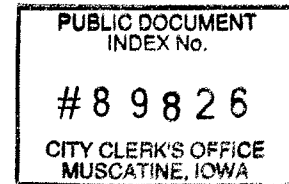


AGREEMENT
FOR USE
OF A RUBBLE FILL SITE



LOCATION OF SITE: The northernmost main ravine of a property located west of Lowe Street in the City of Muscatine, Iowa.

PROPERTY DESCRIPTION: That part of Lot 94 of the 5th Section of West Addition in the City of Muscatine, Iowa south of the south right-of-way line of Kemble Street extended.

OWNER OF SITE: Lynann K. Edkin of 11701-238th St. West, Illinois City, Illinois
(Owner)

USER OF SITE: City of Muscatine (City)

ARTICLES OF AGREEMENT

1. **ACCESS CONTROL:** In exchange for cleaning up the junk in the ravine, the Owner grants exclusive use to the City of Muscatine as a rubble fill site. The City will arrange logs and/or utility poles so as to block access to the ravine. Access to the site will be controlled via a cable hung between two locust trees located at the head of the ravine which will have a padlock that is controlled by the City. If illegal dumping becomes a problem, the City may install permanent gate posts close to the alley. The City is responsible for removing the gate and any posts at the completion of the fill.
2. **TYPE OF FILL:** The imported fill material shall be rubble as described in Iowa Administrative Code, Environmental Protection [567], Chapter 108, especially Sections 108.3 and 108.4(12), dated March 19, 2003. The existing on-site trees may be either buried as is, without cutting them down, or pushed over. The City is not required to cut off the tops of any buried trees. The rubble will be covered by dirt, but not topsoil, and rough graded. Dirt thickness will only be enough to cover the rubble unless the City has an excess to dispose of. Cover dirt will be placed within two years of completing the rubble fill operation. Compost may be substituted if not enough dirt is available within the two year time frame.
3. **AREA LIMITS:** The area of use shall extend westwardly until the top of the fill lines up with the western edge of a tongue of high ground located just south of the ravine. This distance will be no more than 200 feet west of the eastern property line of the parcel. The toe of the fill may extend further to the west, but in no case extend beyond the western property line.
4. **EROSION/SILT CONTROL:** The City will initially install three lines of silt fence along the bottom of the ravine to be filled. The City will maintain at least one operable silt fence during the course of the filling operation. If the site use falls under federal NPDES stormwater standards and the site area is expected to exceed one acre, any additional erosion control measures that are required will be

implemented and paid for by the City of Muscatine. This applies only to the filling operation and not any housing development. Landscaping (such as seeding, fertilizer, or mulch) is the responsibility of the Owner, unless it is required to meet the NPDES stormwater standards, in which case the City will provide at least broadcast seeding to accessible areas.

5. **TRANSFER OF AGREEMENT:** If the Owner transfers the property, this agreement shall be transferred to the new owner as a condition of the sale.
6. **TERMINATION OF AGREEMENT:** Any violation of the Articles of Agreement shall be grounds for termination of this agreement by the Owner. In such a case, the City of Muscatine shall be given 90 days written notice prior to its discontinuing use of the site. The City of Muscatine may terminate the agreement at any time, but a premature termination, prior to completing the fill, voids the City's right to exclusive use and the Owner is not obligated to reimburse the City for initial cleanup expenses.
7. **HOLD HARMLESS:** The Owner agrees to indemnify and hold harmless the City, its employees, agents and officers from all liability and claims of any kind arising from the services performed under the terms of this Agreement by the City and its employees or agents, including court costs, attorneys fees, costs of defense, settlement and any judgment rendered.
8. **INSURANCE:** The City will provide the Owner with an acceptable certificate of insurance from time to time upon request of the Owner.

OWNER


Lynann K. Edkin

Date

6/30/06

CITY OF MUSCATINE


Richard W. O'Brien, Mayor

Date

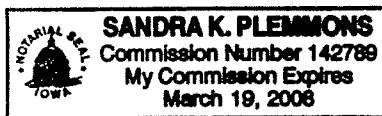
July 6, 2006

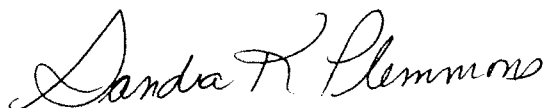

A. J. Johnson, City Administrator

Date

July 6, 2006

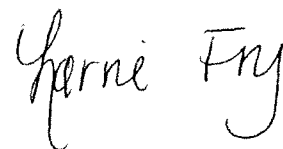
Notary Seal:





Notary Seal:





Donelson, Fran

From: Hill, Randy
Sent: Friday, June 30, 2006 2:44 PM
To: Johnson, AJ
Cc: Donelson, Fran; McDonald, Rob
Subject: Agreement for Use of a Rubble Fill Site

AJ -

We are requesting the City Council to Approve An Agreement for Use of a Rubble Fill Site located in the northernmost main ravine of a property located west of Lowe Street in the City of Muscatine. This property is owned by Lynann K. Edkin.

The City has used Greenwood Cemetery as a rubble fill site for many years, but the site is now filled, and a new location is required. The City uses a rubble site for many city construction projects. Rubble is clearly defined by State DNR regulations (Iowa Administrative Code, Environmental Protection [567], Chapter 108, Sections 108.3 and 108.4(12)) and consists primarily of P.C.C. and A.C.C. material. The rubble will be covered by dirt, but not topsoil, and rough graded. The City will clean the existing debris from the site (\$3,300) and in exchange the Owner grants exclusive use to the City of Muscatine as a rubble fill site. The City will arrange logs and/or utility poles so as to block access to the ravine. Access to the site will be controlled via a cable hung between two locust trees located at the head of the ravine which will have a padlock that is controlled by the City. If illegal dumping becomes a problem, the City may install permanent gate posts close to the alley.

We would expect this site to last for several years. If you have any questions, please contact me.