

Staff Report

Story County Planning and Zoning Commission

Date of Meeting:
January 7, 2013

CUP03-12: Chamness Technologies CUP Request

APPLICANT: Chamness Technologies, Inc. – Doug MacCrea, Project
Manager

STAFF PROJECT MANAGER: Leanne Lawrie Harter, AICP, CFM





Property Information

PROPERTY OWNER

Black's Enterprises, Inc.

GENERAL PROPERTY LOCATION

Located in the East ½ of the Northeast Quarter, Section 28, Washington Township (Parcel "A")
E911 Address – 26107 530th Avenue

PARCEL IDENTIFICATION NUMBER

09-28-200-225

SIZE OF AREA

19.2 Acres

LAND USE FRAMEWORK MAP DESIGNATION

The subject property is designated as Agricultural and Farm Service and Airport Protection Area (a portion) on the *Ames Urban Fringe Plan*, a component of the County Development Plan. Please see Attachment A for a map of the designations.

CURRENT ZONING

A-1 Agricultural

CURRENT LAND USE

The site is assessed with an Agricultural classification. On January 1, 2009, the classification the property was changed from Commercial to the current classification. Previous land use of the property has included seed sales and related uses, as well as storage on the site. Currently, the property owners have an active Conditional Use Permit (CUP09-07) for a retail and novelty farm for the parcel (and others). As shown on Attachment B, there are a number of existing buildings on the site, used for previous land uses.

CITIES WITHIN TWO MILES

Ames

Background

Description of Proposed Request

The proposed amendment request is to establish a Wood/Yard Waste Disposal site through the conditional use permit process. The Story County Board of Adjustment, upon recommendation from the Planning and Zoning Commission, has issued conditional use permits for "Nurseries and greenhouses, including retail sales" that have included a component of wood and yard waste as proposed by the applicant.

The use as proposed by the applicant is intended to serve the City of Ames. The Council Action Form attached to the staff report and prepared by the City of Ames staff reviews the RFP process that was



followed from which Chamness Technologies was awarded the contract for the proposed services. The RFP released by the City of Ames requires that the contract site must be in compliance with zoning requirements 30 days prior to the start of the contract period, which is April 2, 2013, which would set that date for the site to be fully-permitted as of March 1, 2013.

The proposed nature of operations is also attached to the staff report as outlined in the RFP released by the City of Ames. In summary, this site, if ultimately approved, would serve as the primary drop off point for wood/yard tree waste, including “free” days and location for storm damage debris. The written narrative submitted by the applicant describes the nature of the operation as follows:

Chamness Technology intends to collect wood/yard debris/waste under the awarded contract and grind that debris/waste at least monthly and after each established City of Ames Free Disposal Day then haul the material to Chamness Technology, Inc.’s Eddyville Compost Facility for use in making compost.

The applicant also addressed the hours of operation:

Per the contract, the house of operation will be from 12:00 – 5:00 PM on Monday, Wednesday, and Friday and 8:00 am – 12:00 pm Saturday from April 1 through October 14 and from 12:00 to 5:00 pm on Monday, Wednesday, and Friday between October 15 through December 15 and 8:00 am to 4:00 pm on Saturdays through the first two Saturdays in December. There will be one Free Saturday in April where the hours will be from 8:00 am to 4:00 pm.

Findings

1. There exists a conditional use permit (Case No. 09-07) on the parcel for a retail and novelty farm (Black’s Heritage Farm). This permit was approved in January 2008 by the Story County Board of Adjustment.
2. The subject area contains several buildings on the site associated with the use of the property for seed sales and related uses.
3. Story County first adopted zoning through Zoning Ordinance Number One on September 2, 1958. The subject property has been in the A-1, Agricultural Zoning District since that date. The Rural Land Use Map (1957) identified a rectangular shape labeled “Light Industry” in the general vicinity of the original seed farm and associated facilities, however zoning put in place following that map classified it as A-1 Agricultural.
4. Zoning Ordinance No. 1 (effective September 2, 1958), listed the following as permitted uses in the A-1 Agricultural district: (9) Grain elevators and the usual accessory structures. (10) Grain bins and buildings for the seasonal or temporary storage of grain. (11) Accessory buildings and accessory uses customarily incident to any of the above uses, but not involving the conduct of a business.
5. The property is assessed by the Story County Assessor as an Agricultural classification. The assessment classification changed to Agricultural from Commercial as of January 1, 2009.
6. The *Ames Urban Fringe Plan*, a component of the Story County Development Plan designates this property as Agricultural and Farm Services with some of the property also located in the Airport Protection Area.
7. The applicant attended a conceptual review meeting with the Interagency Review Team on November 14, 2012.



8. Development Application for a Conditional Use Permit was submitted on December 11, 2012, filed by representatives of Chamness Technologies, Inc.
9. The proposal underwent the usual Interagency Review.
10. Letters were mailed to surrounding property owners on December 21, 2012, regarding the subject hearing on the request.
11. Legal Notices were published in the Ames Tribune, Nevada Journal, and Tri-County Times on December 20, 2012, regarding the subject hearing on the request.

Analysis

Section 10.30: Standards for Approval

- A. The Board of Adjustment shall review the proposed development for conformance to the following development criteria:
1. ***Compatibility. The proposed buildings or use shall be constructed, arranged and operated so as to be compatible with the character of the zoning district and immediate vicinity, and not to interfere with the development and use of adjacent property in accordance with the applicable district regulations. The proposed development shall not be unsightly, obnoxious, nor offensive in appearance to abutting or nearby properties.***

Analysis

The majority of land surrounding the site is currently used for agricultural purposes, with much of that land under the ownership of Iowa State or University-affiliated organizations. To the west of the site is the ISU Dairy Farm and agricultural uses associated with the University. The proposed site for the placement of the storage is towards the western boundary of the property, and no new buildings are proposed to be constructed. The closest residential property is under the same ownership as the parcel currently being reviewed for a conditional use permit.

Staff would question, however, how the proposed use would function in combination with the existing Conditional Use Permit for the site, especially during the hours wherein both uses have high customer counts. The primary entrance point for the Chamness CUP request is the driveway to the north, with traffic exiting out of the site from the drive. At the time that CUP Case No. 09-07 was reviewed concerns were voiced by the County Engineer that potential pedestrian and vehicular conflicts could arise with both sides of the roadway being used for that particular conditional use permit request.

2. ***Transition. The development shall provide for a suitable transition, and if necessary, buffer between the proposed buildings or use and surrounding properties.***

Analysis

As previously mentioned, the majority of land surrounding this site is in an agricultural use. The property lies a little over a mile to the south of the Ames corporate boundaries. There are five single family dwellings to the north of this site, in addition to that located immediately east. To the south, the predominant land use is agricultural as well.



Plans submitted indicated that traffic pattern will all circulate within the site using existing drives. In addition, no new buildings/structures are proposed. The application narrative further indicated that there will be a gate placed at both drives to prohibit entrance to the site during non-operational hours.

The applicant also indicates that the materials will be mulched monthly and removed from the site to another location outside Story County. With this practice, the amount of material as well as height and other aesthetic concerns should be reduced.

- 3. Traffic. The development shall provide for adequate ingress and egress, with particular attention to vehicular and pedestrian safety and convenience, traffic flow and control, and emergency access.**

Analysis

Ingress/egress is provided through existing driveways off the gravel road. In his Interagency Review comments, County Engineer Darren Moon, identified that the potential number of vehicles per day (on free days) could near 800 – 900 vpd. While circulation patterns are demonstrated in materials submitted, it has not been addressed what will occur if the entire route within the confines of the property is full, more specifically, how will the applicant address overflow traffic that may end up on the gravel road. The site plan does not indicate areas for parking, and the application narratives state that parking will not be required. In addition, there are questions as to how traffic related to the existing CUP will co-exist with that associated with the proposed application.

Past similar applications have been required to maintain a daily log of visitors/traffic as a condition of approval. In this particular instance, such a condition may likely be considered as well so that any concerns related to traffic generated through this use may be addressed as the use progresses.

- 4. Parking and Loading. The development shall provide all off-street parking and loading areas as required by this Ordinance, and adequate service entrances and areas. Appropriate screening shall be provided around parking and service areas to minimize visual impacts, glare from headlights, noise, fumes or other detrimental impacts.**

Analysis

To a great extent, this criterion relates to those comments outlined previously regarding Criterion 3 – Traffic above. In the application materials submitted, the applicant indicates that additional parking will not be required for the site and that customers will not be allowed to park on site. This use will have staff, however, and the site plan does not indicate the parking area for such vehicles. In addition, while the Land Development Regulations set *maximum parking ratios*, all land uses (non-residential) must provide accessible parking spaces, according to Table 7-3 of the LDR. Assuming there will be less than 25 total spaces for staff, they are required to designate a *minimum* of one of those spaces as an accessible space.

The application materials define the circulation patterns through the site. Staff questions, however, how these routes will be clearly demonstrated to the public as they visit the site, and whether directional signage will need to be located on the property to assist with flow of vehicles through the site.



5. ***Signs and Lighting. Permitted signage shall be in accordance with the applicable district regulations and shall be compatible with the immediate vicinity. Exterior lighting, if provided, shall be with consideration given to glare, traffic safety and compatibility with property in the immediate vicinity.***

Analysis

According to the applicant, if lighting is needed, there is existing lighting on the site. These lighting sources would potentially be considered non-conforming and not meet current adopted lighting regulations of the Land Development Regulations. Any changes to the existing lighting, however, would require conformance to the adopted regulations. The hours of operation are such, however, that artificial lighting should not be necessary at the site.

The application indicates that a sign will be installed. A zoning permit will need to be applied for and granted *prior to* any erection of signage of the site, and all requirements of the *Land Development Regulations* must be satisfied.

6. ***Environmental Protection. The development shall be planned and operated in such a manner that will safeguard environmental and visual resources. The development shall not generate excessive noise, vibration, dust, smoke, fumes, odor, glare, groundwater pollution or other undesirable, hazardous or nuisance conditions, including weeds.***

Analysis

The applicant has indicated that site such as this will not have odors associated with the proposed use as the materials on site will only consist of wood and yard debris. Application materials state that the "material will be ground and removed on a monthly basis or more frequently if demand requires. Additionally, each load will be screened prior to acceptance to ensure only approved yard/wood debris/waste is disposed of on-site."

It may be necessary to require the applicant to provide an operational site plan that provides more details as to the specific uses on the site, including:

- Location of the stockpile site(s) of the various materials
- Where materials will be stored once ground (before being removed from site)
- Placement of any refuse material that inadvertently is brought in
- Parking (for employees) and accessible space
- Sanitation facilities (for employees)

Through Conceptual Review, it was noted by the Story County Environmental Health Department that there are two possible wells on the site. These wells need to be located and all protective measures required by Story County and/or the State of Iowa must be followed. At the time this staff report was prepared, the exact location of the wells was not yet determined (by Story County Environmental Health staff). Prior to activity on the site, however, these locations must be identified and applicants need to follow best practices for well protection.

Dust from traffic along the gravel road is likely to result from the proposed land use. For this particular request, a condition of approval regarding the provision of dust control in certain areas by the applicant



may be one to be considered by the Commission in their recommendation to the Board of Adjustment. Interagency Review Comments provided by County Engineer Darren Moon put forth some alternative lengths for consideration.

The applicant was required to contact the local fire district to discuss the proposal. Accompanying the application packet was a letter from the Westory Fire Agency (Kelley), signed by Fire Chief Kenneth Kling, providing the following:

...I am aware of the purpose and intent of Chamness Technology in the operation of this site and can determine no significant impact on fire safety or potential firefighting operations by the established purpose of this site. Therefore, this department has no objection to the approval of the Conditional Use Permit and the establishment of a yard and Wood Waste Disposal site at this location.

