

**COOPERATIVE AGREEMENT FOR SEWER SERVICE  
BETWEEN  
THE CITY OF KANSAS CITY, MISSOURI  
AND  
THE CITY OF LIBERTY, MISSOURI**

This agreement, made and entered into this 15th day of November, 2019, by and between The City of Liberty, Missouri, a Special Charter City of the State of Missouri, hereinafter referred to as "Liberty" and the CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "KCMO", (hereinafter, the "Agreement")

**WITNESSETH:**

**WHEREAS**, on or about August 27, 1999, Liberty and KCMO entered into a Cooperative Agreement for Sewer Service and as amended April 12, 2004 and April 29, 2009 (collectively hereinafter, "Sewer Services Agreement"); and

**WHEREAS**, Liberty and KCMO entered into an Interim Sewer Services and Settlement Agreement on February 21, 2017 ("Interim Agreement"); and

**WHEREAS**, Liberty has built a new wastewater treatment plant ("Liberty's Treatment Plant"); and

**WHEREAS**, the Parties need to create a new Sewer Services Agreement and to address future services and disposition of various assets; and

**WHEREAS**, the Interim Agreement addresses past due payments for sewer services, including the amount owed for past sewer services; and

**WHEREAS**, the parties intend for this Agreement to address current and future related issues including but not limited to: (1) ownership or use of the Little Shoal Creek Interceptor Extension, the South Liberty Line and their appurtenances, (2) fair compensation and terms for the sale/purchase/use of these assets, and (3) the rights, obligations and terms for future sewer services or connections to either party's sewer system or facilities; and

**WHEREAS**, certain areas within Liberty drain into natural drainage areas or basins which continue through KCMO, and certain areas within KCMO drain into natural drainage areas or basins which continue through Liberty ("Joint Watersheds"); and

**WHEREAS**, Liberty, under the provisions of the Liberty's City Code of Ordinances, Chapter 29, and KCMO, under the provisions of Charter and Code of Ordinances, are empowered to acquire, construct, maintain and control common systems of sewers and wastewater treatment plants to provide sanitary conditions for the preservation of public health; and

**WHEREAS**, the provisions of R.S.Mo. Section 70.210 *et. seq.* and other authority allows political subdivisions and municipalities of Missouri to contract and cooperate with other political subdivisions and municipalities for the planning, development, construction, acquisition, or operation of public improvements or facilities, or for common services; and

WHEREAS, KCMO and Liberty now desire to make the following cooperative agreement which will implement the terms and obligations of sewer service and use of each party's sewerage system and sewerage facilities between the Parties going forward;

NOW, THEREFORE: For and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between Liberty and KCMO as follows:

## ARTICLE I GENERAL PROVISIONS

Subject to the more specific requirements as may apply herein to specific types of services or locations, the following general provisions apply to the parties and wastewater conveyance and treatment services contracted for herein:

- A. **Operation and Maintenance.**  
KCMO and Liberty will control, own, operate, and maintain their respective sewerage systems, which now exist or which in the future may be constructed, according to standard engineering practices and, in doing so, will effectively police and control their respective sanitary sewerage systems so as to preclude to the extent practicable the entrance of storm waters therein.
- B. **Construction of Facilities.**  
In constructing sewers, either by public means or special assessment, or treatment works, to serve drainage areas common to both KCMO and Liberty, each party hereto will cooperate to provide adequate capacity to service waste flows as currently exist at its corporate limits to receive sanitary sewage and wastes from the other party through interconnection points authorized herein, as set out in Attachment A and incorporated herein by reference, and as may be amended from time to time. Such sewerage improvements and existing sewerage systems shall thereafter be available for connection to, and reception of sanitary wastewater and wastes from, the sewerage system of the other party. City of Liberty agrees to cooperate with acquisition of any easements and indemnification agreements pertaining to new sewer and facility construction.
- C. **Rights to Discharge Sewage.**  
Each party shall have a right to discharge into or use the other party's system only as provided in this Agreement, which may be amended from time to time as provided for herein, or as may exist by any superseding applicable law, if any.
- D. **Payments for Other Charges and Fees.**  
The parties agree to make payments for sewer services, including charges, fees, or other reasonable costs, provided pursuant and according to this Agreement. Any other charges, fees, or reasonable costs shall be in accordance with applicable laws, including but not limited to each party's Code of Ordinances. On or before the last day of each month, Liberty shall make payment to KCMO and KCMO shall make payment to Liberty, for all charges hereunder billed which services were received during the prior month. Balances unpaid sixty (60) days after the billing date shall accrue at an interest charge of 1-1/2% simple interest per month.

**ARTICLE II  
KCMO PROVISION OF WASTEWATER CONVEYANCE AND TREATMENT SERVICES TO  
LIBERTY**

**A. Scope.**

This Article applies to the provision of wastewater conveyance and treatment only as to those areas of Liberty and KCMO served by interconnection points set out in Attachment A hereof. Attachment A identifies and describes those interconnection points covered by this Agreement, including connection to “Segment 1” which constitutes the sewer line facilities and low flow pump station depicted on the map associated with Attachment A and incorporated by reference as if fully set out herein (hereinafter “Segment 1”).

**B. Rights of Use.**

Subject to the conditions herein, Liberty shall have the right to discharge sanitary sewage and wastes into KCMO system at the interconnection points authorized herein in Attachment A. The Parties acknowledge that Liberty’s use of KCMO services may potentially increase as development occurs in the area served by the interconnection points listed in Attachment A and the drainage basin served by Segment 1. KCMO acknowledges that some such increased usage is contemplated by this Agreement and Liberty acknowledges that KCMO cannot guarantee unlimited capacity in its system. Liberty shall notify KCMO of any anticipated increased usage as described herein. KCMO shall review its capacity and plans for the area and either approve or disapprove the anticipated increased usage, however, its approval shall not be unreasonably withheld. It is the parties’ intent to provide services necessary for increased development reasonably within their capabilities.

**C. Regulation of Flows.**

1. Quality.

(a) The quality of the wastewater received through any new or existing interconnection shall meet the general prohibitions in Section 60-121 of the Code of Ordinances of Kansas City, Missouri, which may be amended from time to time, as well as the following specific pollutant limitations:

<u>Pollutant</u>	<u>Daily Maximum</u>
Arsenic	0.100 mg/l
Benzene	0.100 mg/l
Cadmium	0.240 mg/l
Chromium	0.500 mg/l
Copper	0.300 mg/l
Cyanide	0.800 mg/l
Ethylbenzene	0.200 mg/l
Lead	0.300 mg/l
Mercury	0.004 mg/l
Nickel	1.200 mg/l
Phenols	1.000 mg/l
Silver	0.500 mg/l
Thallium	0.400 mg/l
Toluene	0.200 mg/l
Xylene	0.200 mg/l

Zinc	0.800 mg/l
PCB's	0.002 mg/l

Total Toxic Organics (TTOs) as defined by 40 CFR 433.11(e) shall not exceed 1.0 mg/l at any time. The pH of the wastewater at the interconnection points shall be between 6.0 and 11.0 s.u. Surcharges for exceedance of pollutant limitations will be as stated in Section 60-3(a)(5) of the Code of Ordinances of Kansas City, Missouri, which may be amended from time to time, and will be applied as provided in Attachment B of this Agreement.

- (b) KCMO shall sample flows at its cost at each interconnection point on a frequency based upon the schedule in Attachment B. Nothing in this agreement shall preclude KCMO from taking additional samples. Each party shall report all of the collected data from each interconnection to the other party on a regular basis as provided in Section D of this Article.
- (c) Surcharges for concentrations of biochemical oxygen demand (BOD), suspended solids (SS), and total oil & grease (O&G) in excess of Normal Sewage (BOD - 250 mg/l, SS - 250 mg/l, O&G - 30 mg/l) will be as stated in Section D of this Article and will be applied as provided in Attachment B of this Agreement.
- (d) The contributing party shall investigate all instances of pH outside of the allowable range and take adequate measures to prevent re-occurrence.

