



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

Recycling Center and Transfer Station

Phone (563) 263-9689
Fax: (563) 263-9689

MEMORANDUM

To: Mayor and City Council Members

Recycling Center
Transfer Station
Landfill Operations
Refuse Collection

Cc: Gregg Mandsager, City Administrator

From: Laura Liegois, Solid Waste Manager

Date: October 14, 2011

Re: Request to enter into an agreement for Compost Site with Complete Ground Maintenance

Introduction:

A request that the City of Muscatine enter into a one year agreement with Complete Ground Maintenance for assistance with excess compost and wood mulch materials at the Muscatine Compost Site.

Background:

Complete Ground Maintenance (CGM) of Davenport, Iowa contacted the Solid Waste Division of Public Works with an interest in the excess wood waste and compost that is at the Muscatine Compost Site. The use of the material for CGM is to assist with their mulch and compost products. It is a common practice of companies such as CGM to utilize material from other compost sites similar to Muscatine's site.

The agreement attached with the memo details what the City is responsible for in our normal operations of the Compost Site. It also details the responsibilities of CGM. The City will maintain the site, observe materials received, and turn the compost materials. In return, CGM will mulch wood materials for wood mulch and screen compost, when their screen is on site for the City. 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. However, the current Compost Site budget has \$15,000.00 for wood mulching. The current total budget amount of operational cost is \$31,500.00. Utilizing this service with CGM would decrease the budget expenses to \$16,500.00 for the Compost Site operations.

Recommendation for Request to Enter Agreement:

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

**Compost Site Material Agreement Between
The City of Muscatine and Complete Ground Maintenance**

This Agreement is made between The City of Muscatine (City) and Complete Ground Maintenance (CGM) on October 20, 2011.

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.

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

The following agreement between the City and CGM includes the ability for CGM to have access to compost and wood for mulch for their business needs. In return, CGM 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 CGM:

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 CGM 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.

The following terms will be followed by CGM for the City:

1. CGM will mulch trees and screen compost for the City, in the desired amount needed for residential use.
2. CGM will provide their own grinder, screener, loader, fuel, trucks, and labor for processing materials and hauling.
3. CGM will not hold the City liable for damage to their equipment during processing or hauling of materials.
4. CGM will grind 1500 cubic yards of wood mulch for the City's use for residents and City facility.
5. CGM will have 2000 cubic yards or less depending upon the need of City facilities of compost left on site. CGM 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.

Term of Contract

This Agreement is for a term of one year beginning October 20, 2011 and ending October 20, 2012. The City and CGM 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

Complete Ground Maintenance
Gabe VanLandschoot – Owner
16865 208th St.
Davenport, Iowa 52806
563-529-0054

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

Complete Ground Maintenance

By: _____

Date: _____

Name: _____

Date: _____

Gabe Vanlandschoot – Owner

Attest: _____

City of Muscatine, Iowa

By: _____
Richard W. O' Brien

Date: _____

Attest: _____
Gregg Mandsager – City Administrator