



All Times are Approximate

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|-----------|---|------------------------------------|------------|
| 1 | Call To Order
Prayer
Flag Salute | | 8:00 a.m. |
| 2 | Public Forum
<i>This is reserved for public comment for any items not on the agenda limited to 3 minutes</i> | | 8:00 a.m. |
| 3 | Sales Tax Discussion | Kevin Cowan, Gilmore & Bell | 8:05 a.m. |
| 4 | NCKLEPG Invoice and Contract | Tammi Cox, County Clerk | 8:45 a.m. |
| 5 | Recycling Center | Ashley Swisher | 9:00 a.m. |
| 6 | KDOT Criteria Selection | Chris Smith, Public Works Director | 9:15 a.m. |
| 7 | NaCo Membership | Duane Morris, Commissioner | 9:30 a.m. |
| 8 | Consent Agenda
Accounts Payable
Commission Minutes (April 27th)
AAE's | | 9:45 a.m. |
| 9 | Clerk Comments | Tammi Cox, County Clerk | 10:00 a.m. |
| 10 | Commissioner's Comments | | 10:15 a.m. |
| 11 | Adjournment | | 10:30 a.m. |

BILLING STATEMENT

SMITH COUNTY HEALTH DEPARTMENT
 119 S MAIN
 SMITH CENTER, KANSAS 66967
 PH: 785-282-6656 FAX: 785-282-3301 Date 4/14/26

Bill to: Ottawa County
 NAME: Attn: Tammi Cox
 ADDRESS: 307 N. Concord
 CITY/STATE: Minneapolis, KS. 67467

DATE	DESCRIPTION	CHARGE	CREDIT	BALANCE
	PREVIOUS BALANCE			
4/14/2026	NCKLEPG- Annual County	\$ 1,500.00	\$ -	\$ 1,500.00
	Match, Due 7/1/2026			
TOTAL				\$ 1,500.00

INTERLOCAL SERVICE CONTRACT
, BETWEEN
AREA COUNTY COMMISSIONS AND COUNTY HEALTH DEPARTMENTS
FOR THE
DEVELOPMENT OF COORDINATED ENVIRONMENTAL PLANNING
AND
THE IMPLEMENTATION OF ENVIRONMENTAL PROGRAMS

INTRODUCTION

WHEREAS, K.S.A 12-2904 provides for any municipality to contract with any other municipality to perform governmental services, activities, or undertakings specified therein, including environmental plans and programs; and

WHEREAS, there is a recognizable goal in North Central Kansas with respect to conducting coordinating environmental plans and programs which can best be achieved through interlocal cooperation; and

WHEREAS, the concept of regional and county environmental efforts have been recognized in the Kansas Water Plan and have been funded by the Legislature;

THEREFORE, the undersigned governmental units hereby agree to the following terms and conditions in order to address commonly perceived environmental problems within their respective counties.

SECTION I: PURPOSE AND GOALS

It shall be in the desire of the participants to design, adopt and carry out an acceptable environmental plan that will ultimately contain elements such as on-site wastewater management, non-public water supply management, solid waste management, hazardous waste management, public water supply management, non-point source pollution, subdivision water and wastewater management and any other elements deemed locally necessary, and to seek grants and other funding that may be available to address these stated goals.

SECTION II: ORGANIZATION

The counties (hereinafter referred to as participants) have formed a local environmental planning group (hereinafter referred to as the North Central Kansas Local Environmental Planning Group or NCKLEPG) made up of an advisory board where more than one person per county can attend, but representation will be one-county, one vote defined as a quorum with a unanimous vote. The board member shall be appointed by the county board of health or county commissioners.

The NCKLEPG shall conduct group collaborations at least (2) times a year and shall be responsible for all policy issues and activities under this agreement, and shall be subject to all open meeting criteria. These meetings will be held in conjunction with Quad meetings open to accept participants of NCKLEPG.

The lead agency of NCKLEPG shall be Smith County. Smith County shall be responsible for all outgoing documents, fee requests, applications, reports, etc. on behalf of the program participants of NCKLEPG.

A county sanitarian code has been approved and adopted by the participants, the NCKLEPG, along with the county health departments, will enforce adopted policies and programs.

SECTION III: PARTICIPANTS

The participants within the NCKLEPG agree to the terms and conditions of this contract. The participants may by suitable action join this contract or withdraw from this contract as described in section IX. All participants to this contract are listed in the signature section of this contract.

