

# Bourbon County, Kansas

## KORA Investigation Documents

This document compiles all records obtained via Kansas Open Records Act (KORA) requests related to Commissioner Samuel Tran's claims of fraud, waste, and abuse in Bourbon County. It includes investigation narratives, Kansas statutes cited, supporting exhibits, and correspondence from Susan Walker (formerly Bancroft).

Sources: (1) Documents provided by the county commissioner's attorney; (2) Documents provided by Susan Walker (formerly Bancroft).

Note: Some documents contain redactions. Image-based pages have been processed with OCR to enable full-text search.

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## COMMISSIONER EVIDENCE DOCUMENTS

### [Commissioner Documents – Section 1](#)

The Bourbon County Commission maintains that the recent disbursement of funds to Director (EEJ—labeled as a "vacation payout"—constitutes a clear and deliberate misappropriation of County resources, not a clerical mistake or administrative oversight. This payment was initiated and executed without the knowledge, consent, or authorization of the Bourbon County Commission, which is the sole authority empowered to approve

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### [Commissioner Documents – Section 2](#)

(C c > C i n t h e U S S t a t e s " T e d B B 4 G f f r " ( o t t c ~ © Resolution Oe x 3 Bourbon County, Kansas A RESOLUTION DEFINING EMPLOYMENT STATUS OF EXEMPT EMPLOYEES REPORTING TO THE BOURBON COUNTY COMMISSION. WHEREAS, the Board of County Commissioners of Bourbon County, Kansas, employs certain exempt positions within the organization that require a specific skillset that is

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### [Commissioner Documents – Section 3](#)

e w w P U B L I C W O R K S D I R E C T O R ' s E M P L O Y M E N T A G R E E M E N T T H I S A G R E E M E N T i s m a d e a n d e n t e r e d i n t o t h i s \_ / 7 d a y o f J u n e , 2 0 2 2 b y a n d b e t w e e n B O U R B O N C O U N T Y C O M M I S S I O N E R S , K A N S A S , ( h e r e i n a f t e r r e f e r r e d t o a s " C o u n t y " ) , a n d h e r e i n a f t e r r e f e r r e d t o a s " E M P L O Y E E " ) , b o t h w h o m u n d e r s t a n d a s f o l l o w s : W H E R E A S , t h e C O U N T Y d e s i r e s t o e m p l o y t h e s e r v i c e s o f E r i c B a i l e y a s t h e P u b l i c W o r k s

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### [Commissioner Documents – Section 4](#)

y y a t h e e 2 \_ s y w t C H I E F I N F O R M A T I O N O F F I C E R E M P L O Y M E N T A G R E E M E N T T H I S A G R E E M E N T I s m a d e a n d e n t e r e d i n t o t h i s \_ 7 \_ d a y o f J u n e , 2 0 2 2 b y a n d b e t w e e n B O U R B O N C O U N T Y C O M M I S S I O N E R S , K A N S A S , ( h e r e i n a f t e r r e f e r r e d t o a s " C o u n t y " ) , a n d h e r e i n a f t e r r e f e r r e d t o a s " E M P L O Y E E " ) , b o t h w h o m u n d e r s t a n d a s f o l l o w s : W H E R E A S , t h e C O U N T Y d e s i r e s t o e m p l o y t h e s e r v i c e s o f S h a n e W a l k e r a s t h e C o u n t y C h i e f

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### [Commissioner Documents – Section 5](#)

Steve Cohen <steve@oncallhrgroup.com> To: You <mmlburn@bourboncountysks.org> Thursday, October 16, 2:43PM 9 Mika, | did not authorize, verbally or in writing, the Clerk's office to pay EEBny amount of money. My practice, starting about a month ago when it was falsely stated that | authorized financial expenditures for door replacements in the Courthouse, is to communicate with the Clerk's office only through email so there is a

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### [Commissioner Documents – Section 6](#)

9 2 J O S a b e g o p e r e f e r e s - 2 0 , e f o u d g W Y 8 S : b e : L b S z 0 z / e / 6 S S S H u d ' c l y o d e y A y u n o y u o q i n o g T i v : e e A o j ) d w y N y d e g S Z 0 z / s / 6 : A 3 8 Q O L S Z 0 z / S / 6 : 9 ) e q w W o l 1 y s o B e y u o p d p o s e g e p o d N O I S S I N W O S A L N N O D - L O : J u e u q u e d e q G I A V G ' Y 3 M O g u a a S - A v o s a a = ' e e X o ( d w y 6 o ' e z e s A v d A Y V I V S " 9 3 u W S d e a e c s s o o ' s \$ A L I A Z O N O 1 o w 0 0 ' 0 0 0 z e A d A T Y N O H ' O R Y u H d o s ' 2 e \$ A T E N O H A W d A W I L Y Z A O

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### [Commissioner Documents – Section 7](#)

2024 Kansas Statutes 21-0004. Presenting a false claim; permitting a false claim. (a) Presenting a false claim is, with the intent to defraud, presenting a claim or demand which is false in whole or in part, to a public officer or body authorized to audit, allow or pay such claim. (b) Permitting a false claim is the auditing, allowing or paying of any claim or demand made upon the state or any subdivision thereof or other governmental

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### [Commissioner Documents – Section 8a](#)

ELECTRONICALLY FILED 2025 Feb 24 AM 10 CLERK OF THE BOURBON COUNTY DISTRICT COURT CASE NUMBER: BB-2025-CV-000015 PII COMPLIANT HITE, FANNING & HONEYMAN L.L.P. 100 N. Broadway, Ste. 950 Wichita, KS 67202-2216 Telephone: (316) 265-7741 Facsimile: (316) 267-7803 IN THE SIXTH JUDICIAL DISTRICT DISTRICT COURT, BOURBON COUNTY, KANSAS CIVIL DEPARTMENT SUSAN WALKER

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### [Commissioner Documents – Section 8b](#)

ELECTRONICALLY FILED 2025 May 14 PM 2:35 CLERK OF THE BOURBON COUNTY DISTRICT COURT CASE NUMBER: BB-2025-CV-000015 Pii COMPLIANT IN THE DISTRICT COURT OF BOURBON COUNTY, KANSAS SUSAN WALKER fik/a SUSAN BANCROFT, Plaintiff, Case No. BB-2025-CV-000015 VS. BOARD OF COUNTY COMMISSIONERS OF BOURBON COUNTY, KANSAS, Defendant.

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### [Timeline \(Documents Folder\)](#)

Timeline: • 11-30-2021 Susan Bancroft (Walker) signs he contract after being terminated from the City of Ft Scott. At that time she was also doing work for Bourbon County on a part time basis and after Ft Scott let her go she went full time with Bourbon County. She started full time work on Dec 1st of 2021 as Bourbon County Chief Financial Officer (CFO). • 06-07-2022 signed his contract with Bourbon County for the position of Chief

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## SUSAN WALKER DOCUMENTS

### [Susan Walker – Commission Response \(03/16/26\)](#)

BOURBON COUNTY CLERK & ELECTION OFFICER Susan (Walker) March 16, 2026 Members of the board and members of the public, I welcome a review of the attached documents and the claims that have been made against me and my office. Transparency is not something I fear, it is something I have always supported. If a review uncovers minor clerical errors, we will address them just as any responsible office would. But let me

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### [CIO Employment Agreement](#)

C H I E F I N F O R M A T I O N O F F I C E R E M P L O Y M E N T A G R E E M E N T T H I S A G R E E M E N T i s m a d e a n d e n t e r e d i n t o t h i s 7 d a y o f ) u n e 2 0 2 2 b y a n d b e t w e e n B O U R B O N C O U N T Y C O M M I S S I O N E R S , K A N S A S , ( h e r e i n a f t e r r e f e r r e d t o a s " C o u n t y " ) , a n d S h a n e W a l k e r , ( h e r e i n a f t e r r e f e r r e d t o a s " E M P L O Y E E " ) , b o t h w h o m u n d e r s t a n d a s f o l l o w s : W H E R E A S , t h e C O U N T Y d e s i r e s t o e m p l o y t h e s e r v i c e s o f S h a n e W a l k e r a s t h e C o u n t y C h i e f

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### [Email: Shane Payout Calculation](#)

EMAIL RECORD Subject: Shane Payout From: County Clerk To: "steve@oncallhrgroup.com" Date: Mon, 14 Jul 2025 13:40:49 +0000 Here is the calculations for Shane's payout. Can you please confirm that this is good to payout. Thank you!

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### [Email: Shane Walker Contract Payout \(Revised\)](#)

EMAIL RECORD Subject: FW: Shane Walker Contract Payout From: County Clerk To: "steve@oncallhrgroup.com" Date: Mon, 14 Jul 2025 14:04:40 +0000 I went back and discussed with Selena how the system is accruing for other employees on sick leave. Our handbook is conflicting on the amounts. Page 40 states employees will accrue one day per month and on page 41 the rate per year shows 15 days per year. I don't want any

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### [Email: Eric Bailey Payout Calculation](#)

EMAIL RECORD Subject: Eric Bailey Payout From: County Clerk To: "steve@oncallhrgroup.com" Date: Tue, 15 Jul 2025 16:27:56 +0000 Dr. Cohen, Here is the amount for Eric Bailey to payout his contract at the end of his 45 days. If for some reason he is replaced before August he would have 8 hours less in pay for Sick Leave Accrual. Susan E. Walker Bourbon County Clerk 210 S National Avenue Fort Scott, KS 66701 620.223.3800

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### [Email: FW – Shane Walker's Contract](#)

EMAIL RECORD Subject: FW: Shane Walker's contract From: County Clerk To: "steve@oncallhrgroup.com" Date: Wed, 02 Jul 2025 19:13:36 +0000 From: County Clerk Sent: Wednesday, July 2, 2025 10:19 AM To: Steve Cohen <stevecohen82@gmail.com> Subject: RE: Shane Walker's contract From: Steve Cohen <stevecohen82@gmail.com<mailto:stevecohen82@gmail.com>> Sent: Wednesday, July 2, 2025 3:30 AM To: County

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[Email: Payroll Week](#)

EMAIL RECORD Subject: Payroll Week From: County Clerk To: "steve@oncallhrgroup.com" Date: Mon, 21 Jul 2025 13:23:31 +0000 Dr. Cohen,  
This is payroll week. Have they decided on anything on Shane? My payroll clerk will only be here today and tomorrow. Susan E. Walker Bourbon  
County Clerk 210 S National Avenue Fort Scott, KS 66701 620.223.3800 X 191 620.644.7927 Direct Line

Time line:

- 11-30-2021 Susan Bancroft (Walker) signs the contract after being terminated from the City of Ft Scott. At that time she was also doing work for Bourbon County on a part time basis and after Ft Scott let her go she went full time with Bourbon County. She started full time work on Dec 1<sup>st</sup> of 2021 as Bourbon County Chief Financial Officer (CFO).
- 06-07-2022 [REDACTED] signed his contract with Bourbon County for the position of Chief Information Officer (CIO).
- 06-17-2022 [REDACTED] signed his contract with Bourbon County for the position of Public Works Director.
- 01-23-2023 the Board of County Commission (BOCC) voids contracts with Bancroft, [REDACTED] [REDACTED]
- 01-01-2023 Susan Bancroft takes control of Payroll and Benefits after being approved by the BOCC to make this part of her position of
- 01-27-2023 Bancroft, [REDACTED] and [REDACTED] were paid for vacation and sick time after approval of the BOCC. These calculations were figured by Bancroft and submitted to the BOCC for approval. Total payout for all three was \$4,917.95 (Bancroft), \$8,670.36 [REDACTED] and \$7,027.37 [REDACTED] for a grand total of \$20,615.68.
- 01-27-2023 all three accepted proceeds of the agreed vacation/sick payout for termination of contract and agreed that they would return to salaried employees. Thus understanding that there is no accrual of vacation/sick time as it has been for salaried employees in Bourbon County.
- 02-24-2025 Susan Walker (Bancroft) files suit against county for breach of contract.
- 05-08-2025 Susan Walker (Bancroft) is awarded Default Judgment in the sum of over \$199,000.00
- 05-14-2025 Motion to set aside the Default Judgment due to service of Notice to Appear for Hearing.
- Jun 2025 BOCC dissolved the Bourbon County IT Department. [REDACTED] was laid off of work and [REDACTED] was terminated.
- 07-14-2025 Susan Walker calculates payout numbers for payout for [REDACTED] (Susans husband) gives them to [REDACTED] to send numbers to BOCC for approval. 1<sup>st</sup> email at 1015 AM for the sum of \$72,100.58 "per contract. 2<sup>nd</sup> email at 3:15 PM for the sum of \$65,056.69 again per contract.
- 07-28-2025 [REDACTED] last paycheck was questioned by the BOCC and it was determined that he had been over paid by \$1,000.00 this would have been for 06-19-2025 payroll. [REDACTED] stated that the County Councilor signed off on the payment. When [REDACTED] was questioned she stated that the BOCC would need to talk to Susan because she [REDACTED] works for her.
- 07-29-2025 [REDACTED] received check with overpayment.

- 07-?-2025 phone conversation between Milburn and [REDACTED] states that Bancroft supplied her with the figures for the payout of [REDACTED] and [REDACTED] and then instructed [REDACTED] to emails them to the BOCC of approval.

## 2024 Kansas Statutes

**21-6002. Official misconduct.** (a) Official misconduct is any of the following acts committed by a public officer or employee in the officer or employee's public capacity or under color of the officer or employee's office or employment:

(1) Knowingly using or authorizing the use of any aircraft, as defined by K.S.A. 3-201, and amendments thereto, vehicle, as defined by K.S.A. 8-1485, and amendments thereto, or vessel, as defined by K.S.A. 32-1102, and amendments thereto, under the officer's or employee's control or direction, or in the officer's or employee's custody, exclusively for the private benefit or gain of the officer or employee or another;

(2) knowingly failing to serve civil process when required by law;

(3) using confidential information acquired in the course of and related to the officer's or employee's office or employment for the private benefit or gain of the officer or employee or another or to intentionally cause harm to another;

(4) except as authorized by law, with the intent to reduce or eliminate competition among bidders or prospective bidders on any contract or proposed contract:

(A) Disclosing confidential information regarding proposals or communications from bidders or prospective bidders on any contract or proposed contract;

(B) accepting any bid or proposal on a contract or proposed contract after the deadline for acceptance of such bid or proposal; or

(C) altering any bid or proposal submitted by a bidder on a contract or proposed contract;

(5) except as authorized by law, knowingly destroying, tampering with or concealing evidence of a crime; or

(6) knowingly submitting to a governmental entity a claim for expenses which is false or duplicates expenses for which a claim is submitted to such governmental entity, another governmental or private entity.

(b) (1) Official misconduct as defined in:

(A) Subsections (a)(1) through (a)(4) is a class A nonperson misdemeanor;

(B) subsection (a)(5) is a:

(i) Severity level 8, nonperson felony if the evidence is evidence of a crime which is a felony; and

(ii) class A nonperson misdemeanor if the evidence is evidence of a crime which is a misdemeanor; and

(C) subsection (a)(6) if the claim is:

(i) \$25,000 or more is a severity level 7, nonperson felony;

(ii) at least \$1,000 but less than \$25,000 is a severity level 9, nonperson felony; and

(iii) less than \$1,000 is a class A nonperson misdemeanor.

(2) Upon conviction of official misconduct a public officer or employee shall forfeit such officer or employee's office or employment.

(c) The provisions of subsection (a)(1) shall not apply to any use of persons or property which:

(1) At the time of the use, is authorized by law or by formal written policy of the governmental entity; or

(2) constitutes misuse of public funds, as defined in K.S.A. 21-6005, and amendments thereto.

(d) As used in this section, "confidential" means any information that is not subject to mandatory disclosure pursuant to K.S.A. 45-221, and amendments thereto.

**History:** L. 2010, ch. 136, § 166; July 1, 2011.

## 2024 Kansas Statutes

**21-6004. Presenting a false claim; permitting a false claim.** (a) Presenting a false claim is, with the intent to defraud, presenting a claim or demand which is false in whole or in part, to a public officer or body authorized to audit, allow or pay such claim.

(b) Permitting a false claim is the auditing, allowing or paying of any claim or demand made upon the state or any subdivision thereof or other governmental instrumentality within the state by a public officer or public employee who knows such claim or demand is false or fraudulent in whole or in part.

(c) (1) Presenting a false claim or permitting a false claim for:

(A) \$25,000 or more is a severity level 7, nonperson felony;

(B) at least \$1,000 but less than \$25,000 is a severity level 9, nonperson felony; and

(C) less than \$1,000 is a class A nonperson misdemeanor.

(2) Upon conviction of permitting a false claim, a public officer or public employee shall forfeit the officer or employee's office or employment.

**History:** L. 2010, ch. 136, § 168; July 1, 2011.

## 2024 Kansas Statutes

**21-6005. Misuse of public funds.** (a) Misuse of public funds is knowingly using, lending or permitting another to use public money in a manner not authorized by law, by a custodian or other person having control of public money by virtue of such person's official position.

(b) (1) Misuse of public funds where the aggregate amount of money paid or claimed in violation of this section is:

(A) \$100,000 or more is a severity level 5, nonperson felony;

(B) at least \$25,000 but less than \$100,000 is a severity level 7, nonperson felony;

(C) at least \$1,000 but less than \$25,000 is a severity level 9, nonperson felony; and

(D) less than \$1,000 is a class A nonperson misdemeanor.

(2) Upon conviction of misuse of public funds, the convicted person shall forfeit the person's official position.

(c) As used in this section, "public money" means any money or negotiable instrument which belongs to the state of Kansas or any political subdivision thereof.

**History:** L. 2010, ch. 136, § 169; July 1, 2011.

On the 1<sup>st</sup> of November 2025, I, Deputy Bryan J Murphy, contacted former Bourbon County Commissioner ██████████ and asked to meet with me to talk about the contracts that had been effect for Susan Bancroft (Walker), ██████████ and ██████████ while he was a seated commissioner. ██████████ agreed to come to the sheriff's office to talk to me about the contracts.

When ██████████ arrived I introduced myself to him and asked if it was alright if we sat in an interview room as opposed to the conference room due to the fact it was being used with a juvenile detainee. He told me that it would be fine and we went to the interview to talk. I explained to ██████████ that I had been assigned by the Sheriff to look into the issue involving some recent payout issues that are in question. I asked ██████████ if he was a commissioner at the time of the contracts being brought up and then eventually signed and put into effect. ██████████ told me that he was and when asked what the reasoning was behind the contracts in the first place was. He told me that, Then CFO Susan Bancroft (Walker) told the BOCC that the salaried employees needed to be allowed vacation/sick time accruals and if they weren't allowed that the county would be in violation of federal law. So sue to these statements from Bancroft the BOCC agreed to look at the contracts and eventually signed them. At this time Bancroft (Walker) had already had a contract signed for her employment and he believes that she just re-wrote her contract and changed the names and job titles for ██████████ and ██████████

██████████ then told me that the BOCC started getting complaints from the other employees about the contracts and that they felt that they were unfair due to the amount of vacation/sick time that the contract employees were allowed to accrue. ██████████ explained that this went on for about six months and then the BOCC had heard enough and during the January 23, 2023 commission meeting all three commissioners agreed to terminate the contracts and payout any unused vacation/sick time to those three individuals. ██████████ stated that Bancroft was told to put together the amounts for the BOCC and then they would review those numbers and if they agreed with the amounts they would pay out those amounts.

██████████ went on to say that once the amounts were paid out to all three persons they all three agreed that the contracts were no longer in effect and they went back to salaried employees that no longer accumulate vacation or sick time. ██████████ was very adamant that all three understood their employment status after the payout.

I showed some documents that I have received in reference the possible payout of both ██████████ and ██████████ and asked if he had seen documents like this before and he told me that these were consistent with what he had seen in the past.

At this time we concluded the interview and I thanked ██████████ for his time in the matter and told me that should I need anything else. Please feel free to give him a call.

## Narrative Report

Deputy Bryan J. Murphy

Date: November 1, 2025

Subject: Interview with [REDACTED]

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On November 1, 2025, I, Deputy Bryan J. Murphy, contacted [REDACTED] to schedule a meeting regarding an investigation I had been assigned. [REDACTED] informed me that she had a family event that morning but would call me once she was available. At approximately 10:30 AM, [REDACTED] called to say she was free to meet. I informed her that I was currently speaking with [REDACTED] but that she was welcome to come to the office.

Shortly thereafter, [REDACTED] arrived at the sheriff's office and joined me and [REDACTED] in the conference room. Given that [REDACTED] had worked under [REDACTED] during her time as County Clerk, I found it appropriate for both to be present during the discussion.

I asked Halsey if she was employed at the time the contracts were issued for Susan Bancroft (Walker), [REDACTED], and [REDACTED]. She confirmed that she was. When asked what she knew about the contracts, [REDACTED] expressed strong disapproval, stating that she believed the contracts granted excessive vacation and sick leave compared to other county employees, which she felt was unfair.

Regarding public reaction, [REDACTED] stated—consistent with [REDACTED] account—that the pushback was primarily from county employees rather than the general public.

I then asked [REDACTED] if she was serving as the [REDACTED] when the Board of County Commissioners (BOCC) voided the contracts and approved the payout of vacation and sick time for the three individuals. She confirmed that she held the [REDACTED] position but had already left the Clerk's Office by the time the contracts were terminated. [REDACTED] stated her last day of employment with the county was January [REDACTED], and she was not involved in the payout calculations.

When asked who would have handled the calculations, [REDACTED] provided the same information as [REDACTED] that Susan Bancroft had convinced the BOCC she should manage payroll due to her role as Chief Financial Officer (CFO). [REDACTED] stated that Bancroft would have been responsible for calculating all three payouts, including her own.

I asked [REDACTED] whether salaried employees typically accrued vacation and sick time during her tenure. She confirmed that they did not. However, she stated that Bancroft

had told the BOCC that denying such accruals would violate payroll laws ██████ believed this was one of the reasons the contracts were originally created.

██████ also noted that Bancroft had taken over responsibility for personnel files, asserting that she needed to manage Human Resources due to her CFO position. ██████ expressed frustration with this, as she was taking college courses in Human Resources at the time.

I showed ██████ the payout calculations submitted by Bancroft through ██████ and asked if the documentation resembled what would typically be sent to the BOCC when an employee left county employment. She confirmed that it did.

██████ further stated that she believed Bancroft's original contract had been altered after it was signed by the BOCC. I showed her a copy of the contract that had been submitted as part of Bancroft's lawsuit against the county. ██████ reviewed the document and noted one correction but believed other changes had been made that were not reflected in the copy provided. The contract indicated Bancroft's start date as December 2, 2022, with a signing date of November 20, 2022. ██████ recalled that there had been an issue requiring the contract to reflect a start date prior to January, possibly for insurance eligibility purposes.

Both ██████ and ██████ explained that Bancroft had initially worked part-time, splitting her duties between Bourbon County and the City of Fort Scott. During that time, the county reimbursed the city for Bancroft's work, and the city issued her paycheck. When the City of Fort Scott terminated her services, Bancroft transitioned to full-time employment with the county.

At the conclusion of the interview, I asked ██████ if there was anything else she believed should be addressed. She stated there was not. I asked if I could contact her with further questions, and she agreed.

## Narrative Report

**Date:** October 31, 2025

**Reporting Officer:** Deputy Bryan J. Murphy

On October 31, 2025, I, Deputy Bryan J. Murphy, met with former Bourbon County Commissioner [REDACTED] regarding an investigation into attempted benefit payouts for two former Bourbon County employees.

I explained the purpose of the meeting and asked [REDACTED] questions related to his time as a commissioner. I began by confirming whether he was serving on the Board of County Commissioners (BOCC) when employment contracts were signed for Susan Bancroft (Walker), [REDACTED], and [REDACTED]. [REDACTED] confirmed that he was.

When asked why the BOCC entered into contracts with these individuals, [REDACTED] explained that Susan Bancroft was already under contract as the Chief Financial Officer. At the time, both [REDACTED] and [REDACTED] expressed concerns about job security. As a result, the BOCC agreed to formalize contracts for all three. These contracts were drafted, reviewed, and signed in June 2022.

Following the signing, the BOCC received public criticism regarding the contracts. This continued for approximately six months. In January 2023, the BOCC voted to terminate the contracts and return all three individuals to W-2 (salary) employee status.

During this transition, questions arose about benefits accrued during the contract period. The BOCC requested a breakdown of unused vacation and sick time before approving any payouts. Susan Bancroft was instructed to work with County Counselor [REDACTED] to determine the cost of these benefits.

[REDACTED] stated that Bancroft returned with figures based on her discussions with [REDACTED]. The BOCC reviewed and approved the proposed amounts and instructed [REDACTED] to notify the individuals that they would no longer be contract employees. The following payouts were issued on January 27, 2023:

- **Susan Bancroft:** \$4,917.95
- [REDACTED]: \$8,670.36
- [REDACTED]: \$7,027.37

After receiving these payments, all three transitioned to **salaried** employee status.

I asked [REDACTED] whether salaried employees accrue vacation and sick time. He stated that they do not. Drawing from his experience as the former Public Works Director, he explained that salaried employees are paid a fixed amount regardless of time off and do not accumulate such benefits.

When asked if he received any payout upon leaving his position, [REDACTED] confirmed that he had a severance agreement with the county, which was honored upon his departure.

I then presented [REDACTED] with a document indicating that [REDACTED] and [REDACTED] were to receive vacation and sick time payouts. He agreed that such payouts should not occur for salaried employees and reiterated that the document was incorrect in referencing "contracts," as the individuals were W-2 salaried employees who do not accrue those benefits and that the contracts were terminated in January of 2023 and were paid out their accruals at that time.

I thanked [REDACTED] for his time and information and before leaving he told me that should I need anything else to just give him a call.

Nothing further at this time.

## Narrative Report: Interview with Commissioner Mika Milburn-Kee

**Date:** November 1, 2025

**Reporting Officer:** Deputy Bryan J. Murphy

**Subject:** Investigation Assigned by Sheriff Martin

On November 1, 2025, I, Deputy Bryan J. Murphy, met with Bourbon County Commissioner Mika Milburn-Kee regarding an investigation assigned to me by Sheriff Martin.

I began by discussing some paperwork provided to me by Sheriff Martin and asked Commissioner Milburn if she had supplied these documents. She confirmed that she had.

Before reviewing the documents, I asked Milburn if she had a recording of a conversation between herself and Deputy County Clerk [REDACTED]. She confirmed that she did, located the recording on her phone, and played it for me.

The recording began with the other party identifying herself as [REDACTED]. Milburn then introduced herself. As the conversation progressed, they discussed a proposed payout for a county employee totaling \$70,000. [REDACTED] stated she had received an email from Bourbon County Clerk Susan Walker with the payout calculation and was instructed to forward it to the Board of County Commissioners (BOCC) for approval. Milburn asked if the payout had already been processed, to which [REDACTED] replied that her email was only requesting approval to process it through payroll. Milburn told her that it was not to be processed. *(The recording is attached to this report.)*

We then discussed the payout in more detail. When asked who it was for, Milburn stated it was intended for [REDACTED]. She explained that two different payout requests had been submitted to the BOCC, both of which were denied. Milburn confirmed that the emails related to these requests were included in the packet she provided.

- The first email, dated July 14, 2025, at 8:40 AM, listed a payout of **\$72,100.58**.
- A second email, sent the same day at 3:10 PM, listed a revised payout of **\$65,056.69**.

Milburn stated that Susan Walker had calculated both payouts, as well as a separate payout for [REDACTED] which totaled **\$35,338.56**. All calculations were labeled "per contract." However, Milburn told [REDACTED] that no contracts existed and reiterated that [REDACTED] payout was not to be processed.

Regarding [REDACTED] payout, Milburn explained that after the original figure was rejected, [REDACTED] and the county entered negotiations for a severance package. These negotiations were handled by the county's HR consultant, Dr. Steven Cohen. A document was drafted for [REDACTED] to sign before receiving the severance payment.

Milburn noted that an email in the packet showed [REDACTED] asking about the timeline for the payout. Cohen responded that once [REDACTED] signed the agreement, the check could be issued. However, Milburn stated that [REDACTED] never signed the document, yet the check was still issued. As of the date of this report, [REDACTED] has not signed the severance agreement.

Milburn also reported that [REDACTED] had told the BOCC that the county counselor had approved [REDACTED] final paycheck. However, an email from the county counselor clarified that he had not approved any such payment and did not have the authority to do so. That authority lies solely with the BOCC.

It was later determined that [REDACTED] had been overpaid by **\$1,000.00**, which he would need to refund. This discrepancy was discovered on July 28. According to meeting minutes, Susan Walker requested an executive session with the BOCC to address payroll issues. The BOCC approved Accounts Payable but deferred Payroll approval until after the session. Following the session, Payroll was approved with the understanding that adjustments would be made. The overpayment was attributed to an error in calculating [REDACTED] final workday. Susan Walker, [REDACTED], was present when he cleaned out his office and should have known his last day of employment. The overpayment equated to **23.47 hours** at **\$42.60/hour**.

Milburn stated that [REDACTED] often emphasized that she reported directly to Susan Walker and followed her instructions regarding payouts and final checks. The packet also included an email from Dr. Cohen to Milburn, stating he never

authorized the release of [REDACTED] severance payment without a signed agreement and was shocked that the Clerk's Office issued the payment without authorization.

When asked who conducted the payout calculations for [REDACTED] and [REDACTED], Milburn confirmed that [REDACTED] received the figures from Susan Walker and was instructed to forward them to the BOCC for approval. This is corroborated by the recording.

Milburn provided several documents supporting her claim that Susan Walker submitted false payroll claims, including the unauthorized severance check for [REDACTED]. The funds were not to be released until [REDACTED] signed the agreement, as confirmed in Cohen's email. It remains unclear who authorized the release, but it is presumed to have been Susan Walker, given her role as County Clerk. Milburn confirmed that the BOCC did not authorize the release, which is why the matter is under investigation.

Due to these incidents—specifically, the submission of documents to the BOCC claiming [REDACTED] and [REDACTED] were owed unused vacation and sick time—the BOCC requested an investigation into potential illegal activity. Commissioner Milburn was designated as the point of contact with the Sheriff's Office.

After concluding our discussion, I thanked Commissioner Milburn for her time. She then departed.

**Nothing further at this time.**

In October of 2025, I, Deputy Bryan J Murphy, was asked by Sheriff Martin to investigate an allegation that had been brought to his attention. Sheriff Martin had received an envelope from County Commissioner Milburn and that she was alleging possible wrongdoing by the current County Clerk. At this time I reviewed the documents in the packet and found a letter from the Board of County Commissioners (BOCC) requesting a review of a particular issue with the payout of a "severance" agreement with former employee [REDACTED]. Several other issues were found in the paperwork included in the packet that involve the presentation of false documents for false payouts to another employee.

Starting from the beginning of the issue at hand, there are some historical issues at hand that had taken place and are the backbone to this investigation. The records show that in June of 2022, [REDACTED] and [REDACTED] entered into contracts with the BOCC in reference to their jobs with the county. There were several stipulations in the contracts with regard to the calculation of benefits. These two contracts were mirror images of the contract that the BOCC entered into with the Chief Financial Officer, Susan Bancroft (Walker), in November of 2021, when Bancroft was hired full-time by Bourbon County after being terminated by the City of Ft Scott as their Financial Officer. These contracts were in effect June of 2022 until January of 2023 when the BOCC terminated the contracts by and through resolution 6-23, thus returning all three, [REDACTED], [REDACTED], and Bancroft (Walker), to exempt employees with no accrual of vacation/sick time. According to the resolution and the minutes of the commission meeting, all three agreed to being returned to salaried employees and had entered into an agreed salary for each position. This was discussed and signed on the 24<sup>th</sup> of January 2023, and it was agreed by the BOCC to pay the three individuals an agreeable amount for unused vacation/sick time. Records indicate that on the 27<sup>th</sup> of January 2023 the following disbursements were issued to Susan Bancroft - \$4,917.95, [REDACTED] - \$8,670.36 and [REDACTED] - \$7,027.37 totaling \$20,615.68. All three subjects accepted and cashed these payouts at the time of their release and according to records all three were returned to salaried employees with no accumulation of vacation/sick time.

At this time, I made contact with past and present commissioners and the past county clerk to verify information surrounding the contracts of these individuals. My first interview was with [REDACTED], former Bourbon County commissioner, on the 31<sup>st</sup> of October 2025. I introduced myself and why I asked to talk to him. I started by confirming that he was a current commissioner at the time of the contracts with [REDACTED], [REDACTED] and Bancroft (Walker), he told me that he was that Bancroft was already under contract at the time when the other two came up. [REDACTED] stated that the BOCC had been receiving "push back" from the community about the contracts and this is when the BOCC made the decision to terminate the contracts with all three subjects.

At this time the BOCC instructed the County Councilor, [REDACTED], to figure out what the cost would be to payout all three subjects for unused benefits. [REDACTED] stated that Bancroft presented the payout amounts of all three subjects to the BOCC and after they agreed to the amounts, the BOCC instructed [REDACTED] to make notification to all three subjects of the payout and that they were no longer contract employees from this point forward. I then talked to [REDACTED] about the benefit accruals of salaried employees of Bourbon County and he stated that when he was the Public Works Director he never accumulated any form of benefits due to the fact that he was a salary employee and that if he needed to take time off he made sure things were covered and then he took the time off. I then showed [REDACTED] documents that indicated that [REDACTED] and [REDACTED] were to be paid out for unused vacation and sick time and [REDACTED] told me that this should not happen because they were salaried employees and they do not accrue any kind of benefits. [REDACTED] went on to say that he noticed that the documents made reference to "contract" and again [REDACTED] stated that these subjects receive and base salary and that the document is incorrect. At this time I concluded my interview with [REDACTED]

On the 1<sup>st</sup> of November 2025 I met with Mika Milburn-Kee in reference to the issue of the documents that had been given to me from Sheriff Martin. I first asked if she had been the one that gave the documents to Sheriff Martin and Milburn confirmed that she was the one that had given them to the Sheriff. Prior to talking about the documents in the packet I had heard that there was a recording between her and the Deputy County Clerk [REDACTED] and I asked Milburn if this was true and she told me that it was. I asked if I could hear it and at this time she played the recording for me. The recording indicated that [REDACTED] had been supplied the "payout" numbers by Susan, Susan Bancroft (Walker), and was asked to forward them to the BOCC for approval. (Transcript of recording included with report). I asked about the information alluded to in the recording and Milburn explained that the amount that they were talking about was the final payout for [REDACTED]. We then continued to talk about the documents that she had supplied in the packet in reference to the issue of the documents that were to be presented to the BOCC for approval for final payout for both [REDACTED] and [REDACTED]. Milburn confirmed that the contracts in question were voided and cancelled back in January of 2023 and that all three subjects had been paid out for an agreed amount and then were to be returned to salaried employees. I then asked her about the documents surrounding [REDACTED]. Milburn told me that the BOCC and [REDACTED] had been in negotiations about a severance agreement and that the HR person along with the County Councilor before anything was to be done with this. We then talked about this issue and in the packet were documents in reference to this issue. Included is an email from Dr Cohen, HR person, to [REDACTED] in response to [REDACTED] request for a time frame for the [REDACTED] payout. Cohen tells [REDACTED] that there had been an agreed amount and that when [REDACTED] signs the document that he will authorize the disbursement of the funds. Milburn then explains that prior to [REDACTED] signing the document the funds were released and issued to [REDACTED]

Milburn also brought up the issue around the **last pay check** for [REDACTED] and she stated that while going through payroll following [REDACTED] layoff it was noticed that he had been over paid on his **last check**. When this issue was brought to the attention of Susan, she stated that it was an oversight and that she wasn't sure as to [REDACTED] last day of work. Like Milburn stated, Susan [REDACTED] and she was present when he cleaned out his office at the court house and then you claim that she was not sure as to his last day of work. According to Milburn the [REDACTED] were allowed to return the over payment, which is documented.

As of this date [REDACTED] has never signed the severance documents as agreed upon prior to the release of the agreed amount. Also the documentation of the disbursement is noted on the CIC Payroll document as "Vacation Payout", which is not accurate. Included is an email between Milburn and Cohen in reference to this exact issue and Cohen is adamant that he neither authorized this payout either in writing or verbally. Cohen goes on to say that he is "shocked to learn that the Clerk's Office made the payment without authorization." Milburn confirmed that there had been three emails in reference to the payouts for [REDACTED] and [REDACTED] that were calculated by Susan Bancroft (Walker) and then forwarded to [REDACTED] and told to send them to the BOCC for approval. Milburn confirmed that none of these payouts were paid by the BOCC. I then concluded the interview with Milburn.

Later on the 1<sup>st</sup> I met with [REDACTED], the former County Clerk for Bourbon County, she was the [REDACTED] k at the time of the contracts and then the canceling of the contract with [REDACTED], [REDACTED] and Bancroft (Walker). I showed her a copy of the minutes from the BOCC meeting of the 24<sup>th</sup> of January 2023 and asked if she had been the [REDACTED] at the time of this meeting and Shelton confirmed that she was. I then asked if she remembered the issue of the contracts coming up in the meeting and she told me that they did. I then asked her to tell me what the outcome was at the meeting. She confirmed that the contracts were canceled and that all three were returned to salaried employees at that time. I then asked her if the three subjects had ever accrued any benefits after that while she was the [REDACTED] and she told me that in Bourbon County salary employees do not receive vacation or sick time therefore no accruals were ever an issue. [REDACTED] also went on to tell me that there had been a payout for the contracts to all three subjects. I showed [REDACTED] a document that indicated the amounts issued to the three subjects and asked her if it looked correct and she told me that around the 1<sup>st</sup> of January 2023, Bancroft went to the BOCC and convinced them to give her control of payroll and that Bancroft would have been the one that did the calculations for the payouts. [REDACTED] confirmed that Bancroft would have been the one that did the calculations for not only [REDACTED] and [REDACTED] that she would have been the one that calculated her, Bancroft's, own payout for the contracts in 2023.

While talking to ██████ about these documents ██████ ██████ arrived at the Sheriff's office and joined the interview of ██████. ██████ was the ██████ for ██████ when she was in office. I went through what ██████ and I had already discussed and asked her about the contracts and she also agreed that the contracts had been canceled and that all three subjects had been returned to salaried employees and therefore was not eligible to receive vacation and sick time accruals. Both ██████ and ██████ did not agree with the payout of the three subject and when asked to explain she said that the payouts should have been pro-rated based on the amount of time, 6 months, since the contracts had been signed and not for the full year of benefits.

Later on the 1<sup>st</sup> of November 2025, I met with former BOCC commissioner ██████ in reference to the issue of contracts with the three individuals. When asked about the contracts I asked ██████ he was one of the commissioners at the time of the signing of the contracts and if he could tell why they were issued and signed. ██████ stated that Bancroft approached the BOCC and told them that salaried employees needed to be allowed to receive vacation and sick time accruals and if they were not allowed then the county would be in violation of federal law. Based on these statements by Bancroft at the time the BOCC agreed to the contracts. ██████ stated that there were a lot of complaints from not only the public but also from employees about the contracts and the amount of vacation and sick time that the contract employees were receiving and accruing. ██████ stated that this went on for about six months and then the BOCC decided to cancel the contracts and that all three understood that there were being returned to salaried employees and that they would not be accruing vacation or sick time from this point forward. ██████ was very adamant that all three of them understood their employment status after they received their payouts.

Based on the documentation and interviews of witnesses I find that Susan (Bancroft) Walker calculated false figures for final payouts for ██████ in the sum of \$72,100.58 then emailed figures to her deputy clerk to forward to the BOCC when confronted about the amount she re-calculated the sum to \$65,056.69. Susan calculated the figures for ██████ as well when he left and again she figured the amount for payout ██████ at \$35,338.56. Susan (Bancroft) Walker calculated these figures with the knowledge that the contracts were canceled in January of 2023 and she was the person responsible for calculating the agreed figures given to the BOCC at the time of the contract cancellations. Susan (Bancroft) Walker is also the person that falsely figured ██████, ██████, ██████, last paycheck claiming that she did not remember his last day of work even though she assisted him with cleaning out his office at the court house. Then when it was found, Bancroft agreed to repay the county the over payment.

Based on the documentation included with this report I am requesting the following charges be filed against Susan (Bancroft) Walker:

**KSA 21-6004 Presenting a False Claim**

**KSA 21- 6002(a)-6 Official Misconduct**

**KSA 21-6005 Misuse of Public Funds**

Nothing further at this time

Deputy/Advisor Bryan J Murphy S#17

**Narrative Report – Interview with [REDACTED]**

**Date:** November 1, 2025

**Reporting Officer:** Deputy Bryan J. Murphy

On November 1, 2025, I contacted [REDACTED] and asked if she would be willing to meet and discuss an incident I was assigned to investigate. [REDACTED] agreed and said she could meet at approximately 0930 hours at the sheriff's office.

At 0930 hours, [REDACTED] arrived at the sheriff's office. I escorted her to the conference room, where we began our conversation. I explained that I had been asked to look into matters related to her time as the Bourbon County [REDACTED]. I asked if she recalled the contract issue involving Susan Bancroft (Walker), [REDACTED] and [REDACTED]. [REDACTED] confirmed that she was present when the contracts were enacted and also when they were later voided by the Board of County Commissioners (BOCC).

When asked about the reasoning behind the contracts, [REDACTED] explained that the issue stemmed from salaried employees not receiving vacation or sick time. She stated that during her tenure as County [REDACTED], salaried employees had never received such benefits. Instead, the use of vacation and sick time operated on an honor system, which had worked well in the past without abuse.

We then discussed payroll matters. [REDACTED] stated that around January 1, 2023, Susan Bancroft (Walker) assumed responsibility for payroll after convincing the BOCC that, as the County's Chief Financial Officer, she should oversee it. [REDACTED] also noted that Bancroft took custody of all county personnel files at that time.

I asked if Bancroft was in charge of payroll when the BOCC voided the contracts for the three individuals. [REDACTED] confirmed that she was. I then asked if Bancroft would have been the one to calculate the payout amounts for those contracts. [REDACTED] stated that this was correct—Bancroft would have calculated the payouts for [REDACTED], [REDACTED] and herself.

When asked why the contracts were voided so soon after being enacted, [REDACTED] said that, according to [REDACTED] the BOCC had received public pushback. However, she believed the complaints came more from other county employees than from the general public. [REDACTED] explained that employees were upset about the number of vacation and sick days granted to the three individuals under their contracts, as they felt it was unfair compared to what they received.

[REDACTED] expressed that she did not believe the three individuals should have received the full payout amounts. She explained that they were paid as if the contracts had been in effect for a full year, even though they had only been active for six months. In her opinion, the payouts should have been prorated to reflect the actual time the contracts were in effect.

I showed [REDACTED] some records I had received showing the payout calculations for [REDACTED] and [REDACTED]. I asked if these were consistent with the types of payout requests typically submitted to the commission when an employee leaves the county. She confirmed that they were.

I thanked [REDACTED] for her time and asked if I could contact her again should I have further questions. She said that would be fine.

## Audio Recording between Mika Milburn (MM) and [REDACTED]

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[REDACTED] - This is [REDACTED]

**MM** - [REDACTED] this is Mika. I have a message that has something to do with [REDACTED] that says that you're sending for payroll next week. Can you please explain that?

[REDACTED] - His payout? Is that what you're asking?

**MM** - What kind of payout?

[REDACTED] Hang on. Let me grab that folder. One second. Okay. I just received this from Susan. That's why I sent it to get approved. On the paper, that's all I have as well. Six-leaf hours accrued, 96 for 23, 24, and 64 for 25. 12 days per year, no cap per September 26, 2008 minutes. 2025 is through August. And then the vacation is 224 for the year of 23, 24, and 25 per his contract.

**MM** - **There is no contract.** There are **no contracts.** So **whatever Susan sent,** that's a no. Susan's not in charge of any of this, okay? So please disregard whatever Susan sent.

[REDACTED] - Okay,

**MM** - this is a no.

[REDACTED] Okay, I don't. And I am sending this just for verification. Just because you have something with Susan, please do not take that out on me.

[REDACTED] No, it's not that Susan. We're not sending a \$70,000 payout to somebody.

[REDACTED] - Okay, and I understand that, but you're not going to speak to me this way when I just sent out to get verification. This is why I sent it to Cohen, to Bob, and to all the commissioners. So there's no reason to be speaking to me this way. I understand. If that's not what we're going to do.

**MM** - Well, it just says that it's automatically going to go out. It's just an absolute no.

[REDACTED] - Okay. And it's not automatically going out. This is why I sent it in an email for you all to understand. So if it doesn't need to go out, that's fine. But this is why payroll is not so next week. I'm sorry?

**MM** - Didn't it say that it was automatically going out?

[REDACTED] No. That thing said it was automatically going out. It asked for verification. Okay. Attached is payroll calculations I've received. Payroll to be ran next week. I am sending for approval. That is what I wrote.

**MM** - Will be ran next week. Sending for approval. So absolute not approved.

[REDACTED] Okay. Then just please email me back and I will just send out the hours that he has for those two weeks.

**MM** - The hours for two weeks?

[REDACTED] was 72 hours.

**MM** - 72 hours.

[REDACTED] Yes, correct.

**MM** - For two weeks.

[REDACTED] - For his two-week period, it was 72 hours. That's what he has. I received the termination paperwork from Dr. Cohen. It says effective date, 8-28.

**MM** - Today, or yesterday.

[REDACTED] Correct. So that would be 72 hours. Yes.

**MM** - So anything else is to be handled through Dr. Cohen.

[REDACTED] Okay, and that's why I sent this to him.

