



City of Muscatine



AGENDA ITEM SUMMARY

DATE 07/15/21

STAFF

Jon Koch-Director WRRF

SUBJECT

Approval of land application agreement with F&J Hahn Inc. and George B. Hahn, Inc.

EXECUTIVE SUMMARY

The City of Muscatine has had an agreement with F&J Hahn, Inc. and George B. Hahn, Inc. (Hahn) since 2008 to apply biosolids to agricultural ground they own in Muscatine County. It is time to renew the agreement to ensure the City has the land available for applying annual biosolids produced by the treatment plant. This agreement will be for 10 years. It is mutually beneficial for the City in reducing costs and for the farmer to receive free fertilizer.

STAFF RECOMMENDATION

Staff recommends approval of the agreement between the City and Hahn to apply biosolids to their land.

BACKGROUND/DISCUSSION

Hahn owns 200 acres of agricultural ground for farming corn and soybeans in Muscatine County south of G28 across from Lutheran Living nursing home. In 1986 the City installed storage lagoons and hydrants in this area to land apply biosolids through a drag line and injection system. Piping was run under the fields attached to the hydrants that biosolids are pumped through to be delivered to a tractor pulling a hose and injection bar. This bar injects the biosolids 8 inches below the ground in accordance with strict EPA, federal and state regulations. The eight-year agreement expired in 2020 and needs to be renewed. This agreement will expire in 2031.

CITY FINANCIAL IMPACT

The land application program is estimated to save the City approximately \$100,000.00 a year by not driving the biosolids to an application site with tankers.

ATTACHMENTS

New signed agreement

AGREEMENT TO LAND APPLY LIQUID BIOSOLIDS ON AGRICULTURAL LAND

This agreement entered into this 1st day of August, 2021, by and between the City of Muscatine, Iowa, ("City"), and F&J Hahn, Inc. and George B. Hahn, Inc. ("HAHN")

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, HAHN 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, HAHN grants to the City the right to spread liquid biosolids upon agricultural land owned by HAHN 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). HAHN in its turn is to receive available biosolids to the extent HAHN 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 HAHN and the City and shall be changed if HAHN or HAHN'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. HAHN 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 HAHN 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 HAHN shall begin August 1, 2021, and continue through December 31, 2031 thereafter at which date such rights shall terminate. This Agreement may be extended or renewed by mutual agreement of the City and HAHN.
4. The City hereby agrees to indemnify, defend, and hold harmless HAHN, 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

BY _____
Diana Broderson, Mayor

F. & J. Hahn, Inc.

BY James F. Hahn
James F. Hahn

ATTEST _____
Carol Webb, City Administrator

George B. Hahn, Inc.

BY George B. Hahn
George B. Hahn