
5. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
6. INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER.
7. INSTALL WAVEGUIDE BRIDGE AS INDICATED ON DRAWING.
8. SUPPLY AND INSTALL ONE INSULATED GROUND BAR AT EQUIPMENT CABINET.
9. SUPPLY AND INSTALL GROUNDING STRAP KITS WITH LONG BARREL COMPRESSION LUGS (SIM. TO ANDREW-223700TBD OR APPROVED EQUAL) ATOP TOWER BASE BEFORE ENTERING THE EQUIPMENT. GROUNDING STRAPS TO BE CONNECTED TO INSULATED GROUND BAR.
10. PERFORM SWEEP TEST OF INSTALLED COAX OR OTHER CABLING, (FIBER & CAT5) AS REQUIRED.

11.2 REQUIREMENTS OF REGULATOR AGENCIES

1. FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE, INSTALL IN CONFORMANCE WITH U.L. STANDARDS WHERE APPLICABLE.
2. INSTALL ANTENNA, ANTENNA CABLES AND GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS, AND STATE AND LOCAL BUILDING CODES, AND SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK. THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
 - A. TIA - TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
 - B. FAA - FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7460-IH, OBSTRUCTION MARKING AND LIGHTING.
 - C. FCC - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A, HIGH INTENSITY OBSTRUCTION LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
 - D. AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
 - E. NEC - NATIONAL ELECTRICAL CODE
 - F. UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
 - G. IN ALL CASES, PART 77 OF THE FAA RULES AND PARTS 17 AND 22 OF THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
 - H. LIFE SAFETY CODE NFPA -101.



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REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UDPATE	DVL	JKE	JG

PROJECT NUMBER
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N-3

12.0 GENERAL ELECTRIC PROVISIONS:

12.1 GENERAL

- SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
- CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATIONS TEST, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
- HEIGHTS AND LENGTHS SHALL BE VERIFIED WITH OWNER PRIOR TO INSTALLATION.
- THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
- ELECTRICAL SERVICE TO BE 120 / 208 VAC 3-PHASE 4-WIRE 100 AMP SERVICE OR 120 / 240 VAC SINGLE PHASE 3-WIRE 200 AMP SERVICE
- EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULL BOX, J-BOX, SWITCH BOX, ETC., IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.).
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
- ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE "UL" LISTED WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU.
- ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED OR DIRECT BURIAL UNLESS OTHERWISE NOTED. YELLOW GROUND TAPE IN NO INSTANCE SHALL PRESENT A TRIP HAZARD.
- CONTRACTOR SHALL CARRY OUT THEIR WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A. AND TOWERCO REQUIREMENTS.
- CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- COMPLETE JOB SHALL BE WARRANTED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
- ALL CONDUIT SHALL HAVE A PULL WIRE OR ROPE.
- PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS AND CIRCUITS.
- ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC., SHALL BE TURNED OVER TO THE OWNER AT JOB COMPLETION.
- USE T-TAP CONNECTIONS ON ALL MULTI-CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURES.
- ALL CONDUCTORS SHALL BE COPPER UNLESS NOTED OTHERWISE.
- ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
- THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
- PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
- PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH APPLICABLE LOCAL BUILDING CODES.
- WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
- GROUNDED CONDUCTORS SHALL BE SOLID TINNED COPPER UNLESS OTHERWISE NOTED.
- METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS, MANUFACTURED BY "SQUARE D COMPANY", OR APPROVED EQUAL.
- ALL MATERIALS SHALL BE U.L. LISTED.

26. CONDUIT

- RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
 - ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTING SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
 - FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT SHALL HAVE FULL SIZE EQUIPMENT GROUND WIRE.
 - CONDUIT RUNS SHALL BE SURFACE MOUNTED ON CEILINGS OR WALLS UNLESS INDICATED OTHERWISE. CONDUIT SHALL RUN PARALLEL OR AT RIGHT ANGLES TO CEILING, FLOOR OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH THE OWNER PRIOR TO INSTALLING. NO HORIZONTAL CONDUITS SHALL BE BELOW 7'-6" A.F.F. NO BX OR ROMEX CABLE IS PERMITTED.
 - PARALLEL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 30" BELOW GRADE - STACKED UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 24" BELOW GRADE.
- ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
 - CONTRACTOR TO PROVIDE DAILY UPDATES TO PM UNTIL FINAL ELECTRICAL SERVICE IS EFFECTED.
 - UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
 - CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.

13.0 GROUNDING STANDARDS:

13.1 DEFINITIONS

- AGB: ANTENNA GROUND BAR
- AWG: AMERICAN WIRE GAUGE
- EMT: ELECTRICAL METAL TUBING (LIGHT GAUGE METALLIC CONDUIT)
- MGB: MASTER GROUND BAR
- PVC: POLYVINYL CHLORIDE
- RFI: RADIO FREQUENCY INTERFERENCE
- TGB: TOWER GROUND BAR
- THWN: LETTER TYPE DESIGNATION FOR CONDUCTOR INSULATION THAT IS A MOISTURE AND HEAT RESISTANT THERMOPLASTIC WITH A MAXIMUM OPERATING TEMPERATURE OF 75 DEGREES CELSIUS OR 167 DEGREES FAHRENHEIT

13.2 BACKGROUND

- AREAS OF CONCERN: WHEN DESIGNING A GROUNDING SYSTEM FOR A MOBILE RADIO FACILITY THERE ARE FOUR INTERRELATED AREAS OF CONCERN. THE BASIC OBJECTIVE FOR EACH IS:
 - LIGHTNING PROTECTION -TO MAINTAIN ALL EQUIPMENT AT THE SAME POTENTIAL DURING A LIGHTNING IMPULSE.
 - RFI FOR NOISE INDUCTION CONTROL -TO ESTABLISH THE LOWEST POSSIBLE IMPEDANCE AMONG ALL EQUIPMENT.
 - ELECTROSTATIC CONTROL -TO REDUCE ELECTROSTATIC DISCHARGE PROBLEMS.
 - PERSONNEL SAFETY -TO MAINTAIN A MINIMUM VOLTAGE DIFFERENCE BETWEEN ANY TWO METALLIC OBJECTS WHICH PERSONNEL MIGHT CONTACT SIMULTANEOUSLY.

2. A/C GROUNDING:

IN THIS GROUNDING SYSTEM THE A/C SERVICE GROUND SHALL BE KEPT ISOLATED FROM THE EQUIPMENT FRAME WORK AND LIGHTNING PROTECTION GROUND SYSTEMS EXCEPT FOR ONE SPECIFIC POINT. THIS POINT IS THE MAIN GROUNDING POINT OF THE SYSTEM. THIS WOULD TYPICALLY BE CONNECTING THE A/C SERVICE GROUND AT THE COMMERCIAL POWER RISER POLE DISCONNECT/METER BASE TO THE EXTERNAL GROUND RING. ALL GROUNDING CONNECTIONS INSIDE OF CABINETS SHALL BE SCRAPED TO BARE METAL AND COATED WITH NOALOX.

3. LIGHTNING CONSIDERATIONS:

LIGHTNING DAMAGE OCCURS FROM EITHER INDUCTION OR FROM AN ACTUAL DIRECT STRIKE TO THE STRUCTURE, USUALLY TAKEN THROUGH THE TOWER AND/OR ANTENNAS. STRIKES TO OTHER NEARBY OBJECTS INDUCE HIGH ENERGY INTO POWER OR TELEPHONE CABLES ENTERING THE STRUCTURE. THIS TYPE OF EFFECT HISTORICALLY CAUSES MOST OF THE DAMAGE TO THE STRUCTURE AND ITS CONTENTS.

13.3 STATION GROUNDING SYSTEM

1. MATERIALS:

#2 AWG, BARE SOLID TINNED COPPER WIRE, FOR ALL EXTERIOR CONDUCTORS AND TOWER GROUND BAR CONDUCTORS OR AS OTHERWISE SPECIFIED. GROUNDS TO THE LINES AND ANTENNAS SHALL BE #6 STANDARD GREEN INSULATED JUMPERS. THE GROUND WIRE TO THE MGB SHALL BE GREEN JACKETED STRANDED #2 TINNED WIRE BURNDY CONNECTED TO THE BUSS BAR AND CONNECTED TO THE GROUND RING ON A GROUND ROD.

#2 AWG, INSULATED STRANDED COPPER CABLE IS ACCEPTABLE FOR INTERIOR GROUND BAR CONDUCTORS ON TENANT IMPROVEMENT SITES.

5/8" X 10'-0" GROUND RODS OF SOLID COPPER, STAINLESS STEEL OR COPPER CLAD HIGH STRENGTH STEEL.

ABOVE GRADE CONNECTIONS SHALL BE BURNDY HYGROUND COMPRESSION. BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC CONNECTION OR OTHER APPROVED EXOTHERMIC WELDING SYSTEM FOR BONDING AS SPECIFIED.

XIT OR ADVANCED GROUNDING ELECTRODE (AGE): ALL CHEMICAL GROUND RODS SHALL BE UL APPROVED.

SOLID COPPER PLATES OF MINIMUM 3'-0" X 3'-0" X 1/4" SIZE AS SPECIFIED.

NOALOX OR APPROVED EQUAL CONDUCTIVE MEDIUM MATERIAL SHALL BE USED IN ALL MECHANICAL CONNECTIONS.

#2 AWG STRANDED INSULATED (GREEN) FOR ALL INTERNAL EQUIPMENT GROUNDING.

MECHANICAL FASTENERS (I.E., DOUBLE LUGS, SPLIT BOLTS PARALLEL CONNECTORS) SHALL BE BRONZE, BRASS, COPPER OR STAINLESS STEEL AND HAVE NOALOX BETWEEN CONDUCTOR AND CONNECTION.

BOLTS, NUTS AND SCREWS USED TO FASTEN MECHANICAL CONNECTORS SHALL BE STAINLESS STEEL WITH STAR TYPE STAINLESS STEEL LOCK WASHERS.

ALL LUG TUBE FASTENERS SHALL PROVIDE TWO HOLES TO ALLOW A DOUBLE BOLT CONNECTION.

2. MASTER GROUND BAR (MGB):

THE PURPOSE OF THE MASTER GROUND BAR IS TO GROUND THE RADIO EQUIPMENT AND ANY OTHER METALLIC OBJECTS AROUND THE RADIO EQUIPMENT. IF AN THE MASTER GROUND BAR IS NOT PROVIDED WITH THE RADIO EQUIPMENT, THE MASTER GROUND BAR SHALL BE AS FOLLOWS: THE THE MASTER GROUND BAR IS A COPPER BAR MEASURING 4"W X 24"L X 1/4" LOCATED AS CLOSE TO THE RADIO EQUIPMENT AS POSSIBLE. THE THE MASTER GROUND BAR SHALL HAVE A MINIMUM NUMBER OF (28) 3/8" HOLES. GROUND BAR SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS. (2) #2 TINNED SHALL BE ATTACHED WITH EXOTHERMIC CONNECTION TO THE THE MASTER GROUND BAR AND DOWN LEADS THEN TAKEN THROUGH CONDUIT TO THE GROUND RING. THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT, (I.E. EXTERIOR GROUND RING OR BUILDING GROUNDING SYSTEM).

3. ANTENNA GROUND BAR (AGB):

THE PURPOSE OF THE ANTENNA GROUND BAR IS PRIMARILY FOR LIGHTNING PROTECTION. COAXIAL CABLE IS USUALLY THE ONLY ITEM GROUNDED TO THIS BAR. HOWEVER IT IS ACCEPTABLE TO BOND EXTERIOR; CABLE TRAY, WAVE GUIDE PORTS AND CANTILEVERED WAVE GUIDE BRIDGES TO THE ANTENNA GROUND BAR. THE ANTENNA GROUND BAR IS A COPPER BAR MEASURING 4"W X 24"L X 1/4". THERE SHALL BE TWO ANTENNA GROUND BARS, ONE LOCATED AT THE TOP OF THE TOWER AT THE START OF THE VERTICAL RUN OF COAX, THE OTHER AT THE BOTTOM OF THE VERTICAL RUN OF COAX BEFORE IT MAKES ITS BEND. (IF THE TOWER IS OVER 200' THERE SHALL BE A THIRD ANTENNA GROUND BAR LOCATED AT THE MIDDLE OF THE TOWER). THE ANTENNA GROUND BAR SHALL HAVE A MINIMUM OF (28) 3/8" HOLES. GROUND BARS SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS. USE #2 AWG SOLID TINNED WIRE W/ 2-HOLE SHORT BARREL COMPRESSION LUGS 3/8" HOLES, 1" CENTER TO CENTER SPACING). THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT (I.E. EXTERIOR GROUND RING, OR BUILDING GROUNDING SYSTEM)

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TowerCo

SITE NAME: SUNRISE PARK

TOWERCO SITE ID: IA-0227

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REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UDPATE	DVL	JKE	JG

PROJECT NUMBER
T1600003

DRAWING TITLE
NOTES

DRAWING NUMBER
N-4

13.0 GROUNDING STANDARDS (CONTINUED):

4. SURGE ARRESTOR GROUND BAR (SAGB):

THE PURPOSE OF THE SURGE ARRESTOR GROUND BAR IS FOR LIGHTING PROTECTION. THE SURGE ARRESTOR GROUND BAR IS A BENT (3" X 3") X 1/4" X 24" COPPER BAR. IT IS LOCATED ON THE WAVEGUIDE BRIDGE SUPPORT CLOSEST TO THE EQUIPMENT. ONE FACE OF THE BAR SHALL HAVE A MINIMUM OF (28) 3/8" DIA. HOLES. HOLES SHALL BE IN PAIRS THAT ARE 1" CENTER TO CENTER. THE OTHER FACE SHALL HAVE 3/8" DIA. HOLES AS REQUIRED TO ATTACH AND GROUND COAXIAL SURGE ARRESTORS. THE GROUND BAR SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS.

5. GROUND ROD AND GROUND RING PLACEMENT:

THE OUTSIDE GROUND RING SHALL BE PLACED AROUND THE RADIO EQUIPMENT AT A DISTANCE OF TWO (2) FEET FROM THE RADIO EQUIPMENT AT A DEPTH OF 2'-6" OR 6" BELOW THE FROST LINE, WHICHEVER IS DEEPER. RODS SHALL BE DRIVEN TO A DEPTH SUCH THAT THE TOP OF THE RODS IS AT THE LEVEL OF THE GROUND RING CONDUCTOR. THE RODS SHALL BE PLACED MINIMALLY ALONG THE RING AT THE FOLLOWING LOCATIONS:

1. BELOW THE AREA OF THE INTERNAL MASTER GROUND BAR FOR CONNECTION TO THE MGB.
2. BELOW THE UTILITY RACK FOR CONNECTION TO THE MAIN POWER DISCONNECT.
3. BELOW THE CORNERS OF THE RADIO EQUIPMENT.
4. AS REQUIRED TO ACHIEVE A RECOMMENDED SPACING OF TWENTY (20) FEET BETWEEN GROUND RODS ALONG THE RING PERIMETER.
5. AS REQUIRED ALONG THE RING PERIMETER TO ACHIEVE 5 OHMS OR LESS RESISTANCE WHEN TESTED.
6. TWO RODS LOCATED ON OPPOSITE SIDES AT EACH TOWER LEG OR MONOPOLE.
7. ONE ROD LOCATED BENEATH EACH END OF THE WAVE GUIDE BRIDGE OR CABLE TRAY.
8. ONE ROD LOCATED ADJACENT TO THE STANDBY GENERATOR, AND IF SEPARATED BY MORE THAN TEN (10) FEET, ONE LOCATED ADJACENT TO THE FUEL TANK.
9. ONE ROD LOCATED AT THE BASE OF THE TOWER FOR THE CGB.

6. TOWER GROUNDING:

ALL MONOPOLES SHALL HAVE TWO GROUND RODS (MINIMUM). ALL OTHER TOWERS SHALL HAVE TWO GROUND RODS PLACED AT THE BASE OF EACH TOWER LEG. EACH MONOPOLE OR TOWER LEG SHALL BE BONDED TO THE SYSTEM VIA TWO #2 BARE TINNED SOLID COPPER CONDUCTORS. BURNDY CONNECT THE CONDUCTORS TO ONLY STRUCTURAL BASE PLATES OR LUGS OR EARS AS MAY BE PROVIDED. NO BURNDY CONNECTIONS SHALL BE MADE TO THE VERTICAL WALLS OF THE STRUCTURE. NEVER GROUND TO HOLLOW LEG MEMBERS.

7. ANTENNA GROUNDING:

EACH ANTENNA COAXIAL CABLE SHALL TYPICALLY BE GROUNDED AT THREE POINTS USING A HARD-SHELL COAXIAL CABLE KIT FROM THE MANUFACTURER OF THE ANTENNA CABLE. A TYPICAL INSTALLATION SHALL BE AS FOLLOWS:

1. THE FIRST GROUND CONNECTION SHALL OCCUR AS CLOSE TO THE ANTENNA AS POSSIBLE, BELOW THE FIRST POINT THE COAX CABLE BEGINS TO RUN VERTICAL DOWN THE TOWER. THIS GROUND SHALL TERMINATE AT THE TOP ANTENNA GROUND BAR.
2. THE SECOND GROUND SHALL BE MADE AT THE BOTTOM OF THE VERTICAL RUN OF THE COAXIAL CABLE AS IT TURNS OUT AWAY FROM THE TOWER TOWARDS THE RADIO EQUIPMENT. THIS GROUND SHALL BE TERMINATED AT THE COLLECTOR GROUND BAR. THE COLLECTOR GROUND BAR SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINNED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.
3. THE THIRD GROUND SHALL BE ON THE SURGE ARRESTOR. GROUND TO BE ATTACHED TO THE CABLE ON STRAIGHT RUNS (NOT WITHIN BENDS) AND BE WEATHERPROOFED PER THE MANUFACTURER'S SPECIFICATIONS. THE SURGE ARRESTORS SHALL BE GROUNDED TO THE GROUND BAR. THE SURGE ARRESTOR GROUND BAR SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINNED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.

8. GENERATOR FUEL TANK GROUNDING:

THE GENERATOR FUEL TANK, IF REQUIRED, SHALL BE CONNECTED IN AT LEAST ONE PLACE TO THE MAIN EXTERIOR GROUND RING. #2 AWG BARE SOLID TINNED COPPER WIRE SHALL BE BURNDY CONNECTED TO ONE SUPPORT LEG OF THE FUEL TANK AND EXOTHERMIC CONNECTION TO THE NEAREST EXTERIOR GROUND RING/GROUND ROD.

9. EQUIPMENT ROOM GROUNDING:

THE MASTER GROUND BAR (MGB) SERVES AS THE COLLECTION POINT FOR THE RADIO EQUIPMENT AS WELL AS ALL INTERIOR NON-ELECTRICAL GROUNDED METAL MATERIALS (HVAC GRILLS, DOOR FRAMES/DOORS, TELCO BOARD, UNISTRUTS, CABLE TRAYS, ALARM JUNCTION BOX, ETC.) THESE ITEMS SHALL BE GROUNDED WITH #6 AWG STRANDED (GREEN) GROUND WIRES U.N.O. WITH INDIVIDUAL RUNS BACK TO THE MGB. (THE CABLE TRAY, DOOR/FRAME AND UNISTRUT MAY BE JUMPERED TOGETHER AND HAVE A SINGLE GROUND WIRE CONNECTION TO THE MGB.)

10. WALL PENETRATION SLEEVES:

INSTALL PER CONSTRUCTION DRAWINGS.

11. A/C COMMERCIAL POWER GROUNDING CONNECTIONS:

AT THE ON-SITE RISER POLE LOCATION OR UNDERGROUND SERVICE ENTRANCE LOCATION, THE A/C SERVICE SHALL BE MECHANICALLY BONDED TO THE A/C SERVICE ENTRANCE GROUND AS SPECIFIED BY THE NATIONAL ELECTRIC CODE, ARTICLE 250, AND/OR APPROPRIATE LOCAL CODES. A SEPARATE GROUND ROD SHALL BE PROVIDED AT THIS POINT, AND SHALL BE CONNECTED TO THE EXTERIOR GROUND RING. A SEPARATE A/C SERVICE GROUND AND NEUTRAL SHALL THEN BE ROUTED TO AND CONNECTED TO THE MAIN DISCONNECT INSIDE THE BUILDING OR AS REQUIRED BY LOCAL AUTHORITY.

12. GENERATOR RECEPTACLE GROUNDING:

THE GENERATOR RECEPTACLE (HUBBLE PLUG) SHALL BE GROUNDED TO THE EQUIPMENT GROUND RING.

13. COAX BRIDGE / CABLE TRAY GROUNDING:

BOND THE COAX BRIDGE OR CABLE TRAY TO THE ANTENNA GROUND BAR WITH #2 SOLID TINNED GROUND WIRE. THESE CONNECTIONS SHALL BE DOUBLE LUG BOLTED / SCREWED MECHANICAL CONNECTIONS WITH STAR LOCK WASHERS AND NOALOX. ALL BRIDGE SPLICES SHALL HAVE JUMPERS OF #2 SOLID WITH COMPRESSION LUGS.