**MM** - Okay, I just want to make it absolutely clear.

[REDACTED] Okay, and that's perfectly fine.

**MM** - There is a illusion of a contract which there is not. That is not a thing.

■■■ Okay, and that's perfectly fine. Like I said, I am sending for approval. If it's not approved, then I've already spoken to you. I understand what needs to be done. If you want to just respond to the email, as well as Dr. Cohen wants to respond to you.

**MM** - Have a good day.

■■■ - You too.

DISTRICT COURT OF Bourbon COUNTY, KANSAS**ARREST/DETENTION PROBABLE CAUSE AFFIDAVIT**

I, Deputy/Advisor Bryan J Murphy, a duly authorized law enforcement officer of Bourbon County, Kansas, being of lawful age, after first being sworn on Oath, does state the following:

**The following offense(s) have been committed:**

Presenting a False Claim (KSA 21-6004),  
Official Misconduct (KSA 21-6002),  
Misuse of Public Funds (KSA 21-6005).

**The following person or persons are alleged to have committed said offense(s):**

Susan Walker W/F DOB: [REDACTED] SSN: [REDACTED]

**This affidavit is based on the following facts:**

In October 2025, I, Deputy Bryan J. Murphy, was assigned to investigate allegations of improper payroll disbursements involving Bourbon County Clerk **Susan (Bancroft) Walker**. Commissioner Mika Milburn-Kee provided documents indicating that Walker had calculated and submitted unauthorized payout amounts for former county employees [REDACTED] and [REDACTED].

County records show that on **January 24, 2023**, the Bourbon County Commission terminated the employment contracts of Susan Walker, [REDACTED], and [REDACTED] by Resolution 6-23, returning all three to salaried status with **no vacation or sick-time accruals**. On **January 27, 2023**, all three received and accepted their final contract payouts. No further accruals or contract benefits were authorized after that date.

During interviews, former commissioners [REDACTED] and [REDACTED] former [REDACTED], Deputy [REDACTED], and Commissioner **Milburn-Kee** all confirmed that after January 2023, none of the three individuals were eligible to accrue vacation or sick time, and all parties understood this.

Documents provided by Milburn-Kee include emails and a recorded conversation in which [REDACTED] states she received payout figures directly from Susan Walker and was instructed to forward them to the BOCC. These figures included a calculated payout of **\$72,100.58** for Shane Walker (later revised to **\$65,056.69**) and **\$35,338.56** for [REDACTED]. These calculations were made despite Walker's knowledge that the contracts had been canceled and no accruals existed.

Additional documents indicate that the payout issued to [REDACTED] was recorded as a "Vacation Payout," despite [REDACTED] having no accrued vacation and not having signed the required severance agreement before the payout. HR Director **Dr. Cohen** confirmed he did not authorize the payout and was "shocked" it was issued.

Evidence also shows that Susan Walker miscalculated her husband's final paycheck, resulting in an overpayment that was later returned.

Based on these facts, there is probable cause to believe that Susan (Bancroft) Walker committed **Presenting a False Claim (KSA 21-6004), Official Misconduct (KSA 21-6002), and Misuse of Public Funds (KSA 21-6005)**.

\_\_\_\_\_  
Affiant

State of Kansas  
County of Bourbon

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Expiration Date: \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_

20 \_\_, at \_\_\_\_\_ .m.

\_\_\_\_\_  
Judge

1. Set forth various charges possible under the facts as presently known.
2. Name of person or persons who are alleged to have committed the offense(s).
3. State facts and circumstances specifically, in detail, and when and how the information was acquired- by observation, informant, etc., and if by informant or other hearsay, describe how reliability verified – (previous proven reliability, corroboration by other physical observations, etc.). Additional facts brought out orally before the judge should be inserted before signature.

**ARREST/DETENTION PROBABLE CAUSE DETERMINATION**

The Court determines from the above affidavit under oath that there is probable cause to believe that the offense(s) of :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

has been committed by the persons named in the above affidavit, and probable cause for the arrest and detention of said person(s).

Signed on \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_ .m.

\_\_\_\_\_  
Judge

The Bourbon County Commission maintains that the recent disbursement of funds to Director ██████—labeled as a "vacation payout"—constitutes a clear and deliberate misappropriation of County resources, not a clerical mistake or administrative oversight.

This payment was initiated and executed without the knowledge, consent, or authorization of the Bourbon County Commission, which is the sole authority empowered to approve any separation-related compensation or non-standard disbursements. At the time of the payment, the Commission was actively engaged in formal separation discussions with Director ██████ in coordination with our legal counsel, and Dr. Steve Cohen. No agreement had been finalized, and no directive had been issued to release any form of payout.

Despite this, ██████ who is subordinate to the County Clerk and under the Clerk's direction, facilitated the issuance of this payment. It is critical to note that the Clerk holds final oversight of payroll and acted outside the scope of her authority in processing this disbursement. The Clerk, who supervises ██████ likewise has no authorization to unilaterally direct the issuance of County funds—particularly in sensitive employment matters involving executive-level personnel.

The circumstances surrounding this payment raise serious concerns about conflicts of interest and abuse of authority. The Clerk and her husband are actively engaged in litigation against the County concerning a previously existing contract—one which has been formally terminated and fully paid out. By misclassifying this payment as a vacation payout under the now-defunct contract terms, the Clerk and ██████ may be attempting to create a financial precedent that would serve to bolster the pending legal claims.

Director ██████ a W-2 at-will employee, is not contractually entitled to a vacation payout under the current terms of employment. There is no legal basis for the disbursement made on his behalf, and no budgetary or Commission-approved mechanism exists to justify it.

This situation represents a serious breach of fiduciary duty, a misuse of public funds, and a deliberate circumvention of established County governance procedures. The continued unilateral actions of the Clerk and her subordinate, ██████ not only undermine the authority of the Commission but also expose the County to legal and financial liability.

The Bourbon County Commission respectfully submits this matter for formal review and stands ready to cooperate fully with any investigation or audit initiated in response.

In support of the Commission's concerns regarding the unauthorized payment made to Director ██████ we also wish to formally document a prior and related incident of financial misappropriation involving the County Clerk and her subordinate, ██████ This earlier case further evidences a pattern of misconduct and abuse of authority within the payroll oversight process.

In this earlier instance, an improper and substantial overpayment was issued to [REDACTED] [REDACTED] had been officially laid off, but his last day of employment was misreported, resulting in a payout that exceeded what he was rightfully owed. This was not an innocent payroll mistake — rather a misappropriation of County funds.

The Clerk, who is directly responsible for oversight of payroll through [REDACTED] was fully aware of [REDACTED] actual termination date. On July 9, the Clerk personally assisted [REDACTED] in collecting his final belongings from County premises. Her direct involvement in this process confirms her full knowledge of his employment status and renders the justification for the overpayment indefensible.

As with the more recent case involving Director [REDACTED] the Commission was neither informed of nor authorized this payment. The Clerk and [REDACTED] acting outside the scope of their authority, enabled this disbursement in clear violation and without the required approval from the Bourbon County Commission.

Furthermore, the personal relationship between the County Clerk and [REDACTED] presents a serious conflict of interest. The overpayment shows — a violation of public trust and fiduciary responsibility.

The Commission views this as part of a broader and deeply concerning pattern in which:

- Payroll functions are being manipulated by individuals without proper authority.
- Public funds are being disbursed inappropriately; and
- Internal controls are being willfully ignored or bypassed.

The Bourbon County Commission reiterates that only the Commission hold the authority to authorize final payouts and separation compensation. The Clerk and her subordinate have repeatedly acted beyond their roles, misused their access to payroll systems, and compromised the integrity of County financial operations.

We request that this incident, along with the more recent misappropriation related to Director [REDACTED] be reviewed as part of a comprehensive investigation. The Commission is prepared to provide documentation and cooperate fully with any oversight authority to ensure accountability and prevent further misuse of public resources.

*Exec Session  
10/7 & 10/14 - DE COTTEN  
BOB JACOBS  
3 Commissioners*

BOURBON COUNTY,  
KANSAS

**Bourbon County Commission Agenda**  
**Bourbon County Commission Chambers, 210 S National Ave.**  
**September 08, 2025, 5:30 PM (Revised)**

- I. Call Meeting to Order
  - Roll Call
  - Pledge of Allegiance
  - Prayer
- II. Discussion of meeting limits-Beerbower
- III. Approval of Agenda
- IV. Approval of Minutes 08/25/25 & 08/29/25
- V. Consent Agenda
  - Approval of 09.05.25 Accounts Payable Totaling \$308,641.44
  - Approval of 09.05.25 Payroll Totaling \$326,473.16
- VI. Lora Holdridge-Budget Question
- VII. 95<sup>th</sup> Street South of Unique – ROD & Security 1<sup>st</sup>
- VIII. Executive Session: Pursuant to KSA 75-4319 (b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy. Tran
- IX. Pursuant to KSA 75-4319 (b)(2) for consultation with an attorney for the public body of agency which would be deemed privileged in the attorney-client relationship. Milburn
- X. Public Comments for Items Not on The Agenda
- XI. Old Business
  - Mapleton Road - Beerbower
  - Phone System -Beerbower
  - Software program - Beerbower
  - Hospital Equipment Update - Beerbower
  - FSACF Grant - Beerbower
  - Security Camera's - Beerbower
  - Craw-Kan
  - Elm Creek Quarry
  - Freeman Agreement - Beerbower
  - Act/Web Page Access - Milburn
- XII. New Business
  - Salary Resolution - Milburn
  - North Crawford St. - Beerbower
  - Eagle Road - Beerbower
  - Freeman/EMS - Milburn
  - 109<sup>th</sup> Street - Milburn
  - Opioid Settlement - Milburn
  - Planning Commission Selection Process - Beerbower
  - Agenda-Clerk
- XIII. Commission Comments
- XIV. Adjournment \_\_\_\_\_

*Lg Vacation Report  
put in w/ consent  
Agenda Here.*

*Print Copy of  
Prison Agreement.*

**EXECUTIVE SESSIONS - FORM OF MOTION**

- \_\_\_\_\_ Pursuant to KSA 75-4319 (b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy
- \_\_\_\_\_ Pursuant to KSA 75-4319 (b)(2) for consultation with an attorney for the public body of agency which would be deemed privileged in the attorney-client relationship
- \_\_\_\_\_ Pursuant to KSA 75-4319 (b)(3) to discuss matters relating to employer/employee negotiations whether or not in consultation with the representatives of the body or agency
- \_\_\_\_\_ Pursuant to KSA 75-4319 (b)(4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trust, and individual proprietorships
- \_\_\_\_\_ Pursuant to KSA 75-4319 (b)(6) for the preliminary discussion of acquisition of real estate
- \_\_\_\_\_ Pursuant to KSA 75-4319 (b)(12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures

The subject to be discussed during executive session: \_\_\_\_\_

State persons to attend

Open session will resume at \_\_\_\_\_ A.M./P.M. in the commission chambers.

20 July 2025

To: **Bourbon County Commissioners** (BCC)  
From: Samuel Tran, BCC-District 1

SUBJECT: Commissioner Liaison

Fellow Commissioners,

*Minimum mail to  
propose  
Bourbon  
County  
AM Approved*

Currently this governing body act as generalist in our focus on the various aspects of governance. We each must maintain awareness of all aspects of the departments, sub-departments and functions of the county. As you are aware, maintaining the pulse of county government is a daunting task and often times we find ourselves stretched thin or outside our area of expertise.

Therefore, I would like to propose we each are assigned specific functions of the county in order to focus our respective energy, time and effort into improving these functions. There are three major functions within the county and those are:

- Public Works
- Public Safety, Emergency Management and Rural Fire
- Courthouse and all ancillary functions housed within

I propose we each take one of these functions and liaises with them to better understand their functions, requirements, limitations, and present their voices, views and concerns at the commissioner's table. Commissioners will be granted permission to address specific matters that pertain to their area of responsibility without the necessity to consult the other two Commissioners, unless the matter is highly controversial or so critical that it demands the attention of the full Commission, such as on boarding/off boarding, manning increases, budget increases/shortfalls or critical personnel issues.

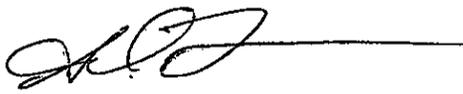
Where personnel are concerned, employees will follow the chain of command by first engaging their immediate supervisor, followed by their department director and culminating with Human Resources (HR) for resolution and if needed HR will engage the department's Commissioner Liaison; that commissioner will be the arbiter of any disputes between employee and their supervisor. The full Commission will be the next level of appeal if required.

Commissioner Liaisons would be authorized to spend up to \$1000 per month without the approval of the full Commission. If spending above the specified amount is needed, then the Liaison must seek approval from the full board at a regular meeting.

Commissioner Liaisons will report to the full board on issues of their respective department on a monthly basis and/or when Liaisons feels compelled due to the nature of the issues.

This proposal would not preclude any Commissioner from involving themselves with any of the three functions listed, but would effectually place a particular Commissioner as the focal point for that function. This would allow us to become more knowledgeable about the area we have been assigned.

As always, I am open to discussing this matter and look forward to hearing all points of view and concerns. Thank you.

*Mika Melburn Kee* 

## **Holidays**

### *Recognized Holidays*

Regular, full-time employees are eligible for holiday pay. The following holidays are recognized by Bourbon County as paid holidays:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Easter (only for those employees required to work this day)  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

The Board of County Commissioners may by motion designate other days as special holidays on a one-time basis.

### *Holiday Policies*

All national holidays are scheduled on the day designated by common business practice except if the holiday falls on Saturday, Friday will be taken off. If the holiday falls on Sunday, Monday will be taken off.

In order to qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only excused absences will be considered exceptions to this policy.

If a holiday occurs during your scheduled leave, you are eligible for the holiday pay.

You are not eligible to receive holiday pay when you are on an unpaid leave of absence.

An employee needs to be on the payroll for at least 30 days in order to receive holiday pay.

### **Military Leave of Absence**

If you are a regular, full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

1. You show your orders to your supervisor as soon as you receive them.
2. You satisfactorily complete your active duty service.
3. You enter the military service directly from your employment with Bourbon County.

4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months of active duty for training, you must apply within (30) days after discharge.

Upon restoration to County service, all unused vacation and sick leave credits accumulated prior to the military leave shall be restored unless the employee has been paid for unused vacation leave at the time of his/her induction or enlistment.

### **Military Reserves or National Guard Leave of Absence**

Employees who serve in U. S. military organizations or the National Guard may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued vacation leave time to the leave if they wish; however, they are not obliged to do so.

You are expected to notify your supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

### **Paid Leaves**

In the interest of maintaining a healthy balance between work and home, Bourbon County offers eligible regular, full-time employees paid time off. Time off is paid using the employee's hourly rate.

### **Personal Leave**

Any regular, full-time employee is entitled to take two (2) hours, twice annually for blood donor purposes. Personal leave must be authorized by the Department Head, scheduled in advance, and shall not be accumulated.

### **Professional Leave**

Any employee may be granted leave with pay to attend meetings, seminars and conventions related to the employee's work for the County when the employee's Department Head authorizes such attendance. If possible, all out of county travel shall have the prior approval of the Board of County Commissioners. The employee shall submit an itemized list and receipts for expenses to be reimbursed. The Board of County Commissioners sets the mileage reimbursement for the use of a personal vehicle. Reimbursement for meals within the County will not be allowed, unless approved by the Board of County Commissioners.

### **Sick Leave**

Regular, full-time employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period on unauthorized leave. Sick leave will accumulate starting the first month of employment, but cannot be taken until the end of the seventh (7<sup>th</sup>) month of employment. Sick leave will accrue at the following rate:

- > Full-time employees will earn one day per month (8 or 7 hours) with a maximum accrual of 120 days.

Any absence for a fraction or part of a day shall be charged to sick leave in increments of not less than one hour. If an employee is on sick leave in excess of three (3) working days, a Department Head may require a signed statement from a health care provider verifying the employee's ability to perform his or her assigned duties.

To receive paid sick leave, an employee must notify his/her immediate supervisor no later than two (2) hours after the beginning of the first workday for which sick leave is taken. A Department Head may approve paid sick leave for the illness of a spouse or child.

All accrued sick leave must be used prior to taking family and medical leave.

Upon ten (10) full years of service and the maximum of 120 days is obtained, any additional accrued sick leave earned by the employee will be compensated, at the end of each calendar year, at the rate of 25% of the days over the maximum per calendar year.

After ten (10) full years of continuous service, upon retirement or termination in good standing, the employee will be compensated for 25% of the accumulated sick days recorded by the Personnel Department.

Abuse of sick leave is not authorized and may result in consequences including but not limited to requiring doctor's approval for time off work or possible termination. Examples of abuse of sick leave include but are not limited to:

- 1) evidence that sick leave has been used for an unauthorized purpose;
- 2) pattern of use of sick leave as soon as it has accrued;
- 3) pattern of use of sick leave on Friday or Monday;
- 4) pattern or use of sick leave the day preceding or following a holiday; or
- 5) pattern of use of sick leave the day preceding or following vacation leave.

### **Vacation Leave**

Vacation leave will be credited on January 1 of each new year and will not accumulate from year to year.

Vacation leave accrues at the following rate:

- > No vacation time will be accumulated the first six (6) months of employment. Vacation will begin to accumulate at the end of the seventh (7<sup>th</sup>) month and shall not exceed fifteen working days.
- > Full-time employees earn one (1) day per month (7 or 8 hours).
- > Seasonal/Temporary and part-time employees are not eligible for vacation credit.
- > Vacation leave will be credited on January 1 of each new year and will not accumulate from year to year. Employees with less than two (2) years of service will accumulate

and carry over vacation leave from December to January. The years of service must have been acquired before January 1 of the new year to obtain vacation days.

- > Not more than two (2) weeks of scheduled vacation will be allowed at one time unless approved by the Department Head.
- > All accumulated vacation time on record will be paid upon termination of employment.

An employee will not be charged for vacation leave if a Bourbon County holiday occurs during the employee's authorized vacation leave.

All vacation leave time must be taken in four (4)-hour increments, unless otherwise authorized in writing. Your supervisor must approve specific leave dates.

**Amount of Leave**

The maximum sick and vacation leave that may be accrued shall be computed as follows based on full-time employment:

<b>Years of Employment</b>	<b>Maximum Accrual (In Days)</b>
Two (2) to Ten (10) years	15 days
More than ten (10) years	20 days

10/13 note  
by Mike  
to continue to contacts  
to tell them that we are not  
going to pay for the  
contract. Just as we  
did on the other side

→ Commission called Bob for Prison letter  
of situation →

→ De. Pinner agree and will get  
sentence signed

if sentence  
Does not get signed  
Check Does  
Not go out

Execution  
Sentence

2/15-

THIS Appears to be a  
Clear Termination of Contracts  
When I pulled this day  
2w Resolution  
Contracts had been  
replaced by this  
minutes & resolution  
contract.

minutes & resolution  
contract.

Resolution 06-23

Bourbon County, Kansas

A RESOLUTION DEFINING **EMPLOYMENT STATUS** OF EXEMPT EMPLOYEES REPORTING TO THE BOURBON COUNTY COMMISSION.

WHEREAS, the Board of County Commissioners of Bourbon County, Kansas, employs certain exempt positions within the organization that require a specific skillset that is important to the day-to-day operations of the organization; and

WHEREAS, these positions identified are the COO, CIO, CFO, EMS Director, Public Works Director, Emergency Manager, and the County Appraiser; and

WHEREAS, disruption in these positions can lead to organizational strain and potential liability risks if left vacant and replaced untimely; and

WHEREAS, careful consideration should be given when employing, evaluating, and or replacing these positions; and

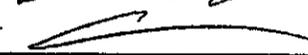
WHEREAS, in the event it is necessary to make organizational changes, a unanimous vote of three (3) commissioners will be required; and

WHEREAS, these positions will follow the same vacation and sick leave policies as other exempt employees within the organization; and

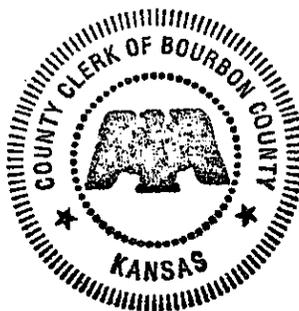
WHEREAS, to protect the privacy of persons occupying these positions, the Bourbon County Commission will discuss all personnel matters in executive session in accordance with K.S.A. 75-4319 (b)(1) and will designate the Chairman of the Board of the Bourbon County Commission as the representative to address personnel matters regarding the above positions.

BE IT, THEREFORE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BOURBON COUNTY, KANSAS, that the employment of exempt employees reporting to the Bourbon County Commission as more fully described above be defined as such.

ADOPTED AND APPROVED this 24 day of January, 2023, by the board of County Commissioners of Bourbon County, Kansas.

  
\_\_\_\_\_, Chairman  
  
\_\_\_\_\_, Commissioner  
  
\_\_\_\_\_, Commissioner

Attest: Ashley Shelton  
\_\_\_\_\_  
Ashley Shelton, County Clerk



Bank: 7 LANDMARK BANK

Account: 1930003049 Treasurer's Account

Date	Type	Reference	Payee	Description	Amount	Check	Redeemed	Wire?	Source
1/27/2023	DEPOSIT	DEPOSIT		DEP/CC/ROD	\$80.00		1/31/2023	<input type="checkbox"/>	BK
1/27/2023	DEPOSIT	DEPOSIT		DEPT/TAXES	\$6,703.30		1/31/2023	<input type="checkbox"/>	BK
1/27/2023	DEPOSIT	DEPOSIT		DEP/CC/LANDFILL	\$63.00		1/31/2023	<input type="checkbox"/>	BK
1/27/2023	DEPOSIT	DEPOSIT		DEP/CC	\$818.83		1/31/2023	<input type="checkbox"/>	BK
1/27/2023	DEPOSIT	DEPOSIT		DEP/FILE/SIMP	\$21.00		1/31/2023	<input type="checkbox"/>	BK
1/27/2023	DEPOSIT	DEPOSIT		DAILY DEP/CKS	\$137,292.61		1/31/2023	<input type="checkbox"/>	BK
1/27/2023	DEPOSIT	DEPOSIT		DAILY DEP/CASH	\$2,271.70		1/31/2023	<input type="checkbox"/>	BK
1/27/2023	DEPOSIT	DEPOSIT		DEP/WEB TAG	\$255.63		1/31/2023	<input type="checkbox"/>	BK
1/27/2023	WD		BOURBON COUNTY	PAYABLES	(\$452,908.79)	1307	1/31/2023	<input type="checkbox"/>	TR
1/27/2023	WD		BOURBON COUNTY	PAYABLES	(\$4,875.00)	1308	1/31/2023	<input type="checkbox"/>	TR
1/27/2023	WD	REP #506	DIRECTOR OF REVENUE	Miscellaneous Disbursement Receipt # 32998	(\$3,396.09)	32998	1/31/2023	<input checked="" type="checkbox"/>	MD
1/27/2023	WD	22-0903BB	PEARSON TOWING	Miscellaneous Disbursement Receipt # 32999	(\$61.00)	46230		<input type="checkbox"/>	MD
1/27/2023	WD	CLERK NAME CIC		Miscellaneous Disbursement Receipt # 33000	(\$450.00)	46231	1/31/2023	<input type="checkbox"/>	MD
1/27/2023	WD			Payroll Check	(\$1,009.99)	80001	1/31/2023	<input type="checkbox"/>	PR
1/27/2023	WD			Payroll Check	(\$1,054.40)	80002	2/28/2023	<input type="checkbox"/>	PR
1/27/2023	WD			Payroll Check	(\$786.71)	80003	1/31/2023	<input type="checkbox"/>	PR
1/27/2023	WD			Payroll Check	(\$1,041.61)	80004	1/31/2023	<input type="checkbox"/>	PR
1/27/2023	WD	BANSU01	BANCROFT, SUSAN E	Payroll Check	(\$4,917.95)	80005	1/31/2023	<input type="checkbox"/>	PR
1/27/2023	WD			Payroll Check	(\$8,670.36)	80006	1/31/2023	<input type="checkbox"/>	PR
1/27/2023	WD			Payroll Check	(\$7,027.37)	80007	3/31/2023	<input type="checkbox"/>	PR
1/27/2023	WD	BANSU01	BANCROFT, SUSAN E	Payroll Check	(\$2,392.80)	20019158	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD	BETCLO1	BETH, CLIFTON E		(\$653.73)	20019159	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD	BLYNE01	BLYTHE, NELSON T		(\$493.49)	20019160	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD	HARJA01	HARRIS, JAMES L		(\$595.44)	20019161	1/31/2023	<input checked="" type="checkbox"/>	PR

*Handwritten notes:*  
 BANCROFT, SUSAN E  
 BETH, CLIFTON E  
 BLYTHE, NELSON T  
 HARRIS, JAMES L  
 Reg check  
 Reg check  
 Reg check

Bank: 7 LANDMARK BANK

Account: 1930003049

Treasurer's Account

Date	Type	Reference	Payee	Description	Amount	Check	Redeemed	Wire?	Source
1/27/2023	WD			20019214 <i>PR Clerk</i>	(\$1,987.77)	20019214	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019215	(\$2,252.62)	20019215	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019216	(\$3,076.32)	20019216	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019217	(\$2,142.85)	20019217	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019218	(\$1,721.79)	20019218	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019219	(\$441.16)	20019219	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019220	(\$127.34)	20019220	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019221	(\$649.37)	20019221	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019222	(\$2,038.94)	20019222	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019223	(\$2,688.01)	20019223	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019224	(\$1,773.70)	20019224	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019225	(\$1,344.06)	20019225	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019226	(\$404.76)	20019226	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019227	(\$1,565.45)	20019227	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019228	(\$314.55)	20019228	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019229	(\$345.84)	20019229	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019230	(\$761.00)	20019230	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019231	(\$1,866.99)	20019231	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019232	(\$933.69)	20019232	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019233	(\$917.25)	20019233	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019234 <i>PR Clerk</i>	(\$2,067.95)	20019234	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019235	(\$979.38)	20019235	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019236	(\$852.39)	20019236	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019237	(\$1,065.98)	20019237	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019238	(\$863.48)	20019238	1/31/2023	<input checked="" type="checkbox"/>	PR
1/27/2023	WD			20019239	(\$948.44)	20019239	1/31/2023	<input checked="" type="checkbox"/>	PR

*Approved  
1/24/23*

**PUBLIC WORKS DIRECTOR**

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 17 day of June, 2022 by and between BOURBON COUNTY COMMISSIONERS, KANSAS, (hereinafter referred to as "County"), and [REDACTED] (hereinafter referred to as "EMPLOYEE"), both whom understand as follows:

WHEREAS, the COUNTY desires to employ the services of Eric Bailey as the Public Works Director of Bourbon County, Kansas.

WHEREAS, the Eric Bailey, having accepted employment as Public Works Director for Bourbon County, Kansas and the County Commission desiring to clearly establish conditions of employment and working conditions, it is hereby mutually agreed as follows:

**WITNESSETH:**

1. **DUTIES.** COUNTY hereby engages EMPLOYEE as Public Works Director ("Director") of Bourbon County, Kansas, and EMPLOYEE hereby accepts said employment to perform the functions and duties specified by the Bourbon County Commissioners that are legally permissible and proper duties and functions as the County Commission shall from time-to-time assign. County Commission appoints Eric Bailey as Public Works Director and may remove him at any time subject to the provisions of this Agreement.
2. **COMPENSATION.** COUNTY agrees to pay EMPLOYEE for his services at an annual base salary rate of \$60,131.50 (\$2,312.75) payable in installments at the same time as other employees of the COUNTY are paid. COUNTY agrees to increase said base salary and/or other benefits of EMPLOYEE in such amounts and to such an extent as the County Commission may determine on the basis of an annual review of said EMPLOYEE made at the same time as similar consideration is given to other employees generally. EMPLOYEE will also be eligible for longevity pay as similar consideration is given to other employees.
3. **DUES.** The COUNTY agrees to budget and pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and/or organizations necessary and desirable for his continued professional participation, growth, advancement, and good of the COUNTY.
4. **PROFESSIONAL DEVELOPMENT.** The COUNTY hereby agrees as follows:
  - A. To budget for and to pay the travel and subsistence expense of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and adequately pursue necessary official and other functions for COUNTY including, but not limited to, the annual conference of the Kansas Association of Counties and Kansas Department of Transportation and for such regional, state, and local governmental groups and committees thereof which EMPLOYEE serves as a member. All expenses shall be itemized on COUNTY expense vouchers and any expenditure for lodging and other expenses shall be accompanied by a receipt.

B. To budget and pay for the **travel** and subsistence expense of the EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the COUNTY.

5. HEALTH INSURANCE. The COUNTY agrees to pay the cost for a single coverage to the EMPLOYEE.

6. SICK LEAVE. The COUNTY agrees to provide the same sick leave as all other hourly employees as provided in the handbook. There will not be a waiting period for the use of sick leave. **Accrual** will begin day one of employment and may be used as it is accrued.

7. VACTION AND OTHER BENEFITS. The COUNTY agrees to provide twenty-eight (28) days of paid vacation each year effective with the date of employment and can be carried over each year. EMPLOYEE will also earn (15) days of paid vacation at the beginning of each year that must be used by December of the same year, until EMPLOYEE reaches more than ten (10) years of service, at which he will earn (20) days of vacation. EMPLOYEE's original hire date is 10/01/2020.

8. TERM. The term of this agreement for compensation is for one (1) year but EMPLOYEE agrees to remain in the exclusive employ of the COUNTY from May 1, 2022 until December 1, 2025. The EMPLOYEE shall neither accept nor become employed by any other employer until said **termination** date. The EMPLOYEE shall not devote any time to consulting, or other non-county connected business without the express prior approval of the County Commission.

In the event written notice is not given by either party to this contract to the other forty-five (45) days prior to the termination date as hereinabove provided, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said contract shall continue thereafter for (1) year periods unless forty-five (45) days written notice is given prior to the time of expiration.

9. TERMINATION AND SEVERANCE PAY.

A. In the event EMPLOYEE is terminated by the COUNTY COMMISSION before the expiration of this agreement, the COUNTY agrees to pay EMPLOYEE a lump sum cash payment equal to sixty (60) days aggregate salary, and accumulated vacation, and sick leave; provided, however, that in the event EMPLOYEE is terminated because of any unethical or improper act involving personal gain to him, then, in that event, the COUNTY shall have no obligation to pay the aggregate severance sum designated in this paragraph. Termination of the EMPLOYEE requires a unanimous vote of three (3) Commissioners.

B. In the event the COUNTY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all COUNTY employees, or in the event the COUNTY refuses, following written notice, to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the COUNTY COMMISSION that EMPLOYEE resign, then, in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning in context of the herein severance pay provision.

*22 minutes  
1/24/23*

C. In the event the EMPLOYEE decides to voluntarily resign his position, before the expiration of the aforesaid term of employment, said EMPLOYEE shall give the COUNTY at least forty-five (45) days advance notice in writing of his intention to resign, unless otherwise agreed to by the parties. The EMPLOYEE will not be entitled to the 60 days severance pay under Paragraph 9 in the event of resignation except he shall be paid for all of his unused sick leave and vacation time.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The COUNTY shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the County's policy or any other law.

B. The COUNTY agrees to pay EMPLOYEE'S reasonable dues in the civic organization of EMPLOYEE'S choice provided, however, that nothing beyond membership dues shall be paid. Costs of any meals, special assessments, or any other club assessment, except membership dues, shall be compensated by the COUNTY.

C. Pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, if EMPLOYEE is sued pursuant to said act, defense of the EMPLOYEE shall be provided pursuant to K.S.A. 75-6108, as amended.

D. The text herein shall constitute the entire agreement between the parties. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of the EMPLOYEE.

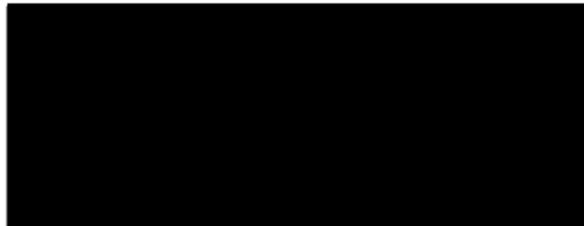
IN WITNESS WHEREOF, The COUNTY, has caused this agreement to be signed and executed on its behalf by its chairman and duly attested to by its County Clerk, and the EMPLOYEE has signed and executed this agreement, both in duplicate, on the date and year first above written.

THE BOURBON COUNTY COMMISSION, KANSAS

By: \_\_\_\_\_

*James Harris*  
James Harris, Chairperson  
(COUNTY-EMPLOYER)

*Ashley Shelton*  
Ashley Shelton, County Clerk





Bourbon County Kansas

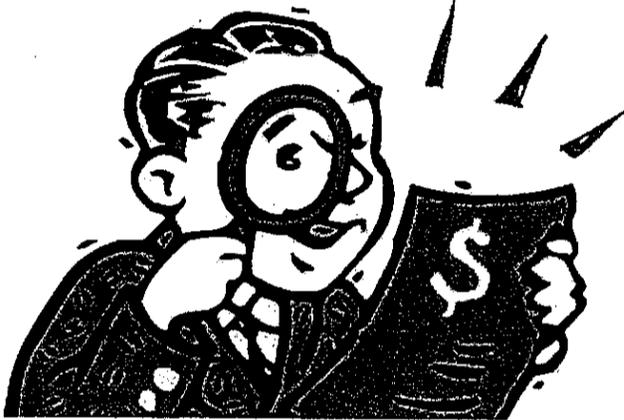
about a week ago

NOTICE OF PUBLIC HEARING

June 24, 2025

To all persons concerned,... See more

5 Comment 9



*Termination of Contracts*

January 24, 2023,

Tuesday, 9:00 a.m.

The Bourbon County Commission met in open session with all Commissioners and the County Clerk present.

Mary Pemberton, Anne Dare, Clint Walker, Teri Hulsey, Charley Ballou, Michael Herrin, Michael Hoyt, Kim LaPorte, Deb McCoy and Jason Silvers were present for some or all the meeting.

Clifton made a motion to approve minutes from last week's meeting. Nelson seconded. All approved.

Clifton made a motion to approve accounts payable for this week. Nelson seconded. All approved.

Jim requested an executive session. Clifton made a motion for executive session KSA 75-4319(b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy for job performance including 3 commissioners and Justin Meeks for 10 minute returning here at 9:11am. Nelson seconded. All approved. Clifton made a motion to return to normal session with action. Jim seconded. All approved. Clifton made a motion to adopt Resolution 06-23 defining employment status of exempt employees reporting to the Bourbon County Commission. Nelson seconded. All approved. Jim asked Justin to explain what this resolution means. Justin asked Jim to give some history on the topic. Jim stated that in the past, and still some current employees, are considered exempt. What that means is they don't

have a contract, they have a base pay that was agreed upon by the commission and the employee. They earn no vacation, but they can take vacation. It doesn't accumulate on days as a regular employee does. I don't want to use the word unlimited because I've never known anybody, we have some in other departments that are that way today. What this does is it changes the no contract for CFO, COO, Public Works Director and County Appraiser by state statute kind of, but also the Emergency Preparedness Director. There is no county employee that has a contract with the county commissioners. Clifton stated that we are just going back to what it was two years ago. Justin stated that this started 20 years ago, I wasn't here, but I think you're predecessor. Commissioner Fisher worked on this at length. To go back and build a vacation structure where you would have to pay for unused vacation time would cost the county close to 2 mils, about \$178,000. So, to attract good people you usually have to have some kind of vacation schedule so you have to pay it out but this Road and Bridge Director, I forgot his name, he got a pretty good chunk of change when he left so the commissioners at that time realized we couldn't afford it. So this has all been a matter of trying to find qualified people, build something that could potentially could be not abused, it hasn't yet, but this unlimited thing has always been a weird thing for me but it's worked and so without the money to have to pay off unused vacation time I think you're left with not a lot of options. This negates any contract the county has with any employee at this point. Those employees could leave with they wanted to. They could try to enforce our contract but it's going to be up to the chairman. He has the authority under this resolution to basically negotiate on behalf of the commission. Nothing can happen without the commission vote. Jim clarified that any action would come back to the full commission.

Eric Bailey stated he has a utility construction permit for Heartland Electric wanting to cross our right-of-way on 135<sup>th</sup> & Range. Clifton made a motion to allow all three commissioners to sign the application from Heartland Electric. Clifton asked are we setting a president. We don't do this on every other one. Jim stated we haven't in the past. Clifton said why would we do this one. I don't want to set a president to do a resolution on every one of these. Topic was tabled until Justin returns. Eric stated they are pouring concrete for the north sidewalk. We've had some weather issues but we will get this done and move forward. Eric continued that they are having a lot of vandalism with road signs, especially out in the Bronson area. Each sign cost anywhere from \$50 - \$75 with labor on top of that. It is tax-payer dollars when we have to go back and redo these. Also, someone decided that they needed a gate to one of our quarries. They cut the chain and the gate is gone. This is the Thomas Quarry down in the southeast part of the county. They also tried to get a gate from one of the farmers in that area but couldn't quite get it. Eric stated they are prepping for the snow tonight. They are predicting 2 - 4 inches and we are prepared to address whatever happens. Jim asked if we had discontinued the brine system. Eric stated we haven't; but it is supposed to rain prior and it just washes it off. Eric stated Purple Wave will be here Thursday to look at our crusher and see about getting that listed. Also, out in our lot we have two truck beds that I would like to put on Purple Wave as well. One is for a white Chevy 2009 ¾ ton; also a red 1998 F-350. Eric asked if the commissioners were ok with selling the beds. The commission agreed. Eric stated that while he is here Thursday we'll get those listed as well. Eric asked if there were other items that he found could he go ahead and put them on. Jim said to go ahead and put them on then when they discuss next week if

3

they don't want them on there they can be removed. Eric stated we got our side-arm mower up and going. We are working on the other one. Just got the parts for the other one and hope to get it going again. We are still waiting for parts on the new ditching machine. We've had some things down but with the first of the year we've been able to buy some parts and get things going. Jim asked Justin if they have to make a motion every time Eric wants to sell something on Purple Wave. Justin stated best practice would be yes since he is liquidating and would protect him. When you get rid of county property there are certain things you have to do so that would be best practice. Clifton asked Justin about the permit to allow Heartland Electric to cross our right-of-way. Justin stated his understanding is that the commission has to approve it. Nelson clarified that we were asking about making a resolution every time. Justin stated that this will be for future commission and others that can find the paperwork and know what happened on this day. Clifton made a motion to approve this application permit for construction for Heartland Rural Electric on 135<sup>th</sup> & Range. Nelson seconded. All approved. Nelson made a motion to allow Eric to put things on Purple Wave regardless of value as long as you come and tell us what items. Clifton seconded. All approved.

Mary Pemberton stated she is here to highlight what I consider to be a major problem in the government of Bourbon County. It's not something new it's been going on for years but in my estimation it accounts for much of the chaos and problems within this entity. The problem is the County Counselor. I don't mean the position; I'm referring to the person. Justin stated if you are going to talk about me and my job we need to go into executive session. I'm an identifiable nonelected personnel. Mary stated you are being paid as a 1099 contractor. Justin interrupted stating I'm nonelected identifiable employee who is 1099. Mary stated if you're 1099 you're not an employee. Clifton stated he is a nonelected identifiable person. Mary stated he is a contract worker and contract workers are not. Mary said she would get the statute and come back. Jim called for a 10 minute break. Clifton stated he just got off the phone with the attorney from KAC. If you would like to talk specifics he recommended you do that with your commissioner and if your commissioner wants to talk about that in executive session we can ask you into executive session. He stated if you were going to talk specifics you do not have the right to talk about. Mary stated a 1099 employee is a contractor. Actually 1099 employee is not a legal term per the IRS or Department of Labor because they are contradictory. A 1099 employee is a contractor rather than a full-time employee. They are referred to as free-lancers. Kansas Attorney General states what is permitted. This is under question/answer on their website what is permitted under the nonelected personnel subject. The public body may only discuss it's own individual employees and applicants for employment. They are not permitted to discuss elected officials, independent contractors, candidates for appointment. Mary asked the commission if they were disputing that he is a 1099 worker. Clifton said no that what I am telling you is we pay lots of money to KAC for advise and I'm telling you he said you cannot discuss a nonelected personnel whether 1099 or not we can not discuss in our commission meetings. Nelson stated he thinks Mary wants to talk about the difference between 1099 and an employee. Justin stated he would be listening very carefully to this discussion. Obviously, I have legal rights that are civil. I'm going to make that very clear. I didn't talk to KAC but Mary Pemberton and I have a long history. There are things that happened with the wind farm. She made comments about me in open session that I could have

done things with civility. I've been doing this 9 years and at some point you get tired and worn out. Mary stated that she believes this contract person is being misidentified as a 1099 contractor rather than a W2 employee. The government has specifically set guidelines to distinguish who is eligible to receive a 1099 and who must receive a W2 as an employee. Just because you have an agreement that this person will be a 1099 employee that doesn't make it so. Mary discussed rules on who is a 1099 vendor. She went over rules and common law rules that allow for 1099 vendor. Mary stated that employee is listed multiple times in the agreement. Justin asked Mary if she was reading from the 2022 contract. She stated yes. Justin stated he is working on a new contract currently. Mary asked if it was signed. Justin stated no. Mary stated the terms of the contract expires 1/10/23. In the event written notice is not given by either part to this contract 45 days prior to the termination date this contract shall be extended on the same terms and conditions as herein provided for an additional period of one year. Said contract shall continue thereafter for one year periods unless 45 days written notice is given prior to expiration. Justin stated if you want to make me an employee of the county it will cost the tax payers more money. Clifton stated a 1099 employee costs the county more money so you are suggesting to make him an employee. Mary stated she is suggesting that you properly classify him as an employee per the IRS rules because you are putting yourself at liability if you're misclassifying employees. Nelson stated he sees Mary's point in it may be perceived as she brings up a possible issue from what she just read technically it's within the 45 days so it would still be active and then she brings up an issue with it and all of a sudden out of thin air it's going to be changed as of right now. Just seems like odd timing to me. Mary said she is satisfied with that portion that's one of the requests that you properly classify him. Jim stated they will spend time with their attorney at KAC and ask that question. Mary stated in the meantime if it is acceptable to everyone I gave this to Nelson and I will give the others one, but there is an additional issue in here that I would like to have discussed and addressed and if we want to do that in executive session. Nelson made a motion to go into executive session KSA 75-4319(b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy including 3 commissioners and Mary Pemberton for 10 minutes returning here at 10:05. Clifton seconded. All approved. Clifton made a motion to resume normal session with no action. Nelson seconded. All approved. Clifton rescinded that motion. Clifton made a motion to resume normal session with action. Nelson seconded. All approved. Clifton made a motion for the other two commissioners to allow me to call KAC and discuss some legal contract issues with their attorneys. Nelson seconded. All approved.

Susan Bancroft – CFO: With the organizational changes, I wanted to introduce Teri again and see who her main point of contact will be when she has concerns. I know we talked about this when we were going through the organizational change and then also she has a couple of EMT openings and wondering if she can fill them because that will reduce overtime. Jim made a motion for Clifton to be the contact person for EMS as he has medical background. Nelson seconded. All approved. Clifton made a motion to remove the hiring freeze. Nelson seconded. All approved. The EMS positions can now be filled. Teri stated that they received a Lucas device. It frees us up if we are doing CPR; it is continuous compressions. We did in-service yesterday and it's in service. Clifton stated he was with a person who had a medical emergency and the EMS, Sheriff Martin and City Fire Department all showed up and was

very professional and did an excellent job. Jim asked Teri going forward do you perceive getting enough employees on the upper end to start taking away some of the overtime or is that built into the system. Teri stated that's Michael. Clifton stated that this is a revenue-producing department and it's not overtime that is necessarily costing the taxpayer dollars. Nelson asked what percentage of ambulance calls are not paid. Teri said she didn't know off the top of her head but could get the information. Michael asked are you using reasonable and customary. Clifton stated he was going to get with Teri and a couple other districts on how they are billing. I don't like how we are doing our billing, but I have, with that, we are doing that. Michael stated you are doing it by default. Most people are saying my insurance company paid why are you billing me. Clifton stated he thinks insurance can be confusing. We are going to look at that and talk to other districts.

Shane Walker - COO: No Comment.

County Counselor Justin Meeks: Clifton made a motion to move his time to after Sheriff Martin. Nelson seconded. All approved.

Sheriff Martin: Mr. Meeks reached out to my attorney on Friday afternoon and had a conversation. So after meeting with my attorney I will submit a letter to be entered into the Clerk's Office and I need it to be filed stamped and returned back to me if possible please.

Clifton asked if someone is represented by an attorney can we talk to that person. Justin stated no. Jim stated that would be Sheriff Martin. Justin stated he is represented by counsel yes. Clifton stated we can't have a conversation with him them. Justin stated unless his attorney is present and waives his attorney-client. Jim stated so he shouldn't be on the agenda again without his attorney present. Sheriff Martin stated this is a civil action. Justin stated I'm glad the sheriff stated it's a civil action that makes our argument even stronger. When someone is represented by an attorney whether it's civil or criminal. Clifton stated regardless of who it is. Justin stated if someone comes in here and represented by counsel the commission shouldn't respond because there is potential litigation. Justin requested an executive session for employer-employee negotiations. Clifton made a motion for executive session KSA 75-4319(b) (3) to discuss matters relating to employer-employee negotiations whether or not in consultation with the representative(s) of the body or agency including 3 commissioner and Justin Meeks for 10 minutes returning here at 10:29am. Nelson seconded. All approved. Clifton made a motion to resume normal session with no action. Nelson seconded. All approved.

