

**AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND GLADSTONE, MISSOURI, REVISING THE FEE SCHEDULE ASSOCIATED WITH THE DISPOSAL OF LIME SLUDGE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

**Legislative Findings**

1. The City of Gladstone, Missouri entered into a Cooperative Agreement for Sewer Service with the City of Kansas City, Missouri on December 7, 2000 ("Cooperative Agreement"), which established a fee schedule for the acceptance of lime sludge from the Gladstone Water Treatment Plant for five (5) years; and

2. The City of Gladstone, Missouri and the City of Kansas City, Missouri entered into a First Amendment to the Cooperative Agreement on June 24, 2005 for an additional five (5) year period in order to amend Article V, Section H of the Cooperative Agreement regarding the fees for acceptance of lime sludge from the Gladstone Water Treatment Plant; and

3. The City of Gladstone, Missouri and the City of Kansas City, Missouri entered into a Second Amendment to the Cooperative Agreement on November 11, 2010 for an additional five (5) year period in order to amend Article V, Section H of the Cooperative Agreement regarding the fees for acceptance of lime sludge from the Gladstone Water Treatment Plant; and

4. The parties wish to enter into a Third Amendment to the Cooperative Agreement in order to amend Article V, Section H of the Cooperative Agreement regarding the fees associated with the discharge of lime sludge from the Gladstone Water Treatment Plant for an additional three (3) years.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:**

**THAT**, the City of Gladstone hereby approves the Third Amendment to the Cooperative Agreement for Sewer Service Between the City of Kansas City, Missouri, and Gladstone, Missouri, which amends the terms of Article V, Section H regarding the fees associated with Kansas City's acceptance of lime sludge from the Gladstone Water Treatment Plant for an additional three (3) year period;

**AND THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute the Cooperative Agreement with the City of Kansas City, Missouri on behalf of the City.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14<sup>th</sup> DAY OF MARCH 2016.**



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk

First Reading: March 14, 2016

Second Reading: March 14, 2016



## *Department of Public Works Memorandum*



**DATE:** March 3, 2016  
**TO:** Kirk L. Davis, City Manager  
**FROM:** Timothy A. Nebergall, Director of Public Works *TAN*  
**RE:** KCMO Lime Sludge Agreement

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As you are aware, the City of Gladstone discharges lime sludge from the water treatment plant to the City of Kansas City, MO (KCMO) wastewater collection system. Our agreement with KCMO expired as of June 2015, therefore, staff has been negotiating the renewal terms of this agreement. The original agreement went into effect on December 7, 2000 and was first amended in 2005 and also in 2010.

The proposed agreement amendment calls for an annual rate increase of 1% percent per year through June 30, 2018. The proposed annual costs contained within the amendment are summarized below:

On April 1, 2016: \$143,000 for the period of July 1, 2015 to June 30, 2016.  
On August 1, 2016: \$72,250 for the period of July 1, 2016 to December 31, 2016.  
On February 1, 2017: \$72,250 for the period of January 1, 2017 to June 30, 2017.  
On August 1, 2017: \$73,000 for the period of July 1, 2017 to December 31, 2017.  
On February 1, 2018: \$73,000 for the period of January 1, 2018 to June 30, 2018.

As costs continue to escalate, staff continues to evaluate alternatives for lime sludge disposal.

If you have any questions, please contact me.

Bill 16-14 Ord H. 342

**THIRD AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE  
BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND GLADSTONE, MISSOURI**

This THIRD AMENDMENT TO COOPERATIVE AGREEMENT, made and entered into this 29<sup>th</sup> day of June 2016, by and between the CITY OF GLADSTONE, MISSOURI, a City of the third Class organized and existing under the laws of the State of Missouri, hereinafter referred to as "Gladstone", and the CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "KCMO",

WITNESSETH:

WHEREAS, on December 7, 2000, the parties entered into COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY MISSOURI, AND GLADSTONE, MISSOURI, in order to implement, to the maximum extent practicable, the cooperative use of their existing sewerage systems and any sewerage facilities to be constructed in the future (the COOPERATIVE AGREEMENT); and

WHEREAS, the COOPERATIVE AGREEMENT, at Article VI, Section Q, provides that it may be altered or amended during its term by the parties through appropriate action of their respective governing bodies; and

WHEREAS, Article V, Section H of the COOPERATIVE AGREEMENT, established charges for the acceptance of lime sludge by KCMO until June 30, 2005, and

WHEREAS, THE FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT, established charges for the acceptance of lime sludge by KCMO until June 30, 2010, and

WHEREAS, THE SECOND AMENDMENT TO THE COOPERATIVE AGREEMENT, established charged for acceptance of lime sludge by KCMO until June 30, 2015, and

WHEREAS, it has become mutually desirable and beneficial to amend certain terms and provisions of the COOPERATIVE AGREEMENT to establish charges for the acceptance of lime sludge by KCMO for an additional three years;

NOW THEREFORE, and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties hereby agree, as follows:

Section 1.     Sections Amended.

Article V, Section H is hereby amended by deleting the language therein and inserting the following:

Lime Sludge.

KCMO agrees to receive lime sludge from the Gladstone Water Treatment Plant on a continuous basis. Slug discharges are not allowed. Gladstone shall pay to KCMO the following lump sums for this service:

On February 1, 2016: \$143,000 for the period of July 1, 2015 to June 30, 2016.

On August 1, 2016: \$72,250 for the period of July 1, 2016 to December 31, 2016.

On February 1, 2017: \$72,250 for the period of January 1, 2017 to June 30, 2017.

On August 1, 2017: \$73,000 for the period of July 1, 2017 to December 31, 2017.

On February 1, 2018: \$73,000 for the period of January 1, 2018 to June 30, 2018.

This agreement and fee shall be reviewed in Year 2017.

Either party may terminate this section with thirty (30) days' notice prior to the beginning of any six (6) month service period. The discharge of lime sludge to KCMO would cease at the end of that six (6) month service period.

Gladstone agrees to clean and televise the KCMO sanitary sewer main from the Gladstone Water Treatment Plant to KCMO's trunk line twice per year. Results of the televising shall be delivered to KCMO upon completion of the work.

Gladstone shall not discharge lime sludge from the Gladstone Water Treatment Plant to the Missouri River upstream of the water supply intake of the Kansas City, Missouri Water Treatment Plant at 1 NW Briarcliff Road, Kansas City, Missouri during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this THIRD AMENDMENT AGREEMENT to be duly executed on the date and year first above written.

**THE CITY OF GLADSTONE,  
MISSOURI**

ATTEST:

By: Scott Wingerson  
Scott Wingerson, City Manager

Pamela D. Smitka

Pamela D. Smitka, Deputy City Clerk

[SEAL]

APPROVED AS TO FORM:

JCD

City Attorney

**KANSAS CITY, MISSOURI**

By: Terry Leeds  
Terry Leeds  
Director  
Water Services Department

ATTEST:

Rum E Doe  
City Clerk

[SEAL]

APPROVED AS TO FORM:

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Assistant City Attorney

