

**AN ORDINANCE APPROVING A FIFTH 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; 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; and

4. The City of Gladstone, Missouri, and the City of Kansas City, Missouri, entered into a Third Amendment to the Cooperative Agreement on June 29, 2016, for an additional three (3) year period; and

5. The City of Gladstone, Missouri, and the City of Kansas City, Missouri, entered into a Fourth Amendment to the Cooperative Agreement on June 25, 2018, for an additional two (2) year period; and

6. The parties wish to enter into a Fifth Amendment to the Cooperative Agreement 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 Fifth 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

**FURTHER, THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute the Fifth Amendment 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 22<sup>nd</sup> DAY OF MARCH 2021.

  
Jean B. Moore, Mayor

ATTEST:

  
Ruth E. Bocchino, City Clerk

First Reading: March 22, 2021

Second Reading: March 22, 2021



# Request for Council Action

RESOLUTION #

BILL #21-12

ORDINANCE # 4.550

Date: 3/16/2021

Department/Office: Public Works

Meeting Date Requested: 3/22/2021

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

Subject: KCMO Lime Sludge Agreement – Fifth Amendment.

Requested Action: Approval of the Fifth 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, 2016, and 2018. The City paid KCMO \$148,000 for lime sludge disposal in FY20.

**Budget Discussion:** Funds are available in the amount of \$166,500.00 in FY21 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 expired on June 30, 2020 and staff has negotiated a three (3) year renewal with only a small annual cost increase as summarized below:

On May 1, 2021: \$149,466 for the period of July 1, 2020 to June 30, 2021.

On August 1, 2021: \$75,477 for the period of July 1, 2021 to December 31, 2021.

On February 1, 2022: \$75,477 for the period of January 1, 2022 to June 30, 2022.

On August 1, 2022: \$76,220 for the period of July 1, 2022 to December 31, 2022.

On February 1, 2023: \$76,220 for the period of January 1, 2023 to June 30, 2023.

Public/Board/Staff Input: n/a

Recommendation: Staff recommends approval of this amendment.

Distribute Original Contracts to:  City Clerk

Tim Nebergall

Legal *COM*

City Manager SW

RCA DUE TO CITY CLERK WEDNESDAY 2:00 PM

Revised 1/10/2018

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

This **FIFTH AMENDMENT TO COOPERATIVE AGREEMENT**, made and entered into this 10 day of June 2021, 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, THE FOURTH AMENDMENT TO THE COOPERATIVE AGREEMENT, established charged for acceptance of lime sludge by KCMO until June 30, 2020, 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 five 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 May 1, 2021: \$149,466 for the period of July 1, 2020 to June 30, 2021.
- On August 1, 2021: \$75,477 for the period of July 1, 2021 to December 31, 2021.
- On February 1, 2022: \$75,477 for the period of January 1, 2022 to June 30, 2022.
- On August 1, 2022: \$76,220 for the period of July 1, 2022 to December 31, 2022.
- On February 1, 2023: \$76,220 for the period of January 1, 2023 to June 30, 2023.

This agreement and fee shall be reviewed in the Year 2023.

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 that serves the Gladstone Water Treatment Plant from Manhole #N042-433 to Manhole #N042-215 twice per year. A map showing the location of this sewer main and manholes is attached hereto and incorporated herein. Furthermore, Gladstone agrees to provide a minimum notice of seven days prior to cleaning. 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.

Article VI, Section Q is hereby amended by inserting the following additional language:

**Effective Date and Expiration**

The effective date of this Amendment shall be the first day of the month following approval of the governing bodies of KCMO and Gladstone. This Amendment shall continue in full force and effect, except as otherwise provided herein, for a period of three (3) years from and after its effective date. This agreement and amendment may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

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

**THE CITY OF GLADSTONE,  
MISSOURI**

ATTEST:

By:   
Scott Wingerson, City Manager

  
Ruth Bocchino, City Clerk

[SEAL]

APPROVED AS TO FORM:

  
City Attorney



**KANSAS CITY, MISSOURI**

By:   
Terry Leeds  
Director  
Water Services Department

ATTEST:   
City Clerk Martha Sanders

[SEAL]

APPROVED AS TO FORM:

  
Assistant City Attorney



**5<sup>th</sup> Amendment – Sewer Cleaning Map**

ORDINANCE NO. 210193

Authorizing a Fifth Amendment to the Cooperative Agreement for Sewer Service Between the City of Kansas City, Missouri and the City of Gladstone, Missouri; extending the term; establishing charges for the acceptance of lime sludge and establishing an effective date.

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

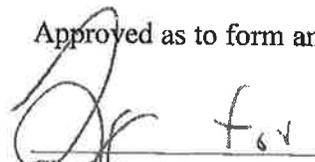
WHEREAS, the Cooperative Agreement, has been amended to update the amount of charge for acceptance of lime sludge by Kansas City, Missouri, in 2005, 2010, 2015, 2018 and 2020; and

WHEREAS, it has become mutually desirable and beneficial to amend certain terms and provisions of the Cooperative Agreement to further update charges for the acceptance of lime sludge by Kansas City, Missouri, and to extend its term for an additional three years;

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

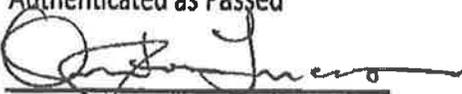
Section 1. That the Director of Water Services is hereby authorized to execute, on behalf of Kansas City, a Fifth Amendment to the Cooperative Agreement for Sewer Service Between the City of Kansas City, Missouri and the City of Gladstone, Missouri, which will extend the term of the agreement and establish ongoing charges for the acceptance of lime sludge. A copy of the amendment is on file in the office of the Director of Water Services.

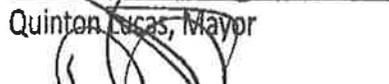
Approved as to form and legality:

  
Charlotte Ferns  
Assistant City Attorney



Authenticated as Passed

  
Quinton Lucas, Mayor

  
Marilyn Sanders, City Clerk

APR 01 2021

Date Passed