Public Comment: Clint Walker asked about the new contract plan. Is there is a succession for these people. Clifton stated there is. Clint stated that in the past when a person was given a raise the commission voted on it. How do we know if contract people get raises. Clifton stated elected officials can give their employees raises. Clint clarified that all the director positions that were created can they give themselves a raise. Clifton stated no. Clint asked when they do get a raise does the commission vote on it. Clifton stated yes. Kim LaPorte stated she is newer to the area. Prior to coming today I tried to use your website to inform myself a little bit and I would say that for someone new to the area. I felt there

was a lot of things missing. When I clicked on my commissioner to send him a message to introduce myself and express concerns. The e-mail took me to his predecessor. I also couldn't find any place where there is a monthly/yearly calendar for commission meetings, couldn't find agenda information and decide if I wanted to come in. Ashley told her she could leave her name and e-mail address with the clerk's office and we'll put you on the agenda recipient list. Kim brought up Yale Rd. She was at a social event recently and there was a lot of talk with some information and misinformation and conflicting information. Nelson stated that most people he has talked to in that area don't want Yale Rd torn up if it won't be repaved. Kim stated her husband had taken notes from the meetings he attended in 2017 & 2018 with the same issues. Since I moved there in 2017 there is more and more traffic and more and more people that are full-time residents. Jim stated that many roads need reclaimed but that is very expensive, but we have miles and miles that sooner or later this commission is going to have to make a decision. Michael Hoyt stated that yesterday Pete Allen had heart surgery but did well. Ray Street was recognized at KU as decorated Vietnam War Veteran.

Commission Comment: Nelson stated he wanted to vent his frustration about all the state mandates. Clifton stated he got some thanks by a few people. Jim reminded everyone of the townhall meeting tomorrow evening at the Empress Center. Housing will be main topic. Jim made a motion to allow all 3 commissioners to attend if they choose. Clifton seconded. All approved. Clifton made a motion to allow 3 commissioners to attend Republic Party meeting on Thursday. Jim stated the meeting has been moved to February 1<sup>st</sup>. Jim seconded. All approved.

At 10:45am, Clifton made a motion to adjourn. Nelson seconded. All approved.

THE BOARD OF COMMISSIONERS

OF BOURBON COUNTY, KANSAS

\_\_\_\_\_, Chairman

\_\_\_\_\_, Commissioner

\_\_\_\_\_, Commissioner

ATTEST:



Ashley Shelton, Bourbon County Clerk

\_\_\_\_\_, Approved Date

**LOCATION**

Bourbon County  
210 S. National Ave.  
Fort Scott, Kansas 66701

**COURTHOUSE HOURS**

Monday - Friday  
8:30AM - 4:30PM

**TELEPHONE**

620-223-3800

Staff eMail



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REDLOGIC COMMUNICATIONS, INC.



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Fw: Payroll 9.5.25

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Mika Milburn-Kee

bob@jvpalaw.com

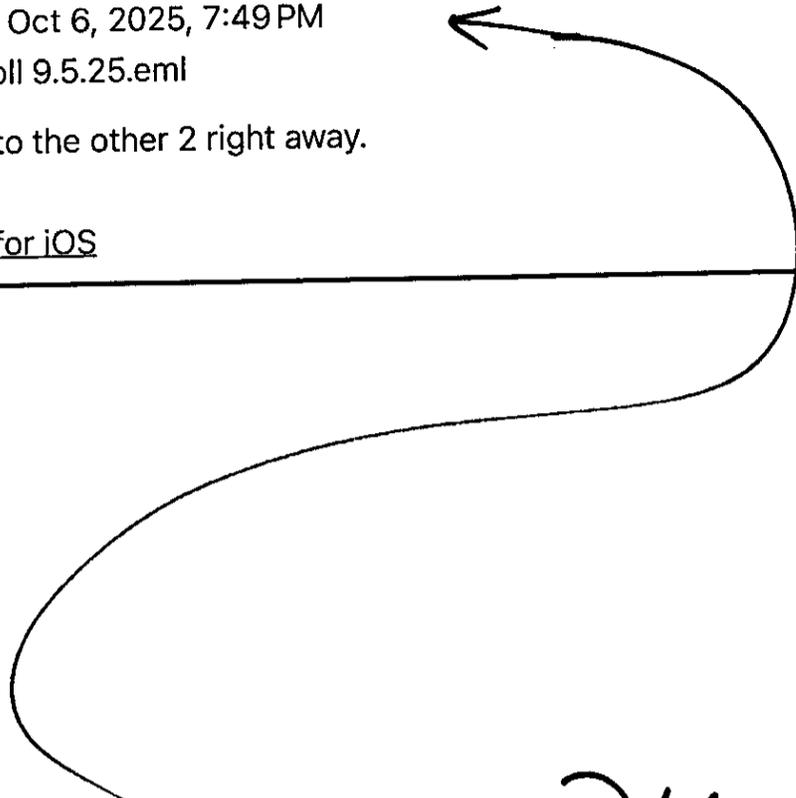
Mon, Oct 6, 2025, 7:49 PM

Payroll 9.5.25.eml

Please send to the other 2 right away.

Get [Outlook for iOS](#)

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Discovered the  
Unauthorized Payment

Sent to  
All Lawyers  
asked for  
Commission to  
be looped in.  
Special meeting held  
next morning.

Handwritten text, possibly a signature or name, appearing in two lines. The text is faint and difficult to decipher.

**CONFIDENTIAL SEPARATION AGREEMENT AND FULL GENERAL RELEASE**

The Confidential Agreement and Full General Release ("Agreement") is made and entered into by and between Bourbon County Government Commission and all affiliated subsidiaries, officers, agents, servants, employees (collectively, "Employer") and Eric Bailey ("Employee"), (collectively "the Parties") on this \_\_\_\_ day of \_\_\_\_\_, 2025, to forever resolve any and all potential issues between Employee and Employer as of the effective date of this Agreement.

Employee was employed by employer as an at-will employee and had no formal effective employment contract with Employer, and any such employment contract being previously and legally terminated. Employee acknowledges and agrees any alleged compensation owed by Employer under any previous employment compensation was paid and accepted by employee.

The Bourbon County Government Commission accepted Employee's resignation, effective \_\_\_\_\_ Bourbon County Government Commission, in lieu of involuntary termination; and

In exchange for this agreement, the Bourbon County Government desires to provide Employee with a transition package to ease his transition from employment with The Bourbon County Government ;

Therefore, in consideration of the mutual promises, agreements, and releases contained in this Agreement, the Parties agree as follows:

A. The Bourbon County Government Commission Agreements:

- . Payment of Wages Owed  
The Bourbon County Government already paid or will pay Employee all earned wages through final day worked, less regular withholding for taxes and other benefits.
  
- . Special Salary Continuation Payments and Insurance  
The Bourbon County Government will pay its cost of Employee's health insurance through required date. Employer will provide a separation support payment.
  
- . Employee's Option to Elect COBRA  
Employee's health insurance benefits will cease as of \_\_\_\_\_, however, Employee may elect COBRA continuation. Employee has or will receive election papers separately from Employer. Employee understands that if he chooses to elect COBRA continuation coverage, he is responsible to timely complete and return the COBRA continuation election form she has received separately from the Bourbon County Government, and that such continuation will be solely at Employee's own expense. Except as otherwise provided in this Agreement, all other benefits stopped upon Employee's resignation.
  
- . Response to Third Party Inquiries  
Employer and Employee mutually agree not to disparage or knowingly induce others to make any statement, whether written or oral, now and at any time in the future that is disparaging, negative, critical, or adverse of the business, reputation, conduct, or competence of one another, or Employer's current or former executives, board members, directors, or representatives. Employee agrees that neither he nor anyone on his behalf shall reveal any of the terms of this Separation Agreement and Release or any of the amounts, numbers, or terms and conditions, or any sums payable pursuant to this Separation Agreement and Release with the following exceptions:

*This Doc  
was required  
for distinction*

- a. The terms may be revealed to Employee's financial and tax advisors, attorneys, and spouse; and
- b. The terms may be revealed in response to a valid subpoena or other valid directive issued by a court or governmental entity.

. Taxes

Employee agrees that Employer and its attorneys have not provided tax or legal advice to him and that Employee will be solely responsible for payment in full of any federal, state, or local income tax, or other tax, if any, which may be assessed with respect to any amount paid pursuant to this Separation Agreement and Release, or any tax penalty assessed against Employer should it later be determined that any portion of the consideration set forth herein is subject to additional tax withholding requirements. Employee agrees to indemnify Employer from and against any and all claims, demands, causes of action, obligations, damages and liabilities, including court costs and attorneys' fees arising in connection with the defense of any such action or proceeding.

B. Employees' Agreements

. Full and General Release of Liability

As consideration for payment of the sum specified herein, Employee hereby releases Employer and its past and present officers, directors, employees, agents, insurers, predecessors, successors, and all affiliated companies from any and all claims and demands of any kind, known or unknown, which Employee may have against the Bourbon County Government or the Bourbon County Government's Affiliates as of the date Employee signs this Agreement, or which Employee may have had at any time before the date of signing. Employee understands that Employee is releasing the Bourbon County Government and all Bourbon County Government employees and agents, to the maximum extent permissible by law, from any liability which Employee believes the Bourbon County Government may have had to Employee, at the time up to and including the date Employee signs this Agreement. This release includes a waiver (a giving up of) any legal rights or claims Employee may have or may have had, including but not limited to claims of discrimination, harassment, or retaliation based on race, color, national origin, sex or gender, religion, age, disability, or any claimed protected activity arising under Title VII of the Civil Rights Act of 1964 (as amended), Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act of 1993, and or any State or local anti-discrimination statute ordinance or law, and all claims arising under any other federal state, or local statute, regulation, or common law of any state, including any and all claims in tort or contract.

Notwithstanding the foregoing, Employer agrees that employee does not waive his right to file a claim for Unemployment Benefits with the State of Kansas and Employer further agrees that upon receipt of any notice of such claim, to consent in writing to the allowance of such claim. Just as Employee is releasing all claims against Employer, Employer is reciprocally releasing all claims against Employee.

. Cooperation

As further consideration for payment of the sum specified herein, Employee agrees to cooperate with Employer or attorneys representing Employer and to reasonably assist in the prosecution or defense of any lawsuit brought by or against Employer which arises directly or indirectly from his former position with Employer.

#### Employee Representations

Employee represents that he has not filed nor caused to be filed any charges, claims, complaints, or actions against Employer before any federal, state, or local administrative agency, court, or other forum. Employee further represents that he has not and will not assign to any third party any charges, claims, complaints or actions of any type against the Employer. Employee further waives any right to any form of recovery or compensation from any legal action filed or threatened to be filed by him or on his behalf. In the event Employee files suit against Employer or seeks to enforce rights under any federal or state act, Employee agrees to defend, indemnify and reimburse Employer for those sums paid to him herein together with all costs and attorneys' fees associated with such action.

#### 4. Return of Property

Employee represents that he will not retain or destroy but has returned to Employer and all property of Employer in his possession or subject to her control including but not limited to keys to Bourbon County Government property, credit cards, phone, computers, company files, together with all written or recorded materials, documents, computer disks, plans, records, notes, or other papers to Employer.

#### 5.

##### No Request of service Letter

Employee agrees that the Bourbon County Government will not be required to provide any service letter, setting forth the nature and character of his service rendered, the tenure of her employment with the Bourbon County Government, and stating the true cause, if any, for the cessation of employment with the Bourbon County Government, and thereby waives any opportunity to request a service letter as referenced above. The Bourbon County Government Commission agrees to reciprocate by agreeing not to do or say anything, including but not limited to communication on the Internet, that (i) criticizes or disparages the employee or (ii) that harms the reputation of the Employee.

#### 6. Non-Contact Agreement

In addition to Employee's non-disparagement and confidentiality agreements except as necessary to effectuate the terms of this Agreement, Employee further agrees not to have any contact with anyone currently or formerly employed by Employer, whoever initiates such contact, about any of the circumstances relating to his employment with Employer, the resignation from employment, or the existence or terms of this Confidential Separation Agreement. Although the Parties expressly agree the Employee is not prohibited by this provision from maintaining social relationships with individuals who are current or former employees of employer in instances where those social relationships pre-dated the resignation.

#### 7. Adequacy of Consideration

Employee acknowledges that the consideration provided by the Bourbon County Government Commission in this Agreement is adequate consideration for Employee's execution of this Agreement, and further acknowledges that the consideration provided by the Bourbon County Government Commission is in excess of anything of value to which Employee may otherwise be entitled under existing policies or practices of the Bourbon County Government Commission.

#### 8. Confidentiality of this Agreement

Employee agrees to keep the existence and contents of this Agreement confidential and not to

disclose the existence, terms, or conditions of the Agreement, except to the extent required by law, to any person other than to the Employee's immediate family members, attorney, or tax preparer. Employee agrees that before any disclosure is made to the Employee's immediate family members, attorney, or tax preparer, Employee will advise the person receiving the disclosure of the confidential nature of this Agreement and will secure the agreement of the person receiving the disclosure to maintain the confidentiality of the Agreement.

C. No Admission of Liability or Wrongdoing

Employee acknowledges that this Agreement shall not in any way be construed as an admission by Employer of any liability on the part of the Bourbon County Government, and that all such liability is expressly denied by the Bourbon County Government. Employer acknowledges this Agreement shall not in any way be construed as an admission by Employee of any wrongdoing on the part of the Employee, and that all such wrongdoing expressly denied by Employee. Employer agrees that it will hold Employee harmless and with prejudice agrees not to take any legal or other action against him for any reason or incident pertaining to his employment with the Bourbon County Government.

D. Voluntary Nature of Agreement

Employee acknowledges that Employee has read this Agreement, understands its terms, and signs the Agreement voluntarily of Employees own free will, without coercion or duress, and with full understanding of the significance and binding effect of the Agreement.

E. Consideration Period, Advice of Counsel, and Revocation Period

Employee received this Agreement on \_\_\_\_\_. Employee has up to 21 calendar days from the date of presentment of this Agreement, within which to consider the Agreement, although Employee may return it sooner if desired to Employer. Employee may revoke the Agreement by delivering a written notice of revocation to Employer within 3 calendar days after Employee signs and returns the Agreement. Unless timely revoked in accordance with the provisions of this paragraph, the Agreement will become effective and enforceable on the 4<sup>th</sup> calendar date following the date the Employee signs the Agreement. Employee has specifically represented that he is aware he has had the right to retain counsel of his own choice, at her expense, regarding entering into this Agreement. Employee is hereby advised to consult with an attorney of Employee's own selection, at Employee's expense, before signing this Agreement.

F. No Liens

Employee represents and warrants that there are no existing or outstanding attorney's liens or other liens which are not extinguished or satisfied by the execution of this Agreement. Employee agrees to indemnify and hold harmless the Employer for any liability in connection with such liens.

G. Governing Law

This Agreement will be interpreted and enforced in accordance with the Laws of the State of Kansas.

H. Severability

Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, then at the Bourbon County Government's option, the remaining parts, terms, and provisions shall continue to be valid, legal, and enforceable, and will be performed and enforced to the fullest extent permitted by law, or the Bourbon County

Government Commission may elect to render the entire agreement null and void, at its option.

I. This Agreement Complete as to Separation

This Agreement contains the entire agreement between Employee and the Bourbon County Government regarding Employee separation from the Bourbon County Government Commission. No change or waiver of any part of the Agreement will be valid unless in writing and signed by both the Employee and the Bourbon County Government.

I, ERIC BAILEY, HAVE FULLY INFORMED MYSELF OF THE CONTENTS AND MEANING OF THIS SEPARATION AGREEMENT AND RELEASE. I HAVE READ AND FULLY UNDERSTAND THE SEPARATION AGREEMENT AND RELEASE. I FURTHER UNDERSTAND THIS IS A COMPLETE AND FINAL RELEASE OF ALL CLAIMS AGAINST EMPLOYER.

IN WITNESS THERE OF, the Parties have executed this Agreement on the day and year designated below.

By: \_\_\_\_\_ date \_\_\_\_\_

AS TO THE TERMS APPLICABLE TO EMPLOYER:

By: \_\_\_\_\_ date \_\_\_\_\_

Outlook

From AP <ap@bourboncountys.ks.org>  
Date Fri 8/29/2025 9:25 AM  
To stevecohen82@gmail.com <stevecohen82@gmail.com>; bob@jypalaw.com <bob@jypalaw.com>  
Cc County Clerk <countyclerk@bourboncountys.ks.org>; David Beerbower <dbeerbower@bourboncountys.ks.org>

1 attachment (115 KB)  
E. Bailey Term.pdf;

Attached is the payout calculations I have received, payroll will be ran next week. I am sending for approval.

Respectfully,

Selena Williams  
Deputy Clerk/Accounts Payable  
210 S. National  
Fort Scott, KS 66701  
Phone: (620)223-3800 Ext. 102  
Cell: (469)383-4156

*How the recording (all court calls are recorded) calls are  
Sick / vacation when payout for  
Commissioners. This function of myself and other  
The Court House spoke to the Clerk and  
But as vacaton The Clerk was  
But was not know to Kevin  
I would assume that  
Dyer)*



### Eric Bailey Contract Payout Calculations

Date of Hire: 10/1/2020

Hourly Rate = \$33.72 Annual Pay \$70,137.60

Comments

	2023	2024	2025	
Sick Leave Hours Accrued	96	96	64	12 Days per Year and No cap per September 26, 2008 Minutes (2025 is through August)
Vacation C/O Accrued	224	224	224	Per contract
Vacation Hours Accrued			120	Earns 20 days each year that must be used by EOY
<b>Total Hours Accrued</b>	<b>320</b>	<b>320</b>	<b>408</b>	

Total Vacation/Sick Due	Hours	Total Due
	1048	\$ 35,338.56
		<u>\$ 35,338.56</u>

HRS: 72 @ 2427.84

ACC = 25 years  
 15 DAY per year  
 = 120 HOURS  
 max Carry over  
 + 104 over  
 \$ 3,506.<sup>88</sup>

(33.72 PH)



Last Day  
 8/28/25

20 minutes  
1/24/23

**CHIEF INFORMATION OFFICER**

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 7 day of June, 2022 by and between BOURBON COUNTY COMMISSIONERS, KANSAS, (hereinafter referred to as "County"), and [REDACTED] hereinafter referred to as "EMPLOYEE"), both whom understand as follows:

WHEREAS, the COUNTY desires to employ the services of **Shane Walker** as the County Chief Information Officer of Bourbon County, Kansas.

WHEREAS, the [REDACTED] having accepted employment as Chief Information Officer for Bourbon County, Kansas and the County Commission desiring to clearly establish conditions of employment and working conditions, it is hereby mutually agreed as follows:

**WITNESSETH:**

1. **DUTIES.** COUNTY hereby engages EMPLOYEE as Chief Information Officer ("CIO") of Bourbon County, Kansas, and EMPLOYEE hereby accepts said employment to perform the functions and duties specified by the Bourbon County Commissioners that are legally permissible and proper duties and functions as the County Commission shall from time-to-time assign. County Commission appoints Shane Walker as Chief Information Officer and may remove him at any time subject to the provisions of this Agreement.
2. **COMPENSATION.** COUNTY agrees to pay EMPLOYEE for his services at an annual base salary rate of \$82,617.60 (\$3,177.57) payable in installments at the same time as other employees of the COUNTY are paid. COUNTY agrees to increase said base salary and/or other benefits of EMPLOYEE in such amounts and to such an extent as the County Commission may determine on the basis of an annual review of said EMPLOYEE made at the same time as similar consideration is given to other employees generally.
3. **DUES.** The COUNTY agrees to budget and pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and/or organizations necessary and desirable for his continued professional participation, growth, advancement, and good of the COUNTY.
4. **PROFESSIONAL DEVELOPMENT.** The COUNTY hereby agrees as follows:
  - A. To budget for and to pay the travel and subsistence expense of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and adequately pursue necessary official and other functions for COUNTY including, but not limited to, the annual conference of the Kansas Association of Counties and for such regional, state, and local governmental groups and committees thereof which EMPLOYEE serves as a member. All expenses shall be itemized on COUNTY expense vouchers and any expenditure for lodging and other expenses shall be accompanied by a detailed receipt.

B. To budget and pay for the travel and subsistence expense of the EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the COUNTY.

5. HEALTH INSURANCE. The COUNTY agrees to pay the cost for a single coverage to the EMPLOYEE.

6. SICK LEAVE. The COUNTY agrees to provide the same sick leave as all other hourly employees as provided in the handbook. There will not be a waiting period for the use of sick leave. Accrual will begin day one of employment and may be used as it is accrued.

7. VACTION AND OTHER BENEFITS. The COUNTY agrees to provide twenty-eight (28) days of paid vacation each year effective with the date of employment and can be carried over each year. EMPLOYEE will also earn (20) days of paid vacation at the beginning of each year that must be used by December of the same year.

8. TERM. The term of this agreement for compensation is for one (1) year but EMPLOYEE agrees to remain in the exclusive employ of the COUNTY from May 1, 2022, until December 1, 2025. The EMPLOYEE shall neither accept nor become employed by any other employer until said termination date. The EMPLOYEE shall not devote any time to teaching, consulting, or other non-county connected business without the express prior approval of the County Commission.

In the event written notice is not given by either party to this contract to the other forty-five (45) days prior to the termination date as hereinabove provided, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said contract shall continue thereafter for (1) year periods unless forty-five (45) days written notice is given prior to the time of expiration.

9. TERMINATION AND SEVERANCE PAY.

A. In the event EMPLOYEE is terminated by the COUNTY COMMISSION before the expiration of this agreement, the COUNTY agrees to pay EMPLOYEE a lump sum cash payment equal to sixty (60) days aggregate salary, and accumulated vacation, and sick leave; provided, however, that in the event EMPLOYEE is terminated because of any unethical or improper act involving personal gain to him, then, in that event, the COUNTY shall have no obligation to pay the aggregate severance sum designated in this paragraph. Termination of the EMPLOYEE requires a unanimous vote of three (3) Commissioners.

B. In the event the COUNTY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all COUNTY employees, or in the event the COUNTY refuses, following written notice, to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the COUNTY COMMISSION that EMPLOYEE resign, then, in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning in context of the herein severance pay provision.

*Terminated  
1/24/23*

C. In the event the EMPLOYEE decides to voluntarily resign his position, before the expiration of the aforesaid term of employment, said EMPLOYEE shall give the COUNTY at least forty-five (45) days advance notice in writing of his intention to resign, unless otherwise agreed to by the parties. The EMPLOYEE will not be entitled to the 60 days severance pay under Paragraph 9 in the event of resignation except he shall be paid for all of his unused sick leave and vacation time.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The COUNTY shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the County's policy or any other law.

B. The COUNTY agrees to pay EMPLOYEE'S reasonable dues in the civic organization of EMPLOYEE'S choice provided, however, that nothing beyond membership dues shall be paid. Costs of any meals, special assessments, or any other club assessment, except membership dues, shall be compensated by the COUNTY.

C. Pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, if EMPLOYEE is sued pursuant to said act, defense of the EMPLOYEE shall be provided pursuant to K.S.A. 75-6108, as amended.

D. The text herein shall constitute the entire agreement between the parties. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

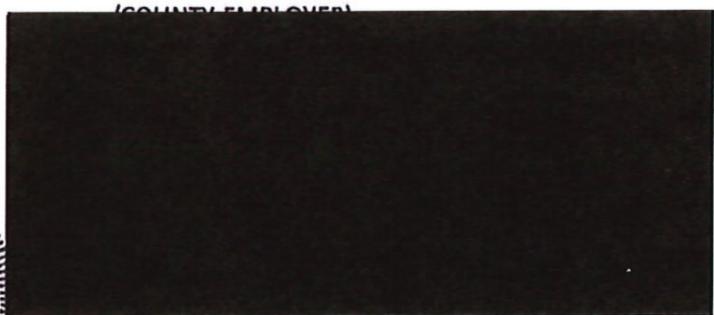
E. This agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of the EMPLOYEE.

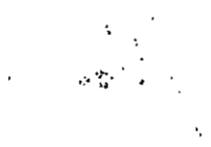
IN WITNESS WHEREOF, The COUNTY, has caused this agreement to be signed and executed on its behalf by its chairman and duly attested to by its County Clerk, and the EMPLOYEE has signed and executed this agreement, both in duplicate, on the date and year first above written.

THE BOURBON COUNTY COMMISSION, KANSAS

By: *James Harris*  
James Harris, Chairperson  
(COUNTY EMPLOYEE)

*Ashley Shelton*  
Ashley Shelton, County Clerk





**Fwd: Shane Payout**

Steve Cohen

Mika Milburn-Kee

Mon, Jul 14, 2025, 10:15 AM

*██████████ is Clerk's Husband.*

----- Forwarded message -----

From: County Clerk <countyclerk@bourboncountyks.org>

Date: Mon, Jul 14, 2025 at 8:40 AM

Subject: Shane Payout

To: [steve@oncallhrgroup.com](mailto:steve@oncallhrgroup.com) <[steve@oncallhrgroup.com](mailto:steve@oncallhrgroup.com)>

Here is the calculations for Shane's payout. Can you please confirm that this is good to payout. Thank you!

**██████████ Contract Payout Calculations**

Date of Hire: 12/1/2005

Hourly Rate = \$42.60425 Annual Pay \$88,616.84

	2023	2024	2025	Comments
Sick Leave Hours Accrued	160	160	93.333	20 Days per Year and No cap per September 26, 2008 Minutes (2025 is through July)
Vacation C/O Accrued	224	224	224	Per contract
Vacation Hours Accrued			160	Earns 20 days each year that must be used by EOY
Hours Used FMLA	-33			Total Hours from June 26-July 15 used (Let Go on July 9th)
<b>Total Hours Accrued</b>	<b>351</b>	<b>384</b>	<b>477.333</b>	

	Hours	Total Due
Total Vacation/Sick Due	1212.333	\$51,650.54
60 Days Severance	480	\$20,450.04
		<u>\$72,100.58</u>

*Clerk  
Attempts to  
New to convince  
Employees that  
Contracts are still  
Valid when there  
is clear proof  
They are not*

Steve Cohen Ed.D

Principal

HR Solutions On-Call

210 SW Market St. #101

Lee's Summit, MO 64063

816.600.4215 (office)

913.927.0229 (cell)

**Contract Payout Walker**

---

**County Clerk**

David Beerbower

, Mika Milburn-Kee

, Sam Tran

steve@oncallhrgroup.com

Mon, Jul 14, 2025, 3:10 PM

Per Dr. Cohen's Request

**Contract Payout Calculations**

Date of Hire: 12/1/2005

Hourly Rate = \$42.60425 Annual Pay \$88,616.84

	2023	2024	2025	Comments
Sick Leave Hours Accrued	96	96	56	20 Days per Year and No cap per September 26, 2008 Minutes (2025 is through July)
Vacation C/O Accrued	224	224	224	Per contract
Vacation Hours Accrued			160	Earns 20 days each year that must be used by EOY
Hours Used FMLA	-33			Total Hours from June 26-July 15 used (Let Go on July 9th)
<b>Total Hours Accrued</b>	<b>287</b>	<b>320</b>	<b>440</b>	

	Hours	Total Due
Total Vacation/Sick Due	1047	\$44,606.65
60 Days Severance	480	\$20,450.04
		<u>\$65,056.69</u>

St. E. Walker

Bourbon County Clerk  
210 S National Avenue  
Fort Scott, KS 66701

620.223.3800 X 191  
620.644.7927 Direct Line

---

# Employee Hourly Breakdown

Bourbon County

From 7/25/2025 To: 7/25/2025

Dept:

Cost Center:

Emp:

Emp ID	Name	Hours	Amt	Check Dept	Default Department Desc
<b>Cost Center and Description</b>					
BANSU01	WALKER, SUSAN E			02	CLERKS OFFICE
	ALG - LONGEVITY	0.000	\$1.25		
	PSA - REG. SALARY PAY	1.000	\$2,307.69		
	<i>Total Hours / Amt By Cost Center:</i>	1.000	\$2,308.94		
<b>062-00 ELECTION</b>					
	PSA - REG. SALARY PAY	0.000	\$384.62		
	<i>Total Hours / Amt By Cost Center:</i>	0.000	\$384.62		
	<i>Total Hours / Amt By Emp:</i>	1.000	\$3,078.18		
	<b>001-15 IT / GIS</b>			15	1/1 GIS
	ALG - LONGEVITY	0.000	\$8.75		
	PSA - REG. SALARY PAY	80.000	\$1,242.63		
	PSA1 - SALARY OTHER PAY	1.000	\$461.54		
	<i>Total Hours / Amt By Cost Center:</i>	81.000	\$1,712.92		
	<i>Total Hours / Amt By Emp:</i>	81.000	\$1,712.92		
	<b>375-24 AMBULANCE</b>			24	AMBULANCE
	PHR - REG. HOURLY PAY	80.000	\$1,200.00		
	POT - OVERTIME PAY HOURLY	58.500	\$1,316.25		
	<i>Total Hours / Amt By Cost Center:</i>	138.500	\$2,516.25		

7/25/2025 11:05:59 AM

Report ID: PRHS20 Operator: Salvarado

7/28/25

Included  
in  
Reunion  
Exec  
Clerk  
Dr. Cohen

Exec  
Session  
of Commissioners  
Barbours  
The County will be Reopened  
Office of Walker Salary

Between 9:00 - 9:19 AM  
Receding possibly  
to Clerk Office  
From  
Should Have a  
5 min phone call

John  
Mike

C

C

C

Exec Session 7/28/25

Conversation w/ [REDACTED]

Commissioner Melburn:

What was Employee [REDACTED] who no longer works for Boulder County paid for.

[REDACTED]  
1 week pay

Commissioner:

What pay period

[REDACTED]  
10-19<sup>th</sup>

Commissioner

Who authorized the week termination  
Date was 9<sup>th</sup> that is 3 days on  
a M-F Sch

[REDACTED] You need to talk to Susan / Answer to  
her. "Susan is over me"

Commissioner:

I am asking who gave the authorization?

[REDACTED]  
Lawyer.

Mike Melburn/Keel talked w/ Bob he did  
not authorize

July 28, 2025

Monday, 5:30 p.m.

The Board of Bourbon County Commissioners met in open session with Commissioners Beerbower, Tran, Milburn and County Clerk, Susan Walker present.

Jason Silvers, Anne Dare, Clint and Rachel Walker, Charles Gentry, Jean Tucker, Joseph Smith, Trey Sharp, Bill Martin, Pete Owenby, Kevin Davidson, Tim Emmerson, Luke Demko, Jennifer Hawkins, Justin with Craw-Kan, and KWORCC's representatives were present for some or all the meeting.

David opened the meeting with the flag salute and led the prayer.

Sam asked to add another executive session to the agenda for KSA 75-4319(b)(1), remove Commissioner Liaison from the agenda and move it to next week. He also asked to move Public Comments up on the agenda. David moved to approve the agenda as corrected. Mika seconded and all approved.

David moved to approve the consent agenda including 7-25-25 accounts payable totaling \$222,836.95, and 7-25-25 payroll totaling \$300,076.35. Sam asked about an item on payroll that was over paid. Susan asked if they could go into executive session to discuss the issue. Mika suggested setting payroll aside and approving accounts payable. David then moved to approve the accounts payable for 7-25-25 totaling \$222,836.95, and table payroll totaling \$300,076.35 pending executive session. Mika seconded and all approved.

Bradon Mann and Monte Parrish with KWORCC's discussed implementing a safety program at Public Works. Sam expressed his concerns regarding safety procedures and what he would like to have happen. Bradon and Monte discussed options and services with the Commissioners. A walk through was scheduled for Wednesday August 6<sup>th</sup> at 9:00AM.

David said "Moving on to the next item will be executive session pursuant to KSA 75-4319(b)(12) to discuss matters relating to security measures if the discussion of such matters and in opening would jeopardize such security measures." The session will be for 30-minutes and include the three Commissioners, Justin Schafer, and Sheriff Martin. They will return at 6:36PM. Mika seconded and all approved.

David moved to return to regular session with no action at 6:37PM. Sam seconded and all approved.

David moved to go into executive session pursuant to KSA 75-4319(b)(1) to discuss personnel matters of individual non-elected personnel to protect their privacy. Mika said the three commissioners would be included for job performance for 15-minutes to return at 6:55PM.

David moved to return to regular session with no action. Sam seconded and all approved.

David said "we will enter into executive session pursuant to KSA 75-4319(b)(1) to discuss personnel matters of individual non-elected personnel to protect their privacy. This will include the three Commissioners, the Clerk, and Dr. Cohen with HR on the phone and it will be for 5-minutes." Susan asked to invite Jennifer in, and David approved. David stated they would return at 7:02PM Mika seconded and all approved.

David moved to return to regular session with action to move forward with the payroll corrections. Sam seconded and all approved.

David moved to approve the 7-25-25 payroll totaling \$300,076.35 with corrections. Sam seconded and all approved.

During public comments, Charles Gentry spoke about the emergency room sales tax monitoring committee and authorizing the release of Freeman expense reports to their committee. The committee is composed of Dr. Nichols, Craig Campbell, and Charles Gentry. Charles stated that the Commission needs to, by resolution, authorize the release of the expenditure reports to the committee. Susan spoke about the most recent report having more information than we need and expressed concern with some of the information getting disclosed publicly. The Freeman Administrator is working with their legal team on adjusting the information on the reports.

Jennifer Hawkins gave a tax sale update. The board has agreed to go with Klenda Austerman, an attorney group out of the Wichita area to perform the tax sales. Jennifer wanted to let the public know that if they have any unpaid taxes from 2020, they need to be paid immediately; otherwise their name will not be removed from the list when it is produced unless paying everything plus court costs. Jennifer also stated that for 2024 taxes, if you do not pay by this Thursday, July 31<sup>st</sup>, your name will be published in the paper and will incur a publication cost on that as well.

David gave an update on the hospital equipment auction. He has visited with govdeals.com and they are going to be meeting on Wednesday to go through the process and next steps.

Mika moved to approve the memorandum presented by David and worked on with Dr. Cohen for hiring and termination of employment to go in our handbook. David seconded and all approved.

Susan spoke with KCAMP who is our liability carrier about fence viewing and their recommendation is to follow the law. The statute says the County Commission shall be the fence viewers or they can designate people if they choose. Mika said they will follow the law.

Sam discussed the 5-Year Solid Waste Plan. He said the five new members are going to be the three commissioners, Mr. Joe Smith, environmental engineer, has volunteered to step up to be the fourth. Sam's recommendation is, because right now the director of public works is the fifth person, tabling this until 45 days. Susan stated that this is past due, and the State is getting ready to send a letter of delinquency. The topic was tabled until next week's meeting.

Mika asked that the county counselor draft a letter to withdraw from the Juvenile Detention Contract. Susan added that there is a statute that says you can cancel a contract due to financial hardship. After discussion, it was decided to table the topic to next year before July 1<sup>st</sup>.

The Commissioners reviewed the Resolution for the Planning Commission creation and tabled the topic until August 4<sup>th</sup>.

Sam discussed courthouse repairs. He provided a report of his findings when he toured the building with the Maintenance Director, David Neville.

The Commissioners discussed amending Resolution 10-25 regarding meeting rules of order. After discussion they determined to place Public Comments for items not on the agenda in front of Old Business.

Mika discussed the offices at 108 W 2<sup>nd</sup> building moving to the courthouse and possibly selling the building. Mika will get more information before moving on.

Mika discussed a letter of support for Casey Brown and SEK Community Action Program. The item was tabled until August 11<sup>th</sup>.

Mika asked the public to feel free to call her with questions about the changes they are implementing during commissioner comments. Sam said it had been a busy week and his plate was full but that it was a rewarding week. David had no comments.

David moved to adjourn the meeting at 8:26. Sam seconded and all approved.

THE BOARD OF COMMISSIONERS  
OF BOURBON COUNTY, KANSAS

\_\_\_\_\_, Chairman

\_\_\_\_\_, Commissioner

\_\_\_\_\_, Commissioner

ATTEST:

\_\_\_\_\_  
Susan E. Walker, Bourbon County Clerk  
\_\_\_\_\_  
Approved Date

TREASURER - XXXXXX3049 ▾

Search Transactions

Activity: All transactions Type: All Amount: \$1,148.81

Transactions

Pending  Posted

Totals are not supported for your search criteria.

Date ▾	Description ▾	Debit ▾	Credit ▾	Balance
Jul 29, 2015	CREDIT		1,148.81	

*Landmark Bank  
Payroll Credit  
From*



RE: Payroll S. Walker

*Corrected after Refund*

AP



David Beerbower  
County Clerk

, bob@jvpalaw.com  
, Mika Milburn-Kee

, Sam Tran

Thu, Jul 31, 2025, 11:52 AM

rPayrollRegEarn 7.31.25.pdf

Attached is the revised payroll for Will you please approve so I can finish the payroll process, thank you.

Respectfully,

Selena Williams  
Deputy Clerk/Accounts Payable  
210 S. National  
Fort Scott, KS 66701  
Phone: (620)223-3800 Ext. 102  
Cell: (469)383-4156



Bob Johnson

AP

County Clerk

, David Beerbower

, Mika Milburn-Kee

, Sam Tran

Thu, Jul 31, 2025, 1:59 PM

My approval is contingent upon the bocc's approval. If or once they approve, then I will approve as well.

Thanks,  
bob

2 Emails



**Payroll Register - Earnings**      7/31/2025      To      7/31/2025      Bourbon County

EMP #	EmployeeName	Rate	Hours	Amount	MTD	YTD
	REG. HOURLY PAY	42.600	24.00	\$1,022.40	\$1,022.40	\$1,022.40
					<b>REG. HOURLY PAY</b>	<b>\$1,022.40</b>
						<b>\$1,022.40</b>

Bob Johnson  
Mika Milburn-Kee  
Mon, Jul 28, 2026, 10:36 AM

'Samuel Tran'

, David Beerbower

See below, form [redacted] Fyi, I have no authority to authorize the expenditure of monies, only commissioners do. I should only be given the approval of expenditure after approved by the bocc. That is pretty clear in the law. See below, sent to me which I am told included an incorrect amount to [redacted] IF its not approved by bocc, my approval really has no effect. Sorry for any confusion, I will not approve anymore vouchers or payroll, unless the same has been approved by the bocc.

bob

2 Emails

[redacted] told  
Commissioner Milburn  
Lawyer approved the payroll to  
Shane. Comm milburn asked Bob  
The Lawyer about this. This is  
Bobs Response.

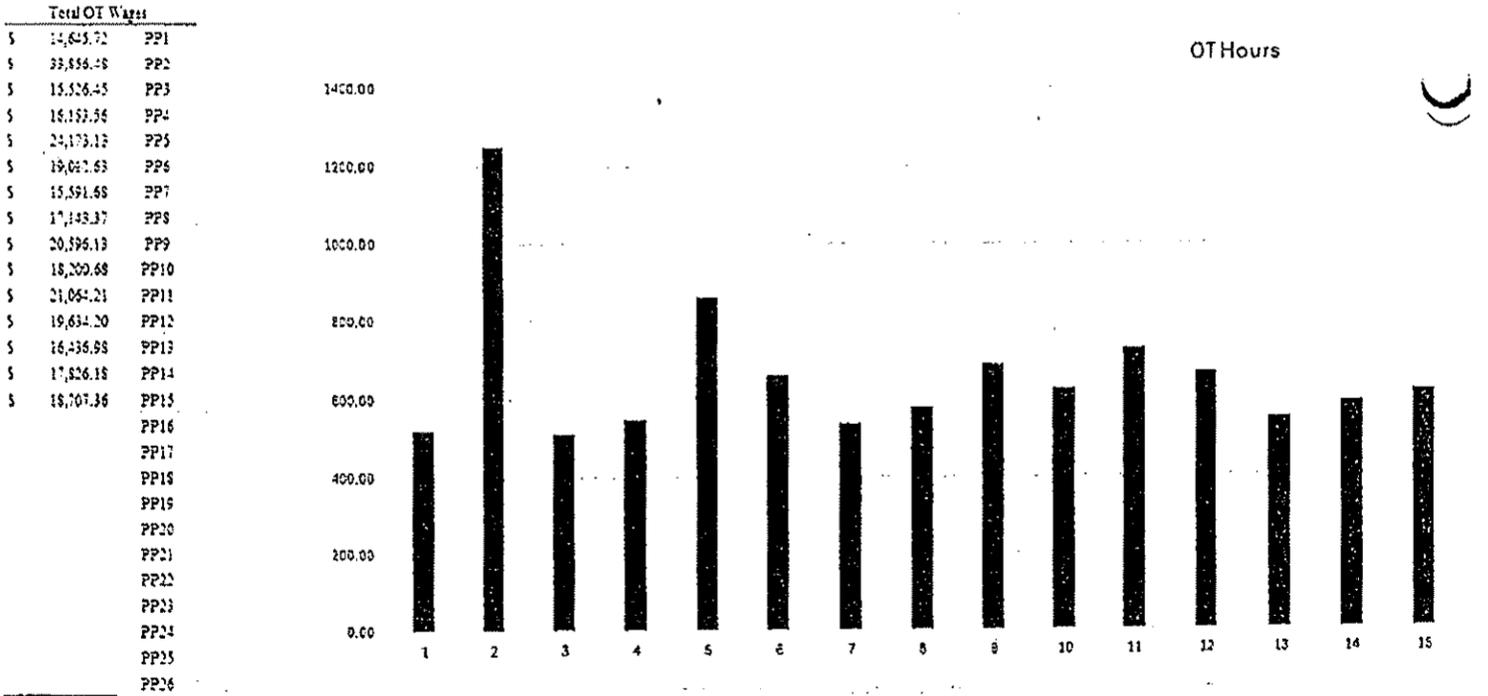
W: Payroll 7.25.25

AP  
 David Beerbower , bob@jvpalaw.com  
 County Clerk  
 Tue, Jul 22, 2025, 11:09 AM  
 rCICEarnedHoursByType.pdf  
 rWagesByDept.pdf

Payroll is ready to be approved.

OT by Department by Pay Period

Departments	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Appraiser		1.25	1.00			0.50	0.25				0.75						
IT																	
Treasurer		0.25				0.50				3.92							
Bailiff		0.38															
ROD											0.25						
R&B Nox Weed	33.25	443.50		0.50	165.00	2.00	2.00									3.25	
Clerk	2.33	1.18			5.00	10.59	6.00	26.00	19.92		0.25		1.87				
Custodial	12.50	5.25	9.25	11.25	10.50	10.50	10.50	5.50			11.25	3.50	5.00	0.25	2.5		
Attorney	29.25	13.25	14.00	12.75	1.60	1.50	4.50	2.50	0.50	0.25	4.00	0.50	2.25				
Corrections	77.80	165.31	53.94	48.44	54.95	34.33	19.65	12.00	41.31	45.75	50.71	40.47	50.77	22.35	50.04		
Sheriff	77.00	226.75	54.67	169.67	194.25	173.25	154.17	153.65	196.92	86.67	162.75	89.75	77.25	129.33	139.8		
Commission														4.98			
Ambulance	333.67	370.50	382.75	369.00	419.65	430.74	347.60	374.53	423.50	489.17	503.35	526.08	415.58	431.00	420.5		
Pay Period Totals	521.82	1253.97	512.04	550.86	862.86	663.41	541.07	381.18	489.65	626.01	729.46	665.80	550.97	590.16	616.09	0.00	0.00



Respectfully,  
 Jelena Williams  
 Deputy Clerk/Accounts Payable  
 210 S. National  
 Fort Scott, KS 66701  
 Phone: (620)223-3800 Ext. 102  
 Cell: (469)383-4156

Wages by Department

Bourbon County

From Date: 7/25/2025

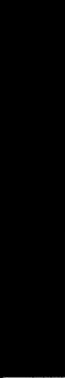
To Date: 7/25/2025

Dept: ALL

Employee: ALL

Department: 15 - I T

Employee:



Code	Description	Wages
ALG	LONGEVITY	\$8.75
PSA	REG. SALARY PAY	\$1,242.63
PSA1	SALARY OTHER PAY	\$461.54
		<b>\$1,712.92</b>

Department 15 - I T Total: **\$1,712.92**

*Overpayment*



Steve Cohen

steve@oncallhrgroup.com



To: You mmilburn@bourboncountyks.org

Thursday, October 16, 2:43 PM



Mika, I did not authorize, verbally or in writing, the Clerk's office to pay [REDACTED] any amount of money. My practice, starting about a month ago when it was falsely stated that I authorized financial expenditures for door replacements in the Courthouse, is to communicate with the Clerk's office only through email so there is a record kept. My email was crystal clear that no payment should be made until we got [REDACTED] signature on the formal agreement. I told the Clerk's office that I would notify [REDACTED] when the document was executed and enforceable so the exact payment could be made. No phone authorization or written authorization was ever provided. I was shocked to learn that the Clerk's office made the payment without authorization.  
Steve Cohen

← ✓ Reply



Mail



Calendar



Apps

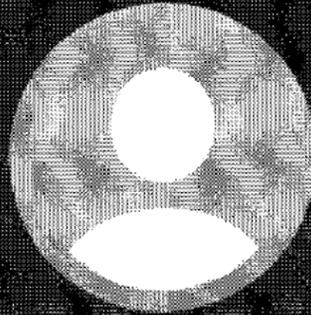
AP  
steve@ncallgroup.com  
County Clerk  
Thu, Oct 16, 2025, 1:12 PM

, bob@jvpalaw.com, David Beerbower

On 10/16/25 was when I received the phone call to approve [redacted] pay.