- B. If the Commission concludes that all the above development criteria will be met, it must recommend approval of the application unless it concludes that, if completed as proposed, there is a strong probability the development will:**
- 1. *not adequately safeguard the health, safety and general welfare of persons residing or working in adjoining or surrounding property.***
 - 2. *impair an adequate supply (including quality) of light and air to surrounding properties.***
 - 3. *unduly increase congestion in the roads, or the hazard from fire, flood, or similar dangers.***
 - 4. *diminish or impair established property values on adjoining or surrounding property.***
 - 5. *not be in accord with the intent, purpose and spirit of the Land Development Regulations or County Development Plan.***

Analysis

The applicant has indicated that the property will be gated at such times that the site is not in operation. This will limit the ability of illegal dumping at this site. With these safeguards on the property, as well as other factors that can be satisfactorily addressed through the provision of conditionals of approval, Staff does not believe the proposed use will have a strong probability to do any of these as listed above.

C. Burden of Persuasion.

1. The burden of persuasion as to whether the development, if completed as proposed, will comply with the requirements of this Chapter is at all times on the applicant.
2. The burden of presenting evidence to the Board of Adjustment sufficient enough for it to conclude that the application does not comply with the requirements of this Chapter is upon the person or persons recommending such a conclusion, unless the information presented by the applicant warrants such a conclusion.

Commentary

The following comments are part of the official record of the proposed Chamness Technologies CUP Request (Case No. CUP03-12). If the Commission finds it necessary, conditions of approval may be formulated based off these comments.



Comments from the Interagency Review Team

The proposal underwent the usual Interagency Review. The following comments were documented by the members of the Interagency Review Team.

David Swanson, Story County Assessor's Office

No comments.

Scott Wall, Story County Auditor's Department:

No comments.

Mike Cox, Story County Conservation Director:

No comments.

Keith Morgan, Story County Emergency Management Coordinator

No comments.

Darren Moon, Story County Engineer:

It appears that the estimated traffic added on the free day is around 500 vpd. Add this amount on to the existing 340 vpd and we are up around 800 to 900 vehicles per day. With this amount of traffic, I would recommend that the applicant be required to provide dust control at least in front of the houses. The application is required by the city to provide dust control 660' each way of the entrance. I also recommend adding 200' to the north of this so that we have dust control throughout the intersection of 260th St. The houses would require 2600' feet of dust control plus 200' for the intersections comes to a total of 2800'. It would be 5500' to do the entire stretch. Dust control costs approximately \$1 per foot, which includes two applications per year. The applicant will need to get a permit from our office to apply any dust control so that we can prepare the road before the dust control is placed.

Margaret C. Jaynes, Story County Environmental Health:

No additional comments from Environmental Health. Cathy is reviewing the file and will contact Chamness Technologies with well locations so they can route traffic and stockpile brush accordingly.

Floodplain Management Program Comments

The property is not located in a Special Flood Hazard Area as defined by FEMA.

Comments from the General Public

Legal Notices were published in the Ames Tribune, Nevada Journal, and Tri-County Times on December 20, 2012, regarding the subject hearing on the request. Notification letters were mailed to surrounding property owners on December 21, 2012, regarding the subject hearing on the request. No public commentary was received or recorded at the time this report was published.

Conditions of Approval

Section 10.10 Statement of Intent states that "Many land use activities, while not inherently inconsistent with other permitted uses in a particular district, may have significant impacts on the surrounding areas. Conditional Use Permits for such uses allow special conditions to be "attached" to the development to address those impacts."



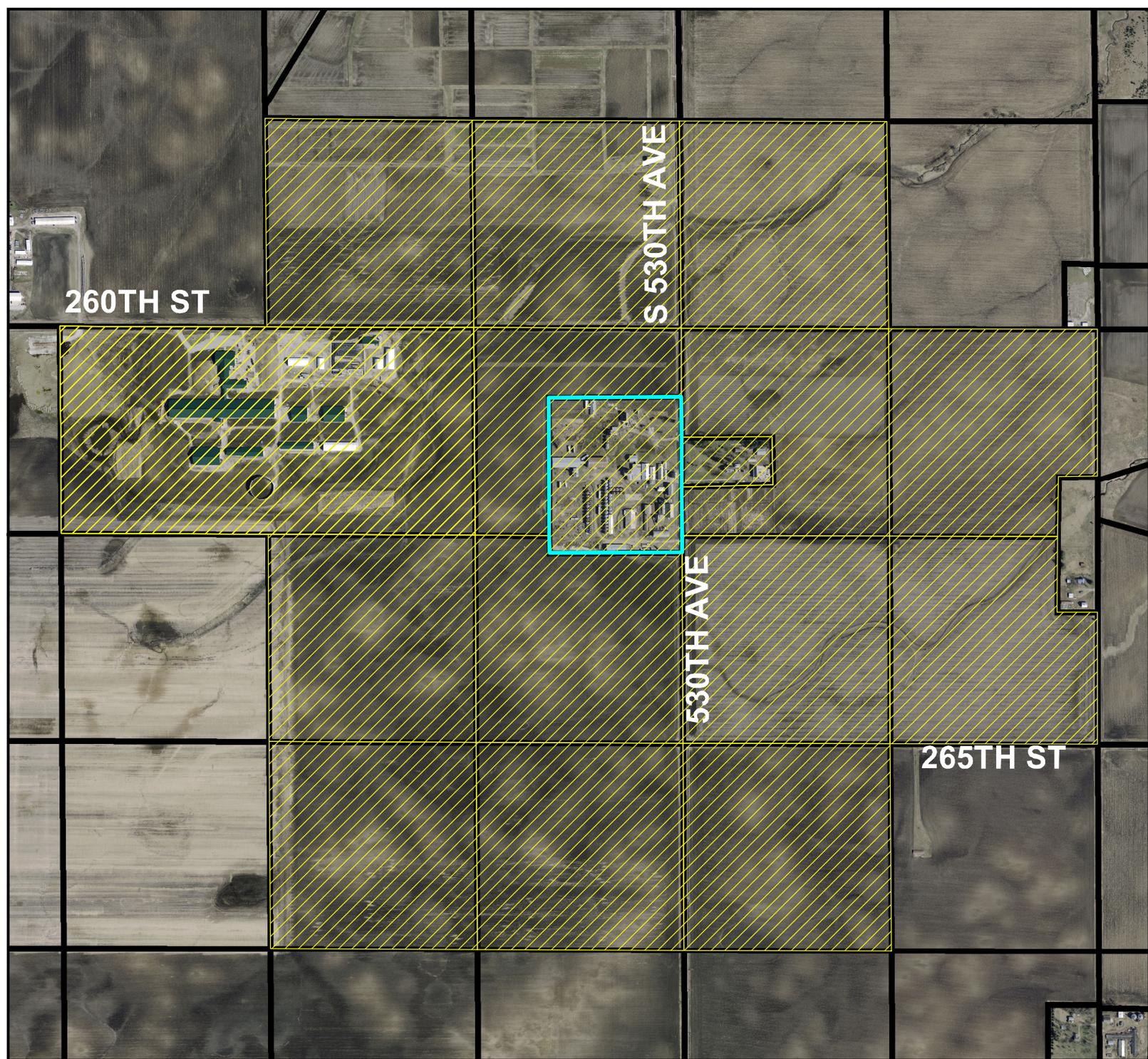
In formulating a recommendation to the Story County Board of Adjustment based on the Alternatives outlined in the following section, the Planning and Zoning Commission may consider the following recommended conditions of approval (in addition to others that the Commission may develop).

1. *Any future new structure used wholly or in part for the established nursery shall acquire a Conditional Use Permit modification prior to the issuance of a Zoning Permit. Such modification shall not be approved unless it is determined that the issuance of a Zoning Permit will be in accord with the intent, purpose and spirit of the Story County Land Development Regulations.*
2. *Any signage on the property must apply for a Sign Permit before being erected.*
3. *The conditional use permit will be reviewed annually.*
4. *The applicant shall submit an annual report that reviews drop-off day traffic and includes a daily log of users and traffic flow.*
5. *Prior to action by the Board of Adjustment, the applicant shall submit an operational site plan that provides more details as to the specific uses on the site, including: Location of the stockpile site(s) of the various materials; where materials will be stored once ground (before being removed from site); placement of any refuse material that inadvertently is brought in; parking (for employees) and accessible space; sanitation facilities (for employees; how circulation patterns through the site will be clearly demonstrated to the public as they visit the site, and whether directional signage will need to be located on the property to assist with flow of vehicles through the site; and the local of the wells.*
6. *Prior to action by the Board of Adjustment, the applicant shall address how traffic related to the existing CUP will co-exist with that associated with the proposed application.*
7. *Dust control measures will be required as outlined by the Story County Engineer Darren Moon.*
8. *Any wells present on the site must be located and all applicable protective measures put in place prior to any activity related to the conditional use permit occurring.*

Alternatives

The Story County Planning and Zoning Commission may consider four alternatives. These alternatives are:

1. The Story County Planning and Zoning Commission recommends approval of the conditional use permit request, as put forth in case CUP03-12, to the Story County Board of Adjustment, and directs staff to place the matter on their January 30, 2013, agenda.
2. The Story County Planning and Zoning Commission recommends *conditional* approval of the conditional use permit request, as put forth in case CUP03-12, to the Story County Board of Adjustment, and directs staff to place the matter on their January 30, 2013, agenda.
3. The Story County Planning and Zoning Commission recommends denial of the conditional use permit request, as put forth in case CUP03-12, to the Story County Board of Adjustment, and directs staff to place the matter on their January 30, 2013, agenda.
4. The Story County Planning and Zoning Commission remands the application, as put forth in case CUP03-12, back to the applicant and/or staff for further review and/or modifications furthermore requiring that one copy of any new item to be reviewed be submitted no less than twenty-one (21) days before the desired Planning and Zoning Commission meeting.



260TH ST

S 530TH AVE

530TH AVE

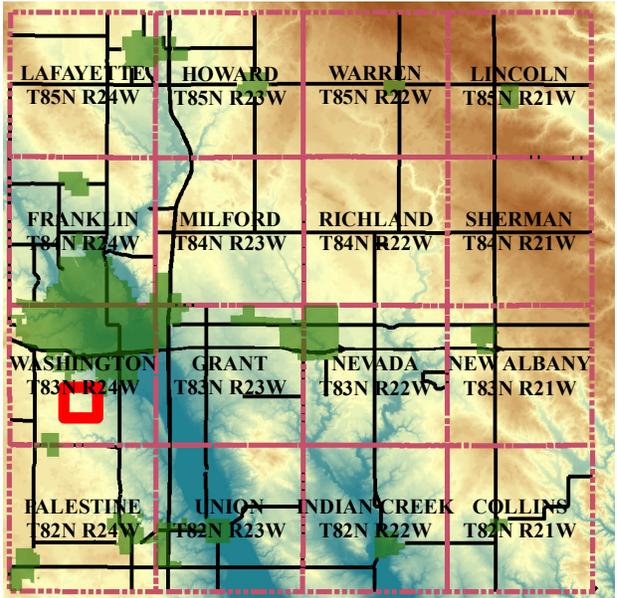
265TH ST

**CUP03-12
CHAMNESS TECHNOLOGY
CONDITONAL USE PERMIT
REQUEST**



Map created on
12/21/2012
by the
Story County
Planning and Development
Department.

DISCLAIMER:
Story County's digital cadastral data is a representation of recorded plats and surveys for use within the Geographical Information System for the purpose of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.