14. EXOTHERMIC CONNECTION & BURNDY CONNECTION:

EXOTHERMIC WELDS AND BURNDY CONNECTIONS SHALL BOND ALL UNDERGROUND AND DAMP LOCATION CONNECTIONS, SHELTER SKID GROUNDS, TOWER OR MONOPOLE GROUNDS, FENCING CORNER AND GATE POSTS, ANTENNA GROUND BARS, (AGB), SURGE ARRESTOR GROUND BAR, (SAGB), AND THE MASTER GROUND BAR (MGB). MECHANICAL CONNECTIONS SHALL BE TYPICALLY USED TO BOND ALL INTERIOR EQUIPMENT, COAX CABLE BRIDGES AND COAXIAL CABLE GROUND KITS. ALL LUG TYPE MECHANICAL CONNECTORS TO THE MGB OR AGB SHALL BE TWO HOLE TYPE CONNECTED WITH STAINLESS STEEL BOLTS AND NUTS WITH STAINLESS STEEL LOCK WASHERS AND NOALOX ON EITHER SIDE OF THE BUSS BAR.

15. CHEMICAL GROUND RODS:

CHEMICAL GROUND RODS SHALL NOT BE INSTALLED ON GROUND RING INSTALLATIONS WITH NORMAL SOIL. CHEMICAL GROUND RODS SHALL BE INSTALLED ONLY FOR SPECIAL DESIGN APPLICATIONS THAT REQUIRE SINGLE POINT GROUNDING DUE TO SPECIFIC SITE CONDITIONS.

16. LIMITS OF BEND RADIUS:

IT IS IMPORTANT THAT THE GROUNDING CONDUCTOR CONNECTING THE INSIDE AND OUTSIDE GROUND SYSTEMS BE AS STRAIGHT AS POSSIBLE, WITH NO TURN OR BEND SHORTER THAN ONE FOOT RADIUS WITH A THREE FOOT RADIUS PREFERRED. NO RIGHT ANGLE OR SHARP BENDS SHALL BE ALLOWED.

17. BONDING PREPARATION & FINISH:

ALL SURFACES REQUIRE PREPARATION PRIOR TO BONDING OF EITHER EXOTHERMIC CONNECTION OR BURNDY FASTENERS. GALVANIZED SURFACES SHALL BE GROUND OR SANDED TO THE POINT OF EXPOSING THE STEEL SURFACE BELOW, PRIOR TO BONDING THE GROUND CONDUCTOR. FOR OTHER SURFACES INCLUDING COPPER BUSS BARS ALL PAINT, RUST TARNISH AND GREASE SHALL BE REMOVED PRIOR TO BONDING THE GROUND CONDUCTOR. EXOTHERMIC CONNECTION TYPE BONDS SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND WHEN APPLICABLE, FINISH PAINTED WITH AN APPROPRIATE COLOR AS REQUIRED. MECHANICAL TYPE BONDS ON BUSS BARS SHALL BE FINISHED WITH THE APPLICATION OF NOALOX OR OTHER APPROVED CONDUCTIVE MEDIUM MATERIAL BETWEEN CONNECTOR AND BUSS BAR. MECHANICAL TYPE BONDS ON ALL OTHER SURFACES SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND/OR THE APPROPRIATE PAINT TO MATCH AS REQUIRED.

18. TESTING:

THE OUTSIDE GROUND RING SHALL BE TESTED AFTER INSTALLATION BUT PRIOR TO BACKFILLING THE GROUND RING TRENCH. THE GROUND FIELD RESISTANCE SHALL MEASURE 5 OHMS OR LESS TO GROUND. ANY DIFFICULTY IN ACHIEVING THIS LEVEL OF RESISTANCE MUST BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE RESISTANCE TO GROUND SHALL BE MEASURED USING THE FALL OF POTENTIAL METHOD. TESTING SHALL BE PERFORMED BY AN OWNER PROVIDED INDEPENDENT TESTING LABORATORY FROM WHICH A WRITTEN REPORT SHALL BE PRODUCED FOR REVIEW BY THE PROJECT MANAGER.

19. SPECIAL CONDITIONS:

WHEN SOIL CONDITIONS EXIST (I.E., NON-COMPACTABLE ROCK, GRAVEL, SHALE, ETC.) THAT PREVENTS THE INSTALLATION OF THE STANDARD GROUNDING SYSTEM AND PROCEDURES, THEN VERBAL PROCEDURES SHALL BE REQUESTED BY THE PM.

20. EXTERNAL GROUND RING:

THE EXTERNAL GROUND RING SHALL EXTEND TO THE MAXIMUM ALLOWABLE DEPTH IN 90% COMPACTED SOIL

21. GROUND RODS (REPLACEMENT):

WHEN GROUND RODS CANNOT BE DRIVEN INTO THE SOIL VERTICALLY TO A DEPTH DESCRIBED IN PARAGRAPH 5, AND REMAIN IN 95% COMPACTED SOIL, THEN THE FOLLOWING METHODS OF SUBSTITUTION MAY BE USED. THESE ARE SUGGESTED METHODS ONLY, AND EACH CASE SHOULD BE REVIEWED BY THE PROJECT MANAGER. THE PURPOSE IS TO ACHIEVE THE LOWEST IMPEDANCE TO GROUND, IN ANY CASE, EQUAL TO OR LESS THAN 5 OHMS.

22. ROCK WITH SOME OR NO SOIL COVER:

FOR SITES WHICH HAVE SOIL CONDITIONS WHICH CONSIST OF SOLID OR SEMI SOLID ROCK BELOW ABOUT THREE FEET OF COMPATIBLE SOIL, A COMBINATION OF METHODS MAY BE USED:

1. A COMBINATION OF SHORT GROUND RODS MAY BE USED WITH 3' SQUARE 1/4" COPPER PLATES. A MINIMUM OF TWO PLATES SHOULD BE USED AND SHOULD REPLACE GROUND RODS ON AN EQUIVALENCY OF TWO GROUND ROD LENGTHS PER COPPER PLATE. THE COPPER PLATE SHOULD BE PLACED IN A MINIMUM 3" BENTONITE BASE AND COVERED WITH 3" OF BENTONITE FILL PRIOR TO BACKFILL.

2. AN ACTIVE TYPE CHEMICAL ROD SYSTEM MAY BE USED. THIS IS AN ENGINEERING JUDGMENT AND SHOULD BE USED ONLY WHERE NECESSARY, DUE TO EXPENSE. IN ALL CASES, THE STANDARD PRACTICES OUTLINED IN THIS DOCUMENT SHOULD BE FOLLOWED TO THE EXTENT THAT IS APPLICABLE, AND SHOULD BE MODIFIED AS TO THE QUANTITY OF GROUND RODS AND CONDUCTOR SIZE ONLY AS RECOMMENDED BY THE MANUFACTURER OF THE GROUND ROD SYSTEM.

3. A SYSTEM UTILIZING CORED SHAFTS, STANDARD GROUND RODS ON A TYPICAL LAYOUT, WITH A BENTONITE (CLAY) BACKFILL. IN THIS CASE EACH GROUND ROD SHOULD BE TESTED INDIVIDUALLY, AND EACH ROD SHOULD HAVE AN ACCESS BOX PLACED FOR FUTURE TESTING.

23. HIGH RISE BUILDING:

- A. HIGH RISE BUILDINGS PRESENT A UNIQUE PROBLEM IN GROUNDING. A FACILITY INVESTIGATION SHOULD BE MADE INTO THE STRUCTURE OF THE BUILDING, AND AS TO THE POSSIBLE PRESENCE OF AN EXISTING LIGHTNING PROTECTION SYSTEM. IF ONE IS IN PLACE AND APPEARS ADEQUATE IN DESIGN, IT MAY BE NECESSARY TO CONNECT THE ANTENNA SYSTEM TO THE EXISTING SYSTEM, WITH A TEST TO THE SYSTEM AFTER INSTALLATION TO ENSURE THAT IT HAS NOT CAUSED THE SYSTEM TO EXCEED 5 OHMS.
- B. STRUCTURAL STEEL BUILDINGS: IF THE BUILDING IS BUILT OF STRUCTURAL STEEL, IT MAY BE POSSIBLE TO GROUND THE ANTENNAS TO THE BUILDING SITE. IT IS PREFERABLE TO GROUND THE ANTENNAS AND THE SITE TO A DIRECT EARTH CONNECTION, BY USE OF SEPARATE DOWN LEADS OF CONSIDERABLE SIZE (250 MCM OR LARGER) COMING FROM GROUND BUSS BARS TO COLLECT THE GROUND INPUT, AND RUN DOWN A VERTICAL SHAFT OR STAIRWELL TO A PATTERN OF NO LESS THAN FOUR GROUND RODS. WHERE PRACTICAL, THE BUILDING STEEL SHOULD BE BONDED TO THE GROUND RING WITH A SEPARATE LEAD TO THE GROUND ROD FIELD.
- C. STRUCTURAL CONCRETE BUILDINGS ARE MORE DIFFICULT TO GROUND PROPERLY. THE ANTENNAS SHOULD BE GROUNDED TO A SEPARATE BUSS BAR AND DOWN LEAD WHERE THE COAXIAL CABLES ENTER THE BUILDING. THE DOWN LEAD SHOULD BE RUN IN A SIMILAR FASHION AS IN THE STRUCTURAL STEEL EQUIPMENT ROOM. THE DOWN LEADS SHOULD BE PROTECTED IN CONDUIT AND SHOULD BE INSTALLED AS FAR APART AS IS PRACTICAL FROM EACH OTHER. THE SEPARATE DOWN LEADS SHOULD NOT CONTACT EACH OTHER UNTIL CONNECTION WITH THE FIRST GROUND ROD.



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JEFFERY GUTOWSKY
PROFESSIONAL ENGINEER
STATE OF IOWA
LICENSE # 17222
EXPIRES 12/31/17 SIGNED:



SITE NAME: SUNRISE PARK
TOWERCO SITE ID: IA-0227
5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY

REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UDPATE	DVL	JKE	JG

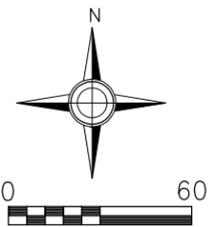
PROJECT NUMBER
T1600003

DRAWING TITLE
NOTES

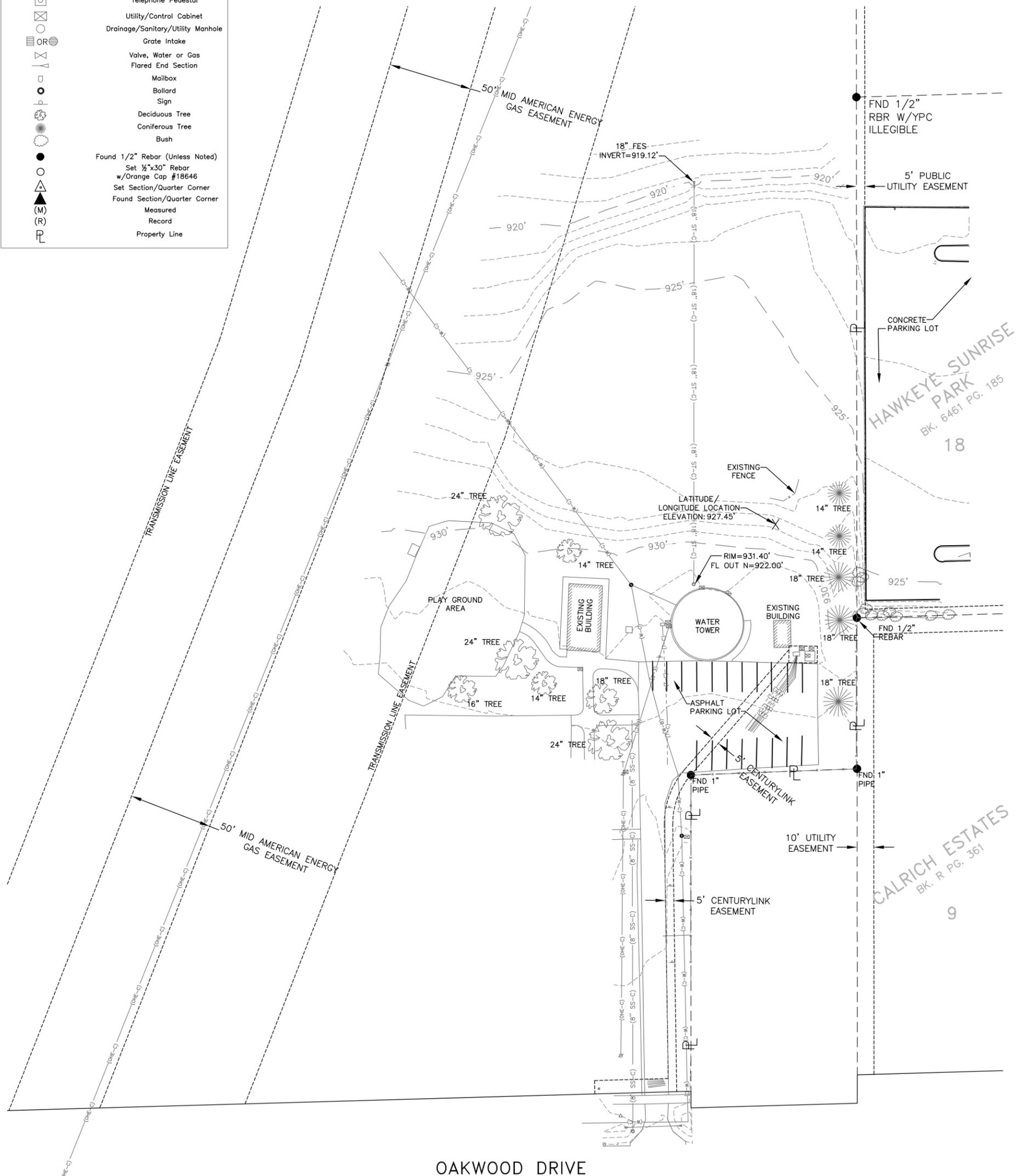
DRAWING NUMBER
N-5

EXISTING CONDITIONS SITE SURVEY

Prepared by R. Rodney Klien, Anderson-Bogert Engineers & Surveyors, Inc. 4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629

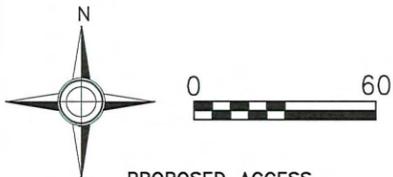


LEGEND	
Existing	
	ACC / PCC / Curb
	Gravel / Drive / Sidewalk
	Building
	Centerline
	Electric (Underground)*
	Electric (Overhead)*
	Sanitary Sewer (Size Unknown)*
	Storm Sewer (Size Unknown)*
	Telephone*
	Water (Size Unknown)*
	Fence
	Right of Way
	Utility Easement
	Boundary Line
	Adjoining Lot Line
	Fire Hydrant
	Utility Pole
	Guy Anchor
	Telephone Pedestal
	Utility/Control Cabinet
	Drainage/Sanitary/Utility Manhole
	Grate Intake
	Valve, Water or Gas
	Flared End Section
	Mailbox
	Bollard
	Sign
	Deciduous Tree
	Coniferous Tree
	Bush
	Found 1/2" Rebar (Unless Noted)
	Set 1/2"x30" Rebar w/Orange Cap #18646
	Set Section/Quarter Corner
	Found Section/Quarter Corner
	Measured Record
	Property Line

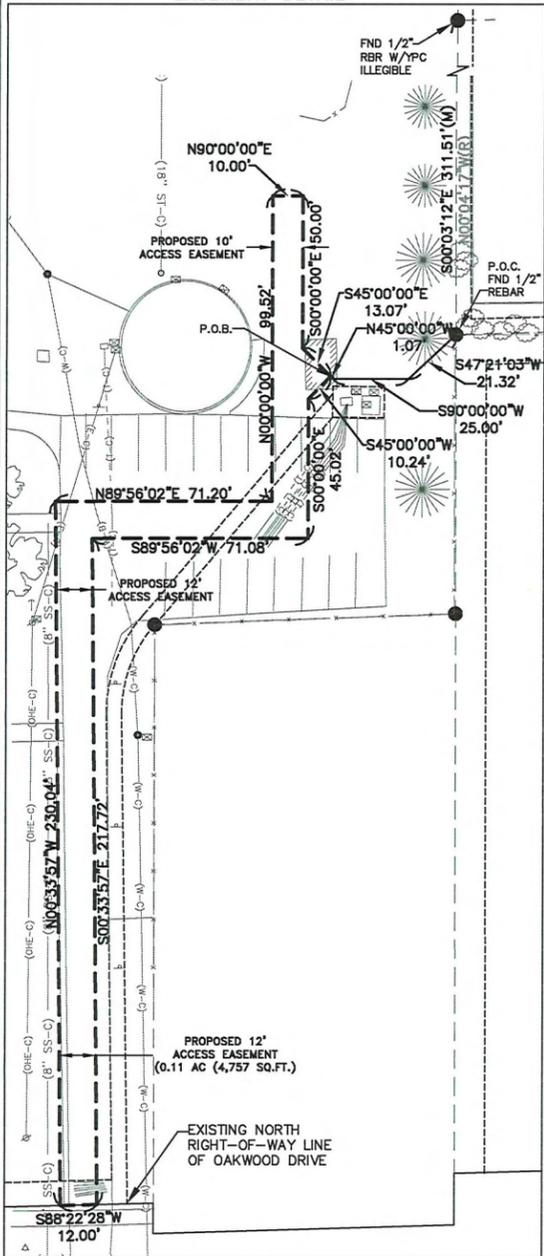


SITE SURVEY

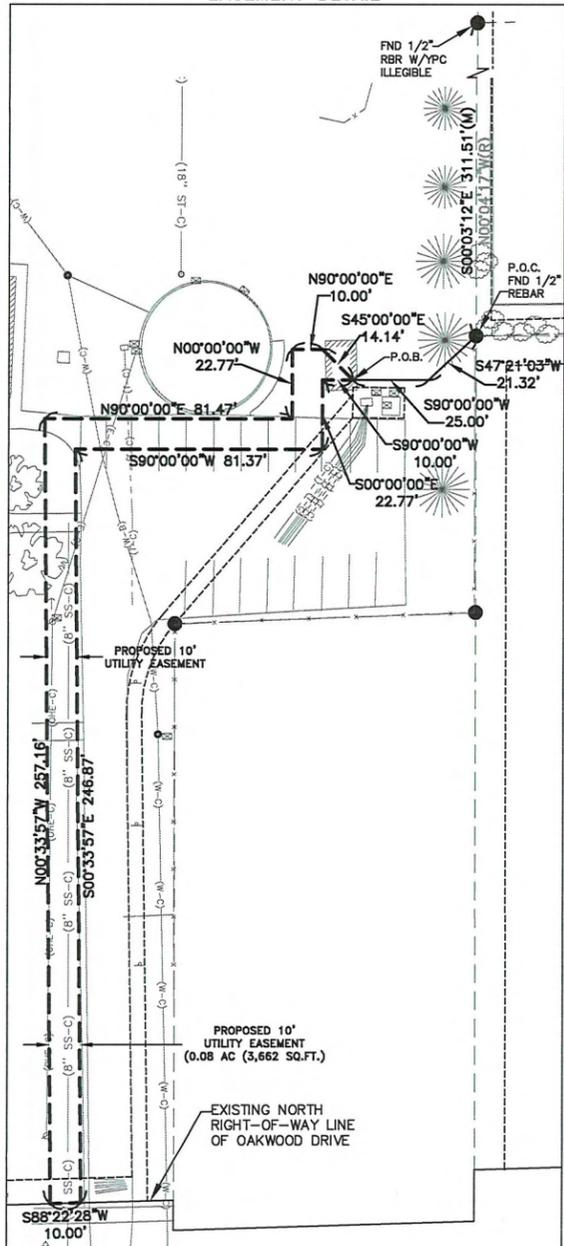
Prepared by R. Rodney Klien, Anderson-Bogert Engineers & Surveyors, Inc. 4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



PROPOSED ACCESS EASEMENT DETAIL



PROPOSED 10' UTILITY EASEMENT DETAIL



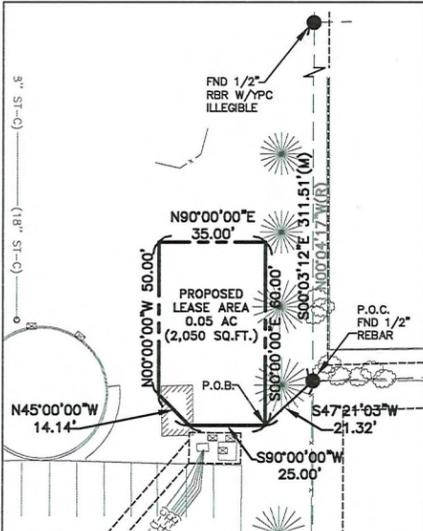
Legal Description

PROPOSED LEASE AREA:
PART OF LOT 1, E.J. ELLISON ESTATE, POLK COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF LOT 18, HAWKEYE SUNRISE PARK, POLK COUNTY, IOWA;
THENCE S47°21'03\"/>