1:01

5G



KANSAS CITY, KS

+1 (913) 927-0229



message



call



video



pay

September 4, 2025

11:07 AM Incoming Call

3 minutes

Share Contact

Create New Contact

Add to Existing Contact

Add to Emergency Contacts

Respectfully,

Selena Williams  
Deputy Clerk/Accounts Payable  
210 S. National  
Fort Scott, KS 66701  
Phone: (620)223-3800 Ext. 102  
Cell: (469)383-4156

---

AP

---

From: Steve Cohen <stevecohen82@gmail.com>  
Sent: Wednesday, September 3, 2025 8:02 AM  
To: AP  
Subject: Re: [REDACTED]

[REDACTED] he has accepted the offer. As soon as he signs the agreement document I can let you know to cut the check. Thank you. Hope you had a nice holiday weekend. Steve

On Tue, Sep 2, 2025 at 9:45 AM AP <ap@bourboncountyks.org> wrote:

Do we have a time frame on when we will know if [REDACTED] is accepting the offer? As well as when will I receive the documents supporting, to complete payroll.

Respectfully,

*Selena Williams*

Deputy Clerk/Accounts Payable

210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156

From: Steve Cohen <stevecohen82@gmail.com>  
Sent: Monday, September 1, 2025 11:38 AM  
To: AP <ap@bourboncountyks.org>  
Cc: bob@jvpalaw.com; County Clerk <countyclerk@bourboncountyks.org>; David Beerbower <dbeerbower@bourboncountyks.org>  
Subject: Re: [REDACTED]

Thank you. The Commission has elected to disregard this and opted instead for making a payment outside the accruals. I will let you know if he accepts the Commission's offer and what the number is. Hope you had a good weekend. steve

On Fri, Aug 29, 2025 at 9:25 AM AP <ap@bourboncountyks.org> wrote:

Attached is the payout calculations I have received, payroll will be ran next week. I am sending for approval.

Respectfully,

*Selena Williams*

Deputy Clerk/Accounts Payable

210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156

--

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

210 SW Market St #101

Lee's Summit, MO 64063

913.927.0229 (cell)

--

**Steve Cohen Ed.D**

*Principal*

 **R Solutions On-Call**

210 SW Market St #101

Lee's Summit, MO 64063

913.927.0229 (cell)

RE: [REDACTED]

Steve Cohen



bob@jvpalaw.com , Mika Milburn-Kee

, Sam Tran

, David Beerbower

Wed, Sep 3, 2025, 7:54 AM

We have an agreement. Bob, can you get the atty started on the document. thanks steve

Bob Johnson

'Steve Cohen'

Sam Tran

Wed, Sep 3, 2025, 7:59 AM

, Mika Milburn-Kee

, David Beerbower

Sure, thanks,

bob

2 Emails



*From Dr Cohen  
Letting us know  
agreed to separation  
I prepare the Doc. [REDACTED] has  
agreement and*



FW: CONFIDENTIAL SEPARATION AGREEMENT AND FULL GENERAL RELEASE  
bailey

---

 Steve Cohen (via Google Docs)

Mika Milburn-Kee  
bob@jvpallaw.com

Fri, Sep 5, 2025, 1:25 PM

CONFIDENTIAL SEPARATION AGREEMENT AND FULL GENERAL RELEASE [REDACTED].odt

drive-shares-noreply@google.com appears similar to someone who previously sent you email, but may not be that person. [Learn why this could be a risk](#)

## Steve Cohen attached a document



Steve Cohen (steve@oncallhrgroup.com) has attached the following document:



Attached please find a first draft of an agreement . Feel free to edit as needed. Steve

 CONFIDENTIAL SEPARATION AGREEMENT AND FULL GENERAL RELEASE [REDACTED]

Does this item look suspicious? [Report](#)

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA  
You have received this email because steve@oncallhrgroup.com shared a document with you from Google Docs.

Google Workspace

---

Jacob D. Bielenberg  
Mika Milburn-Kee

Thu, Sep 18, 2025, 10:27 AM

(JDB RVW) CONFIDENTIAL SEPARATION AGREEMENT AND FULL GENERAL RELEASE [REDACTED]  
(002).odt

FYI

**Jacob D. Bielenberg***Partner*

Fisher, Patterson, Saylor &amp; Smith, L.L.P.

9393 West 110th Street, Suite 300

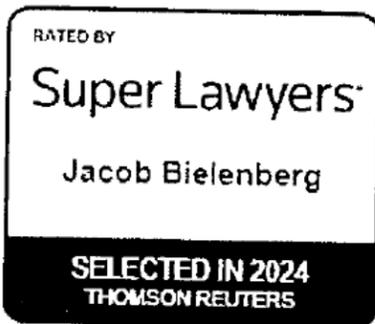
Building 51, Corporate Woods

Overland Park, Kansas 66210

jbielenberg@fpsslaw.com

Tel 913.339.6757 / EXT 210

Dir 913.386.7720



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Bob Johnson

'Samuel Tran'

, David Beerbower

, Mika Milburn-Kee

Mon, Sep 29, 2025, 11:30 AM

 (JDB RVW) CONFIDENTIAL SEPARATION AGREEMENT AND FULL GENERAL RELEASE  
(002).odt

Here is the draft, which I believe is about ready. Take a look.

bob

3 emails

➔ Email Thread about  
Seperation Agreement.

Look @ The Dates  
Paid on 9/5  
Agreement not complete until  
9/29

Does not make  
sense if we approve  
on 9/5  
WE DID NOT!!



*[Faint, illegible handwritten text, possibly bleed-through from the reverse side of the page.]*

# Re: Improving Payroll Processing

AP

stevecohen82@gmail.com , steve@oncallhrgroup.com

County Clerk

, David Beerbower

, Mika Milburn-Kee

Tran

, bob@jvpalaw.com

Wed, Jul 30, 2025, 8:43 AM

*Seems to be a  
To avoid  
of overpayments  
Accountability  
Email*

, Sam

Good morning,

I'm writing in regard to a recent payroll issue that occurred with the 7/25/25 payroll cycle. Unfortunately, due to not receiving termination paperwork in a timely manner, I now have to void a paycheck that was already processed. This creates complications not only with payroll, but also with benefits payments, KPERS, and state and federal reporting.

To help avoid these issues moving forward and ensure a smoother process, I would like to request that all termination paperwork and benefit coverage updates be submitted no later than the week prior to payroll processing.

For context, my current payroll schedule is as follows:

- The week before payroll, I finalize any terminations, benefit adjustments, and calculate any owed leave etc.
- On Monday of payroll week, I begin reviewing timesheets and preparing the payroll batch.
- Payroll is completed and submitted to the commissioners by Wednesday of payroll week for approval.

Would it be helpful if I sent over a payroll calendar outlining all payroll deadlines for the rest of the year? That way, we can ensure everyone is aware of the timelines and expectations.

My goal is to make this process as efficient and accurate as possible. Voiding paychecks and correcting records after the fact not only disrupts the system but adds unnecessary strain on an already busy workload.

Please let me know how we can work together to improve this process. I appreciate your time and support.

Thank you and have a great day!

Respectfully,

Selena Williams  
Deputy Clerk/Accounts Payable  
210 S. National  
Fort Scott, KS 66701  
Phone: (620)223-3800 Ext. 102  
Cell: (469)383-4156

---

Steve Cohen  
AP  
County Clerk

, David Beerbower

, Mika Milburn-Kee

, Sam

Tran

, bob@jvpalaw.com

Thu, Jul 31, 2025, 3:16 PM

Yes, please do. steve

---

2 Emails



**Wages by Department**

**Bourbon County**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 02 - COUNTY CLERK

Employee: [REDACTED]

Code	Description	Wages
PHR	REG. HOURLY PAY	\$1,400.80
POT	OVERTIME PAY HOURLY	\$98.49
		<b>\$1,499.29</b>

Employee: BANSU01 - WALKER, SUSAN E

ALG	LONGEVITY	\$1.25
PSA	REG. SALARY PAY	\$3,076.93
		<b>\$3,078.18</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$1.25
LSK8	PAID SICK LEAVE - 8 HOUR	\$160.00
PHR	REG. HOURLY PAY	\$1,421.60
		<b>\$1,582.85</b>

Department 02 - COUNTY CLERK Total:

**\$6,160.32**

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 03 - COUNTY TREASURER

Code Description Wages

Employee: [REDACTED]

ALG	LONGEVITY	\$1.25
LSK8	PAID SICK LEAVE - 8 HOUR	\$120.00
LVA8	PAID VACATION - 8 HOUR	\$240.00
PHR	REG. HOURLY PAY	\$840.00
		<b>\$1,201.25</b>

Employee: [REDACTED]

PSA	REG. SALARY PAY	\$2,692.31
		<b>\$2,692.31</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$1.25
LVA8	PAID VACATION - 8 HOUR	\$240.00
PHR	REG. HOURLY PAY	\$960.00
		<b>\$1,201.25</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$2.50
PHR	REG. HOURLY PAY	\$1,248.00
POT	OVERTIME PAY HOURLY	\$23.40
		<b>\$1,273.90</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$6.25
LSK8	PAID SICK LEAVE - 8 HOUR	\$132.80
PHR	REG. HOURLY PAY	\$1,195.20
POT	OVERTIME PAY HOURLY	\$24.90
		<b>\$1,359.15</b>

Department 03 - COUNTY TREASURER Total: **\$7,727.86**

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 04 - COUNTY ATTORNEY

Employee: CRUJAM - CRUX, JAMES

Employee:	Code	Description	Wages
[REDACTED]	PSA	REG. SALARY PAY	\$4,230.77
			<b>\$4,230.77</b>
Employee:	PHR	REG. HOURLY PAY	\$732.58
			<b>\$732.58</b>
Employee:	ALG	LONGEVITY	\$7.50
	PHR	REG. HOURLY PAY	\$1,648.00
	POT	OVERTIME PAY HOURLY	\$339.90
			<b>\$1,995.40</b>
Employee:	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,400.80
	POT	OVERTIME PAY HOURLY	\$164.16
			<b>\$1,566.21</b>
Employee:	PSA	REG. SALARY PAY	\$3,269.23
			<b>\$3,269.23</b>
Employee:	ALG	LONGEVITY	\$11.25
	PSA	REG. SALARY PAY	\$2,256.00
			<b>\$2,267.25</b>
<b>Department 04 - COUNTY ATTORNEY Total:</b>			<b>\$14,061.44</b>

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 05 - COUNTY REGISTER OF DEEDS

Employee: HOLL001 - HOLDRIDGE, LORAL

Code	Description	Wages
PSA	REG. SALARY PAY	\$2,500.00
		<b>\$2,500.00</b>
ALG	LONGEVITY	\$1.25
LSK8	PAID SICK LEAVE - 8 HOUR	\$11.25
PHR	REG. HOURLY PAY	\$1,188.75
		<b>\$1,201.25</b>
ALG	LONGEVITY	\$5.00
LVA8	PAID VACATION - 8 HOUR	\$280.00
PHR	REG. HOURLY PAY	\$1,120.00
		<b>\$1,405.00</b>

Department 05 - COUNTY REGISTER OF DEEDS Total:

**\$5,106.25**

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 06 - COUNTY SHERIFF/CORRECTIO

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,823.20
	POT	OVERTIME PAY HOURLY	\$63.60
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$1,906.80</b>
Employee:			
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,823.20
	POT	OVERTIME PAY HOURLY	\$135.15
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$1,980.85</b>
Employee:			
[REDACTED]	ALG	LONGEVITY	\$3.75
	LSK8	PAID SICK LEAVE - 8 HOUR	\$136.00
	PHR	REG. HOURLY PAY	\$1,224.00
			<b>\$1,363.75</b>
Employee:			
[REDACTED]	ALG	LONGEVITY	\$5.00
	PSA	REG. SALARY PAY	\$2,384.62
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,409.62</b>
Employee:			
[REDACTED]	ALG	LONGEVITY	\$7.50
	PHR	REG. HOURLY PAY	\$1,400.00
	POT	OVERTIME PAY HOURLY	\$577.50
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,005.00</b>
Employee:			
[REDACTED]	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,823.20
	POT	OVERTIME PAY HOURLY	\$413.40
	STOT	STATE OT - SHERIFF	\$477.00

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 06 - COUNTY SHERIFF/CORRECTIO

Code Description Wages

Employee: [REDACTED]

UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$2,734.85</b>

Employee: [REDACTED]

PHR	REG. HOURLY PAY	\$1,890.06
STOT	STATE OT - SHERIFF	\$158.36
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$1,868.42</b>

Employee: MARW102 - MARTIN, WILLIAM K

PSA	REG. SALARY PAY	\$2,884.62
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$2,904.62</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$5.00
PHR	REG. HOURLY PAY	\$1,909.20
POT	OVERTIME PAY HOURLY	\$33.30
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$1,967.50</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$3.75
PHR	REG. HOURLY PAY	\$1,909.20
POT	OVERTIME PAY HOURLY	\$133.20
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$2,066.15</b>

Employee: [REDACTED]

LSK8	PAID SICK LEAVE - 8 HOUR	\$266.20
PHR	REG. HOURLY PAY	\$1,760.55
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$2,046.75</b>

Employee: [REDACTED]

PHR	REG. HOURLY PAY	\$1,909.20
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Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 06 - COUNTY SHERIFF/CORRECTIO

Employee:	Code	Description	Wages
[REDACTED]	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$1,929.20</b>
Employee:	ALG	LONGEVITY	\$6.25
	PHR	REG. HOURLY PAY	\$2,081.20
	POT	OVERTIME PAY HOURLY	\$462.83
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,570.28</b>
Employee:	ALG	LONGEVITY	\$1.25
	LVAB	PAID VACATION - 8 HOUR	\$136.00
	PHR	REG. HOURLY PAY	\$1,224.00
	POT	OVERTIME PAY HOURLY	\$25.50
			<b>\$1,386.75</b>
Employee:	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,909.20
	POT	OVERTIME PAY HOURLY	\$499.50
	STOT	STATE OT - SHERIFF	\$233.10
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,663.05</b>
Employee:	PHR	REG. HOURLY PAY	\$1,737.20
	POT	OVERTIME PAY HOURLY	\$113.63
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$1,870.83</b>
Employee:	PHR	REG. HOURLY PAY	\$1,737.20
	POT	OVERTIME PAY HOURLY	\$386.33
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,143.53</b>

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 06 - COUNTY SHERIFF/CORRECTIO

Code Description Wages

Department 06 - COUNTY SHERIFF/CORRECTIONAL Total:

\$35,817.95

**Wages by Department**

**Bourbon County**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 07 - COURTHOUSE MAINTENANCE

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$5.00
[REDACTED]	PHR	REG. HOURLY PAY	\$1,519.20
			<b>\$1,524.20</b>
Employee:	ALG	LONGEVITY	\$12.50
[REDACTED]	PHR	REG. HOURLY PAY	\$1,600.00
			<b>\$1,612.50</b>

**Department 07 - COURTHOUSE MAINTENANCE Total: \$3,136.70**

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Employee:	Code	Description	Wages
[REDACTED]	PSA	REG. SALARY PAY	\$3,692.31
<b>Department 08 - COUNTY CORONER Total:</b>			<b>\$3,692.31</b>

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 09 - CORRECTIONAL CENTER

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,468.02
	POT	OVERTIME PAY HOURLY	\$32.01
			<b>\$1,500.03</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,740.00
	POT	OVERTIME PAY HOURLY	\$16.31
			<b>\$1,758.81</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$24.75
			<b>\$1,445.00</b>
[REDACTED]	PSA	REG. SALARY PAY	\$2,307.69
[REDACTED]	ALG	LONGEVITY	\$3.75
	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$55.69
			<b>\$1,478.44</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,582.40
	POT	OVERTIME PAY HOURLY	\$96.43
			<b>\$1,681.33</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$105.19

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 09 - CORRECTIONAL CENTER

Employee:	Code	Description	Wages
[REDACTED]			\$1,524.19
Employee:	PHR	REG. HOURLY PAY	\$453.13
			\$453.13
Employee:	PHR	REG. HOURLY PAY	\$1,468.02
	POT	OVERTIME PAY HOURLY	\$260.40
			\$1,728.42
Employee:	PHR	REG. HOURLY PAY	\$1,468.02
	POT	OVERTIME PAY HOURLY	\$44.81
			\$1,512.83
Employee:	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$189.34
			\$1,608.34
Employee:	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$581.63
			\$2,000.63
Employee:	LSK8	PAID SICK LEAVE - 8 HOUR	\$209.11
	PHR	REG. HOURLY PAY	\$1,284.52
			\$1,493.63
Employee:	ALG	LONGEVITY	\$1.25
	LVA8	PAID VACATION - 8 HOUR	\$816.00
	PHR	REG. HOURLY PAY	\$544.00

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 09 - CORRECTIONAL CENTER

Employee:	Code	Description	Wages
[REDACTED]			<u>\$1,361.25</u>
Employee:			
[REDACTED]	LX8	PAID VACATION (PRE)- 8 HR	\$120.00
	PHR	REG. HOURLY PAY	\$1,066.20
			<u>\$1,186.20</u>
Employee:			
[REDACTED]	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$4.21
			<u>\$1,423.21</u>
Employee:			
[REDACTED]	PHR	REG. HOURLY PAY	\$1,328.25
			<u>\$1,328.25</u>

Department 09 - CORRECTIONAL CENTER Total:

\$25,791.38

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 10 - DISTRICT COURT

Employee:	Code	Description	Wages
	LSK8	PAID SICK LEAVE - 8 HOUR	\$120.00
	PHR	REG. HOURLY PAY	\$1,001.25
			<b>\$1,121.25</b>

Employee:	Code	Description	Wages
	ALG	LONGEVITY	\$6.25
	LVA7	PAID VACATION - 7 HOUR	\$95.13
	PHR	REG. HOURLY PAY	\$893.54
			<b>\$994.92</b>

Department 10 - DISTRICT COURT Total: **\$2,116.17**

**Wages by Department**

**Bourbon County**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 11 - EMERGENCY PREPAREDNESS

Employee: [REDACTED]

Description	Code	Wages
LONGEVITY	ALG	\$1.25
REG. SALARY PAY	PSA	\$1,844.12
<b>Department 11 - EMERGENCY PREPAREDNESS Total:</b>		<b>\$1,845.37</b>

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 24 - AMBULANCE SERVICE

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,200.00
	POT	OVERTIME PAY HOURLY	\$90.00
			<b>\$1,290.00</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,200.00
	POT	OVERTIME PAY HOURLY	\$360.00
			<b>\$1,561.25</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,680.00
	POT	OVERTIME PAY HOURLY	\$1,992.38
			<b>\$3,674.88</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$216.00
			<b>\$216.00</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,360.00
	POT	OVERTIME PAY HOURLY	\$803.25
			<b>\$2,164.50</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,725.60
	POT	OVERTIME PAY HOURLY	\$2,847.24
			<b>\$4,575.34</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PSA	REG. SALARY PAY	\$2,692.31

# Wages by Department

# Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 24 - AMBULANCE SERVICE

Employee:	Code	Description	Wages
[REDACTED]			<b>\$2,694.81</b>
Employee:	PHR	REG. HOURLY PAY	\$483.60
[REDACTED]			<b>\$483.60</b>
Employee:	ALG	LONGEVITY	\$2.50
[REDACTED]	PHR	REG. HOURLY PAY	\$2,256.80
[REDACTED]	POT	OVERTIME PAY HOURLY	\$846.30
[REDACTED]			<b>\$3,105.60</b>
Employee:	ALG	LONGEVITY	\$2.50
[REDACTED]	CSK	CITY CARROVER SICK	\$1,243.20
[REDACTED]	PHR	REG. HOURLY PAY	\$1,838.90
[REDACTED]	POT	OVERTIME PAY HOURLY	\$310.80
[REDACTED]			<b>\$3,395.40</b>
Employee:	PHR	REG. HOURLY PAY	\$1,200.00
[REDACTED]	POT	OVERTIME PAY HOURLY	\$1,170.00
[REDACTED]			<b>\$2,370.00</b>
Employee:	PHR	REG. HOURLY PAY	\$363.75
[REDACTED]			<b>\$363.75</b>
Employee:	ALG	LONGEVITY	\$1.25
[REDACTED]	PHR	REG. HOURLY PAY	\$1,056.00
[REDACTED]			<b>\$1,057.25</b>
Employee:	PHR	REG. HOURLY PAY	\$2,080.00
[REDACTED]	POT	OVERTIME PAY HOURLY	\$2,769.00

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 24 - AMBULANCE SERVICE

Employee:	Code	Description	Wages
[REDACTED]			\$4,849.00
Employee:			
[REDACTED]	PHR	REG. HOURLY PAY	\$1,200.00
[REDACTED]	POT	OVERTIME PAY HOURLY	\$1,428.75
[REDACTED]			\$2,628.75
Employee:			
[REDACTED]	ALG	LONGEVITY	\$1.25
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$286.38
[REDACTED]			\$287.63
<b>Department 24 - AMBULANCE SERVICE Total:</b>			<b>\$34,717.76</b>

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$264.00
	PHR	REG. HOURLY PAY	\$1,056.00
	VAPO	VACATION PAYOUT NO KPERS	\$660.00
			<b>\$1,980.00</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$151.92
	PHR	REG. HOURLY PAY	\$1,367.28
			<b>\$1,520.45</b>
[REDACTED]	ALG	LONGEVITY	\$3.75
	PSA	REG. SALARY PAY	\$2,897.60
	VAPO	VACATION PAYOUT NO KPERS	\$20,000.00
			<b>\$22,701.35</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,086.00
			<b>\$1,090.50</b>
[REDACTED]	ALG	LONGEVITY	\$5.00
	LSK8	PAID SICK LEAVE - 8 HOUR	\$151.92
	PHR	REG. HOURLY PAY	\$1,367.28
			<b>\$1,524.20</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$888.75
[REDACTED]	ALG	LONGEVITY	\$6.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$221.00
	PHR	REG. HOURLY PAY	\$867.00

Wages by Department

Bourbon County

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]			\$1,094.25
Employee:	ALG PHR	LONGEVITY REG. HOURLY PAY	\$5.00 \$1,070.40
			\$1,075.40
Employee:	ALG PSA	LONGEVITY REG. SALARY PAY	\$5.00 \$2,256.00
			\$2,261.00
Employee:	PHR	REG. HOURLY PAY	\$1,205.33
			\$1,205.33
Employee:	ALG PHR	LONGEVITY REG. HOURLY PAY	\$1.25 \$1,274.40
			\$1,275.65
Employee:	ALG PHR	LONGEVITY REG. HOURLY PAY	\$3.75 \$1,439.20
			\$1,442.95
Employee:	LSK8 PHR	PAID SICK LEAVE - 8 HOUR REG. HOURLY PAY	\$127.44 \$1,146.96
			\$1,274.40
Employee:	ALG PHR	LONGEVITY REG. HOURLY PAY	\$12.50 \$1,519.20
			\$1,531.70

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,519.20
			<b>\$1,519.20</b>
Employee:			
[REDACTED]	PHR	REG. HOURLY PAY	\$1,019.52
			<b>\$1,019.52</b>
Employee:			
[REDACTED]	PHR	REG. HOURLY PAY	\$1,274.40
			<b>\$1,274.40</b>
Employee:			
[REDACTED]	LSK8 PHR	PAID SICK LEAVE - 8 HOUR REG. HOURLY PAY	\$19.43 \$1,419.77
			<b>\$1,439.20</b>
Employee:			
[REDACTED]	ALG PHR	LONGEVITY REG. HOURLY PAY	\$1.25 \$1,105.50
			<b>\$1,106.75</b>
Employee:			
[REDACTED]	ALG PHR	LONGEVITY REG. HOURLY PAY	\$12.50 \$1,439.20
			<b>\$1,451.70</b>
Employee:			
[REDACTED]	PHR POT	REG. HOURLY PAY OVERTIME PAY HOURLY	\$1,274.40 \$77.66
			<b>\$1,352.06</b>
Employee:			
[REDACTED]	PHR	REG. HOURLY PAY	\$1,274.40
			<b>\$1,274.40</b>

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]	LSK8 PHR	PAID SICK LEAVE - 8 HOUR REG. HOURLY PAY	\$125.00 \$1,875.00 <b>\$2,000.00</b>
Employee:	PHR	REG. HOURLY PAY	\$1,274.40 <b>\$1,274.40</b>
Employee:	ALG PHR	LONGEVITY REG. HOURLY PAY	\$6.25 \$1,360.00 <b>\$1,366.25</b>
Employee:	ALG PHR	LONGEVITY REG. HOURLY PAY	\$6.25 \$1,354.40 <b>\$1,360.65</b>
Employee:	PHR	REG. HOURLY PAY	\$1,360.00 <b>\$1,360.00</b>
Employee:	PHR	REG. HOURLY PAY	\$1,274.40 <b>\$1,274.40</b>
Employee:	PHR	REG. HOURLY PAY	\$1,519.20 <b>\$1,519.20</b>
Employee:	LSK8 PHR	PAID SICK LEAVE - 8 HOUR REG. HOURLY PAY	\$31.86 \$991.64 <b>\$1,023.50</b>

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$1.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$303.84
	PHR	REG. HOURLY PAY	\$1,215.36
			<b>\$1,520.45</b>
[REDACTED]	ALG	LONGEVITY	\$3.75
	LSK8	PAID SICK LEAVE - 8 HOUR	\$143.92
	PHR	REG. HOURLY PAY	\$1,295.28
			<b>\$1,442.95</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$1,274.40
			<b>\$1,274.40</b>
[REDACTED]	ALG	LONGEVITY	\$7.50
	LSK8	PAID SICK LEAVE - 8 HOUR	\$143.92
	LVA8	PAID VACATION - 8 HOUR	\$98.95
	PHR	REG. HOURLY PAY	\$1,186.34
			<b>\$1,446.71</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$1,274.40
			<b>\$1,274.40</b>
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$143.92
	PHR	REG. HOURLY PAY	\$1,295.28
			<b>\$1,439.20</b>
[REDACTED]	ALG	LONGEVITY	\$3.75
	LSK8	PAID SICK LEAVE - 8 HOUR	\$138.00
	LVX8	PAID VACATION (PRE)- 8 HR	\$63.75
	PHR	REG. HOURLY PAY	\$1,160.25

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]			<u>\$1,363.75</u>
Employee: [REDACTED]	PHR	REG. HOURLY PAY	\$1,360.00
Employee: [REDACTED]	ALG	LONGEVITY	\$6.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$143.92
	PHR	REG. HOURLY PAY	\$1,007.44
			<u>\$1,157.61</u>

Department 40 - PUBLIC WORKS LANDFILL Total: **\$74,761.03**

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 95 - APPRAISER

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$1.25
[REDACTED]	PHR	REG. HOURLY PAY	\$1,280.00
			<b>\$1,281.25</b>
Employee: [REDACTED]	ALG	LONGEVITY	\$2.50
[REDACTED]	PHR	REG. HOURLY PAY	\$1,280.00
			<b>\$1,282.50</b>
Employee: [REDACTED]	ALG	LONGEVITY	\$6.25
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$888.25
[REDACTED]	PHR	REG. HOURLY PAY	\$471.75
			<b>\$1,366.25</b>
Employee: [REDACTED]	PHR	REG. HOURLY PAY	\$628.48
			<b>\$628.48</b>
Employee: [REDACTED]	ALG	LONGEVITY	\$2.50
[REDACTED]	PSA	REG. SALARY PAY	\$2,500.00
[REDACTED]	PSB	REG. SALARY PAY OTHER	\$96.16
			<b>\$2,598.66</b>
			<b>\$7,157.14</b>

Department 95 - APPRAISER Total:

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 01 - COUNTY COMMISSION

Employee: BEEDAV - BEERBOWER, DAVID

Code	Description	Wages
PSA	REG. SALARY PAY	\$823.69
		<b>\$823.69</b>
ALG	LONGEVITY	\$5.00
PHR	REG. HOURLY PAY	\$2,000.00
POT	OVERTIME PAY HOURLY	\$37.50
		<b>\$2,042.50</b>
Employee: MILMI01 - MILBURN, MIKA R		
PSA	REG. SALARY PAY	\$823.69
		<b>\$823.69</b>
Employee: TRASAM - TRAN, SAMUEL		
PSA	REG. SALARY PAY	\$823.69
		<b>\$823.69</b>
<b>Department 01 - COUNTY COMMISSION Total:</b>		
		<b>\$4,513.57</b>

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 02 - COUNTY CLERK

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,400.80
[REDACTED]	POT	OVERTIME PAY HOURLY	\$98.49
			<b>\$1,499.29</b>

Employee: BANSU01 - WALKER, SUSAN E

[REDACTED]	ALG	LONGEVITY	\$1.25
[REDACTED]	PSA	REG. SALARY PAY	\$3,076.93
			<b>\$3,078.18</b>

Employee: [REDACTED]

[REDACTED]	ALG	LONGEVITY	\$1.25
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$160.00
[REDACTED]	PHR	REG. HOURLY PAY	\$1,421.60
			<b>\$1,582.85</b>

Department 02 - COUNTY CLERK Total:

**\$6,160.32**

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 03 - COUNTY TREASURER

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$1.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$120.00
	LVA8	PAID VACATION - 8 HOUR	\$240.00
	PHR	REG. HOURLY PAY	\$840.00
			<b>\$1,201.25</b>
[REDACTED]	PSA	REG. SALARY PAY	\$2,692.31
			<b>\$2,692.31</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	LVA8	PAID VACATION - 8 HOUR	\$240.00
	PHR	REG. HOURLY PAY	\$960.00
			<b>\$1,201.25</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,248.00
	POT	OVERTIME PAY HOURLY	\$23.40
			<b>\$1,273.90</b>
[REDACTED]	ALG	LONGEVITY	\$6.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$132.80
	PHR	REG. HOURLY PAY	\$1,195.20
	POT	OVERTIME PAY HOURLY	\$24.90
			<b>\$1,359.15</b>
<b>Department 03 - COUNTY TREASURER Total:</b>			<b>\$7,727.86</b>

**Wages by Department**

**Bourbon County**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 04 - COUNTY ATTORNEY

Employee: CRUJAM - CRUX, JAMES

Employee:	Code	Description	Wages
[REDACTED]	PSA	REG. SALARY PAY	\$4,230.77
			<b>\$4,230.77</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$732.58
			<b>\$732.58</b>
[REDACTED]	ALG	LONGEVITY	\$7.50
	PHR	REG. HOURLY PAY	\$1,648.00
	POT	OVERTIME PAY HOURLY	\$339.90
			<b>\$1,995.40</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,400.80
	POT	OVERTIME PAY HOURLY	\$164.16
			<b>\$1,566.21</b>
[REDACTED]	PSA	REG. SALARY PAY	\$3,269.23
			<b>\$3,269.23</b>
[REDACTED]	ALG	LONGEVITY	\$11.25
	PSA	REG. SALARY PAY	\$2,258.00
			<b>\$2,269.25</b>
<b>Department 04 - COUNTY ATTORNEY Total:</b>			<b>\$14,061.44</b>

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 05 - COUNTY REGISTER OF DEEDS

Employee: HOLLO01 - HOLDRIDGE, LORA L

Code	Description	Wages
PSA	REG. SALARY PAY	\$2,500.00
		<b>\$2,500.00</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$1.25
LSK8	PAID SICK LEAVE - 8 HOUR	\$11.25
PHR	REG. HOURLY PAY	\$1,188.75
		<b>\$1,201.25</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$5.00
LVA8	PAID VACATION - 8 HOUR	\$280.00
PHR	REG. HOURLY PAY	\$1,120.00
		<b>\$1,405.00</b>

Department 05 - COUNTY REGISTER OF DEEDS Total: \$5,106.25

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 06 - COUNTY SHERIFF/CORRECTIO

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,823.20
[REDACTED]	POT	OVERTIME PAY HOURLY	\$63.60
[REDACTED]	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$1,906.80</b>

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$2.50
[REDACTED]	PHR	REG. HOURLY PAY	\$1,823.20
[REDACTED]	POT	OVERTIME PAY HOURLY	\$135.15
[REDACTED]	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$1,980.85</b>

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$3.75
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$136.00
[REDACTED]	PHR	REG. HOURLY PAY	\$1,224.00
			<b>\$1,363.75</b>

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$5.00
[REDACTED]	PSA	REG. SALARY PAY	\$2,384.62
[REDACTED]	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,409.62</b>

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$7.50
[REDACTED]	PHR	REG. HOURLY PAY	\$1,400.00
[REDACTED]	POT	OVERTIME PAY HOURLY	\$577.50
[REDACTED]	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,005.00</b>

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$1.25
[REDACTED]	PHR	REG. HOURLY PAY	\$1,823.20
[REDACTED]	POT	OVERTIME PAY HOURLY	\$413.40
[REDACTED]	STOT	STATE OT - SHERIFF	\$477.00

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 06 - COUNTY SHERIFF/CORRECTIO

Code Description Wages

Employee: [REDACTED]

UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$2,734.85</b>

Employee: [REDACTED]

PHR	REG. HOURLY PAY	\$1,690.06
STOT	STATE OT - SHERIFF	\$158.36
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$1,868.42</b>

Employee: [REDACTED]

PSA	REG. SALARY PAY	\$2,884.62
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$2,904.62</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$5.00
PHR	REG. HOURLY PAY	\$1,909.20
POT	OVERTIME PAY HOURLY	\$33.30
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$1,967.50</b>

Employee: [REDACTED]

ALG	LONGEVITY	\$3.75
PHR	REG. HOURLY PAY	\$1,909.20
POT	OVERTIME PAY HOURLY	\$133.20
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$2,066.15</b>

Employee: [REDACTED]

LSK8	PAID SICK LEAVE - 8 HOUR	\$266.20
PHR	REG. HOURLY PAY	\$1,760.55
UNFRM	UNIFORM/CAR WASH	\$20.00
		<b>\$2,046.75</b>

Employee: [REDACTED]

PHR	REG. HOURLY PAY	\$1,909.20
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Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 06 - COUNTY SHERIFF/CORRECTIO

Employee:	Code	Description	Wages
[REDACTED]	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$1,929.20</b>

Employee:	ALG	LONGEVITY	\$8.25
	PHR	REG. HOURLY PAY	\$2,081.20
	POT	OVERTIME PAY HOURLY	\$462.83
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,570.28</b>

Employee:	ALG	LONGEVITY	\$1.25
	LVA8	PAID VACATION - 8 HOUR	\$136.00
	PHR	REG. HOURLY PAY	\$1,224.00
	POT	OVERTIME PAY HOURLY	\$25.50
			<b>\$1,386.75</b>

Employee:	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,909.20
	POT	OVERTIME PAY HOURLY	\$499.50
	STOT	STATE OT - SHERIFF	\$233.10
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,663.05</b>

Employee:	PHR	REG. HOURLY PAY	\$1,737.20
	POT	OVERTIME PAY HOURLY	\$113.63
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$1,870.83</b>

Employee:	PHR	REG. HOURLY PAY	\$1,737.20
	POT	OVERTIME PAY HOURLY	\$386.33
	UNFRM	UNIFORM/CAR WASH	\$20.00
			<b>\$2,143.53</b>

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 06 - COUNTY SHERIFF/CORRECTIO

Description

Wages

Department 06 - COUNTY SHERIFF/CORRECTIONAL Total:

\$35,817.95

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 07 - COURTHOUSE MAINTENANCE

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$5.00
	PHR	REG. HOURLY PAY	\$1,518.20
			<b>\$1,524.20</b>

Employee: [REDACTED]	ALG	LONGEVITY	\$12.50
	PHR	REG. HOURLY PAY	\$1,600.00
			<b>\$1,612.50</b>

Department 07 - COURTHOUSE MAINTENANCE Total: **\$3,136.70**

**Wages by Department**

**Bourbon County**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 08 - COUNTY CORONER

Employee: [REDACTED]

Code	Description	Wages
PSA	REG. SALARY PAY	\$3,692.31
<b>Department 08 - COUNTY CORONER Total:</b>		<b>\$3,692.31</b>

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 09 - CORRECTIONAL CENTER

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,468.02
	POT	OVERTIME PAY HOURLY	\$32.01
			<b>\$1,500.03</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,740.00
	POT	OVERTIME PAY HOURLY	\$16.31
			<b>\$1,758.81</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$24.75
			<b>\$1,445.00</b>
[REDACTED]	PSA	REG. SALARY PAY	\$2,307.69
[REDACTED]	ALG	LONGEVITY	\$3.75
	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$55.69
			<b>\$1,478.44</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,582.40
	POT	OVERTIME PAY HOURLY	\$96.43
			<b>\$1,681.33</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$105.19

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 09 - CORRECTIONAL CENTER

Employee:	Code	Description	Wages
[REDACTED]			<u>\$1,524.19</u>
Employee:	PHR	REG. HOURLY PAY	\$453.13
			<u>\$453.13</u>
Employee:	PHR	REG. HOURLY PAY	\$1,488.02
	POT	OVERTIME PAY HOURLY	\$260.40
			<u>\$1,728.42</u>
Employee:	PHR	REG. HOURLY PAY	\$1,488.02
	POT	OVERTIME PAY HOURLY	\$44.81
			<u>\$1,512.83</u>
Employee:	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$189.34
			<u>\$1,608.34</u>
Employee:	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$581.63
			<u>\$2,000.63</u>
Employee:	LSK8	PAID SICK LEAVE - 8 HOUR	\$209.11
	PHR	REG. HOURLY PAY	\$1,284.52
			<u>\$1,493.63</u>
Employee:	ALG	LONGEVITY	\$1.25
	LVA6	PAID VACATION - 6 HOUR	\$816.00
	PHR	REG. HOURLY PAY	\$544.00

**Wages by Department**

**Bourbon County**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 09 - CORRECTIONAL CENTER

Employee:	Code	Description	Wages
[REDACTED]			<u>\$1,361.25</u>
Employee: [REDACTED]	LX8	PAID VACATION (PRE)- 8 HR	\$120.00
	PHR	REG. HOURLY PAY	\$1,066.20
Employee: [REDACTED]			<u>\$1,186.20</u>
Employee: [REDACTED]	PHR	REG. HOURLY PAY	\$1,419.00
	POT	OVERTIME PAY HOURLY	\$4.21
Employee: [REDACTED]			<u>\$1,423.21</u>
Employee: [REDACTED]	PHR	REG. HOURLY PAY	\$1,328.25
			<u>\$1,328.25</u>
<b>Department 09 - CORRECTIONAL CENTER Total:</b>			<b>\$25,791.38</b>

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 10 - DISTRICT COURT

Employee:	Code	Description	Wages
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$120.00
	PHR	REG. HOURLY PAY	\$1,001.25
			<b>\$1,121.25</b>
[REDACTED]	ALG	LONGEVITY	\$6.25
	LVA7	PAID VACATION - 7 HOUR	\$95.13
	PHR	REG. HOURLY PAY	\$893.54
			<b>\$994.92</b>

Department 10 - DISTRICT COURT Total:

**\$2,116.17**

**Wages by Department**

**Bourbon County**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 11 - EMERGENCY PREPAREDNESS

Employee: [REDACTED]

Code	Description	Wages
ALG	LONGEVITY	\$1.25
PSA	REG. SALARY PAY	\$1,844.12
		<u>\$1,845.37</u>

**Department 11 - EMERGENCY PREPAREDNESS Total: \$1,845.37**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 24 - AMBULANCE SERVICE

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,200.00
	POT	OVERTIME PAY HOURLY	\$90.00
			<b>\$1,290.00</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,200.00
	POT	OVERTIME PAY HOURLY	\$360.00
			<b>\$1,561.25</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,680.00
	POT	OVERTIME PAY HOURLY	\$1,992.38
			<b>\$3,674.88</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$216.00
			<b>\$216.00</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,360.00
	POT	OVERTIME PAY HOURLY	\$803.25
			<b>\$2,164.50</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,725.60
	POT	OVERTIME PAY HOURLY	\$2,847.24
			<b>\$4,575.34</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PSA	REG. SALARY PAY	\$2,692.31

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 24 - AMBULANCE SERVICE

Code Description Wages

Employee: [REDACTED] \$2,694.81

Employee: [REDACTED] PHR REG. HOURLY PAY \$483.60 \$483.60

Employee: [REDACTED] ALG LONGEVITY \$2.50  
PHR REG. HOURLY PAY \$2,256.80  
POT OVERTIME PAY HOURLY \$846.30  
\$3,105.60

Employee: [REDACTED] ALG LONGEVITY \$2.50  
CSK CITY CARROVER SICK \$1,243.20  
PHR REG. HOURLY PAY \$1,838.90  
POT OVERTIME PAY HOURLY \$310.80  
\$3,395.40

Employee: [REDACTED] PHR REG. HOURLY PAY \$1,200.00  
POT OVERTIME PAY HOURLY \$1,170.00  
\$2,370.00

Employee: [REDACTED] PHR REG. HOURLY PAY \$363.75  
\$363.75

Employee: [REDACTED] ALG LONGEVITY \$1.25  
PHR REG. HOURLY PAY \$1,056.00  
\$1,057.25

Employee: [REDACTED] PHR REG. HOURLY PAY \$2,080.00  
POT OVERTIME PAY HOURLY \$2,769.00

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 24 - AMBULANCE SERVICE

Wages

Employee:	Code	Description	Wages
[REDACTED]			<u>\$4,849.00</u>
Employee:			
[REDACTED]	PHR	REG. HOURLY PAY	\$1,200.00
	POT	OVERTIME PAY HOURLY	\$1,428.75
			<u>\$2,628.75</u>
Employee:			
[REDACTED]	ALG	LONGEVITY	\$1.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$286.38
			<u>\$287.63</u>
<b>Department 24 - AMBULANCE SERVICE Total:</b>			<b>\$34,717.76</b>

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$264.00
	PHR	REG. HOURLY PAY	\$1,056.00
	VAPO	VACATION PAYOUT NO KPERS	\$660.00
			<b>\$1,980.00</b>
[REDACTED]	ALG	LONGEVITY	\$1.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$151.92
	PHR	REG. HOURLY PAY	\$1,367.28
			<b>\$1,520.45</b>
[REDACTED]	ALG	LONGEVITY	\$3.75
	PSA	REG. SALARY PAY	\$2,697.60
	VAPO	VACATION PAYOUT NO KPERS	\$20,000.00
			<b>\$22,701.35</b>
[REDACTED]	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,088.00
			<b>\$1,090.50</b>
[REDACTED]	ALG	LONGEVITY	\$5.00
	LSK8	PAID SICK LEAVE - 8 HOUR	\$151.92
	PHR	REG. HOURLY PAY	\$1,367.28
			<b>\$1,524.20</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$888.75
			<b>\$888.75</b>
[REDACTED]	ALG	LONGEVITY	\$6.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$221.00
	PHR	REG. HOURLY PAY	\$867.00

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]			<u>\$1,094.25</u>
Employee: [REDACTED]	ALG PHR	LONGEVITY REG. HOURLY PAY	\$5.00 \$1,070.40
Employee: [REDACTED]	ALG PSA	LONGEVITY REG. SALARY PAY	\$5.00 \$2,256.00
Employee: [REDACTED]	PHR	REG. HOURLY PAY	<u>\$1,205.33</u>
Employee: [REDACTED]	ALG PHR	LONGEVITY REG. HOURLY PAY	\$1.25 \$1,274.40
Employee: [REDACTED]	ALG PHR	LONGEVITY REG. HOURLY PAY	\$3.75 \$1,439.20
Employee: [REDACTED]	LSK8 PHR	PAID SICK LEAVE - 8 HOUR REG. HOURLY PAY	\$127.44 \$1,146.96
Employee: [REDACTED]	ALG PHR	LONGEVITY REG. HOURLY PAY	\$12.50 \$1,519.20
Employee: [REDACTED]			<u>\$1,531.70</u>

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]	PHR	REG. HOURLY PAY	\$1,519.20
			<u>\$1,519.20</u>
Employee: [REDACTED]	PHR	REG. HOURLY PAY	\$1,019.52
			<u>\$1,019.52</u>
Employee: [REDACTED]	PHR	REG. HOURLY PAY	\$1,274.40
			<u>\$1,274.40</u>
Employee: [REDACTED]	LSK8 PHR	PAID SICK LEAVE - 8 HOUR REG. HOURLY PAY	\$19.43 \$1,419.77
			<u>\$1,439.20</u>
Employee: [REDACTED]	ALG PHR	LONGEVITY REG. HOURLY PAY	\$1.25 \$1,105.50
			<u>\$1,106.75</u>
Employee: [REDACTED]	ALG PHR	LONGEVITY REG. HOURLY PAY	\$12.50 \$1,439.20
			<u>\$1,451.70</u>
Employee: [REDACTED]	PHR POT	REG. HOURLY PAY OVERTIME PAY HOURLY	\$1,274.40 \$77.66
			<u>\$1,352.06</u>
Employee: [REDACTED]	PHR	REG. HOURLY PAY	\$1,274.40
			<u>\$1,274.40</u>

From Date: 9/5/2025

To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]	LSK8 PHR	PAID SICK LEAVE - 8 HOUR REG. HOURLY PAY	\$125.00 \$1,875.00 \$2,000.00
Employee:	PHR	REG. HOURLY PAY	\$1,274.40 \$1,274.40
Employee:	ALG PHR	LONGEVITY REG. HOURLY PAY	\$6.25 \$1,360.00 \$1,366.25
Employee:	ALG PHR	LONGEVITY REG. HOURLY PAY	\$6.25 \$1,354.40 \$1,360.65
Employee:	PHR	REG. HOURLY PAY	\$1,360.00 \$1,360.00
Employee:	PHR	REG. HOURLY PAY	\$1,274.40 \$1,274.40
Employee:	PHR	REG. HOURLY PAY	\$1,519.20 \$1,519.20
Employee:	LSK8 PHR	PAID SICK LEAVE - 8 HOUR REG. HOURLY PAY	\$31.86 \$991.64 \$1,023.50

Wages by Department

Bourbon County

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]	ALG	LONGEVITY	\$1.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$303.84
	PHR	REG. HOURLY PAY	\$1,215.36
			<b>\$1,520.45</b>
[REDACTED]	ALG	LONGEVITY	\$3.75
	LSK8	PAID SICK LEAVE - 8 HOUR	\$143.92
	PHR	REG. HOURLY PAY	\$1,295.28
			<b>\$1,442.95</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$1,274.40
			<b>\$1,274.40</b>
[REDACTED]	ALG	LONGEVITY	\$7.50
	LSK8	PAID SICK LEAVE - 8 HOUR	\$143.92
	LVA8	PAID VACATION - 8 HOUR	\$98.95
	PHR	REG. HOURLY PAY	\$1,196.34
			<b>\$1,446.71</b>
[REDACTED]	PHR	REG. HOURLY PAY	\$1,274.40
			<b>\$1,274.40</b>
[REDACTED]	LSK8	PAID SICK LEAVE - 8 HOUR	\$143.92
	PHR	REG. HOURLY PAY	\$1,295.28
			<b>\$1,439.20</b>
[REDACTED]	ALG	LONGEVITY	\$3.75
	LSK8	PAID SICK LEAVE - 8 HOUR	\$136.00
	LVA8	PAID VACATION (PRE)- 8 HR	\$63.75
	PHR	REG. HOURLY PAY	\$1,160.25

From Date: 9/5/2025 To Date: 9/5/2025

Dept: ALL

Employee: ALL

Department: 40 - PUBLIC WORKS LANDFILL

Employee:	Code	Description	Wages
[REDACTED]			\$1,363.75
Employee:	PHR	REG. HOURLY PAY	\$1,360.00
Employee:	ALG	LONGEVITY	\$6.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$143.92
	PHR	REG. HOURLY PAY	\$1,007.44
<b>Department 40 - PUBLIC WORKS LANDFILL Total:</b>			<b>\$1,157.61</b>
<b>Department 40 - PUBLIC WORKS LANDFILL Total:</b>			<b>\$74,761.03</b>

**Wages by Department**

**Bourbon County**

From Date: 9/5/2025 To Date: 9/5/2025 Dept: ALL Employee: ALL

Department: 95 - APPRAISER

Employee:	Code	Description	Wages
	ALG	LONGEVITY	\$1.25
	PHR	REG. HOURLY PAY	\$1,280.00
			<b>\$1,281.25</b>
Employee:	ALG	LONGEVITY	\$2.50
	PHR	REG. HOURLY PAY	\$1,280.00
			<b>\$1,282.50</b>
Employee:	ALG	LONGEVITY	\$6.25
	LSK8	PAID SICK LEAVE - 8 HOUR	\$888.25
	PHR	REG. HOURLY PAY	\$471.75
			<b>\$1,366.25</b>
Employee:	PHR	REG. HOURLY PAY	\$628.48
			<b>\$628.48</b>
Employee:	ALG	LONGEVITY	\$2.50
	PSA	REG. SALARY PAY	\$2,500.00
	PSB	REG. SALARY PAY OTHER	\$95.16
			<b>\$2,598.66</b>
<b>Department 95 - APPRAISER Total:</b>			<b>\$7,157.14</b>

## 2024 Kansas Statutes

**21-6004. Presenting a false claim; permitting a false claim.** (a) Presenting a false claim is, with the intent to defraud, presenting a claim or demand which is false in whole or in part, to a public officer or body authorized to audit, allow or pay such claim.

