

BOARD OF COUNTY COMMISSION AGENDA



August 24, 2026 Meeting

CALL TO ORDER 9:00 AM

PLEDGE OF ALLEGIANCE TO THE FLAG & INVOCATION

APPROVE OF AGENDA

CONSENT AGENDA

Approval of Minutes

PUBLIC COMMENT

Members of the general public are provided an opportunity to address the Board of County Commissioners in a civil and respectful manner. Those planning to address the Board should check in with the Clerk upon arrival. Speakers are generally allotted up to five minutes to speak. No formal actions shall be taken.

*****NOTE: Public comment may begin to be taken at any time after 9:00 AM and it will be ended as soon as all members of the public that have identified themselves to speak at the time public comment is opened have spoken in accordance with the policy stated above.*****

BUSINESS ITEMS

1. ROAD AND BRIDGE (Emailed Report Information) (9:15 AM – Estimated Time)

- The truck drivers are hauling rock to Sigmund Rd and Wetmore-Bancroft Rd.
- The crew has been busy blade patching various spots.
- The bridge crew has poured the bridge deck for H-15.
- We will begin fixing various tubes and boxes that were damaged during the summer flooding.
- Adam will not be in attendance at the meeting unless requested to attend.

2. APPROVAL OF KANZA CONTRACT BOARD NOMINEE (9:20 AM – Estimated Time)

- Kanza has prepared a contract for services that contains an

annual auto-renewal provision subject to budgetary appropriation by the County. It is included as Exhibit 1 to this Agenda

- Action Item: Approve and Authorize Execution of Kanza Contract for Services as Presented

3. APPROVAL OF KANZA BOARD NOMINEE (9:25 AM – Estimated Time)

- Kanza has requested the approval of Ms. Lisa Suhr as a new board member. Krista with Kanza explained that Lisa was selected due to her long commitment and service in Nemaha County schools. Krista expressed that as Kanza works to build more robust school-based services and support, having a board member with that expertise will be very beneficial.
- Ms. Suhr's application to serve as a Kanza board member is included as Exhibit 2 to this Agenda.
- Action Item: Approve Ms. Lisa Suhr's Appointment as a Board Member for Kanza

4. PUBLIC DEFENDER AND GUARDIAN AD LITEM CONTRACTS (9:30 AM – Estimated Time)

- Various contracts were emailed to the County Administrator by Mr. Mike Riley for review and approval by the Commission.
- The contracts provided by Mr. Riley are included as Exhibit 3 to this Agenda.
- Action Item: Approve and Authorize Execution of Contracts for Public Defender and Guardian Ad Litem Services as Presented.

5. APPROVAL OF ACCOUNTS PAYABLE PAYROLL PROCESSING (9:40 AM – Estimated Time)

- Donna Meader will have prepared accounts payable for review and approval by the Board of Commissioners.
- Action Item: Review and Approve Accounts Payable.

6. DISCUSSION OF GENERAL COUNTY BUSINESS (9:45 AM – Estimated Time)

- A forum to discuss general county business is set aside on this Agenda.

7. EXECUTIVE SESSION – PERSONNEL

- It is anticipated that the County Commission may/will vote to recess into executive session to discuss personnel matters related to non-elected personnel pay, performance, termination, separation and/or hiring in accordance with the provisions of K.S.A. 75-4319.

8. EXECUTIVE SESSION – ATTORNEY-CLIENT PRIVILEGE

- It is anticipated that the County Commission may/will vote to recess into executive session for consultation with an attorney for the Commission to discuss matters related to potential legal liability which would be deemed privileged in the attorney-client relationship in accordance with the provisions of K.S.A. 75-4319.

STAFF REPORTS

County Clerk (As Needed)

County Counselor/County Administrator

BOARD GOVERNANCE

Upcoming Meetings and Events

COMMISSIONER REPORTS

Reports of recent engagements and activities.

ADJOURNMENT

NOTE: Please call the Nemaha County Administrator's office at 785-369-8664 to make an appointment.

