



City of Muscatine

ITEM NUMBER 2024-0017

AGENDA ITEM SUMMARY

DATE: 1/18/2024

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Request to Approve the Agreement Between the City of Muscatine and the Jane Robinson Living Trust to Apply Biosolids to Land Owned by the Trust for a Term of 10 Years.

EXECUTIVE SUMMARY

Request to approve the agreement between the City of Muscatine and the Jane Robinson Living Trust for the application of biosolids to land owned by the trust for a term of 10 years. This is 160 acres of the approximately 1000 available acres for land application of biosolids.

STAFF RECOMMENDATION

Staff recommends approving this agreement.

BACKGROUND/DISCUSSION

This is one of three agreements the City has with landowners to apply biosolids generated by the City's Water and Resource Recovery Facility. The City applies biosolids to between 400 and 600 acres of land per year depending on crop rotation. This contract will be for a term of 10 years instead of 5 years as it has been in the past. This will help in planning for future application seasons and is in line with the other agreements the City has with other landowners. The other agreements with Lutheran Homes and Hahn will expire in 2031 and 2030 respectively.

CITY FINANCIAL IMPACT

There is no cost for this agreement. It would cost considerably more to transport biosolids to another location.

ATTACHMENTS

1. Robinson Contract.24

AGREEMENT TO LAND APPLY LIQUID BIOSOLIDS

ON AGRICULTURAL LAND

This agreement entered into this 06th day of February, 2025, by and between the City of Muscatine, Iowa, ("City"), and Jane Robinson Living Trust ("Robinson").

WHEREAS, the City owns and operates a Publicly Owned Treatment Works which generates liquid biosolids that the City has a need to spread upon agricultural land, and

WHEREAS, Robinson owns agricultural real estate located near to the City and desires that the City spread the liquid biosolids upon its agricultural land.

NOW THEREFORE IN CONSIDERATION of the mutual agreements and covenants provided herein, the parties agree as follows:

1. Subject to the limitations and restrictions set forth or referred to in this agreement, Robinson grants to the City the right to spread liquid biosolids upon agricultural land owned by Robinson and the City agrees to spread liquid biosolids all in accordance with the rules and regulations prescribed therefore by the applicable federal, state, and local regulatory agencies. The City has the right to spread (allocate) available biosolids on a priority basis first to land owned by Lutheran Homes (Lutheran Homes Society). Robinson in its turn is to receive available biosolids to the extent Robinson in its turn can benefit therefrom. The application or spreading of biosolids is to be by knifing same into the soil at a depth of approximately eight inches below the ground surface. The schedule of the times of the spreading of the liquid biosolids will be mutually agreed upon by farm operator and the City and shall be changed if Robinson or Robinson's representative is of the opinion that such change is necessary or advisable because of the then condition of the farm land in order to maintain good farming practices.
2. Robinson also grants to the City an easement for the operation and maintenance of the biosolids distribution systems on the property. The City may change the location of the fixed portion of the distribution system at any time at City's expense so long as the work of relocating the same and its presence after being relocated does not materially interfere with the efficiency of the farming operation. The City agrees to reimburse the farm operator or Robinson for any actual damages caused to the real estate or growing crops in the relocation, operation, and maintenance of the biosolids distribution system.
3. The right of the City to operate and maintain the liquid biosolids distribution system and the spreading of the liquid biosolids upon the agricultural land of Robinson shall begin February 06th, 2025, and continue through December 31st, 2034, thereafter at which date such rights shall terminate. This Agreement may be extended or renewed by mutual agreement of the City and Robinson.

Signature: Cinda Hilger
Cinda Hilger (Jan 19, 2024 14:34 CST)

Email: chilger@muscatineiowa.gov

4. The City hereby agrees to indemnify, defend, and hold harmless Robinson, its officers, directors, and employees from and against any and all claims, loss, damages, expenses, penalties, or fines, arising out of or concerning the City's operations pursuant to this agreement, including but not limited to attorney fees and the costs of any clean up or fines imposed because of pollution caused or alleged to be caused by the spreading of the liquid biosolids by the City.
5. In the event the analysis of the liquid biosolids at any time shows that it contains matter, chemicals, or substances in such amounts which under the standards, rules, and regulations of the governmental agencies above referred to would make said liquid biosolids unsuitable or not recommended for application to agricultural lands, then such liquid biosolids shall not be applied.
6. The City agrees to provide a written annual report of the analysis of the biosolids applied to this land to the owner and/or the renter of the land.
7. The City agrees that if the City becomes aware of any changes in governmental rules and regulations regarding the spreading or legally allowed contents of the liquid biosolids, the City will notify the landowner within 45 days. The landowner will then have the option to end the contract within 60 days of notification or before such changes go into effect.
8. This agreement shall be binding upon the parties hereto, their successors and assigns.

Executed in duplicate at Muscatine, Iowa, the date first hereinabove written.

City of Muscatine

Owner

Jane Hoopes Robinson Living Trust

By BBK
Bradley Bark, Mayor

By Jane Hoopes Robinson
Jane Hoopes Robinson, Trustee

ATTEST Carol Webb
Carol Webb,
City Administrator