

**Memorandum of Understanding
Between City of Muscatine and Canadian Pacific Railroad**

This Memorandum of Understanding is entered into on this Eight day of April, 2015 by and between the City of Muscatine ("CITY") and the Canadian Pacific Railroad ("CPRR").

WHEREAS, the CITY has recently experienced an interruption and displacement of traffic patterns due to the 2014 flooding and subsequent construction by CPRR of elevating the railroad tracks along the Mississippi Drive Corridor; and

WHEREAS, the CITY has recently experienced an interruption in access to its Riverfront due to the 2014 flooding and subsequent construction by CPRR of elevating the railroad tracks along the Mississippi Drive Corridor; and

WHEREAS, CPRR wishes to continue to elevate certain railroad tracks throughout the City, specifically along the Mississippi Drive Corridor, to avoid future flooding impact on their business and to improve, modernize and enhance certain crossings, access points and other associated infrastructure of its railroad operation that will impact future Mississippi Drive Corridor reconstruction projects; and

WHEREAS, the CITY is willing to work cooperatively with CPRR to accommodate the impact of elevating the railroad tracks to their final level along the Mississippi Drive Corridor; and

WHEREAS, the CITY and the State of Iowa Department of Transportation (IDOT) require the restoration of the American with Disabilities Act (ADA) crossings at Cedar Street and Iowa Avenue; and

WHEREAS, the CITY and CPRR agree that the results from the elevation of the railroad tracks impact street reconstruction, infrastructure improvements and modernization of CPRR's crossing and access points should be coordinated so as to minimize the costs to the CITY and facilitate the objectives of both parties; and

WHEREAS, the parties wish to enter into this Memorandum of Understanding outlining the initial steps to be taken with the understanding that a more definitive contract, acceptable to both parties will ultimately be executed; and

IT IS THEREFORE AGREED, by and between the CITY and CPRR as follows:

1. CPRR desires to raise its tracks in stages over the next 2 years in order to avoid future disruptions from flood events. The CITY and CPRR agree to work cooperatively in order to achieve this objective and to create a schedule for the desired work acceptable to both parties.
2. As a part of the Mississippi Drive Corridor Reconstruction Project, CPRR will, at its own cost, restore each of the existing railroad crossings and entrances to the riverfront area, as designated on project specifications, so that they comply with all applicable Iowa Department of Transportation requirements and meet all of the accessibility and design requirements imposed by federal law including, but not limited to, the Americans with Disabilities Act (ADA) as amended.
3. The CITY requires CPRR to upgrade certain segments of the Mississippi Drive Corridor infrastructure including but not limited to raising Mississippi Drive and reconstructing the Papoose Creek Crossing to accommodate the final level of the railroad tracks.
4. CPRR will fund the costs of surveying, engineering, compliance, mitigation, property acquisition and construction of sections of the Mississippi Drive corridor necessitated by elevating the railroad tracks.
5. CPRR has provided site topography surveys to the CITY. The CITY will work with its engineering team to provide cost estimates for raising Mississippi Drive and other corridor features, including infrastructure and properties, impacted by elevating the railroad tracks. If the CITY needs to utilize additional contracted engineering services, it will provide quotes from a qualified engineering firm and present it to CPRR before moving forward.
6. Upon receipt of all final surveys, drawings, plans and specification which have been approved by the CITY, CPRR and other funding participants, private or governmental, the parties agree to enter into a more detailed agreement outlining costs, timelines, and responsibilities for each phase of the project.
7. CPRR will continue to maintain, repair or replace the temporary crossings at Cedar Street and Iowa Avenue as necessary to provide access to the City's riverfront until the final completion of the Mississippi Drive Corridor Reconstruction Project, including ADA compliance.
8. In the event the work being performed by CPRR or the CITY requires any environmental surveys, studies or remediation resulting from the elevation of the railroad tracks or maintaining the structural integrity of the Papoose Creek Sewer, CPRR will be responsible for the costs of said surveys, studies, construction and/or remediation.
9. The CITY and CPRR will work cooperatively on other areas along the railroad

tracks further south on the Mississippi Drive Corridor which may include the CITY or a city utility relocating, altering or burying overhead utilities in exchange for CPRR building a retaining wall, with specifications and materials acceptable to the CITY, to eliminate any potential interference with the tracks.

10. During the term of this agreement and the final agreement contemplated by paragraph 6, CPRR will provide landscaping acceptable to the CITY around the switch station near Iowa Avenue.

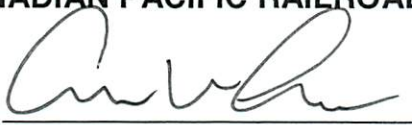
11. Both parties acknowledge and represent that they are authorized to enter into this Agreement and that the terms and conditions are binding upon the parties, their officers, members, successors and assigns.

CITY OF MUSCATINE

By: 

Its: MAYOR

CANADIAN PACIFIC RAILROAD

By: 

Its: DIRECTOR - PROJECTS