This agreement, effective the 1st Day of January 2026, by and between Kanza Mental Health and Guidance Center, Inc., a non-profit corporation, organized under the laws of the State of Kansas, having its principal place of business at 909 South Second Street (PO Box 319), Hiawatha, KS, hereinafter called "CONTRACTOR" and the Board of Commissioners of Nemaha County, State of Kansas, hereinafter called "COUNTY".

I.) Whereas, the COUNTY has levied pursuant to the provisions of KSA 19-4004 and sequential, a tax (or has designated other sources of county funds) to provide for the support of a mental health program in Nemaha County, Kansas, and said COUNTY is desirous of providing such services, but has determined that it is more practical to contract for such services with a non-profit corporation; and

Now, therefore, be it witnessed, that in consideration of the mutual covenants herein contained and the considerations to be paid, it is mutually agreed by and between the parties hereto: That this contract and the services to be rendered, the consideration thereunder, and all of its terms and conditions shall be subject to and governed by Chapter 19, Article 40, of Kansas Statutes Annotated; That the term of this Agreement shall commence on January 1, 2026, and terminate on December 31, 2026. During the term of this Agreement, COUNTY shall pay to CONTRACTOR for the services described herein the total sum of \$66,072.00. This funding reflects an allocation to Kanza Mental Health and Guidance Center in the amount of \$66,072.00 for 2026 to support services for uninsured and underinsured residents of Nemaha County.

It is agreed that the COUNTY shall make disbursements to the CONTRACTOR as provided in 2022 Session Laws, Chapter 73, KSA 12-1678 a(c) (1).

II.) Whereas, the COUNTY provides for the incarceration of prisoners and is desirous of ensuring access to appropriate outpatient behavioral health care services for such individuals, it is therefore agreed that mental health assessment, treatment, consultation, and care coordination services should be available to incarcerated persons when clinically indicated.

The CONTRACTOR shall provide behavioral health services for incarcerated individuals pursuant to service agreements established with the respective local correctional facilities. These agreements shall define the scope of services to be provided within each facility and the associated compensation for such services.

While the COUNTY may provide payment to the CONTRACTOR for approved behavioral health services for incarcerated individuals who are determined by the CONTRACTOR to be unable to pay for services, the specific services provided and payment amounts shall be determined through contracts established with the local jails. This structure is intended to ensure greater clarity regarding service expectations, appropriate funding levels, and the delivery of comprehensive behavioral health care within correctional settings.

The purpose of these agreements is to support timely behavioral health assessment and treatment during incarceration, improve coordination between correctional and community-based services, and promote continuity of care and improved outcomes for individuals upon release.

Payment for services described in this section shall be made by the COUNTY to the CONTRACTOR upon receipt of appropriate documentation or billing statements as required under applicable

Nemaha County Mental Health Contract

agreements. The COUNTY agrees that funds utilized for these services shall be separate from those designated in Sections I or III of this document.

III.) Other Provisions:

A.) In consideration of the payment of said sums, the CONTRACTOR shall furnish and render the services set forth in KSA 19-4001; provided, however, that where the CONTRACTOR determines that a consumer is financially able to contribute to the expense of the service furnished, the CONTRACTOR shall require such consumers to make such payment to purchase behavioral healthcare services according to the Center's sliding fee scale and policies regarding the use of private or public healthcare insurance.

B.) The CONTRACTOR shall keep accurate records of all its financial transactions, the consumers served, and the amounts contributed by consumers for such services, and shall annually make a complete financial report to the COUNTY showing the amount of fees collected, the amount of tax money received under this contract, and all other income and disbursements made.

C.) The CONTRACTOR shall evaluate all persons seeking the services hereby contracted and shall have the right of final determination as to whether or not such persons require said services. The CONTRACTOR shall further have the right of final determination as to the priorities of the needs of persons being served.

D.) Should the COUNTY fail to make the payments as herein set forth, or any parts thereof, at the times specified herein, this contract may, at the option of the CONTRACTOR or the COUNTY, be terminated and ended and thereafter be of no further force and effect.