(b) Permitting a false claim is the auditing, allowing or paying of any claim or demand made upon the state or any subdivision thereof or other governmental instrumentality within the state by a public officer or public employee who knows such claim or demand is false or fraudulent in whole or in part.

(c) (1) Presenting a false claim or permitting a false claim for:

(A) \$25,000 or more is a severity level 7, nonperson felony;

(B) at least \$1,000 but less than \$25,000 is a severity level 9, nonperson felony; and

(C) less than \$1,000 is a class A nonperson misdemeanor.

(2) Upon conviction of permitting a false claim, a public officer or public employee shall forfeit the officer or employee's office or employment.

**History:** L. 2010, ch. 136, § 168; July 1, 2011.

## 2024 Kansas Statutes

**21-6005. Misuse of public funds.** (a) Misuse of public funds is knowingly using, lending or permitting another to use public money in a manner not authorized by law, by a custodian or other person having control of public money by virtue of such person's official position.

(b) (1) Misuse of public funds where the aggregate amount of money paid or claimed in violation of this section is:

(A) \$100,000 or more is a severity level 5, nonperson felony;

(B) at least \$25,000 but less than \$100,000 is a severity level 7, nonperson felony;

(C) at least \$1,000 but less than \$25,000 is a severity level 9, nonperson felony; and

(D) less than \$1,000 is a class A nonperson misdemeanor.

(2) Upon conviction of misuse of public funds, the convicted person shall forfeit the person's official position.

(c) As used in this section, "public money" means any money or negotiable instrument which belongs to the state of Kansas or any political subdivision thereof.

**History:** L. 2010, ch. 136, § 169; July 1, 2011.

## 2024 Kansas Statutes

**21-6002. Official misconduct.** (a) Official misconduct is any of the following acts committed by a public officer or employee in the officer or employee's public capacity or under color of the officer or employee's office or employment:

- (1) Knowingly using or authorizing the use of any aircraft, as defined by K.S.A. 3-201, and amendments thereto, vehicle, as defined by K.S.A. 8-1485, and amendments thereto, or vessel, as defined by K.S.A. 32-1102, and amendments thereto, under the officer's or employee's control or direction, or in the officer's or employee's custody, exclusively for the private benefit or gain of the officer or employee or another;
- (2) knowingly failing to serve civil process when required by law;
- (3) using confidential information acquired in the course of and related to the officer's or employee's office or employment for the private benefit or gain of the officer or employee or another or to intentionally cause harm to another;
- (4) except as authorized by law, with the intent to reduce or eliminate competition among bidders or prospective bidders on any contract or proposed contract:
  - (A) Disclosing confidential information regarding proposals or communications from bidders or prospective bidders on any contract or proposed contract;
  - (B) accepting any bid or proposal on a contract or proposed contract after the deadline for acceptance of such bid or proposal; or
  - (C) altering any bid or proposal submitted by a bidder on a contract or proposed contract;
- (5) except as authorized by law, knowingly destroying, tampering with or concealing evidence of a crime; or
- (6) knowingly submitting to a governmental entity a claim for expenses which is false or duplicates expenses for which a claim is submitted to such governmental entity, another governmental or private entity.

(b) (1) Official misconduct as defined in:

- (A) Subsections (a)(1) through (a)(4) is a class A nonperson misdemeanor;
- (B) subsection (a)(5) is a:
  - (i) Severity level 8, nonperson felony if the evidence is evidence of a crime which is a felony; and
  - (ii) class A nonperson misdemeanor if the evidence is evidence of a crime which is a misdemeanor; and
- (C) subsection (a)(6) if the claim is:
  - (i) \$25,000 or more is a severity level 7, nonperson felony;
  - (ii) at least \$1,000 but less than \$25,000 is a severity level 9, nonperson felony; and
  - (iii) less than \$1,000 is a class A nonperson misdemeanor.

(2) Upon conviction of official misconduct a public officer or employee shall forfeit such officer or employee's office or employment.

(c) The provisions of subsection (a)(1) shall not apply to any use of persons or property which:

- (1) At the time of the use, is authorized by law or by formal written policy of the governmental entity; or
- (2) constitutes misuse of public funds, as defined in K.S.A. 21-6005, and amendments thereto.

(d) As used in this section, "confidential" means any information that is not subject to mandatory disclosure pursuant to K.S.A. 45-221, and amendments thereto.

**History:** L. 2010, ch. 136, § 166; July 1, 2011.

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IN THE SIXTH JUDICIAL DISTRICT  
DISTRICT COURT, BOURBON COUNTY, KANSAS  
CIVIL DEPARTMENT

SUSAN WALKER  
f/k/a SUSAN BANCROFT,

Plaintiff,

vs.

BOARD OF COUNTY COMMISSIONERS  
OF BOURBON COUNTY, KANSAS,

Defendant.

Case No.

PURSUANT TO K.S.A. CHAPTER 60

**PETITION**

1. Plaintiff is a resident of Bourbon County, Kansas and is an employee of Defendant.
2. Defendant is the governing body of Bourbon County and can be sued by service on any county commissioner.
3. Venue is proper in Bourbon County, Kansas.
4. Plaintiff was employed pursuant to a written contract dated November 30, 2021. A copy of the contract is attached as Exhibit 1.
5. Entering into contracts with employees is an administrative or proprietary function of the county.

6. In the contract, the county hired her as **Finance Director** of Bourbon County. Plaintiff agreed to work for Defendant from December 1, 2021, through December 1, 2025. Contract, ¶¶s 1 and 8.

7. The contract provided that unless **written notice** was given to one party from another **45 days** prior to the termination date, that the contract would extend for “an additional period of one year” and would “continue thereafter for (1) year periods unless 45 days written notice is given prior to the expiration.” Contract, ¶ 8.

8. Neither party has ever given the other party the required written notice of termination. Defendant claimed it “negated” the contracts it had with employees in January of 2023, but it never provided Plaintiff with written notice of termination of the contract.

9. The minutes of Defendant’s meeting on January 24, 2023 state:

- a. Clifton made a motion to adopt Resolution 06-23 defining employment status of exempt employees reporting to the Bourbon County Commission. Nelson seconded. All approved. Jim asked Justin to explain what this resolution means. Justin asked Jim to give some history on the topic. Jim stated that in the past, and still some current employees, are considered exempt. What that means is they don’t have a contract, they have a base pay that was agreed upon by the commission and the employee. They earn no vacation, but they can take vacation. It doesn’t accumulate on days as a regular employee does. I don’t want to use the word unlimited because I’ve never known anybody, we have some in other departments that are that way today. What this does is it changes the no contract for CFO, COO, Public Works Director and County Appraiser by state statute kind of, but also the Emergency Preparedness Director. There is no county employee that has a contract with the county commissioners. Clifton stated that we are just going back to what it was two years ago. Justin stated that this started 20 years ago, I wasn’t here, but I think you’re predecessor. Commissioner Fisher worked on this at length. To go back and build a vacation structure where you would have to pay for unused vacation time would cost the county close to 2 mils, about \$178,000. So, to attract good people you usually have to have some kind of vacation schedule so you have to pay it out but this Road and Bridge Director, I forgot his name, he got a pretty good chunk of change when he left so the commissioners at that time realized we couldn’t afford it. So this has all been a matter of trying to find qualified

people, build something that could potentially could be not abused, it hasn't yet, but this unlimited thing has always been a weird thing for me but it's worked and so without the money to have to pay off unused vacation time I think you're left with not a lot of options. This negates any contract the county has with any employee at this point. Those employees could leave with they wanted to. They could try to enforce our contract but it's going to be up to the chairman. He has the authority under this resolution to basically negotiate on behalf of the commission. Nothing can happen without the commission vote. Jim clarified that any action would come back to the full commission.

10. Plaintiff's contract provided that if it was terminated for reasons other than "any unethical or improper act involving personal gain" to her, she would be entitled to 120 days aggregate salary and her vacation and sick leave. Contract, ¶ 9.A.

11. The contract provided that if the county "at any time during the employment term, reduced the salary or other financial benefits of EMPLOYEE...or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the COUNTY COMMISSION that EMPLOYEE resign, then, in that event, the EMPLOYEE may, at her option, be deemed to be 'terminated' at the date of such reduction or such refusal to comply with the meaning context of the herein severance pay provision." Contract ¶ 9.B.

12. If Defendant takes the position that its January 24, 2023, resolution terminated the contract, it should have paid Plaintiff the severance.

13. Plaintiff disagreed that the Defendant could unilaterally "negate" the contract.

14. As the County prepared its 2024 budget, commissioners told Plaintiff they intended to omit Plaintiff's salary from the budget. When she objected, Commissioners suggested that she should run for office and if she did so, that "her salary would follow her."

15. Because she had been told that her salary was going to be eliminated from the budget and she had been told to run for office when she objected to that elimination, Plaintiff

received a “suggestion, whether formal or informal” that she leave her job. She registered to run for County Clerk in June of 2024, was elected County Clerk in November and remained in the Finance Director position until she took office on January 13, 2025. She also resigned because her salary was projected to be reduced to zero. Either or both reasons for termination would entitle her to 120 days severance pay, which was \$43,843.20.

16. Despite telling her that her salary would follow her to an elected position, Defendant did not continue to pay her the contractual salary but instead paid her an annual salary of \$15,000 less.

17. Plaintiff’s contract also provided that in addition to the vacation provided to other county employees, she would earn an extra 28 days of paid vacation **each year**, effective with the date of employment, which was December 1, 2021. Contract, ¶7.

18. The value of the 28 days paid vacation each year that was promised but not paid from 2021 through the present is \$40,920.32.

19. The vacation pay that Plaintiff was to have earned is “wages” as defined by K.S.A. 44-315, as is the \$15,000 in salary she was promised but not paid. The penalty for not paying wages when due is 100%.

20. Plaintiff repeatedly made a demand on the county for these sums between 2023 and 2024 and again in a letter from counsel in January 2025, but those demands have been wholly ignored.

#### COUNT ONE—BREACH OF CONTRACT

21. Defendant did not comply with its contractual obligations because it did not:

- Provide Plaintiff with the promised 28 days of additional vacation each year.

- Provide Plaintiff with the salary she was promised under the contract.
- Provide Plaintiff with the 120 days severance she was owed pursuant to the contract.
- Properly terminate the contract by notifying her in writing 45 days before the contractual anniversary.

22. Contractual damages are liquidated, which entitles Plaintiff to pre-judgment interest of 10% per annum pursuant to K.S.A. 16-201.

WHEREFORE, Plaintiff prays for judgment against Defendant for her breach of contract damages, for any equitable relief the court deems appropriate and for her costs and attorneys' fees.

#### COUNT TWO—KWPA CLAIM

23. Plaintiff is an "employee" and Defendant is an "employer" and Plaintiff's contractual right to her vacation pay and to her salary difference are "wages," pursuant to the Kansas Wage Payment Act, K.S.A. 44-313.

24. Defendant has failed to pay Plaintiff wages when due, including the vacation pay for years 2021-2024 and the \$15,000 a year salary she was promised as her salary if she ran for office.

25. K.S.A. 44-315(b) provides that if an employer willfully fails to pay an employee wages for eight days after payment is due, the employer must pay a penalty equal to 100% of what is owed. Defendant has willfully failed to pay Plaintiff what it promised and has failed to pay the 28 days per year vacation pay that was due her pursuant to her written contract. It owes her wages and a 100% penalty and pre-judgment interest on those sums.

WHEREFORE, Plaintiff prays for judgment against Defendant for the wages owed and for 100% penalty and for pre-judgment interest and any equitable relief the court deems appropriate and for her costs and attorneys' fees.

Respectfully submitted,

HITE, FANNING & HONEYMAN L.L.P.

By /s/ Gaye B. Tibbets

Gaye B. Tibbets #13240

*Attorneys for Plaintiff*

Start Date: 12-2-21

# EXHIBIT 1

## FINANCE DIRECTOR

### EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of November, 2021 by and between BOURBON COUNTY COMMISSIONERS, KANSAS, (hereinafter referred to as "County"), and SUSAN BANCROFT, (hereinafter referred to as "EMPLOYEE"), both whom understand as follows:

WHEREAS, the COUNTY desires to employ the services of SUSAN BANCROFT as the County Finance Director of Bourbon County, Kansas.

WHEREAS, the SUSAN BANCROFT, having accepted employment as Finance Director for Bourbon County, Kansas and the County Commission desiring to clearly establish conditions of employment and working conditions, it is hereby mutually agreed as follows:

#### WITNESSETH:

1. DUTIES. COUNTY hereby engages EMPLOYEE as Finance Director of Bourbon County, Kansas, and EMPLOYEE hereby accepts said employment to perform the functions and duties specified by the Bourbon County Commissioners that are legally permissible and proper duties and functions as the County Commission shall from time-to-time assign. County Commission appoints SUSAN BANCROFT as Finance Director and may remove her at any time subject to the provisions of this Agreement.
2. COMPENSATION. COUNTY agrees to pay EMPLOYEE for her services at an annual base salary rate of Ninety-Five Thousand and zero Cents (\$95,000) payable in installments at the same time as other employees of the COUNTY are paid. COUNTY agrees to increase said base salary and/or other benefits of EMPLOYEE in such amounts and to such an extent as the County Commission may determine on the basis of an annual review of said EMPLOYEE made at the same time as similar consideration is given to other employees generally.
3. DUES. The COUNTY agrees to budget and pay the professional dues and subscriptions of EMPLOYEE necessary for her continuation and full participation in national, regional, state and local associations and/or organizations necessary and desirable for her continued professional participation, growth, advancement, and good of the COUNTY. County 2B
4. PROFESSIONAL DEVELOPMENT. The COUNTY hereby agrees as follows:
  - A. To budget for and to pay the travel and subsistence expense of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and adequately pursue necessary official and other functions for COUNTY including, but not limited to, the annual conference of the Government Finance Officers Association of Kansas, Kansas Association of Counties and for such regional, state, and local governmental groups and committees thereof which EMPLOYEE serves as a member. All expenses shall be itemized on COUNTY expense vouchers and any expenditure for lodging and other expenses shall be accompanied by a receipt.
  - B. To budget and pay for the travel and subsistence expense of the EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the COUNTY.

5. HEALTH INSURANCE. The COUNTY agrees to pay the cost for a single coverage to the EMPLOYEE.

6. SICK LEAVE. The COUNTY agrees to provide two (2) weeks sick leave per calendar year.

7. VACTION AND OTHER BENEFITS. The COUNTY agrees to provide twenty-eight (28) days of paid vacation each year effective with the date of employment. Other vacation days will be accrued in the same fashion as other County employees under the fringe benefit package offered to the County employees (eight (8) hours each month).

8. TERM. The term of this agreement for compensation is for one (1) year but EMPLOYEE agrees to remain in the exclusive employ of the COUNTY from December 1, 2021 until December 1, 2025. The EMPLOYEE shall neither accept nor become employed by any other employer until said termination date. The EMPLOYEE shall not devote any time to teaching, consulting, or other non-county connected business without the express prior approval of the County Commission.

In the event written notice is not given by either party to this contract to the other forty-five (45) days prior to the termination date as hereinabove provided, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said contract shall continue thereafter for (1) year periods unless forty-five (45) days written notice is given prior to the time of expiration.

9. TERMINATION AND SEVERANCE PAY.

A. In the event EMPLOYEE is terminated by the COUNTY COMMISSION before the expiration of this agreement, the COUNTY agrees to pay EMPLOYEE a lump sum cash payment equal to one hundred twenty (120) days aggregate salary, and accumulated vacation, and sick leave; provided, however, that in the event EMPLOYEE is terminated because of any unethical or improper act involving personal gain to her, then, in that event, the COUNTY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event the COUNTY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all COUNTY employees, or in the event the COUNTY refuses, following written notice, to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the COUNTY COMMISSION that EMPLOYEE resign, then, in that event, EMPLOYEE may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning in context of the herein severance pay provision.

C. In the event the EMPLOYEE decides to voluntarily resign her position, before the expiration of the aforesaid term of employment, said EMPLOYEE shall give the COUNTY at least forty-five (45) days advance notice in writing of her intention to resign, unless otherwise agreed to by the parties. The EMPLOYEE will not be entitled to the 120 days severance pay under Paragraph 9 in the event of resignation except she shall be paid for all of her unused sick leave and vacation time.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The COUNTY shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the County's policy or any other law.

B. The COUNTY agrees to pay EMPLOYEE'S reasonable dues in the civic organization of EMPLOYEE'S choice provided, however, that nothing beyond membership dues shall be paid. Costs of any meals, special assessments, or any other club assessment, except membership dues, shall be compensated by the COUNTY.

C. Pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, if EMPLOYEE is sued pursuant to said act, defense of the EMPLOYEE shall be provided pursuant to K.S.A. 75-6108, as amended.

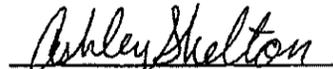
D. The text herein shall constitute the entire agreement between the parties. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

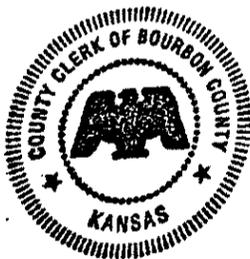
E. This agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of the EMPLOYEE.

IN WITNESS WHEREOF, The COUNTY, has caused this agreement to be signed and executed on its behalf by its chairman and duly attested to by its County Clerk, and the EMPLOYEE has signed and executed this agreement, both in duplicate, on the date and year first above written.

THE BOURBON COUNTY COMMISSION, KANSAS

By:   
Lynne Oharah, Chairperson  
(COUNTY-EMPLOYER)

  
Ashley Shelton, County Clerk



By:   
SUSAN BANCROFT

IN THE DISTRICT COURT OF BOURBON COUNTY, KANSAS

SUSAN WALKER f/k/a SUSAN  
BANCROFT,

Plaintiff,

Case No. BB-2025-CV-000015

vs.

BOARD OF COUNTY COMMISSIONERS  
OF BOURBON COUNTY, KANSAS,

Defendant.

**DEFENDANT BOURBON COUNTY'S  
MOTION TO SET ASIDE DEFAULT JUDGMENT**

COMES NOW Defendant Board of County Commissioners of Bourbon County, Kansas ("Defendant"), by and through the undersigned counsel, and for its Motion to Set Aside Default Judgment pursuant to K.S.A. 60-260(b), states as follows:

1. Plaintiff obtained default judgment on May 8, 2025, by order of this Court.
2. Plaintiff alleges she served Defendant on March 3, 2025, by certified mail to the County Treasurer Patty Love.
3. Defendant was notified of the judgment by virtue of counsel for Plaintiff emailing the County with the judgment attached and seeking to negotiate collection of the judgment.
4. However, service by certified mail was signed for by an employee of the County and was not subsequently given to the treasurer.
5. Additionally, the Petition was never received by the Bourbon County County Counselor.
6. Upon receipt of the Judgment from Plaintiff's counsel, the Defendant promptly notified its attorney, who then reached out to the undersigned seeking assistance in this matter.

7. K.S.A. § 60-304(d) dictates that service on counties can only be accomplished “by serving one of the county commissioners, the county clerk or the county treasurer.” However, the return of service shows it was accepted not by the treasurer, but by another employee of the County. Accordingly, service was never properly effectuated.

8. Kansas law is unequivocal that an answer is only required upon receipt of service of the summons and the petition, and that notice, or knowledge of a lawsuit *must* come from the process of service. Because service was never effected on Defendant, the default judgment should be set aside, and personal jurisdiction should be deemed to have attached on the date on which undersigned counsel entered his appearance in the case.

9. However, if Defendant was required to respond to the Petition based on proper service, its inaction was the result of mistake, inadvertence, surprise, or excusable neglect.

10. “The Kansas Supreme Court has said that excusable neglect, for the purposes of K.S.A. 60-260(b)(1), ‘is not susceptible to clear definition. What constitutes excusable neglect under the statute must be determined on a case-by-case basis under the facts presented.’” *Morton Cty. Hosp. v. Howell*, 51 Kan. App. 2d 1103, 1112 (2015) (quoting *Jenkins v. Arnold*, 223 Kan. 298, 299 (1978)). However, “[i]nexcusable neglect’ is closely akin to ‘reckless indifference.’ It implies something more than the unintentional inadvertence or neglect common to all who share the ordinary frailties of mankind.” *Jenkins*, 223 Kan. at 299.

11. In the present instance, Counsel was unaware there was a lawsuit pending in district court, and therefore could not adequately defend the County’s interests. It is clear that while the petition was received by an employee of the County, the petition was never forwarded to the treasurer or counsel for the County. Compounding the issues further is the fact that Plaintiff is the elected Clerk of the County – and is the person that normally would address lawsuits filed on

behalf of the County and ensure that counsel was properly notified. Because this situation is unusual, any mistake or neglect should be considered excusable.

12. Additionally, “[t]he exercise of judicial discretion requires that a judge have due regard for what is just and fair under existing circumstances and that he not act in an arbitrary, fanciful, or unreasonable manner.” *Jenkins v. Arnold*, 223 Kan. 298, 299 (1978).

13. Setting aside the default judgment in this case would be just and fair, given the Defendant was not served in accordance with Kansas law. This deprived the Defendant of the opportunity to respond to the allegations against it, as it never properly received those allegations. Moreover, the Defendant was not aware that Plaintiff even moved for default judgment, as Plaintiff did not serve that, or any other, motion on the Defendant.

14. Kansas Supreme Court Rule 118(d) also mandates “the party seeking relief must notify the party against whom relief is sought of the amount of money for which judgment will be taken. Notice must be given by return receipt delivery, or as the court orders, at least 14 days before the date judgment is sought.” Defendant never received the required notice, and therefore entry of the Default Judgment was procedurally improper.

15. Moreover, Kansas courts have found that both a “meritorious defense” and “the premise that the law disfavors default judgments . . . fit within the category of ‘any other reason justifying relief.’” *Garcia v. Ball*, 303 Kan. 560, 567 (2015).

16. Defendant states it has a meritorious defense to the claims contained in Plaintiff’s Petition. Defendant denies the allegations contained in Plaintiff’s Petition, asserts that Plaintiff failed to perform under an express contract and asserts failure of consideration under the express contract.

17. In Kansas, “[d]efaults are not favored in law but become necessary when the inaction of a party frustrates the orderly administration of justice.” *Jenkins*, 223 Kan. at 299, 573 P.2d at 1016. The Supreme Court of Kansas has observed that it is well established that “the law dislikes default judgment.” *Garcia*, 303 Kan. at 568. “The section of the Kansas Code of Civil Procedures permitting entry of a default judgment is a deterrent to the strategy of delay.” *Reliance Ins. Companies v. Thompson-Hayward Chem. Co.*, 214 Kan. 110, 116, 519 P.2d 730, 734 (1974).

18. There was no strategy of delay here, Defendant simply was never aware Plaintiff filed any allegations in this case. The moment Defendant became aware Plaintiff filed a complaint, the undersigned counsel was notified, he reviewed the relevant documents, and entered his appearance. Defaults are necessary when a party refuses to act. Here, Defendant was unaware that any action was required.

19. Finally, “[i]n determining whether to set aside a default judgment, a court should resolve any doubt in favor of the motion so that cases may be decided on their merits.” *Jenkins*, 223 Kan. at 299, 573 P.2d at 1016. Should there be any doubt about whether service was proper, whether neglect in this instance was excusable, or whether setting aside default is the fair outcome in this instance, those doubts should be resolved in favor of the Defendant.

WHEREFORE Defendant Board of County Commissioners of Bourbon County, Kansas respectfully prays this Court for an Order setting aside Default Judgment, and for any further such relief as the Court deems just, fair and appropriate.



Time line:

- 11-30-2021 Susan Bancroft (Walker) signs her contract after being terminated from the City of Ft Scott. At that time she was also doing work for Bourbon County on a part time basis and after Ft Scott let her go she went full time with Bourbon County. She started full time work on Dec 1<sup>st</sup> of 2021 as Bourbon County Chief Financial Officer (CFO).
- 06-07-2022 [REDACTED] signed his contract with Bourbon County for the position of Chief Information Officer (CIO).
- 06-17-2022 [REDACTED] signed his contract with Bourbon County for the position of Public Works Director.
- 01-23-2023 the Board of County Commission (BOCC) voids contracts with Bancroft, [REDACTED] [REDACTED]
- 01-01-2023 Susan Bancroft takes control of Payroll and Benefits after being approved by the BOCC to make this part of her position of
- 01-27-2023 Bancroft, [REDACTED] and [REDACTED] were paid for vacation and sick time after approval of the BOCC. These calculations were figured by Bancroft and submitted to the BOCC for approval. Total payout for all three was \$4,917.95 (Bancroft), \$8,670.36 [REDACTED] and \$7,027.37 [REDACTED] for a grand total of \$20,615.68.
- 01-27-2023 all three accepted proceeds of the agreed vacation/sick payout for termination of contract and agreed that they would return to salaried employees. Thus understanding that there is no accrual of vacation/sick time as it has been for salaried employees in Bourbon County.
- 02-24-2025 Susan Walker (Bancroft) files suit against county for breach of contract.
- 05-08-2025 Susan Walker (Bancroft) is awarded Default Judgment in the sum of over \$199,000.00
- 05-14-2025 Motion to set aside the Default Judgment due to service of Notice to Appear for Hearing.
- Jun 2025 BOCC dissolved the Bourbon County IT Department. [REDACTED] was laid off of work and [REDACTED] was terminated.
- 07-14-2025 Susan Walker calculates payout numbers for payout for [REDACTED] (Susans husband) gives them to [REDACTED] to send numbers to BOCC for approval. 1<sup>st</sup> email at 1015 AM for the sum of \$72,100.58 "per contract. 2<sup>nd</sup> email at 3:15 PM for the sum of \$65,056.69 again per contract.
- 07-28-2025 [REDACTED] last paycheck was questioned by the BOCC and it was determined that he had been over paid by \$1,000.00 this would have been for 06-19-2025 payroll. [REDACTED] stated that the County Councilor signed off on the payment. When [REDACTED] was questioned she stated that the BOCC would need to talk to Susan because she [REDACTED] works for her.
- 07-29-2025 [REDACTED] received check with overpayment.

- 07-?-2025 phone conversation between Milburn and [REDACTED] states that Bancroft supplied her with the figures for the payout of [REDACTED] and [REDACTED] and then instructed [REDACTED] to emails them to the BOCC of approval.

BOURBON COUNTY  
CLERK & ELECTION OFFICER

Susan Walker

March 16, 2026

Members of the board and members of the public,

I welcome a review of the attached documents and the claims that have been made against me and my office. **Transparency** is not something I fear, it is something I have always supported. If a review uncovers minor clerical errors, we will address them just as any responsible office would. But let me be absolutely clear: **you will not find manipulation of numbers, and you will not find my office illegally processing payments.**

What you will find instead is that the accusations being made against my office and my staff are unfounded.

Making false allegations, especially to law enforcement, is not a political tactic. It is a serious matter. Filing false reports, making knowingly false statements, or providing false testimony can carry significant legal consequences, including criminal charges, fines, and civil liability for defamation and damages.

A document from your legal counsel to the Attorney General has been distributed on social media accusing my office and employees past and present of “likely” criminal activity. Mr. Tran you stated you have “empirical” evidence. Tonight, I am providing “irrefutable” evidence available to the public. It contains documentation and evidence demonstrating that my office and my employees are being falsely accused of criminal conduct.

I also possess a recording that directly supports the innocence of my former deputy. If necessary, that evidence can be presented. My goal, however, is not to turn this into a spectacle. My goal is for the truth to be acknowledged and for this board to focus on governing responsibly rather than continually attacking me.

These kinds of claims are not only distracting, but they also undermine the integrity of this board and the work that needs to be done for the public.

My office and another county office have been subjected to repeated attacks and scrutiny, and we are the only offices that have experienced budget cuts. At the same time, I continue to carry out the statutory duties required of the Clerk – contrary to what some have been led to believe. The three of you removed responsibilities that are not my statutory duty from my office not because I refused to perform them, but because you chose to take control of them.

210 S National Avenue  
Fort Scott, KS 66701  
OFFICE: (620) 223-3800 Ext. 191  
CELL: (620) 644-7927  
countyclerk@bourboncountys.org

BOURBON COUNTY  
CLERK & ELECTION OFFICER

*Susan Walker*

Despite the political rhetoric and the accusations, I will continue to do my job. I will continue to follow the law, fulfill my statutory duties, and serve the public with transparency and integrity.

If this board wishes to proceed with audits, investigations and reviews, I suggest reviewing the attached documents giving a full account of the events that took place. My office carried out the duties of these payments and made corrections when necessary. If there is any question it is what happened after the approval was given to my clerk to process the payment. There would be no reason for us to believe that a document had not been signed.

I am calling for collaboration again like I did in October of 2025 between this board and my office and to knock off the pomposity and move forward.

I have a recording that can be played now, but I would suggest it be played in executive session.

---

**Timeline of events – Accusation # 1 Payout to Employee**

July 15, 2025 – Email to Dr. Cohen after employee 45-day resignation notice regarding payout. Information requested by Dr. Cohen by phone. (attached)

August 25, 2025, through September 7, 2025 – County Clerk on vacation with limited access to email or phone to visit a failing family member in Washington State.

August 29, 2025 – Payroll Clerk notifies Dr. Cohen, County Counselor Bob Johnson, David Beerbower, Mika Milburn-Kee, and Sam Tran regarding payout calculations to run payroll the following week. She also confides in previous County Clerk, Jennifer Hawkins on how to properly handle the situation since the current county clerk was out of the office on vacation. She advised to document and request in writing the approvals. (attached)

September 1, 2025 – Dr. Cohen responds to Payroll Clerk that the commission has elected to disregard the payout calculations and instead opted for making a payment outside the accruals and that he will let the Payroll Clerk know if he accepts the offer. (attached)

September 2-4, 2025 – Payroll is calculated and processed by the payroll clerk. (short payroll week due to the holiday on the 1<sup>st</sup> – requiring timely notice) All ACH files must be to the bank by 9/4/25 at 4:00 PM for release on 9/5/25.

September 2, 2025 – Payroll Clerk contacts Dr. Cohen to see if employee has accepted their offer and is there a timeframe for payment. (attached)

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BOURBON COUNTY  
CLERK & ELECTION OFFICER

*Susan Walker*

September 2, 2025 – Payroll Clerk sends register to County Clerk to review. County Clerk calls payroll clerk with some minor changes to the register and asks that she keep her apprised of the decision on employee payout. (attached)

September 3, 2025 – Payroll Clerk again contacts Dr. Cohen regarding employee's payout. Dr. Cohen sends email to Payroll Clerk at 8:02AM stating employee has accepted the offer of \$20,000 and says that they are presenting him with an agreement. Phone recording where Dr. Cohen offers on behalf of the commission the gesture from the commission of a "severance", "good job", "bonus" – whatever they want to call it.

September 3, 2025 – Preliminary payroll register sent to County Counselor, David Beerbower, Mika Milburn-Kee and Sam Tran to review with employee's \$20,000 payout included at 11:45AM. (attached)

September 4, 2025 – Dr. Cohen contacts payroll clerk on her personal cell phone at 11:07AM with direction to payout employee \$20,000 on the 9/5/25 paycheck. (attached) The County Clerk's office would not receive any documentation since this was a legal document. All she was given was verbal directions from Dr. Cohen to cut the check.

September 5, 2025 – Payroll is issued.

September 8, 2025 – Commission approves payroll with no questions as reflected in the minutes and signed by all three commissioners. County Counselor Bob Johnson signed a separate log approving all accounts payable and payroll registers for 2025. (attached)

October 1, 2025 – County Clerk submits KOMA complaint against Mika Milburn-Kee to Attorney General for an email sent to all commissioners on 09/29/25. (attached)

October 7, 2025 – Emergency Special Commission Meeting called at 8:15AM. County Clerk is out of the office and Deputy Amber Page conducts the meeting. (Minutes attached)

Executive sessions for non-elected personnel with David Beerbower and Mika Milburn-Kee, and Steve Cohen and Bob Johnson by phone.

Previous County Treasurer enters meeting telling Deputy Clerk that she has what Mika Milburn-Kee is needing for their executive session.

Returned to executive session for non-elected personnel with David Beerbower, Mika Milburn, Bob Johnson, Dr. Cohen and Jacob Bielenburg.

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BOURBON COUNTY  
CLERK & ELECTION OFFICER

*Susan Walker*

Mika Milburn-Kee moves to give Jennifer Hawkins access to payroll and accounts payable by the end of day.

October 8, 2025 – County Clerk submits a complaint to the Attorney General regarding meeting held where she is discussed in executive session without being present violating statute. (attached)

October 13, 2025 – Employee is contacted by County Counselor for the first time to sign an agreement with Bourbon County regarding his payout of which the document can be obtained from said Employee if they choose to release. (attached)

October 16, 2025 – Payroll Clerk is asked to provide information to Dr. Cohen regarding the payout for employee. She provides phone call screenshots to Dr. Cohen, Bob Johnson, County Clerk, David Beerbower, Mika Milburn-Kee and Sam Tran. (attached)

October 23, 2025 – Response from County Clerk for a call of Collaboration to Commission after negative comments by Commission regarding financial controls and statutory duties. (attached)

November 20, 2025 – County Clerk submits KOMA violation to Attorney General for a serial meeting between Dr. Cohen and the Commission discussing Longevity. (attached)

November 20, 2025 – Email to David Beerbower concerning Longevity with no response. Dr. Cohen sends threatening email to County Clerk. (attached)

November 21, 2025 – County Clerk responds to Dr. Cohen regarding Longevity. (attached)

November 24, 2025 – County Legal Representative responds to Attorney General Allegations (which is still an open case). County Clerk was not aware of the response nor the criminal accusations until a KORA request was made by a citizen on 02/27/26 and released by County Counselor, Bob Johnson directly to the citizen on 3/1/26. (attached)

March 2, 2025 – County Attorney verifies to the County Clerk that he will not be pursuing the investigation.

**Timeline of Events Accusation #2 – Shane Walker Substantial Overpayment**

Shane Walker was laid off on July 9, 2025. Shane was paid for five days of pay rather than 3 days. With an hourly rate of \$42.60 Mr. Walker was overpaid \$681.60 but the payment was pulled back and corrected once the payroll clerk was apprised of the issue on 07/29/25.

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BOURBON COUNTY  
CLERK & ELECTION OFFICER

*Susan Walker*

- The Pay date for this payroll was 07/25/25.
- The Commission received notice of the payroll on 07/22/25 to review and identify issues before payroll processed.
- Mika Milburn-Kee notifies the payroll clerk on 07/29/25 with issues regarding Mr. Walker's pay.
- County Clerk is made aware of the issue and contacts HR about what has happened.
- County Clerk asks for an executive session with the Commission regarding the process of payroll and not receiving termination paperwork timely for my payroll clerk. I also asked for some "Grace" due to the lack of communication between HR and my payroll clerk as I dealt with figuring life out with the layoff of my husband and his health.
- County Clerk sends email to Dr. Cohen recapping the events. (attached)
- Email from Payroll Clerk regarding Payroll processes and asking for an opportunity to work together. (attached)

Any other accusations are opinion based and I will not respond to opinions.

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CELL: (620) 644-7927  
countyclerk@bourboncountyks.org

**County Clerk**

---

**From:** County Clerk  
**Sent:** Tuesday, July 15, 2025 11:28 AM  
**To:** steve@oncallhrgroup.com  
**Cc:** David Beerbower  
**Subject:** Eric Bailey Payout

Dr. Cohen,

Here is the amount for Eric Bailey to payout his contract at the end of his 45 days. If for some reason he is replaced before August he would have 8 hours less in pay for Sick Leave Accrual.

**Eric Bailey Contract Payout Calculations**

Date of Hire: 10/1/2020

Hourly Rate = \$33.72 Annual Pay \$70,137.60

Eric Bailey	2023	2024	2025	Comments
Sick Leave Hours Accrued	96	96	64	12 Days per Year and No cap per September 26, 2008 Mi
Vacation C/O Accrued	224	224	224	Per contract
Vacation Hours Accrued			120	Earns 20 days each year that must be used by EOY
Total Hours Accrued	<u>320</u>	<u>320</u>	<u>408</u>	

	Hours	Total Due
Total Vacation/Sick Due	1048	<u>\$ 35,338.56</u>
		<u>\$ 35,338.56</u>

*Susan E. Walker*

Bourbon County Clerk  
210 S National Avenue  
Fort Scott, KS 66701

620.223.3800 X 191  
620.644.7927 Direct Line

E. Bailey



AP

To: stevecohen82@gmail.com; Bob Johnson <bob@jvpallaw.com>

Cc: County Clerk; David Beerbower

Bcc: Mika Milburn-Kee; Sam Tran



Reply

Reply all

Forward



Fri 8/29/2025 9:25

You forwarded this message on Thu 2/19/2026 9:44

View conversation



E. Bailey Term.pdf

115 KB



Attached is the payout calculations I have received, payroll will be ran next week. I am sending for approval.

Respectfully,

*Sefena Williams*

Deputy Clerk/Accounts Payable

210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156



Reply



Reply all



Forward

## County Clerk

---

**From:** Steve Cohen <stevecohen82@gmail.com>  
**Sent:** Monday, September 1, 2025 11:38 AM  
**To:** AP  
**Cc:** bob@jvpalaw.com; County Clerk; David Beerbower  
**Subject:** Re: E. Bailey

Some people who received this message don't often get email from stevecohen82@gmail.com. [Learn why this is important](#)  
Thank you. The Commission has elected to disregard this and opted instead for making a payment outside the accruals. I will let you know if he accepts the Commission's offer and what the number is. Hope you had a good weekend. steve

On Fri, Aug 29, 2025 at 9:25 AM AP <[ap@bourboncountyks.org](mailto:ap@bourboncountyks.org)> wrote:

Attached is the payout calculations I have received, payroll will be ran next week. I am sending for approval.

Respectfully,

*Selena Williams*

Deputy Clerk/Accounts Payable

210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156

--

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

210 SW Market St #101

## County Clerk

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**From:** County Clerk  
**Sent:** Tuesday, September 2, 2025 11:58 AM  
**To:** AP  
**Subject:** Re: Payroll 9.5.25

Looks good. Let me know what they decide on Eric.

Sent from my iPhone

On Sep 2, 2025, at 9:46 AM, AP <ap@bourboncountyks.org> wrote:

I have attached everything for the payroll for 9.5.25, if there is anything else you need to approve let me know. I am still waiting on the payout for E. Bailey, I sent out an email this morning asking for it again.

Respectfully,

*Selena Williams*

Deputy Clerk/Accounts Payable  
210 S. National  
Fort Scott, KS 66701  
Phone: (620)223-3800 Ext. 102  
Cell: (469)383-4156

<rTCPlusTimeImportRpt.pdf>  
<Payroll Detail-2025-09-02-07-52-15.pdf>  
<rPayrollReg 3 REVIEW.pdf>  
<To Do List 9.5.25.pdf>

---

Re: E. Bailey

---

From Steve Cohen <stevecohen82@gmail.com>

Date Wed 9/3/2025 8:02

To AP <ap@bourboncountyks.org>

Salena, he has **accepted the offer**. As soon as he signs the agreement document I can let you know to cut the check. Thank you. Hope you had a nice holiday weekend. Steve

On Tue, Sep 2, 2025 at 9:45 AM AP <ap@bourboncountyks.org> wrote:

Do we have a time frame on when we will know if Eric is accepting the offer? As well as when will I receive the documents supporting, to complete payroll.