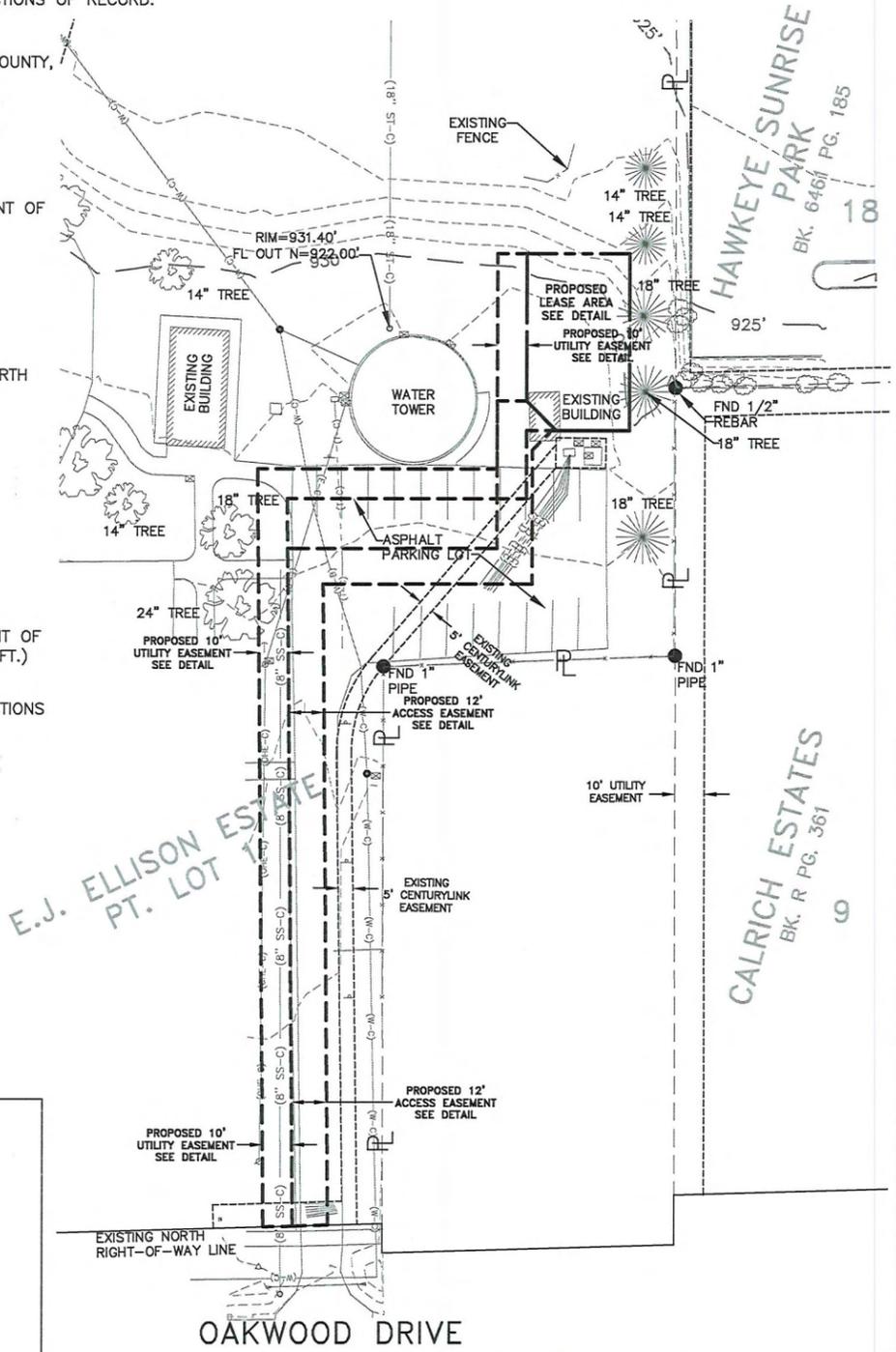
PROPOSED ACCESS EASEMENT:
PART OF LOT 1, E.J. ELLISON ESTATE, POLK COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF LOT 18, HAWKEYE SUNRISE PARK, POLK COUNTY, IOWA;
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PROPOSED 10' UTILITY EASEMENT:
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THENCE S47°21'03\"/>

PROPOSED LEASE AREA DETAIL



LEGEND	
Existing	
	ACC / PCC / Curb
	Gravel / Drive / Sidewalk
	Building
	Centerline
	Electric (Underground)*
	Electric (Overhead)*
	Sanitary Sewer (Size Unknown)*
	Storm Sewer (Size Unknown)*
	Telephone*
	Water (Size Unknown)*
	Fence
	Right of Way
	Utility Easement
	Boundary Line
	Adjoining Lot Line
	Fire Hydrant
	Utility Pole
	Guy Anchor
	Telephone Pedestal
	Utility/Control Cabinet
	Drainage/Sanitary/Utility Manhole
	Grate Intake
	Valve, Water or Gas
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	Sign
	Deciduous Tree
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	Found 1/2" Rebar (Unless Noted)
	Set 1/2"x30" Rebar w/Orange Cap #18646
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	Record
	Property Line



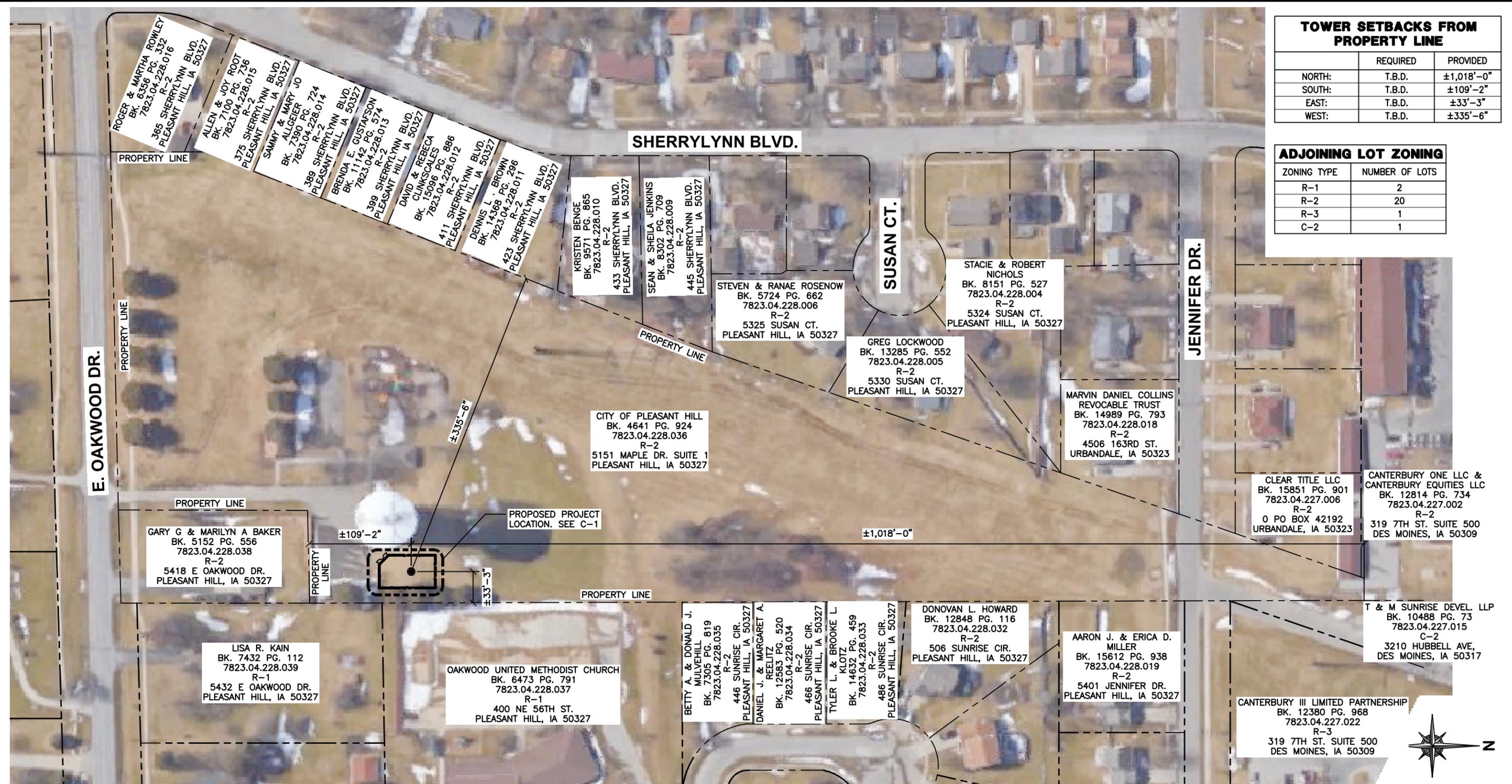
PROFESSIONAL LAND SURVEYOR
R. RODNEY KLIEN
18646
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: *R. Klien* DATE: 3-2-16
R. RODNEY KLIEN IOWA REG. NO. 18646

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017

PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET



TOWER SETBACKS FROM PROPERTY LINE		
	REQUIRED	PROVIDED
NORTH:	T.B.D.	±1,018'-0"
SOUTH:	T.B.D.	±109'-2"
EAST:	T.B.D.	±33'-3"
WEST:	T.B.D.	±335'-6"

ADJOINING LOT ZONING	
ZONING TYPE	NUMBER OF LOTS
R-1	2
R-2	20
R-3	1
C-2	1

OVERALL PROPERTY PLAN
SCALE: 1" = 100'-0" 1

W-T COMMUNICATION DESIGN GROUP, LLC.
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JEFFERY GUTOWSKY
PROFESSIONAL ENGINEER
STATE OF IOWA
LICENSE # 17222
EXPIRES 12/31/17 SIGNED:

TowerCo

SITE NAME: SUNRISE PARK
TOWERCO SITE ID: IA-0227
5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY

REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UPDATE	DVL	JKE	JG

PROJECT NUMBER T1600003
DRAWING TITLE ZONING MAP
DRAWING NUMBER Z-1



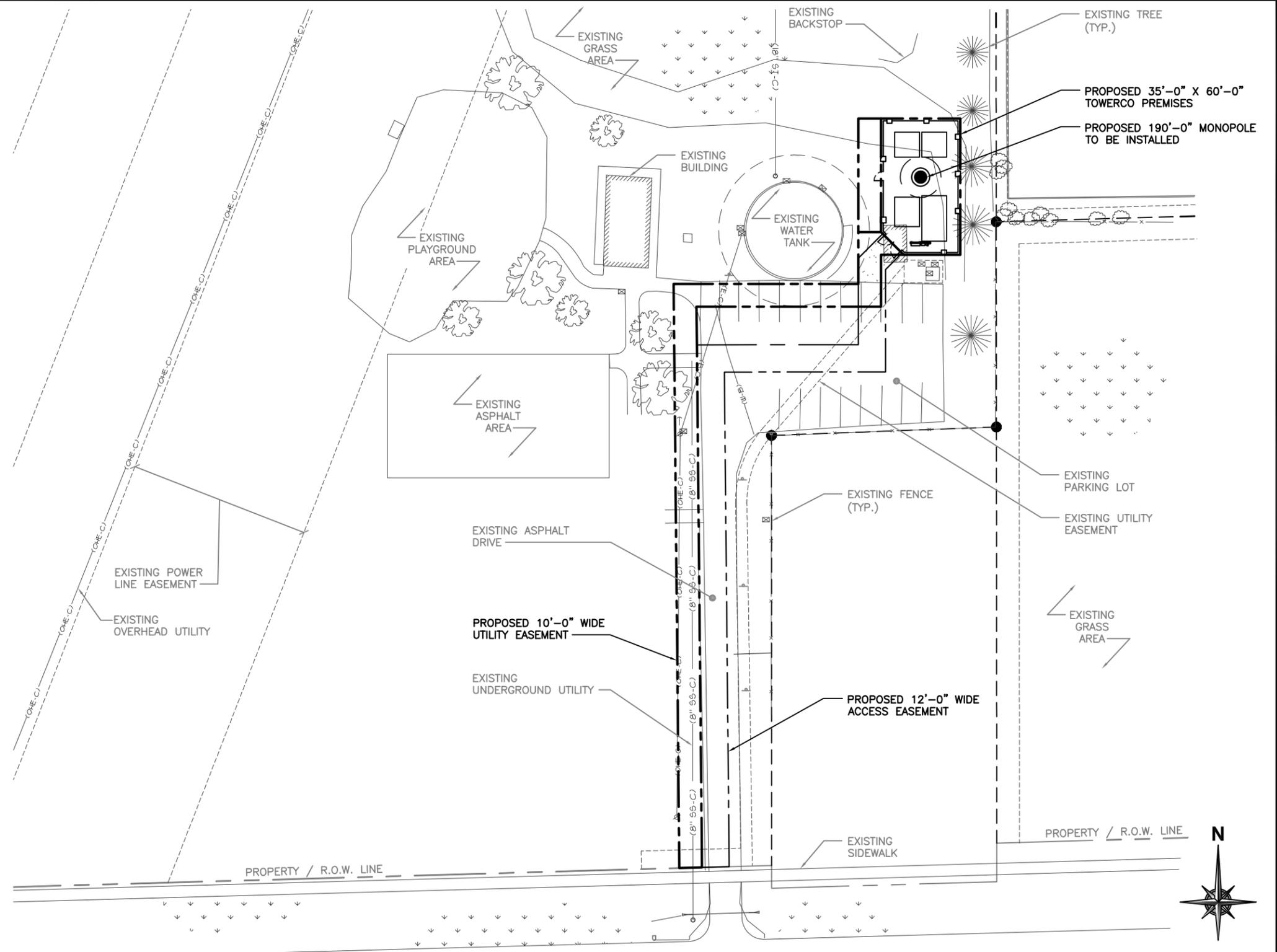
AERIAL VIEW

SCALE: N.T.S.



SITE PHOTO

SCALE: N.T.S.



E. OAKWOOD DRIVE

OVERALL PROPERTY PLAN

SCALE: 1" = 50'-0"

1

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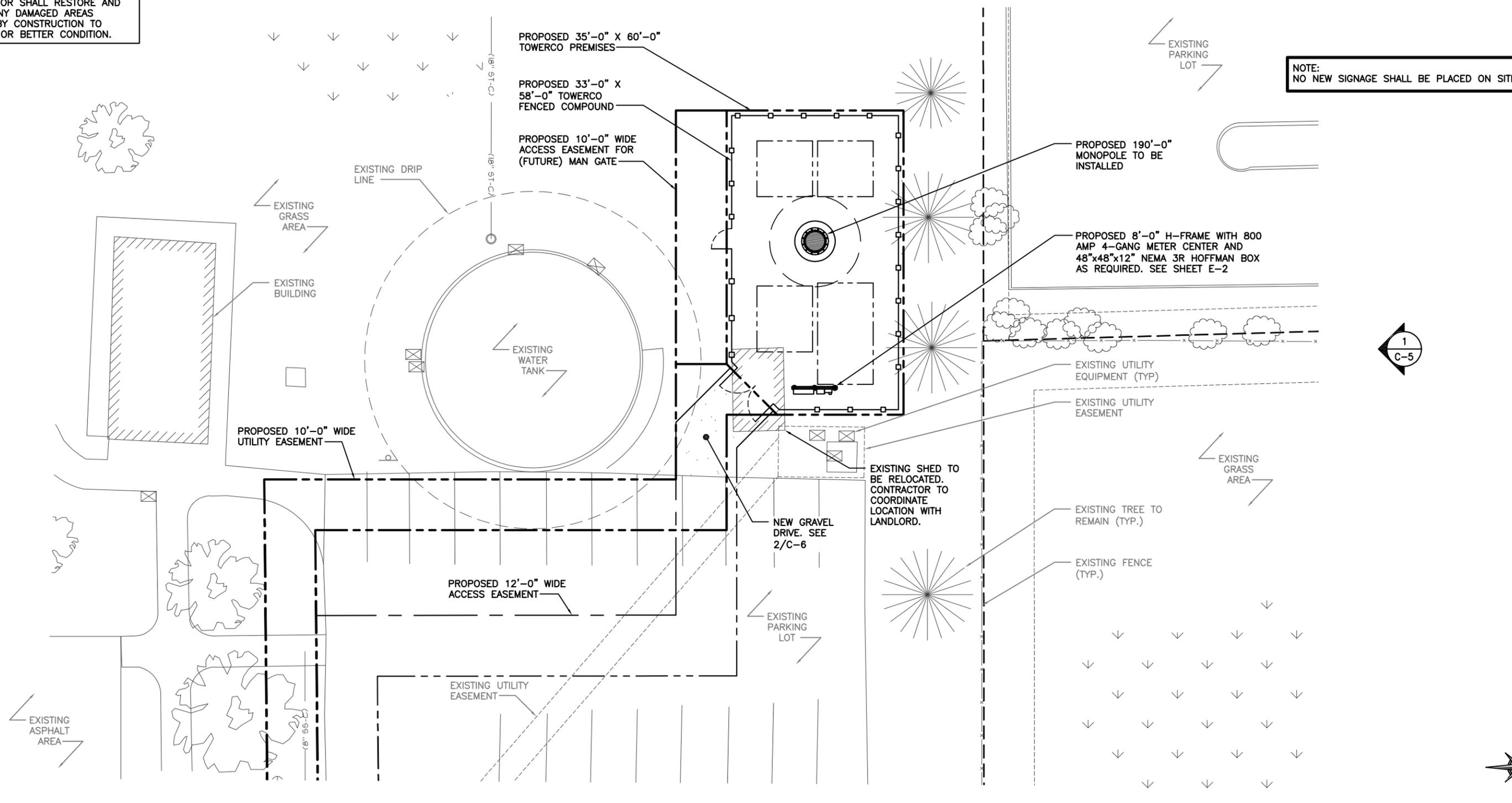
PROJECT NUMBER
T1600003

DRAWING TITLE
OVERALL PROPERTY PLAN

DRAWING NUMBER
C-1

NOTE:
CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

NOTE:
NO NEW SIGNAGE SHALL BE PLACED ON SITE.



ENLARGED SITE PLAN
SCALE: 1" = 20'-0"
1

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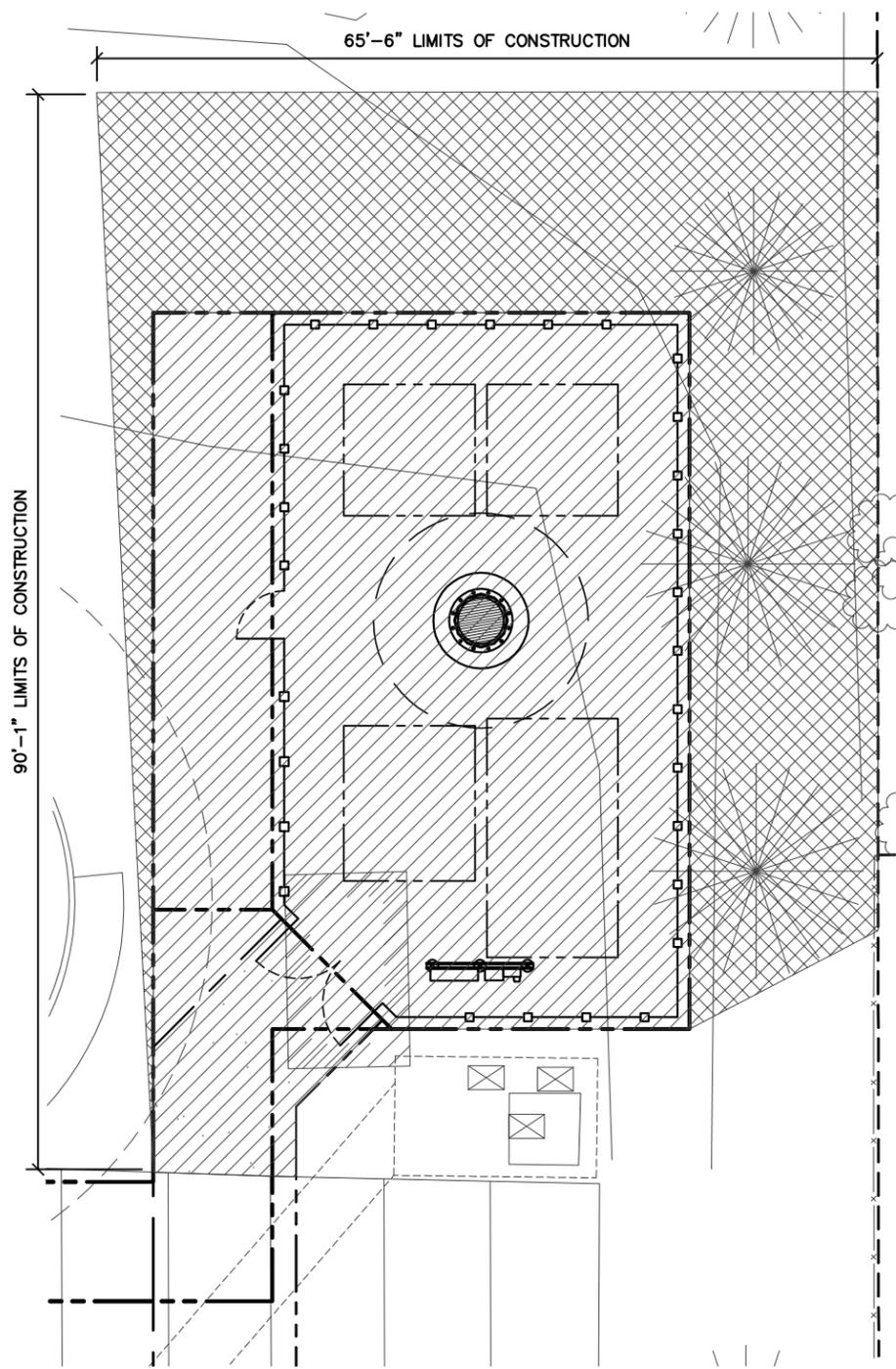
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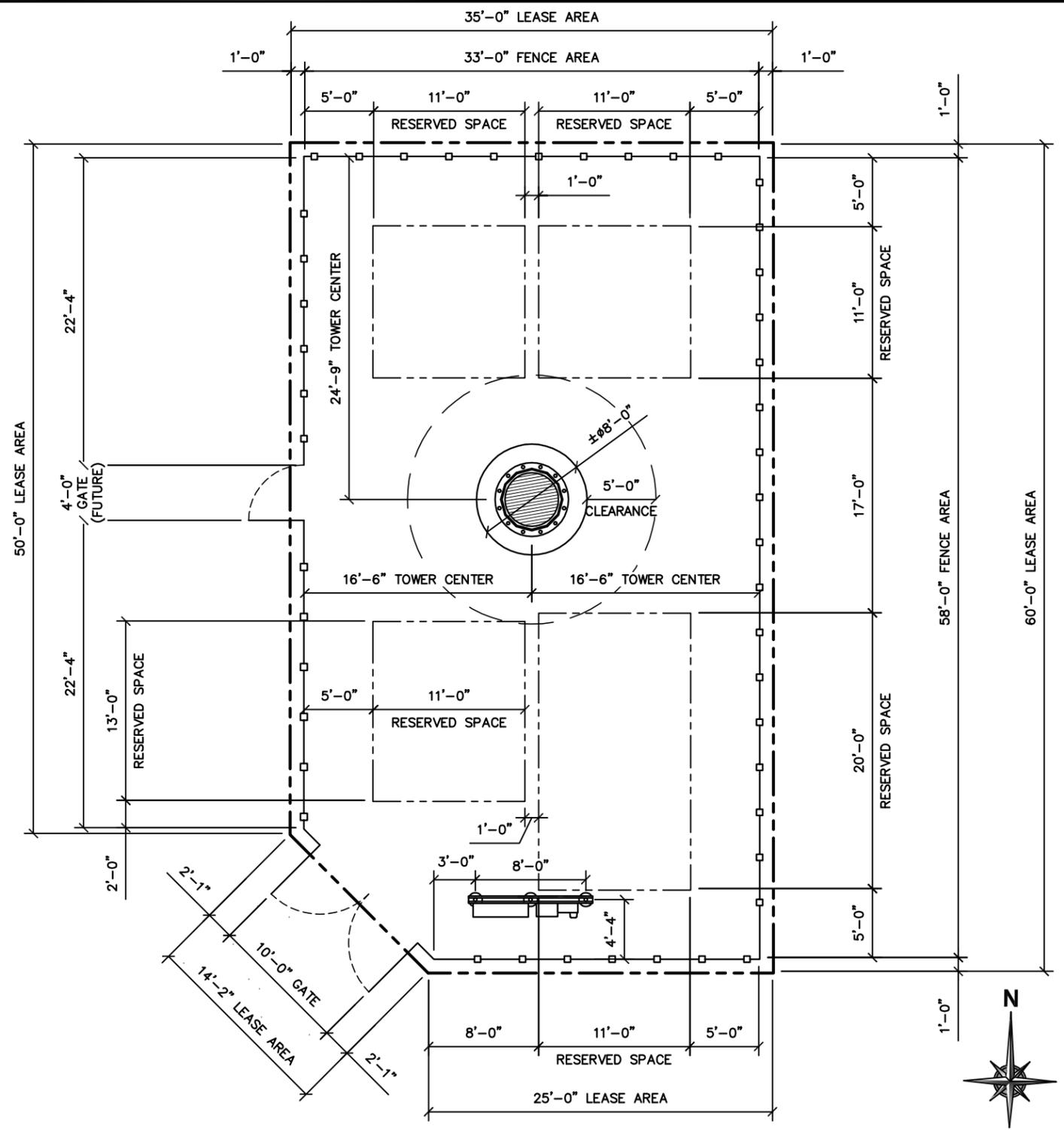
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PROJECT NUMBER T1600003
DRAWING TITLE ENLARGED SITE PLAN
DRAWING NUMBER C-2