SECTION IV: ACCEPTANCE OF NEW PARTICIPANTS

In case of a new county participant requesting to join, a signed statement in the form of a resolution that they have read the interlocal service contract and agree to its terms shall be submitted to the advisory board for approval and must be approved before that county may participate. The board of county commissioners and the board of health of the participants agree to grant the authority to the NCKLEPG advisory board to accept any new county as a participant. The vote of the advisory board must be unanimous before a county may be allowed to participate.

SECTION V: RESPONSIBILITIES

A: County commission participants agree to:

1. Directly oversee the NCKLEPG in cooperation with the county board of health participants to insure that program goals are met.
2. Identify or develop, and confer appropriate enforcement authority to the NCKLEPG since the codes have been adopted.
3. Appropriately budget for and dispense any required local funding directly to the lead agency as provided for under section VI.
4. Provide program staff with access to county expertise when requested, provided such request is appropriate. Such county expertise may include, but not limited to, the county engineer, extension agent, county attorney, health officer, and KDHE State agency.

B: County boards of health participants agree to:

1. Appoint one member to the NCKLEPG advisory board.
2. Directly oversee the NCKLEPG in cooperation with the county commission participants to insure that program goals are being met.

3. Unless other arrangements are between the lead agency and KDHE, receive any approved funds and distribute them directly to the lead agency.
4. In the event additional costs are incurred after July 1st, 2026 for insurance premiums, unemployment taxes and other employment taxes, each county agrees to share such costs equally.

SECTION VI: BUDGETING

The lead agency shall draft an annual budget for the NCKLEPG based upon LEPP program guidelines. Participants agree to each pay a \$1500.00 match per year, with any changes in said match to be negotiated annually. Prior to any grant applications being submitted for the following year, the other participants will be sent a copy.

The sanitarian will electronically send a report of the money taken in from water screens and permits annually.

The program shall operate on a fiscal year basis from July 1st through June 30th. Any local money required to augment state financial support shall be distributed directly to the lead agency by the commissioners. The lead agency shall devise accounting and reporting procedures.

SECTION VII: PROPERTY CONSIDERATIONS

Any real or personal property acquired under the terms of the grant contract shall remain accountable to both the NCKLEPG and KDHE. Any purchases of property over \$75.00 shall be pre-approved by KDHE (as required in the LEPP guidelines) prior to the expenditure. When any participant elects not to readopt the contract, the participant shall forfeit their portion of any property so long as any remaining participants continue the contract and require the use of the property. When and if the entire program ceases, all property purchased under the terms of the grant contract shall be sold and the proceeds shall be distributed proportionately between all participants based upon the percentage of local contribution throughout the life of the program. The fate and distribution of all records and other non-property items such as software, files, reports, etc. shall be decided by the advisory board prior to the program termination and shall comply with K.S.A. 75-3504 and 45-401.

SECTION VIII: DURATION

A. Termination by individual participants:

Any participant shall remain committed to the program for the duration of the contract but shall reserve the right to refuse re-adoption on an annual basis so long as the decision is made and announced to the remaining participants in writing, prior to the first day of May of that current fiscal year. A resolution, ordinance or other official action on behalf of the governing body must be provided by the withdrawing participant expressing non-involvement. Failure to make an

announcement of cancellation prior to the specified time shall be construed as a commitment on behalf of that participant for the next fiscal year.

B. Termination of this contract:

On a unanimous action by all participants, this agreement shall be considered terminated. It shall cease when the final participant serves the advisory board with its resolution, ordinance, or other similar action expressing non-involvement.

SIGNATURE SECTION

This document has been duly signed in multiple parts by the chairperson of the boards of county commissioners and the county health administrator of the respective participating counties and shall remain in effect until terminated as herein provided.

Chairperson, _____ County

Health Director, _____ County

Attest:

County Clerk

NCKLEPG

(NORTH CENTRAL KANSAS LOCAL ENVIRONMENTAL PLANNING GROUP)

VOTING BALLOT FOR FISCAL YEAR _____ 2026 _____.

We _____ County, will remain in the NCKLEPG for
Fiscal Year __ 2026/2027 _____.(July 1-June 30)

_____ YES

_____ NO

_____	_____	_____	_____
County Chair	Date	County Clerk	Date

We _____ County, agree to pay – as County Match - \$1500
For Fiscal Year _____ . Due by July1, 2026 _____.

_____ YES

_____ NO

_____	_____	_____	_____
County Chair	Date	County Clerk	Date