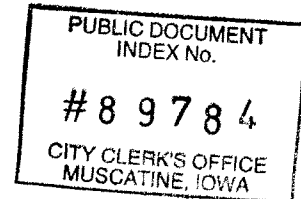


MEMO
May 25, 2006



To: A.J. Johnson, City Administrator
From: Richard Klimes, Director of Parks and Recreation *Richard Klimes*
Subject: Amendment to Greenwood Cemetery Business Office Operations Agreement

Attached is a letter of intent from Mr. Randy Geurink, Manager, Peter Troost Monument Co., Inc., DBA: Iowa Memorial Granite Co. requesting to amend the Greenwood Cemetery Business Office Operations Agreement. As you can see from the before mentioned letter, the request is to extend the agreement for two additional years with no other changes to the agreement's terms and conditions.

After staff review and consultation with the City Attorney, it is recommended that the City Council approve the attached amendment for the Greenwood Cemetery Business Office Operations Agreement. The current agreement is due to expire on June 30, 2006.

As you will recall, this operations agreement was necessary due to a staffing reduction in the Cemetery FY 02/03 Budget. The current service provider is paid \$600.00 per month and has exceeded the expectations of this agreement as outlined in the terms and conditions.

Thank you for your time and attention to this matter. Please feel free to contact me if you have any questions or concerns.

C: Les Dennis, Park Maintenance Supervisor
Mr. Randy Geurink, Manager
Mr. Harvey G. Allbee Jr., City Attorney

**AMENDMENT TO GREENWOOD CEMETERY
BUSINESS OFFICE OPERATIONS AGREEMENT**

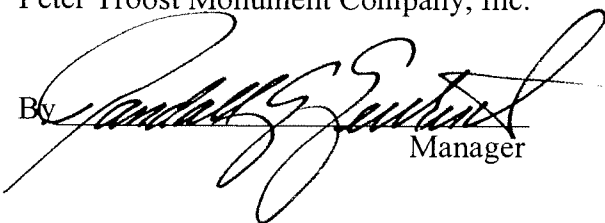
It is hereby agreed by and between the City of Muscatine, Iowa, hereinafter referred to as "City", and Peter Troost Monument Company, Inc., doing business as Iowa Memorial Granite Company, hereinafter referred to as "IMGC", as follows:

1. The Greenwood Cemetery Business Office Operations Agreement hereinafter referred to as the "Agreement" by and between the City and C.C.S.D., Inc., doing business as Iowa Memorial Company for the term beginning March 1, 2004 and continuing through June 30, 2005, as amended on June 16, 2005, by Amendment between the City and IMGC, attached hereto and by this reference made a part hereof, extending the term through June 30, 2006, is hereby amended as follows:

- a. The beginning date of the Agreement as amended shall be July 1, 2006.
- b. The term of the Agreement shall begin July 1, 2006 and continuing through June 30, 2008.

IN WITNESS WHEREOF the parties have executed this Amendment on the 15th day of June, 2006.

Peter Troost Monument Company, Inc.

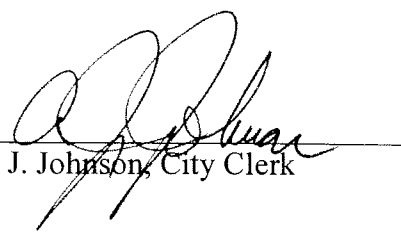
By 

Manager

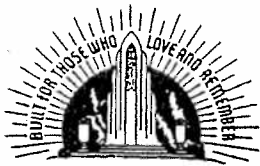
City of Muscatine, Iowa

By 

Richard W. O'Brien, Mayor

Attest: 

A. J. Johnson, City Clerk



IOWA MEMORIAL GRANITE COMPANY

Monuments and Markers of Everlasting Beauty

2469 33rd St. South • Muscatine, IA 52761 • 563-263-4515

MEMORANDUM

May 10, 2006

To: Council Members, City of Muscatine

Please accept this letter of intent to extend our agreement with the City of Muscatine for the operations of the Greenwood Cemetery Business Office.

PROPOSED AMENDMENTS for:

Greenwood Cemetery Business Office Operations Agreement

- A. Opening paragraph – made and entered into this 1st day of July, 2006
- B. Line Item #2 – beginning July 1, 2006
- C. Line Item #3 – The term of this agreement begins July 1, 2006 and continuing through June 30, 2008

Respectfully submitted,

Randall Geurink, General Manager
Peter Troost Monument Co., Inc.
Db: Iowa Memorial Granite Co.

**AMENDMENT TO GREENWOOD CEMETERY
BUSINESS OFFICE OPERATIONS AGREEMENT**

It is hereby agreed by and between the City of Muscatine, Iowa, hereinafter referred to as "City", and Peter Troost Monument Company, Inc. doing business as Iowa Memorial Granite Company, hereinafter referred to as "IMGC", as follows:

1. The Greenwood Cemetery Business Office Operations Agreement hereinafter referred to as the "Agreement" by and between the City and C.C.S.D., Inc. doing business as Iowa Memorial Company, for the term beginning March 1, 2004 and continuing through June 30, 2005, a copy of which is attached hereto and by this reference made a part hereof, is amended to provide that Peter Troost Monument Company, Inc., doing business as Iowa Memorial Granite Company, IMGC, agrees to assume all the responsibility to perform the terms and conditions of the Agreement.

