

Agreement for the Establishment of Watershed Organization 2 in Johnson County, Kansas

This Agreement is entered into by and among the cities of Leawood, Lenexa, Olathe, Overland Park, and Prairie Village, Kansas (collectively “Watershed Organization Member” or “Members”); in connection with their desire and intent to undertake a cooperative effort relating to stormwater and flood control matters within the Watershed Organization boundaries.

Recitals

A. Previously, stormwater improvement efforts within Johnson County have been carried out independently, rather than cooperatively.

B. The Members desire to cooperate in future stormwater-related projects through an informal watershed organization for the purposes of broadly and comprehensively cooperating in stormwater management projects within a particular watershed giving appropriate consideration to watershed-wide, rather than solely local concerns (hereinafter the “Watershed Organization”).

C. The Members acknowledge that funds for stormwater structural and non-structural measures and projects including proper maintenance of the stormwater system may be spent in a collaborative effort directed towards common benefits without focusing upon location within one jurisdiction or another.

D. The Members recognize that benefits may be derived from a comprehensive collaborative approach and the development of a master plan to reduce flood risks, replace and maintain systems, and improve water quality within the watershed.

E. The Watershed Organization will be the means by which the Members will participate and obtain funding from the Johnson County Stormwater Management Program.

F. The Watershed Organization boundary is depicted on the attached exhibit.

Agreement

The Members to this Agreement agree as follows:

1. Each of the undersigned Members shall be a member of Watershed Organization 2 (the “Organization”) which shall be an unincorporated association.
2. The Organization shall develop and implement a master plan that will identify and prioritize improvements to address flooding, water quality and stormwater system replacement (hereinafter the “Watershed Master Plan”).

3. The Organization's general approach shall be to develop stormwater related studies and improvement projects using recognized and accepted stormwater engineering principles and practices.
4. The Organization shall discuss minimum design standards, policies and actions in an effort to promote consistency and a uniform approach to stormwater management improvements throughout the watershed.
5. The Organization will prioritize improvement projects identified in the Watershed Master Plan and may collaborate to pursue the identified projects. The primary funding source for these improvement projects shall be the Johnson County Stormwater Management Program.
6. The Organization may also pursue funding from the Johnson County Stormwater Management Program for stormwater improvement projects which have benefits limited to a sole Member jurisdiction (i.e., local projects).
7. The Organization may participate in a watershed-wide public education program to promote the benefits of the Organization's cooperative effort with respect to flood risk reductions, water quality and system replacement.
8. The Organization's internal operating procedures shall be as set forth by the "Watershed Organization By-laws," a copy of which is attached to this Agreement.
9. This Agreement shall be effective on January 1, 2020 and shall remain in effect for 10 years.
10. It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction or governmental entity. Nothing in this Agreement shall be deemed to be contrary to any Member's statutory or other duties or obligations and the Organization shall have no authority or ability to encumber any funds of any Member or enter into a contract or agreement on behalf of any Member.
11. Individual Member's may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

Signature Page (1 of 5)

City of Leawood, Kansas

Peggy J. Dunn, Mayor

Attest: City Clerk

Date

Signature Page (2 of 5)

City of Lenexa, Kansas

Michael A. Boehm, Mayor

Attest: City Clerk

Date

Signature Page (3 of 5)

City of Olathe, Kansas

Michael Copeland, Mayor

Attest: City Clerk

Date

Signature Page (4 of 5)

City of Overland Park, Kansas

Carl R. Gerlach, Mayor

Attest: City Clerk

Date

Signature Page (5 of 5)

City of Prairie Village, Kansas

Eric Mikkelson, Mayor

Attest: City Clerk

Date

Agreement for the Establishment of Watershed Organization 3 in Johnson County, Kansas

This Agreement is entered into by and among the cities of Leawood, Olathe, Overland Park, Spring Hill, and unincorporated Johnson County, Kansas (collectively “Watershed Organization Member” or “Members”); in connection with their desire and intent to undertake a cooperative effort relating to stormwater and flood control matters within the Watershed Organization boundaries.

Recitals

A. Previously, stormwater improvement efforts within Johnson County have been carried out independently, rather than cooperatively.

B. The Members desire to cooperate in future stormwater-related projects through an informal watershed organization for the purposes of broadly and comprehensively cooperating in stormwater management projects within a particular watershed giving appropriate consideration to watershed-wide, rather than solely local concerns (hereinafter the “Watershed Organization”).

C. The Members acknowledge that funds for stormwater structural and non-structural measures and projects including proper maintenance of the stormwater system may be spent in a collaborative effort directed towards common benefits without focusing upon location within one jurisdiction or another.

D. The Members recognize that benefits may be derived from a comprehensive collaborative approach and the development of a master plan to reduce flood risks, replace and maintain systems, and improve water quality within the watershed.

E. The Watershed Organization will be the means by which the Members will participate and obtain funding from the Johnson County Stormwater Management Program.

F. The Watershed Organization boundary is depicted on the attached exhibit.

Agreement

The Members to this Agreement agree as follows:

1. Each of the undersigned Members shall be a member of Watershed Organization 3 (the “Organization”) which shall be an unincorporated association.

