

AN ORDINANCE APPROVING A FOURTH 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 City of Gladstone, Missouri and the City of Kansas City, Missouri entered into a Third Amendment to the Cooperative Agreement on March June 29, 2016 for an additional three (3) 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

5. The parties wish to enter into a Fourth 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 two (2) 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 Fourth 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 two (2) year period;

FURTHER, 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 25th DAY OF JUNE 2018.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk

First Reading: June 25, 2018

Second Reading: June 25, 2018



Request for Council Action

☐ RESOLUTION # ☒ BILL # 18-30 ORDINANCE # 4.437

Date: 6/20/2018

Department/Office: Public Works

Meeting Date Requested: 6/25/2018

Public Hearing: ☐ Yes ☒ No Date: Click here to enter a date.

Subject: KCMO Lime Sludge Agreement – Fourth Amendment.

Requested Action: Approval of the Fourth Amendment to the KCMO Lime Sludge Agreement.

Background: The City of Gladstone discharges lime sludge from the water treatment plant to the City of Kansas City, MO (KCMO) wastewater collection system. A study commissioned by the City in 2017 determined that the connection to KCMO is still the most cost effective and efficient method to dispose of lime solids. The original agreement went into effect on December 7, 2000 and was amended in 2005, 2010, and 2016. The City paid KCMO \$146,000 for lime sludge disposal in FY18.

Budget Discussion: Funds are budgeted in the amount of \$166,500 in FY19 from the CWSS fund. Ongoing costs are estimated to be \$see below. Previous years' funding was \$166,500, which includes the cost of the agreement and to clean the sewer line to KCMO twice per year.

The City's current agreement with KCMO expires on June 30, 2018 and staff has negotiated a two (2) year renewal with only a small annual cost increase as summarized below:

On August 1, 2018: \$73,500 for the period of July 1, 2018 to December 31, 2018.

On February 1, 2019: \$73,500 for the period of January 1, 2019 to June 30, 2019.

On August 1, 2019: \$74,000 for the period of July 1, 2019 to December 31, 2019.

On February 1, 2020: \$74,000 for the period of January 1, 2020 to June 30, 2020.

Public/Board/Staff Input: n/a

Recommendation: Staff recommends the approval of this amendment.

Distribute Original Contracts to: ☐ City Clerk

Tim Nebergall

SW

PC Reviewed

RCA DUE TO CITY CLERK WEDNESDAY 2:00 PM

Revised 1/10/2018

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

This FOURTH AMENDMENT TO COOPERATIVE AGREEMENT, made and entered into this 25 day of June 2018, 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, THE THIRD AMENDMENT TO THE COOPERATIVE AGREEMENT, established charged for acceptance of lime sludge by KCMO until June 30, 2018, 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 two 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 August 1, 2018: \$73,500 for the period of July 1, 2018 to December 31, 2018.
On February 1, 2019: \$73,500 for the period of January 1, 2019 to June 30, 2019.
On August 1, 2019: \$74,000 for the period of July 1, 2019 to December 31, 2019.
On February 1, 2020: \$74,000 for the period of January 1, 2020 to June 30, 2020.

This agreement and fee shall be reviewed in Year 2019.

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 FOURTH 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

Ruth Bocchino
Ruth Bocchino, City Clerk

[SEAL]



APPROVED AS TO FORM:



City Attorney

KANSAS CITY, MISSOURI

By 

Terry Leeds
Director
Water Services Department

ATTEST:

City Clerk

[SEAL]

APPROVED AS TO FORM:



Assistant City Attorney