EXTENTS OF CONSTRUCTION/DISTURBED AREA		
	COMPOUND AND EASEMENTS	±2,867 sq.ft. ±0.066 ACRE
	SOIL GRADING	±2,221 sq.ft. ±0.051 ACRE
	TOTAL	±5,082 sq.ft. ±0.117 ACRE



EXTENT OF CONSTRUCTION
SCALE: 1" = 15'-0"
1

GEOMETRIC SITE PLAN
SCALE: 1" = 10'-0"
2

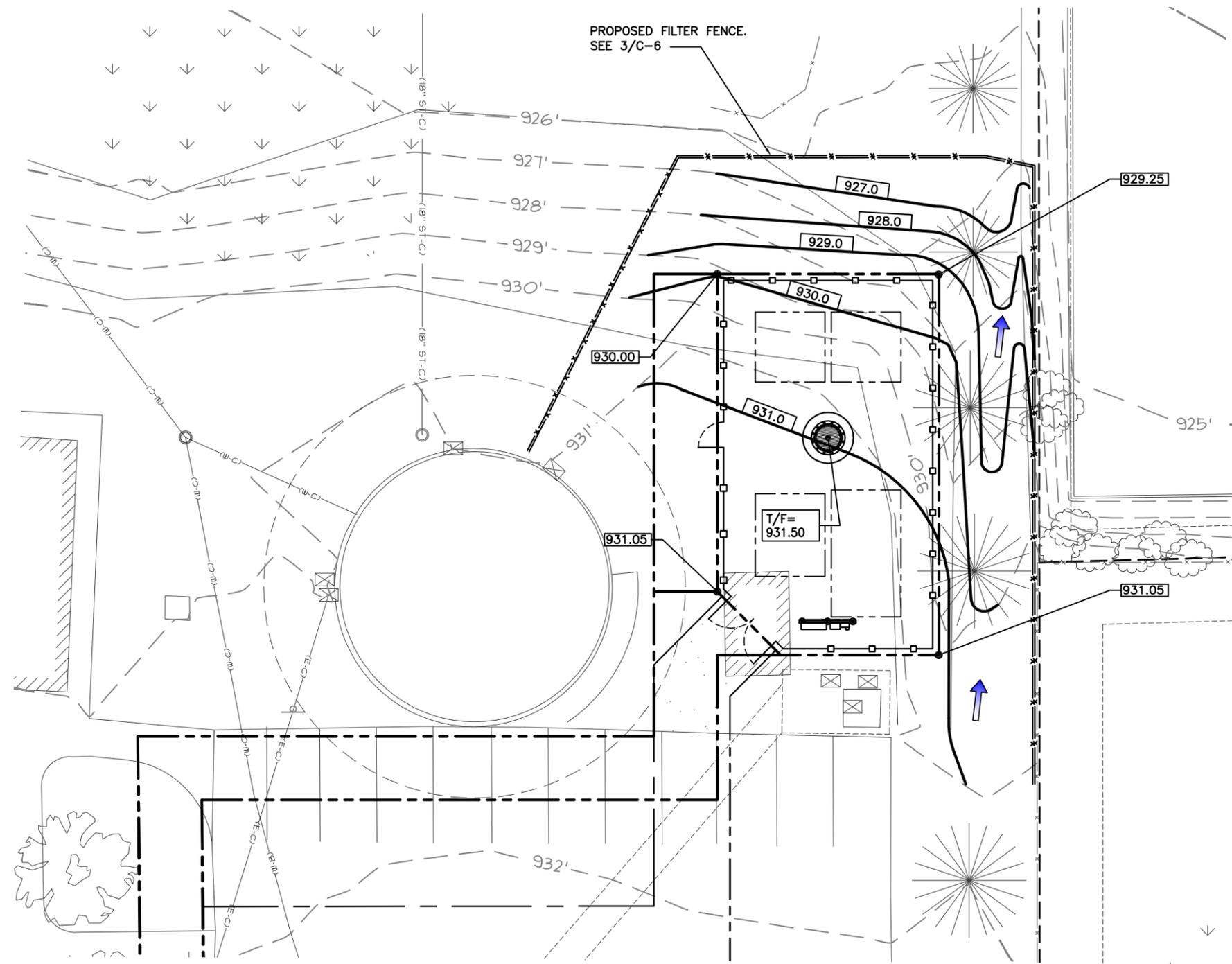
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PROJECT NUMBER T1600003
DRAWING TITLE GEOMETRIC SITE PLAN
DRAWING NUMBER C-3



LEGEND:

XXX.XX	PROPOSED CONTOUR	(INT.)	INTERPOLATION
XXX.XX	PROPOSED SPOT ELEVATION	(L.F.)	LINEAR FEET
T/F= XXX.XX	TOP OF FOUNDATION		FLOW DIRECTION
XXX.XX	INVERT/INLET		FILTER FENCE
			PROPOSED CULVERT
			PROPOSED CONTOUR

GRADING PLAN	1
SCALE: 1" = 20'-0"	

W-T

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WIRELESS INFRASTRUCTURE

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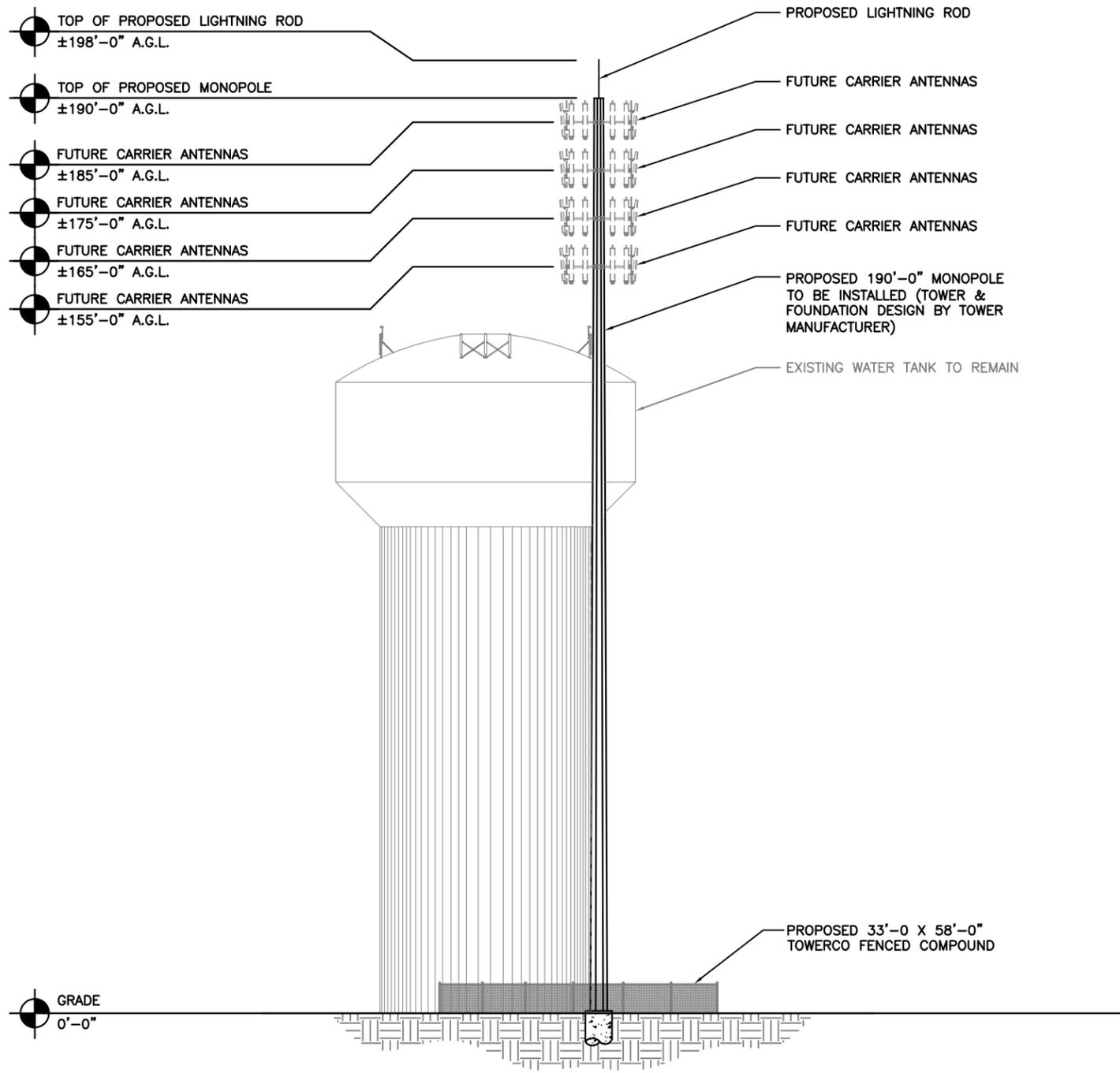
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PROJECT NUMBER T1600003
DRAWING TITLE GRADING PLAN
DRAWING NUMBER C-4



NOTE:
W-T'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE SHALL BE PERFORMED.

NOTE:
THIS DRAWING IS FOR REFERENCE ONLY. REFER TO TOWER MANUFACTURER'S SPECIFICATIONS AND DESIGN DOCUMENTS FOR CONSTRUCTION OF TOWER AND TOWER FOUNDATION.

TOWER ELEVATION	1
SCALE: 1" = 30'-0"	

W-T

W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

2675 Pratum Avenue
Hoffman Estates, Illinois 60192
PH: (224) 293-6333 FAX: (224) 293-6444
www.wtengineering.com

JEFFERY GUTOWSKY
PROFESSIONAL ENGINEER
STATE OF IOWA
LICENSE # 17222
EXPIRES 12/31/17 SIGNED:

TowerCo

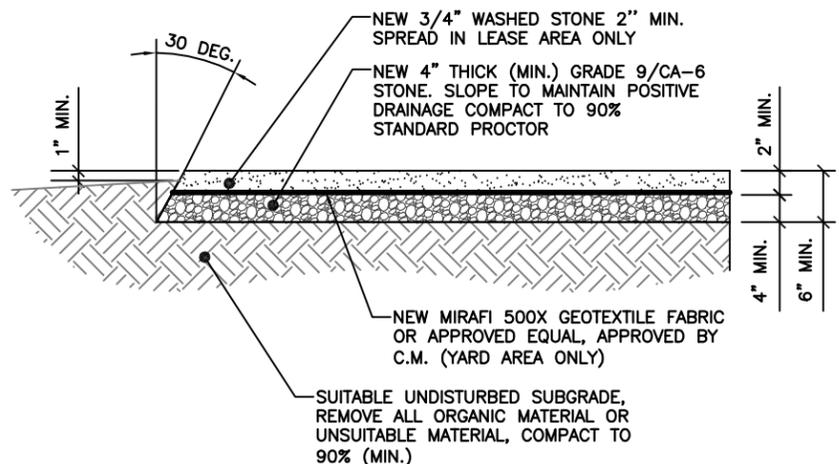
SITE NAME: SUNRISE PARK

TOWERCO SITE ID: IA-0227

**5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY**

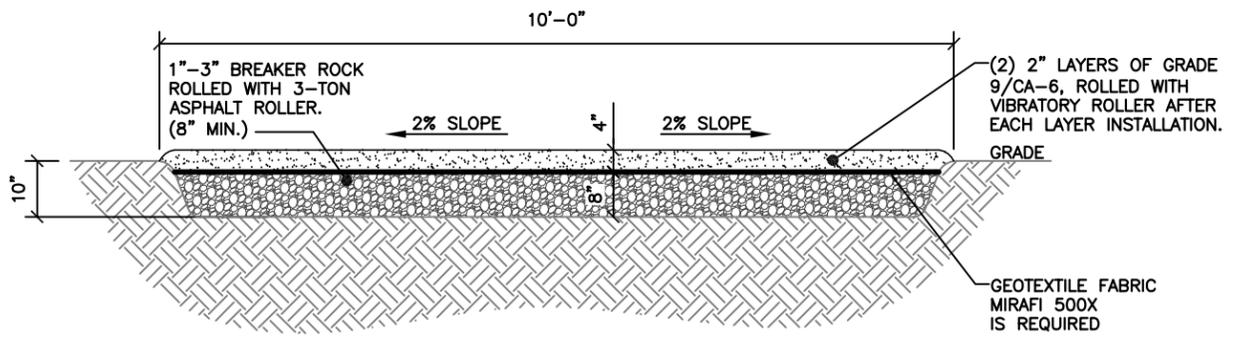
REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UDPATE	DVL	JKE	JG

PROJECT NUMBER T1600003
DRAWING TITLE TOWER ELEVATION
DRAWING NUMBER C-5



NOTE:
WEED CONTROL FABRIC SHALL BE USED UNDER ALL AREAS OF THE YARD.

YARD PAVEMENT DETAIL
SCALE: N.T.S. **1**

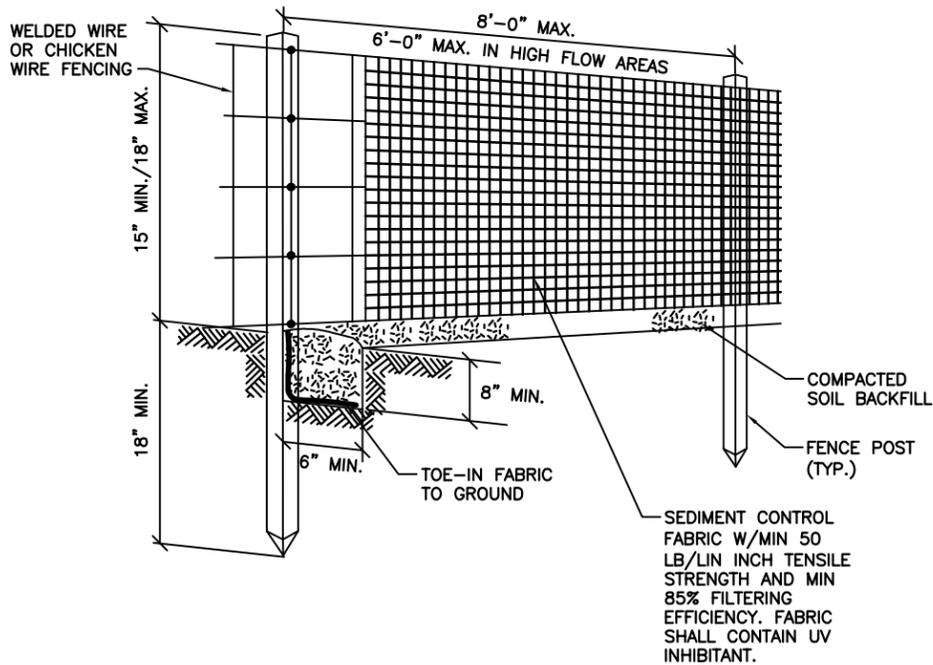


NOTE:
ALL SELECT GRANULAR FILL SHALL BE COMPACTED TO A 95% COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 OR WITHIN PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT.

NOTE:
CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING & GRUBBING THE CONSTRUCTION SITE AND ROADWAY AREAS WHERE APPLICABLE.

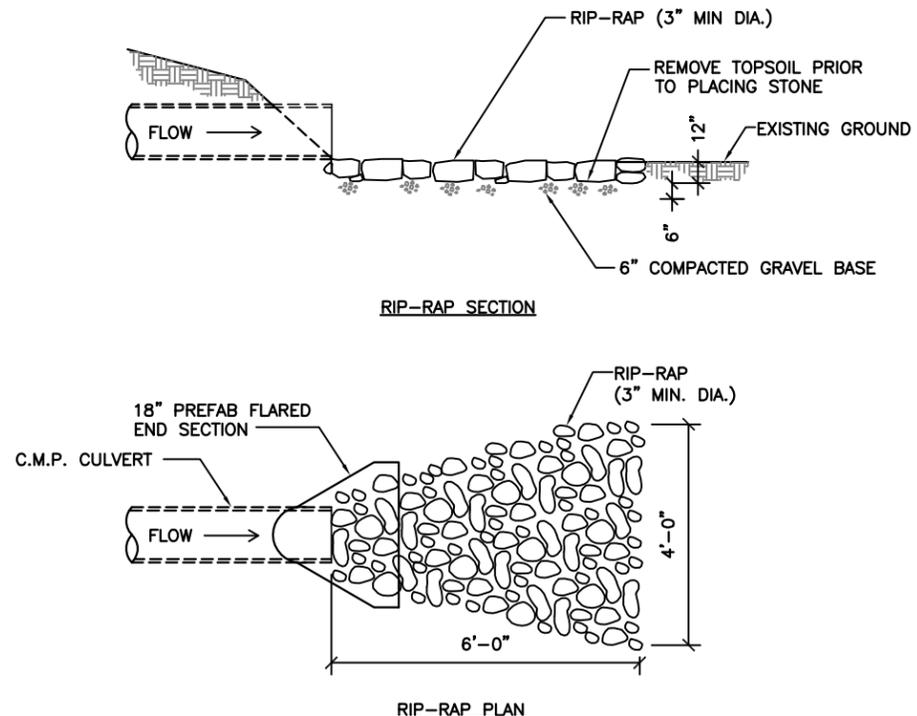
- INSTALLATION PROCEDURE:**
- EXCAVATE TO 10" BELOW GRADE AND INSTALL 8" OF 1"-3" BREAKER ROCK AND ROLL WITH A 3-TON ASPHALT ROLLER
 - INSTALL 2" OF GRADE 9/CA-6 AND ROLL WITH VIBRATORY ROLLER AT TIME OF TOWER DELIVERY
 - INSTALL AN ADDITIONAL 2" OF GRADE 9/CA-6 AND ROLL WITH VIBRATORY ROLLER

GRAVEL DRIVE DETAIL
SCALE: N.T.S. **2**



- SILT FENCE NOTES:**
- CONSTRUCT THE SILT FENCE OF FILTER CLOTH WITH A MINIMUM TENSILE STRENGTH OF 50 LB/LIN INCH.
 - SILT FENCE HEIGHT SHALL BE A MINIMUM OF 15 INCHES ABOVE GROUND HEIGHT, BUT SHALL NOT EXCEED 18 INCHES.
 - CONSTRUCT SILT FENCE OF A CONTINUOUS ROLL CUT THE LENGTH OF THE BARRIER TO AVOID JOINTS. FABRIC TO BE FASTENED SECURELY TO FENCE POSTS WITH 1 INCH STAPLES OR TIE WIRES.
 - SUPPORT FABRIC WITH WOVEN WIRE MESH 14.5 GAUGE, 6" MAX. MESH OPENING. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH 1 INCH STAPLES OR TIE WIRES.
 - POSTS FOR SEDIMENT FENCES SHALL BE 4 INCH DIAMETER PINE, 2 INCH DIAMETER OAK OR 1.33 LB/LINEAR FOOT STEEL. MINIMUM LENGTH SHALL BE 4 FEET. POSTS SHALL BE SPACED NO MORE THAN 8 FEET APART AND THEY SHALL BE DRIVEN INTO THE GROUND A MINIMUM OF 18 INCHES
 - EXCAVATE A TRENCH APPROXIMATELY 6 INCHES WIDE AND 8 INCHES DEEP ALONG THE PROPOSED LINE OF POSTS AND UP SLOPE FROM THE BARRIER. BACKFILL THE TRENCH WITH COMPACTED SOIL OR GRAVEL PLACED OVER THE FILTER FABRIC.
 - DO NOT ATTACH FILTER FABRIC TO EXISTING FENCES, TREES, ETC.
 - REMOVE FENCING FOLLOWING STABILIZATION OF SLOPES AND ALL DISTURBED AREAS.