Respectfully,

*Selena Williams*

Deputy Clerk/Accounts Payable

210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156

**From:** Steve Cohen <stevecohen82@gmail.com>

**Sent:** Monday, September 1, 2025 11:38 AM

**To:** AP <ap@bourboncountyks.org>

**Cc:** bob@jypalaw.com; County Clerk <countyclerk@bourboncountyks.org>; David Beerbower <dbeerbower@bourboncountyks.org>

**Subject:** Re: E. Bailey

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Respectfully,

*Selena Williams*

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210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156

--

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

210 SW Market St #101

Lee's Summit, MO 64063

913.927.0229 (cell)

--

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

210 SW Market St #101

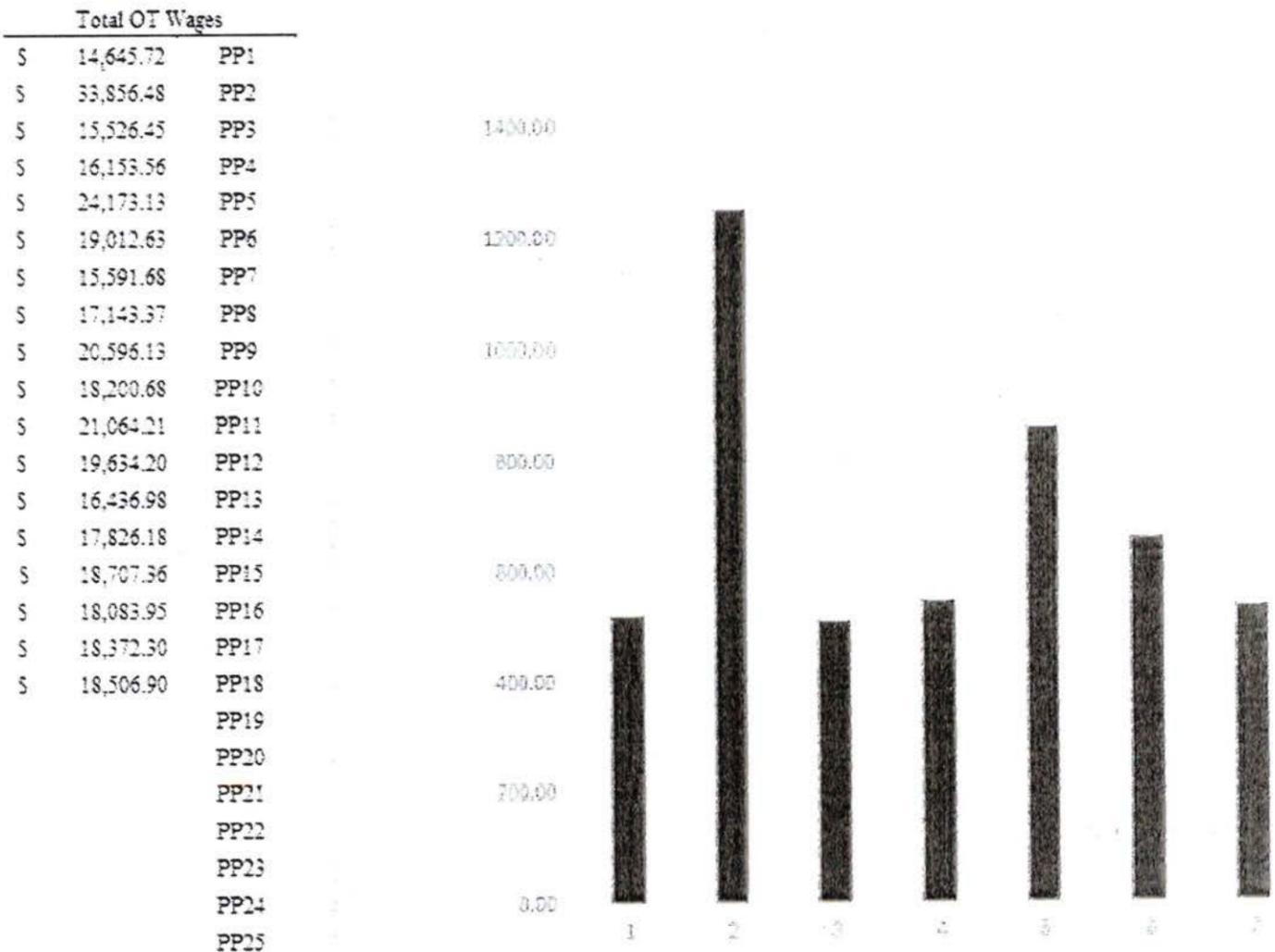
## County Clerk

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**From:** AP  
**Sent:** Wednesday, September 3, 2025 11:45 AM  
**To:** David Beerbower; bob@jvpalaw.com  
**Cc:** County Clerk  
**Subject:** Payroll 9.5.25  
**Attachments:** rCICEarnedHoursByType.pdf; rWagesByDept.pdf

Payroll 9.5.25.

Departments	1	2	3	4	5	6	7	8	9	10
Appraiser		1.25	1.00			0.50	0.25			
IT										
Treasurer		0.25				0.50				3.
Bailiff		0.33								
ROD										
R&B Nox Weed	33.25	445.50		0.50	165.00	2.00	2.00			
Clerk		2.33	1.18		5.00	10.59	6.00	26.00	19.92	
Custodial		12.50	5.25	9.25	11.25	10.50	10.50	10.50	5.50	
Attorney		29.25	13.25	14.00	12.75	1.00	1.50	4.50	2.50	0.
Corrections	77.90	165.31	53.94	48.44	54.95	34.33	19.65	12.00	41.31	45.
Sheriff	77.00	226.75	54.67	169.67	194.25	173.25	154.17	153.85	196.92	86.
Commision										
Ambulance	333.67	370.50	382.75	309.00	419.66	430.74	347.00	374.33	423.50	489.
Pay Period Totals	521.82	1253.97	512.04	550.86	862.86	663.41	541.07	581.18	689.65	626.



Respectfully,

*Selena Williams*

Deputy Clerk/Accounts Payable

210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156

# Employee Hourly Breakdown

From 9/5/2025 To: 9/5/2025

Dept:

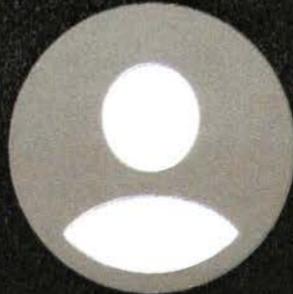
Cost Center:

Emp:

Emp ID	Name	Hours	Amt	Check Dept	Default Department Desc
[REDACTED]	[REDACTED]			24	AMBULANCE
<b>375-24 AMBULANCE</b>					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>Total Hours / Amt By Cost Center:</b>		[REDACTED]	[REDACTED]		
<b>Total Hours / Amt By Emp:</b>		[REDACTED]	[REDACTED]		
BAIER01	BAILEY, ERIC W			40	PUBLIC WORKS
<b>220-00 ROAD &amp; BRIDGE</b>					
	ALG - LONGEVITY	0.000	\$3.75		
	PSA - REG. SALARY PAY	1.000	\$2,697.60		
	VAPO - VACATION PAYOUT NO	1.000	\$20,000.00		
<b>Total Hours / Amt By Cost Center:</b>		2.000	\$22,701.35		
<b>Total Hours / Amt By Emp:</b>		2.000	\$22,701.35		
[REDACTED]	[REDACTED]			40	PUBLIC WORKS
<b>220-00 ROAD &amp; BRIDGE</b>					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
<b>Total Hours / Amt By Cost Center:</b>		[REDACTED]	[REDACTED]		
<b>Total Hours / Amt By Emp:</b>		[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]			07	CUSTODIANS

1:01

5G



KANSAS CITY, KS

+1 (913) 927-0229



message



call



video



mail



pay

September 4, 2025

11:07 AM **Incoming Call**  
3 minutes

Share Contact

Create New Contact

Add to Existing Contact

## Add to Existing Contact

# Add to Emergency Contacts

Respectfully,

*Selena Williams*  
Deputy Clerk/Accounts Payable  
210 S. National  
Fort Scott, KS 66701  
Phone: (620)223-3800 Ext. 102  
Cell: (469)383-4156

**Payroll Register**

Bourbon County

Check date: 9/5/2025

8/17/2025 To 8/30/2025

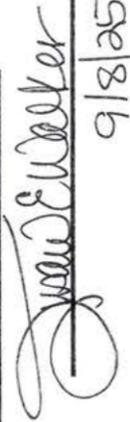
Dept EMP # EmployeeName

Categ Rate Hours Amount MTD YTD

Type	Current	YTD	Hours
Deductions:	\$71,020.53	\$1,068,644.77	
Earnings:	\$226,605.25	\$3,081,171.41	8654.97
Benefits:	\$99,867.91	\$1,507,458.24	

County Clerk Availability of Funds:

Approved and Allowed by County Commissioners:

  
9/8/25 County Clerk

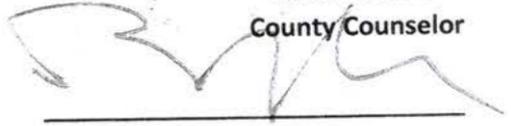
 Chairman  
 County Commissioner  
 County Commissioner



## County Counselor Approval of Payroll & Accounts Payable Bills

This is to certify that the County Counselor of Bourbon County, Kansas has viewed the county's 2025 expenses and hereby approves them for 2025.

Robert Johnson  
County Counselor



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Attest:



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County Clerk

September 8, 2025

Monday, 5:30 p.m.

The Board of Bourbon County **Commissioners** met in open session with Commissioners **Beerbower**, Tran, and Milburn, County Counselor Bob Johnson, and County Clerk Susan Walker present.

**Gregg Motley**, Joseph Smith, Teri Hulseley, Marlon Merida, Jason Silvers, Clint and Rachel Walker, Jennifer Wiggans, Haylea Evans, John Lowry, Kyle Parks, Mike Wunderly, Dale Griffiths, Anne Dare, and Lora Holdridge were present for some or all of the meeting.

David opened the meeting with the flag salute and led the prayer.

David suggested setting time limits to the meetings. Meetings will start at 5:30, as already established and will run to 7:30, at which time the Commissioners will evaluate and table topics as needed to future meetings. Susan asked that the Commissioners let her know by Thursday each week which topics they want on the agenda so that she can try and streamline her process to send the agenda out only once, instead of having to send out multiple revised agendas. Sam commented that he thinks they should have all the information on a topic in front of them prior to putting it on the agenda.

David moved to adopt the following meeting procedures: Start meetings at 5:30 PM and follow the agenda to 7:30, moving anybody that travels to the top of the agenda. Setting the agendas before adjourning for the next week's meeting and otherwise will adjourn at 7:30 PM. Sam seconded and all approved.

Mika asked that the Salary Resolution be moved up underneath consent agenda. David moved to approve the agenda as corrected. Sam seconded and all approved.

David moved to approve the minutes from 8-25-25 and 8-29-25 as corrected. Sam seconded and all approved.

Susan discussed concerns with the Salary Resolution.

**David moved to approve the consent agenda: Accounts Payable for 9-5-25 totaling \$308,641.44, Payroll for 9-5-25 totaling \$326,473.16, Approval of Resolution 31-25 Salary Resolution for Elected and Appointed Officials voted and approved on 8-11-25. Mika seconded and all approved.**

Lora Holdridge, Register of Deeds, discussed concerns she has about her budget being cut, and that one of her employees would be cut to part-time. She asked the Commissioners if 20-hours of that employees pay came from the general fund and she paid the other 20-hours from her tech fund, if the county would still pay her benefits and holiday pay. It was decided to table this topic until next week's meeting as the Commissioners believe an executive session is needed to discuss it further.

Lora then discussed 95<sup>th</sup> and Unique Rd. She said, in July of 2021, Eric said that they would maintain 1,057 feet of the driveway. Lora said the landowner used to drive a bus so the county used to do his whole entire driveway. The landowner to the north has access, he is not landlocked, but Security 1<sup>st</sup> needs to have a resolution to be in Lora's books so they can do title insurance. They cannot go off the minutes. They need a resolution. County Counselor, Bob Johnson, questioned why the county needed to do this. Mika helped explain more details. The Commissioners, with advice from Bob, decided against doing a resolution to have the county maintain the driveway. They feel that it is not in the best interest of the county or the taxpayers.

David moved to go into executive session pursuant to KSA 75-4319(b)(1) to discuss personnel matters of individual non-elected personnel to protect their privacy for job performance. The session will include the three Commissioners and County Counselor Bob Johnson and they will return at 6:45 PM. Mika seconded and all approved.

David said "Return to session with action" at 6:45 PM. Mika seconded and all approved.

Sam made a motion for the Commission to allow him to engage Dr. Cohen on an issue for administrative action. Mika seconded and all approved.

David moved pursuant to KSA 75-4319(b)(2) for consultation with an attorney for the public body of the agency which would be deemed privileged in the attorney client relationship for 10-minutes with the three Commissioners and the County Counselor to return at 7:00 PM. Sam seconded and all approved. David moved to return back to session at 7:01 PM. Sam seconded and all approved.

Public Comments:

Mike Wunderly wanted to thank the gentleman that mowed 135<sup>th</sup> and Poplar Road.

The Commissioners discussed Union Street from 125<sup>th</sup> to Highway 31. For the county to take maintenance responsibility back from the City of Mapleton, it will cost 700 tons which is roughly \$36,729 to pave. Clint Walker spoke and said it is a very traveled road and is a school bus route.

Sam motioned for himself to be allowed to talk to public works and if we have the asset, manpower and material to do it, that we be allowed to do it. David added that Sam also talk to the Mapleton Mayor. David seconded the motion. Mika wanted further discussion and said that she believes we got the bridge grant, but we need to come up with \$100,000 to match it. She said she thinks Sam should see what the City of Mapleton can put towards the cost of fixing the road before he makes a motion. Sam pulled his motion and the topic was tabled until next week's meeting.

David spoke of an email he had received on August 27<sup>th</sup> from Nick Dobenmeyer, account executive with SLED Zoom video communications, which stands for State, Local, and Education, refers to Zoom's focus on providing its video and communication platform to government and educational institutions in the United States. The platform offered by this company includes video conferencing, team chat, and phone services. David had referred this representative to the IT liaison, Commissioner Milburn: and asked her if there had been any follow-up. She said she had received the emails but that it's not on her list of priorities right now and that if David wanted to take it, he was welcome to. He said no, that he just wanted to see if there had been any follow-up because we'd already had two other phone companies come in. Mika said she had no follow-up. David asked if they want these gentlemen to present. Mika said he was welcome to put them on the agenda so they can come present their services.

David also discussed a software company called Diligent that had contacted him by email. They streamline governments for public sector boards. Sam thinks we should hold off until Stronghold fixes our network and then reassess.

David gave an update on the Hospital Equipment sale. There are 3 lots that did not sell, and David asked if they should run it for another week. After discussion, the Commissioners decided to run the auction another week and lower the opening bids to see if the remaining lots will sell.

David asked to scratch the FSACF Grant topic.

David announced that they were now at 7:39 PM and asked if they wanted to continue. They decided to go until 8:00 PM.

The Commissioners had a brief discussion on Security Cameras and then tabled the topic for two weeks.

The Commissioners discussed Craw-Kan and Bob was going to look at the contract, so they will reach out to him to ask his thoughts.

Sam wanted to know if we were moving forward with clearing the overburden at Elm Creek Lake per two previous commissioners' direction. David expressed his concerns on moving forward. Joseph Smith said the decision should be left up to the county engineer which we do not have. Sam said he trusts Mr. Smith's advice.

Sam decided to table the Elm Creek topic until he has more information. Clint Walker spoke as a citizen that lives next to a rock quarry. He said he thinks that people over-blow what the noise that rock quarries make and over-blow the traffic in it. He said he doesn't have a problem with that because it's progress for our county.

David said they were closing in on 8:00 PM so he was going to move that anything with his name on it except for the Freeman agreement be tabled until a future meeting.

David moved to adopt the second amendment to the emergency department funding agreement. Mika seconded and all approved.

Mika discussed admin access to the county webpage, Craw-Kan, Verizon, and Facebook. Mika moved to add Chairman Beerbower as full admin access to Facebook, Verizon, Craw-Kan, and the web page for Bourbon County. David seconded and all approved.

Mika spoke about Freeman taking on EMS. She said "although I've brought it up several times and several times before there was a liaison, so not to step on Mr. Beerbower's toes, but Mercy used to run the EMS. When they left, the county took it because it's important to have. Now Freeman's back and I'd been told several times in the past that they wouldn't hear a discussion about managing that again. But I did go ahead and reach out to them and thought I'd take a shot in the dark and they are open to conversation to doing that with Bourbon County. I went a little further and looked into some agreements that we have and spoke to City Manager Brad, and the Fire Chief, and we have an agreement with the city. They can go out on six calls a month before charging us more when our bus is out on a call. And they had that agreement when Mercy was here and they would talk about carrying that over if Freeman were to take EMS for us as well. At the beginning of the year when I sat down with Susan, the numbers that we weren't collecting in EMS is about 300,000, but that was what we budgeted for minus what we billed for and got reimbursed for. The number was 300,000. But our benefits are not included in that budget for some reason. The benefits for all departments are not included in their budgets. So those numbers are greater than that. I would estimate around 700,000 and I believe Mercy used to carry us. We used to contribute under 300,000 to Mercy." She asked the other Commissioners if they would be open to discussions with Freeman. Sam asked Mika "what is ultimately your goal of having EMS moved over to Freeman?" Mika responded "it would take a financial burden from the county and I think that's what we're trying to do here is, if services can be provided elsewhere and our residents of our county would not suffer otherwise and we could save the county money at the same time, isn't that our goal here at this table?" Sam asked "What happens if Freeman goes belly up?" Mika said "Well, the same thing that happened when Mercy left, we would take it back." Sam asked "was that a painless endeavor or was it pretty painful to start from scratch?" Mika said "Nothing's painless. I am just asking to continue to have conversations with Freeman and be open to the dialogue. I'm asking you guys to sit down and listen to what they have to say if they can save our county money by taking something." Sam said "Well, Commissioner Milburn, that's an easy answer for me. I will listen to anybody. I may not agree with you, but I will listen to you. If this ask is about a communication, fact finding, I'm all for it." Mika said "There's no use in me pursuing if commissioners aren't on board. And I don't know why commissioners wouldn't be on board if it stands to not lose any services for the residents of our county and save the residents of our county money." David said "Regarding this issue, we already had a discussion regarding the liaison and the stepping over that. So regarding the issue over control of EMS to Freeman, I am not for this and there are several reasons. First, and Commissioner Tran did elaborate on that a little bit, Freeman Fort Scott just opened last week. So to have this discussion is kind of premature. They got a lot on their plate that they're going to have to take care of before they

know that we should even have this discussion. The opening of the hospital is a great achievement for this county and I do remember when Mercy left and I do understand the pains that it took for this community and for when the county took over the EMS has been the one bright and shining star of all this. In the last year, we didn't even have an ER. And they're the ones that stepped up, and I imagine you could fill this room with people that would come in here and say that if it hadn't been for Bourbon County EMS, they wouldn't be sitting here today or wouldn't be able to talk here today. Mika started saying "I know you have more..." David said "Let me finish. Secondly, EMS is not a burden. They're not even a tax levy funded department. They're getting ready to get more income because of the increase in transfers on down streaming from Freeman. I think we hold off and wait and see how the numbers are in another year, rather than jump the gun now and start doing something. We don't know how this is going to pan out, and right now, they're in our corner. And if something bad happens and we don't have the hospital tomorrow, we still got an EMS that can get people to where they need to go. And I think having to start all over again, when we don't have to, is a mistake." Mika said "I believe that you're vilifying what I'm trying to do. I'm trying to save the county money and I'm not trying to take away services from the county." David said "I think we're rushing it, because they've only been here for a week, not even a week, and we're ready to hand over our EMS that's been built up by employees and this county for years since Mercy left." Mika responded with "So, what is bad about Freeman, just like Mercy operating EMS, what would be wrong with Freeman operating EMS?" David said "I'm not saying that it's wrong. I'm saying it's premature. I'm saying that we're rushing into it without Freeman being established here as a hospital." Mika said "Well, discussions take a while. How long until you're satisfied that they're established that we could talk to them?" David said "I would say that this is probably a subject that would be better for five commissioners than three because we're not that far out from that part." Mika said "And I imagine that it'll spill over to five, the discussion would?" David said "I'm just saying that if we're going to look at it, that's four months down the road and when we would have a five-commission board and if then we wanted to breach this subject and..." Mika stopped David saying "So you are asking me to stop. Don't information gather. Don't find out what is cost us. Don't find out anything. Just stop." David said "because you've already crossed the line. It should have been you bringing it to the table and handing it over to me as the liaison and me making these contacts. That's how the liaison system was supposed to work." Mika responded with "Oh, I'm sorry. Did Diligent call, didn't you call and find out stuff to bring to the table." David said "I brought it to you." Mika said "So maybe the liaison does not work because I'm not going to sink in the sand. I'm going to roll. I'm going to keep moving." David said "Even if this board says not to." Mika said "So you don't want to have any discussion about how to save the county money." David said "I just think you're putting an ultimatum on to this board that either we allow you to go forward with this or we..." Mika said "But, you don't want me to do anything." David said "I want the board to make a vote on this." Mika asked "why would you want the board to vote about discussing something, why wouldn't you discuss something? See if it's a viable option and then vote and if it is a viable option, who says it is? Why be offended about talking about something?" David said "I'll start off with in the manner that it was presented to me. I go to EMS to do a tour and the first thing that I hear from employees there that are worried and scared that a commissioner walked in and told them that they were no longer going to be called operational, they were going to be farmed out to somebody else."

Mika responded with "Well, that's not how that was said either, so if that's how it was displayed to you." Teri Hulsey spoke from the audience and said "I said exactly what you said, that there's going to be talks with Freeman about you handing EMS over to... Mika said "That's exactly right, talks with Freeman. So what you're saying is not what I said. Also, you were sent an email and I will read it. I sent it to Bob. Bob sent it to everybody. Bob, the commission is aware of Freeman's opening and now I would like to start discussion on the possibility of Freeman taking back EMS. EMS was a function of Mercy Hospital before Mercy left our community. The county of Bourbon took EMS to fill the gap when Mercy left. Now Freeman has filled that gap. Mercy left and Freeman is open to a conversation about the management of EMS in our county." David said "I received a copy of that email after you've already talked to Freeman, after you already talked to the city manager, after you already talked to the fire chief and also made a phone call to the EMS director." Mika said "just talked to them today actually." David said "When did you talk to Freeman? When did you make the phone call to EMS? We could go round and round on this. If we're honoring the liaison process that Dr. Cohen brought into this, then you should have never made the comment to begin with until you came to this board and said 'Hey, I want permission or I want the liaison to make contact with Freeman and move this forward.'" Mika responded with "Do you want me to ask for permission to find ways to save this county money?" David said "I want you not to step on somebody else's toes doing it." Mika said "Well, I'm sorry that I hurt your toes." David said "The point is that you brought it to the table. I voiced my opinion. I'm not for it. I think it's too premature that they've not been here long enough." Mika said "So you don't want in any of the discussion, if we have discussions. Commissioner Tran has agreed to set in discussions; you are going to exclude yourself." David said "I'm saying you shouldn't be continuing the discussion with Freeman on this." Sam said "I think everybody needs to step back from the table for a little bit. Just take a deep breath. I understand what you're trying to do. I also understand you. You guys are very passionate about what you do and I appreciate that. I appreciate being part of this team, but we got to stay a team. You can't go down this road. I think it is premature. I do. But, I also know Commissioner Milburn, I watch you and it's like you are going to do what you think is best for the county and you're going to push ahead and do it. I also know Commissioner Beerbower. I understand where he's coming from. I think right now, with everything that's happening in Freeman, I think they're going to talk to you. I think they're going to do the magnanimous thing which is to talk to a commissioner. They're not going to sit there and say, 'I don't want to talk to you.' I also think that Freeman bit off a lot more than they're letting on in terms of monetary. They bent over backwards to come in here and I think they put a lot of money into the hospital. What I am saying is, let us just take that wait and see attitude. Do I think that you can talk? Sure. Talk is talk is talk. So I understand that point, but I also understand where Commissioner Beerbower is coming across like you just got to give a little bit of time. So, if I may suggest, do what you think you need to do, but don't be in such a hurry to change things just yet." Mika said "I don't think I'm in a hurry. I think I mentioned this, been mentioning this for months actually. So, that's not a rush to me." Sam said "With all due respect, Ma'am, this is first I've heard of it, and I've been here two months. So, I'm not doubting what you said." Mika said "Like I told Dr. Cohen when he asked me if anybody paid attention, I mean you could find it on the videos. I've mentioned it several times. And Susan had mentioned it to me when I had first started."

Anne Dare said she would like to see the liaison responsibilities that were set by the Commissioners be followed again. She thinks that the Commission's goals should also be how they treat and talk to each other.

Greg Motley stated that Freeman is being polite in talking to the Commission but that they are not interested in taking on EMS at this time.

Teri asked where EMS had cost the county money outside of what they subsidize by state statute. Teri saved the county \$165,000 in grants last year, and with Freeman now open, they will have more transfers that will bring in more money to EMS.

Mika said she does not understand why people are being abrasive to the conversation. Sam asked if he could answer that and said, "Change without a clear vision scares people. And when it comes out of left field, and people are not sure what's happening, they get scared. It's not that they're being defensive. They're scared. There's a lot that has gone on in this room in the last two months. A lot of stuff. And I'm speaking from me. I'm not speaking to you as commissioner. I'm speaking to you as a fellow human being, fellow citizen. You're very good with what you do and keep it up, but they need, we need to slow down a little bit. What I mean is don't slow down what you're doing. Slow down on how we do things. It's like not everything has to be done immediately. We can start a conversation. It should have started with a conversation at the table." Mika said "and it did. Like I said, I've mentioned it at the table for several meetings. I'm sorry that everybody failed to pay attention, but it did start as a conversation at the table, several meetings. I can probably go back and find three time stamps for you where I've mentioned this. So really it shouldn't be surprising. If it's surprising, then somebody wasn't paying attention. So that once Freeman was up and running, I surveyed a lot of people. I survey a lot of people for a lot of things. And so once they were up and running, I just thought, you know what? Actually, I think I've asked Gregg at the table and he said they weren't interested. And then I just thought, well, it's worth a try. Let's just ask them. They're up and running. And so I asked them and they said 'Sure, we'd be open to conversation.' And I know Gregg said they were just being nice, but there's no reason for that. If you are open to talking it, then you say, 'Sure, let's have a conversation.' If you can't sustain it, you say 'No, I don't think we can sustain that'. So, there is no reason to be dishonest, which is, I guess, what Greg is saying that they were doing." Sam said "No, I don't think Greg is saying that. I think Greg was saying that they're being magnanimous. That's what he's trying to say." Mika said "Well I mean if you can't do it, then there's no reason wasting anybody's time. But they didn't say that. So, they're going to have to back that off. This isn't to be vilified, this is not to poke at anybody or anything, but it's just to explore options. And if we didn't have the conversation like this at the table then everything was wrapped up and it was brought to the table to vote on, well then I guess people would say 'well, you're not being transparent.' So pick one, folks. Which way shall we operate?" David said "You said at least three times you've mentioned this at the table. At any of those three times were you approved by the board to speak on our behalf and go have these conversations?" Mika spoke over David and said "On your behalf? Nobody is speaking on behalf of the board. I will not accept that comment. Not even for..." David said

"You're going to let me finish because I let you finish." Mika said "No, you said something that was untrue about me and I will not.. David said "And what I'm saying, is in those three conversations that you said you brought this to the board that at any time did that board say go ahead Commissioner Milburn, go ahead and do the research, go ahead and make contact with..." Mika said "So you want me to ask this board to do any research." David continued with "Did any of those times happen before the liaison? You would have to have done it entirely before the liaison process was done. You would have had to have this conversation with the board." Mika said "I'm sorry, I didn't know that the liaison was going to cut my Achilles to where I couldn't do anything or I wouldn't have agreed to it." David said "What happens if I would have gone to Freeman?" Mika said "Mr. Beerbower, you went to Diligent, you went to Mr. Bryars, you went to several." David said "They contacted me, I didn't contact them. And I brought them to you at this table." Mika said "Well, I'm not going to hang up on anybody." David asked "Did they call you? Did Freeman." Mika said "No, I reached out to Freeman." David said "We're just going to keep going round and round. And the bottom line is that we have a liaison process that you overstepped and you're going to try to justify it that you had brought this up in conversations." Mika said "Well I don't accept that because everybody oversteps on things and I'm not seeing it the same way you are." David said "As far as I'm concerned, we're done."

Mika said a citizen had reached out to her and asked if we could explore the possibility of creating a benefit district for the purpose of redoing and re-servicing a private neighborhood road 190<sup>th</sup> St. The length is approximately 1,156 feet by 10 to 11 feet. There are four houses in the neighborhood. They're willing to pay for the road through a 10-year agreement with the county. Mika has also already talked to Bob about it and he is looking into what it would take to create a benefit district. The topic was tabled until Bob can get more information.

David moved to allow the Clerk to do the necessary computer application to get the opioid settlement. Sam seconded and all approved.

The Commissioners tabled the Planning Commission Selection Process until next week's meeting.

The Commissioners then discussed the items that have been tabled from this meeting and past meetings to have an idea of what will be on the agenda next week.

The Commissioners set a date of September 19<sup>st</sup> at 7:00am for a fence viewing.

Commissioner Comments:

David and Sam had no comments.

Mika believes this commission still has work to do, and felt it necessary to thank David and Sam for what they're doing for our county.

David moved to adjourn the meeting at 9:02 PM. Sam seconded and all approved.



THE BOARD OF COMMISSIONERS

OF BOURBON COUNTY, KANSAS

Charles Chairman

Mike Commissioner

John Commissioner

ATTEST:

Susan Walker

Susan Walker, Bourbon County Clerk

09/15/25 Approved Date



STATE OF KANSAS  
OFFICE OF THE ATTORNEY GENERAL

KRIS W. KOBACH  
ATTORNEY GENERAL

MEMORIAL HALL  
120 SW 10TH AVE., 2ND FLOOR  
TOPEKA, KS 66612-1597  
(785) 296-2215 • FAX (785) 296-6296  
WWW.AG.KS.GOV

October 1, 2025

Susan Walker  
210 S National Avenue  
Fort Scott, KS 66701  
Sent Via E-Mail Only To: [countyclerk@bourboncountyks.org](mailto:countyclerk@bourboncountyks.org)

RE: KOMA Complaint - Bourbon County Commissioner Mika Milburn  
Our File Number PP-25-000258

Dear Ms. Walker:

On October 1, 2025, we received your KOMA complaint that you submitted online October 1, 2025. In your complaint, you alleged that the Bourbon County Commissioner Mika Milburn violated the Kansas Open Meetings Act (KOMA).<sup>1</sup>

This matter remains pending. We will contact you if further information is needed relating to your complaint. Additionally, we will advise you of the results of our review when it is concluded.

We appreciate your patience as we continue our review of this matter.

Sincerely,

Open Government Enforcement Section  
Office of the Kansas Attorney General

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<sup>1</sup> K.S.A. 75-4317 *et seq.*

## County Clerk

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**From:** Mika Milburn-Kee  
**Sent:** Monday, September 29, 2025 9:59 AM  
**To:** County Clerk; Sam Tran; David Beerbower  
**Subject:** Re: Minutes

9/15 changes

Oharah discussed concerns about a piece of property he believes is a road in Bourbon county. Jesse Walker was involved in the discussion as well. Oharah and/or Walker indicated they had legal counsel and the boccc advised them to have their legal counsel contact the county counselor to discuss the matter and ascertain whether the piece of property in question is a road or it is not

9/15 changes

more background on another spot requiring a more thorough documentation.....this is pulled directly from video: Michael asked about a justification for a 8000 payment to hite, fanning, David said that was a payment to progress a civil case between the county and a plaintiff,the case was going to cost money to go to court to set aside, so that payment was to that process. Michael asked if David made that decision alone, David replied the council was involved . Mika asked what David said Sam answered Mika saying "so we can go to court" David explained continuing to go to court to set aside was costing us money and this was to allow this process to discontinue. David said commission made that decision. Michael said that is not legal. David said we made the decision at the table, Michael told David "no you didn't, the amount was not mentioned."David said "we will take that up with our council"

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**From:** Mika Milburn-Kee <mmilburn@bourboncountyks.org>  
**Sent:** Monday, September 29, 2025 9:35:28 AM  
**To:** County Clerk <countyclerk@bourboncountyks.org>; Sam Tran <stran@bourboncountyks.org>; David Beerbower <dbeerbower@bourboncountyks.org>  
**Subject:** Re: Minutes

Susan I listened to the video and typed this as I listened. Hope this helps you. I believe it is the 9/16 please double check.

David said I'm just wanting to make sure that this that we got last night is the budget that we published Susan said this is not the budget we published but it is the same levy amount, Sam asked why it is not the same budget published Susan said because you made an adjustment from here to here pointing at a paper you were leaving 37000 here now you are levying 50000 and the adjustment came here. You don't have to make that change but Tri Valley will probably come to the table and ask you to pay that allocation. David asked further questions, there was further discussion from Michael Hoyt from the audience then Mika asked if we are required to levy the 55000 amount and questioned if the change to 37000 was done by design when the budget was adopted for publication. Susan went over actual numbers and expenses and how numbers were carried to the next column. Mika went over her understanding of what Susan is describing and explained if the commission wants to allocate 37000 rather than 55000 as recommended then that is the choice of the commission Susan then stated 55000 was requested Mika let Susan know she understood, a lot are not getting what is requested this

year and Susan said commission has that purview Mika stated the bac set it and Susan said the bac didn't understand it just came to light this week so Mika said so did the fair board Susan cautioned to read the statute. Further discussion on requests and statutes came to discussion from a document presented by the clerk it was determined that the health board, elderly, and the coroner was the only shall by statute. Discussion circled back to intellectual disabilities and the commissioners questioned the change from the 37000 the budget committee put in the doc and the 55000 that was in the draft in front of us Susan stated she changed the appropriation the night before, Sam went over that he needs all changes to be changed at the table to keep things clean Susan said she is trying to avoid them coming to the table to ask for the allocation. Mika explained we are talking about 2026 not 2024. Susan stated she is trying to fix a mistake from 2024. Sam explained that the 3 people in the hotseat are responsible for every move, and we did not know this move until just now. Sam said we need to know every move and Susan said this was the only time she had to present it Sam said she could have alerted us to the change before now at the table. David said all a sudden we are back to the first draft. Susan said that is what she presented before this change came up this week for tri valley. Mika explained we cut Conservation District by approximately half. David wanted Mika to show him where the draft shows the 37,000. Mika explained the costs are hurting everyone and the Conservation District may have 3 to sell assets because of cuts. Sam asked how late everyone wanted to stay to fix this. David spoke of changes. Sam recommended reviewing statutes again and found that intellectual disabilities was a may. Sam asked if we wanted to levy anything for it. Mika said she thought we should levy something. The Commission spoke about the Fair Board again. Sam said just give the Fair their 5g. Elderly appropriations was moved back to 48,600 because of statute. Later in the discussion it was decided to not produce for 2024 budget regarding intellectual disabilities and to leave it at 37,000cut.

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**From:** County Clerk <countyclerk@bourboncountyks.org>

**Sent:** Monday, September 22, 2025 8:49:00 AM

**To:** Mika Milburn-Kee <mmilburn@bourboncountyks.org>; Sam Tran <stran@bourboncountyks.org>; David Beerbower <dbeerbower@bourboncountyks.org>

**Subject:** Minutes



STATE OF KANSAS  
OFFICE OF THE ATTORNEY GENERAL

**KRIS W. KOBACH**  
ATTORNEY GENERAL

MEMORIAL HALL  
120 SW 10TH AVE., 2ND FLOOR  
TOPEKA, KS 66612-1597  
(785) 296-2215 • FAX (785) 296-6296  
WWW.AG.KS.GOV

October 8, 2025

Susan Walker  
210 S National Avenue  
Fort Scott, KS 66701  
Sent Via E-Mail Only To: [countyclerk@bourboncountyks.org](mailto:countyclerk@bourboncountyks.org)

RE: KOMA Complaint - Bourbon County Commission, Mika Milburn and David Beerbower  
Our File Number PP-25-000268

Dear Ms. Walker:

On October 8, 2025, we received your KOMA complaint that you submitted online October 7, 2025. In your complaint, you alleged that the Bourbon County Commission, Mika Milburn and David Beerbower violated the Kansas Open Meetings Act (KOMA).<sup>1</sup>

This matter remains pending. We will contact you if further information is needed relating to your complaint. Additionally, we will advise you of the results of our review when it is concluded.

We appreciate your patience as we continue our review of this matter.

Sincerely,

Open Government Enforcement Section  
Office of the Kansas Attorney General

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<sup>1</sup> K.S.A. 75-4317 *et seq.*

**Minutes of the Special Meeting of the Board of Bourbon County Commission**  
**Held on Tuesday, October 7, 2025, 8:15 AM**

**ATTENDANCE**

Bourbon County: Commissioner Beerbower, Commissioner Milburn-Kee, and Amber Page, Deputy Clerk.

Audience (for some or all the meeting): Patty Love

**OVERVIEW**

The meeting depicts a county commission meeting where the commissioners, David Beerbower and Mika Milburn-Kee, along with other county officials, discuss various matters. The meeting begins with the Pledge of Allegiance and a prayer, followed by the commissioners going into executive session to discuss personnel matters. After the executive session, the commissioners return to the public session and make several decisions regarding access to payroll and accounts payable, as well as giving the commission sole authority to direct the public works department. The meeting concludes with a motion to adjourn.

**KEY TOPICS**

Executive Session

- The commissioners, along with the County Counselor, and Dr. Cohen, went into executive session to discuss personnel matters of individual non-elected personnel to protect their privacy.

Access to Payroll and Accounts Payable

- The commissioners gave the clerk direction to give immediate access to payroll and all accounts payable to Jennifer by noon.

Public Works Direction

- The commissioners decided to allow only the commission to give public works direction.

**SPEAKER OVERVIEW**

Here is a summary of the meeting organized by speaker:

Mika Milburn-Kee

- Moved to give the clerk direction to give immediate access to payroll and accounts payable to Jennifer by noon
- Moved to allow only the commission to give public works direction

**ACTIONS DURING THE MEETING**

Beerbower motioned to go into executive session pursuant to KSA 75-4319(b)(1) to discuss personnel matters of individual and non-elected personnel to protect their privacy, with the two commissioners, HR Dr. Cohen, Bob Johnson, County Counselor, by phone for 15 minutes to return at 8:30 AM. Milburn-Kee seconded and all approved.

Beerbower motioned to return to normal session with no action at 8:30 AM. Milburn-Kee seconded and all approved.

Beerbower motioned to go into executive session pursuant to KSA 75-4319(b)(1) to discuss personnel matters of individual and non-elected personnel to protect their privacy, with the two commissioners, HR Dr. Cohen, Bob Johnson, County Counselor, Jacob Bielenberg, other counsel, by phone for 15 minutes to return at 8:46 AM. Milburn-Kee seconded and all approved.

Beerbower motioned to return to normal session with action at 8:49 AM. Milburn-Kee seconded and all approved.

Milburn-Kee moved to give the Clerk direction to give Jennifer Hawkins access to payroll and accounts payable by noon. Beerbower seconded and all approved.

Milburn-Kee moved to allow only the Commission to give public works direction. Beerbower seconded and all approved.

**ADJOURNMENT**

Beerbower moved to adjourn the meeting at 8:51 AM. Milburn-Kee seconded and all approved.

ATTEST:

THE BOARD OF COMMISSIONERS  
OF BOURBON COUNTY, KANSAS



[Signature], COMMISSIONER

[Signature], COMMISSIONER

[Signature], COMMISSIONER

[Signature]  
Susan E. Walker, County Clerk

10/27/25  
Date Approved

From: Bob Johnson <[bob@jvpalaw.com](mailto:bob@jvpalaw.com)>

Date: October 13, 2025 at 8:11:32 AM CDT

To: [REDACTED]

Here is the agreement, give me a call with any questions.

Thanks,

bob

-----Original Message-----

From: [fileclerk@jvpalaw.com](mailto:fileclerk@jvpalaw.com) <[fileclerk@jvpalaw.com](mailto:fileclerk@jvpalaw.com)>

Sent: Monday, October 13, 2025 8:11 AM

To: [bob@jvpalaw.com](mailto:bob@jvpalaw.com)

Subject:

-----  
TASKalfa 5004i

[00:17:c8:e0:d2:57]

E. Bailey

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From AP <ap@bourboncountys.org>

Date Thu 10/16/2025 13:12

To steve@oncallhrgroup.com <steve@oncallhrgroup.com>

Cc County Clerk <countyclerk@bourboncountys.org>; Bob Johnson <bob@jvpallaw.com>; David Beerbower <dbeerbower@bourboncountys.org>

Bcc Mika Milburn-Kee <mmilburn@bourboncountys.org>; Sam Tran <stran@bourboncountys.org>

On 9.04.25 was when I received the phone call to approve Eric's pay.

1:01

5G



KANSAS CITY, KS

+1 (913) 927-0229



message



call



video



mail



pay

**September 4, 2025**

11:07 AM Incoming Call  
3 minutes

Share Contact

Create New Contact

Add to Existing Contact

Add to Emergency Contacts

I was elected, not appointed when I ran for County Clerk. I ran on the fact of being transparent. I am here today deeply concerned about the direction you have taken regarding major organizational decisions—decisions that were made unilaterally, without consultation with other elected officials. These are not small, routine matters; they are critical components of our county's operations—payroll & benefits.

Over the past two months, my team has worked diligently to provide all necessary information for the payroll system conversion. However, today was the first time we were given access to view the actual payroll and time management systems. Despite this being our initial opportunity to see the systems firsthand, employees are expected to complete enrollment and begin clocking time by this Sunday. In addition, we must still train department heads how to approve time during the most critical time of an election. The election is my number one priority presently.

I believe this timeline is premature, as not all programming components have been fully configured or tested. At first glance, I see errors that need addressed and do not think it is fair that I must spend 15-hour days and weekends to keep us on this timeline. While I understand that some of these delays are the result of time constraints, I must emphasize that the Clerk's Office manages many other statutory responsibilities that require significant attention and coordination. At no point was I consulted to determine whether this implementation schedule would be feasible within the existing workload of my office.

Mr. Beerbower, I appreciate your willingness to listen and treat me with respect the past few meetings. I called you on Tuesday following our training to express my concern that this payroll conversion is moving too quickly. As of today, I have not received a return call. I want to reiterate that my intent in reaching out was to communicate legitimate operational concerns—concerns that directly impact our ability to ensure a smooth and accurate transition for all employees. Timely communication on matters of this magnitude is essential to the success of this process and to maintaining trust among all offices involved.

Nonetheless, I have continued to cooperate in good faith and have made every effort to keep up with the process. It is important to note that the period from August through November represents the busiest time of year for the Clerk's Office. During this time, we are responsible for producing more than 30 budgets, preparing for elections, open enrollment for benefits and setting tax levies—each of which requires substantial time, precision, and staff resources.

In addition, I have been removed from benefit-related discussions, which has proven to be problematic as shown earlier. My office has received numerous calls from employees about open enrollment and I have no information, yet I am expected to run the process. Excluding key offices from these conversations has created unnecessary confusion and inefficiencies. It is unfortunate that, as Commissioners, you have not been willing to set aside personal grievances to collaborate on matters as important as payroll and employee benefits—issues that directly affect the very people who keep this county running.

I want to remind you that your employees are also your customers. They are the face of county government to the public and should be valued and appreciated accordingly. A successful organization depends on mutual respect, cooperation, and communication among its leadership

and staff. I truly hope that moving forward, we can return to a more collaborative and respectful working relationship—one that serves both our employees and the taxpayers we represent.

The decision to remove payroll responsibilities from the Clerk's office was portrayed as cost savings and improving processes. I must say plainly—this was not an operational improvement; it was a political move. I have repeatedly explained that this change increases costs for taxpayers. Yet, instead of engaging in a transparent discussion or reviewing the data, this Commission has chosen to rely on the assurances of a salesman, who claims this move will “solve all our problems” (Yet, we had none) and “free up time in the Clerk's office.”

That claim is simply not true. In fact, this decision adds unnecessary administrative oversight, no integration with our current accounting systems, increases the risk of human error, and fails to meet the governance requirements we must adhere to as a county. It undermines efficiency rather than improving it. Even though payroll is not a statutory duty of the Clerk, the Clerk is required to approve all expenditures of the county and book them to accordingly per K.S.A. 311-318.

In addition, during recent public discussions and commission comments a commissioner questioned the integrity of the County Clerk's financial processes and implied a failure to perform statutory duties. The County Clerk's office is dedicated to transparency and adhering strictly to state law, and I feel I must clarify the established financial controls.

## 1. Clarification of Statutory Roles and Financial Controls

The duties of the County Clerk and County Treasurer are distinct and are defined by Kansas Statute Annotated (KSA), which establishes a crucial separation of powers:

- The County Treasurer's Office is responsible for the collection of all county revenues and collector of taxes and tax distributions.
- The County Clerk's Office is responsible for auditing, recording, and approving all county expenditures, maintaining records of financial statements, and ensuring budget compliance.

This separation is the cornerstone of financial controls and checks and balances for the county. The Clerk and Treasurer work collaboratively to ensure the general ledger and tax accounts are accurate and reconciled. Any action that circumvents these established roles places the county at risk of internal control failures.

## 2. Standardized Accounts Payable and Payroll Process

Our current process ensures that all expenditures are approved by the Commission before being paid, in full compliance with state law.

- **Process Implementation:** Since 2021, I assisted in implementing a process has implemented a process where Accounts Payable (AP) and Payroll details are included in

Commission agenda packets and must be formally approved prior to payment processing as CFO. In the past this was not included in agenda packets for transparency.

- **Commission Oversight:** The Commission and County Counselor are provided ample time and opportunity for oversight:
  - **Payroll:** Details are delivered the Wednesday prior to payday, allowing Commissioners time to review and question any payment.
  - **Accounts Payable:** Detailed registers are presented at every Commission meeting. The Commission and county counselor has the right and duty to pull any invoice or register item for review and withhold payment.

To imply that any payment has been processed without proper oversight or approval is factually incorrect and misrepresents the established, auditable procedure. The detailed records are available at every meeting, and my staff stands ready to answer any questions regarding invoices or the review process.

In addition, another layer of control is in place with the current Human Resources representative, Dr. Cohen, identifying and giving direction on any exceptions to normal procedures.

### 3. Call for Collaboration and Education

My office has repeatedly invited the Commission to review our operations and receive clarification on our statutory duties. A functioning government requires clear, consistent communication and mutual respect for all elected and appointed offices.

The continued focus on gossip and unsubstantiated opinions, rather than on fact-finding and process education, is unproductive and has had a demonstrable negative impact on the morale and retention of critical county staff.

I say this not out of defiance, but out of duty. It is my responsibility to protect taxpayer dollars, ensure compliance with the law, and maintain the integrity of the Clerk's office. Decisions made out of spite or political motivation hurt not only the employees who must carry them out, but also the citizens we are all here to serve.

In the end, it will be the taxpayers, the employees, and the operations of this county that will suffer the consequences of these shortsighted decisions. I urge the Commission to reconsider its approach—to restore collaboration, transparency, and fiscal responsibility in these matters. The people of this county deserve nothing less.