**D. Reporting Requirements.**

1. For each interconnection point identified on Attachment A on or before the 15<sup>th</sup> day of the month and relating to services provided in the previous month,
2. Liberty will advise KCMO of;
  - (a) The water consumption and total number of residential customers where water consumption is available;
  - (b) The water consumption and the total number of commercial and industrial customers;
  - (c) The total number of residential customers where water consumption is unavailable and;
  - (d) Surcharge for each commercial or industrial establishments discharging waste with suspended solids (SS) in excess of 250 milligrams per liter (mg/l) and / or 5-day 20° C biochemical oxygen demand (BOD) in excess of 250mg/l and /or Oil and Grease (O & G) in excess of 30mg/l with these surcharges to be equal to the charge defined in Chapter 60 Article IV of the Code of the Ordinances of Kansas City, Missouri, as same now exists or as may be amended from time to time. Liberty, upon request from KCMO, shall provide the testing data and flow data used in determining the above surcharge rate. Liberty hereby grants to KCMO the right and privilege to make inspections and measurements as necessary to determine the surcharge provided by Liberty.
3. For the previous month before the last day of the following month, Liberty will provide a list of addresses for all residential customers cited in Attachment G, which shall be revised periodically, but no less than once annually, to indicate any changes impacting the overall service required, and their associated water usage for the month which will serve as the basis for their monthly wastewater charge.
4. For the previous month before the last day of the following month, KCMO will advise Liberty of charges, fees and other costs due KCMO and also:
  - (a) Sampling results if monitored at each metered interconnection
- (b) The applicable surcharge rate, if any, for each interconnection point as stated in Section 60-3(a)(5) of the Code of Ordinances of Kansas City, Missouri, which may be amended from time to time, and Attachment B of this Agreement.

5. On or before January 15th of each year, contributing party shall provide the receiving party with current maps of those parts of its unmetered wastewater collection system flowing into the receiving party's system, showing the connections and addresses of all unmetered users.

**E. Computation of Charges.**

**1. Unmetered Flows**

For wastewater flows through unmetered interconnections, Liberty shall pay to KCMO:

- (a) For each sewer customer (residential, commercial or industrial), a sewer charge equal to a service charge as established in Section 60-3 of the Code of Ordinances of Kansas City, Missouri, as same now exists or may be amended from time to time, plus a volume charge equal to the actual volume of water consumed multiplied by the volume rate as established in section 60-3 of the Code of Ordinances of Kansas City, Missouri, as same now exists or as may be amended from time to time.
- (b) For each residential dwelling unit for which actual water consumption records are not available, a sewer charge as established in section 60-3 of the Code of ordinances of Kansas City, Missouri as same now exists or may be amended from time to time.

**2. Universal Surcharge**

A Universal Surcharge will be paid by Liberty to KCMO for each metered and unmetered interconnection that exists where sampling is not being conducted. This will be based on the type of customer. A Universal Surcharge schedule is outlined in Attachment F as defined in Section 60-3 of the Code of the Ordinances of Kansas City, Missouri, as same now exists or as may be amended from time to time.

**ARTICLE III**

**LIBERTY PROVISION OF WASTEWATER CONVEYANCE SERVICES AND EMERGENCY ONLY TREATMENT SERVICES TO KCMO**

**A. Scope (Conveyance via South line/Segment 2).**

This Article applies only to the use by KCMO of Liberty's South sewer line designated as Segment 2 depicted in the map associated with Attachment A incorporated by reference as if fully set out herein (hereinafter "Segment 2").

**B. Rights of Use.**

Subject to the conditions herein, KCMO shall have the right to discharge sanitary sewage and wastes into Liberty's system via use of Segment 2. The Parties acknowledge that KCMO's use of Segment 2 is temporary and shall cease not later than December 31, 2022, unless otherwise agreed to by the parties.

- C. Reporting Requirements, Sampling and Computation of Charges.** Reporting, sampling and computation of charges and other requirements for use of the City system under this Article shall be as set forth in Chapter 29 of the Liberty Code of Ordinances, including but not limited to Section 29-155, except as may otherwise be set forth herein.

**D. Flow Regulations and Compliance.**

KCMO's use authorized herein and its sewage and material flow shall be subject to the requirements of the Liberty City Code Chapter 29 which are incorporated herein as a material condition of this Agreement, except as otherwise agreed herein. Any reasonable costs incurred by Liberty relating to KCMO's use of Liberty's facilities may be billed to KCMO and shall be paid by KCMO as other charges owed to Liberty

hereunder. Such costs include, but are not limited to Liberty's costs for monitoring the low flow pump station and in remediation of any SSO (overflow) by Liberty (if KCMO fails its obligation to timely remediate (not more than 24 hours or MDNR action requirements)). Notwithstanding the foregoing, prior to incurring any additional costs, Liberty shall notify KCMO if Liberty reasonably believes in advance that such additional costs will be incurred and KCMO shall have 24 hours to remediate the situation or to take steps required by MDNR to address the situation and maintain/regain compliance with applicable regulations.

**E. Computation of Charges relating to KCMO's Use of Segment 2**

Starting on the first of the month following the execution of this agreement, KCMO shall pay Liberty \$2,500 per month (the equivalent of \$30,000 per year) for use of the Segment 2 line. This amount shall escalate at a rate of 3% per year while KCMO continues to use Segment 2.

**F. Special conditions relating to use of Segment 2.**

1. **Acknowledgement of status.** Upon the effective date of this agreement, KCMO acknowledges that Liberty is not responsible for maintenance or repair of Segment 2 and that KCMO shall be responsible for any "minor" maintenance or repair required to keep Segment 2 in compliance with all applicable laws during KCMO's use of the line. For purposes of this provision, minor maintenance or repair shall be any maintenance or repair having an actual out of pocket cost to KCMO of \$25,000 or less in any one-month period. In the event that maintenance or repairs, exceed this amount, KCMO, at its option, shall either: (1) bear such excess cost (subject to approval of Liberty) or (2) notify Liberty in writing as to the excess cost and terminate use of the system unless the parties otherwise agree to fund the maintenance or repair or agree that such maintenance or repair is unnecessary. Liberty shall not be responsible for any cost resulting from any repairs or maintenance nor shall any such repairs or maintenance increase the obligations of Liberty, including but not limited as to the ultimate use, disposition, removal or abandonment of Segment 2 by Liberty only while KCMO is using Segment 2, without its express prior consent.
2. **Indemnification.** KCMO shall be solely responsible for any overflow, discharge or other damage, cost or liability, including but not limited to governmental compliance, penalties and costs relating thereto, arising from its use of Segment 2 or any flow or material allowed by KCMO to be conveyed therein. To the extent allowable by law, KCMO shall hold harmless and indemnify, including reasonable costs and reasonable attorneys' fees, and defend Liberty from any cost, damage, liability or expense in any way arising from KCMO's use of Segment 2.
3. **Termination.** KCMO, for its convenience, may terminate its use of Segment 2 upon 30 days' written notice to Liberty, however nothing herein shall alleviate, limit or exempt KCMO of its duty in subparagraph 2 above for claims which arise prior to the effective date of termination. The parties further agree that if Liberty determines that Segment 2 is no longer capable of operation in compliance with law, it may cancel KCMO's right to use Segment 2 upon 30 days written notice to KCMO, unless as otherwise provided herein. Liberty agrees it shall reasonably make available to KCMO for such reasonable time as KCMO needs it, subject to the limitations in this Agreement, emergency wastewater treatment services as may be necessary due to such termination. If practicable, KCMO will pay for a meter and installation of said meter that will be used to measure wastewater flow sent to Liberty. Liberty will be responsible for maintaining the installed meter and providing reads from the meter. If this is not practicable, based on an engineering estimate Liberty agrees to use a Residential Equivalent Unit (REU) similar to KCMO's practice for charging Liberty in their prior 1999 sewer agreement. In the event that emergency wastewater treatment services are necessary for KCMO, KCMO shall pay Liberty for

wastewater flow sent to Liberty at a rate of \$1.56 per 100 cubic feet (equivalent of \$2.09 per 1,000 gallons) for the first 12-month period following the effective date of this agreement. For each 12-month period thereafter, the treatment rate shall increase by 3% per 12-month period. In addition, KCMO will be responsible for any reasonable extraordinary costs that may be incurred by Liberty from such emergency treatment services.