SILT FENCE DETAIL
SCALE: N.T.S. **3**



RIP-RAP DETAIL
SCALE: N.T.S. **4**

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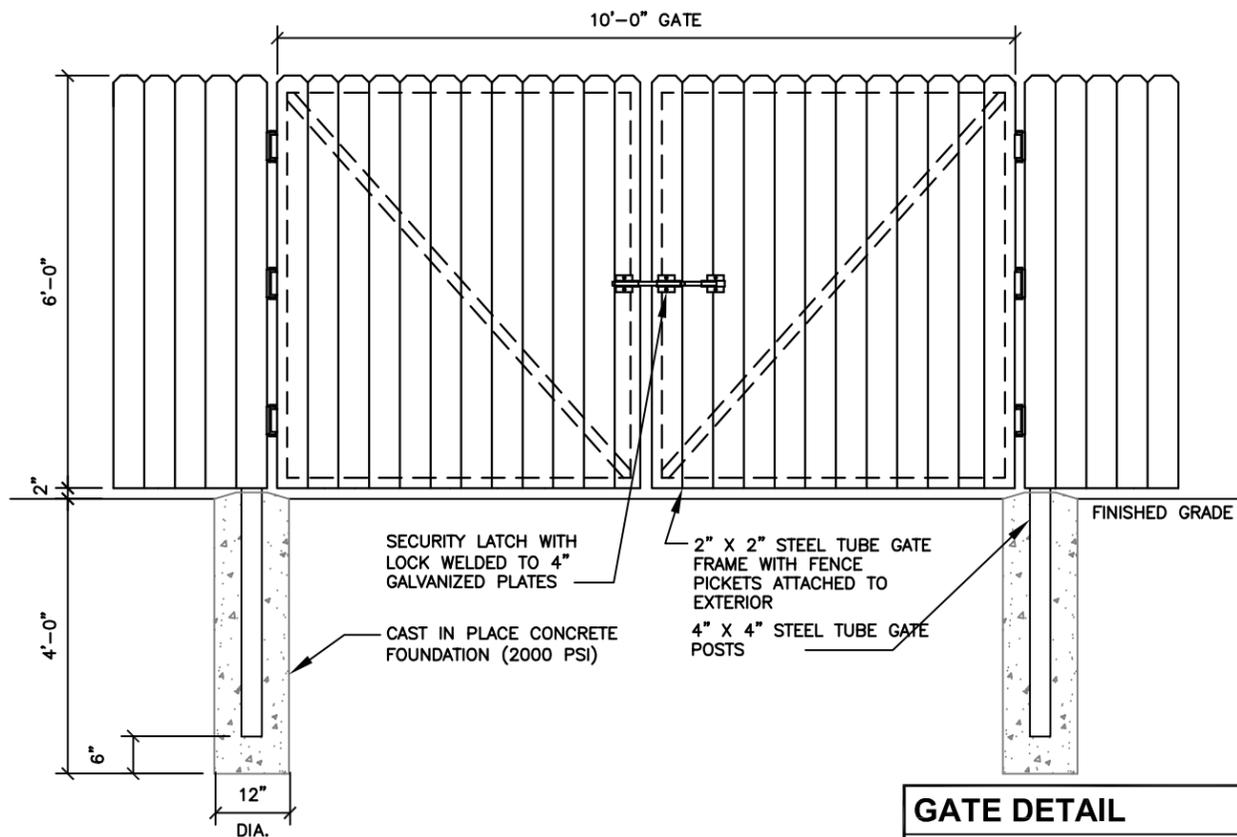
JEFFERY GUTOWSKY
PROFESSIONAL ENGINEER
STATE OF IOWA
LICENSE # 17222
EXPIRES 12/31/17 SIGNED:

TowerCo

SITE NAME: SUNRISE PARK
TOWERCO SITE ID: IA-0227
5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY

REV	DATE	REVISIONS	BY	CHK	APP'D
A	01.21.16	LEASE EXHIBIT	SC	SAC	JKR
B	08.15.16	ZONING DRAWING	DVL	JKE	JG
C	09.29.16	FENCE UDPATE	DVL	JKE	JG

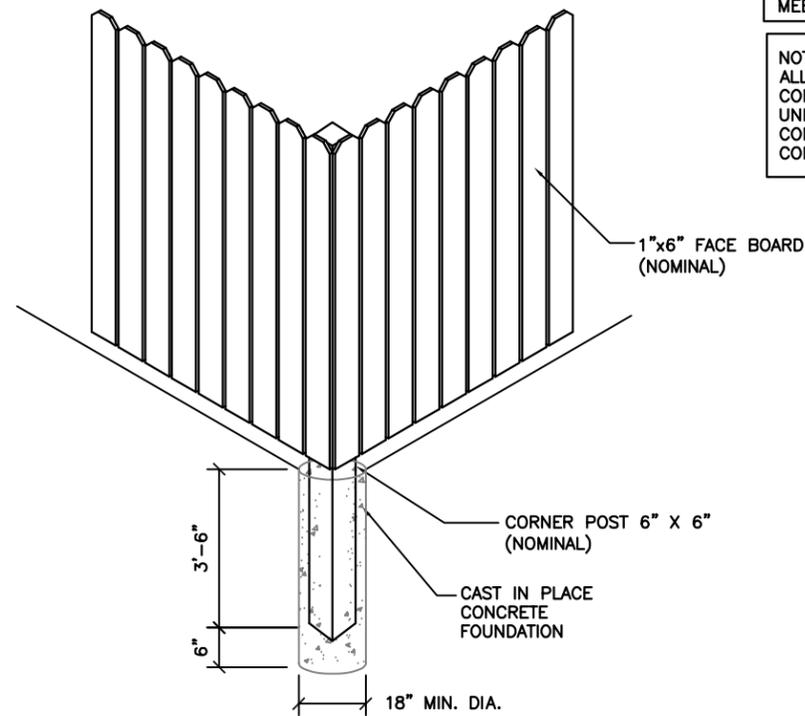
PROJECT NUMBER
T1600003
DRAWING TITLE
YARD DETAILS
DRAWING NUMBER
C-6



GATE DETAIL

SCALE: N.T.S.

1

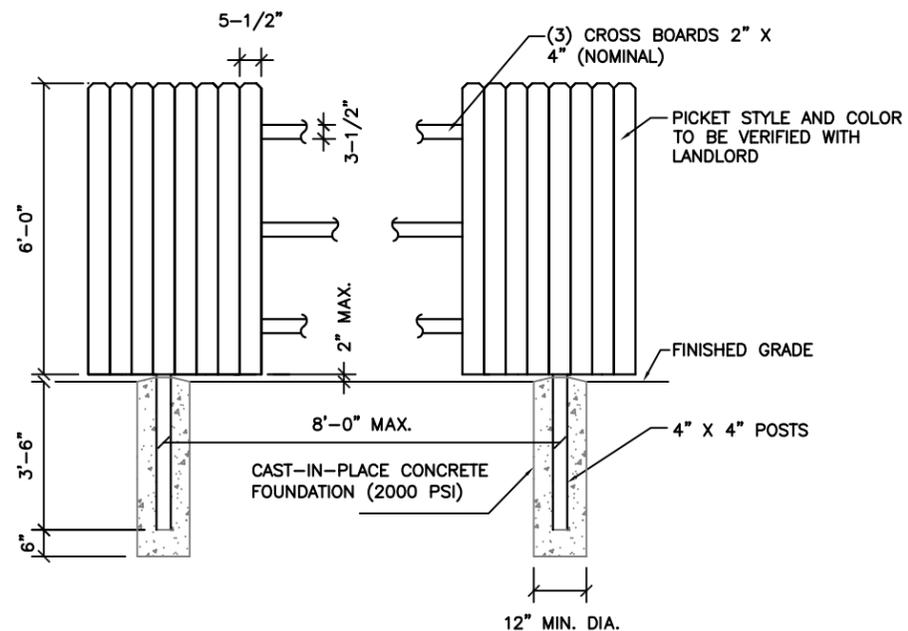


FENCE CORNER DETAIL

SCALE: N.T.S.

2

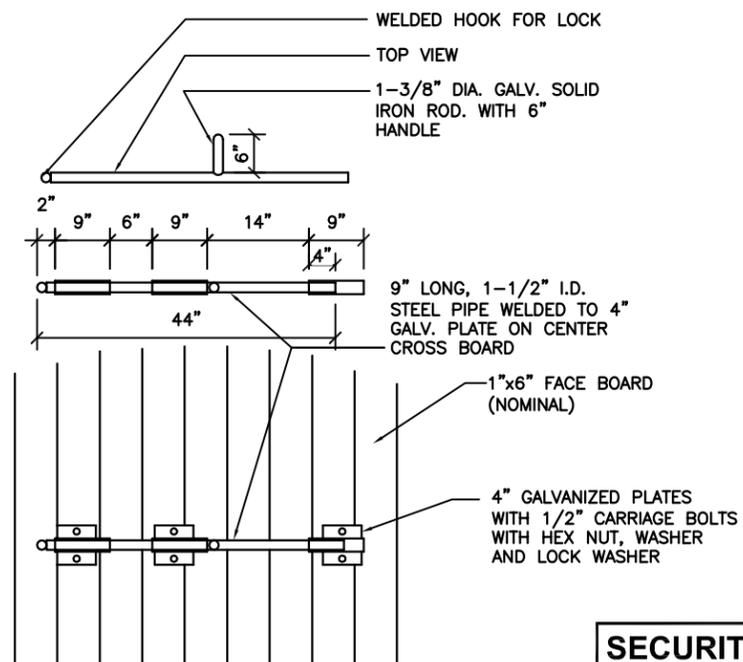
NOTE:
FENCE TO BE COMPOSED OF A HIGH QUALITY COMPOSITE MATERIAL WITH A WOOD GRAIN FINISH. CONTRACTOR TO VERIFY WITH LANDLORD COLOR AND FINISH PRIOR TO INSTALLATION.



FENCE SECTION DETAIL

SCALE: N.T.S.

3



SECURITY LATCH DETAIL

SCALE: N.T.S.

4



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STATE OF IOWA
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SITE NAME: SUNRISE PARK

TOWERCO SITE ID: IA-0227

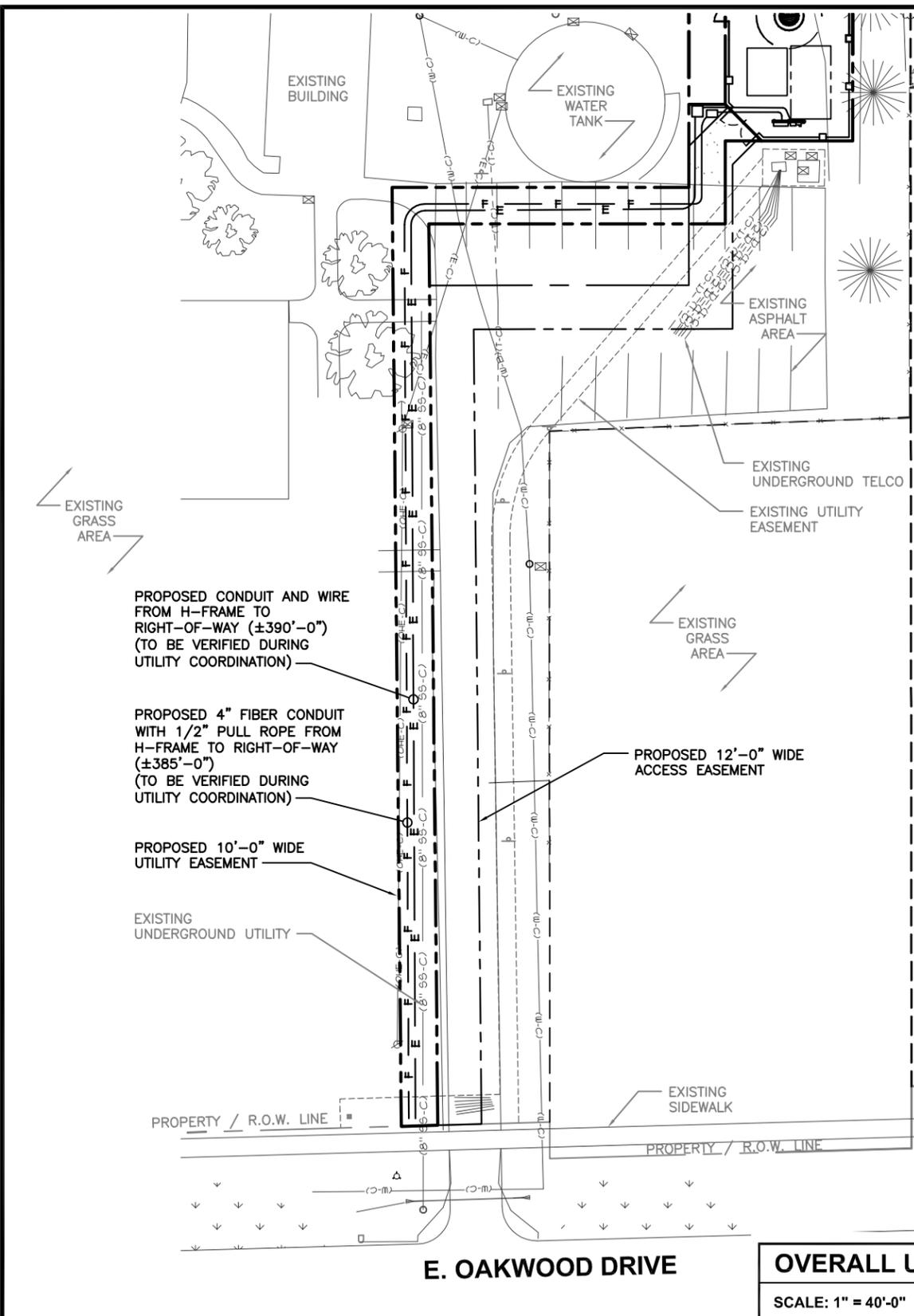
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PLEASANT HILL, IA 50319
POLK COUNTY**

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PROJECT NUMBER
T1600003

DRAWING TITLE
FENCE DETAILS

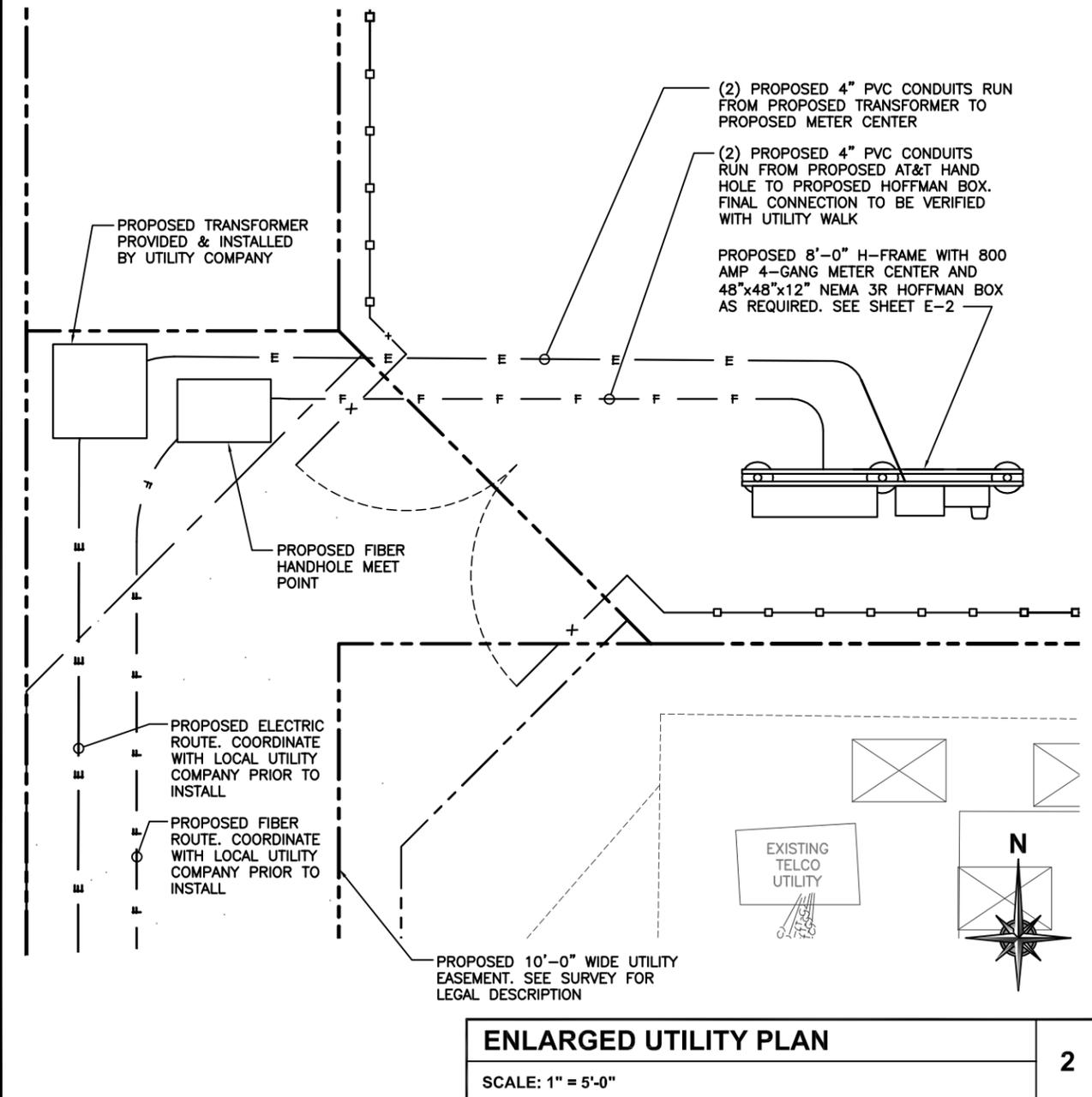
DRAWING NUMBER
C-7



VOLTAGE DROP			
FROM SOURCE TO TRANSFORMER			
LENGTH OF RUN	WIRE SIZE	VOLTAGE DROP (VOLTS)	PERCENTAGE OF VOLTAGE
T.B.D.	T.B.D.	T.B.D.	T.B.D.

NOTE: UTILITY COORDINATION WILL BE REQUIRED TO DETERMINE FINAL ELECTRIC AND FIBER LAYOUT AND REQUIREMENTS.

