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WATER & RESOURCE RECOVERY FACILITY

MEMORANDUM

To: Richard Klimes, Interim City Administrator

CC: Nancy Lueck, Finance Director
Cinda Hilger, Secretary

From: Jon Koch, WRRF Director

Date: December 9, 2019

Re: Robinson Biosolids Application Agreement

INTRODUCTION: Jane Hoopes Robinson (Robinson) owns 160 acres of land that the City applies biosolids to as crop rotation allows. The current agreement with Robinson expires December 31st, 2019, and must be renewed at this time.

BACKGROUND: The City holds multiple agreements with landowners to apply biosolids produced by the Water and Resource Recovery Facility annually. The Robinson agreement was for five years as requested by the owner. These agreements are necessary to maintain the biosolids distribution system that crosses underground as well.

RECOMMENDATION/RATIONALE: City staff recommends approval of the Agreement To Land Apply Liquid Biosolids On Agricultural Land between Jane Hoopes Robinson Living Trust and the City of Muscatine.

BACKGROUND:

1. Agreement To Land Apply Liquid Biosolids On Agricultural Land

AGREEMENT TO LAND APPLY LIQUID BIOSOLIDS
ON AGRICULTURAL LAND

This agreement entered into this ____ day of December, 2019, by and between the City of Muscatine, Iowa, (“City”), and Jane Hoopes Robinson Living Trust (“ROBINSON”)

WHEREAS, the City owns and operates a Water Pollution Control Plant 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 hereto 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 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 ROBINSONS’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 system 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 January 1st, 2020, and continue through December 31st, 2024 thereafter at which date such rights shall terminate. This Agreement may be extended or renewed by mutual agreement of the City and ROBINSON.

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. 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 _____
Diana Broderson, Mayor

BY _____
Jane Hoopes Robinson, Trustee

ATTEST _____
Interim City Administrator