2. The Organization shall develop and implement a master plan that will identify and prioritize improvements to address flooding, water quality and stormwater system replacement (hereinafter the “Watershed Master Plan”).
3. The Organization’s general approach shall be to develop stormwater related studies and improvement projects using recognized and accepted stormwater engineering principles and practices.
4. The Organization shall discuss minimum design standards, policies and actions in an effort to promote consistency and a uniform approach to stormwater management improvements throughout the watershed.
5. The Organization will prioritize improvement projects identified in the Watershed Master Plan and may collaborate to pursue the identified projects. The primary funding source for these improvement projects shall be the Johnson County Stormwater Management Program.
6. The Organization may also pursue funding from the Johnson County Stormwater Management Program for stormwater improvement projects which have benefits limited to a sole Member jurisdiction (i.e., local projects).
7. The Organization may participate in a watershed-wide public education program to promote the benefits of the Organization’s cooperative effort with respect to flood risk reductions, water quality and system replacement.
8. The Organization’s internal operating procedures shall be as set forth by the “Watershed Organization By-laws,” a copy of which is attached to this Agreement.
9. This Agreement shall be effective on January 1, 2020 and shall remain in effect for 10 years.
10. It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction or governmental entity. Nothing in this Agreement shall be deemed to be contrary to any Member’s statutory or other duties or obligations and the Organization shall have no authority or ability to encumber any funds of any Member or enter into a contract or agreement on behalf of any Member.
11. Individual Member’s may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

Signature Page (1 of 5)

City of Leawood, Kansas

Peggy J. Dunn, Mayor

Attest: City Clerk

Date

Signature Page (2 of 5)

City of Olathe, Kansas

Michael Copeland, Mayor

Attest: City Clerk

Date

Signature Page (3 of 5)

City of Overland Park, Kansas

Carl R. Gerlach, Mayor

Attest: City Clerk

Date

Signature Page (4 of 5)

City of Spring Hill, Kansas

Steven M. Ellis, Mayor

Attest: City Clerk

Date

Signature Page (5 of 5)

Board of County Commissioners of Johnson County, Kansas

Ed Eilert, Chairman

Attest: Deputy County Clerk

Date

Agreement for the Establishment of Watershed Organization 6 in Johnson County, Kansas

This Agreement is entered into by and among the cities of Bonner Springs, De Soto, Lake Quivira, Lenexa, Olathe, Shawnee, and unincorporated Johnson County (collectively “Watershed Organization Member” or “Members”); in connection with their desire and intent to undertake a cooperative effort relating to stormwater and flood control matters within the Watershed Organization boundaries.

Recitals

A. Previously, stormwater improvement efforts within Johnson County have been carried out independently, rather than cooperatively.

B. The Members desire to cooperate in future stormwater-related projects through an informal watershed organization for the purposes of broadly and comprehensively cooperating in stormwater management projects within a particular watershed giving appropriate consideration to watershed-wide, rather than solely local concerns (hereinafter the “Watershed Organization”).

C. The Members acknowledge that funds for stormwater structural and non-structural measures and projects including proper maintenance of the stormwater system may be spent in a collaborative effort directed towards common benefits without focusing upon location within one jurisdiction or another.

D. The Members recognize that benefits may be derived from a comprehensive collaborative approach and the development of a master plan to reduce flood risks, replace and maintain systems, and improve water quality within the watershed.

E. The Watershed Organization will be the means by which the Members will participate and obtain funding from the Johnson County Stormwater Management Program.

F. The Watershed Organization boundary is depicted on the attached exhibit.

Agreement

The Members to this Agreement agree as follows:

1. Each of the undersigned Members shall be a member of Watershed Organization 6 (the “Organization”) which shall be an unincorporated association.

2. The Organization shall develop and implement a master plan that will identify and prioritize improvements to address flooding, water quality and stormwater system replacement (hereinafter the “Watershed Master Plan”).
3. The Organization’s general approach shall be to develop stormwater related studies and improvement projects using recognized and accepted stormwater engineering principles and practices.
4. The Organization shall discuss minimum design standards, policies and actions in an effort to promote consistency and a uniform approach to stormwater management improvements throughout the watershed.
5. The Organization will prioritize improvement projects identified in the Watershed Master Plan and may collaborate to pursue the identified projects. The primary funding source for these improvement projects shall be the Johnson County Stormwater Management Program.
6. The Organization may also pursue funding from the Johnson County Stormwater Management Program for stormwater improvement projects which have benefits limited to a sole Member jurisdiction (i.e., local projects).
7. The Organization may participate in a watershed-wide public education program to promote the benefits of the Organization’s cooperative effort with respect to flood risk reductions, water quality and system replacement.
8. The Organization’s internal operating procedures shall be as set forth by the “Watershed Organization By-laws,” a copy of which is attached to this Agreement.
9. This Agreement shall be effective on January 1, 2020 and shall remain in effect for 10 years.
10. It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction or governmental entity. Nothing in this Agreement shall be deemed to be contrary to any Member’s statutory or other duties or obligations and the Organization shall have no authority or ability to encumber any funds of any Member or enter into a contract or agreement on behalf of any Member.
11. Individual Member’s may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

Signature Page (1 of 7)

City of Bonner Springs, Kansas

Jeff Harrington, Mayor

Attest: City Clerk

Date

Signature Page (2 of 7)

City of De Soto, Kansas

Rick Walker, Mayor

Attest: City Clerk

Date

Signature Page (3 of 7)

City of Lake Quivira, Kansas

Ben C. Kalny, Mayor

Attest: City Clerk

Date

Signature Page (4 of 7)

City of Lenexa, Kansas

Michael A. Boehm, Mayor

Attest: City Clerk

Date

Signature Page (5 of 7)

City of Olathe, Kansas

Michael Copeland, Mayor

Attest: City Clerk

Date

Signature Page (6 of 7)

City of Shawnee, Kansas

Michelle Distler, Mayor

Attest: City Clerk

Date

Signature Page (7 of 7)

Board of County Commissioners of Johnson County, Kansas

Ed Eilert, Chairman

Attest: Deputy County Clerk

Date