IV.) Annual Funding and Renewal:

A.) The CONTRACTOR shall submit an annual funding request to the COUNTY to support services provided to uninsured and underinsured COUNTY residents. Funding under this Agreement shall be subject to approval and appropriation by the Board of County Commissioners through the COUNTY'S annual budget process, and the amount approved by the COUNTY shall constitute the funding obligation for the applicable contract year. Unless terminated by either party in accordance with this Agreement, this Agreement shall automatically renew for successive one-year terms, subject to the COUNTY'S annual appropriation of funds.

Nemaha County Mental Health Contract

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their respective offices, duly authorized herein, as of the day and year first above written:

FOR THE KANZA MENTAL HEALTH & GUIDANCE CENTER, INC.:

CONTRACTOR

Krista Eylar, Chief Executive Officer

FOR THE BOARD OF COUNTY COMMISSIONERS OF NEMAHA COUNTY, KANSAS:
COUNTY

Ben Glace, Commissioner

Jason Koch, Commissioner

Joseph Dalinghaus, Commissioner

ATTEST: _____
County Clerk

Approved as to form: _____
County Counselor

Exhibit 2

View results

Respondent

3

Anonymous

3176:23

Time to complete

General Information

The Governing Board of Directors meets a minimum of six times per year, typically on Thursdays from 6:30-8:30p.m. at our Hiawatha Main Office. Each board member serves a three-year term and represents one or more of the counties in which Kanza provides services: Brown, Doniphan, Jackson, and Nemaha counties with two additional members serving "at-large" from the above counties. The governing board of directors plays a vital role in ensuring that the organization operates with integrity and remains committed to serving the most vulnerable individuals in our communities who are experiencing mental health and/or substance use disorders. The board provides strategic leadership, safeguards the mission and vision, ensures regulatory compliance, acts as an ambassador for the organization within the community, and provides effective oversight of the CEO.

1. Applicant Name *

Lisa Suhr

2. Address *

2184 176th Road, Sabetha, KS 66534

3. County *

Nemaha

4. Email *

suhrs@att.net

5. Phone Number *

785-285-2091

6. Motivation for Serving: Why are you interested in serving on the Board of Directors for our mental health center? *

I will be retiring from a 35 year in public education this summer, but I'd love to continue in community service in some way. I would be honored to serve on your board of directors for a term to see if this is a good fit for my continued service.

7. Relevant Experience: Please describe any professional, volunteer, or educational experience that may prepare you for board service (e.g., mental health, healthcare, nonprofit leadership, finance, law, community advocacy, fundraising). *

I've become more aware of mental health support needs of youth in my recent role as the Director of Student Learning for USD 113 Prairie Hills. Our recent work in the district to become trauma-aware, trauma-informed and trauma-responsive has broaded my own understanding of neuroscience and the ways we can directly teach individuals to understand their own bodies and emotions. I've coordinated the grant application for our MHIT grant for three years and have worked closely with our counselors and social worker to coordinate the in-school supports available through that program.

8. Lived Experience (Mental Health / Substance Use): Do you have personal experience, either yourself or within your family, related to mental health conditions or substance use disorders? (Kanza regulations require that at least 51% of Board members have experience with mental health and/or substance use disorders) *

☐ Yes

☒ No

9. Skills and Strengths: What strengths, perspectives, or areas of expertise would you bring to the Board (e.g., leadership, strategic planning, DEI focus, fundraising, community connections)? *

I've worked in public education for 35 years including elementary, middle and high school levels. I hold a bachelors degree in elementary education and a masters degree in instructional design and technology. I've served on the boards of directors of both the Friends of Mary Cotton Library and the NE Kansas Library System in the past. I've coordinated our district's "continuous school improvement process" as part of our accreditation with the Kansas State Department of Education for three years and worked as part of the leadership team for accreditation for many years before that. Previously I was a technology integration specialist in our district as well. I've participated in extensive "Adaptive Schools" training which includes many principles that are relevant for any large organization, education-related or not. I've also been trained a strengths-based coaching approach for working with staff members.

10. **Availability and Commitment:** Board members are expected to attend regular meetings, serve on committees, and participate in outreach or fundraising activities. Do you foresee any challenges in meeting these expectations? *

I do not foresee any challenges in meeting these expectations as long as the meeting dates are shared well in advance. I am employed full time through the end of June, 2026 and will work partime in July 2026. Starting in August 2026, I'll be caring full time for a new grandbaby, but will have back ups available if there is a need for occasional daytime availability.

