

**AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL
COOPERATIVE AGREEMENT FOR SEWER SERVICE
BETWEEN THE CITY OF OLATHE, KANSAS
AND
JOHNSON COUNTY, KANSAS**

This Amendment No.1 ("Amendment") to the Intergovernmental Cooperative Agreement for Sewer Service Between the City of Olathe, Kansas and Johnson County, Kansas dated February 19, 2004 ("Agreement") is entered into this ____ day of _____, 2025, by and between the Board of County Commissioners of Johnson County, Kansas, acting as the governing body of the Consolidated Main Sewer District, Johnson County and Johnson County Wastewater, hereinafter referred to as "Johnson County" and the City of Olathe, Kansas, hereinafter referred to as "Olathe",

WHEREAS under the provisions of Johnson County Charter Resolution No. 29-92, and K.S.A. 12-856 *et seq.*, Johnson County and Olathe are empowered to create, construct, maintain and control sewer districts and to govern, administer, and provide sewage treatment services for properties located within such districts to secure proper sanitary conditions for the preservation of public health; and

WHEREAS pursuant to the provisions of K.S.A. 12-2908, the parties may enter into intergovernmental cooperative agreements to promote the planning, development, construction, acquisition, and operation of public improvements or sewage facilities in a mutually advantageous manner; and

WHEREAS on February 19, 2004, the City of Olathe and Johnson County executed the Agreement, enabling the City of Olathe to transport a limited amount of wastewater on a long-term basis from its corporate boundaries to the Indian Creek Middle Basin Main Sewer District No. 1 Treatment Plant for wastewater treatment services and established standards and billing procedures related thereto;

WHEREAS Exhibit "A" of the Agreement designated the service area in which sewage would be collected by Olathe via a separate agreement between Olathe and the developer of the area, and discharged into the existing Johnson County Consolidated Main Sewer District (CMSD);

WHEREAS Johnson County and Olathe desire to modify and replace Exhibit "A" of the Agreement to add to the service area as described in this Amendment in which sewage will be collected by Olathe via a separate agreement between Olathe and the developer of the area, and discharged into the existing Johnson County CMSD (hereinafter Additional Service Area);

WHEREAS Article IV of the Agreement allows for the adjustment of the service area; and

WHEREAS, Article V(M) of the Agreement provides that it may be amended by mutual agreement of the parties.

NOW THEREFORE for and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between Olathe and Johnson County as follows:

1. This Amendment is solely intended to amend and modify the boundary of sewer service sent to the Johnson County CMSD and the way charges are assessed for this Additional Service Area. All terms and conditions of the Agreement, unless otherwise modified by, or made inconsistent

with, the provisions of this Amendment, shall remain in full force and effect, and shall be made binding on the Parties hereto.

2. Exhibit "A" of the Agreement is hereby replaced and superseded by the attached Exhibit "A", which is incorporated herein and by reference into the Agreement.
3. Article II(F) of the Agreement (Transport Facilities and Interconnection Monitoring Facility (IMF)) is hereby modified by adding the following condition:

The Additional Service Area addressed by this Amendment connects to JCW CMSD at Manhole 0430054 as described at Johnson County Automated Information Mapping System, roughly northeast of 121st Terrace and Alcan Street.

4. Article II (H.1) of the 2004 Agreement (Regulation of Flows. Quantity) is hereby modified by adding the following condition:

The quantity of wastewater discharged from the Additional Service Area described in Exhibit "A" shall be limited to an average daily dry weather flow of 25,000 gallons per day (gpd) and/or a peak wet weather flow of 125,000 gpd in a 24-hour period.

5. Article III(F) of the 2004 Agreement (Billing and Payment) is hereby modified by adding the following condition:

For areas discharging to the CMSD that are not upstream of the Interconnection Monitoring Facility (IMF), and therefore are not included in the flow data captured by the IMF, Olathe shall include the additional flow in the monthly billing report. Olathe will generate a monthly invoice based on fees billed from the Additional Service Area. Olathe shall determine, and include in the report, water use measure for residential units and the percentage of building units in the subdivision connected to Olathe versus JCW sewer systems. The percentage shall be used in conjunction with the water use measured for the residential units. Olathe shall pass to JCW all fees billed by the City for units connected to the JCW sewer system.

Upon final build out of the subdivision, the percentage of building units in the subdivision connected to Olathe versus JCW sewer systems shall be considered set. The build out percentage will remain static from that point until such time that JCW and Olathe agree an update is necessary.

6. Article III of the 2004 Agreement is hereby modified by adding the following Paragraph G:

G. Connection Fees and System Development Fees (SDF). It is understood and agreed by the parties that a reasonable method to recover capital and operation and maintenance costs associated with the treatment plant and conveyance capacity from

the Olathe area is through the collection of connection fees and SDF used by both parties to recover growth related costs. Olathe will collect its usual connection fees and SDF from its customers in the service area at the time of connection. The connection fees and SDF billed by Olathe for units that are within the Additional Service Area, as shown in Exhibit A of this amendment, shall be included in the monthly payment to JCW.

IN WITNESS WHEREOF, the parties have executed this Amendment the date first above written.

Mike Kelly, Chairman, Johnson County Board of County Commissioners

Approved as to Form:

Ryan Haga, Assistant County Counselor

John Bacon, Mayor, City of Olathe

Approved as to Form.

Ron Shaver, City Attorney