**STATE OF KANSAS  
OFFICE OF THE ATTORNEY GENERAL**

**KRIS W. KOBACH**  
ATTORNEY GENERAL

MEMORIAL HALL  
120 SW 10TH AVE., 2ND FLOOR  
TOPEKA, KS 66612-1597  
(785) 296-2215 • FAX (785) 296-6296  
WWW.AG.KS.GOV

November 20, 2025

Susan Walker  
210 S National Ave  
Fort Scott, KS 66701  
Sent Via E-Mail Only To: [countyclerk@bourboncountyks.org](mailto:countyclerk@bourboncountyks.org)

RE: KOMA Complaint - Bourbon County Commission  
Our File Number PP-25-000355

Dear Ms. Walker:

On November 20, 2025, we received your KOMA complaint that you submitted online November 20, 2025. In your complaint, you alleged that the Bourbon County Commission violated the Kansas Open Meetings Act (KOMA).<sup>1</sup>

This matter remains pending. We will contact you if further information is needed relating to your complaint. Additionally, we will advise you of the results of our review when it is concluded.

We appreciate your patience as we continue our review of this matter.

Sincerely,

Open Government Enforcement Section  
Office of the Kansas Attorney General

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<sup>1</sup> K.S.A. 75-4317 *et seq.*

## County Clerk

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**From:** Bob Johnson <bob@jvpalaw.com>  
**Sent:** Friday, November 21, 2025 7:44 AM  
**To:** County Clerk; 'Steve Cohen'  
**Cc:** David Beerbower  
**Subject:** RE: longevity pay

Susan:

I think it would be beneficial perhaps, for you to provide a list of the employees who had a lapse or interruption in service that seems to be the issue. I believe you told me there were 18. With each employee please give us the date they quit or were let go and the date of restart of employment. Thanks

bob

**From:** County Clerk <countyclerk@bourboncountyks.org>  
**Sent:** Thursday, November 20, 2025 7:03 PM  
**To:** Steve Cohen <stevecohen82@gmail.com>  
**Cc:** Mika Milburn-Kee <mmilburn@bourboncountyks.org>; bob@jvpalaw.com; David Beerbower <dbeerbower@bourboncountyks.org>; Sam Tran <stran@bourboncountyks.org>  
**Subject:** Re: longevity pay

Mr. Cohen,  
Please explain what I have done to harm the employees and myself. It was too late for me to process longevity by the time you sent the email.

Sent from my iPhone

On Nov 20, 2025, at 6:29 PM, Steve Cohen <[stevecohen82@gmail.com](mailto:stevecohen82@gmail.com)> wrote:

Ms Walker. You have misunderstood the circumstances of the past. I read through all of the relevant minutes. Each were each 1 time motions none of which were made into a procedure, or an addendum to the handbook. Discussions and 1 time motions were made by the commissioners in office at the time decisions were made on that administration's thought process not protocol, precedence and certainly not procedure. You have no authority to do what you have done. You are harming the affected people and yourself. Please reverse your actions and desist from any further controversial actions. If you have questions about personnel matters please email me. Thank you.  
Steve Cohen

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

210 SW Market St #101

Lee's Summit, MO 64063

913.927.0229 (cell)

On Thu, Nov 20, 2025 at 4:24 PM County Clerk <[countyclerk@bourboncountyks.org](mailto:countyclerk@bourboncountyks.org)> wrote:

Dr. Cohen,

My office was following procedures that were set in 2020 – please see attached. These procedures have been followed each year with the addition of elected officials with prior years of service as an employee in 2023. Not everything is reflected in the handbook that was approved for the county and we are following our payroll practices as have been approved rather in a public meeting or as an addendum to the handbook. Communication with the appropriate departments administering processes is the key to running effectively. There are many employees affected by this sudden change and I might add without a meeting. Not to mention it has caused extra work on our end to reverse the payroll. This could have been avoided by calling me to discuss. The commission has every right to change procedures but it should be with a vote in a public meeting. I have sent a memo to all department heads stating their employees will not receive longevity until after the meeting on December 1<sup>st</sup>.

*Susan E. Walker*

Bourbon County Clerk

210 S National Avenue

Fort Scott, KS 66701

620.223.3800 X 191

620.644.7927 Direct Line

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**From:** Steve Cohen <[stevecohen82@gmail.com](mailto:stevecohen82@gmail.com)>  
**Sent:** Thursday, November 20, 2025 1:17 PM  
**To:** County Clerk <[countyclerk@bourboncountyks.org](mailto:countyclerk@bourboncountyks.org)>  
**Cc:** Mika Milburn-Kee <[mmilburn@bourboncountyks.org](mailto:mmilburn@bourboncountyks.org)>; [bob@jvpalaw.com](mailto:bob@jvpalaw.com); David Beerbower <[dbeerbower@bourboncountyks.org](mailto:dbeerbower@bourboncountyks.org)>; Sam Tran <[stran@bourboncountyks.org](mailto:stran@bourboncountyks.org)>  
**Subject:** Re: longevity pay

Claw it back please

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

[210 SW Market St #101](#)

[Lee's Summit, MO 64063](#)

913.927.0229 (cell)

On Thu, Nov 20, 2025 at 1:16 PM County Clerk <[countyclerk@bourboncountyks.org](mailto:countyclerk@bourboncountyks.org)> wrote:

It isn't that easy. It is a bank draft not checks and why didn't anyone call me.

Sent from my iPhone

On Nov 20, 2025, at 1:12 PM, Steve Cohen <[stevecohen82@gmail.com](mailto:stevecohen82@gmail.com)> wrote:

Please do void any checks that contained the inappropriate payment. Thank you. Steve Cohen

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

210 SW Market St #101

Lee's Summit, MO 64063

913.927.0229 (cell)

On Thu, Nov 20, 2025 at 1:10 PM County Clerk  
<[countyclerk@bourboncountyks.org](mailto:countyclerk@bourboncountyks.org)> wrote:

Payroll has already been processed. We will have to void it and see if we can pull it back from the bank.

Sent from my iPhone

On Nov 20, 2025, at 12:51 PM, Steve Cohen  
<[stevecohen82@gmail.com](mailto:stevecohen82@gmail.com)> wrote:

To: County Clerks office Current Administrator of Payroll and  
Longevity Payment  
From: Dr. Steve Cohen

Subject: Guidance on Longevity Calculation for Rehired Employees

Dear office of the County Clerk of Bourbon County to include anyone administering payments of payroll or longevity for Bourbon County.

This letter is to provide clarification regarding the calculation of longevity for employees who have previously separated from employment and were later rehired.

After review of current practice and consultation with the County Counsel, it has been confirmed that longevity is intended to reflect continuous, uninterrupted service. Because the purpose of longevity is to recognize sustained commitment over an unbroken period, prior periods of employment that ended in separation are not to be combined with current service time.

Although the employee handbook does not explicitly outline all scenarios regarding breaks in service, the County Counsel has affirmed that the intent of the longevity program is to base the calculation on consecutive employment only, using the employee's most recent rehire date as the starting point.

Accordingly, effective immediately, all longevity calculations must align with the following:

- Only continuous service from the most recent rehire date shall be used when determining longevity, eligibility and amounts.
- Previous employment prior to a separation may not be added or combined with current service time.
- No payments are to be made outside this scope without a written deviation approved by the Current Commission of David Beerbower, Samuel Tran, and Mika Milburn-Kee.

Please update any pending or future calculations to reflect this standard. If you have questions, or if any current cases require review for compliance, HR is available to assist.

Thank you for your cooperation and attention to ensuring consistency and accuracy in our payroll practices.

Sincerely, Steve Cohen

--

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

[210 SW Market St #101](#)

[Lee's Summit, MO 64063](#)

913.927.0229 (cell)

Please note if you are a non-exempt employee on an approved flexible work arrangement; overtime hours will be computed only on those hours worked in excess of a forty- (40) hour work week.

Your supervisor must approve all overtime in advance.

### Pay Cycle

*pg 51*  
**Semi-Monthly Pay Cycle**

*Every other Friday*  
Payday is normally the 15<sup>th</sup> of the month and the last working day of the month. The Board of County Commissioners shall approve all wages submitted and sign payroll warrants every other Monday. The semi-monthly pay schedule is made up of ~~twenty-four (24)~~ *26* pay periods per year. *Biweekly*

Whenever Bourbon County holidays or closings interfere with the normal pay schedule, payday will be on the preceding scheduled workday.

### Paycheck Distribution

Paychecks will be distributed to you by your supervisor or mailed to your home address. Paychecks may not be delivered to another person unless appropriate prior authorization is made in writing and filed with the County Clerk.

### Pay Increases

Pay increases are subject to the approval of the Department Head and the Board of County Commissioners. An annual cost-of-living pay increase may be given as approved by the Board of County Commissioners. The Board of County Commissioners has also established a longevity pay plan for anyone employed with the County for two and one-half (2-1/2) years or more (see table below for longevity pay plan). Employee performance evaluations will be considered in determining salary increases within limits established in the pay plan, as a factor in determining the order of layoffs, and as a means of identifying employees who should be promoted or transferred, or who, because of their low performance should be demoted or dismissed.

#### Longevity Pay Plan for Non-Elected Employees

Years of Service	Monthly Rate
2-1/2	\$ 2.50
5	\$ 5.00
7-1/2	\$ 7.50
10	\$10.00
12-1/2	\$12.50
15	\$15.00
17-1/2	\$17.50
20	\$20.00
22-1/2	\$22.50
25+	\$25.00

provided the Commissioners with a case from the Supreme Court where there was a ruling that if a road had been maintained by a County then it would be required to be an open road, but said that didn't mean they would have to keep the road maintained. Mr. Walker asked that the road be graded or maintained a few times each year. Justin Meeks said they started this process two years ago and said in 1986 the County re-did their maps, he said they have a lot of roads that they were unsure of if they were vacated or not. Justin said in 1986, there were public hearings held about roads that were opened or closed. Justin said they are looking for a Resolution from 1986 and said then the Commissioners can decide whether or not to maintain the roads. Mr. Walker said he had a load of gravel put on this road and asked what his liability was for doing this. Justin said there is a process to petition to have a closed road opened.

The Commissioners discussed the OMNI lockbox option; Justin said adding a new endeavor would create a new universal position and that position could do the work regarding a new building, accounts receivable and budgets, HR director functions, business management, medical mall; Jeff said OMNI had been contracted to do the EMS billing, but said the universal position could possibly do the billing. Lynne made a motion that he be allowed to work with Justin Meeks to come up with a comprehensive list of items for this job description, Jeff seconded and all approved. The Commissioners recently hired a 1099 person to do the EMS receivables. Lynne said they could identify different areas where they could save money by hiring a universal employee.

The Commissioners discussed the holiday gift cards for County employees; Jeff said he had received feedback that employees were in favor of supporting local businesses, Lora Holdridge said getting Chamber Bucks helps local businesses and helps the Chamber. Jeff made a motion to select Chamber Bucks for the holiday gift cards, and that each employee (non-elected, elected, part-time and full-time, with the exception of the Commissioners) receive \$25 worth of Chamber Bucks, Clifton seconded and all approved.

2020 The Commissioners discussed the proposed longevity pay; Jeff said the County currently has longevity pay plan, he said some employees have worked for the County more than one time, he suggested taking the prior service time and combining it with current service to come up with the total years of service. Jeff suggested doing \$100/year for year 5 and on. \$51,000 has been budgeted for 2020 for the one-time longevity pay. Jeff said this is a one-time payout, but said if the County could afford it in future years it could be paid out with each paycheck. Bobby Reed questioned if the employees would still receive their current longevity pay; the Commissioner said yes, Bobby asked if department heads came to the Commissioners with future budget requests asking for a wage increase for employees if they would be told they were given longevity pay instead of a raise; Lynne said the discussion of the longevity pay instead of a wage increase was never discussed. Jeff made a motion to do a one-time longevity payout, in addition to the current longevity pay, of \$100/year of service beginning at year 5 with the effective date of 12/31/2020, excluding elected officials,

(5 years of service as of 12/31/2020 = a one-time \$500 longevity payout) to be paid by 12/31/2020 on a separate check and to include prior years of service, Clifton seconded, it was stated that an elected official doesn't qualify, but if in the future they came back to work for the County as a non-elected employee, they would have elected and non-elected years of service combined, all approved the motion.

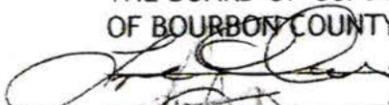
Clifton made a motion to go into a 20 minute executive session for confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts and individual proprietorships, and reconvene in the Commission room, Jeff seconded and all approved, (the session included the Commissioners and Justin Meeks). No action was taken.

Clifton made a motion to go into a 24 minute executive session for confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts and individual proprietorships, and reconvene in the Commission room, Lynne seconded and all approved, (the session included the Commissioners and Justin Meeks). Clifton made a motion to go back into session, Jeff seconded and all approved.

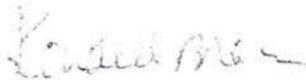
Lynne made a motion to amend the agenda to discuss department head salaries, Clifton seconded and all approved. Lynne said the 2021 budget included raises for two employees in the Correctional Center and for the I/T department, he said they needed to do a salary resolution for the increases. Lynne made a motion to give the two employees in the Correctional Center (major and captain positions) a 10% increase and to give the I/T person a \$10,000 raise in 2021, Clifton seconded and all approved. Lynne said these positions weren't given a raise last time and said they had given the I/T person a lot more responsibility and said they expect that job function to increase.

At 12:16, Clifton made a motion to adjourn, Jeff seconded and all approved.

THE BOARD OF COMMISSIONERS  
OF BOURBON COUNTY, KANSAS

 Chairman  
\_\_\_\_\_, Commissioner  
\_\_\_\_\_, Commissioner

ATTEST:



Kendell Mason, Bourbon County Clerk  
12/8/20, Approved Date



2021  
Diligence. I don't think there was for fiscal year 2021. Just to cover it to be safe and for Ashley's sake, I'd say make another motion and vote on it. I don't know how big that motion was. I know there was some banter about someone that stopped and started and I think that precedence has already been set. I think if someone has worked here three years, took two years off, came back and worked another three years I think that that's five instead of three. Jim made the motion for the commission to approve a longevity pay as we did in 2020 following the same guidelines. Clifton seconded. All approved.

Jim asked to talk with Bill Martin regarding trains. Jim asked Bill, can you do anything about the trains blocking Jayhawk Road for an hour and a half. Bill stated no. Jim asked Bill in their state statute does it state they can block it so many minutes and they got to move? Bill stated several years ago the same topic or discussion was brought up. There were several individuals and this was the area of the Hammond crossing. Burlington Northern came down had a meeting which can be looked up and discussed by federal statute that's federal property and I can't enforce federal law states does not supersede federal. That's where the issue came. One of the issues or discussion was why is it taking so long is because people are now using trains more. There are more tracks, there's more trains, there's more products being pushed and so it's difficult. There's no leeway. That was discussed several years ago and I'll have to look that up. We can contact them and we even got phone numbers from Burlington Northern so we could say hey, you know you have a train here just in case. Supposedly what they're supposed to do is that they're going to be there for a certain amount of time they're supposed to break the train.

Clifton made a motion that all three commissioners can meet at the Empress Event Center at 12 noon today for a meeting with the city commissioners that is open to the public. It will not be viewed on YouTube because there is no way to do that there. Of course, we will not be making any decisions while we were there. Jim seconded. All approved. Lynne clarified this is a work session with the city commission.

Justin discussed 13 acres south of the landfill that they are considering buying from the city. He provided a map for clarification of area. The city owns and the deed to the city was done in 1972. They've owned it continuously since then. The 512 licensing is through the county and has been continuously since the 80s. 1986 is as far back as we can go so, we're actually monitoring this. If the city wanted to use this for C & D they'd have to get their own 512. Eric and I figured around \$4,500 an acre. Jim stated that if they did a stand-alone, they have to be 50-foot from property lines. They have to have six to one slope and now we're cutting their property in half here right now. If you figure that they can only go 10 feet high where we're 20 feet high and they're about 65,000-ton capacity total. Now they come off our property they can maintain that 20 feet and do away with that north boundary. That's got the potential 134,000 ton. Justin stated Jim you are the only person throughout here that was in that meeting with the prior city manager or city business manager and we had a long conversation about taxes and when I had this conversation in the past everyone in the county pays the county tax. This is one of those things where we really want to

November 15, 2022,

Tuesday, 9:00 a.m.

The Bourbon County Commission met in open session with all commissioners and the County Clerk present.

Anne Dare, Jason Silvers, Rob Harrington, Tiana McElroy, Susan Bancroft, Mark McCoy, and Shane Walker were present for some or all of the meeting.

Clifton made a motion to approve the minutes from the previous week. Nelson seconded. All approved.

Eric Bailey, asphaltting on 195<sup>th</sup> on the east side of the lake is completed. No more big projects. A little patching we would like to do, weather permitting. Onyx on Soldier to Native is complete except for one lane mile from Native to Osage. We had a little trouble with the weather. They will be back to apply the rest, weather permitting. Eric stated that we will watch and see how it holds up. We were going to 75<sup>th</sup> from 54 to Maple but they didn't feel it was a good candidate for putting that surface on so we will have to look at chip and seal for that. Kaw Valley completed the geotechnical engineering report on our bridge on 160<sup>th</sup> and Fern and received the report. Eric stated they plan to start the North sidewalk project on the later part of this week or early next week. We will start on the east end first and work our way west. We will inconvenience some people for a little while but it will be a nice product when finished. Eric stated 260<sup>th</sup> & Kansas tube was replaced yesterday. We still need to do a little ditching. Eric stated that winter storm prep was done by getting a couple of trucks ready with spreaders and plows. We are full on salt. The John Deere skid steer went down with DEF issues. Eric stated that all the guys from Public Works wanted me to thank you for the longevity pay.

2022  
Courtney Goucher discussed longevity pay that was just paid out. She shared feedback from the employees who greatly appreciated it. There were some questions regarding taxes because it is taxed income and they must pay KPERs on that. Those that received \$100 after taxes it was about \$86. There were a few employees that have added deductions removed, for example an additional \$50 - \$60 withheld from their pay stubs. Some employees only received \$20 out of the \$100. People who received more didn't notice that but people from new to below 5 years. We had an employee with \$100 additional deduction on their federal and they would have had to pay the County. Another issue was the Service Purchase Credits. Those with KPERs and were in the military and they are buying back those years of service they are doing a withholding every pay period. That is also required out of longevity pay. I have some suggestions for this in the future if we do it next year. For those receiving \$100 for years of service less than 5 years is Visa Gift Cards. Courtney also stated that if this is done again next year she would appreciate a little more lead time because there is a lot of prep work in the system to be done in order to do a special payout. Courtney stated there were also those employees that were for a time an elected official and do those years count toward longevity. Last year we didn't pay anyone for the years that they were an elected official. We used that rule again this year but please let me know if you want to do something different next year. Courtney presented Accounts Payable to the Commissioners for approval and signature.

Carly do this

2022  
you only have to approve them once per month. I do not like that option because I would rather you look at them as we go. Since payroll is an exemption, then the payroll liabilities would be an exemption as well. What we would like to do is on Monday mornings on payroll week have all the invoices entered by 9 a.m. and run a report. Justin can then stop by and review and once he says its okay, then we would e-mail to all three commissioners for review. We would then have it on the agenda for the following day to answer any questions you might have and then approve it. I've talked with others that are involved in the process and they agree that this process will work for them. The commission agreed. Ashley continued with a question for the commission regarding longevity pay. She has had several employees ask if they will receive that this year. Susan stated that the longevity pay was taken out for this year. Jim stated he wanted to discuss this a little more. He stated he wasn't aware it had been removed. Susan stated that the cash balance will be too low to give it, but we can watch toward the end of the year and see if there is money. Jim stated he wanted it watched as that is a good bonus for the employees especially if they are not getting a raise.

Bob Reed stated he requested to be on the agenda to answer any questions the commission might have after watching last week's meeting. Jim stated he didn't really have any questions, but that it was brought to their attention that inmates were being held over for a matter of days when they could go to DOC. Bobby presented reports and discussed process information. DOC accepts inmates on Monday, Wednesday and Friday for men and Tuesday and Thursday for women. We get them to DOC as soon as possible, but if they have additional court dates or bonds, we hold so as to not transport back and forth as many times. We had to pick up a female in Minnesota that filed rit. She was here for six months before she went back and as soon as she was sentenced on our case on 12/15/21 and I got the paperwork on 1/5/22 but because she went back to Iowa to a federal prison, I transferred her out on 12/17/21 two days later. Bob finished with a request that if you have questions, please call me.

Jon Lowery – EMS Call Update: reports were handed to the commission. There were 678 911 calls that were transported to the ER in Fort Scott. There were 313 transfers from the ER to Pittsburg. There were 124 transfers to other surrounding facilities. We've flown 19 patients. There were 63 other patients that have been taken to the ER from home that are bed-bound that need a way back home. We've had 603 dry runs; this includes football, rodeo, search warrant standbys, and also includes patient refusals on scene. There were 63 patients taken to other ERs. As of September 30<sup>th</sup>, we've made 1,863 calls. Jon also stated that the boys (Austin and Trace) wanted some workout equipment. Two weeks ago, Emily from Bourbon County REDI, contacted me and said that we had been awarded \$3,500.00 to buy workout equipment. Shane is going to order it for us.

Clifton made a motion to move the bid opening for the North Sidewalk/Parking Lot Project to the end of the meeting. Nelson seconded. All approved.

Clifton made a motion for executive session KSA 75-4319(b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy including three commissioners for 7 minutes returning here at 9:42 a.m. Nelson seconded. All approved. Clifton made a motion to return to normal session at 9:42 a.m. with no action. Nelson seconded. All approved.

October 11, 2022,

Tuesday, 9:00 a.m.

The Bourbon County Commission met in open session with all commissioners and the County Clerk present.

Matt Quick, Teri Hulsey, Clint Walker, Anne Dare, Jon Lowery, and Kevin Schafer were present for some or all of the meeting.

Clifton made a motion to approve minutes from the previous meeting. Nelson seconded. All approved.

Clifton made a motion to approve minutes from special meeting held on October 10, 2022. Nelson seconded. All approved.

Eric Bailey gave an asphalt update. We have produced enough ¼ inch chips in the last week to be able to continue with Grand from 205<sup>th</sup> to 7 and 39. We think we can do that with one pass then we'll move to the lake. Crusher belt broke last Friday, we got another one in and got it on and now back to crushing. Buckley Powder scheduled Shepherd quarry next. We are going to take the crusher with us and are going to clean up what we already have there. We'll move to Beth quarry and do a blast. We only have funds for one more blast. Jim stated that when it's time to renew the Beth contract, we need to look at possibly updating it. Eric stated Onyx is scheduled for next week. We worked on our bean pad last week over at the landfill. Jim stated he hoped to get enough revenue the first year to pay off the building early. Eric stated the hailstorm in April/May we had large hail at the shop with six vehicles damaged. We heard yesterday we will be receiving a check for \$18,918.36 on those vehicles. One vehicle was a total loss. We haven't heard anything on our roofs yet. We are working on culvert on Jayhawk between 115<sup>th</sup> and 120<sup>th</sup>. Public Works has been hit with sickness. We have four off now due to sickness and another one or two not feeling well. Eric stated that he and Dustin Hall will be attending the KAC Conference next week. Nelson stated that he received a text regarding 215<sup>th</sup> and Range Road west was treated with dust control and now has massive pot holes. Eric stated it may need to go back to gravel.

Jim mentioned that KAC conference is next week. He will not be attending. Clifton made a motion to cancel next weeks' meeting. Nelson seconded. All approved.

Discussion regarding locking in gas prices at the jail and courthouse. Clifton made a motion to allow the county clerk to lock in gas at jail and courthouse for \$7.44 or lower. Nelson seconded. All approved.

Ashley stated that we are starting early voting on October 26<sup>th</sup> and would like to use the commission room as it is located close to our office and close to the handicap entrance. She requested no commission meeting on November 8<sup>th</sup> as that is Election Day. The commission agreed. Ashley continued with discussion of the accounts payable process that was brought up the prior week. She did research to make certain that they are in compliance. She also visited with Justin Meeks, County Counselor, about it. By statutes, the County Counselor is to sign off on accounts payables before they are presented to the Commission for approval. Technically,

will administer and who is going to create the programming. Discussion was had about Bourbon County receiving such a small amount. Susan stated that 75% goes to Kansas Fights Addiction first. Susan reminded the commission that we have EMS Medical Director agreement that has to be renewed in January. Susan requested an executive session.

Clifton made a motion for executive session KSA 75-4319(b)(1) regarding job duties and performance including three commissioners, Susan Bancroft, Eric Bailey and Justin Meeks for seven minutes returning here at 10:20 a.m. Nelson seconded. All approved. Clifton made a motion to return to normal session at 10:20 a.m. with no action. Nelson seconded. All approved.

2023  
Susan is looking at the general fund for longevity. Eric has enough in his budget to give longevity. Susan suggested to the commission that those employees who have been here for 1 – 5 years receive \$100. Susan further suggested this be done in November rather than December. Susan requested that she will report back at the next meeting where all the funds will come from. Everyone will receive it. Susan stated that longevity wasn't in the budget for next year. Jim made a motion to approve longevity for 2023. Clifton seconded. All approved.

Shane Walker – Chief Information Officer: Towers are on PurpleWave, also. They are cheap and could put one at the landfill and would be tied to here. We have been working on the new flood maps. There will be a FEMA meeting at the McAuley Center at the Medical Building. There are a lot of people coming out of the flood plain and there are 16 more going in. The meeting will give these people an opportunity to talk with FEMA that are doing the maps. Shane continued that we are testing a ticket system for IT issues and the city and on the 15<sup>th</sup> of November it will be started here.

Clifton made a motion for executive session KSA 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship possible litigation with possible action including three commissioners and Justin Meeks for seven minutes returning here at 10:41 a.m. Nelson seconded. All approved. Clifton made a motion to return to normal session with action. Nelson seconded. All approved. Clifton made a motion to allow Justin Meeks to take legal action against an entity that we have paid but work was not done. Nelson seconded. All approved.

Clifton made a motion for executive session KSA 75-4319(b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy regarding job performance for four minutes including three commissioners, Justin Meeks and Ashley Shelton returning here at 10:47 a.m. Nelson seconded. All approved. Clifton made a motion to resume normal session with no action. Nelson seconded. All approved.

Clifton made a motion for executive session KSA 75-4319(b)(12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures regarding security including three commissioners, Ashley Shelton and Patty Love for 10 minutes returning here at 11:00 a.m. Nelson seconded. All approved. Clifton made a motion to return to normal session with no action. Nelson seconded. All approved. Clifton made a motion to add an executive session to Justin Meek's time. Nelson seconded. All approved. Clifton made a motion for executive session KSA 75-4319(b)(12) to discuss matters

feels the contractor should come in and discuss the project and do some research to see if it would affect MIH. It was decided to wait to see what the City of Fort Scott does at their meeting tomorrow.

Jim requested a 15-minute executive session.

Clifton made a motion to go into a 15-minute executive session under KSA 75-4319 (b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy to include all three Commissioners and Justin Meeks and will return at 6:54. Nelson seconded the motion and all approved. Clifton made a motion to resume normal session at 6:54 with no action. Nelson seconded the motion and all approved.

Nelson said he wonders what people want to do and questioned if they want to spend \$500,000 for an emergency room. Jim stated it is either spend \$500,000 for an emergency room or spend at least that for more EMS. Jim said he has heard from a lot of people and they are mainly of yes and a few no. Clifton said he has heard a lot of support. Nelson questioned about next year and asked if we should throw good money after bad. Clifton said healthcare is pay to play and that there will have to be a subsidy by the city, county, or REH. Clifton addressed Michael's comment that we failed three times with an emergency room and said we succeeded for years with Via Christi. Clifton also said if we would have kept the building, we would have had to spend at least \$2,000,000 on it. There have been comments made online about putting an EMS station in western Bourbon County and Clifton stated that would cost at least \$1,000,000. Jim reiterated Clifton's comment that there would have to be a subsidy by someone. Jim informed the County Clerk and Susan Walker to issue the budgeted longevity around Thanksgiving as we did last year.

2023

Clifton made a motion to adjourn the meeting at 7:04. Nelson seconded the motion and all approved.



ATTEST:

*Jennifer Hawkins*  
Jennifer Hawkins, Bourbon County Deputy Clerk  
10-23-23

Approved Date

THE BOARD OF COMMISSIONERS  
OF BOURBON COUNTY, KANSAS

*[Signature]* Chairman

\_\_\_\_\_, Commissioner

*[Signature]* Commissioner

November 13, 2023

Monday, 5:30 p.m.

The Bourbon County Commission met in open session with all three Commissioners and the County Clerk present.

Michael Hoyt, Deb McCoy, Patty Ropp, Teri Hulse, Trace Evans, Clint Walker

Clifton made a motion to approve the consent agenda which includes approval of payroll totaling \$214,950.58, approval of accounts payable totaling \$248,178.11 and approval of minutes from 10/30/2023. Nelson seconded the motion and all approved.

There were no public comments.

Susan Walker requested a 15-minute executive session to discuss non-elected personnel. Clifton made a motion to go into a 15-minute executive session under KSA 75-4319 (b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy to include all three Commissioners, Susan Walker, Jennifer Hawkins, Selena Alvarado and Justin Meeks and will return at 5:47. Nelson seconded the motion and all approved. Clifton made a motion to resume normal session at 5:47 with no action. Nelson seconded the motion and all approved.

Clifton made a motion to go into a 10-minute executive session under KSA 75-4319 (b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy to include all three Commissioners, Susan Walker, Jennifer Hawkins, Selena Alvarado, and Justin Meeks and will return at 5:58. Nelson seconded the motion and all approved. Clifton made a motion to resume normal session at 5:58 with no action. Nelson seconded the motion and all approved.

2023  
Susan Walker discussed the approved longevity pay and asked the Commissioners if elected officials would be included in this pay. In the past elected officials have not received the longevity payment. It was discussed how that would be paid and Susan explained that the elected official would receive a payment for the number of years they worked for Bourbon County as an employee before they were elected. Jim said the longevity pay was established to reward our employees for their long-term service. Jim said he worked 11 years for Bourbon County before becoming Commissioner and did

not want to be paid for his years of service and Nelson stated he did not want to be paid longevity either. Nelson made a motion to allow elected officials to be paid longevity for their years of service as a Bourbon County employee prior to being elected and to exclude himself and Chairman Harris from that payment. Clifton seconded the motion and all approved.

Eric Bailey, Public Works Director, presented the culvert installation report for October. Eric discussed the fuel report that was emailed to the Commissioners and stated their October bill was \$67,857.51. Eric said they are almost finished paving Eagle Road from 69 Highway to 230<sup>th</sup> Street. Eric said he wanted to give a lot of credit to the guys who were working daylight to dark running the rock crusher to make sure we had enough chips and those who stayed and were laying asphalt in the dark to race against Mother Nature. Jim thanked Eric and the crew for the asphalt work on Eagle Road. Eric notified the Commissioners that a truck sold on Purple Wave but the buyer could not pay, so it went to the next highest bidder who tried to put a lower bid in so Eric did not accept it and they are trying to decide what the next step will be for that truck. Eric said it is time to do the annual bridge inspections and will present an estimate next meeting. Nelson gave Eric a name and phone number of an individual who called about Yale Road.

Lora Holdridge, Register of Deeds, asked the Commissioners if they would pay for the holiday dinner again this year. Last year it was \$1300 for 100 employees and the caterer is willing to do it again this year. Lora said they have reserved the 4=H building and asked to close the courthouse on December 8<sup>th</sup> from 11:30-1:30 so all employees can attend. Clifton made a motion to allow for a holiday dinner and allow Cheryl Blythe to cater for approximately \$1560 and close the courthouse on December 8<sup>th</sup> from 11:30-1:30 to allow all employees to attend if they choose. Jim seconded the motion and all approved. Jim said he felt it is a very inexpensive way to tell 120 employees thank you and have a Merry Christmas.

Teri Hulsey, EMS Director, said they have been approached by Osage Ambulance about a trade-in ambulance that will be available. Teri said it is a 2023 used Osage remount that is being traded in by Crawford County. Trace Evans explained that this is a brand new E450 chassis with a used box that would be \$54,000 after a trade in of a truck we have that has approximately 240,000 miles on it. Decals would have to be removed and ours added and they have built in a \$5,000 allowance to make any repairs to the box that might be necessary so the grand total would be \$62,500. Jim asked what a new 2023 ambulance would be and Teri said \$350,000. Jim asked Susan if we could purchase the ambulance and she said yes. Clifton made a motion to purchase a 2023 E450 used

## County Clerk

---

**From:** County Clerk  
**Sent:** Thursday, December 11, 2025 3:39 PM  
**To:** David Beerbower  
**Cc:** Bob Johnson  
**Subject:** FW: Updated Longevity 2025 12.9.25  
**Attachments:** Longevity 2025.xlsx

Longevity, as Requested.

*Susan E. Walker*

Bourbon County Clerk  
210 S National Avenue  
Fort Scott, KS 66701

620.223.3800 X 191  
620.644.7927 Direct Line

**From:** Lesley Herrin <lherrin@bourboncountyks.org>  
**Sent:** Tuesday, December 9, 2025 4:50 PM  
**To:** County Clerk <countyclerk@bourboncountyks.org>  
**Subject:** Updated Longevity 2025 12.9.25

You can also access this in the Human Resources Folder > Payroll > Longevity

This is also for my information because it took me a while to find it. 😊

## Lesley Herrin

Deputy Clerk/Payroll  
Bourbon County Clerk's Office  
210 S. National Ave.  
Fort Scott, KS 66701  
Phone: 620-223-3800  
[lherrin@bourboncountyks.org](mailto:lherrin@bourboncountyks.org)

This email transmission and any attachments are for the exclusive use of the intended recipient(s) to whom addressed and may contain information that is confidential, privileged or exempt from public disclosure and which is the sole property of the Bourbon County Clerks Office. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient or believe you received this communication in error, please contact the sender at (620) 223-3800;

Department	Last Name	First Name	Rehire Date	Longevity Date	Longevity Based on Yrs of Service
40 PUBLIC WORKS LANDFILL	ALEXANDER	SHAUN		6/14/2022	\$ 100
40 PUBLIC WORKS LANDFILL	ALLEN	KENNETH		9/22/2025	\$ 100
24 AMBULANCE SERVICE	BAILEY	CHRISTOPHER		5/20/2024	\$ 100
40 PUBLIC WORKS LANDFILL	BAILEY	WESLEY	5/16/2022	10/17/2018	\$ 700
40 PUBLIC WORKS LANDFILL	BALLOU	DIANA	10/22/2014	10/22/2014	\$ 1,100
40 PUBLIC WORKS LANDFILL	BEERBOWER	GILBERT		4/23/2014	\$ 1,100
06 COUNTY SHERIFF/CORRECTIONAL	BOWMAN	CHRISTOPHER		5/14/2025	\$ 100
06 COUNTY SHERIFF/CORRECTIONAL	BRAZEAL	PATRICK		10/17/2018	\$ 700
09 CORRECTIONAL CENTER	BROWN	BREYA		10/6/2025	\$ 100
09 CORRECTIONAL CENTER	CARPENTER	DYLAN		1/2/2025	\$ 100
09 CORRECTIONAL CENTER	CAVIN	ASHLEY		4/17/2019	\$ 600
06 COUNTY SHERIFF/CORRECTIONAL	CLARKSON	LORA		9/12/2016	\$ 900
09 CORRECTIONAL CENTER	COX	KASSIDY	2/17/2024	11/1/2020	\$ 500
04 COUNTY ATTORNEY	CRUX	JAMES		1/8/2024	\$ -
40 PUBLIC WORKS LANDFILL	CRYSTAL	MARK	3/22/2021	3/22/2011	\$ 1,400
06 COUNTY SHERIFF/CORRECTIONAL	DAVIDSON	KEVIN	11/13/2018	4/12/2015	\$ 1,000
06 COUNTY SHERIFF/CORRECTIONAL	DAVIS	THOMAS		3/25/2008	\$ 1,700
95 APPRAISER	DEMOTT	JACKIE		4/28/2021	\$ 100
24 AMBULANCE SERVICE	EVANS	HAYLEA		2/3/2023	\$ 100
24 AMBULANCE SERVICE	EVANS	TRACE		4/1/2019	\$ 600
09 CORRECTIONAL CENTER	FORTENBERRY	VICTORIA	2/22/2023	4/3/2019	\$ 600
40 PUBLIC WORKS LANDFILL	FORTENBERRY	CHASE	2/6/2023	4/1/2017	\$ 800
40 PUBLIC WORKS LANDFILL	FOXX	TODD		10/27/2014	\$ 1,100
06 COUNTY SHERIFF/CORRECTIONAL	GOODRUM JR	KEVIN		8/9/2021	\$ 100
40 PUBLIC WORKS LANDFILL	GRAHAM	KEVIN		9/15/2025	\$ 100
03 COUNTY TREASURER	HALL	ASHLEY		1/20/2020	\$ 500
40 PUBLIC WORKS LANDFILL	HALL	DUSTIN	8/3/2025	11/1/2014	\$ 1,100
40 PUBLIC WORKS LANDFILL	HALL	ROBERT	8/20/2025	10/16/2017	\$ 800
95 APPRAISER	HALL	HERBERT		3/4/2019	\$ 500
95 APPRAISER	HARPER	JANET		10/1/2010	\$ 1,500
09 CORRECTIONAL CENTER	HARRISON	BURKE		2/26/2024	\$ 100
06 COUNTY SHERIFF/CORRECTIONAL	HAWKESWORTH	BRET		2/8/2025	\$ 100
03 COUNTY TREASURER	HAWKINS	JENNIFER		7/1/2014	\$ 1,000
40 PUBLIC WORKS LANDFILL	HAWKINS	GENE		11/1/2022	\$ 100
40 PUBLIC WORKS LANDFILL	HAWKINS	LARRY		7/5/2023	\$ 100
24 AMBULANCE SERVICE	HAWTHORNE	MICHAELA		5/1/2022	\$ 100
95 APPRAISER	HAZEN	MICHAEL		4/28/2025	\$ 100
40 PUBLIC WORKS LANDFILL	HECKMAN	JOHN		9/1/2023	\$ 100
40 PUBLIC WORKS LANDFILL	HECKMAN JR	JERRY		6/1/1996	\$ 2,900
02 COUNTY CLERK	HERRIN	LESLEY	11/3/2025	6/26/2008	\$ 1,700
05 COUNTY REGISTER OF DEEDS	HOLDRIDGE	LORA		8/30/2017	\$ 600
04 COUNTY ATTORNEY	HOOD	JUDY		11/1/2008	\$ 1,700
09 CORRECTIONAL CENTER	HOWARD	LOUELLA			\$ 100
09 CORRECTIONAL CENTER	HUDNALL	TYLER		12/4/2024	\$ 100
24 AMBULANCE SERVICE	HUESTON	MICHAEL		6/29/2020	\$ 500
24 AMBULANCE SERVICE	HULSEY	TERI		4/1/2019	\$ 600
40 PUBLIC WORKS LANDFILL	HURD	BLAKE		8/20/2025	\$ 100
40 PUBLIC WORKS LANDFILL	HYMER	JAY		7/22/2024	\$ 100
04 COUNTY ATTORNEY	JOHNSON	JADE		11/1/2021	\$ 100
08 COUNTY CORONER	JOHNSON	ROBERT		2/1/2025	\$ 100
09 CORRECTIONAL CENTER	JOHNSON	JEREMIAH		8/7/2023	\$ 100
40 PUBLIC WORKS LANDFILL	KARLESKINT	JEREMY		2/20/2024	\$ 100
06 COUNTY SHERIFF/CORRECTIONAL	KOMMA	MATTHEW		10/1/2025	\$ 100
40 PUBLIC WORKS LANDFILL	LAWRENCE	LARRY		5/11/2022	\$ 100

24	AMBULANCE SERVICE	LEISURE	ROBERT		4/1/2019	\$	600
09	CORRECTIONAL CENTER	LEMCKE	RILEY		4/28/2025	\$	100
40	PUBLIC WORKS LANDFILL	LORD	JARED		3/31/1997	\$	2,800
24	AMBULANCE SERVICE	LOWERY	JONATHAN		4/1/2019	\$	600
03	COUNTY TREASURER	MALOUN	KELLY		10/18/2021	\$	100
06	COUNTY SHERIFF/CORRECTIONAL	MARTIN	WILLIAM		2/1/2009	\$	1,500
09	CORRECTIONAL CENTER	MCCAIN	ANGELA		9/23/2024	\$	100
06	COUNTY SHERIFF/CORRECTIONAL	METCALF	ALVIN		2/24/2015	\$	1,000
24	AMBULANCE SERVICE	MILLER	MICAH		4/28/2025	\$	100
05	COUNTY REGISTER OF DEEDS	MOORE	JOIE		1/11/2023	\$	100
09	CORRECTIONAL CENTER	MOORE	TYLER		1/30/2021	\$	100
06	COUNTY SHERIFF/CORRECTIONAL	MURPHY	BRYAN		1/21/2025	\$	100
06	COUNTY SHERIFF/CORRECTIONAL	NELSON	STEVEN		7/1/2024	\$	100
03	COUNTY TREASURER	NEVILLE	DORETTA		10/18/2019	\$	600
07	COURTHOUSE MAINTENANCE	NEVILLE	DAVID		11/1/1998	\$	2,700
40	PUBLIC WORKS LANDFILL	O'DELL	TANNER		8/11/2025	\$	100
04	COUNTY ATTORNEY	OLIVER	ELIZABETH		9/14/2024	\$	100
02	COUNTY CLERK	PAGE	AMBER		9/6/2023	\$	100
40	PUBLIC WORKS LANDFILL	PATOSA	MICHAEL		5/27/2025	\$	100
40	PUBLIC WORKS LANDFILL	PITTS	BLAINE		5/27/2025	\$	100
40	PUBLIC WORKS LANDFILL	PITTS	WILLIAM	3/30/2024	3/30/2012	\$	1,300
06	COUNTY SHERIFF/CORRECTIONAL	PRITCHETT	SHAWN	8/16/2021	11/1/2010	\$	1,500
95	APPRAISER	QUICK	MATTHEW		8/20/2018	\$	700
40	PUBLIC WORKS LANDFILL	REED	BOBBY		7/1/2011	\$	1,400
40	PUBLIC WORKS LANDFILL	REED	JEFFREY		7/22/2024	\$	100
40	PUBLIC WORKS LANDFILL	RHODES	NOVA		12/4/2023	\$	100
10	DISTRICT COURT	RICHARDSON	MICHAEL		12/12/2023	\$	100
09	CORRECTIONAL CENTER	RICHEY	CHRISTOPHER		5/13/2024	\$	100
40	PUBLIC WORKS LANDFILL	ROBERTSON	REBECCA		3/12/2023	\$	100
40	PUBLIC WORKS LANDFILL	ROBERTSON	THOMAS		1/8/2024	\$	100
24	AMBULANCE SERVICE	ROSENBLAD	CHRISTIAN		11/1/2023	\$	100
40	PUBLIC WORKS LANDFILL	RUHL	LEROY		9/1/2020	\$	500
10	DISTRICT COURT	RUSSELL	KEVIN		9/17/2012	\$	1,300
40	PUBLIC WORKS LANDFILL	SCHNICHELS	KYLE		10/18/2016	\$	900
40	PUBLIC WORKS LANDFILL	SCHNICHELS	WESTON		8/18/2025	\$	100
06	COUNTY SHERIFF/CORRECTIONAL	SCHWAB	KIM		12/25/2021	\$	100
09	CORRECTIONAL CENTER	SHADDEN	JOSEPH		9/18/2024	\$	100
06	COUNTY SHERIFF/CORRECTIONAL	SHARP	TREY		7/11/2021	\$	100
06	COUNTY SHERIFF/CORRECTIONAL	SHULER	ISAAC		9/25/2023	\$	100
05	COUNTY REGISTER OF DEEDS	SIMHISER	MAXINE		2/2/2015	\$	1,000
09	CORRECTIONAL CENTER	SMITH	HAILEY		1/2/2025	\$	100
40	PUBLIC WORKS LANDFILL	SNYDER	KIP		10/1/2009	\$	1,600
09	CORRECTIONAL CENTER	STALLINGS	ANTHONY		10/7/2025	\$	100
06	COUNTY SHERIFF/CORRECTIONAL	TAYLOR	JOHNATHAN		1/6/2025	\$	100
40	PUBLIC WORKS LANDFILL	TENNISON	KEVIN		8/12/2025	\$	100
40	PUBLIC WORKS LANDFILL	THORNE	DALE		2/20/2024	\$	100
40	PUBLIC WORKS LANDFILL	TINKEY	PRESTON	7/31/2023	7/2/2017	\$	800
40	PUBLIC WORKS LANDFILL	UHLER	DAVID		5/19/2025	\$	100
40	PUBLIC WORKS LANDFILL	UNDERWOOD	DAVID		9/13/2010	\$	1,500
02	COUNTY CLERK	WALKER	SUSAN		11/1/2021	\$	100
05	COUNTY REGISTER OF DEEDS	WALKER	SHANE	11/17/2025	12/1/2005	\$	2,000
24	AMBULANCE SERVICE	WIGGANS	DONNIE			\$	100
24	AMBULANCE SERVICE	WIGGANS	JENNIFER		6/1/2021	\$	100
04	COUNTY ATTORNEY	WILSON	ANGEL		1/16/2002	\$	2,300
03	COUNTY TREASURER	YEAGER	DIANA	12/11/2017	1/1/2012	\$	1,300
						\$	60,200



Experienced Counts

November 24, 2025

Via e-mail

Mr. David Van Parys  
First Assistant Attorney General  
120 SW 10<sup>th</sup> Avenue,  
Topeka, KS 66612

Via email: [OGEU@ag.ks.gov](mailto:OGEU@ag.ks.gov)

RE: **Bourbon County, Kansas, Response to KOMA complaints**

Dear Mr. Van Parys:

Please accept the following as the Bourbon County Commission's written response to complaints PP-25-000258, 000268, 000270, and 000277. This Response addresses file numbers PP-25-000268, 000270 & 000277 together as they concern the same meeting and allegations. File Number PP-25-000258 is addressed separately below under its own section header. Finally, the Commission sets out its responses to the specific requests for information contained in your October 21, 2025, letter in the final section below. As a reminder, the Commission's response was originally due on November 10, 2025, but that deadline was graciously extended by your office to November 24, 2025. If, after reading, you determine something is missing or omitted, please do not hesitate to reach out as we will seek to provide the information forthwith.