11. **Income Source:** Is your primary income derived from the healthcare industry (e.g., hospitals, clinics, insurance, behavioral health providers, pharmaceutical companies)? *

☐ Yes

☒ No

12. **Conflict of Interest Disclosure:** Do you have any additional employment, financial, or personal relationships that could present a conflict of interest with board service? *

No, I do not believe there are any conflicts of interest in my participation.

13. **Additional Comments:** Is there anything else you would like the Board Development Committee to know? *

No.

Exhibit 3

CONTRACT FOR ATTORNEY SERVICES

This is a Contract between the Board of Commissioners of Brown County, Kansas (hereinafter the 'Board'), and MICHAEL W. RILEY (hereinafter "Attorney"), an attorney licensed to practice law in the State of Kansas, entered into on this _____ of August, 2026.

RECITALS

Board desires to contract with Attorney to provide legal services in Brown County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Brown County, Kansas. Attorney desires to provide such services pursuant to the terms and conditions set forth in this agreement.

In consideration of the promises and conditions set forth the Parties agree as follows:

1. Scope of Contract Attorney shall provide legal services in Brown County in cases filed in Brown County, in the following categories:

- A. Representation of indigent individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an attorney pursuant to Kansas Law;
- B. Representation of indigent parents involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an attorney pursuant to Kansas Law. Additionally, Attorney shall represent children involved in these cases in the event the attorney contracted to represent said minor children is unable to provide such representation;
- C. Representation of juveniles involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an attorney pursuant to Kansas Law;
- D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an attorney pursuant to Kansas Law;
- E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcohol and Substance Abuse in which the District Court is required to appoint an attorney pursuant to Kansas Law;
- F. Representation of indigent individuals charged with sexual predator pursuant to K.S.A. 59-29a01.
- G. Representation in any other case in which the District Court appoints an attorney to represent a litigant.
- H. Appellate work involving those cases in the above categories assigned to an attorney with the provision that for such appeals in which appellate briefs are submitted that an additional \$700.00 per appeal shall be paid to the attorney at the time of filing notice of appeal plus printing costs and mileage to and from oral arguments at prevailing county rates.

2. Determination of Eligibility. Determination of whether individuals shall be eligible for services provided under the terms of this agreement will be made by the District Judges of the 22nd Judicial District of Kansas where required by Kansas Law and in conformance with Board of Indigent Defense income eligibility guidelines.

3. Term of Contract This Contract shall commence on January 1, 2027, and shall terminate at midnight on the last day of December, 2027, unless terminated by the one or both parties prior to that date. Board or Attorney may terminate the contract with or without cause upon thirty

days written notice at any time during the contract term. Termination in conformance with this provision shall relieve Attorney of any and all responsibility for pending appointed cases and clients, provided he has been relieved of responsibility by a Court of competent jurisdiction, and the Board shall accept responsibility to compensate competent counsel in and for the same that may be appointed by the Court.

4. Required Case Load. Attorney shall be appointed to approximately one-half of the cases received pursuant to paragraph 1.

5. Support Services and Expert Witnesses. Support services and expert witnesses may be employed by Attorney with the approval of the District Court. Orders of approval shall include with specificity the individual, agency or company to be employed, the purpose of employment, and the maximum compensation for said employment. Attorney may move to withdraw from any cases in which a request for support services or expert witnesses is denied by the District Court if Attorney believes that he or she is unable to meet Attorney's ethical and professional obligation to his or her client without provision of said support.

6. Compensation. Board shall pay Attorney the sum of Four Thousand Dollars (\$4,000.00) per month, on the last day of January, 2027, and on the last day of each month thereafter for the term of this agreement or until this agreement is terminated by one or both of the parties in conformance with numbered paragraph 3 herein. If termination of the agreement by either or both of the parties should result in Attorney providing services for less than one full month, payment for said month shall be prorated. Attorney shall submit vouchers for extraordinary expenses approved by the Court to the Clerk of the District Court of Brown County who shall, in turn, submit the vouchers to the Clerk of Brown for payment in conformance with the billing cycle established by the Brown County Clerk.