#### ARTICLE IV TRANSFERS AND SETTLEMENT PAYMENTS

- A. **Transfer and Payment for Segment 1 (Portion of Little Shoal Creek Interceptor Extension).**  
KCMO shall pay to Liberty an amount of \$218,815 for the portion of the Little Shoal Creek Interceptor Extension that KCMO desires to fully acquire. This amount represents the current depreciated value of Liberty's original investment in the Liberty portion of the Little Shoal Creek Interceptor line. Effective on the upon payment by Liberty to KCMO as set out in Article IV Section C below (which shall include a credit for the \$218,815 required herein), KCMO will be deemed the sole owner of Segment 1, and all interests of Liberty to tangible property of Segment 1 shall thereupon be transferred to KCMO, "as is," in whatever condition then existing with no warranty or liability of Liberty as to the condition of such facility. Any easements or licenses shall be assigned to KCMO and any interest in real property shall be transferred to KCMO by a quit claim recordable instrument. Liberty shall provide copies of the easements and associated documentation with Segment 1 to KCMO.
- B. **Payment for Past Conveyance Service of Liberty to KCMO Relating to Segment 2.**  
At the time of execution of this agreement, KCMO shall pay the amount of \$2,500.00 per month for use of Segment 2 from January 2017 until the month that this agreement becomes effective.
- C. **Settlement of Past Due Obligations.**  
As to all obligations of the Parties under the Sewer Services Agreement through December 31, 2016, the Parties agree as follows:
- (a) **Payment.** Liberty shall pay KCMO the amount of \$1,355,135.00 less \$301,315.00 (combined amounts of Article IV Section A and Article IV Section B above) less the amount for use of Segment 2 and KCMO's portion of repair related to the June 2019 failure of Segment 2 (\$30,400) for a total amount of \$1,023,240 ("Liberty Net Payment") which shall be deemed to settle, resolve and constitute full satisfaction of all obligations of the Parties pursuant to the Sewer Services Agreement and relating to the dispute for all periods of time up to and including December 31, 2016. The Liberty Net payment may be made over a twelve-month period by equal payments of 1/12 of the Liberty Net Payment amount and commencing in the first month after this new Sewer Services Agreement is executed or as a lump sum upon execution of this Agreement, at Liberty's option.
- (b) **Releases.** Effective upon execution of a New Sewer Services Agreement, both Parties hereby release and forever discharge each other and their past and future elected or appointed officers, employees, officials, board members, commissioners, attorneys, agents, employees, and all persons acting by, through or in any way on behalf of the Parties and each of them, and all those who are or may be liable on their behalf, from and against any and all claims, demand, actions, losses, accounts, debts, damages, charges, fees, costs, interests, suits, grievances, liabilities, demands or causes of actions of any kind whatsoever existing as of December 31, 2016, whether known or unknown, whether asserted to date or not, on account of, arising out of, resulting from, or in any manner pertaining to the dispute, including but not limited to any obligations of the parties relating to past sewer services, except that this shall not release claims relating

to enforcement of this Agreement, the New Sewer Services Agreement or other obligations provided therein. Nothing in this release shall be deemed to release rights or claims of the Parties relating to sewer services provided or sewer facilities maintained or used after December 31, 2016. This provision shall survive termination of this Agreement.

## ARTICLE V ADDITIONAL CONDITIONS

- A. **Filing.**  
The transfer of any interest in real property, including but not limited to deeds and easements, shall be filed with the Office of the Recorder of Deeds of Clay County, Missouri.
- B. **Boundaries.**  
KCMO and Liberty agree to notify each other of any changes to their corporate boundaries in Joint Watersheds.
- C. **Notification of Ordinance Amendments.**  
Whenever either party amends its Sewer Use Ordinance, or any Regulations for Use of its sewerage system, it shall take reasonable steps to notify the other party. A copy of any amendment adopted shall be forwarded to the other party upon request.
- D. **Joint Review of Sewer Use Ordinance.**  
KCMO and Liberty agree to periodically meet and review each other's Sewer Use Ordinance, Rules and Regulations. Either party may request a joint review whenever either deems it necessary. The parties shall participate in such review within thirty (30) days of such request.
- E. **Effectuation.**  
KCMO and Liberty agree to pass such legislation and to execute such instruments from time to time as may be necessary to effectuate the terms and conditions of this Agreement.
- F. **Enforcement.**
1. Either party shall be in breach or default of its obligations if it fails to meet, comply with or perform any material obligation on its part required within the time limits and in the manner required in this Agreement, and such default is not remedied within ninety (90) days after notice to the defaulting party. It is the parties' intent that upon notice of breach or default, there is a reasonable opportunity to cure the same.
  2. Each party recognizes that any failure to perform its obligations under this Agreement could cause irreparable harm to the other party, its residents, or its environment, and recognizes that any damages provided for in this Agreement may not adequately compensate said party. Therefore, each party shall be entitled to seek injunctive relief in any court of competent jurisdiction to prevent or halt any continuing or threatened default or to prevent imminent harm to the health, safety and welfare of the residents of Liberty or KCMO or damage to Liberty's or KCMO's Publicly Owned Treatment Works.
  3. Each party agrees that the other shall have the right to recover delinquent amounts owed to it under this Agreement through a court of competent jurisdiction, but that disputes involving amounts owed or delinquent alone shall not constitute grounds for its termination.
  4. Nothing herein shall limit either party's ability to pursue available legal and equitable remedies or to seek specific performance of the terms of this Agreement, except as otherwise provided herein.



G. **Resolution of Disputes.**

Any disputes arising out of this Agreement, including those associated with default of any material term or enforcement, shall be resolved in accordance with the applicable provisions of this Agreement, but such provisions shall not limit either party's power to seek other remedies by operation of law or equity, except as provided in this Agreement. The parties agree to communicate any dispute or matter of default to the other, and to make a good faith effort to resolve the same prior to enforcement.

H. **Indemnify and Hold Harmless.**

To the extent allowed by law, Liberty shall indemnify KCMO, defend and hold it harmless from and against all damages, claims, suits, or actions on account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with Liberty's negligence or failure to comply with any of the provisions of this Agreement. To the extent allowed by law, KCMO shall indemnify Liberty, defend and hold it harmless from and against all damages, claims, suits, or actions on account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with KCMO's negligence or failure to comply with any of the provisions of this Agreement.

I. **Administrative Officers.**

The Director of Water Services, or such officer designated by KCMO, shall be the administrative officer for KCMO respecting this Agreement, and any approvals or other decisions necessary under this Agreement will be made by such Director. The Director of Utilities for Liberty, or such officer at the time performing duties equivalent to that of Director, shall be the Administrative Officer for Liberty respecting this agreement, and any approvals or other decisions necessary under this Agreement will be made by such Director. Any notice required by this Agreement shall be deemed to be well given when delivered in writing to such officers respectively and as provided below.

To Liberty                      Director of Utilities  
    101 E. Kansas St.  
    Liberty, MO 64068

To KCMO                         Director of Water Services  
    4800 E 63<sup>rd</sup> St.  
    Kansas City, MO 64130

J. **Sharing of Information.**

Liberty and KCMO each agree to furnish the other party with information consisting of reports, engineering plans and studies reasonably anticipated to impact the operation of either party's wastewater system or upon request from the other party.

K. **Parties and Successors.**

This Agreement shall be binding upon the parties hereto, their successors and assigns, whether the result of legal process, assignment or otherwise, when finally executed and fully approved. Assignment of the rights and responsibilities of this Agreement may not be made without written consent of both parties, however, such consent shall not be unreasonably withheld.

L. **Severability.**

Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been

contained herein so long as the purpose of the Agreement is not thereby frustrated.

M. **Autonomy.**

No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

N. **Matters Disregarded.**

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience or reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

O. **Effective Date and Expiration.**

The effective date of this Agreement shall be the first day of the month following approval of the governing bodies of KCMO and Liberty and upon its execution. This Agreement shall continue in full force and effect, except as otherwise provided herein, for a period of twenty (20) years from and after its effective date. This Agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies. In addition to any other rights of termination herein, either party may terminate this Agreement by giving two (2) years advance notice to the other party, however, the parties acknowledge that due to the nature of the services provided herein, consideration of the public health and safety will remain a priority.

P. **Previous Agreements.**

With the effective date of this Agreement, all previous contracts and agreements between KCMO and Liberty relating to wastewater services are superseded by this Agreement.

Q. **Complete Agreement.**

This written Agreement constitutes the complete understanding of the parties for treatment and conveyance of wastewater and can only be modified or terminated in writing by mutual agreement of the parties.

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

CITY OF LIBERTY, MISSOURI

By:

*Lyndell W. Brentan*

Mayor

ATTEST:

*Janet Pitt*

[SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_

CITY OF KANSAS CITY, MISSOURI  
WATER SERVICES DEPARTMENT

By:   
Director of Water Services

APPROVED AS TO FORM:

  
Assistant City Attorney

**LIBERTY, MISSOURI  
COOPERATIVE SEWER AGREEMENT**

**ATTACHMENT A**

**INTERCONNECTION POINTS FOR  
WASTEWATER CONVEYANCE AND TREATMENT SERVICES**

Inter-connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party	Comments
1.	12-4-86	South Liberty City Limits Segment 2 to KCMO Trunk Main N067-003	Little Shoal Creek	KCMO	LibMH LSC000 Liberty South Main
2.	NA	Withers Road and Buckingham Road Segment 1 to Segment 2 N105-010	Little Shoal Creek basin Liberty west	KCMO	LibMH LSC173
3.	NA	West central Liberty at Church Rd. near Hwy 152 N140-075	Northwest Liberty	Liberty	Car wash near Home Depot; LibMH ???
4.	NA	Pleasant Valley Church Hills of Oakwood Sub. N143-007	Small area of Northwest Liberty	Liberty	LibMH LSC082
5.	NA	West City Limits of Liberty Liberty Dr. @ Flintlock Rd. N104-020	East portion of Pleasant Valley	KCMO	LibMH LSC807 LSCE Plans MH20
6.	NA	North Church Road, West Limits at 104 <sup>th</sup> Street N178-045	North Liberty at 104 <sup>th</sup> Street	Liberty	North Liberty High School area LibMH RC900036
7.	NA	Southwest Liberty limits @Shoal Creek KC main N071-006	Southwest Liberty	Liberty	Ford Stamping Plant; LibMH SC???
8.	NA	Southwest Liberty limits Near US69/Shoal Creek N071-001	Southwest Liberty	Liberty	LibMH SC000
9.	NA	South Valley @ Flintlock Rd. and I-35	Little Shoal Creek South Valley Park	Liberty	LibMH LSC823 LSCIE MH#25