Legend

CUP 03-12 - Chamness Technologies CUP



Attachment A Ames Urban Fringe Area Designations

Chamness Technologies
CUP03-12

Legend

-  Parcels
-  Natural Areas
-  Parks and Recreation Areas
-  Agricultural/Subsurface Mining
-  Agricultural/Long-term Industrial Reserve
-  Industrial Reserve/Research Park
-  Urban Residential
-  Rural Residential
-  Agriculture and Farm Service
-  Rural Transitional Residential
-  Priority Transitional Residential
-  General Industrial
-  Highway-Oriented Commercial
-  Planned Industrial
-  Airport_Protection_Area



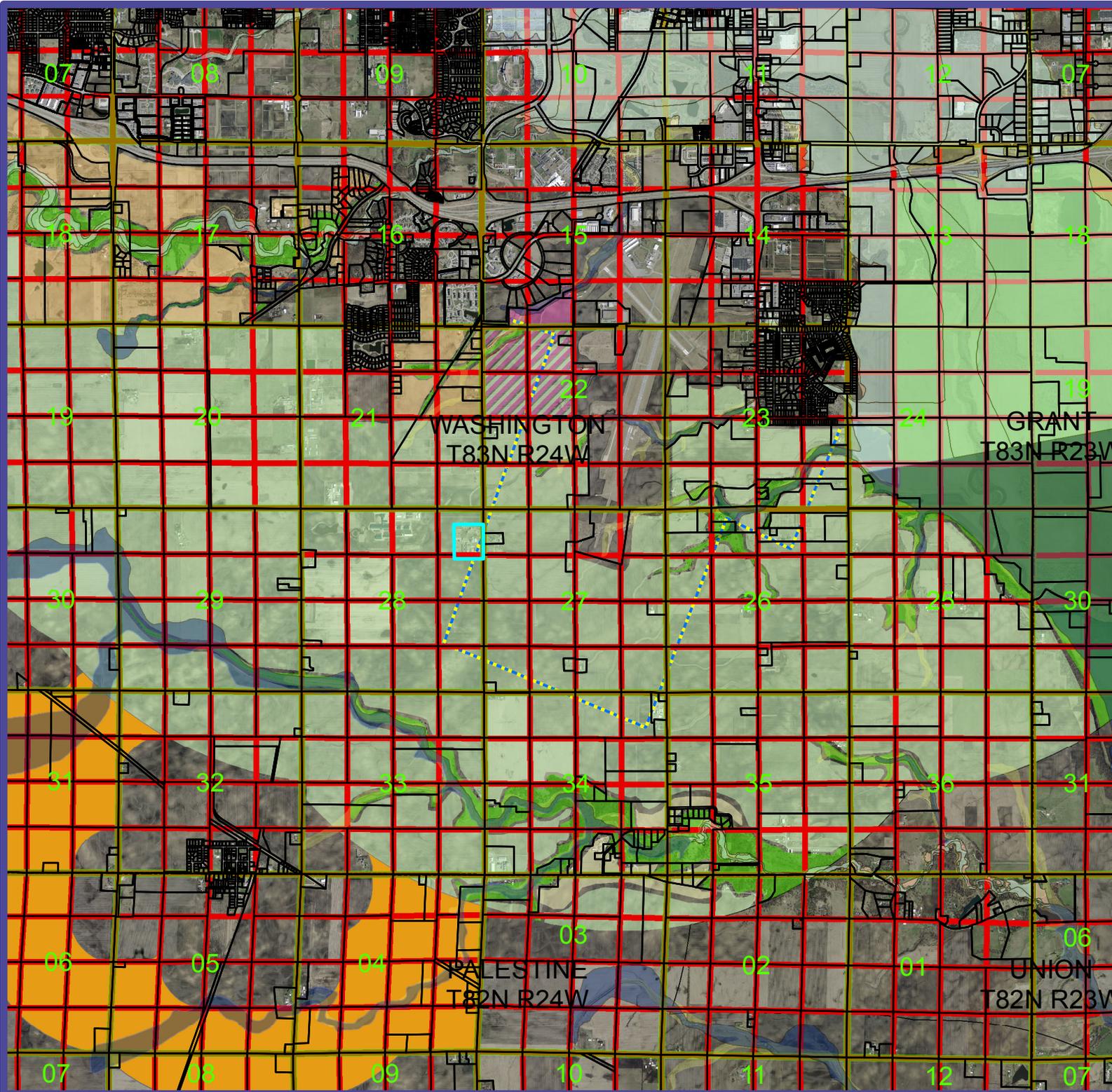
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Miles

Map created on
January 3, 2013
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Story County
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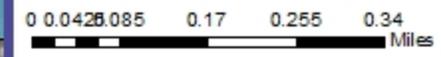


Attachment C Dust Control

Chamness Technologies
CUP03-12

Legend

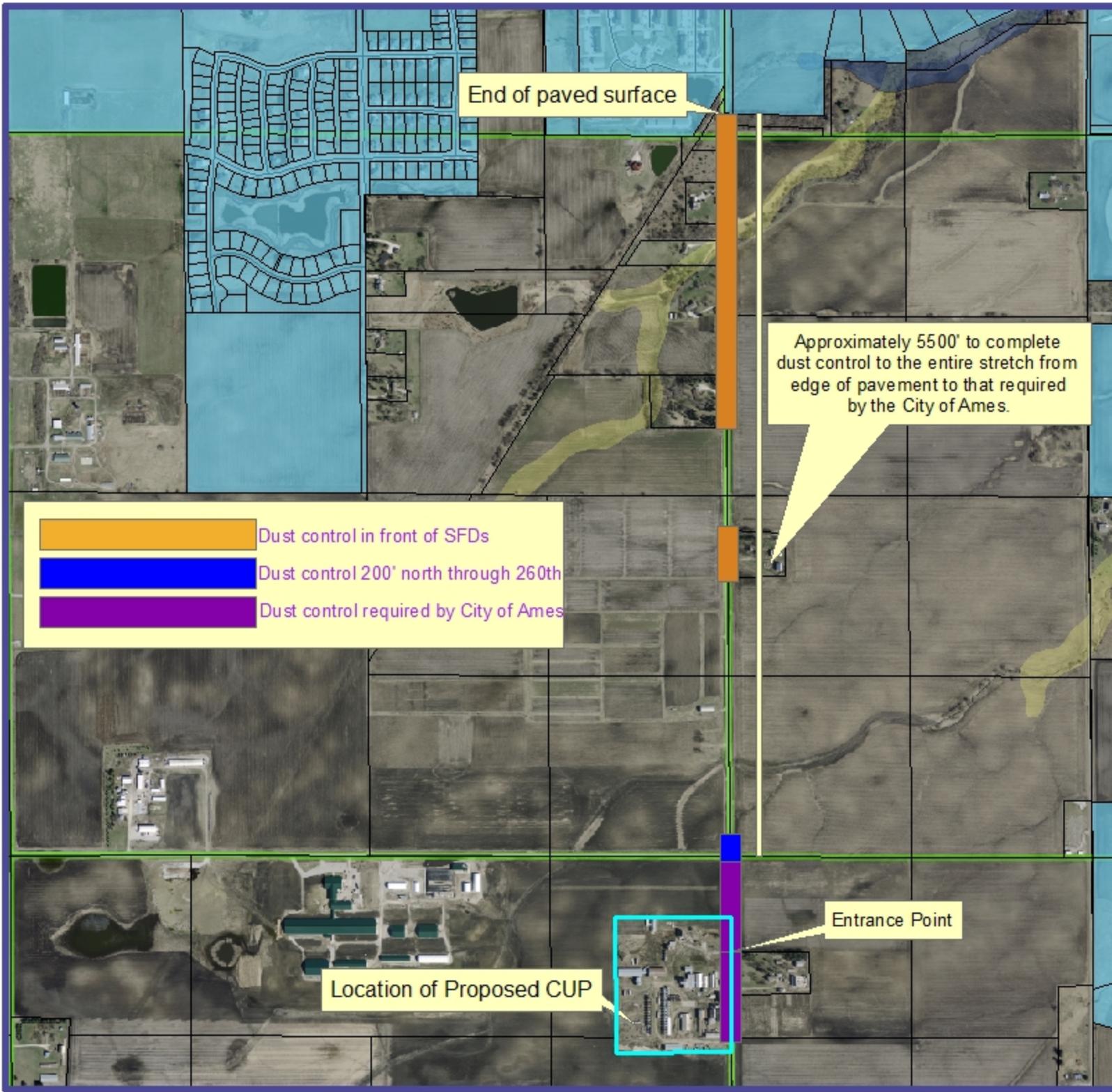
-  Parcels
-  Roads
-  City Limits
-  SECTION LINES



Map created on
January 3, 2013
by the
Story County
Planning and Development
Department.

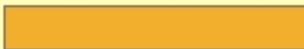


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End of paved surface

Approximately 5500' to complete dust control to the entire stretch from edge of pavement to that required by the City of Ames.

 Dust control in front of SFDs
 Dust control 200' north through 260th
 Dust control required by City of Ames

Location of Proposed CUP

Entrance Point



FORM D - Development Application

Type of Request Please indicate the type of application(s) submitted by checking the box preceding the appropriate request.

BOARD OF ADJUSTMENT

- Appeal of Director's Decision
- Conditional Use Permit
- Conditional Use Permit Modification
- Floodplain Variance
- Variance

BOARD OF SUPERVISORS

- Agricultural Subdivision Plat
- Residential Parcel Subdivision
- CDP Amendment
- LDR Text Amendment
- Major Subdivision—Preliminary and Final
- Minor Subdivision
- Official Zoning Map Amendment
- R-C Overlay District Initial
- Right-of-Way (ROW) Vacation
- RMH Site Development Plan
- Road Renaming
- Waiver Request
- Zoning Permit—Commercial and Industrial

ADMINISTRATIVE (STAFF)

- Agricultural Exemption*
- Conditional Use Permit Modification
- E911 Address
- Floodplain Permit*
- Home Business Permit*
- Property Research
- Sign Permit Application
- Zoning Permit—Non-commercial

*See Form E on reverse.

GENERAL INFORMATION TO BE COMPLETED

E911 Address: 26107 S30th AVE Parcel Number (PIN): 09-28-200-225

Type of Structure/Use: YARD/WOOD WASTE DISPOSAL SITE Dimensions: 3-5 ACRES Height: N/A

Applicant/Property Owner: BLACK'S ENTERPRISES, INC
 (Last Name) (First Name)
26156 S30th AVE AMES IOWA 50010
 (Address) (City) (State) (Zip)

 (Phone) (Email)

Contractor Information: CHAMNESS TECHNOLOGY INC
 (Last Name) (First Name)
2255 LITTLE WALL LAKE ROAD BLAIRSBORO IOWA 50034
 (Address) (City) (State) (Zip)
515-325-6133 dodge.chamness technology.com
 (Phone) (Email)

SITE PLAN REQUIREMENTS

Applicants must **SUBMIT A SITE PLAN** for the following types of applications: Zoning Permits, Floodplain Permits, E911 Address, Agricultural Exemption Request, and Sign Permits showing the following:

SETBACK DISTANCES FROM ALL EXISTING AND PROPOSED STRUCTURES (INCLUDING SIGNS) MUST BE SHOWN, MEASURED AT A RIGHT ANGLE FROM LOT LINES.

- | | |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Indicate the front of the principal building. | Dimensions of all lot lines. |
| Location and size of existing and proposed signs (if permitted). | All roads and private lanes abutting the property. |
| Location, size, height and use of all existing and proposed buildings | Landscaping: location, type and size of plant materials |
| Parking lots, driveways and loading areas: signage/markings, parking stalls including total | Wells/waste treatment systems: location and type. |
| Any other information determined need by Planning and Development staff. | Drainage patterns: method/area for disposal of surface runoff with calculations of design. Identify erosion and siltation control. |
| | Outside lighting: location, height and type of existing and proposed. |

For SIGN PERMITS, please include a SKETCH/DRAWING for the sign(s) demonstrating proposed sign and support structure; location, dimensions and height of all existing external signs on the structure. (if applicable); dimensions of and location on the surface to which the sign will be attached.

