

To: Mayor and City Council
Cc: Gregg Mandsager, City Administrator
Brian Stineman, Public Works Director
From: Kristy Korpi, Solid Waste Manager
Date: Monday, August 14, 2017
Re: Request to extend annual service contract with Midland Davis

Introduction: Midland Davis provides wood grinding services for the City of Muscatine Solid Waste Division at The Compost Site. The City operates the compost site for residents and businesses in Muscatine, Iowa. Items accepted include: trees, brush, leaves, grass clippings and any plants grown in a residential yard. The Compost Site is normally operated from early spring until late fall each year. 2017 has proven to be a banner year for brush with a tornado in March and several June windstorms that followed. City construction projects also contribute to the brush pile. The budgeted amount for fiscal years 2016-17 and 2017-2018 was/is \$50,000.00. The price for grinding is \$485.00 per hour with a 62 cent discount for the first 24 hours of service.

Recommendation: The contract with Midland Davis was negotiated in 2015. A one year extension was approved in 2016. The terms of the contract state that it may be extended for a period of two years. Staff recommends an additional one year extension of the grinding contract with Midland Davis. We have been satisfied with their performance and response time.

**Compost Site Grinding Agreement Between
The City of Muscatine and Midland Davis**

This Agreement is made between The City of Muscatine (City) and Midland Davis on October 1, 2017.

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.

Midland Davis Corp. located in Moline, IL, provides wood grinding services. Midland Davis has all the equipment and staff to grind wood and compost material at the City's Compost Site.

The following agreement, the City will pay Midland Davis \$11,625.00 for the the first 24 hours of grinding service and \$485.00 per hour for the any additional hour after 24 hours on site.

The following terms will be followed by the City for Midland Davis :

1. Maintain the quality of materials avoiding items that are considered trash or non-compostable in the compost or brush areas.
2. Allow Midland Davis 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.
3. Give adequate notice for Midland Davis to arrive on site with equipment to grind.

Midland Davis will follow the following terms for the City:

1. Midland Davis will mulch trees and compost for the City, in the desired amount requested.
2. Midland Davis will provide their own grinder, loader, fuel, trucks, and labor for processing materials and hauling.
3. Midland Davis will not hold the City liable for damage to their equipment during processing of materials.

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 1, 2017 and ending September 30, 2018. The City and Midland Davis may extend this Agreement for a period of two (2) years

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
Kristy Korpi, Solid Waste Manager
1000 S. Houser St.
Muscatine, Iowa 52761
563-263-9689

Midland Davis
Mitch Davis, Vice President
3301 4th. Ave.
Moline, IL 6723
309-764-6723

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

Midland Davis

By: _____
Mitch Davis – Vice President

Date: _____

Attest: _____

City of Muscatine, Iowa

By: _____
Diana Broderson - Mayor

Date: _____

Attest: _____
Gregg Mandsager – City Administrator