7. Nature of Relationship. Nothing in this Contract shall be construed to suggest that Attorney, by entering into this contract, has entered into a partnership, joint venture or other relationship with any other attorney who has contracted with the Board to perform like services. Attorney shall serve as an independent contractor and no sum will be withheld by the Board from any payment to Attorney for Federal, State or local taxes, or Social Security. Nothing in this Contract shall be construed to suggest that Attorney, by entering into this contract, has become an employee of, or represents, the Board or Brown County. Attorney shall not be entitled to any benefits offered by the Board to its employees nor shall Attorney be precluded from the representation of individuals with interests that may be adverse to those of the Board and or Brown County.

8. Standards. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Kansas Rules of Professional Conduct, applicable case law, and Supreme Court rules defining the duties of counsel and the rights of clients in appointed cases. Attorney shall consult with clients prior to the trial or disposition of any matter and shall be sufficiently available to clients to provide competent representation. Attorney shall appear, or make arrangements for substitute counsel to appear, on behalf of clients in all matters before the court to which Attorney has been appointed. Attorney shall promptly withdraw from cases after disposition or sentencing and advise clients, where applicable, of their rights to appeal and expungement.

9. Retention of Files. Attorney shall either deliver Attorney's copies of clients' files to clients at the conclusion of representation or provide for the retention of client files in a manner that affords protection of clients' confidentiality interest for a period of not less than five (5) years after the conclusion of representation.

10. Replacement of Attorney. In the event that Attorney terminates this Contract pursuant to provisions of numbered Paragraph 3 hereinbefore, the Board will hire a replacement who possesses the requisite qualifications. The Board agrees to consider nominations from the remaining participating appointed attorneys for replacement of terminating attorney before hiring a replacement.

Should Attorney request to withdraw from a case to which he or she is appointed due to conflict or ethical inability to proceed with representation, upon order by the court allowing such withdrawal the case will be reassigned to another participating attorney, or, if no other participating attorney is without conflict, to outside counsel.

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11. Assignment of Cases. Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court or by Court Order. In order to equalize caseloads as a result of conflicts, the Clerk of the District Court may deviate from the rotational basis for assignment. Separate rotations shall be established for each category of case in an attempt when practical to avoid any participating attorney from carrying a greater percentage of the cases in any one category than any other participating attorney except that categories defined at numbered paragraphs 1-D and 1-E shall be grouped together.

BOARD OF COMMISSIONERS OF
BROWN COUNTY, KANSAS:

ATTORNEY:

Michael W. Riley

ATTEST:

COUNTY CLERK

CONTRACT FOR ATTORNEY SERVICES

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- G. Representation in any other case in which the District Court appoints an attorney to represent a litigant.
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days written notice at any time during the contract term. Termination in conformance with this provision shall relieve Attorney of any and all responsibility for pending appointed cases and clients, provided he has been relieved of responsibility by a Court of competent jurisdiction, and the Board shall accept responsibility to compensate competent counsel in and for the same that may be appointed by the Court.

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BROWN COUNTY, KANSAS:

ATTORNEY:

Judd L. Herbster

ATTEST:

COUNTY CLERK

CONTRACT FOR ATTORNEY SERVICES

This is a Contract between the Board of Commissioners of Brown County, Kansas (hereinafter the 'Board'), and ELIZABETH OLSON, (hereinafter "Attorney"), an attorney licensed to practice law in the State of Kansas and currently practicing in Brown County, entered into on this _____ of _____, 2026.

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B. Appellate work involving those cases in the above categories assigned to an attorney with the provision that for such appeals in which appellate briefs are submitted, an additional \$600.00 per appeal shall be paid to the attorney at the time of filing the notice of appeal plus printing costs and mileage to and from oral arguments at prevailing county rates.

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by the District Court if Attorney believes that he or she is unable to meet Attorney's ethical and professional obligation to his or her client without provision of said support.

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BOARD OF COMMISSIONERS OF
BROWN COUNTY, KANSAS:

ATTORNEY:

ELIZABETH OLSON

ATTEST:

COUNTY CLERK