CERTIFICATION I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners** of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection, and, if necessary, for posting a public notice on the property.

SIGNATURE [Signature] DATE 11/30/2012

**If signature is not the owner of the property, a written statement from the owner of record stating the applicant signing this form may act on his/her behalf must be submitted.



CHAMNESS TECHNOLOGY, INC.®

Bio Services To Grow On.

December 3, 2012

Ms. Leann Harter
Director, Story County Planning and Development
900 6th Avenue
Nevada, Iowa 50201

Re: Conditional Use Permit Application Package

Ms. Harter –

Attached is a Conditional Use Application Package for a Conditional Use Permit to operate a Yard/Wood Waste Disposal Site under contract with the City of Ames at the property located at 26107 530th Avenue in Story County.

It is requested that Chamness Technology be invoiced for the cost of the Conditional Use Permit Application Filing Fee per the filing fees outlined in Form F. It is our understanding that the total cost of the permit application cannot be fully determined until costs associated with various notifications and postal costs are identified. We understand that the final cost will be approximately \$325.00.

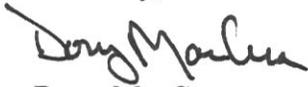
Chamness Technology was awarded a contract on Tuesday, November 27, 2012 by the City of Ames to operate a Yard/Wood Waste Disposal Site for residents of the City and Story County starting April 1, 2013.

We are requesting an expedited review of this Conditional Use Permit Application to include Special Meetings of the Planning and Zoning Board and Board of Adjustment, as feasible, in order to obtain a determination of the approval/disapproval of this permit application in sufficient time to permit an alternate site if required. We understand that this request is a bit irregular given the circumstances surrounding the City of Ames contracting requirements, but have also been advised that expedited review and approval has been conducted in the past but for unknown rationale.

Should any questions arise with this Application Package or our request for expedited review, please feel free to contact me at doug@chamnesstechnology.com or via phone at 515-325-6133. An alternate point of contact is Chad Borsheim who can be reached at cborsheim@chamnesstechnology.com or via phone at 515-450-6907.

Your assistance in this effort is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug MacCrea". The signature is written in a cursive style with a prominent initial "D".

Doug MacCrea
Project Manager

Attach: Conditional Use Permit Application Package



HOME BUSINESS PERMITS

Home Business Name: N/A

Type of work or use, including commodities to be sold:

Types and quantities of materials and supplies to be stored as part of the Home Business:

Are any of the materials and/or supplies considered to be hazardous and/or nuisance factors: Yes No If yes, please explain:

Estimated number of customer trips per day: _____ trips per day

Estimated number of delivery vehicle trips per week: _____ deliveries

Estimated number of vehicles involved in the Home Business: _____ vehicles
Vehicle type(s): _____

Special events that will be held regularly in conjunction with the Home Business:

Location where Home Business will be conducted:
Primary Residence Accessory Building

FLOODPLAIN DEVELOPMENT PERMITS

Type of Development:
(Please mark all that apply)

- Filling
- Excavation
- Routine Maintenance
- Minor Improvement
- Substantial Improvement
- New Construction
- Streambank Stabilization
- Grading

Description and purpose of development:

Estimated Cost of Improvements: \$ _____

- Market Value of Existing Structure Prior to Improvements: \$ _____ (if applicable)
- Addition or modification to non-conforming use?
YES NO (Please circle)

ELEVATION INFORMATION
(Please provide in MSL/NGVD)

Elevation of the 1% ANNUAL CHANCE (base) flood: _____ (identify source if other than FIRM)

Elevation of the proposed development site (natural ground): _____

Required elevation/floodproofing level for lowest floor: _____

Proposed elevation/floodproofing level for lowest floor (including basement): _____

Other floodplain information (identify and describe source): _____

AGRICULTURAL EXEMPTION REQUEST

Please check the following crops/livestock that you currently produce/raise and list the acres of production:

Corn: _____ Soybeans: _____
Hay: _____ Alfalfa: _____
Vegetables: _____ Fruits: _____
Trees: _____ Livestock: _____
Other: _____

Please describe the proposed structure or land use for which you are seeking an exemption to zoning regulations.

Please describe how the proposed structure or land use is tied to your farming operation:

What is the distance by public road or private easement from the proposed structure or use to your nearest production facility (crop field, pasture, livestock confinement or feed lot, etc)?

If greater than 20 miles, please explain how the proposed structure or use is primarily adapted for use for agricultural purposes despite its remoteness from your production facilities.

File Stamp—Date Received

RECEIVED

DEC 03 2012

STORY CO. PLANNING & DEVELOPMENT

Receipt No. _____ Receipt Amount _____

Black's Enterprises, Inc.
26156 530th Avenue
Ames, Iowa 50010

October 10, 2012

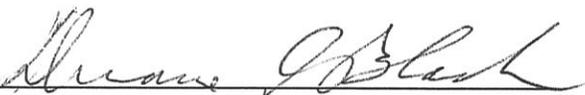
Story County Planning & Zoning Administration
900 6th Street
Nevada, Iowa 50201

Re: Application for Conceptual Review/Conditional Use Permit

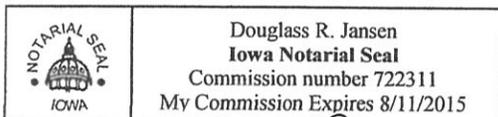
Black's Enterprises, Inc. , the owner of record for property located at 26107 530th Avenue, Ames, Iowa hereby grants Chamness Technology, Inc., 2255 Little Wall Lake Road, Blairsburg, Iowa 50034 and their duly appointed representatives, to act as our representatives and on our behalf in the preparation and processing of a Conditional Use Permit for the property described above. Chamness Technology, Inc. will be responsible for all facets of the application, representation and execution of the requested Conditional Use Permit.

Black's Enterprises, Inc. has entered into a Rental Agreement with Chamness Technology, Inc. for the use of approximately 3 acres of land at 26107 530th Avenue, Ames, Iowa for the purpose of Chamness Technology, Inc. operating a Wood/Yard Waste Disposal site in conjunction with the City of Ames.

Black's Enterprises, Inc. fully supports this endeavor and the tenant's request for a Conditional Use Permit to operate a Wood/Yard Waste Disposal Site on this property.


Signed _____ 10-10-12

DUANE A. BLACK
Name



 10/10/12

SITE PLAN



S307A AVENUE

Scale: 1" = 150'



SITE PLAN INFORMATION

Applicant: Chamness Technology, Inc. 2255 Little Wall Lake Road Blairsburg, Iowa 50034

Legal Description: Part of NE ¼ of the NE ¼ of Section 28 T-83-N R-24-W

Parcel Identification Number: 09-28-200-225

Property Location Description: E ½ NE Parcel "A" Slide 91 PG 4

Zoning Classification: Agricultural

Lot Dimensions: Lot is 18.43 Acres – CUP Request is for 3-5 acres on the west central side of lot

Roads Abutting Property: 530th Avenue to the East, 260th Street to the North

Landscaping: N/A - no landscaping required.

Wells/Waste Treatment Systems: 2 wells are reported to be on-site. Story county Environmental Health will help locate and mark wells. Intended use of land does not impact these wells.

Drainage patterns: All drainage for proposed site is within the confines of parent site. Existing site run-off plans apply.

Outside Lighting: Outside lighting currently exists on some buildings on-site. No additional outside lighting is required for this proposed permit.

Location of signs: one 4 x 6 sign will be installed and placed on-site away from county right of way listing hours of operation and fees. Exact placement of sign is being negotiated with landlord.

Location/size of utilities: Site has existing utilities – no additional requirements exist for this operation.

Parking lot layout: No additional parking is required for this site. Customers will not be allowed to park on site.

Dust Control Measures: On-site – none;

Adjacent roadways - Per the contract, Chamness Technology will apply a dust control agent when needed throughout the course of the contract within an 1/8 of a mile north and south of the facility entrances. We plan on using calcium chloride.

Other Information: See additional information required per Forms B and D attached.

// Map source ▲

- Bing Maps
- Bing Maps (with labels)
- Yahoo! Maps

// Location ▲

Latitude: 41.97675
Longitude: -93.640509
// Permanent link
// Reset to global view

// Search ▼

// Options ▲

- Full screen
- Show crosshair
- Reverse mouse wheel



Map Earth

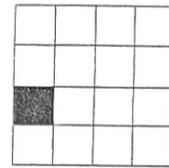
Google Earth

Earth maps

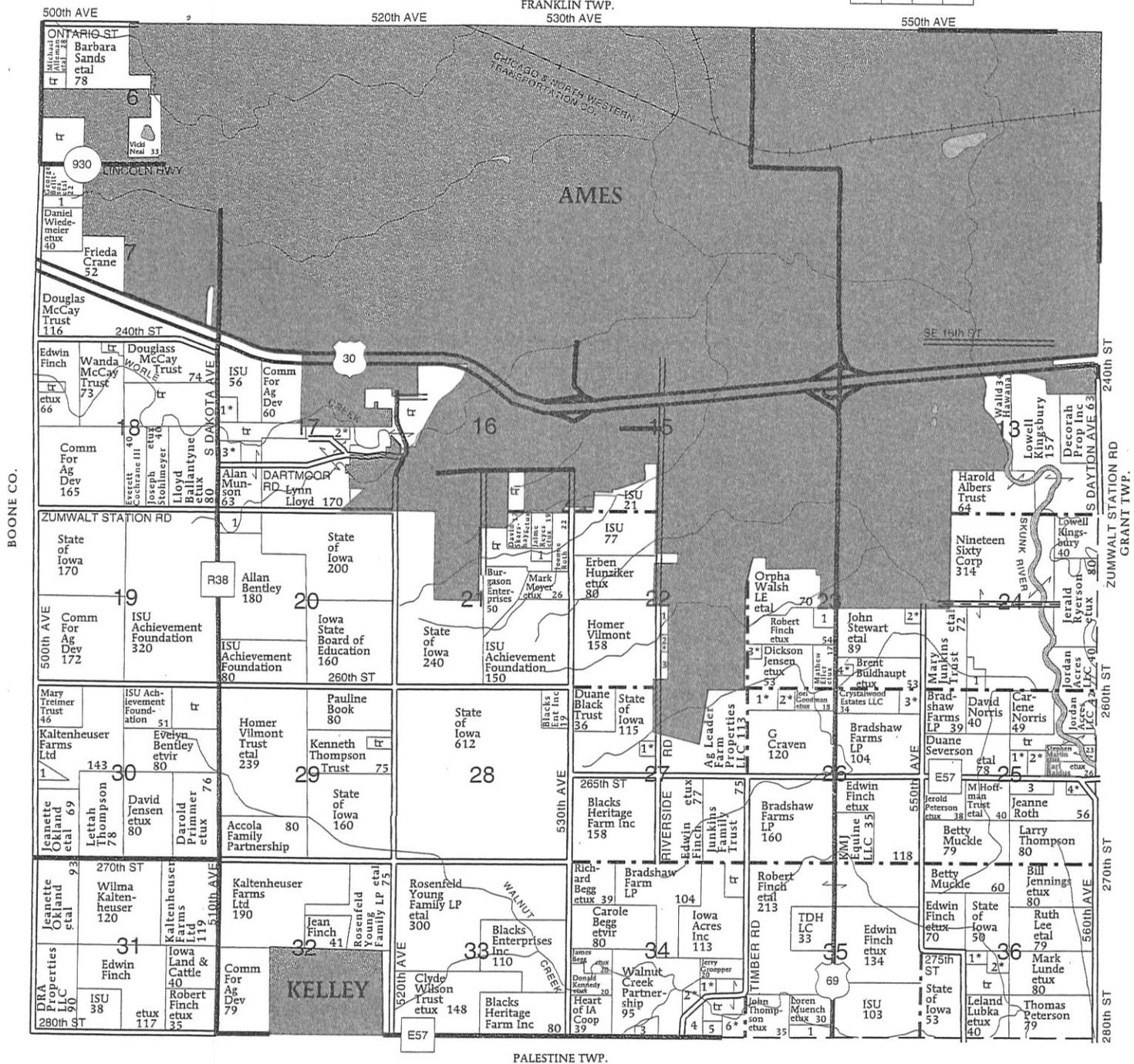
T-83-N

WASHINGTON PLAT

(Landowners)