VOLTAGE DROP			
FROM TRANSFORMER TO METER CENTER			
LENGTH OF RUN	WIRE SIZE	VOLTAGE DROP (VOLTS)	PERCENTAGE OF VOLTAGE
±25'-0"	(2) RUNS OF (3) 600 MCM	0.54V	0.22%



E. OAKWOOD DRIVE

OVERALL UTILITY PLAN

SCALE: 1" = 40'-0"

1

ENLARGED UTILITY PLAN

SCALE: 1" = 5'-0"

2

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TOWERCO SITE ID: IA-0227

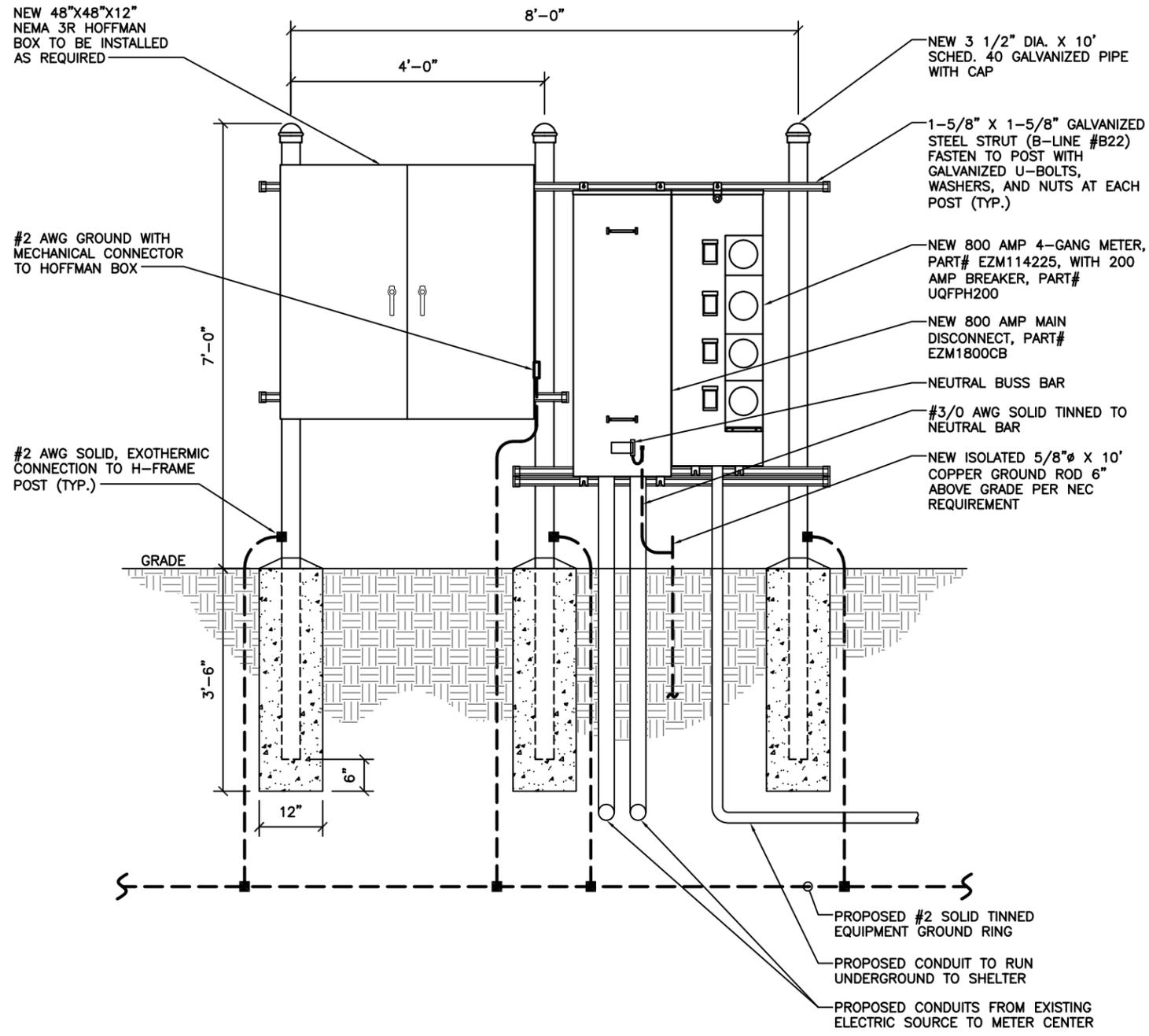
5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY

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C	09.29.16	FENCE UPDATE	DVL	JKE	JG

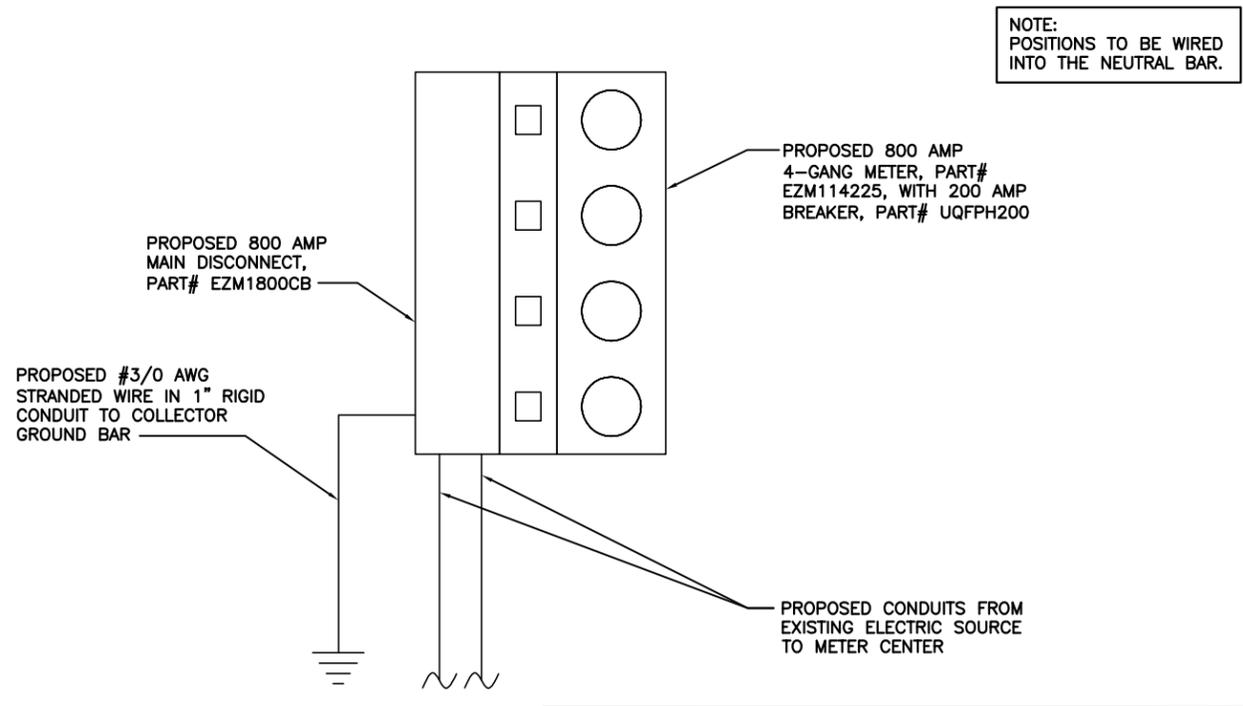
PROJECT NUMBER
T1600003

DRAWING TITLE
OVERALL & ENLARGED UTILITY PLANS

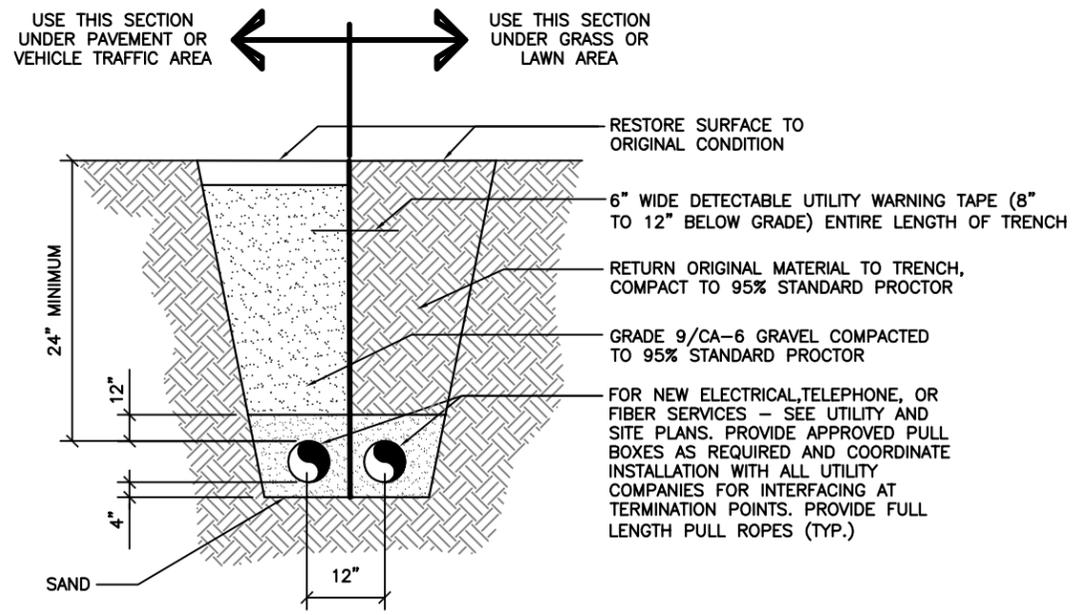
DRAWING NUMBER
E-1



H-FRAME DETAIL
SCALE: N.T.S. 1



ONE-LINE DIAGRAM
SCALE: N.T.S. 2



UTILITY TRENCH DETAIL
SCALE: N.T.S. 3

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TowerCo

SITE NAME: SUNRISE PARK

TOWERCO SITE ID: IA-0227

5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY

REV	DATE	REVISIONS	BY	CHK	APP'D
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PROJECT NUMBER
T1600003

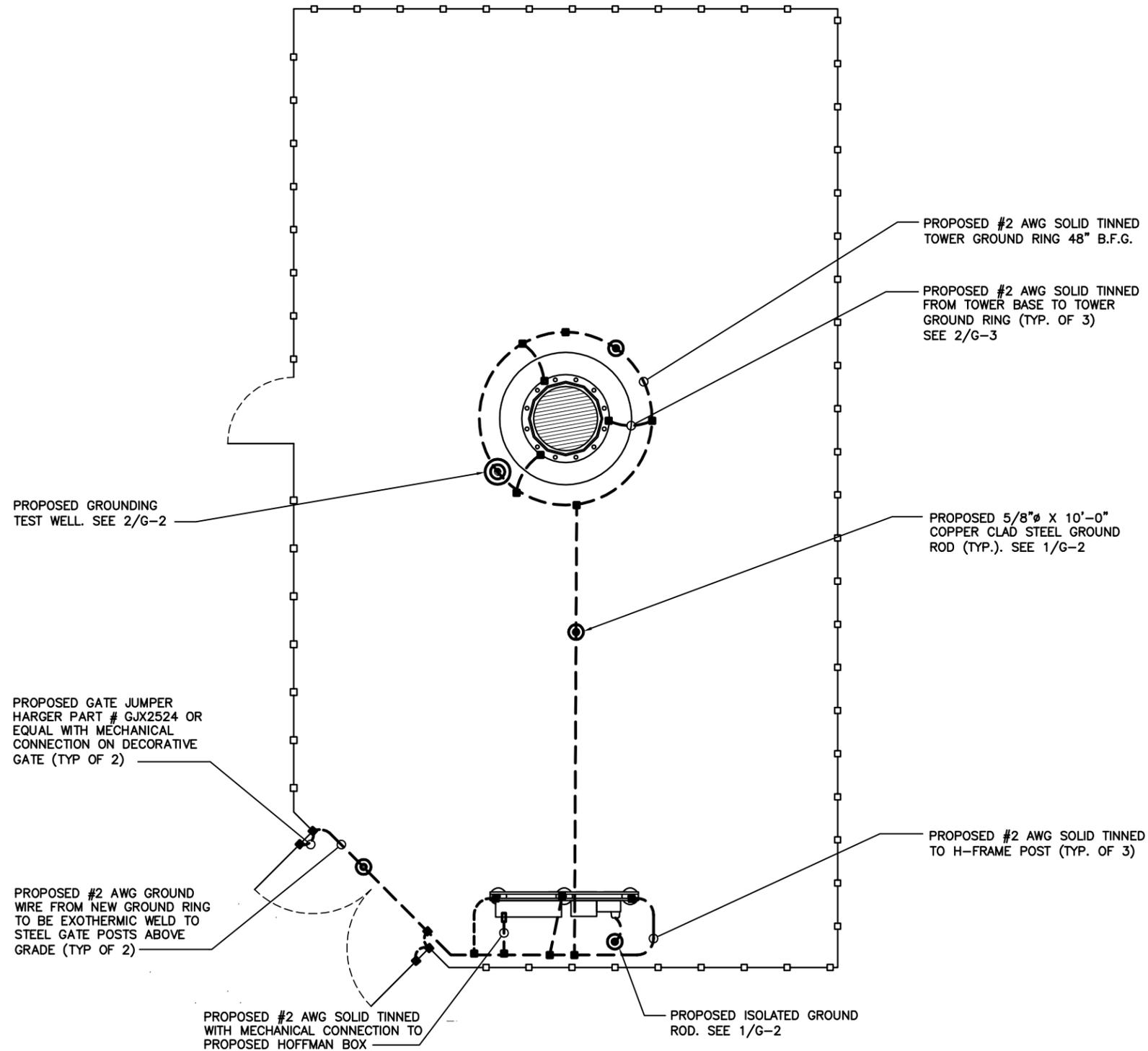
DRAWING TITLE
UTILITY DETAILS

DRAWING NUMBER
E-2

NOTE:
GROUNDING IS FOR REFERENCE ONLY. SOIL
CONDITIONS SPECIFIED IN GEOTECHNICAL
REPORT SHOULD BE REFERRED TO PRIOR
TO CONSTRUCTION & MATERIAL ORDER.
FINAL GROUNDING SYSTEM RESISTANCE TO
BE UNDER 5 OHM'S.

LEGEND

- GROUNDING WIRE
- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- ▲ COMPRESSION FITTING



GROUNDING PLAN	1
SCALE: 1/8" = 1'-0"	

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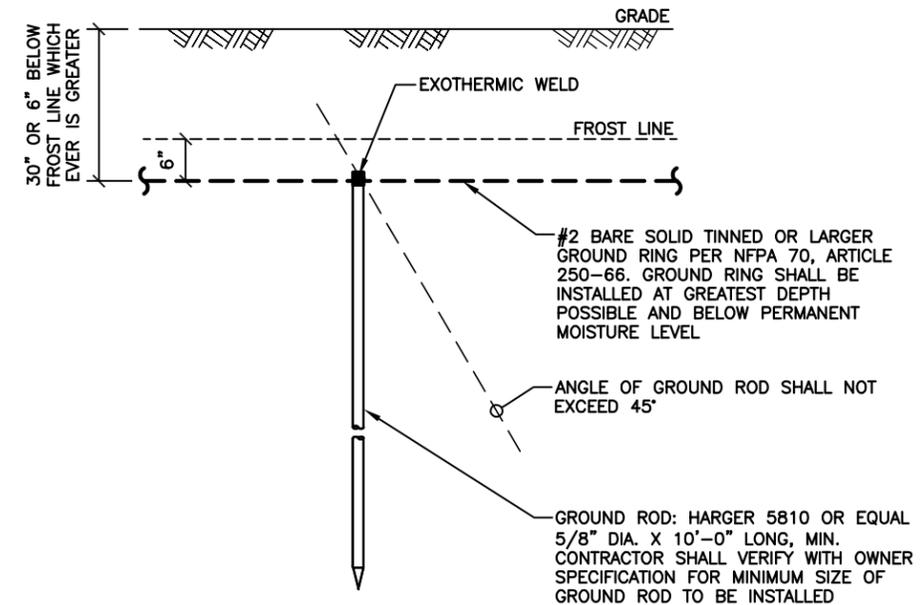
TOWERCO SITE ID: IA-0227

**5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY**

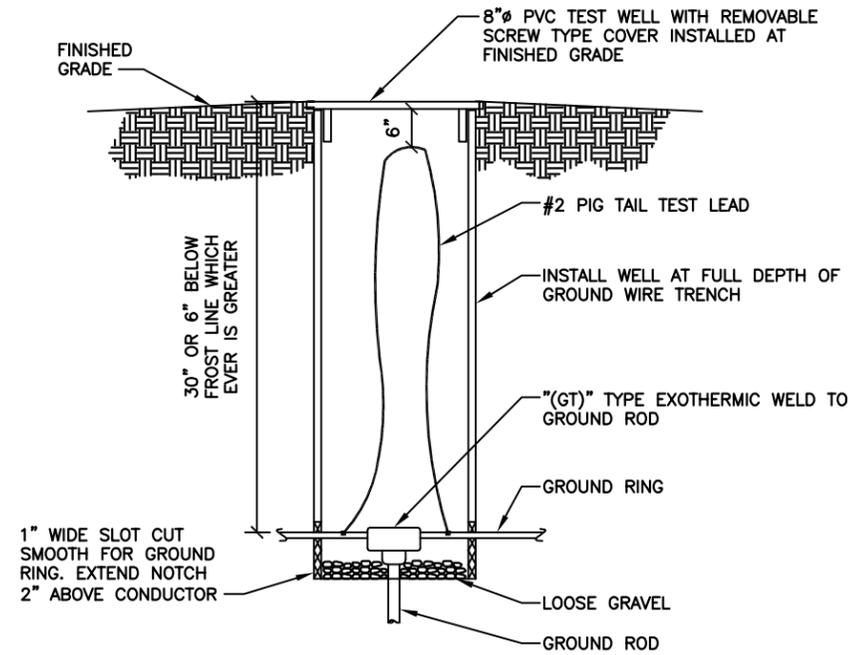
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B	08.15.16	ZONING DRAWING	DVL	JKE	JG
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PROJECT NUMBER T1600003
DRAWING TITLE GROUNDING PLAN
DRAWING NUMBER G-1

- NOTES:
- GROUND RODS INSTALLED WITHIN CLOSE PROXIMITY TO TOWER OR WHEN SOIL IS AT OR BELOW 2,000 OHM-CM, SHALL BE GALVANIZED TO PREVENT GALVANIC CORROSION OF TOWER, (SEE ANSI/TIA-EIA-222)
 - SEE RESISTIVITY REPORT FOR VERIFICATION AS AVAILABLE
 - GROUND RODS SHALL HAVE A RECOMMENDED SPACING TWICE THE LENGTH OF ROD
 - GROUND RODS MAY BE:
 - COPPER CLAD STEEL
 - SOLID COPPER
 - A LARGER CONDUCTOR SHALL BE REQUIRED IN AREAS HIGHLY PRONE TO LIGHTNING AND/OR AREAS WITH HIGHLY ACIDIC SOIL
 - GROUND RING SHALL BE INSTALLED AT GREATEST DEPTH POSSIBLE AND BELOW PERMANENT MOISTURE LEVEL



GROUND ROD DETAIL	1
SCALE: NONE	



TEST WELL DETAIL	2
SCALE: NONE	

NOT USED	3
SCALE: NONE	

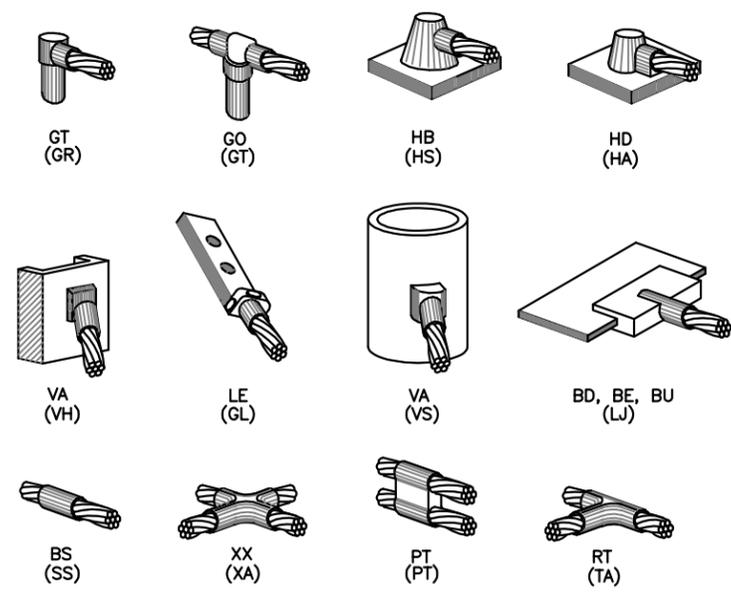
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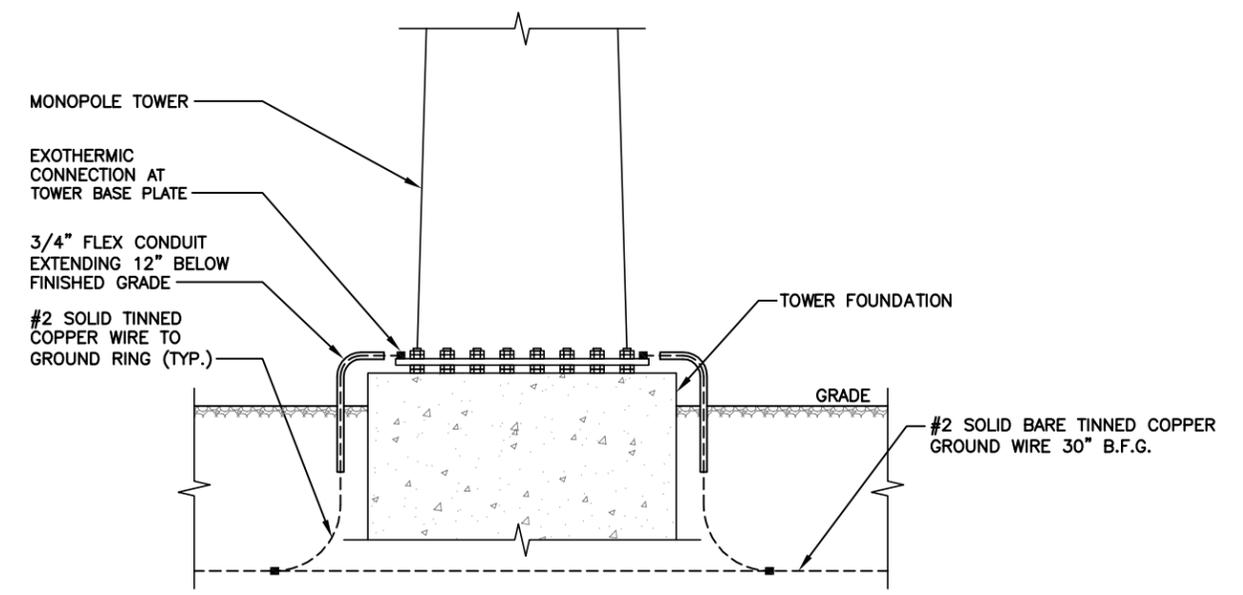
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C	09.29.16	FENCE UDPATE	DVL	JKE	JG

PROJECT NUMBER T1600003
DRAWING TITLE GROUNDING DETAILS
DRAWING NUMBER G-2



NOTE:
THE FOLLOWING SYMBOLS
SHOWN ARE HARGER
ULTRAWELD EXOTHERMIC
CONNECTIONS WITH PART
NUMBERS BELOW. THESE
CONNECTIONS MAY BE
CROSS-REFERENCED WITH
CADWELD CONNECTIONS
WHICH ARE SHOWN IN
PARENTHESIS.