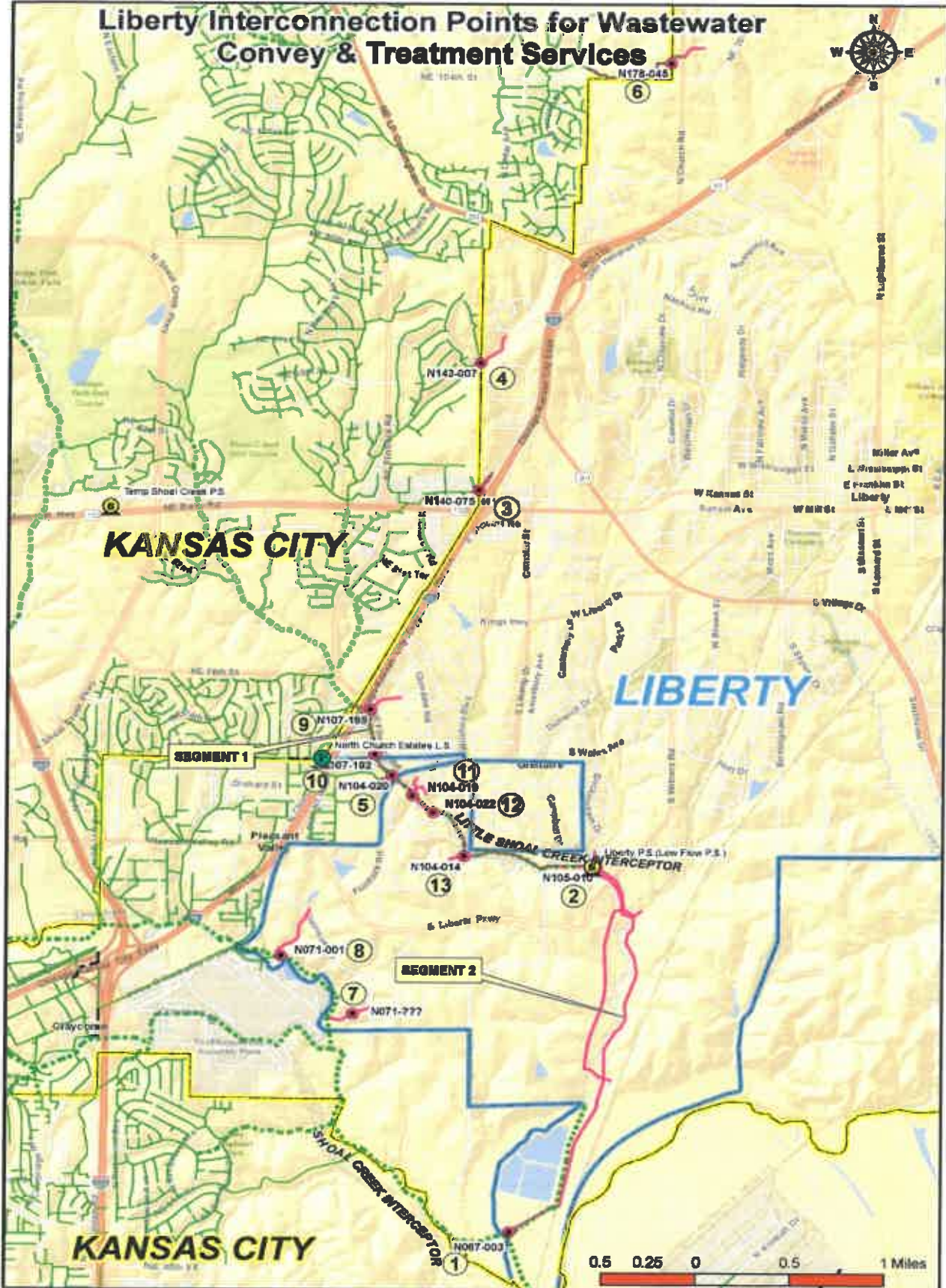
N107-195

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|-----|----|---|---|---------|------------------------------|
| 10. | NA | South Valley School Complex<br>N107-192                               | Little Shoal Creek<br>South Valley Park | Liberty | LibMH LSC814<br>LSCIE MH#22  |
| 11. | NA | Whitehall Subdivision<br>Liberty Dr. @Bur Oak Ct.                     | Little Shoal Creek                      | Liberty | LibMH LSC834<br>LSCIE MH#17A |
| 12. | NA | Whitehall Subdivision<br>Bent Oaks Sub. Parallel<br>24" main N104-022 | Little Shoal Creek                      | Liberty | LibMH LSC792<br>LSCIE MH#15  |
| 13. | NA | Our Lady of Mercy<br>South of But Oak Dr.<br>N104-014                 | Little Shoal Creek                      | Liberty | LibMH LSC778<br>LSCIE MH#11  |

Dated: Dec. 9/19

Signed: [Signature]  
KCMO

Signed: [Signature]  
Liberty



- Interconnection Point
- KCMO Sanitary sewer
- Liberty Sewer Main
- Interconnection Points Per agreement
- KCMO Interceptor
- City of Liberty
- ⊙ Pump Station
- ⊙ Lift Station

**KANSAS CITY, MISSOURI/  
LIBERTY, MISSOURI  
COOPERATIVE SEWER AGREEMENT**

**ATTACHMENT B**

**SAMPLING SCHEDULE AND SURCHARGE BASIS**

<b>Inter-connection Point</b>	<b>Sampling Parameters</b>	<b>Sample Frequency</b>	<b>Sample Reporting Date</b>	<b>Surcharge</b>
1.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20 <sup>th</sup> of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
2.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
3.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
4.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
5.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
6.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
7.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
8.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
9.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results

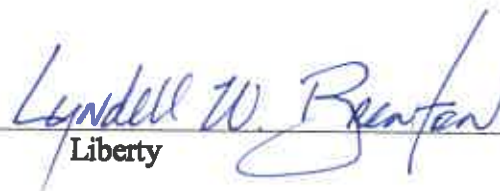
- |     |                                      |                      |  |  |
|-----|--------------------------------------|----------------------|--|--|
| 10. | KCMO Local Limits, BOD, TSS, O&G, pH | Once every 12 months | 20th of the month following sample collection date | Surcharge for high strength BOD, SS and O&G will be assessed until next sample results |
| 11. | KCMO Local Limits, BOD, TSS, O&G, pH | Once every 12 months | 20th of the month following sample collection date | Surcharge for high strength BOD, SS and O&G will be assessed until next sample results |
| 12. | KCMO Local Limits, BOD, TSS, O&G, pH | Once every 12 months | 20th of the month following sample collection date | Surcharge for high strength BOD, SS and O&G will be assessed until next sample results |
| 13. | KCMO Local Limits, BOD, TSS, O&G, pH | Once every 12 months | 20th of the month following sample collection date | Surcharge for high strength BOD, SS and O&G will be assessed until next sample results |

**Dated:**

**Signed:**

  
KCMO

**Signed:**

  
Liberty



**KANSAS CITY, MISSOURI/  
LIBERTY, MISSOURI  
COOPERATIVE SEWER AGREEMENT**

**ATTACHMENT C**

**DOCUMENTATION OF  
LIBERTY'S BOUNDARIES**

**KANSAS CITY, MISSOURI/  
LIBERTY, MISSOURI  
COOPERATIVE SEWER AGREEMENT**

**ATTACHMENT D**

**"SIGNIFICANT INDUSTRIAL OR COMMERCIAL USER"**

For the purposes of this Agreement, the definition of the term "significant industrial or commercial user" shall be any non-residential user which:

1. Is subject to Categorical Pretreatment Standards; or
2. Purchases, uses, or Discharges an average of 25,000 gallons per day or more of water; or
3. Discharges a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the Wastewater Treatment Plant serving the said user; or
4. Accepts waste from another location outside the facility's boundaries for treatment, storage or disposal; or
5. Provides "recycling" services for materials from another location outside the facility's boundaries; or
6. Provides laundering services for commercial/industrial accounts; or
7. Has the potential for discharge of silver in significant quantities; or
8. Is designated as significant by the Director on the basis that the User has a reasonable potential for adversely affecting the POTW's operations, for violating Pretreatment Standards or Requirements or sewer use ordinances or regulations enacted as described in this Agreement.