R-24-W



WASHINGTON TOWNSHIP SECTION 7

- 1. West Ames Devel Group LC 14

SECTION 15

- 1. Crouse, Phyllis 7

SECTION 17

- 1. Bently, Allan 8

- 2. Powers Trust, John 10
- 3. Iasevoli, Felice 6

SECTION 20

- 1. Smith Trust, Elizabeth 20

SECTION 21

- 1. Meyer, Sarah 5

SECTION 22

- 1. Zimmerman, Jeffrey 11

- 2. May, Gary 5
- 3. Forrest, F 10

SECTION 23

- 1. Bonnichsen, John 9
- 2. Stewart, James 6
- 3. Nesbitt, Troy 6

SECTION 24

- 4. Gundlach, Timothy 6

- 1. Hansen, Janice 6

SECTION 25

- 1. Rollenhagen, Keith 10

- 2. Bladus, Marilyn 10

- 3. Evans, Mary 15

- 4. Thomason, Daryl 8

SECTION 26

- 1. Jensen, Duane 15
- 2. Haverkamp, Brent 6
- 3. Musselman, Robert 11

SECTION 27

- 1. Lubka, Leland 5

SECTION 30

- 1. Brooks, Michael 6

SECTION 34

- 1. Canuso, Ronald 5
- 2. Teuscher, Robert 9
- 3. Wiggers, Kenneth 6
- 4. Lowman Bros Inc 15

- 5. Sommerfeld Trust, Kathie 6

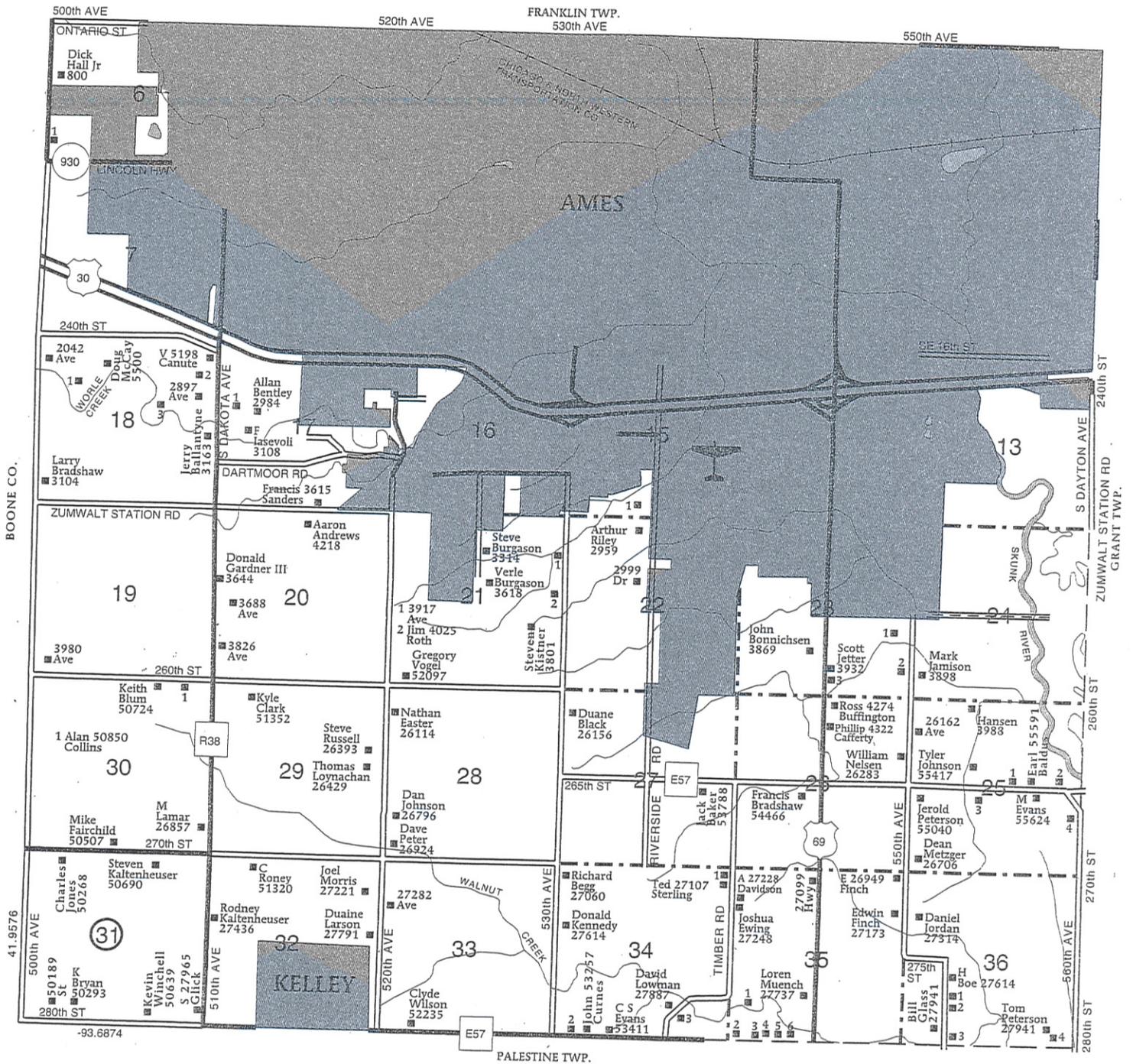
- 6. Jones, Douglas 11

SECTION 35

- 1. Mulvihill, Patricia 8

SECTION 36

- 1. Jordan, Daniel 5
- 2. Robson, Mark 15



WASHINGTON TOWNSHIP

SECTION 6

1 Crane, F 632

SECTION 15

1 Smith, John 2919

SECTION 17

1 Laing, C 2958

SECTION 18

1 Palensky, James 5600

2 Fukushima, Alan 2895

3 Christiansen, Kim 2985

SECTION 23

1 Stewart, Jim 3847

2 Gundlach, Tim 3947

3 Buldhaupt, Brent 3964

SECTION 25

1 Rollenhagen, Keith 55547

2 Martin, Stephen 55873

3 Hoffman, Mark 55432

4 Thomson, Daryl 26647

SECTION 34

1 Hutson, Chad 27039

2 Wiggers, Kenneth 53109

3 Balbiani, Eric 27922

SECTION 35

1 Graham, Randy 54125

2 Houge, Wynn 54081

3 Heuchelin, Scott 54171

4 Okland, M A 54255

5 Owings, Michael 54303

6 Mulvihill, James 54433

SECTION 36

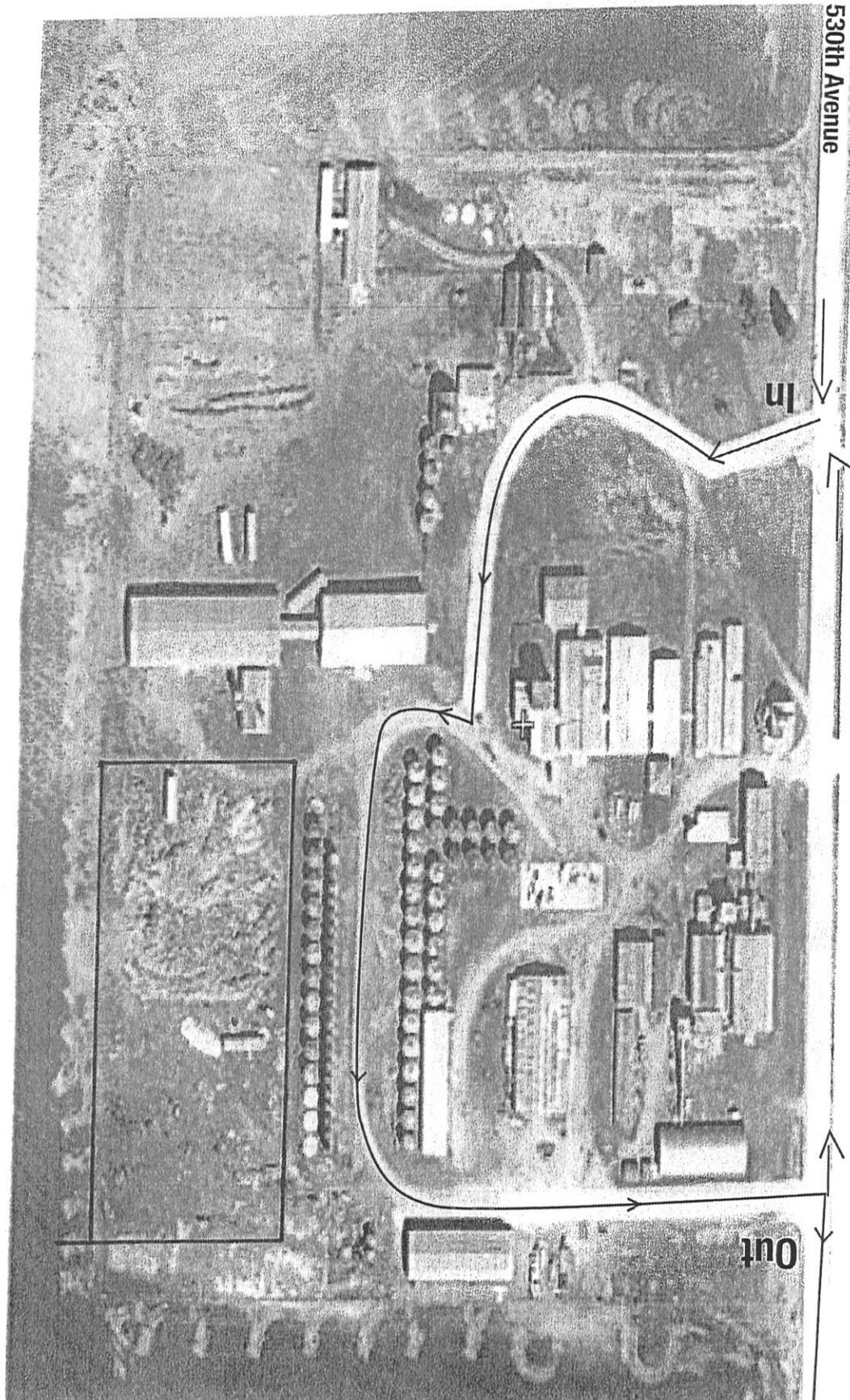
1 Brayton, Scott 27762

2 Robson, Mark 27770

3 Bazal, Aaron 27994

4 Schepers, M 27947

TRAFFIC MANAGEMENT PLAN



Scale: 1" = 150'



FORM B SUBMITTAL REQUIREMENTS

Construction Schedule

- No construction is planned under this Conditional Use Permit

Development Application Form (Form D)

- Attached

Existing Resources Inventory

- Not Applicable

Filing Fees

- Request that filing fee be invoiced upon final determination of permit filing costs

Legal Description of Area

- 26107 530th Avenue East ½ NE Parcel "A" Slide 91 Pg 4

Letter of Acknowledgement From Applicable Fire Chief

- Attached

Letter of Financial Security

- Not Applicable

Other Information as Director May Require

- See attached responses to questions/concerns posed during Conceptual Design Review

Reduced Size Copy of Plans

- Site Plan Attached

Site Context Map

- Site Plan Attached

Site Plan

- Site Plan Attached

Transportation Impact Study

- Transportation Impact Study waived during Conceptual Design Review

Written/Signed Statements on Availability of Gas/Electrical/Water for Proposed Subdivision

- Not Applicable

Written Narrative Providing Description/Outlining Purpose of the Request

- Attached

**Westory Fire Agency
910 Hubbel Street
Kelley, Iowa 50134**

December 1, 2012

Ms. Leann Harter
Director, Story County Planning & Development
900 Sixth Street
Nevada, Iowa 50201

Re: Letter of Acknowledgement

Ms. Harter –

This letter acknowledges the Conditional Use Permit request submitted by Chamness Technology, Inc. to operate a Yard and Wood Waste Disposal Site at 26107 530th Avenue.

