



1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
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**Public Works**

**City Transit**  
263-8152

MEMORANDUM

**Equipment Maintenance**  
**Roadway Maintenance**  
**Collection & Drainage**  
**Building & Grounds**  
**Engineering**

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

FROM: Brian Stineman, Director of Public Works

DATE: February 23, 2017

RE: Request to Approve Security Fence and Maintenance Agreement Between City of Muscatine, Iowa and Grain Processing Corporation

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**INTRODUCTION:**

The City of Muscatine is the responsible entity for the Mississippi River Levee within the city limits of Muscatine, Iowa. The United States Army Corps of Engineers has requested as part of their annual inspection that a maintenance agreement be completed between the city and other entities that own property where the Mississippi River Levee has been constructed.

**BACKGROUND:**

The Public Works Department has taken on the responsibility of managing the Mississippi River Levee within Muscatine city limits to meet all requirements of the Corps of Engineers. One requirement is a security fence and maintenance agreement between the city and other property owners where fencing has been installed on the levee to prevent trespassing onto private property. This agreement with Grain Processing Corporation will set forth the requirements of each entity with regard to access to the levee and maintenance of the security fencing that GPC has installed on the levee.

**RECOMMENDATION/RATIONALE:**

The Public Works staff recommends signing the agreement to comply with the Corps of Engineers requirements.

**BACKUP INFORMATION:**

Security Fence and Maintenance Agreement Between City of Muscatine, Iowa and Grain Processing Corporation

**SECURITY FENCE AND MAINTENANCE AGREEMENT  
BETWEEN  
CITY OF MUSCATINE, IOWA AND GRAIN PROCESSING CORPORATION**

This Agreement is made and entered into effective the 22 day of FEBRUARY 2017, by and between the City of Muscatine, Iowa (hereinafter "City") and Grain Processing Corporation, 1600 Oregon Street, Muscatine, Iowa (hereinafter "GPC").

Whereas, GPC has installed a security fence within the right-of-way (or easement) of the Muscatine Island Levee District levee system (hereinafter "levee") in accordance with the Amended and Restated Security Fence Agreement dated February 2, 2012 and the Security Fence Agreement dated December 7, 2006; and

Whereas, the installed fence has been approved by the U.S. Army Corps of Engineers, Rock Island District (hereinafter "Corps"); and

Whereas, the City is responsible for the operation and maintenance of the levee located within the right-of-way of the levee; and

Whereas, this Agreement supersedes any previous security fence Agreements;

Now therefore, in consideration of the mutual promises hereinafter set forth, the City and GPC mutually agree as follows:

1. GPC shall be responsible, at GPC's own expense, for the removal of unauthorized encroachments and controlling vegetation to include, grass, brush and trees by mowing, trimming, spraying, and removing such vegetation. Such maintenance shall be done to the standards of the City and the Corps.
2. GPC shall be responsible for the maintenance and repair of the security fence at GPC's own expense.
3. GPC shall be responsible for removal and replacement of the security fence at GPC's own expense if it interferes with levee flood fighting, emergency response, maintenance and/or improvement.
4. The security fencing shall have gates installed at GPC's own expense as reasonably determined and approved by the City and the Corps to be necessary to allow access for levee flood fighting, emergency response, maintenance and/or improvement.
5. Any damage to the levee caused by the removal and/or replacement of the security fence shall be repaired by GPC to the pre-damage condition at GPC's own expense.
6. Failure on the part of GPC to meet any portion of the Agreement shall render the Agreement to be null and void, with the City to be able to remove the fence at GPC's own expense.
7. The City shall be granted vehicle and foot access on the levee right of way for regular inspection, maintenance and emergency response. Access shall be through the north or south guard gate or through a levee gate opened by GPC personnel. Such access shall be as unfettered as reasonably possible under the circumstances.

8. Notices required to be sent to either party shall be sent as follows:

To City:	City of Muscatine Public Works Department City Engineer 1459 Washington Street Muscatine, Iowa 52761	City of Muscatine City Hall City Attorney 215 Sycamore Street Muscatine, Iowa 52761
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To GPC:	Grain Processing Corporation Legal Department 1600 Oregon Street Muscatine, Iowa 52761	Grain Processing Corporation Engineering Department 1600 Oregon Street Muscatine, Iowa 52761
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9. This Agreement shall be binding upon GPC and any successors in interest to GPC.

Approved by action of the Muscatine, Iowa City Council.

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Diana L. Broderson, Mayor  
City of Muscatine, Iowa

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Date



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John C. Thorpe, President  
Grain Processing Corporation



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Date

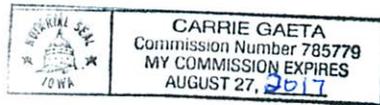
STATE OF IOWA, MUSCATINE COUNTY, SS:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2017, by  
Diana L. Broderson, Mayor of the City of Muscatine, Iowa on behalf of whom instrument was executed.

\_\_\_\_\_  
Notary Public

STATE OF IOWA, MUSCATINE COUNTY, SS:

This instrument was acknowledged before me on the 22 day of February 2017, by John  
C. Thorpe, President of Grain Processing Corporation on behalf of whom instrument was executed.



Carrie Gaeta  
Notary Public