**KANSAS CITY, MISSOURI  
LIBERTY, MISSOURI  
SEWER SERVICES AGREEMENT**

**ATTACHMENT E**

**DESIGN STANDARDS FOR  
INTERJURISDICTIONAL MONITORING FACILITIES  
(IMFs)**

1. Each IMF shall include at least:
  - (a) A suitable manhole or other structure for installation of flow monitoring equipment;
  - (b) A Palmer-Bowlus flume or other appropriate flow measuring device;
  - (c) An ultrasonic open channel flow monitor including flow and pH data logging with modern capabilities and RS-232 serial port communications similar to the latest Isco Model Series 4000 flow measurement device;
  - (d) A structure generally 6-ft tall by 3 ft by 4 ft to house data recorder, 110v electric service, telephone equipment, composite sampler and ventilation fan;
  - (e) Light and ventilation to flow measuring manhole;
  - (f) Five conduits from structure to manhole for 2 sampling tubes, ultrasonic coaxial cable, light, and ventilation;
  - (g) 110v electric service to structure.
  
2. Alternate IMF designs for interconnections receiving pumped rather than gravity flow will be considered on a case by case basis.

## Attachment F - Universal Wastewater Surcharge

Effective May 1, 2019

Surcharge	Threshold	Rate lb
BOD	250	\$0.448
SS	250	\$0.220
O&G	30	\$0.191

Base Inputs	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Office Building	175	250	30	\$ -	\$ -	\$ -	\$ -
Mall	150	150	30	\$ -	\$ -	\$ -	\$ -
Hospital	820	1,233	93	\$ 1.5863	\$ 1.3495	\$ 0.0751	\$ 3.0109
Movie Theater	150	150	30	\$ -	\$ -	\$ -	\$ -
Hotel	429	486	64	\$ 0.4982	\$ 0.3240	\$ 0.0405	\$ 0.8627
Shopping Center	150	150	30	\$ -	\$ -	\$ -	\$ -
Membership Organizations	372	146	44	\$ 0.3395	\$ -	\$ 0.0167	\$ 0.3562
Automobile Service Station / Convenience Store	280	280	30	\$ 0.0835	\$ 0.0412	\$ -	\$ 0.1247
Department and Retail Stores	150	150	30	\$ -	\$ -	\$ -	\$ -
Museum	150	150	30	\$ -	\$ -	\$ -	\$ -
Casino	540	260	46	\$ 0.8071	\$ 0.0137	\$ 0.0191	\$ 0.8399

Businesses type / Stand alone	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Restaurant - Full Service Sit Down	1,000	572	147	\$ 2.0873	\$ 0.4420	\$ 0.1394	\$ 2.6688
Restaurant - Fast Food	1,198	724	150	\$ 2.6383	\$ 0.6507	\$ 0.1430	\$ 3.4320
Restaurant - Deli / Coffee Shop / Not Classified	500	400	60	\$ 0.6958	\$ 0.2059	\$ 0.0358	\$ 0.9374
Bar or Night Club ( with Food)	600	400	100	\$ 0.9741	\$ 0.2059	\$ 0.0834	\$ 1.2634
Bakery	1,400	733	150	\$ 3.2005	\$ 0.6631	\$ 0.1430	\$ 4.0066
Grocery with Butcher or Bakery	814	767	99	\$ 1.5696	\$ 0.7097	\$ 0.0822	\$ 2.3616
Dairy Store	553	517	83	\$ 0.8433	\$ 0.3665	\$ 0.0632	\$ 1.2730
Schools with Cafeteria	700	450	70	\$ 1.2524	\$ 0.2746	\$ 0.0477	\$ 1.5746
Day Care with Food	550	440	50	\$ 0.8349	\$ 0.2608	\$ 0.0238	\$ 1.1196
Golf Course with food	700	450	70	\$ 1.2524	\$ 0.2746	\$ 0.0477	\$ 1.5746
Nursing Home with Food Service	556	489	64	\$ 0.8516	\$ 0.3281	\$ 0.0405	\$ 1.2202

## Classifications

Office Building	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Restaurant - Full Service Sit Down	588	411	89	\$ 0.9407	\$ 0.2210	\$ 0.0703	\$ 1.2320
Restaurant - Fast Food	687	487	90	\$ 1.2162	\$ 0.3254	\$ 0.0715	\$ 1.6131
Restaurant - Deli / Coffee Shop / Not Classified	338	325	45	\$ 0.2449	\$ 0.1030	\$ 0.0179	\$ 0.3657
Bar or Night Club ( with Food)	388	325	65	\$ 0.3841	\$ 0.1030	\$ 0.0417	\$ 0.5287
Bakery	788	492	90	\$ 1.4973	\$ 0.3322	\$ 0.0715	\$ 1.9010
Grocery with Butcher or Bakery	495	509	65	\$ 0.6818	\$ 0.3556	\$ 0.0417	\$ 1.0791
Dairy Store	364	384	57	\$ 0.3173	\$ 0.1840	\$ 0.0322	\$ 0.5334

Mall	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$ 0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$ 0.2567	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$ 0.0343	\$ 0.0179	\$ 0.2609
Bar or Night Club ( with Food)	375	275	65	\$ 0.3479	\$ 0.0343	\$ 0.0417	\$ 0.4239
Bakery	775	442	90	\$ 1.4811	\$ 0.2636	\$ 0.0715	\$ 1.7962
Grocery with Butcher or Bakery	482	459	65	\$ 0.6457	\$ 0.2869	\$ 0.0417	\$ 0.9743
Dairy Store	352	334	57	\$ 0.2839	\$ 0.1153	\$ 0.0322	\$ 0.4314

Hospital	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Restaurant - Full Service Sit Down	910	903	120	\$ 1.8368	\$ 0.8964	\$ 0.1073	\$ 2.8405
Restaurant - Fast Food	1,009	979	122	\$ 2.1123	\$ 1.0008	\$ 0.1096	\$ 3.2227
Restaurant - Deli / Coffee Shop / Not Classified	660	817	77	\$ 1.1410	\$ 0.7784	\$ 0.0560	\$ 1.9754
Bakery	1,110	983	122	\$ 2.3934	\$ 1.0063	\$ 0.1096	\$ 3.5093
Dairy Store	687	875	88	\$ 1.2162	\$ 0.8580	\$ 0.0691	\$ 2.1433