I am aware of the purpose and intent of Chamness Technology in the operation of this site and can determine no significant impact on fire safety or potential firefighting operations by the established purpose of this site. Therefore, this department has no objection to the approval of the Conditional Use Permit and the establishment of a yard and Wood Waste Disposal site at this location.

A handwritten signature in cursive script that reads "Kenneth L. Kling". The signature is written in black ink and is positioned above the typed name and title.

Kenneth L. Kling
Fire Chief,
Westory Fire Agency

Copy to: Chamness Technology, Inc

Written Narrative Providing Description/Outlining Purpose of the Request

Chamness Technology, Inc, has been awarded a contract with the City of Ames to operate a Yard/Wood Waste Collection and Disposal site for Ames and Story County residents and is requesting a Conditional Use Permit for the establishment of a Wood/Yard Waste Disposal Site on property owned by Black Enterprises, Inc. at 26107 530th Avenue, Ames, Iowa 50010.

Black Enterprises, Inc. has agreed to rent up to five acres on this site for the express purpose of establishing this Wood/Yard Waste Disposal Site for the citizens of Story County.

Chamness Technology has the permission of Black Enterprises, Inc. to pursue this Conditional Use Permit. A copy of their permission to pursue a Conditional Use Permit is attached.

This site is currently zoned Agricultural Land and in the past has been zoned as Agricultural Commercial Land. The establishment of a Wood/Yard Waste Disposal Site is within the realm of possible uses for land zoned as either Agricultural or Agricultural Commercial.

Chamness Technology intends to collect wood/yard debris/waste under the awarded contract and grind that debris/waste at least monthly and after each established City of Ames Free Disposal Day then haul the material to Chamness Technology, Inc.'s Eddyville Compost Facility for use in making compost.

Other Information as Director May Require

Listed below are responses to questions or concerns raised by members of the Conceptual review Team during the preliminary review of this Conditional Use Permit Request;

Planning & Development:

- Signage.
 - Any signage will installed will comply with the established zoning requirements and be less than the cumulative 32 square feet.

- Will this be a permanent site?
 - Yes.

- What are the nature of the hours of operation?
 - Per the contract, the hours of operation will be from 12:00 to 5:00 PM on Monday, Wednesday and Friday and 8:00 AM to 12:00 PM Saturday from April 1 through October 14 and from 12:00 to 5:00 PM on Monday, Wednesday and Friday between October 15 through December 15 and 8:00 AM to 4:00 PM on Saturdays through the first two Saturdays in December. There will be one Free Saturday in April where the hours will be from 8:00 AM to 4:00 PM.

- Will there be lighting.
 - There is lighting on the site already in support of farming operations. No additional lighting will be required or necessary for the operation of this site.

- Maintain of log of daily traffic.
 - We are prepared to maintain a log of daily traffic to the site.

- Will there be odors?
 - There will be no odors. Wood and yard debris/waste do not generate odors in the decomposition process. Since the material will be ground and removed on a regular basis, the potential for odors is not likely.

- What controls will be in place to address odors as well as other potential issues?
 - The material will be ground and removed on a monthly basis or more frequently if demand requires. Additionally, each load will be screened prior to acceptance to ensure only approved yard/wood debris/waste is disposed of on-site.

- How will access be limited to the public outside of normal hours of operation?
 - We intend to chain the entrances when the site is not in operation. Additionally, Black's Enterprises employees working on-site will be monitoring the site to prevent unauthorized dumping.

Environmental Health

- Possibly two wells on site – will there be setbacks/protection?
 - The wells will be marked and we will maintain a reasonable setback from those wells. The nature of the material being collected does not lend itself to possible contamination of wells or ground water.

- Any wastewater generated?
 - Wastewater will not be generated at the site. We will have a port-a-pottie on site for employee use.

Assessor

- No comments

Auditor's Office

- No comments

County Engineer

- The fee sign and person collecting fees will need to be far enough on private property as to not back up traffic on the roadway.
 - The fee sign and the person collecting fees will be on private property and will not impact the flow of traffic on a daily basis. During free days, additional personnel will be on-site to ensure a smooth flow of traffic. No parking on public roadways will be required.
- All other signs that need to be placed in county right-of-way will need to be approved by Engineer's Office.
 - We understand this requirement and will comply with it should other signage become needed.
- Please supply some data from the city on what level of traffic is generated on free days?
 - The City does not have any recent or firm data on the amount of traffic generated on each free day. These numbers are maintained by the current contractor and are not available to us. The estimate is no more than 100 vehicles per free day with a more accurate number probably between 50 and 75. The amount of traffic is weather dependent, with traffic reaching estimated levels if the weather is dry/seasonably warm and significantly less if weather is wet/cold.
- Traffic Management Plan
 - Per the attached drawing, traffic will be routed into and out of the site to ensure a smooth flow and prevent traffic back-ups to the greatest extent possible. Additional personnel and signs will be put in place to ensure smooth traffic flow and to direct traffic.
- Dust Control
 - Per the contract, Chamness Technology will apply a dust control agent when needed throughout the course of the contract within an 1/8 of a mile north and south of the facility entrances. We plan on using calcium chloride.

TRAFFIC MANAGEMENT PLAN



Scale: 1" = 150'



Bio Services To Grow On.



CHAMNESS TECHNOLOGY, INC.®

December 21, 2012

RECEIVED

DEC 26 2012

STORY CO. PLANNING
& DEVELOPMENT

Ms. Leann Harter
Director, Story County Planning and Development
900 6th Avenue
Nevada, Iowa 50201

Re: Conditional Use Permit Application – Chamness Technology/Black's Heritage Farm Yard
Waste Disposal Site

Ms. Harter –

On December 3, 2012, Chamness Technology, Inc. submitted a Conditional Use Permit application to establish a Yard Waste Disposal Site under contract with the City of Ames at the property located at 26107 530th Avenue.

In the application supplemental information, questions/concerns about the volume of traffic that would be associated with the site, especially on the free drop off days in April and November, raised by the County Engineer during the Conceptual Review were addressed.

At the time the Conditional Use Permit Application was submitted an estimate traffic volume of 100 vehicles per free day was provided, based upon the best available information provided at the time by the City. The City of Ames informed us this week that the revised estimate may be as high as an average of 400 to 500 vehicles per day and stated that this estimate was based solely upon information provided to the City by the current contractor which cannot be verified.

Chamness Technology reiterates our intention to maintain daily traffic counts in the operation of this site under this Conditional Use Permit.

Should any additional questions arise regarding our Conditional Use Permit Application as a result of this new, unverified, information, please feel free to contact me at doug@chamnesstechnology.com or via phone at 515-325-6133. An alternate point of contact is Chad Borsheim who can be reached at cborsheim@chamnesstechnology.com or via phone at 515-450-6907.

Your assistance in this effort is greatly appreciated.

Sincerely,

Doug MacCrea
Project Manager

COUNCIL ACTION FORM

SUBJECT: YARD WASTE DISPOSAL SITE SERVICES FOR 2013-2015

BACKGROUND:

For several years the City has contracted with private parties for yard waste disposal site services. This provides the community with disposal services for trees, branches, garden waste, leaves, grass clippings, and other yard waste debris; and helps ensure that a disposal alternative keeps yard waste out of the Resource Recovery Plant and Boone County Landfill. The City's standard service contract includes the requirement to hold five Yard Waste Free Days, one in the spring and four in the fall, with two of the days allowing brush disposal.

The current contract, which has been with American Professional Services Group, Inc., (APSG, Inc.) in the amount of \$21,010, expires December 2012. A Request for Proposals for a three-year contract with two one-year extensions was issued for yard waste operations, incorporating the issues identified by City Council on August 14, 2012. Bids were received on October 3, 2012, as follows:

<u>Bidder</u>	<u>2013-2015/year</u>	<u>2016</u>	<u>2017</u>	<u>Total (5 year)</u>
APSG, Inc.	\$ 24,600	\$ 43,500	\$ 43,500	\$160,800
Chamness Tech., Inc.	\$ 31,800	\$ 32,350	\$ 32,950	\$160,700
Steenhoek Environ., LLC	\$ 57,955	\$ 66,648	\$ 76,645	\$317,159
JC's Tree Service	\$184,800	\$194,040	\$203,742	\$952,182

The accepted bids are good until December 2, 2012. Spreadsheets showing the complete responses from all of the bidders are attached and a summary comparison of the two low bidders follows.

Company Profiles For Two Lowest Bidders:

APSG, Inc.: Currently holds Yard Waste Services contract and has been the successful bidder of the previous two bids with extensions for a total of ten years at its location on Freel Drive. Although this site has been in use for a ten-year period, it has been cited for out of compliance violations to its Special Use Permit in September 2006, November 2007, February 2008, September 2010, and October 2012. Most of these concerns related to exceeding the maximum height of material storage, although maintaining the site in accordance with the approved site plan has also been an issue. Upon being notified about non-compliance, the operator has ultimately addressed each issue and implemented corrective measures. During portions of the existing agreement, ASPG also failed on multiple occasions to properly advertise the City's free yard waste days. A cash deduction to ASPG's payments was eventually imposed. Under the new Request

for Proposals, the advertising responsibility will be performed by the City itself in the future. The owner of ASPG is an Ames resident.

Chamness Technologies: Founded in 1986, operates compost facilities in Eddyville, Iowa, and Dodge City, Kansas, along with multiple wood and yard waste drop-off sites in the Des Moines area. It is the parent company of GreenRU, a food waste collection and recycling company that is currently focusing on commercial, industrial and academia accounts removing additional waste from landfills throughout Iowa. Chamness has expressed interest in expanding into other business ventures of similar use on this site and into the Ames market area. It would use material generated from this site to enhance the quality of compost produced at other sites. The proposed operator of this site currently lives in Kelly.

Proposed Yard Waste Site Location:

APSG, Inc.: 407 Freel Drive. Mr. Reis has indicated a desire to expand or possibly relocate to better facilitate operations.

Chamness Technologies: 26107 530th Ave (Black Seed Farm Property, south of the Wessex Apartments). Representatives have expressed they would explore and secure another site if Council was not in favor of this location, but were awarded the contract.

Although both of these properties are accessed by gravel roads, the APSG site is a much shorter distance of travel on the gravel.

Storm Damage Tree Cleanup Option:

APSG, Inc.: \$1,100 per day each day open for free drop-off.

Chamness Technologies: \$5,000 per day each day open for free drop-off.