EXOTHERMIC WELD TYPES	1
SCALE: NONE	



NOT USED	3
SCALE: NONE	

TOWER BASE GROUNDING	2
SCALE: NONE	



**W-T COMMUNICATION
DESIGN GROUP, LLC.**
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SITE NAME: SUNRISE PARK
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5414 OAKWOOD DRIVE
PLEASANT HILL, IA 50319
POLK COUNTY

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C	09.29.16	FENCE UDPATE	DVL	JKE	JG

PROJECT NUMBER
T1600003
DRAWING TITLE
GROUNDING DETAILS
DRAWING NUMBER
G-3



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, AICP, EDFP, ASLA
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: SET HEARING FOR CONSIDERATION OF PROPERTY LEASE
TOWER CO WIRELESS TOWER RELOCATION 5414 EAST OAKWOOD DRIVE

BACKGROUND:

The City has been working with TowerCo, a wireless telecommunications company, on potential improvements to Sunrise Park. Located at 5414 East Oakwood Drive, the Park was developed around a utility corridor containing one of the City's water towers and large above ground power lines. The water tank has provided lease space for cellular telecommunications equipment for many years in an effort to reduce overall infrastructure clutter in the community. This has been a common practice in communities nationwide to encourage and in some cases require the co-location of these facilities on existing towers or public infrastructure. Full control of the City's water system was transferred to Des Moines Water in 2005 and as the controlling entity the agency is no longer comfortable having the telecommunications equipment on the tower. The wiring and other apparatus makes cleaning, painting, and movement within and on the tower difficult and unsafe. Des Moines Water Works has recommended the City work to provide an alternate facility on the same site to improve safety and still meet the existing lease needs.

Elsewhere on the Council Agenda is the consideration of a site plan for a new 190' tall monopole directly adjacent to the water tower with supporting equipment within a fenced in area. The purpose of this agenda item is to set a hearing for the consideration of a lease for the property to TowerCo. Following is a resolution setting a public hearing for October 25, 2016 at 6:30 PM.

ALTERNATIVES:

Not approve the resolution setting a date for a public hearing. However, the resolution does not approve the project and simply sets a date for the lease agreement to be considered.

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Approve the attached resolution setting a date for a public hearing.

RESOLUTION #101116-04

**RESOLUTION TO SET A PUBLIC HEARING FOR CONSIDERATION OF A
WIRELESS COMMUNICATION FACILITY PROPERTY LEASE**

WHEREAS, Des Moines Water Works has requested that the City of Pleasant Hill take action to relocate existing wireless communication facilities located on and within the water tower at 5414 East Oakwood Drive and also known as Sunrise Park; and

WHEREAS, moving the facilities to a new tower adjacent to the water tower will eliminate safety and maintenance concerns caused by the equipment while providing an alternate location meeting lease obligations;

BE IT RESOLVED that the City Council of Pleasant Hill, in Polk County, Iowa will hold a public hearing on October 25, 2016, at 6:30 p.m. in the Pleasant Hill City Council Chambers, 5160 Maple Drive, Pleasant Hill, Iowa, for the purpose of considering a wireless communication facility property lease with TowerCo for a portion of property owned by the City of Pleasant Hill at 5414 East Oakwood Drive, known as Sunrise Park, and more particularly described as follows:

Part of Lot 1, E.J. Ellison Estate, Polk County, Iowa, Further Described as Follows:

Commencing at the Southwest Corner of Lot 18, Hawkeye Sunrise Park, Polk County, Iowa; Thence South 47 Degrees 21 Minutes 03 Seconds West, 21.32 Feet to the Point of Beginning; Thence South 90 Degrees 00 Minutes 00 Seconds West, 25.00 Feet; Thence North 45 Degrees 00 Minutes 00 Seconds West 14.14 Feet; Thence North 00 Degrees 00 Minutes 00 Seconds West, 50.00 Feet; Thence North 90 Degrees 00 Minutes 00 Seconds East, 35.00 Feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, 60.00 Feet to the Point of Beginning Containing 0.05 Acres (2,050 Square Feet) More or Less.

Adopted this 11th day of October 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of Pleasant Hill, in Polk County, Iowa will hold a public hearing on October 25, 2016, at 6:30 p.m. in the Pleasant Hill City Council Chambers, 5160 Maple Drive, Pleasant Hill, Iowa, for the purpose of considering a wireless communication facility property lease for property owned by the City of Pleasant Hill at 5414 East Oakwood Drive and also known as Sunrise Park. The lease under consideration would allow TowerCo to lease a portion of property adjacent to the water tower at 5414 East Oakwood Drive for the purpose of relocating wireless communication facilities attached to the water tower to a new pole. The project has been requested by Des Moines Water Works to eliminate congestion safety concerns on and within the water tower. Property for the lease area is more particularly described as follows:

Part of Lot 1, E.J. Ellison Estate, Polk County, Iowa, Further Described as Follows:

Commencing at the Southwest Corner of Lot 18, Hawkeye Sunrise Park, Polk County, Iowa; Thence South 47 Degrees 21 Minutes 03 Seconds West, 21.32 Feet to the Point of Beginning; Thence South 90 Degrees 00 Minutes 00 Seconds West, 25.00 Feet; Thence North 45 Degrees 00 Minutes 00 Seconds West 14.14 Feet; Thence North 00 Degrees 00 Minutes 00 Seconds West, 50.00 Feet; Thence North 90 Degrees 00 Minutes 00 Seconds East, 35.00 Feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, 60.00 Feet to the Point of Beginning Containing 0.05 Acres (2,050 Square Feet) More or Less.

Comments from citizens will be heard at the hearing. Written comments must be filed at the City Clerk's Office no later than 4:00 p.m. on Tuesday October 25, 2016.

Dena Spooner
City Clerk/Finance Director
City of Pleasant Hill



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016
TO: MAYOR & CITY COUNCIL
FROM: MADELINE STURMS, AICP, CPM
SENIOR PLANNER
SUBJECT: SITE PLAN APPROVAL
ORANGE PLANET 5650 METRO EAST DRIVE

BACKGROUND:

Pelds Engineering Company has been working with Edge Commercial on the attached site plan amendment for The Orange Planet. Holdahl Company, a woodworking, cabinet and furniture manufacturing company has recently moved into a portion of the building for warehousing and distribution use. The property is located at 5650 Metro East Drive and is in the I-2 Light Industrial Zoning District. The purpose of the site plan amendment is for the company to add new loading doors and additional pavement to the site for better circulation. The existing detention pond is sized appropriately for the additional impervious surface proposed with this project and no modifications are required. No new utilities are being proposed as a part of this project. The amended site plan has been reviewed and recommended for approval by the Planning and Zoning Commission. Following is a resolution approving the site plan.

ALTERNATIVES:

Not approve the site plan. However, the proposed project would be delayed or terminated.

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Approve the attached resolution approving the amended site plan.

RESOLUTION #101116-05

**A RESOLUTION APPROVING AMENDED SITE PLAN FOR THE ORANGE PLANET AT
5650 METRO EAST DRIVE**

WHEREAS, the attached site plan for building and site modifications for the Orange Planet building at 5650 Metro East Drive has been prepared by Pelds Engineering Company; and

WHEREAS, the amended site plan has been reviewed by the Planning and Zoning Commission with a recommendation for approval;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached amended site plan for the project at 5650 Metro East Drive.

ADOPTED this 11th day of October, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

GENERAL INFORMATION:

SITE ADDRESS: 5650 METRO EAST DRIVE, PLEASANT HILL, IA, 50327

ZONING: THE EXISTING AND PROPOSED ZONING IS I-2, LIGHT INDUSTRIAL DISTRICT.

ADJOINING ZONING: I-2 TO THE WEST, EAST, AND SOUTH (PLEASANT HILL ZONING); SUBURBAN DISTRICT TO THE NORTH (POLK COUNTY ZONING).

SITE USE: THE EXISTING USE IS A MIXED USE BUILDING WITH WAREHOUSING. THE PROPOSED USE IS A MIXED USE BUILDING WITH WAREHOUSING.

BUILDING AREA: THE EXISTING BUILDING IS 29,451 SQ. FT. NO ADDITIONAL BUILDING IS PROPOSED

BUILDING HEIGHT: THE EXISTING BUILDING IS ONE-STORY WITH A MAXIMUM HEIGHT OF 35'.

BUILDING SETBACKS: 25' FRONT YARD (ALONG THE SOUTH PROPERTY LINE) 40' REAR YARD (ALONG THE NORTH PROPERTY LINE) 0' SIDE YARD (ALONG THE WEST AND EAST PROPERTY LINES)

OPEN SPACE: 10% MINIMUM R.O.D. (4.811 ACRES)*(0.10) = 0.481 ACRES OPEN SPACE R.O.D. 1.889 ACRES / 4.811 ACRES = 39.3% PROVIDED.

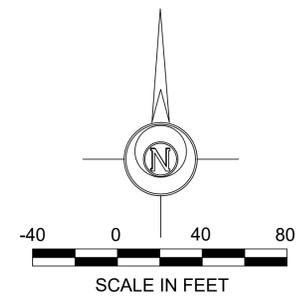
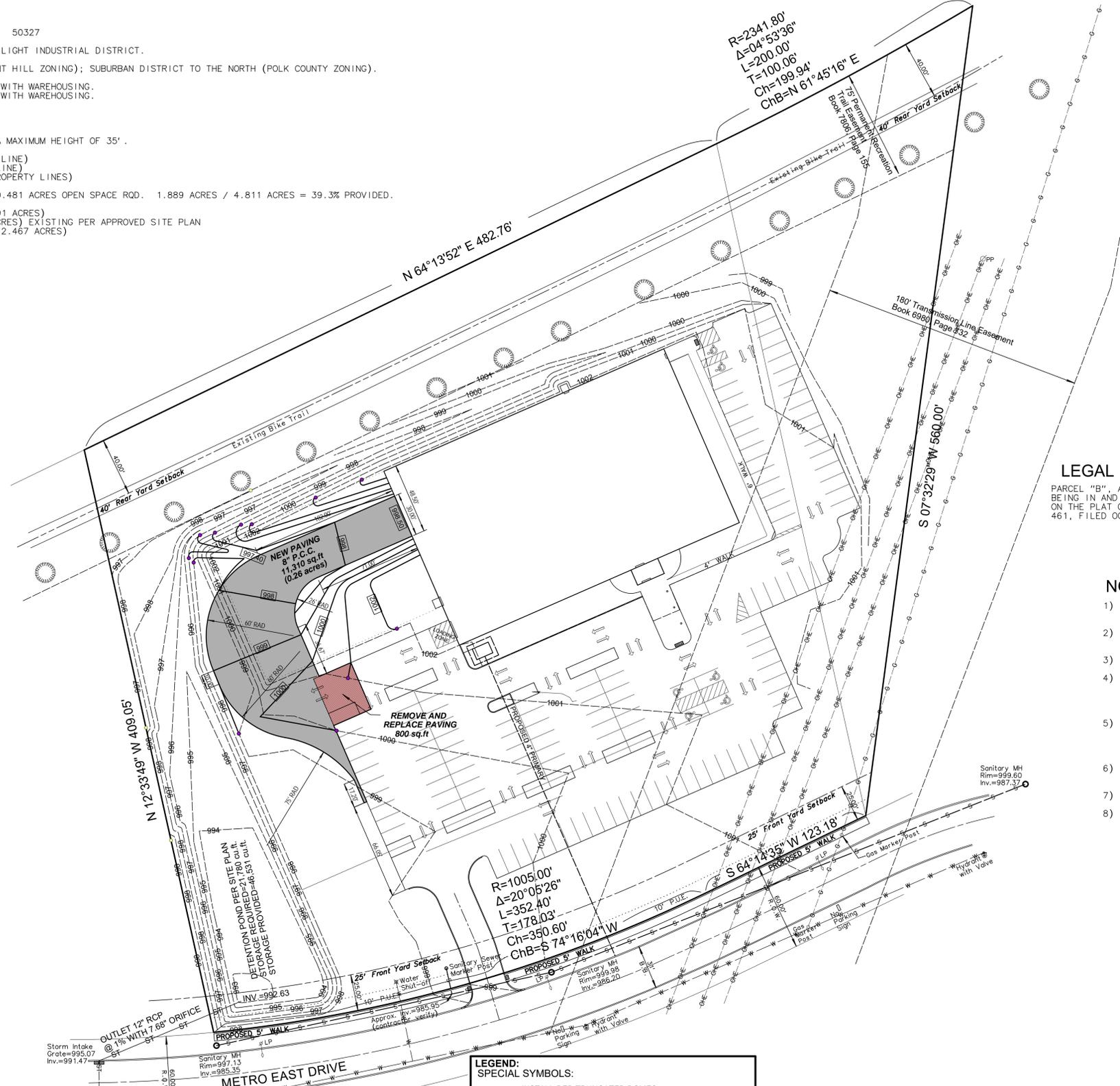
IMPERVIOUS SPACE: PARKING/PAVING AREA = 78,000 SQ. FT. (1.791 ACRES) AREA UNDER ROOF = 29,451 SQ. FT. (0.676 ACRES) EXISTING PER APPROVED SITE PLAN TOTAL IMPERVIOUS SPACE = 107,451 SQ. FT. (2.467 ACRES)

CONSTRUCTION SCHEDULE:	ACTIVITY	START	STOP
	GRADING	AUG. '16	NOV. '16
	UTILITIES	AUG. '16	NOV. '16
	BUILDING	AUG. '16	NOV. '16
	PAVEMENT	SEPT. '16	NOV. '16
	LANDSCAPING	OCT. '16	NOV. '16

OWNER: LAKESIDE INVESTMENTS LLC
10282 HAWBACK LN
DUBUQUE, IA 52003

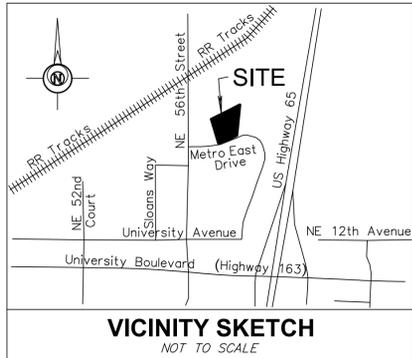
ARCHITECT: imprint ARCHITECTS
1605 NORTH ANKENY BOULEVARD, SUITE 130
ANKENY, IA 50023
PHONE: (515) 965-5336

CIVIL ENGINEER/
LAND SURVEYOR: A. LEO PELDS ENGINEERING COMPANY
ATTN: ED PELDS
2323 DIXON STREET
DES MOINES, IA 50316
PHONE: (515) 265-8196
E-MAIL: ed@pelds.com



LEGAL DESCRIPTION:
PARCEL "B", A PART OF LOTS 1 AND 2 OF METRO EAST BUSINESS PARK, AN OFFICIAL PLAT, ALL BEING IN AND FORMING A PART OF THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE POLK COUNTY RECORDER'S OFFICE BOOK 12429, PAGE 461, FILED OCTOBER 30, 2007, CONTAINING 5.957 ACRES (259,499 SQ.FT.), MORE OR LESS.

- NOTES:**
- 1) ANY DIRT OR CONSTRUCTION DEBRIS SPILLED ONTO ADJACENT PROPERTIES OR RIGHT OF WAYS SHALL BE PROMPTLY REMOVED.
 - 2) PROPOSED PAVING SHALL CONSIST OF 8" PCC (PORTLAND CEMENT CONCRETE), OR APPROVED EQUAL.
 - 3) IF POSSIBLE, EARTHWORK SHALL BE BALANCED ON SITE.
 - 4) ALL OUTDOOR EXTERIOR LIGHTING FIXTURES (WALL MOUNTED PACKS), SHALL BE LOW-GLARE, CUT-OFF TYPE FIXTURES TO REDUCE THE EFFECTS OF LIGHT POLLUTION. LIGHTING MUST ALSO BE INSTALLED TO SHINE DOWN AND AWAY FROM RESIDENTIALLY ZONED AREAS.
 - 5) MECHANICAL EQUIPMENT, TRANSFORMERS, OR JUNCTION BOXES, OVER 3 FEET IN HEIGHT, OR OTHER SUCH ITEMS MAY NOT BE LOCATED IN THE REQUIRED SETBACK AREAS. ALL ROOF TOP MECHANICAL EQUIPMENT UNITS MUST BE SCREENED FROM STREET LEVEL VIEW.
 - 6) ALL ONSITE LANDSCAPING MUST BE MAINTAINED OR REPLACED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY.
 - 7) SIDEWALKS ON SITE SHALL BE MAINTAINED TO CITY STANDARDS.
 - 8) ANY SITE CHANGES THAT DIFFER FROM THIS SITE PLAN MUST BE APPROVED BY THE CITY OF PLEASANT HILL PRIOR TO INSTALLATION/AMENDMENT.



A. LEO PELDS ENGINEERING COMPANY
Engineering | Planning | Surveying
2323 Dixon Street, Des Moines, IA 50316 - P.O. Box 4626, Des Moines, IA 50395 - P: (515) 265-8196 F: (515) 266-2259

EXISTING UTILITIES NOTE:
THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEY'S AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION. IOWA ONE-CALL (1-800-292-8989).

NOTE:
THIS DRAWING IS BEING MADE AVAILABLE BY A. LEO PELDS ENGINEERING COMPANY (A.L.P.E.C.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH A.L.P.E.C.'S AGREEMENT FOR PROFESSIONAL SERVICES. A.L.P.E.C. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

LEGEND:		SPECIAL SYMBOLS:	
■	INSTALL RED TRUNCATED DOMES	+	MORE OR LESS
○	IRON ROD OR PIPE FOUND	— x — x	FENCE LINE
●	SET IRON ROD WITH #4640 CAP	⊙	FIRE HYDRANT
▲	SECTION CORNER MONUMENT FOUND	⊙	SANITARY SEWER MANHOLE
△	SECTION CORNER MONUMENT SET	⊙	STORM SEWER MANHOLE
⊙	POWER POLE	⊙	VALVE
⊙	LIGHT POLE	125.3	SPOT ELEVATION (@ X)
F.F.	FINISHED FLOOR	N.T.S.	NOT TO SCALE
		H.M.A.	HOT MIX ASPHALT
		— xxx —	P.C.C. PORTLAND CEMENT CONCRETE
		W	UTILITY LINE OR PIPE
		G	WATER
		S	GAS
		ST	SANITARY SEWER
		UGE/T	STORM SEWER
		OHE/T	UNDERGROUND ELEC. / TEL.
		CATV	OVERHEAD ELEC. / TEL.
			CABLE TELEVISION

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

AIVARS LEO PELDS, P.E. & L.S. IA. L.I.C. NO. 4640 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE):

SITE PLAN AMENDMENT - THE ORANGE PLANET, 5650 METRO EAST DR., PLEASANT HILL, IOWA 50327

DATE: 7-25-2016
REVISION: Removed additional Loading Dock Building

SCALE: 1"=40'
DATE: 12-21-2015
DRAWN BY: E. Pelds
CHECKED BY: 15-085

J:\Site Plans\Polk County\Pleasant Hill\5650 Metro East-Orange Planet\Amended Site Plan 12-17-15\Site Plan 7-25-2016.scd



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, AICP, EDFP, ASLA
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
COPPER CREEK DRAINAGE STUDY

BACKGROUND:

The City Council has identified the need for drainage improvements within the Copper Creek area in the current budget year. To determine the exact nature of the improvements a drainage study of the area is needed to determine options and recommended solutions. City staff has been working with the City Engineer to develop the attached scope of services for the study. The proposed project will review the existing drainage on the Copper Creek Golf Course from the existing inlet structure along the east side of the No. 1 fairway, under Andrews Drive, to the channel along the west side of the No. 9 fairway and to the channel outlet south of Copper Creek Drive. Residents along the No. 1 fairway have experienced localized flooding and the drainage channel adjacent to the No. 9 fairway is badly eroded and several pipe ends have been damaged or are at risk for damage. During intense storm events, water pools across a portion of Andrews Drive creating a hazard for traffic. The study will identify potential improvements to mitigate flooding and stabilize the drainage channel. Following is a resolution approving a contract for the engineering services in the amount of \$14,000.00. The Engineer will be available at the Council meeting to discuss the project and answer questions.

ALTERNATIVES:

Not approve the resolution for the drainage study. However, the issues have been identified as a safety priority and funds are included in the current budget.

FINANCIAL CONSIDERATIONS:

Funding for the project has been budgeted from stormwater utility fund.

RECOMMENDATION:

Consider approval of the resolution approving the contract for the Copper Creek Drainage Study.