## Attachment F - Universal Wastewater Surcharge

Effective May 1, 2019

Surcharge	Threshold	Rate lb
BOD	250	\$0.446
SS	250	\$0.220
O&G	30	\$0.191

	<u>BOD</u>	<u>SS</u>	<u>O&amp;G</u>	<u>BOD/ccf</u>	<u>SS/ccf</u>	<u>O&amp;G/ccf</u>	<u>Total/ccf</u>
<b>Movie Theater</b>							
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$0.2587	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$0.0343	\$ 0.0179	\$ 0.2609
Dairy Store	352	334	65	\$ 0.2839	\$0.1153	\$ 0.0417	\$ 0.4409
<b>Hotel</b>							
Restaurant - Full Service Sit Down	716	529	108	\$ 1.2941	\$0.3830	\$ 0.0906	\$ 1.7677
Restaurant - Fast Food	814	605	107	\$ 1.5898	\$0.4873	\$ 0.0918	\$ 2.1488
Restaurant - Deli / Coffee Shop / Not Classified	465	443	62	\$ 0.5984	\$0.2650	\$ 0.0381	\$ 0.9014
Bar or Night Club ( with Food)	515	443	82	\$ 0.7375	\$0.2650	\$ 0.0620	\$ 1.0644
<b>Shopping Center</b>							
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$0.2587	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$0.0343	\$ 0.0179	\$ 0.2609
Bar or Night Club ( with Food)	375	275	65	\$ 0.3479	\$0.0343	\$ 0.0417	\$ 0.4239
Bakery	775	442	90	\$ 1.4811	\$0.2836	\$ 0.0715	\$ 1.7962
Grocery with Butcher or Bakery	482	459	65	\$ 0.6457	\$0.2869	\$ 0.0417	\$ 0.9743
Dairy Store	352	334	57	\$ 0.2839	\$0.1153	\$ 0.0322	\$ 0.4314
<b>Membership Organizations</b>							
Restaurant - Full Service Sit Down	686	359	96	\$ 1.2134	\$0.1496	\$ 0.0787	\$ 1.4417
Restaurant - Fast Food	785	435	97	\$ 1.4889	\$0.2540	\$ 0.0799	\$ 1.8227
Restaurant - Deli / Coffee Shop / Not Classified	436	273	52	\$ 0.5176	\$0.0316	\$ 0.0262	\$ 0.5754
Bakery	886	440	97	\$ 1.7700	\$0.2608	\$ 0.0799	\$ 2.1107
Grocery with Butcher or Bakery	593	457	72	\$ 0.9548	\$0.2842	\$ 0.0501	\$ 1.2888
Dairy Store	463	332	64	\$ 0.5928	\$0.1126	\$ 0.0405	\$ 0.7459
<b>Automobile Service Station / Convenience Store</b>							
Restaurant - Full Service Sit Down	640	426	89	\$ 1.0854	\$0.2416	\$ 0.0703	\$ 1.3973
Restaurant - Fast Food	739	502	90	\$ 1.3609	\$0.3459	\$ 0.0715	\$ 1.7784
Restaurant - Deli / Coffee Shop / Not Classified	390	340	45	\$ 0.3896	\$0.1236	\$ 0.0179	\$ 0.5311
Bakery	840	507	90	\$ 1.6420	\$0.3528	\$ 0.0715	\$ 2.0663
Grocery with Butcher or Bakery	547	524	65	\$ 0.8286	\$0.3761	\$ 0.0417	\$ 1.2444
Dairy Store	417	399	57	\$ 0.4648	\$0.2045	\$ 0.0322	\$ 0.7015
<b>Department and Retail Stores</b>							
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$0.2587	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$0.0343	\$ 0.0179	\$ 0.2609
Bakery	775	442	90	\$ 1.4811	\$0.2836	\$ 0.0715	\$ 1.7962
Grocery with Butcher or Bakery	482	459	65	\$ 0.6457	\$0.2869	\$ 0.0417	\$ 0.9743
Dairy Store	352	334	57	\$ 0.2839	\$0.1153	\$ 0.0322	\$ 0.4314
<b>Museum</b>							
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$0.2587	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$0.0343	\$ 0.0179	\$ 0.2609
<b>Casino</b>							
Restaurant - Full Service Sit Down	770	416	97	\$ 1.4472	\$0.2279	\$ 0.0799	\$ 1.7549
Restaurant - Fast Food	869	492	98	\$ 1.7227	\$0.3322	\$ 0.0810	\$ 2.1360
Restaurant - Deli / Coffee Shop / Not Classified	520	330	53	\$ 0.7514	\$0.1098	\$ 0.0274	\$ 0.8887
Bar or Night Club ( with Food)	570	330	73	\$ 0.8906	\$0.1098	\$ 0.0512	\$ 1.0516
Bakery	970	497	98	\$ 2.0038	\$0.3391	\$ 0.0810	\$ 2.4239
Dairy Store	547	399	65	\$ 0.8266	\$0.1906	\$ 0.0417	\$ 1.0591

**KANSAS CITY, MISSOURI  
LIBERTY, MISSOURI  
COOPERATIVE SEWER AGREEMENT**

**ATTACHMENT G**

**LIST OF LIBERTY RESIDENTIAL CUSTOMERS (ADDRESSES) SERVED BY KANSAS CITY,  
MISSOURI**

<b>PARCELID</b>	<b>SITEADDRESS</b>	<b>SEC</b>	<b>TWN</b>	<b>RGE</b>
10902000102201	2800 N CHURCH RD	25	52	32
10919000200101	1640 N 291 HWY	36	52	32
10919000200102	1524 NE 96TH ST	36	52	32
10919000200103	1500 NE 96TH ST	36	52	32
10919000200104	1528 NE 96TH ST	36	52	32
10919000200105	1532 NE 96TH ST	36	52	32
10919000200106	1536 NE 96TH ST	36	52	32
10919000200108	1540 NE 96TH ST	36	52	32
10919000200109	1516 NE 96TH ST	36	52	32
10919000200110	1512 NE 96TH ST	36	52	32
10919000200111	1508 NE 96TH ST	36	52	32
10919000200112	1504 NE 96TH ST	36	52	32
10919000200113	1508 NE 96TH ST	36	52	32
10919000200114	1508 NE 96TH ST	36	52	32
10919000200115	1512 NE 96TH ST	36	52	32
10919000200116	1528 NE 96TH ST	36	52	32
10919000200117	1508 NE 96TH ST	36	52	32
10919000200118	1532 NE 96TH ST	36	52	32
11701000100400	1000 NE 104TH ST	30	52	31
14307000100100	1547 OAKWOOD LN	1	51	32
14307000100700	1563 OAKWOOD LN	1	51	32
14307000100800	1567 OAKWOOD LN	1	51	32
14307000100900	1571 OAKWOOD LN	1	51	32
14307000101000	1575 OAKWOOD LN	1	51	32
14307000101100	1579 NE 92ND ST	1	51	32
14307000101200	1583 NE 92ND ST	1	51	32
14307000101300	1587 NE 92ND ST	1	51	32
14307000101400	1591 NE 92ND ST	1	51	32
14307000200100	1588 NE 92ND ST	1	51	32
14307000200200	1584 NE 92ND ST	1	51	32
14307000200300	1580 NE 92ND ST	1	51	32
14307000200400	1583 WOODBINE CT	1	51	32
14307000200500	1590 WOODBINE CT	1	51	32

14307000200700	1586 WOODBINE CT	1	51	32
14307000200800	1582 WOODBINE CT	1	51	32
14307000200900	1581 SUGAR MAPLE LN	1	51	32
14307000201000	1585 SUGAR MAPLE LN	1	51	32
14307000201100	1589 SUGAR MAPLE LN	1	51	32
14307000201200	1588 SUGAR MAPLE LN	1	51	32
14307000201300	1584 SUGAR MAPLE LN	1	51	32
14307000201400	1580 SUGAR MAPLE LN	1	51	32
14307000201700	1415 TIMBER RIDGE DR	1	51	32
14307000201800	1411 TIMBER RIDGE DR	1	51	32
14307000201900	1407 TIMBER RIDGE DR	1	51	32
14307000202000	1403 TIMBER RIDGE DR	1	51	32
14307000202100	1316 WILLOW WOOD LN	1	51	32
14307000202200	1320 WILLOW WOOD LN	1	51	32
14307000202300	1321 WILLOW WOOD LN	1	51	32
14307000202400	1319 WILLOW WOOD LN	1	51	32
14307000202500	1315 WILLOW WOOD LN	1	51	32
14307000202600	1311 WILLOW WOOD LN	1	51	32
14307000202800	1303 TIMBER RIDGE DR	1	51	32
14307000300100	1327 TIMBER RIDGE CT	1	51	32
14307000300200	1402 TIMBER RIDGE DR	1	51	32
14307000300300	1314 TIMBER RIDGE DR	1	51	32
14307000300400	1310 TIMBER RIDGE DR	1	51	32
14307000300500	1306 TIMBER RIDGE DR	1	51	32
14307000300600	1302 TIMBER RIDGE DR	1	51	32
14307000300700	1556 OAKWOOD LN	1	51	32
14307000300800	1560 OAKWOOD LN	1	51	32
14307000300900	1564 OAKWOOD LN	1	51	32
14307000301000	1568 OAKWOOD LN	1	51	32
14307000301100	1572 OAKWOOD LN	1	51	32
14307000301200	1514 TIMBER RIDGE DR	1	51	32
14307000301300	1510 TIMBER RIDGE DR	1	51	32
14307000301400	1506 TIMBER RIDGE DR	1	51	32
14307000301500	1502 TIMBER RIDGE DR	1	51	32
14307000301600	1424 TIMBER RIDGE DR	1	51	32
14307000301700	1420 TIMBER RIDGE DR	1	51	32
14307000301800	1324 TIMBER RIDGE CT	1	51	32
14307000301900	1316 TIMBER RIDGE CT	1	51	32
14307000302000	1308 TIMBER RIDGE CT	1	51	32
14307000302100	1304 TIMBER RIDGE CT	1	51	32
14307000302200	1303 TIMBER RIDGE CT	1	51	32
14307000302300	1307 TIMBER RIDGE CT	1	51	32
14307000302400	1311 TIMBER RIDGE CT	1	51	32