This was a new item added to the current Request for Proposals. It is not part of the base contract, and the City would have the discretion to exercise this provision if deemed beneficial to the citizens of Ames. If this option is not selected, storm damage clean-up could still be dropped off at the Parks & Recreation site on East 13th Street and be serviced by Public Works staff.

Regular Customer Rates:

APSG, Inc.: no single bag rate, Cars \$5.00-\$10.00, Pick-ups \$15.00-\$30.00, vehicles with trailers \$15.00-\$75.00.

Chamness Technologies: per bag rate \$1.00 biodegradable, other bags \$2.00 each up to 33 gal. Cars \$5.00-\$10.00, Pick-ups \$15.00-\$35.00, vehicles with trailers \$15.00-\$35.00.

ALTERNATIVES:

1. Award the 2013-2015 Yard Waste Disposal Site Services contract to APSG, Inc. in the amount of \$24,600 per year.
2. Award the 2013-2015 Yard Waste Disposal Site Services contract to Chamness Technology in the amount of \$31,800 per year.
3. Reject all bids and direct staff to attempt to re-bid the Yard Waste Disposal Site Services Contract on a one-year basis.

MANAGER'S RECOMMENDED ACTION:

This is a very difficult decision. The incumbent provider has the lowest base bid but has had continuing zoning violations. The next low bidder's five-year price is equally competitive, but does not yet have a firm site identified for their operation.

The proposed contract has been structured with a base bid for the first three years and an option for two, one year extensions. During the first three years, there is a \$21,600 difference between the two lowest bids. However, over the five-year potential term of the contract, there is only a \$100 difference between the two lowest bids.

As was noted above, the current service provider submitted the low bid for the base three year contract. ASPG also carried out this fall's four free yard waste days while remaining in compliance with its zoning obligations. However, this firm has had at least five zoning violations over the past seven years for non-compliance with its Special Use Permit as a yard waste site. While each of those issues has eventually been addressed, a large amount of staff time has been needed to accomplish that. During the current contract term, this provider also failed on a number of occasions to properly perform its contractual duty to advertise and notify the public of the City's free yard waste days.

The other low bid is from Chamness Technologies, a new service provider. Chamness is proposing to provide this service on a site that has been submitted to Story County for site approval and is still under review. Chamness attended a conceptual review meeting with Story County Planning & Zoning, and reported general consensus on its plan from Story County staff. The Story County Planning & Zoning Commission will not act on Chamness Technologies' request until January, 2013. While Chamness has received initial positive feedback from Story County Planning staff, its site has not yet received approval, and it does not have a history of operation at the site. Further, if the Black Seed Farm site were to be approved, it would require Ames residents to drive a longer distance over gravel roads to drop off their yard waste.

On balance, staff believes that the most appropriate action is to award this three year contract to APSG, Inc. The proposed contract includes language specifying that the agreement may be terminated if the operator fails to maintain the site in compliance with applicable zoning regulations. Should APSG again fail to do so,

staff will recommend that their contract either be cancelled or not be extended beyond the initial three year term.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby awarding the three-year 2013-2015 Yard Waste Disposal Site Services contract to APSG, Inc., in the amount of \$24,600.



NOTICE OF REQUEST FOR PROPOSAL

Finance Department / Purchasing Division
515 Clark Avenue, P.O. Box 811
Ames, IA 50010

September 11, 2012

BID # 2013-044

YARD WASTE DISPOSAL SITE OPERATION FOR THE CITIZENS OF STORY COUNTY, IOWA

Proposal will be received until 5:00 p.m. local time on October 3, 2012

Sealed Proposals will be received at the Purchasing Division offices, 515 Clark Avenue, Ames, Iowa 50010. Bids shall be made on the offer form furnished by the City of Ames. Said services consist generally of the operation of a yard waste disposal site for the citizens of Story County, Iowa.

All services shall be in accordance with the specifications now on file in the Purchasing Division, City of Ames, Iowa; which, by this reference are made a part hereof, as though fully set out and incorporated herein.

No bidder may withdraw his or her bid for at least sixty days after the scheduled closing time for receiving bids.

The City of Ames reserves the right to reject any or all bids, to waive informalities, and to make such awards as it shall deem to be in the best interest of the City.

CONTACT PERSONS

For questions concerning the Yard Waste Requirements, please contact:

Resource Recovery: Bill Schmitt, Assistant Superintendent
Phone: 515-239-5238
E-mail: bschmitt@city.ames.ia.us

For questions concerning the bid procedures please contact:

Purchasing Division: Mike Adair, Procurement Specialist II
Phone: 515-239-5128
E-mail: madair@city.ames.ia.us

**CITY OF AMES, IOWA
INSTRUCTIONS TO BIDDERS**

I. DEFINITIONS

Words or phrases used in these contract documents shall have meanings as follows:

"Contract Documents" shall include the Notice to Bidders, Instructions to Bidders, Specifications, Offer and Award, all Addenda, and any plans, drawings, or other data that may be furnished to clarify the requirements.

"City" or "Purchaser" shall mean the City of Ames, Iowa.

"Contractor" shall mean the corporation, company, partnership, firm, or individual who has entered into this contract to furnish the materials covered thereby and its, his, her, or their duly authorized agents and other legal representatives.

"Materials" shall mean all commodities, supplies, equipment, and other tangible item that may be purchased under these contract documents.

II. SUBMISSION OF BIDS

Bids shall be submitted on the Offer and Award forms included with these contract documents with all prices and requested data properly filled in.

Bids shall be submitted on or before the day and hour set for the bid opening in a sealed envelope addressed to the City Clerk, City Hall, Ames, Iowa. Envelopes shall be endorsed on the outside with the bidder's name, the contract number, and the title.

Bids may be withdrawn, altered, and/or resubmitted at any time prior to the time and date the bids are due. They may not be withdrawn within sixty days thereafter.

Bids shall be made by filling in the bidder's offer and completing and signing the Offer section of the Specifications Offer and Award Form and returning the same to the office of the City Clerk of Ames, Iowa, prior to the scheduled bid opening. Each offer must be headed by the name of the bidder and his or her authorized representative. Prospective bidders will be furnished one set of contract documents. Each set will contain the Offer Form to be used by the bidder in submitting his or her bid.

By submitting a bid proposal the bidder agrees that the City may copy the bid proposal for purposes of facilitating the evaluation or to respond to request for public records. The bidder consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third parties. The City will have the right to use ideas or adaptations of ideas which are presented in the proposals. In the event the vendor copyrights its proposal, the City may reject the proposal as noncompliant.

Prior to award of contract, the successful bidder shall complete the City's Assurance of Compliance with the City's Affirmative Action Program and Employee Utilization Report.

III. BIDDERS RESPONSIBILITIES

The bidder is charged with the responsibility of satisfying himself or herself as to the character of the materials or equipment required under this contract and all other matters that can affect the terms or obligations incorporated herein before submitting his or her bid.

IV. INTERPRETATION

If any bidder is in doubt as to the intent or meaning of any part of this bid, he or she should contact the Purchasing Agent, City of Ames, Iowa, in time to receive a written reply before submitting his or her bid.

V. SIGNATURES OF BIDDERS

Each bidder shall sign the bid, using his or her usual signature, and giving his or her full business address.

Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the designation of the person authorized to execute such documents.

The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his or her signature the word "president", "secretary", "agent", or other designation, without disclosing his or her principal will be rejected.

VI. TAXES

The Offer Form furnished with these bid documents will indicate whether Iowa Sales and Use Taxes are applicable to the purchase.

VII. RESERVATIONS

The purchaser reserves the right to reject any or all bids, to waive informalities, and to make such award as it shall deem to be in the best interest of the City.

The purchaser reserves the right to cancel any contract if it appears there is a failure at any time to perform adequately the stipulations of these contract documents, or in any case of any attempt to impose upon the purchaser materials or products which are believed to be of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the purchaser to damages for the breach of any covenants of the contract by the contractor.

The purchaser reserves the right to reject any bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to furnish the required materials within the time stipulated in the contract, the purchaser reserves the right to purchase in the open market at the expense of the contractor or by recourse to provisions of the performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items included in this contract, the purchaser reserves the right to withdraw such items from the operation of this contract without incurring further liabilities on the part of the purchaser thereby.

VIII. ERROR IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk, and he or she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders.

In case of error in extension of prices in the bid, the unit price shall govern.

IX. EXPERIENCE AND FINANCIAL STATEMENTS

Unless otherwise stated in these contract documents, prequalification statements are not required of bidders. Bidders may be requested to submit financial and experience statements subsequent to the opening of bids together with such other information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

GENERAL CONDITIONS

I. SCOPE, NATURE, AND INTENT OF THESE CONTRACT DOCUMENTS

These contract documents are intended to supplement, but not necessarily duplicate each other. Any requirement specified in one shall be binding just as if it had been set forth in both.

It is the intent of these contract documents to include all labor, components, and transportation necessary for the manufacture and delivery of the materials, and/or the performance of the services, as specified herein. Materials shall be complete with all accessories necessary for proper use.

II. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede all oral statements of any and every official or other representative of the purchaser, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

III. GOVERNING LAW

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

IV. INSPECTION, ACCEPTANCE, AND PAYMENT

All materials, equipment, and/or services furnished under this contract will be inspected by the receiving section to determine whether or not the materials received are in accordance with the terms of the contract.

Payment will be made from City of Ames funds when the receiving section reports all materials and/or services have been inspected and accepted.

V. GUARANTEE

The Contractor shall unconditionally guarantee the materials and workmanship on all materials and equipment furnished by him or her under this contract for a period of one year from the date of acceptance unless otherwise specified.

If within the guarantee period any defects or signs of deterioration are noted which in the opinion of the purchaser are caused by faulty design, installation, workmanship, or materials, the Contractor, upon ratification, shall repair or adjust the equipment or materials to correct the condition or he or she shall replace the unit to the complete satisfaction of the purchaser at no additional expense to the purchaser. Such repairs, adjustments, or replacements shall be made only at such times as will be designated by the purchaser.

VI. CHANGE IN SCOPE

The purchaser shall have the authority to change the scope of this contract up to 20% plus or minus. If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the bid; if such prices are not submitted or are not applicable, then by mutual agreement between the Contractor and the purchaser.

VII. NON-APPROPRIATION CLAUSE

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

SPECIAL CONDITIONS
INSURANCE REQUIREMENTS FOR CONTRACTORS/VENDORS

Contractor/vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office form number CG 00 01 covering Commercial General Liability.
- B. Insurance Services Office form number CA 00 01 covering Automobile Liability, comprehensive form.
- C. Workers' Compensation insurance as required by the Laws of the State of Iowa and Employers Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. If required by statute, Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits as required by the Laws of the State of Iowa.
- D. Builder's Risk insurance shall be in an amount not less than the total value of the construction.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City of Ames. At the option of the City of Ames, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Ames, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - 1. The City of Ames, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees or volunteers.

