



Division of Public Works .
1000 South Houser St.
Muscatine, IA 52761

Recycling Center and Transfer Station

Phone (563) 263-9689

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MEMORANDUM

To: Mayor and City Council Members

Recycling Center

Transfer Station

Cc: Gregg Mandsager, City Administrator

Landfill Operations

Refuse Collection

From: Laura Liegois, Solid Waste Manager

Date: August 30, 2013

Re: Request to enter into an agreement for Compost Site with Country Stone

Introduction:

Staff is proposing a one year agreement with Country Stone for assistance with grinding, screening, and removal of excess compost and wood mulch materials at the Muscatine Compost Site.

Background:

The City of Muscatine has been in an agreement with Country Stone of Milan, Illinois, for the past year to grind, screen, and remove excess compost and wood mulch from the Muscatine Compost Site. Country Stone operates in the Midwest to handle wood and compost products. They have numerous other agreements with municipalities for compost services.

The attached agreement has two changes in this agreement. The first change is for damages to the Compost Site that occur by Country Stone. If Country Stone damages the site, both the City and Country Stone will discuss measures for remediation. The second change is for the quantities of materials for each party involved in the agreement. The changes are due to less material projected for the next year at the Compost Site.

The agreement also details the responsibilities of both parties. The City will maintain the site, observe materials received, and turn the compost materials. In return, Country Stone will mulch wood materials for wood mulch and screen compost when their screen is on site. The materials left on site will be used for our residents and city facilities.

There is no monetary value in this contract of exchange services. For the 2013-2014 budget, staff did not budget for wood chipping due to our previous agreement with Country Stone. Entering into an agreement with Country Stone would allow the expense of \$15,000.00 to stay out of the operations budget for the Compost Site for wood chipping.

Recommendation for Request to Enter Agreement:

Staff recommends the City of Muscatine enter into an agreement with Country Stone for services to remove access materials from the Compost Site. In return, Country Stone's ability to provide wood mulching and screening of compost would continue to assist with operational budget expenses for the Compost Site.

Compost Site Material Agreement Between The City of Muscatine and Country Stone

This Agreement is made between The City of Muscatine (City) and Country Stone on September 5, 2013.

The City operates the Muscatine Compost Site for residents and businesses in Muscatine, Iowa. Items accepted include the following: trees, brush, leaves, grass clippings, and any plants that are grown in a residential yard. No food or animal waste is permitted or allowed. The Compost site is normally operated from early spring to late fall each year.

Country Stone in Milan, Illinois operates a service that specializes in compost and mulch services. To advance their services, Country Stone is seeking more volume of material from compost sites such as the one the City operates.

The following agreement between the City and Country Stone includes the ability for Country Stone to have access to compost and wood for mulch for their business needs. In return, Country Stone will mulch the amount of trees and screen compost for the City as requested. No monetary value is placed on this service.

The following terms will be followed by the City for Country Stone:

1. Operate the Compost Site by accepting brush, trees, leaves, grass clippings, and plants grown on residential properties.
2. The City will provide a Compost Site Attendant during operational hours for Compost Site use only.
3. Windrow the rows of leaves and grass clippings to create compost.
4. Maintain the quality of materials avoiding items that are considered trash or non-compostable in the compost or brush areas.
5. Allow use of the scale during regular business hours the Muscatine Recycling Center and Transfer Station of Monday – Friday 7:00 A.M – 3:30 P.M and Saturdays 8:00 A.M. – Noon.
6. Allow Country Stone the ability to work in the site when the Compost Site is not open to the public during the closed season or during closed hours.

Country Stone will follow the following terms for the City:

1. Country Stone will mulch trees and screen compost for the City, in the desired amount needed for residential use.
2. Country Stone will provide their own grinder, screener, loader, fuel, trucks, and labor for processing materials and hauling.
3. Country Stone will not hold the City liable for damage to their equipment during processing or hauling of materials.
4. Country Stone will grind 1000 cubic yards or less depending upon the need of City facilities of mulch left on site.
5. Country Stone will have 1000 cubic yards or less depending upon the need of City facilities of compost left on site. Country Stone will assist with screening of compost for the City, when screener is on site.

Both parties agree to incorporate and maintain a good working relationship in the best interest of the residents serviced in the City of Muscatine.

In the event that the Compost Site has damaged occur due to operations of Country Stone's staff, the City and Country Stone will meet to discuss the damages. Discussion on repair and cost that is in reason will be explored to resolve the issue. The Solid Waste Manager for the City and the Operations Manager for Country Stone will discuss options to remediate the problem, if one were to occur.

Term of Contract

This Agreement is for a term of one year beginning September 5, 2013 and ending September 5, 2014. The City and Country Stone may extend this Agreement for periods of one (1) year at a time under conditions they mutually agreed upon by giving notice of the exercise of this option ninety (90) days prior to the expiration of the then current term of this Agreement. In the event the parties elect to extend the term of Agreement, the terms of this Agreement shall remain in full force and effect during the renewal term(s), except for such terms as the parties may modify or amend.

Termination

This Agreement may be terminated by either party upon 30 days written notice to the other or any the mutual agreement of the parties.

Effect of Termination

The conditions of this Agreement shall remain in effect for all materials delivered prior to the effective date of termination.

The following are the responsible officials in the contract:

The City of Muscatine
Muscatine Recycling Center and Transfer Station
Laura Liegois – Solid Waste Manager
1000 S. Houser St.
Muscatine, Iowa 52761
563-263-9689

Country Stone
Gabe VanLandschoot – Operations Manager
PO Box 1160
Milan, IL 61264
563-529-0054

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Country Stone

By: _____

Date: _____

Name: _____
Owner

Attest: _____

City of Muscatine, Iowa

By: _____
DeWayne Hopkins - Mayor

Date: _____

Attest: _____
Gregg Mandsager – City Administrator