14307000302500	1315 TIMBER RIDGE CT	1	51	32
14307000302600	1319 TIMBER RIDGE CT	1	51	32
14307000302700	1323 TIMBER RIDGE CT	1	51	32
14307000400100	1600 N 291 HWY	1	51	32
14315000301000	2120 W COLLEGE ST	12	51	32
14315000301001	2108 W COLLEGE ST	12	51	32
14315000301100	220 N CHURCH RD	12	51	32
14603000100500	2110 ST GASPAR WAY	23	51	32
14603000100700	2135 MANOR WAY	23	51	32
14603000100701	2127 MANOR WAY	23	51	32
14603000100702	2138 MANOR WAY	23	51	32
14603000100800	2109 MATAURANA DR	23	51	32
14610000701500	900 GLENDALE RD	14	51	32
14610000701600	904 GLENDALE RD	14	51	32
14610000701700	908 GLENDALE RD	14	51	32
14610000701800	912 GLENDALE RD	14	51	32
14610000701900	916 GLENDALE RD	14	51	32
14610000702000	920 GLENDALE RD	14	51	32
14610000702100	927 MIDJAY DR	14	51	32
14610000702200	923 MIDJAY DR	14	51	32
14610000702300	919 MIDJAY DR	14	51	32
14610000702400	915 MIDJAY DR	14	51	32
14610000702500	911 MIDJAY DR	14	51	32
14610000702600	907 MIDJAY DR	14	51	32
14610000702700	903 MIDJAY DR	14	51	32
14610000702800	504 PERSHING AVE	14	51	32
14610000702900	502 PERSHING AVE	14	51	32
14610000703000	809 MIDJAY DR	14	51	32
14610000703100	805 MIDJAY DR	14	51	32
14610000703200	717 MIDJAY DR	14	51	32
14610000703300	713 MIDJAY DR	14	51	32
14610000703400	709 MIDJAY DR	14	51	32
14610000703500	705 MIDJAY DR	14	51	32
14610000703600	625 MIDJAY DR	14	51	32
14610000703700	504 SHERRY LN	14	51	32
14610000703800	505 SHERRY LN	14	51	32
14610000703900	509 SHERRY LN	14	51	32
14610000704000	621 MIDJAY DR	14	51	32
14610000704100	617 MIDJAY DR	14	51	32
14610000704200	613 MIDJAY DR	14	51	32
14610000704300	609 MIDJAY DR	14	51	32
14610000704400	518 BANCROFT AVE	14	51	32
14610000704500	514 BANCROFT AVE	14	51	32



14610000704600	510 BANCROFT AVE	14	51	32
14610000704700	506 BANCROFT AVE	14	51	32
14610000704800	502 BANCROFT AVE	14	51	32
14610000704900	503 BANCROFT AVE	14	51	32
14610000705000	507 BANCROFT AVE	14	51	32
14610000705100	511 BANCROFT AVE	14	51	32
14610000705200	515 BANCROFT AVE	14	51	32
14610000705300	517 MIDJAY DR	14	51	32
14610000705400	513 MIDJAY DR	14	51	32
14610000705500	509 MIDJAY DR	14	51	32
14610000705600	505 MIDJAY DR	14	51	32
14610000705700	516 AMHURST AVE	14	51	32
14610000705800	512 AMHURST AVE	14	51	32
14610000705900	508 AMHURST AVE	14	51	32
14610000706000	504 AMHURST AVE	14	51	32
14610000706100	503 AMHURST AVE	14	51	32
14610000706200	507 AMHURST AVE	14	51	32
14610000706300	511 AMHURST AVE	14	51	32
14610000706400	515 AMHURST AVE	14	51	32
14610000706500	425 MIDJAY DR	14	51	32
14610000706600	421 MIDJAY DR	14	51	32
14610000706700	417 MIDJAY DR	14	51	32
14610000706800	520 CIERRA CR	14	51	32
14610000706900	518 CIERRA CR	14	51	32
14610000707000	514 CIERRA CR	14	51	32
14610000707100	509 CIERRA CR	14	51	32
14610000707200	513 CIERRA CR	14	51	32
14610000707300	517 CIERRA CR	14	51	32
14610000707400	393 MIDJAY DR	14	51	32
14610000707500	389 MIDJAY DR	14	51	32
14610000707600	524 BRENTWOOD DR	14	51	32
14610000707700	520 BRENTWOOD DR	14	51	32
14610000707800	516 BRENTWOOD DR	14	51	32
14610000707900	512 BRENTWOOD DR	14	51	32
14610000708000	508 BRENTWOOD DR	14	51	32
14610000708100	504 BRENTWOOD DR	14	51	32
14610000708200	310 GLENDALE RD	14	51	32
14610001200200	800 MIDJAY DR	14	51	32
14614000100100	1880 BENT OAKS DR	23	51	32
14614000100300	1856 BENT OAKS DR	23	51	32
14614000100500	1848 BENT OAKS DR	23	51	32
14614000100600	1840 BENT OAKS DR	23	51	32
14614000100700	1832 BENT OAKS DR	23	51	32

14614000100800	1824 BENT OAKS DR	23	51	32
14614000100900	1816 BENT OAKS DR	23	51	32
14614000101000	1808 BENT OAKS DR	23	51	32
14614000101100	1800 BENT OAKS DR	23	51	32
14614000101200	1801 BENT OAKS DR	23	51	32
14614000101300	1809 BENT OAKS DR	23	51	32
14614000101400	1849 BENT OAKS DR	23	51	32
14614000101500	1855 BENT OAKS DR	23	51	32
14614000101600	1859 BENT OAKS CT	23	51	32
14614000101700	1863 BENT OAKS CT	23	51	32
14614000101800	1867 BENT OAKS CT	23	51	32
14614000101900	1871 BENT OAKS DR	23	51	32
14614000102000	1879 BENT OAKS DR	23	51	32
14614000102100	2216 WINDING WOODS DR	23	51	32
14614000102200	2208 WINDING WOODS DR	23	51	32
14614000102300	2200 WINDING WOODS DR	23	51	32
14614000102400	2152 OAK CREST DR	23	51	32
14614000102500	1862 HIDDEN OAKS CT	23	51	32
14614000102600	1856 HIDDEN OAKS CT	23	51	32
14614000102700	1850 HIDDEN OAKS CT	23	51	32
14614000102800	1851 HIDDEN OAKS CT	23	51	32
14614000102900	1859 HIDDEN OAKS CT	23	51	32
14614000103000	1867 HIDDEN OAKS CT	23	51	32
14614000103100	2136 OAK CREST DR	23	51	32
14614000103200	2128 OAK CREST DR	23	51	32
14614000103300	2124 OAK CREST DR	23	51	32
14614000103400	2120 OAK CREST DR	23	51	32
14614000103500	2116 WINDING WOODS DR	23	51	32
14614000103600	2108 WINDING WOODS DR	23	51	32
14614000103700	2100 WINDING WOODS DR	23	51	32
14614000103800	2101 WINDING WOODS DR	23	51	32
14614000103900	2109 WINDING WOODS DR	23	51	32
14614000104000	2117 WINDING WOODS DR	23	51	32
14614000104100	2125 WINDING WOODS DR	23	51	32
14614000104200	2133 WINDING WOODS DR	23	51	32
14614000104300	2141 WINDING WOODS DR	23	51	32
14614000104400	2149 WINDING WOODS DR	23	51	32
14614000104500	2157 WINDING WOODS DR	23	51	32
14614000104600	2209 OAK CREST DR	23	51	32
14614000104700	2217 OAK CREST DR	23	51	32
14614000104800	2225 OAK CREST DR	23	51	32
14614000104900	2233 OAK CREST DR	23	51	32
14614000105000	2230 OAK CREST DR	23	51	32

14614000105100	2226 OAK CREST DR	23	51	32
14614000105200	2218 OAK CREST DR	23	51	32
14614000105400	2209 WINDING WOODS DR	23	51	32
14614000105500	2217 WINDING WOODS DR	23	51	32
14614000200100	2154 WINDING WOODS DR	23	51	32
14614000200200	2155 OAK CREST DR	23	51	32
14614000200300	2145 OAK CREST DR	23	51	32
14614000200400	2129 OAK CREST DR	23	51	32
14614000200500	2124 WINDING WOODS DR	23	51	32
14614000200600	2132 WINDING WOODS DR	23	51	32
14614000200700	2142 WINDING WOODS DR	23	51	32
14614000400100	2153 RED OAK LN	23	51	32
14614000400200	2149 RED OAK LN	23	51	32
14614000400300	2145 RED OAK LN	23	51	32
14614000400400	1784 RED OAK CT	23	51	32
14614000400500	1788 RED OAK CT	23	51	32
14614000400600	1792 RED OAK CT	23	51	32
14614000400700	1796 RED OAK CT	23	51	32
14614000400800	1789 RED OAK CT	23	51	32
14614000401000	2141 RED OAK LN	23	51	32
14614000401100	2133 RED OAK LN	23	51	32
14614000401200	2129 RED OAK LN	23	51	32
14614000401300	2125 RED OAK LN	23	51	32
14614000401400	2121 RED OAK LN	23	51	32
14614000401500	2117 RED OAK LN	23	51	32
14614000401600	2113 RED OAK LN	23	51	32
14614000401700	2109 RED OAK LN	23	51	32
14614000402100	2106 BUR OAK CT	23	51	32
14614000402200	2110 BUR OAK CT	23	51	32
14614000402300	2114 BUR OAK CT	23	51	32
14614000402400	2118 BUR OAK CT	23	51	32
14614000402500	2122 BUR OAK CT	23	51	32
14614000402600	2121 BUR OAK CT	23	51	32
14614000402700	2103 BUR OAK CT	23	51	32
14614000402800	1812 BUR OAK DR	23	51	32
14614000402900	1820 BUR OAK DR	23	51	32
14614000500300	1777 OAK LEAF DR	23	51	32
14614000500401	2124 RED OAK LN	23	51	32
14614000501100	1805 BUR OAK DR	23	51	32
14614000501200	1809 BUR OAK DR	23	51	32
14614000501300	1813 BUR OAK DR	23	51	32
14614000501400	1817 BUR OAK DR	23	51	32
14614000600100	2150 RED OAK LN	23	51	32