RESOLUTION #101116-06

**A RESOLUTION APPROVING CONTRACT FOR ENGINEERING SERVICES FOR THE
COPPER CREEK DRAINAGE STUDY**

WHEREAS, the Pleasant Hill City Council has identified the need for engineering services to perform a drainage study in a portion of the Copper Creek neighborhood; and

WHEREAS, the study is needed to determine a course of action for long term erosion and roadway safety improvements related to current storm water issues; and

WHEREAS, the City Engineer, Snyder and Associates, has prepared the attached contract for engineering services in the amount of \$14,000;

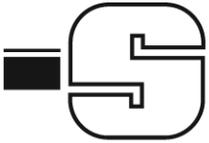
THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached contract with the City Engineer, Snyder and Associates, for the Copper Creek Drainage Study.

ADOPTED this 11th day of October 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



October 5, 2016

Mr. Ben Champ
Assistant City Manager
City of Pleasant Hill
5160 Maple Drive, Suite A
Pleasant Hill, Iowa 50327

RE: COPPER CREEK DRAINAGE STUDY
PLEASANT HILL, IOWA

Dear Ben:

Please find attached the Agreement Form with our understanding for a Scope of Services for the initial phase of the anticipated storm water improvements out at Copper Creek consisting of the drainage study and analysis with recommendations for improvements and preliminary cost opinion, as requested. We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are most willing to discuss the Scope for a mutual agreement.

Please review and provide an authorized signature of the Agreement and return one copy for our files. Thank you.

Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Eric D. Cannon, P.E.

Enclosures



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS ____ day of _____, 2016, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
The City of Pleasant Hill
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: 2016 Copper Creek Drainage Study
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services

Exhibit C Project Limits Exhibit

Exhibit B Fee Schedule

Exhibit

_____ (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: _____
(Authorized agent)

(Printed or typed signature)

(Printed or typed signature)

Route executed copy to:

EXHIBIT "A"

CONSULTANT AGREEMENT
COPPER CREEK DRAINAGE STUDY
PLEASANT HILL, IOWA

CLIENT/OWNER: CITY OF PLEASANT HILL

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD.
ANKENY, IA 50023

PROJECT: TO PROVIDE ENGINEERING AND SURVEYING SERVICES IN THE DEVELOPMENT OF A DRAINAGE STUDY ON COPPER CREEK GOLF COURSE, PLEASANT HILL, IOWA.

DATE: OCTOBER 5, 2016

PROJECT DESCRIPTION

The proposed project is the study of existing drainage on Copper Creek Golf Course from the existing inlet structure along the east side of the No. 1 fairway, under Andrews Drive, to the channel along the west side of the No. 9 fairway and to the channel outlet south of Copper Creek Drive. Residents along the No. 1 fairway have experienced localized flooding. The drainage channel adjacent to the No. 9 fairway is badly eroded and several pipe ends have been damaged or are at risk for damage. Stormwater regularly runs across the No. 9 fairway. The study will identify potential improvements to mitigate flooding and stabilize the drainage channel.

Our understanding of a project scope is as follows:

I. SURVEY AND DATA COLLECTION

- A. The Professional shall have an initial meeting with the Client to understand problem areas.
- B. Limited topographic survey will be obtained for this project which will include storm sewer infrastructure and critical structure elevations.
- C. Statewide LiDAR topographic data will also be utilized for this study and supplemented with the limited topographic survey obtained in the field.

II. STORM WATER STUDY

A. STORM WATER ANALYSIS

- 1. Based on the information developed in the Data Collection Phase, the Professional will develop a current condition XP-SWMM hydrologic and hydraulic model of storm sewer and overland flow paths within the study area.
- 2. The model will utilize 5-year and 100-year storm events.
- 3. Stormwater conveyance and capacity prior to development will not be analyzed.
- 4. Alternatives to mitigate flooding will be modeled. These alternatives may include pipe replacement/upsizing, construction of localized detention basins, and channel improvements.

B. RECOMMENDATIONS

- 1. The Professional will utilize the hydrologic and hydraulic model to analyze improvements to the drainage network required to meet the project design criteria.
- 2. Up to 3 alternatives will be evaluated. Alternatives will be designed using best available data and methods using the 100-year storm event for design.
- 3. Upon development of the alternatives, a meeting will be held with the client to review and select a recommended alternative.
- 4. An order of magnitude Opinion of Construction Cost will be developed for the recommended alternative.
- 5. A graphical concept drawing of the recommended alternative will be developed.
- 6. This scope does not include preliminary and final design of recommended improvements or construction documents.

C. FINAL REPORT

- 1. The Professional will summarize the findings in a written report to the Client. This report will include tables and maps outlining the results of the study. The Professional will provide four (4) paper copies and a digital copy of the final report to the Client.

FEEES FOR SERVICES HOURLY ESTIMATED \$14,000

III. SCHEDULE

- A. The Professional and Client will develop a mutually agreeable timeline for the completion of the project.
- B. The Professional is not responsible for delays in the schedule which are beyond the Professional's control.

IV. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

- 1. Topographic and/or boundary survey not described herein.
- 2. Submittal fees to any and all regulatory agencies.
- 3. Preliminary design and final construction documents for storm sewer improvements.
- 4. Soil borings and geotechnical investigation.
- 5. Easement and/or legal documents.
- 6. Subsurface Utility Service field survey.
- 7. Franchise utility services, such as telephone, fiber optic and gas services.
- 8. Client requested major revisions.
- 9. Color presentation drawings.
- 10. Variance or rezoning petitions.
- 11. Floodplain or FEMA requirements or submissions.
- 12. Wetland delineation, or determination, or mitigation.

EXHIBIT B

**SNYDER & ASSOCIATES, INC.
2016-17
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal	\$190.00 /hour
Principal	\$179.00 /hour
Senior	\$161.00 /hour
VIII	\$148.00 /hour
VII	\$141.00 /hour
VI	\$136.00 /hour
V	\$127.00 /hour
IV	\$115.00 /hour
III	\$107.00 /hour
II	\$97.00 /hour
I	\$83.00 /hour
Technical	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$113.00 /hour
Senior	\$109.00 /hour
VIII	\$102.00 /hour
VII	\$94.00 /hour
VI	\$83.00 /hour
V	\$75.00 /hour
IV	\$69.00 /hour
III	\$58.00 /hour
II	\$50.00 /hour
I	\$44.00 /hour
Administrative	
II	\$58.00 /hour
I	\$47.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

\$SCALE\$SHORT\$ \$SHEETNAME\$ \$PENTBL\$ \$PLTORVL\$ \$FILEL\$ \$DATE\$ \$USER\$



Study Area



SNYDER & ASSOCIATES
Engineers and Planners

COPPER CREEK DRAINAGE STUDY





CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: OCTOBER 11, 2016

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, AICP, EDFP, ASLA
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
SE 43rd STREET PATCHING AND OVERLAY PROJECT

BACKGROUND:

The City Council has prioritized funding for needed patching and overlay improvements to SE 43rd Street in an area south of Vandalia Road. The roadway straddles the shared corporate boundary line of Pleasant Hill and Des Moines and the two cities share the responsibility for maintenance. The attached scope of services with the City Engineer, Snyder and Associates has been developed for the plans, specifications, bidding, and construction observation of the project. An April 1, 2017 construction start date is targeted with design beginning this fall and winter. The City of Des Moines has agreed in concept to Pleasant Hill acting as the lead agency for the project and reimbursing Pleasant Hill for half of the costs in 2017. Legal staff with the City of Des Moines will be formalizing a proposal for the arrangement. This area has a large amount of truck traffic and heavy industrial uses and coordination will be needed with the businesses during the project for flagging and detouring. The project will also be occurring in the same season as planned improvements to Vandalia Road and Pleasant Hill Boulevard. Following is a resolution approving a contract for the engineering services in the amount of \$51,000.00. The Engineer will be available at the Council meeting to discuss the project and answer questions.

ALTERNATIVES:

Not approve the resolution for the roadway improvements. However, the conditions are deteriorating rapidly due to the significant truck traffic in the area.

FINANCIAL CONSIDERATIONS:

Funding for the project has been budgeted and the City of Des Moines would be responsible for cost sharing.

RECOMMENDATION:

Consider approval of the resolution approving the contract for the SE 43rd Street Patching and Overlay Project.

RESOLUTION #101116-07

A RESOLUTION APPROVING CONTRACT FOR SE 43RD STREET PATCHING AND OVERLAY PROJECT

WHEREAS, the Pleasant Hill City Council has identified the need to rehabilitate SE 43rd Street through a patching and overlay project; and

WHEREAS, SE 43rd Street borders the City of Pleasant Hill and the City of Des Moines and the roadway is shared; and

WHEREAS, the City of Des Moines is preparing an agreement for the equal cost sharing of the project with Pleasant Hill serving as the lead agency; and

WHEREAS, the City Engineer, Snyder and Associates, has prepared the attached contract for engineering services in the amount of \$51,000;

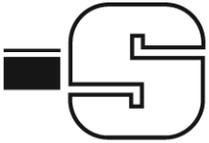
THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached contract with the City Engineer, Snyder and Associates, for the SE 43rd Street Patching and Overlay Project.

ADOPTED this 11th day of October 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



Mr. Don Sandor
City Manager
City of Pleasant Hill
5160 Maple Drive, Suite A
Pleasant Hill, Iowa 50327

RE: SE 43RD STREET OVERLAY PROJECT
PLEASANT HILL, IOWA

Dear Don:

Please find attached the Agreement Form with our understanding for a Scope of Services for the anticipated patching and HMA overlay of SE 43rd Street from Vandalia Road to approximately 3,700 feet south to the existing rail spur crossing, as requested. We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are most willing to discuss the Scope for a mutual agreement.

We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are most willing to discuss the Scope for a mutual agreement. Please review and provide an authorized signature of the Agreement and return one copy for our files.

Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Eric D. Cannon, P.E.

Enclosures



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS ____ day of _____, 2016, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
CITY OF PLEASANT HILL, IOWA

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: SE 43RD STREET OVERLAY PROJECT
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services
Exhibit B Standard Fee Schedule

Exhibit C Project Limits
Exhibit

CITY OF PLEASANT HILL, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
 (Authorized agent)

By: _____
 (Authorized agent)

 (Printed or typed signature)

 (Printed or typed signature)

Route executed copy to:

EXHIBIT 'A'

SE 43RD STREET OVERLAY PROJECT
FOR THE
CITY OF PLEASANT HILL, IOWA

SEPTEMBER 26, 2016

I. PROJECT DESCRIPTION

The SE 43rd Street Overlay project includes PCC full depth patches and HMA overlay from the railroad right-of-way on the north side of Carlisle Road to Vandalia Road. Scope of services includes preparation of contract documents, bidding, and construction administration.

II. SCOPE OF SERVICES

A. BASIC SERVICES

1. Project Administration
 - a. Monthly progress reports to the CLIENT.
 - b. Monthly billing reports.
 - c. Project coordination for engineering and coordination with the CLIENT and Utility Companies.
 - d. Project design review with the CLIENT, as needed.
 - e. Miscellaneous meetings to review progress and attend informal meetings, Council meetings and Public Hearings. Two (2) meetings are assumed.
2. Design and Construction Plans
 - a. The PROFESSIONAL shall prepare construction documents for the PROJECT. The plans shall include the following information:
 - b. HMA overlay plans to include details necessary for project construction. This will involve the following items:
 1. Title Sheet
 2. General Notes, Quantities, and Estimate Reference Information
 3. Typical Pavement Cross Section with Design Thickness
 4. Location of Beginning and Ending of Asphalt Overlay Utilizing the Latest Available Aerial Photographs for the Base
 5. Location of Utility Adjustments Utilizing the Latest Available Aerial Photographs for the Base. There are no topographic or boundary survey services included. The PROFESSIONAL will complete a design

information request through the Iowa One Call System, but will not locate utilities in the corridor.

6. Location of Milling to Match Existing
 7. Traffic Control and Staging Plan and Notes
 8. Pavement Marking Plan
 9. Construction Specifications utilizing SUDAS with Special Provisions.
3. Probable Costs - The PROFESSIONAL shall prepare a statement of the total probable cost for the PROJECT based upon the design developed. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the PROFESSIONAL has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.
 4. Railroad Coordination
 - a. The PROFESSIONAL will coordinate with the Norfolk Southern Railroad to obtain necessary agreements for the project.
 - b. Submittal, permitting, and licensing fees will be paid directly by the CLIENT.
 - c. There are no railroad crossing or signalization design services included.
 - d. Temporary easement plats for work on Norfolk Southern Railroad property is not included.
 5. Bid Assistance
 - a. The project will be let by the CLIENT and the PROFESSIONAL shall supply the necessary documents for this process.
 - b. The PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.
 - c. The PROFESSIONAL shall attend the meeting at which bids are received, tabulate the bids, and make recommendations to the City Council regarding the awarding of the construction contract to the lower qualified bidder.
- B. CONSTRUCTION SERVICES**
1. Construction Administration
 - a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the contractor and CLIENT to review the contract requirements, details of construction, and work schedule prior to construction.
 - b. The PROFESSIONAL shall review shop drawings and other submissions of the contractor for general compliance with the construction contract.
 - c. The PROFESSIONAL shall prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance.

- d. The PROFESSIONAL shall review the project to determine if it has been completed in substantial conformance with the contract documents and recommend acceptance to the CLIENT.
2. Construction Survey
 - a. No construction survey is anticipated to be necessary and is not included in this scope of services.
3. Construction Observation (*Hourly as requested*)

The CLIENT will provide a part-time construction observer to verify compliance with the contract documents. The PROFESSIONAL will provide construction observation assistance as requested by the client on an hourly basis as needed. Construction observation assistance may include:

 - a. The PROFESSIONAL will attend the preconstruction meeting and subsequent field meetings during construction as necessary.
 - a. The PROFESSIONAL will verify materials provided by the contractor are in accordance with the contract documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to, or observed on the site. The PROFESSIONAL will verify inappropriate or damaged materials are not incorporated into project by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL will notify the CLIENT of inappropriate or damaged materials found at the site.
 - b. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the specifications then the PROFESSIONAL will immediately notify the City to determine the appropriate corrective measure(s) to be taken. This may include the City directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
 - c. The PROFESSIONAL will prepare a weekly report of working days and provide to the CLIENT.
 - d. The PROFESSIONAL will measure and keep a record of contract quantities for payment applications and observe and document testing required of the contractor.
 - e. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the contractor any soft spots in the subgrade prior to paving.
 - f. The PROFESSIONAL will be on-site full time during paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the contractor. Testing will be overseen by the PROFESSIONAL.
 - g. The PROFESSIONAL will periodically oversee sawing and sealing of joints.
 - h. No thickness core testing is anticipated to be completed.

- i. The PROFESSIONAL will assist City staff in developing a final punch list and verify completion of items for acceptance.

C. SUBCONSULTANT SERVICES

- 1. Pavement Cores – The PROFESSIONAL will hire an independent subcontractor to obtain up to 6 pavement cores along the project corridor to determine the existing pavement cross section. Cores do not include a geotechnical analysis of the existing subgrade.

III. SCHEDULE

The PROFESSIONAL will complete the BASIC SERVICES no later than January, 2017 in order to accommodate a February, 2017 bid letting and June 30, 2017 completion period.

IV. FEES

The above scope of services will be provided for the following fee:

LUMP SUM BASIC SERVICES

a. Project Administration	\$4,000
b. Design and Construction Plans	\$30,000
c. Railroad Coordination	\$2,000
d. Bid Assistance	\$2,000

SUBTOTAL FOR BASIC SERVICES\$38,000

HOURLY CONSTRUCTION SERVICES

a. Construction Administration	\$12,000
b. Construction Survey	N/A
c. Construction Observation	HOURLY

SUBTOTAL FOR CONSTRUCTION SERVICES...\$12,000

LUMP SUM SUBCONSULTANT SERVICES

a. Pavement Cores	\$1,000
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TOTAL FEE.....\$51,000

V. EXTRA SERVICES

The following items shall be considered extra services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request.

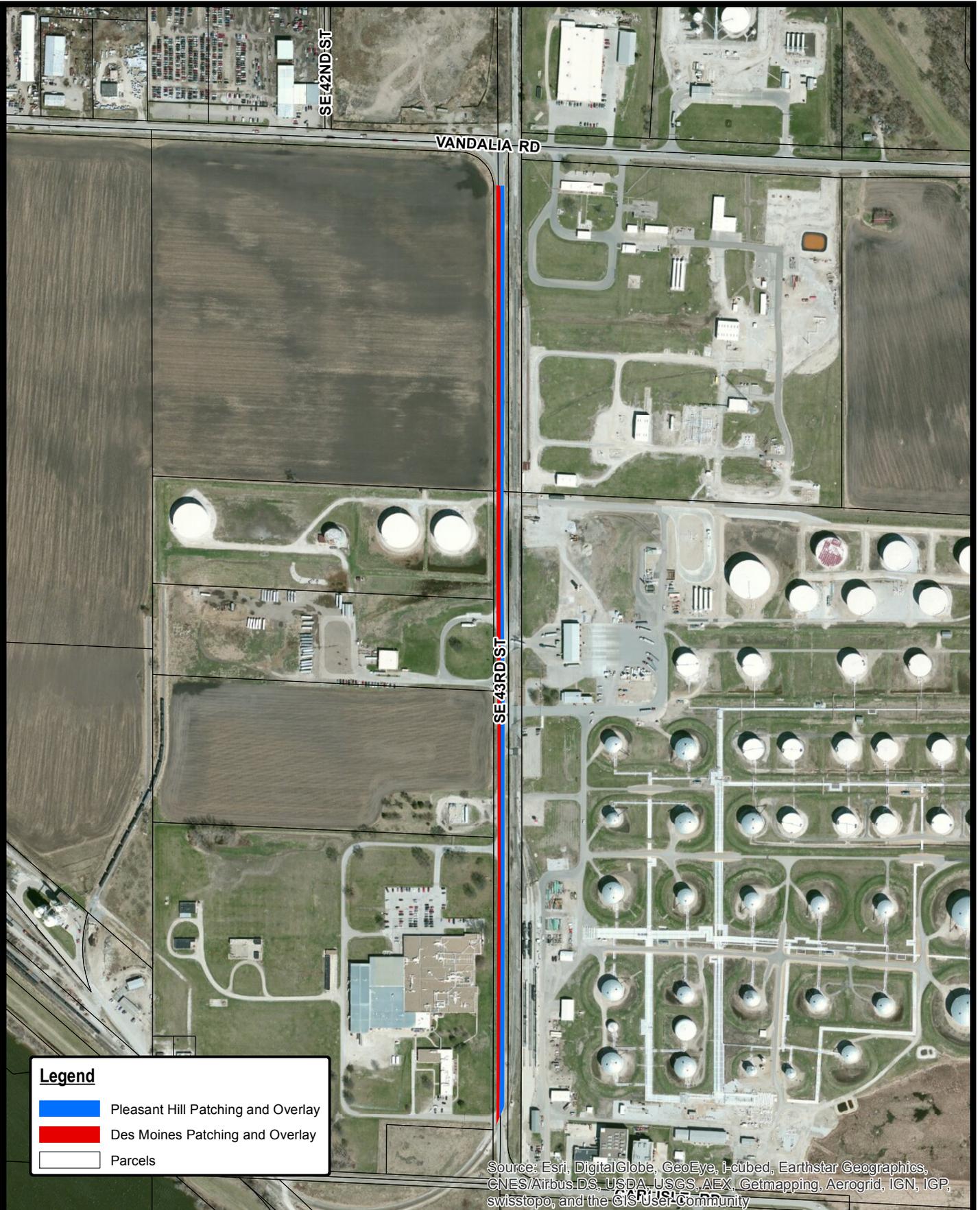
1. Assessment Plats and Schedules
2. Submittal fees and/or permit fees to any and all regulatory agencies.
3. NPDES permit application fees
4. Street lighting design
5. Client requested major revisions
6. Utility company locates
7. Topographic Survey
8. Acquisition Plats
9. Construction observation
10. Right of way services
11. Survey platting

EXHIBIT B

**SNYDER & ASSOCIATES, INC.
2015-16
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal	\$183.00	/hour
Principal	\$172.00	/hour
Senior	\$156.00	/hour
VIII	\$144.00	/hour
VII	\$137.00	/hour
VI	\$132.00	/hour
V	\$123.00	/hour
IV	\$112.00	/hour
III	\$104.00	/hour
II	\$94.00	/hour
I	\$81.00	/hour
Technical		
<i>Technicians--CADD, Survey, Construction Observation</i>		
Lead	\$110.00	/hour
Senior	\$106.00	/hour
VIII	\$99.00	/hour
VII	\$91.00	/hour
VI	\$81.00	/hour
V	\$73.00	/hour
IV	\$67.00	/hour
III	\$56.00	/hour
II	\$47.00	/hour
I	\$42.00	/hour
Administrative		
II	\$56.00	/hour
I	\$46.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	

EXHIBIT C



Legend

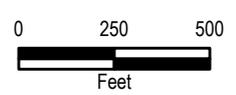
- Pleasant Hill Patching and Overlay
- Des Moines Patching and Overlay
- Parcels

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

SNYDER & ASSOCIATES
Engineers and Planners



SE 43rd St Patching and Overlay





**CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION**

DATE: OCTOBER 11 2016
TO: MAYOR AND CITY COUNCIL
FROM: CITY MANAGER, DONALD SANDOR
SUBJECT: CLOSED SESSION FOR LAND PURCHASE

BACKGROUND:

Staff is requesting a closed session to discuss the possible purchase of real estate.

ALTERNATIVES:

FINANCIAL CONSIDERATIONS:

Not applicable at this time.

RECOMMENDATION:

Adjourn to a closed session under Iowa Code Section 21.5.1 (j) to discuss the possible purchase of particular real estate.