2. The date at the end of Paragraph 2. is amended to provide as follows: "July 1, 2005".

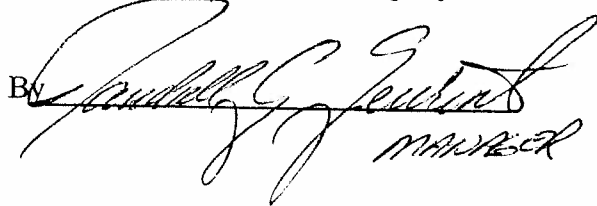
3. Paragraph 3. of the Agreement is amended to provide as follows: "The term of this Agreement begins July 1, 2005 and continues through June 30, 2006."

4. The beginning of the first line of Paragraph 12. of the Agreement is amended to provide as follows: "Prior to June 30, 2006, the completion of this agreement (July 1, 2005 to June 30, 2006)" and the following provisions of this Paragraph shall remain unamended.

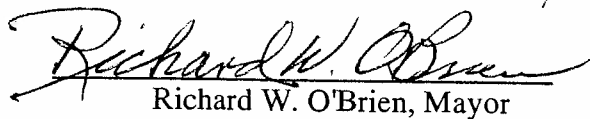
All other provisions of the agreement remain unamended.

IN WITNESS WHEREOF the parties have executed this Agreement on the 16th day of June, 2005.

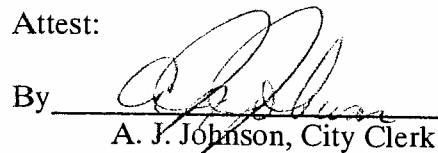
Peter Troost Monument Company, Inc.

By 
MANAGER

City of Muscatine, Iowa


Richard W. O'Brien, Mayor

Attest:

By 
A. J. Johnson, City Clerk



GREENWOOD CEMETERY BUSINESS OFFICE OPERATIONS AGREEMENT

It is hereby agreed by and between the City of Muscatine, Iowa hereinafter referred to as City, and C.C.S.D., Inc. doing business as Iowa Memorial Granite Company hereinafter referred to as IMGC, as follows:

1. IMGC agrees to provide business office operation services at Greenwood Cemetery in Muscatine, Iowa, under the direction of the Director of the Parks and Recreation Department of the City or his or her designee, including but not limited to the following:

Keeping necessary and appropriate records of all funerals and lot sales, computer and card file entry, daily log of income, funeral requests, routine communications with funeral directors, researching and locating lots, deed administration, responsible for handling money and making bank deposits, administration of private trust accounts including placing decorations on grave sites as required, receiving and tracking stone foundation orders, tracking and mailing statements for various services and conducting geneology services as requested.

2. City agrees that the payment to IMGC for the business office operation services is the sum of \$600.00 per month, during the terms of this agreement, said payments to be made monthly on the first day of the month beginning March 1, 2004.

3. The term of this agreement begins March 1, 2004 and continuing through June 30, 2005.

4. IMGC agrees that it will provide these services daily, that is Monday through Friday of each week, beginning at 8:00 o'clock A.M. to 4:00 o'clock P.M., except City recognized holidays, during the term of this Agreement

5. IMGC and City agree that should IMGC default in its performance of this agreement, the City may terminate this Agreement upon thirty (30) days notice to IMGC, in which case IMGC shall be liable to the CITY for any costs incurred by the default, including but not limited to securing alternate operation services, reasonable attorneys fees and costs which might be incurred by reason thereof.

6. City represents that it has not contracted with any other

party concerning the business office operation services as above provided and that IMGC has the exclusive rights to perform this agreement.

7. IMGC shall comply with all federal, state and local regulations.

8. IMGC shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to weather, strikes, riots, fires and acts of God.

9. IMGC shall provide a certificate of general liability insurance in the minimum amount of \$500,000 with the City as a named insured and agrees to indemnify and hold harmless the City, its employees, agents and city council from all liability arising from the services performed by IMGC and its employees or agents, including court costs, attorneys fees, costs of defense, settlement and any judgment rendered.

10. IMGC shall not permit any of the following practices:

a. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

b. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.

c. To discriminate against any individual in the performance of any obligation or the extension of services under this contract because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

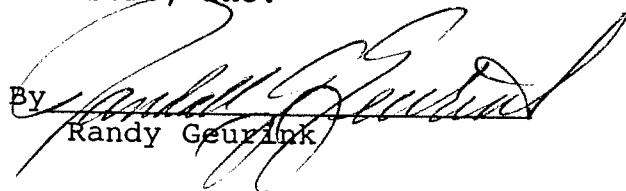
11. Time is of the essence of each provision in this Agreement and this document forms the complete agreement between the parties and any other arrangements or representations, written or oral, are hereby rescinded and replaced by this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

12. Prior to June 30, 2005, the completion of this agreement, IMGC and the City agree to enter good faith negotiations for an extension and/or adjustment of the terms and conditions to be mutually agreed upon by IMGC and City. Additionally, the City reserves the right to terminate this agreement if at such time the City decides to change the operational management of Greenwood Cemetery. At such time, IMGC will be given a thirty (30) day Termination of Agreement Notice.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate on the date first written.

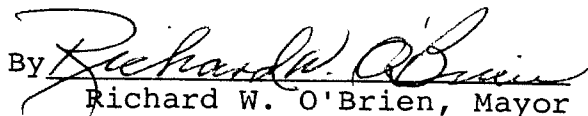
C.C.S.D., Inc.

By

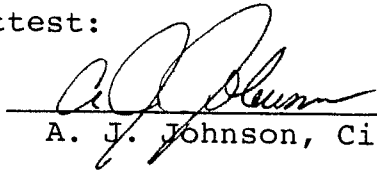

Randy Geurink

City of Muscatine, Iowa

By


Richard W. O'Brien, Mayor

Attest:


A. J. Johnson, City Clerk