14614000600200	2146 RED OAK LN	23	51	32
14614000600300	2142 RED OAK LN	23	51	32
14614000600400	2138 RED OAK LN	23	51	32
14614000600500	2134 RED OAK LN	23	51	32
14614000600600	1774 OAK LEAF DR	23	51	32
14901000100100	0 HUGHES RD	26	51	32

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

This First Amended Cooperative Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between The City of Liberty, Missouri, a Special Charter City of the State of Missouri, hereinafter referred to as "Liberty" and the CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "KCMO", (hereinafter, the "Amendment")

**WITNESSETH:**

**WHEREAS**, Liberty and KCMO entered into a Cooperative Agreement for Sewer Service on November 15, 2019 ("Agreement") that addressed issues including but not limited to: (1) ownership or use of the Little Shoal Creek Interceptor Extension, the South Liberty Line and their appurtenances, (2) fair compensation and terms for the sale/purchase/use of these assets, and (3) the rights, obligations and terms for future sewer services or connections to either party's sewer system or facilities; and

**WHEREAS**, KCMO has been using Segment 2, pursuant to the terms of the Agreement; and

**WHEREAS**, Liberty has informed KCMO that Segment 2, as noted in the map associated with Attachment A, needs significant repair to remain in operation and KCMO has elected to connect to the Liberty interceptor sewer constructed as part of the Liberty Treatment Plant in lieu of making needed repairs to Segment 2; and

**WHEREAS**, the Agreement authorizes emergency treatment services to KCMO upon failure of Segment 2, but KCMO desires temporary non-emergency treatment services through the connection at the Liberty interceptor sewer; and

**WHEREAS**, the Parties now desire to amend the Agreement to address future services, KCMO's disconnection from Segment 2 responsibilities, and Liberty providing treatment services to KCMO on a temporary, non-emergency basis; and

**WHEREAS**, Liberty, under the provisions of the Liberty's City Code of Ordinances, Chapter 29, and KCMO, under the provisions of Charter and Code of Ordinances, are empowered to acquire, construct, maintain and control common systems of sewers and wastewater treatment plants to provide sanitary conditions for the preservation of public health; and

**WHEREAS**, the provisions of R.S.Mo. Section 70.210 *et. seq.* and other authority allows political subdivisions and municipalities of Missouri to contract and cooperate with other political subdivisions and municipalities for the planning, development, construction, acquisition, or operation of public improvements or facilities, or for common services; and

**WHEREAS**, it has become mutually desirable and beneficial to amend certain terms and provisions of the

**Agreement;**

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

**Section 1. Sections Amended.**

**Article II, Section D, Subsection 3** is hereby amended by deleting the language therein and inserting the following:

For the previous month before the last day of the following month, Liberty will provide a list of addresses for all customers cited in Attachment G that receive wastewater treatment service from KCMO, which shall be revised periodically, but no less than once annually or as required as reasonably determined by Liberty, to indicate any changes impacting the overall service required, and their associated water usage for the month which will serve as the basis for their monthly wastewater charge.

**Article III Title** is hereby amended to read LIBERTY PROVISION OF WASTEWATER CONVEYANCE AND TEMPORARY TREATMENT SERVICES TO KCMO

**Article III, Section A,** is hereby amended by deleting the language therein and inserting the following:

**Scope.**

This Article applies to KCMO's use of Liberty's South sewer line designated as Segment 2 depicted in the map associated with Attachment A incorporated by reference as if fully set out herein (hereinafter "Segment 2") and the provision of temporary, non-emergency wastewater treatment services provided to KCMO by Liberty through a new connection at the Liberty Interceptor Sewer depicted in the map associated with Attachment A incorporated by reference as if fully set out herein (hereinafter "Liberty Interceptor Sewer").

**Article III, Section B** is hereby amended by deleting the language therein and inserting the following:

**Rights of Use.**

Subject to the conditions herein, KCMO shall have the right to discharge sanitary sewage and wastes into Liberty's system. The Parties acknowledge that KCMO's use is temporary and shall cease not later than December 31, 2026, unless otherwise agreed to by the parties.

**Article III, Section F** is hereby amended by deleting the title and the language therein and inserting the following:

**Special Conditions.**

1. **Acknowledgement of Status.** As of the effective date of this Amendment, the parties agree that KCMO is using its best efforts to cease use of Segment 2 as soon as reasonably possible, and KCMO has taken steps to ensure it can continue to use Segment 2 in compliance with the Agreement until a new connection can be properly made and its use of Segment 2 stops. KCMO is accepting all risk and liability, including but not limited to governmental compliance, for its continued use of Segment 2. KCMO shall cease its use of Segment 2 and connect to the Liberty Interceptor Sewer as soon as reasonably practicable but in

- no event not later than May 31, 2021. Until KCMO connects to Liberty's interceptor sewer, KCMO shall continue to pay Liberty \$2,575.00 on the first of every month in accordance with the Agreement.
2. **Indemnification.** KCMO shall be solely responsible for any overflow, discharge, or other damage, cost, or liability, including but not limited to governmental compliance, penalties, and costs relating thereto, arising from its use at the connection to the Liberty Interceptor Sewer or any flow or material allowed by KCMO to be conveyed therein. To the extent allowable by law, KCMO shall hold harmless and indemnify, including reasonable costs and reasonable attorneys' fees, and defend Liberty from any cost, damage, liability, or expense in any way arising from KCMO's use of Segment 2, connection to the Liberty interceptor sewer, or any flow or material allowed by KCMO to be conveyed therein.
  3. **Segment 2 Termination and Restoration.** Per the terms of the Agreement, KCMO agrees that once KCMO no longer uses Segment 2, KCMO shall disconnect Segment 2 from the Kansas City system, install a permanent plug at the Liberty Segment 2 line, and otherwise secure both systems at that point. KCMO shall work with Liberty to establish a mutually agreeable timeline for the work and ensure upon completion of such work that the surrounding area is in a reasonably safe condition.
  4. **Temporary Services.** Liberty shall provide KCMO treatment services through KCMO's connection to the Liberty Interceptor Sewer. KCMO, for its convenience, may terminate its use of Liberty's system upon 30 days' written notice to Liberty, however nothing herein shall alleviate, limit, or exempt KCMO of its duty in subparagraph 2 above for claims which arise prior to the effective date of termination or subparagraph 3. The parties further agree that if Liberty determines that its system is no longer capable of providing treatment services to KCMO in compliance with law or for capacity issues, it may cancel KCMO's right to receive treatment services upon 30 days written notice to KCMO, unless as otherwise provided herein. If practicable, KCMO will pay for a meter and installation of said meter that will be used to measure wastewater flow sent to Liberty. Liberty will be responsible for maintaining the installed meter and providing reads from the meter. If this is not practicable based on an engineering estimate, Liberty agrees to use a Residential Equivalent Unit (REU) similar to KCMO's practice for charging Liberty in their prior 1999 sewer agreement. KCMO shall pay Liberty for wastewater flow sent to Liberty at a rate of \$1.61 per 100 cubic feet (equivalent of \$2.15 per 1,000 gallons). For each 12-month period after the effective date of the Agreement, the treatment rate shall increase by 3% per 12-month period. However, Liberty shall have the right, if it so chooses, to periodically have a Cost of Service study performed by a third party. If a Cost of Service study determines that the rate KCMO pays to Liberty for wastewater flow sent to Liberty is different than the rate established in this paragraph, the parties shall agree to meet, discuss, and establish a new rate.
  5. **Emergency Services.** Notwithstanding the termination date of temporary services in Section B of Article III, upon request of KCMO, Liberty shall be authorized to provide emergency treatment services to KCMO. Liberty agrees it shall to the extent reasonably practicable make emergency wastewater treatment services available to KCMO for such reasonable time as necessary, subject to the provisions of this Agreement. The rate for such services shall be at the same rate as if Liberty had continued to provide temporary services as specified in Section F.4 of Article III.

## Section 2. Sections Deleted

Article III, Section E is hereby deleted.

All other provisions of the Agreement not specifically amended by this Amendment shall remain in full force and effect.

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

CITY OF LIBERTY, MISSOURI

ATTEST:

By: \_\_\_\_\_  
City Administrator

\_\_\_\_\_

[SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_

CITY OF KANSAS CITY, MISSOURI  
WATER SERVICES DEPARTMENT

By: \_\_\_\_\_  
Director of Water Services

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney