

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLADSTONE AND THE MID-AMERICA REGIONAL COUNCIL (MARC) SOLID WASTE MANAGEMENT DISTRICT FOR THE 2023 REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM IN THE AMOUNT OF \$29,718.70.

LEGISLATIVE FINDINGS

1. Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990); and
2. The members of the SWMD include most cities within the member counties including the City of Gladstone; and
3. The City of Gladstone will be responsible for an annual fee for 2023 in the amount of \$29,718.70, which is \$1.10 per resident based on population estimates; and
4. It is in the best interest of all of the citizens of Gladstone to continue the City's membership in the SWMD Regional Household Hazardous Waste Collection Program.

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

SECTION 1. The City Manager of the City of Gladstone, Missouri, is hereby authorized to execute the agreement with the MARC SWMD for the Regional Household Hazardous Waste Collection Program.

SECTION 2. Funds for the program costs are budgeted in the City of Gladstone's General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 24TH DAY OF OCTOBER, 2022.



Bill Garnos, Mayor

Attest:



Kris Keller, City Clerk

1st Reading: October 24, 2022

2nd Reading: October 24, 2022



Request for Council Action

RES ☐ #

☒ BILL # 22-37

ORD # 4.614

Date: 10/17/2022

Department: Public Works

Meeting Date Requested: 10/24/2022

Public Hearing: ☐ Yes ☒ No Date:

Subject: Household Hazardous Waste Agreement

Requested Action: Approval of the 2023 HHW Agreement.

Background: The City of Gladstone has participated in the MARC Regional Household Hazardous Waste Collection Program since 2006. This program requires the City to enter into a new Intergovernmental Agreement annually. In order to continue in the program, staff is requesting that the City Council authorize the City Manager to execute a new agreement with MARC.

The annual cost of participation in 2022 was \$29,498.67, which is \$1.09 per resident based on 2020 U.S. Census. The annual cost of participation in 2023 has been raised to \$1.10 per resident based on population estimates. The total cost for 2023 is \$29,718.70. During the first half of 2022, a total of 241 residents participated in the program and safely disposed of approximately 24,289 lbs of household hazardous waste. As in previous years, the City plans to host a mobile event in 2023 on a date chosen by the MARC Solid Waste Management District.

Gladstone residents can also continue to use the permanent facility located at 4707 Deramus in Kansas City, MO and 2101 SE Hamblen Road in Lee's Summit, MO.

Budget Discussion: Funds are budgeted in the amount of \$30,000 in FY22 from the General fund. Ongoing costs are estimated to be \$30,000.00.

Public/Board/Staff Input: n/a

Recommendation: City staff recommends the approval of this agreement.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

SW
City Manager

Ord. 4.614

2023

**Intergovernmental Agreement between the
MARC Solid Waste Management District and
Gladstone, Missouri relating to the
Regional Household Hazardous Waste Collection Program**

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Gladstone, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Gladstone, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2023**.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. **Fees.** Gladstone, Missouri agrees to pay the sum of **\$29,718.70** to participate in the 2023 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.10 applied to 2021 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. **Payment.** The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2023. No pro ration of fees is applicable under this agreement.

C. **Contact Person.** The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. **Permanent Collection Facilities.** HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. **Outreach Collections.** Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

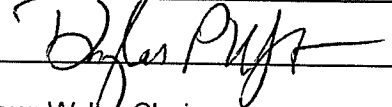
VII Insurance

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

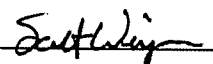
Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

 Date: 12/21/22

Doug Wylie, Chair

Participating Member:

 Date: 12/14/22

Scott Wingerson

Print Name

City Manager

Print Title