- B. Workers' Compensation and Employers Liability Coverage to the fullest extent provided by the laws of Iowa, the insurer shall agree to waive all rights of subrogation against the City of Ames, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.
- C. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after **thirty (30) days' prior written notice** by certified mail, return receipt requested, has been given to the City.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Ames, their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Questions concerning these requirements should be directed to:

David Eaton, Risk Manager
Phone: 515-239-5102
E-mail: deaton@city.ames.ia.us

**MINIMUM REQUIREMENTS
CITY OF AMES, IOWA
RESOURCE RECOVERY SYSTEM
YARD WASTE DISPOSAL SITE OPERATION**

I. GENERAL

- A. General Description: This contract is for the complete operation of a yard waste disposal site for the citizens of Story County, Iowa.
1. The scope of work consists generally of furnishing and operating the site.
 2. It is understood that the general description is informative only, and all work to be associated with the contract is not specially addressed in this description.
- B. All operations included in this contract are to be performed in accordance with all Federal, State, and local regulations and requirements, applicable safety requirements, and generally accepted professional standards.
- C. Contract site must be in compliance with zoning requirements 30 days prior to the start of contract period and must remain in compliance throughout the contract period. Contractor must also receive site plan approval from Planning Division.
- D. **Contract Period (3 Years): April 1, 2013 through December 15, 2015.** The City has the option to renew the contract for two additional periods: April 1, 2016 through December 15, 2016; and April 1, 2017 through December 15, 2017. These additional periods to be mutually agreeable to the City of Ames and the Contractor. Renewal options are subject to program approval and funding by the Ames City Council.
- E. Site Location:
1. The Contractor will provide site in or within two miles of the city limits. The site must be accessed by an all-weather roadway, including driveways.
 2. **Contractor must submit with the proposal, an effective plan for litter, illegal dumping, clean up, traffic control on the two most direct routes to the site, and dust control for the two most direct routes to the site if they are gravel or rock road.**
- F. Signs: The City of Ames will provide directional signs to the site. Contractor to provide rate and direction signs at site.
- G. Minimum Site Hours:
1. April 1 through October 14, the normal yard waste disposal site hours of operation shall be from 12:00 p.m. to 5:00 p.m. on Mondays, Wednesdays, and Fridays, and from 8:00 a.m. to 12:00 p.m. on all Saturdays.
 2. October 15 through December 15, the normal yard waste disposal site hours of operation shall be from 12:00 p.m. to 5:00 p.m. on Mondays, Wednesdays, and Fridays, and from 8:00 a.m. to 4:00 p.m. on all Saturdays through the first two Saturdays in December.
 3. See also Section III (Free Days).

- H. Staffing: It will be the responsibility of the Contractor to adequately staff the yard waste disposal site to provide the required level of service to patrons, except as specified in these specifications, and to complete tasks of storage and/or disposal of materials. The Contractor shall also designate appropriate supervisory staff to ensure completion of the work in accordance with the required standards.
- I. Subcontractors: The Contractor may subcontract for use of equipment, and staffing services.
- J. Assignment of Contract: The Contractor shall not assign the contract to subcontractors, nor sublet the contract as a whole without the City's written consent and approval; nor shall the Contractor assign any moneys due or to become due to him or her, without the prior written consent of the City. The City of Ames shall not be obliged to recognize any assignment.
- K. Equipment and Materials: The Contractor will provide all necessary equipment and materials to complete the work as described herein, or subcontract for same. This shall consist basically of loading/unloading equipment, spreading/processing equipment, brush chipping equipment, and miscellaneous equipment, as well as equipment and materials required to provide service to customers and to perform record-keeping tasks associated with the work.
- L. Owner's Representative: The City's representative for this contract will be Gary Freel, Resource Recovery Plant Superintendent.
- M. Contract Termination: The City of Ames reserves the right to terminate this contract if determined by the City that the Contractor is in violation of the terms of this contract or any other applicable federal, state, or local regulations. The City will issue a written notice of termination.

II. SCOPE OF WORK

- A. Customer Service: The site will be operational and provide customer service to Story County private citizens, government entities, and commercial haulers during the hours specified. The Contractor will make provisions for both cash and charge transactions under generally accepted guidelines for this type of operation.
- B. Storage and land Application of Yard Waste Materials: The yard waste materials under this section include grass clippings, leaves, and miscellaneous yard and garden type waste materials. Yard wastes shall be stored, and disposed of in accordance with applicable requirements.
- C. Brush and Tree Chipping and Disposal: Waste materials included in this section are tree branches, brush, and stumps. Christmas trees are also included in this section.
 - 1. The Contractor will be responsible for all labor, equipment, and materials necessary to process brush, trees, grass, leaves, and yard waste and the disposal or handling of the resulting materials.
 - 2. Contractor may sell, give away, or find other suitable means of disposal of chips.
- D. The Contractor will be responsible for the receipt, storage, and final disposition of all materials collected by spreading, distribution, compost, biofuel or other acceptable means.

- E. Records to be Provided to the City of Ames: The Contractor will furnish records of site activity on City-provided forms to the City's representative as follows:
1. A report of the number of transactions per month per type of vehicle shall be submitted with monthly invoices (including free days).
 2. A report of the estimated volumes on a per-month basis.

III. FREE DAYS

- A. The site shall have five free days per contract period.
1. A free day allows drop off at no charge to customers. These days are not intended for commercial or governmental entities.
 2. Free days will extend normal hours of operation to 8:00 a.m. to 4:00 p.m.
 3. The five free days will be one Saturday in April and, typically, the first four Saturdays in November. These four days may be adjusted upon notice of the Owner's representative.
 4. The April Saturday will be designated each year by the Owner's representative.
 5. The April free day, and one of the free days typically held in November (to be designated by the Owner's representative), shall include disposal of grass, leaves, garden waste, **and brush**.
 6. The remaining three free days (typically held in November), which will be designated each year by the Owner's representative, shall include disposal of grass, leaves, and garden waste only (no brush).
- B. The City of Ames will provide advertising to inform citizens of free day dates, times, and location of the free days.
- C. The City of Ames reserves the right to add free days at the price indicated on the Proposal Form. The City has added a free day two times over the past eight years.

IV. STORM DAMAGE TREE CLEANUP (OPTIONAL – NOT REQUIRED)

- A. Contractor will be the designated site to handle tree debris from an Intermediate City Response (25% damage in at least one district). See appendix "A" for the City Storm Damage Cleanup Policy.

V. RATES

- A. **Contractor rates for various types of vehicles shall be submitted with proposal.** These rates will be considered in the evaluation process. Rates will remain firm throughout the contract period.
- B. Contractor rate changes must be approved by the City of Ames prior to contract renewal periods. Rates will remain firm throughout each contract period.

VI. PAYMENT FOR YARD WASTE DISPOSAL SERVICES

- A. The successful contractor will furnish and operate a yard waste disposal site in accordance with City of Ames requirements.
 - 1. The City of Ames will pay the Contractor a monthly fee during each month of the nine months during the contract period. Invoices shall be submitted to the Owner's representative.
 - 2. The City of Ames will pay the Contractor a per-day fee for each free day. This fee is for any projected shortage in revenue for that day.
 - a. Grass, leaves and garden waste only.
 - b. Grass, leaves, garden waste, and brush.
 - 3. If the optional bid for Storm Damage Tree Cleanup is accepted by the purchaser, the City of Ames will pay the Contractor a per-day fee for each day the City schedules free drop-off for that occurrence.
 - 4. The Contractor shall retain all other revenue from customer charges.

VII. INSURANCE REQUIREMENTS

- A. The successful bidder shall furnish evidence of insurance coverage in accordance with the Special Conditions.

VIII. SUBMISSION OF PROPOSALS

- A. All proposals shall be submitted on City of Ames forms included with these documents.
- B. Submission of proposals shall be in accordance with the requirements stated herein.
- C. Proposals must be accompanied by all requested information to allow thorough consideration of all alternatives.
- D. The proposal form shall be accompanied by a general outline of proposed staffing of the site, location of the proposed site, traffic control for the proposed site, equipment available for use under this contract, and the details of the proposed fee structure.

IX. EVALUATION CRITERIA

- A. Evaluation will be based on consideration of the following criteria:
 - 1. Convenience and cost to citizens and commercial customers.
 - 2. Cost to the City of Ames.
 - 3. Location of proposed yard waste disposal site.
 - 4. Impact and completeness of litter disposal and traffic control plans.
 - 5. Bidder's experience with waste collection and disposal, and other qualifications.
 - 6. Satisfaction from previous contracts with the City of Ames.
 - 7. Completeness of information submitted with proposals.
 - 8. Costs of the proposed contract renewal periods.
- B. The City of Ames reserves the right to waive informalities, reject any or all proposals, and/or to make such award as deemed to be in the best interests of the City of Ames.

PROPOSAL FORM

To provide all labor, equipment, materials, supervision, transportation, and other components as specified herein to the City of Ames, Iowa.

Name of Bidder _____

To the City of Ames, Iowa:

Pursuant to and in compliance with the Notice of Request for Proposals and the instructions to bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish the services/equipment/materials as specified in the specifications forming a part of these contract documents and in accordance with addenda numbers ____, ____, and ____ for the following prices.

Furnish and operate a yard waste disposal site in accordance with City of Ames requirements. Contractor to establish and submit fee schedule.	
Annual fee (April 1 through December 15), to be paid to the Contractor by the City of Ames for each contract period.	\$ _____

**The above annual fee will be paid over the 9-month contract period:
(The above annual fee will be divided by 9)**

Per-day fee, to be paid to the Contractor by the City of Ames for each Free Day. This fee is for any projected shortage in revenue during free day.	
Grass, Leaves, & Garden Waste: (Three of the five free days)	\$ _____ Per Day
Grass, Leaves, Garden Waste, and Brush: (Two of the five free days)	\$ _____ Per Day

OPTIONAL: STORM DAMAGE TREE CLEANUP

Bidding Optional Storm Damage Tree Cleanup: Yes _____ No _____

Per-day fee, to be paid to the Contractor by the City of Ames for each day that is declared as free drop off due to storm damage tree cleanup.	
	\$ _____ Per Day

All above prices must be entered in the appropriate box.

Proposed site location (attach map): _____

(Site will be inspected and must be in compliance with zoning and site plan requirements)

CONTRACT RENEWAL OPTIONS:

The City of Ames reserves the right to renew this contract for up to two additional contract periods, if agreeable to both the City and the contractor at renewal time. Prices are to remain firm throughout each contract period. Renewal periods are further subject to approval of funding for this project by the Ames City Council.

Contract Period	Annual Fee	Per-Day Fee (A)*	Per-Day Fee (B)**
4/1/16 – 12/15/16	\$	\$	\$
4/1/17 – 12/15/17	\$	\$	\$

Per-day fee, to be paid to the Contractor by the City of Ames for each Free Day.

*(A) Grass, Leaves, and Garden Waste (Three of the five free days)

** (B) Grass, Leaves, Garden Waste, and Brush (Two of the five free days)

OR

<u>Contract Period</u>	<u>Percentage Increase (applied to all three fees)</u>
4/1/16 – 12/15/16	_____ %
4/1/17 – 12/15/17	_____ %

The City will award this contract based on the criteria noted in the noted in the previous section IX.

The prices quoted herein are exclusive of all taxes such as sales and use taxes. The City of Ames is exempt from the following taxes: State of Iowa Sales and Use Taxes by Certificate No. 85-499, and Manufacturer's Federal Excise Tax by Registration No. A-102678.

Company Name of Bidder _____

Address of Bidder _____

City, State, & Zip Code _____

Signature of Authorized Agent _____

Printed Name and Title _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Check appropriate box:

- Individual/Sole Proprietor Corporation Partnership Other

Please Provide Taxpayer Identification Number (TIN): _____ - _____

Name of Bidder _____

EQUIPMENT: Bidder certifies that he or she currently has, or intends to acquire, the following equipment for use in this operation if awarded this contract:

SUBCONTRACTORS: Bidder proposes the following subcontractors to meet the needs of the contract:

STAFFING: Bidder proposes the following staffing outline for use in this operation if awarded contract:

Submittal Forms – Due prior to 5:00 p.m. local time on October 3, 2012

- This Proposal Form (Pages 11, 12, & 13)
- Contractor dumping rates (bags, cars, trailers, trucks, and etc.)
- Site Map
- Plan for litter, illegal dumping, clean up, traffic control on the two most direct routes to the site, and dust control for the two most direct routes to the site if they are gravel or rock road.