**Submissions PP-25-000268, 000270 & 000277**

The Complaints all more or less allege the same thing: "On October 7, 2025, the Commission held an emergency meeting during which they entered into an executive session under the stated exception for non-elected personnel. Upon returning to open session, the Commission discussed matters clearly involving an elected official, the County Clerk, and proceeded to vote to take action requiring that she provide accounts payable (AP) and payroll system login credentials to the County Treasurer." Submission 436149. Submissions 4381954 and 4378081 appear to take issue with the fact that the Commission "talked about the clerk's office."

On the morning of October 7, 2025, the Bourbon County Commission convened for an emergency special meeting. Video of the meeting was made publicly available via <https://www.youtube.com/watch?v=cly-EgHr4wg>. Commissioner Mika Milburn and David Beerbower were present in person.<sup>1</sup> County Counselor Robert E. Johnson and Dr. Steven Cohen, the County's HR representative, were present via telephonic means. The Commission went into

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<sup>1</sup> It is worth noting that Bourbon County created two new Board positions in late 2024 due to redistricting and will soon have a five-member board of commissioners.

Attorneys and Counselors

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2300 Main Street, 9th Floor  
Kansas City, MO 64108

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executive session "pursuant to KSA 75-4319(b)(1)" to discuss matters of non-elected personnel to protect their privacy. The vote was held in public and can be watched at: <https://www.youtube.com/live/cly-EgHr4wg>. The executive session was for 15 minutes.

After 15 minutes, the Commissioners came out of executive session taking no action. The commissioners then went back into executive session "pursuant to KSA 75-4319(b)(1)" to again discuss matters of non-elected personnel to protect their privacy. The same individuals were present at that meeting, via the same means, with the addition of the County's other attorney Jacob Bielenberg present by telephone. The session was for another 15 minutes, and the vote can be seen on the same YouTube Link as above. The commission then returned to public session with action determined. That action, along with corresponding votes, is stated on the YouTube link as well and involved reassigning payroll duties from the Clerk's office.

The content of the executive session was premised on an issue that arose concerning the severance pay of an employee of public works. Prior to the meeting, the Commission was in the process of negotiating a severance agreement with the public works employee, which contemplated a payment of \$20,000.00 to the individual in exchange for certain considerations. Prior to the executive session, the commissioners became aware that, despite no severance agreement being reached and considering the ongoing nature of formal negotiations, the assistant clerk directed and made payment to the public works employee without approval from the County leadership. The Public Works Employee was a W-2 employee and not contractually entitled to a payout under the current terms of his employment, and as such there was no legal basis for the disbursement made to the employee and no budgetary authority or commission approved mechanism to justify it. Accordingly, the executive session discussions concerned the facts underlying the payment and the status of payroll in general, which was handled by the clerk's assistant.

The County Clerk was tangentially related to those discussions as payroll was, at the time, handled by her office. Thus, any discussion of her subordinates inherently includes mention and reference to the Clerk, even if she is not the topic of the discussion. Relatedly, any discussion of removing payroll from the assistant clerk, necessarily included discussion of the Office of the County Clerk.

Background information is also relevant here. Under a previous Commission, three individuals were employed by the County on a contractual basis: Eric Bailey with Public Works, Shane Walker with I.T. and Susan Walker, who at the time was the County's CFO. These individuals were made W-2 employees and their contracts terminated. Eventually, Susan Walker, now the elected County Clerk, sued the County alleging wrongful termination and breach of contract. The Clerk and her husband Shane Walker each currently have two pending Human Rights/EEOC complaints against the County.

Shane Walker, the husband of the County Clerk and one of the Complainants here, was eventually laid off by the Commission. Shortly after, an improper and substantial overpayment was made to Shane Walker resulting in a payout that exceeded what was rightfully owed to him. At the time, the assistant clerk who was under the control of the County Clerk was aware of Mr. Walker's actual termination date but remitted the money anyway. Accordingly, with this instance

and the payment to the public works employee, the Commission identified an obvious pattern of manipulation of payroll functions without authority, inappropriate disbursements of County funds, and willful ignorance of internal controls.

Accordingly, the Commission held the emergency meeting on October 7, 2025, to address the payroll issues referenced above. Because payroll was being completed by the assistant clerk, the actions taken by the Commission necessarily implicated the Clerk's Office, even if the County Clerk was not the focus of those discussions.

As you are aware, K.S.A. 75-4319 authorizes closed sessions to discuss matters of non-elected personnel. (b)(1) Also, though not used for justification in the motion here, KOMA also authorizes closed sessions for "Consultation with an attorney for the public body or agency, which would be deemed privileged in the attorney-client relationship." K.S.A. 75-4319(b)(2). Accordingly, based on the facts above, it is clear the content of the session was justifiable under KOMA. The fact the discussions necessarily included reference to the Clerk's office, does not in and of itself mean there was a violation of KOMA. Kansas case law further supports this conclusion.

In *Olathe Hospital Foundation, Inc., v. Extendicare, Inc.*, the Kansas Supreme Court recognized the purpose of the KOMA requirements is to "make public every official's vote on the public's business" in order to prevent secret balloting." 217 Kan. 546, 562 (1975). In that case, the Supreme Court found it dispositive that the public body there voted unanimously and as part of the public record. *Id.* The Court found that the meeting could have been lawful but all that was missing was a formal motion to that effect, but nevertheless the meeting was not "subterfuge to defeat the purposes of the act." *Id.* Accordingly, there was no violation of the spirit of the Act and there was nothing indicating the Court should void the actions taken in a meeting that was in substantial compliance with the act. *Id.*

Further, in *State v. Board of Educ. Of United School Dist. No. 305*, the Kansas Court of Appeals took up the issue of whether there was a violation of KOMA when discussions in a closed meeting go beyond the stated reasons for going into the session, which was for discussion of non-elected personnel. 13 Kan. App. 2d 117, 118 (1988). The court recognized that while KOMA does not define "personnel matters," it is generally accepted the purpose of the exception is to "protect privacy rights of employees, save personal reputations, and encourage qualified individuals to remain in government employ." *Id.* at 119. There, the court recognized that "if segregation of exempt and nonexempt topics would make coherent discussion impossible, then it may be reasonable to close an entire meeting." *Id.* at 120. Accordingly, the court determined there was no KOMA violation because the segregating the topics into open and closed sessions would have been burdensome, impractical, and indeed impossible given the common thread connecting all the individuals, whose privacy should be protected. *Id.*

The events alleged in the complaint fall directly under these two holdings. First, the motions for the closed sessions, and the ultimate actions taken, were held in full public view available to anyone with an internet connection to YouTube. There was no secret balloting or subterfuge, and the spirit of KOMA was maintained. The content of the discussion, while focused on non-elected personnel, carried inextricable links to the Clerk's office and other non-elected

employees such that it would have been impossible to segregate the material and maintain privacy and a coherent discussion of the issue. It is also worth noting that while KOMA prevents discussions about an elected official in executive session, nothing in the Act contains a prohibition on talking generally about an elected official's *office* and general duties. As such, the actions taken were justifiable under KOMA and legal under Kansas law. *See, e.g., Perry v. Board of County Commissioners*, 281 Kan. 801 (2006).

The reality is likely the Clerk and her husband (both complainants of the current issues here and both suing the county for personal benefit) worked together to manipulate public funds through the clerk's assistant and undergo inappropriate payroll actions. They then disliked the actions taken by the Commission and are now contriving open records and open meetings complaints as a means to gain leverage in the underlying litigation.

Nevertheless, regardless of the motives, it is clear there was no violation of KOMA, and the closed meetings were proper under the Act. The Commission maintains the content of the closed sessions was appropriate. Even if there is a technical violation, however, it is abundantly clear any such violation was neither knowing or purposeful. Accordingly, no further action should be taken in response to the complaints.

#### **Submission PP-25-000258**

Submission 4363427, submitted by County Clerk Susan Walker, states "This particular issue was a commissioner sending email correspondence to me and CC'ing the other two commissioners." The Submission also generally complains vaguely about "incorrectly" making motions to go into executive session.

It is admittedly difficult to address the allegation that the Commission makes motions incorrectly to go into executive session as the Complaint is devoid of any detail or fact. Accordingly, the Commission maintains the position it has always made proper motions and no KOMA violation has occurred.

Concerning the primary allegation related to emails that include more than one commissioner, there is no violation on the face of the documents presented. It appears the Complainant takes issue with unsupported notion that the emails attached show a "meeting" of the BOCC, which was not properly noticed and was conducted in secret. Kansas law, however, refutes this preposterous assertion.

K.S.A. 75-4317a defines a "meeting" as "any gathering or assembly in person or through the use of a telephone *or any other medium for interactive communication by a majority of the membership of a public body* or agency subject to this act *for the purpose of discussing the business or affairs of the public body or agency.*" (emphasis added). Your office opined in 2009, that "'Interactive communication,' for the purposes of the Kansas Open Meetings Act (KOMA), requires a mutual or reciprocal exchange between members of a body or agency subject to KOMA." A.O. 2009-22. There, the Attorney General opined on an instance where a constituent emailed a Board Member and that Board Member shared "both the original message and the comments with" other board members. The Attorney General's office based its opinion on a

previous Attorney General's opinion recognizing that "simply sending a message to other board members would not constitute interactive communication within the meaning of KOMA." A.O. 95-13. Ultimately, your office concluded, "'interactive communication,' for the purposes of KOMA, requires a mutual or reciprocal exchange between members of a body or agency subject to KOMA." A.O. 2009-22.

Here, there is nothing in the emails attached to the Complaint evidencing a mutual or reciprocal exchange between members of the Board of County Commissioners. As such, the emails do not constitute an "interactive communication" under KOMA. The emails were between Commissioner Milburn and the County Clerk, Susan Walker. Admittedly, Commissioners Tran and Beerbower were also included in the emails. However, there is no indication Tran or Beerbower responded in any way, nor is there any indication the emails concerned a discussion of the affairs of the public body other than a mere recitation of what was said at a previous public meeting. At best, Commissioners Tran and Beerbower were passive recipients of the emails. Importantly, the email chain here appears to have originated from an email sent by the County Clerk (the complainant here) to all three of the commissioners. See email sent September 22, 2025, at 8:49 a.m.. It perplexes the undersigned that the Complainant would file the Complaint on the basis that the commissioners were all included on the same emails, when she herself created the situation.

As noted above, this Complaint is simply an act in furtherance of the Clerk's attempts to gain leverage in her pending litigation. The emails subject to the complaint do not rise to the level of a KOMA or KORA violation and no further action should be taken.

#### **Specific Requests for Information**

The undersigned acknowledges your office requested specific information beyond a narrative explanation of the events alleged. Those requests are answered below.

1. The names, positions/titles, terms of office, and contact information for the Bourbon County Commission.

**County Commissioner Mika Milburn, 620.215.5880**  
**County Commissioner David Beerbower, 620.215.5821**  
**County Commissioner Samuel Tran, 575.430.5186**

**All can be reached at 210 S. National Avenue, Fort Scott, KS, 66701**

2. Have any of the individual commission members or the Bourbon County Commission as a whole, ever been found in violation of the KOMA? If so, please describe the circumstances under which the violation was found to have occurred. How was the violation resolved? Provide a copy of any resolution.

**Not that the undersigned or the Commissioners are aware of. Moreover, the clerk could not locate any other historical instance where the commission was found to violate KOMA.**

3. Have any of the commission members attended training about the KOMA? If so, when was the training conducted and by whom? Please provide a copy of any handouts or training materials provided during the training.

**The undersigned is not aware of any, except commissioner Beerbower attended the Kansas Association of Counties New Commissioner Orientation from January 15, 2025 to January 17, 2025. The New Commissioner Orientation included a session entitled "The Commission(er)'s Role in Ensuring Transparency, Complying with the Kansas Open Meetings Act, and Running/Participating in Effective Meetings."**

4. To your or any commissioner's knowledge, have there been any formal or informal complaints or concerns regarding improper use of executive session? If so, how was the complaint(s) or concern(s) resolved?

**None other than the complaints at issue here.**

5. To your or any commissioner's knowledge, have there been any formal or informal complaints or concerns regarding serial communications or discussion outside of an open meeting? If so, how was the complaint(s) or concern(s) resolved?

**None other than the complaints at issue here.**

6. Copies of any policies, decisions, directives, or other written documents that describe the executive session procedures used by the county commission from January 1, 2025, to the present. If there are no written documents, provide a detailed explanation of the process the county commission uses to recess into executive session.

**The undersigned is aware of no written procedures. The Commission follows the procedures proscribed by the Kansas statutes and the advice of counsel to legally recess into executive session.**

7. Copies of any notes taken by the clerk, any deputy or assistant clerk, county commissioners, or any other county appointee or employee during the October 7, 2025 executive session.

**There were no notes taken.**

8. Copies of any draft or final approved meeting minutes for the October 7, 2025, county commission meeting. Additionally, please provide copies of final approved meeting minutes for all county commission meetings from January 1, 2025, to the present.

**See attached.**

9. If different from the motion(s) reflected in the meeting minutes, a copy of the complete motions for each executive session held on October 7, 2025. Be sure to identify who made and seconded the motion for executive session, how the county commissioners voted, the subjects to be discussed and justification, as well as the place and time that the open meeting would resume

**The votes can be viewed at:** <https://www.youtube.com/watch?v=clv-EgHr4wg>

10. Identify each person present (including the individual's title or job) during each executive session held on October 7, 2025, and the reason for the individual's presence during the executive session. Please also provide the individual's contact information, including address and phone number.

**County Commissioner Mika Milburn, 620.215.5880. Commissioner Milburn was there pursuant to her duties as County Commissioner.**

**County Commissioner David Beerbower, 620.215.5821. Commissioner Beerbower was there pursuant to her duties as County Commissioner.**

**County Counselor Robert Johnson, 620.365.3778, P.O. Box 866, Iola, Kansas, 66210. Mr. Johnson was present for the purposes of overseeing the commission and giving advice pursuant to his role as Bourbon County County Counselor.**

**Attorney, Jacob Bielenberg, 913.386.7720, 9393 W. 110<sup>th</sup> Street, Suite 300, Building 51, Corporate Woods, Overland Park, Kansas 66210. Mr. Bielenberg was present given his knowledge of the pending litigation and in his advisory capacity regarding the negotiations over the Public Works employee's severance negotiations.**

**HR director Dr. Steven Cohen. 816.600.04215, 210 SW Market Street, 101, Lee's Summit, Missouri 64063. Dr. Cohen was present in his capacity as Director of Human Resources for input on the ongoing negotiations with the Public Works employee and to lend advice concerning payroll issues.**

11. A detailed description of any and all communications between the commissioners or the commissioners and Ms. Walker outside of an open meeting concerning the procedure for drafting meeting minutes and approval or suggestions for meeting minutes from January 1, 2025 through the date of this letter.

**The Clerk prepares draft minutes and emails them to the commissioners, Then the Commission emails the Clerk any proposed changes. The Clerk prepares the final minutes based on Commission feedback, then the Commission approves them in open session.**

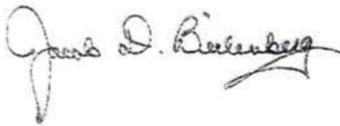
12. Does the commission or commissioners discuss any other county business or make decisions outside of an open meeting? If so, explain what business is discussed or decisions are made, why the business is discussed or acted on outside of an open meeting, and when this happens. Are any of these matters ever eventually discussed, reported or acted on in an open meeting.

**Not that the undersigned is aware of.**

The information contained in this request is true and correct. It has been reviewed by all individuals providing information, and the Commissioners have reviewed it, and attest to its truth and veracity.

If you have any follow-up questions or concerns, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink that reads "Jacob D. Bielenberg". The signature is written in a cursive style with a prominent loop at the end of the last name.

JACOB D. BIELENBERG  
PARTNER  
jbielenberg@fpsslaw.com  
O 913.386.7720

(2)

**County Clerk**

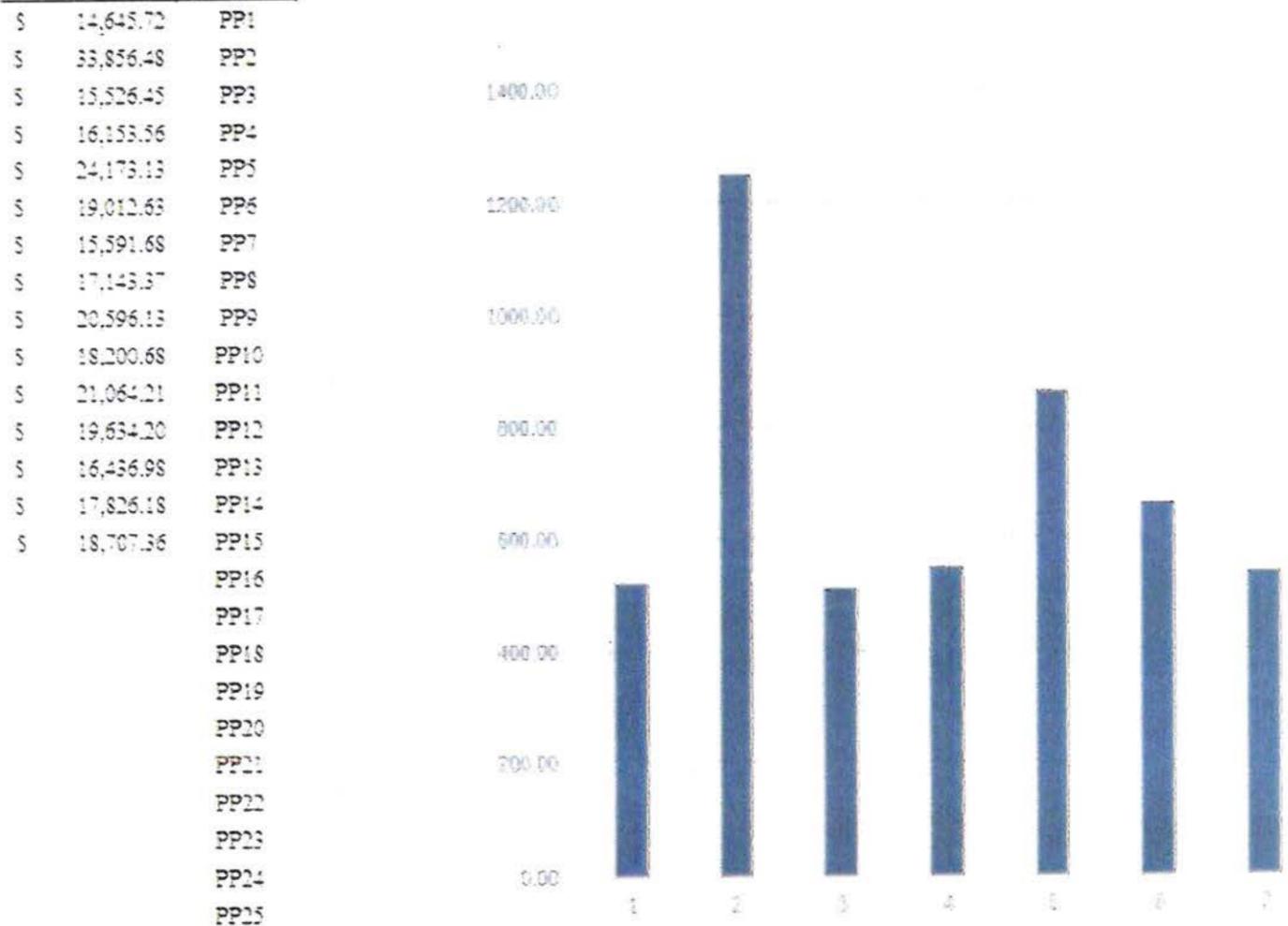
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**From:** AP  
**Sent:** Tuesday, July 22, 2025 11:10 AM  
**To:** David Beerbower; bob@jvpalaw.com  
**Cc:** County Clerk  
**Subject:** Payroll 7.25.25  
**Attachments:** rCICEarnedHoursByType.pdf; rWagesByDept.pdf

Payroll is ready to be approved.

Departments	1	2	3	4	5	6	7	8	9	10
Appraiser		1.25	1.00			0.50	0.25			
IT										
Treasurer		0.25				0.50				3.
Bailiff		0.33								
ROD										
R&B Nox Weed	33.25	445.50		0.50	165.00	2.00	2.00			
Clerk		2.33	1.18		5.00	10.59	6.00	26.00	19.92	
Custodial		12.50	5.25	9.25	11.25	10.50	10.50	10.50	5.50	
Attorney		29.25	13.25	14.00	12.75	1.00	1.50	4.50	2.50	0.
Corrections	77.90	165.31	53.94	48.44	54.95	34.33	19.65	12.00	41.31	45.
Sheriff	77.00	226.75	54.67	169.67	194.25	173.25	154.17	153.85	196.92	86.
Commision										
Ambulance	333.67	370.50	382.75	309.00	419.66	430.74	347.00	374.33	423.50	489.
Pay Period Totals	521.82	1253.97	512.04	550.86	862.86	663.41	541.07	581.18	689.65	626.

Total OT Wages



Respectfully,

*Selena Williams*

Deputy Clerk/Accounts Payable

210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156

## County Clerk

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**From:** County Clerk  
**Sent:** Tuesday, July 29, 2025 1:39 PM  
**To:** steve@oncallhrgroup.com  
**Cc:** Bob Johnson  
**Subject:** RE: Shane's Pay

Dr. Cohen,

I went over to the bank this morning and had them pull back the ACH from our personal account which is demonstrated below for a total of \$1,148.81 for Shane's most recent pay on 07.25.25. The reason there are two transactions is because we have \$150 deposited into our savings each pay check. So this is from two different accounts for us. I also contacted the Treasurer at 10:08AM to let her know that these transactions would be coming back through Bourbon County's Bank. Once I receive confirmation I will forward that information to you as well. I spoke with Patty at 12:12PM to confirm the money had been deposited into Bourbon County's Account and said she will watch for it. In addition, I told Patty to please keep this confidential and I hope you can re-iterate that to her as well.

Again, for clarification of everything that has transpired over the past few days. Mrs. Milburn contacted my payroll clerk yesterday morning at 9:19 AM to discuss Shane's pay. Selena explained what she could and told her to contact me with any further questions. Selena is out today but will be sending you a statement. Mr. Tran was the individual that led the discussion during the executive session last night. As I explained last night during our executive session, our payroll process has a system. The system involves Selena completing payroll changes documenting them and once the register is complete I review her changes based on payroll change forms. Since we had not received Shane's change to payroll form it was overlooked. I take full responsibility for not catching the mistake. Something I didn't mention last night was all of this could have been avoided and corrected before payday as the commission is always sent payroll to approve several days ahead of the pay date (see below). In this case the date was 07.22.25 for a pay date of 07.25.25. Since January, there has not been a single question regarding payroll nor approval other than at the meetings each week. The commission has a responsibility each week to review this information in a timely manner as well – before payroll is processed. I am human and will be the first to admit when I have made an error. I also asked the Commission for some "Grace" last night since my family's world has been turned upside down the past 30 days. The stress this has caused on me personally is enormous as we try to navigate the decisions made by the commission. In addition, I was also the only person in the office last week so was a bit overwhelmed with phone calls, taking care of the public and keeping my head above water when reviewing payroll. Once Selena returns tomorrow we will be processing a special payroll to pay Shane for his days of work. As discussed, it will be for July 7-9<sup>th</sup> a total of 24 hours. He will have reimbursed pay for benefits in the amount of \$119.40.

# Payroll 7.25.25



AP

To: David Beerbower; Bob Johnson  
 Cc: County Clerk  
 Bcc: Mika Milburn-Kee; Sam Tran



rCICEarnedHoursByType.pdf  
430 KB



rWagesByDept.pdf  
193 KB

Payroll is ready to be approved.

OT by Department by Pay Pe

Department	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Approver		1.00	1.00				1.00	1.00				1.00		
IT														
Treasurer		1.00					1.00			3.00				
Bank		1.00												
ROD												1.00		
R&B New/Reed	11.00	447.00		1.00	181.00	1.00	1.00					1.00		1.00
Clerk		1.00	1.00		1.00	10.00	5.00	25.00	15.00			1.00		1.00
Courier		12.00	1.00	9.00	11.00	10.00	10.00	10.00	5.00			11.00	5.00	5.00
Attorney		19.00	19.00	14.00	12.00	1.00	1.00	4.00	2.00			1.00	1.00	1.00
Circuit Court	77.00	140.00	59.00	48.00	54.00	34.00	19.00	10.00	41.00	41.00	20.00	41.00	41.00	20.00
Sheriff	77.00	216.00	74.00	109.00	194.00	173.00	134.00	170.00	194.00	269.00	142.00	55.00	77.00	126.00
Commissioner														4.00
Ambulance	597.00	910.00	592.00	589.00	419.00	490.00	547.00	574.00	423.00	489.00	336.00	326.00	417.00	451.00
<b>Pay Period Totals</b>	<b>501.00</b>	<b>1259.00</b>	<b>702.00</b>	<b>720.00</b>	<b>582.00</b>	<b>888.00</b>	<b>842.00</b>	<b>781.00</b>	<b>959.00</b>	<b>828.00</b>	<b>729.00</b>	<b>892.00</b>	<b>1000.00</b>	<b>750.00</b>

Displaying: Transaction Type: All Transaction Types; Date Range: Last 90 Days

Date ↓

Description ↑

Type ↑

Pending

> 07/29/2025

ACH Manager Bourbon County T (Pending)

Withdrawal

Date ↓

Description ↑

Type ↑

Pending

> 07/29/2025

ACH Manager Bourbon County T (Pending)

Withdrawal

*Susan E. Walker*

Bourbon County Clerk  
210 S National Avenue  
Fort Scott, KS 66701

620.223.3800 X 191  
620.644.7927 Direct Line

**From:** County Clerk  
**Sent:** Monday, July 28, 2025 5:00 PM  
**To:** steve@oncallhrgroup.com  
**Cc:** Bob Johnson <bob@jvpalaw.com>  
**Subject:** Shane's Pay

Dr. Cohen,

Shane and I discussed this and we will be returning the pay to the County in full and I will ask Selena to run a new payroll for the correct amounts. This way there is not any issues moving forward. This is my mistake for not catching the extra days. He will be paid for a full 8 hours for Monday – Wednesday. I will document everything to you tomorrow once the check is deposited and a new check is reissued. Please keep in mind his pay will reflect \$119.40 additional pay for reimbursement of premiums paid in advance. Thank you.

*Susan E. Walker*

Bourbon County Clerk  
210 S National Avenue  
Fort Scott, KS 66701

620.223.3800 X 191  
620.644.7927 Direct Line

## County Clerk

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**From:** Steve Cohen <stevecohen82@gmail.com>  
**Sent:** Thursday, July 31, 2025 3:16 PM  
**To:** AP  
**Cc:** County Clerk; David Beerbower; Mika Milburn-Kee; Sam Tran; bob@jypalaw.com  
**Subject:** Re: Improving Payroll Processing

Yes, please do. steve

On Wed, Jul 30, 2025 at 8:43 AM AP <[ap@bourboncountyks.org](mailto:ap@bourboncountyks.org)> wrote:

Good morning,

I'm writing in regard to a recent payroll issue that occurred with the 7/25/25 payroll cycle. Unfortunately, due to not receiving termination paperwork in a timely manner, I now have to void a paycheck that was already processed. This creates complications not only with payroll, but also with benefits payments, KPERS, and state and federal reporting.

To help avoid these issues moving forward and ensure a smoother process, I would like to request that all termination paperwork and benefit coverage updates be submitted no later than the week prior to payroll processing.

For context, my current payroll schedule is as follows:

- The week before payroll, I finalize any terminations, benefit adjustments, and calculate any owed leave etc.
- On Monday of payroll week, I begin reviewing timesheets and preparing the payroll batch.
- Payroll is completed and submitted to the commissioners by Wednesday of payroll week for approval.

Would it be helpful if I sent over a payroll calendar outlining all payroll deadlines for the rest of the year? That way, we can ensure everyone is aware of the timelines and expectations.

My goal is to make this process as efficient and accurate as possible. Voiding paychecks and correcting records after the fact not only disrupts the system but adds unnecessary strain on an already busy workload.

Please let me know how we can work together to improve this process. I appreciate your time and support.

Thank you and have a great day!

Respectfully,

*Selena Williams*

Deputy Clerk/Accounts Payable

210 S. National

Fort Scott, KS 66701

Phone: (620)223-3800 Ext. 102

Cell: (469)383-4156

--

**Steve Cohen Ed.D**

*Principal*

**HR Solutions On-Call**

210 SW Market St #101

Lee's Summit, MO 64063

913.927.0229 (cell)

In Kansas, causing a false criminal charge is illegal under

"Interference with Law Enforcement" statutes (K.S.A. 21-5904). It is a Class A nonperson misdemeanor to knowingly report false information to law enforcement with the intent to trigger an investigation against an innocent person, or to obstruct police, punishable by up to 364 days in jail and fines.

#### Key Aspects of Kansas Law on False Reports:

- **Interference with Law Enforcement (K.S.A. 21-5904):** Falsely reporting to a law enforcement officer or agency that a specific person committed a crime, knowing it is false, is a crime.
- **Intent:** The reporter must act with the intent to induce the officer to rely on false information.
- **Penalties:** This is generally a Class A nonperson misdemeanor, which can carry penalties of up to 364 days in county jail and fines up to \$2,500.
- **Felony Level:** If the false report leads to an investigation for a felony, or if the false report causes a person to be charged with a felony, the offense can be elevated.

Trying to frame someone for a felony in Kansas involves several potential violations of the Kansas Criminal Code, primarily centered around

interference with law enforcement and false information. Key statutes include:

- **Making a False Information/Claim (K.S.A. 21-5824/21-6207):** Knowingly initiating a false police report, framing someone with false evidence, or providing misleading information to law enforcement to initiate an investigation is a crime.
- **Criminal Solicitation (K.S.A. 21-5303):** Soliciting or encouraging another person to commit a felony or to aid in the framing is a crime.
- **Conspiracy (K.S.A. 21-5302):** Agreeing with others to frame someone, if an overt act is committed in furtherance of that, is a conspiracy.
- **Obstruction of Justice/Law Enforcement (K.S.A. 21-5904):** Knowingly obstructing, resisting, or opposing a law enforcement officer in the performance of duty, which includes misleading them in a felony investigation.

**Severity Levels:** These offenses can range from Class A misdemeanors to severe felonies, depending on the nature of the false claim and whether it involves, for instance, a person felony or substantial harm to the framed individual.

**21-5824. Making false information.**

(a) Making false information is making, generating, distributing or drawing, or causing to be made, generated, distributed or drawn, any written instrument, electronic data or entry in a book of account with knowledge that such information falsely states or represents some material matter or is not what it purports to be, and with intent to defraud, obstruct the detection of a theft or felony offense or induce official action.

(b) Making false information is a severity level 8, nonperson felony.

**History:** L. 2010, ch. 136, § 110; July 1, 2011.

21-6103. Criminal false communication. (a) Criminal false communication is:

(1) Communicating to any person, by any means, information that the person communicating such information knows to be false and will tend to:

(A) Expose another living person to public hatred, contempt or ridicule;

(B) deprive such person of the benefits of public confidence and social acceptance; or

(C) degrade and vilify the memory of one who is dead and to scandalize or provoke surviving relatives and friends; or

(2) recklessly making, circulating or causing to be circulated any false report, statement or rumor with intent to injure the financial standing or reputation of any bank, financial or business institution or the financial standing of any individual in this state.

(b) Criminal false communication is a class A nonperson misdemeanor.

(c) In all prosecutions under this section the truth of the information communicated shall be admitted as evidence. It shall be a

## M E M O R A N D U M

Date: February 18, 2026

To: File

FR: Gregg Motley, 4<sup>th</sup> District Commissioner

RE: Bailey Separation Payout

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On February 13, 2026, I scheduled an interview at the Courthouse with KSN 16, Joplin news reporter, Jake Cooperman. During the interview, he asked me about the alleged fraud that had occurred in the payroll department. I told him that despite my inquiries, I had not learned that the fraud alleged during the recent commission meeting was regarding our payroll account.

On February 13, 2026, I learned the specific transaction in which alleged fraud occurred from another commissioner: the Bailey separation payout. Because I could not know for certain if fraud actually occurred, I did my own forensic audit to assure myself that the county had not suffered loss or compromise due to this transaction.

I asked for copies of all pertinent emails and phone records from the payroll clerk, I called Eric Bailey and got his emails and recordings of phone records, and called Dr. Steven Cohen to get his verification of what I discovered. Here is a short timeline of events:

- On 9/3/2025, Eric Bailey sent an email to Dr. Cohen agreeing to the payout terms outlined to him by Dr. Cohen, which included a \$20,000 cash payout.
- On 9/4/2025, Dr. Cohen placed a phone call to the payroll clerk, approving the cash payout. I spoke to Dr. Cohen to verify the content of the call as described by the payroll clerk, and he affirmed her recollection and confirmed to me that he had approved the payout.
- On 9/5/2025, the payroll clerk paid out \$20,000 as approved.
- On 9/8/2025, the commission approved the consent agenda which included the payroll files with the \$20,000 payout to Eric Bailey included.

My conclusion is that there was no fraud, or intent to defraud the county inherent in the transaction.

**CHIEF INFORMATION OFFICER**

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this 7 day of June, 2022 by and between BOURBON COUNTY COMMISSIONERS, KANSAS, (hereinafter referred to as "County"), and **Shane Walker**, (hereinafter referred to as "EMPLOYEE"), both whom understand as follows:

**WHEREAS**, the COUNTY desires to employ the services of Shane Walker as the County Chief Information Officer of Bourbon County, Kansas.

**WHEREAS**, the Shane Walker, having accepted employment as Chief Information Officer for Bourbon County, Kansas and the County Commission desiring to clearly establish conditions of employment and working conditions, it is hereby mutually agreed as follows:

**WITNESSETH:**

1. **DUTIES.** COUNTY hereby engages EMPLOYEE as Chief Information Officer ("CIO") of Bourbon County, Kansas, and EMPLOYEE hereby accepts said employment to perform the functions and duties specified by the Bourbon County Commissioners that are legally permissible and proper duties and functions as the County Commission shall from time-to-time assign. County Commission appoints Shane Walker as Chief Information Officer and may remove him at any time subject to the provisions of this Agreement.
2. **COMPENSATION.** COUNTY agrees to pay EMPLOYEE for his services at an annual base salary rate of \$82,617.60 (\$3,177.57) payable in installments at the same time as other employees of the COUNTY are paid. COUNTY agrees to increase said base salary and/or other benefits of EMPLOYEE in such amounts and to such an extent as the County Commission may determine on the basis of an annual review of said EMPLOYEE made at the same time as similar consideration is given to other employees generally.
3. **DUES.** The COUNTY agrees to budget and pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and/or organizations necessary and desirable for his continued professional participation, growth, advancement, and good of the COUNTY.
4. **PROFESSIONAL DEVELOPMENT.** The COUNTY hereby agrees as follows:
  - A. To budget for and to pay the travel and subsistence expense of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and adequately pursue necessary official and other functions for COUNTY including, but not limited to, the annual conference of the Kansas Association of Counties and for such regional, state, and local governmental groups and committees thereof which EMPLOYEE serves as a member. All expenses shall be itemized on COUNTY expense vouchers and any expenditure for lodging and other expenses shall be accompanied by a detailed receipt.

B. To budget and pay for the travel and subsistence expense of the EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the COUNTY.

5. HEALTH INSURANCE. The COUNTY agrees to pay the cost for a single coverage to the EMPLOYEE.

6. SICK LEAVE. The COUNTY agrees to provide the same sick leave as all other hourly employees as provided in the handbook. There will not be a waiting period for the use of sick leave. Accrual will begin day one of employment and may be used as it is accrued.

7. VACTION AND OTHER BENEFITS. The COUNTY agrees to provide twenty-eight (28) days of paid vacation each year effective with the date of employment and can be carried over each year. EMPLOYEE will also earn (20) days of paid vacation at the beginning of each year that must be used by December of the same year.

8. TERM. The term of this agreement for compensation is for one (1) year but EMPLOYEE agrees to remain in the exclusive employ of the COUNTY from May 1, 2022, until December 1, 2025. The EMPLOYEE shall neither accept nor become employed by any other employer until said termination date. The EMPLOYEE shall not devote any time to teaching, consulting, or other non-county connected business without the express prior approval of the County Commission.

In the event written notice is not given by either party to this contract to the other forty-five (45) days prior to the termination date as hereinabove provided, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said contract shall continue thereafter for (1) year periods unless forty-five (45) days written notice is given prior to the time of expiration.

9. TERMINATION AND SEVERANCE PAY.

A. In the event EMPLOYEE is terminated by the COUNTY COMMISSION before the expiration of this agreement, the COUNTY agrees to pay EMPLOYEE a lump sum cash payment equal to sixty (60) days aggregate salary, and accumulated vacation, and sick leave; provided, however, that in the event EMPLOYEE is terminated because of any unethical or improper act involving personal gain to him, then, in that event, the COUNTY shall have no obligation to pay the aggregate severance sum designated in this paragraph. Termination of the EMPLOYEE requires a unanimous vote of three (3) Commissioners.

B. In the event the COUNTY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all COUNTY employees, or in the event the COUNTY refuses, following written notice, to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the COUNTY COMMISSION that EMPLOYEE resign, then, in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning in context of the herein severance pay provision.

C. In the event the EMPLOYEE decides to voluntarily resign his position, before the expiration of the aforesaid term of employment, said EMPLOYEE shall give the COUNTY at least forty-five (45) days advance notice in writing of his intention to resign, unless otherwise agreed to by the parties. The EMPLOYEE will not be entitled to the 60 days severance pay under Paragraph 9 in the event of resignation except he shall be paid for all of his unused sick leave and vacation time.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The COUNTY shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the County's policy or any other law.

B. The COUNTY agrees to pay EMPLOYEE'S reasonable dues in the civic organization of EMPLOYEE'S choice provided, however, that nothing beyond membership dues shall be paid. Costs of any meals, special assessments, or any other club assessment, except membership dues, shall be compensated by the COUNTY.

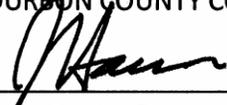
C. Pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, if EMPLOYEE is sued pursuant to said act, defense of the EMPLOYEE shall be provided pursuant to K.S.A. 75-6108, as amended.

D. The text herein shall constitute the entire agreement between the parties. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of the EMPLOYEE.

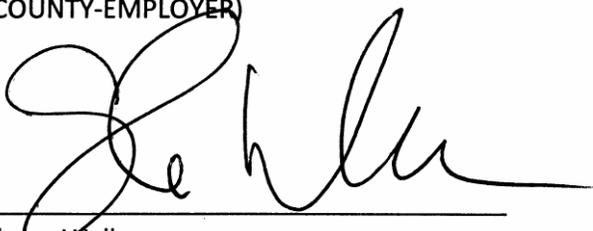
**IN WITNESS WHEREOF**, The COUNTY, has caused this agreement to be signed and executed on its behalf by its chairman and duly attested to by its County Clerk, and the EMPLOYEE has signed and executed this agreement, both in duplicate, on the date and year first above written.

THE BOURBON COUNTY COMMISSION, KANSAS

By:   
James Harris, Chairperson  
(COUNTY-EMPLOYER)

  
Ashley Shelton, County Clerk



By:   
Shane Walker

## EMAIL RECORD

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**Subject:** Shane Payout

**From:** County Clerk

**To:** "steve@oncallhrgroup.com"

**Date:** Mon, 14 Jul 2025 13:40:49 +0000

---

Here is the calculations for Shane's payout. Can you please confirm that this is good to payout. Thank you!

### Shane Walker Contract Payout Calculations

Shane Walker Contract Payout Calculations				
Date of Hire:	12/1/2005			Hourly Rate = \$42.60425 Annual Pay \$88,616.84
Shane Walker	2023	2024	2025	Comments
Sick Leave Hours Accrued	160	160	93.333	20 Days per Year and No cap per September 26, 2008 Minutes (2025 is through July)
Vacation C/O Accrued	224	224	224	Per contract
Vacation Hours Accrued			160	Earns 20 days each year that must be used by EOY
Hours Used FMLA	-33			Total Hours from June 26-July 15 used (Let Go on July 9th)
Total Hours Accrued	351	384	477.333	
	Hours	Total Due		
Total Vacation/Sick Due	1212.333	\$ 51,650.54		
60 Days Severance	480	\$ 20,450.04		
		\$ 72,100.58		

## EMAIL RECORD

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**Subject:** Shane Walker Contract Payout

**From:** County Clerk

**To:** "steve@oncallhrgroup.com"

**Date:** Mon, 14 Jul 2025 14:04:40 +0000

---

I went back and discussed with Selena how the system is accruing for other employees on sick leave. Our handbook is conflicting on the amounts. Page 40 states employees will accrue one day per month and on page 41 the rate per year shows 15 days per year. I don't want any issues with the commission or hold this up any longer than we have to, so I figured it on 1 day per month. I re-calculated and this is the new amount. Please let me know so Selena can run a special payroll today and we can add it into our federal deposit that is due today. Thank you.

### Shane Walker Contract Payout Calculations

Shane Walker Contract Payout Calculations				
Date of Hire:	12/1/2005	Hourly Rate = \$42.60425 Annual Pay \$88,616.84		
Shane Walker	2023	2024	2025	Comments
Sick Leave Hours Accrued	96	96	56	20 Days per Year and No cap per September 26, 2008 Minutes (2025 is through July)
Vacation C/O Accrued	224	224	224	Per contract
Vacation Hours Accrued			160	Earns 20 days each year that must be used by EOY
Hours Used FMLA	-33			Total Hours from June 26-July 15 used (Let Go on July 9th)
Total Hours Accrued	287	320	440	
	Hours	Total Due		
Total Vacation/Sick Due	1047	\$ 44,606.65		
60 Days Severance	480	\$ 20,450.04		
		\$ 65,056.69		

## EMAIL RECORD

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**Subject:** Eric Bailey Payout

**From:** County Clerk

**To:** "steve@oncallhrgroup.com"

**Date:** Tue, 15 Jul 2025 16:27:56 +0000

---

Dr. Cohen,

Here is the amount for Eric Bailey to payout his contract at the end of his 45 days. If for some reason he is replaced before August he would have 8 hours less in pay for Sick Leave Accrual.

Susan E. Walker

Bourbon County Clerk

210 S National Avenue

Fort Scott, KS 66701

620.223.3800 X 191

620.644.7927 Direct Line

**Eric Bailey Contract Payout Calculations**

Date of Hire:	10/1/2020			Hourly Rate = \$33.72 Annual Pay \$70,137.60
<b>Eric Bailey</b>	2023	2024	2025	Comments
Sick Leave Hours Accrued	96	96	64	12 Days per Year and No cap per September 26, 2008 Minutes (2025 is through August)
Vacation C/O Accrued	224	224	224	Per contract
Vacation Hours Accrued			120	Earns 20 days each year that must be used by EOY
Total Hours Accrued	320	320	408	
	Hours	Total Due		
Total Vacation/Sick Due	1048	\$ 35,338.56		
		\$ 35,338.56		

## EMAIL RECORD

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**Subject:** FW: Shane Walker's contract  
**From:** County Clerk  
**To:** "steve@oncallhrgroup.com"  
**Date:** Wed, 02 Jul 2025 19:13:36 +0000

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**From:** County Clerk

**Sent:** Wednesday, July 2, 2025 10:19 AM

**To:** Steve Cohen <stevecohen82@gmail.com>

**Subject:** RE: Shane Walker's contract

**From:** Steve Cohen <stevecohen82@gmail.com<mailto:stevecohen82@gmail.com>>

**Sent:** Wednesday, July 2, 2025 3:30 AM

**To:** County Clerk <countyclerk@bourboncountyks.org<mailto:countyclerk@bourboncountyks.org>>; Mika Milburn-Kee <mmilburn@bourboncountyks.org<mailto:mmilburn@bourboncountyks.org>>

**Subject:** Shane Walker's contract

Susan, Please forgive the sensitivity of the subject matter but since you are the official keeper of the records for Bourbon Co government.

Please review the records and provide a copy of Shane's contract with Bourbon Co. I am in possession of an signed agreement between Shane and Bourbon Co dated June 7, 2022. Can you please look and see if the County signed any other agreements with Shane after the above mentioned date? If any exists please let me know and forward me a copy of such agreement. If Shane has in his possession any agreement executed after the June 7, 2022 date please forward that to me. Thank you for your assistance.

Again, I am sorry for any discomfort that this email generated. It is never my intention to cause undue hardship.  
Steve

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Steve Cohen Ed.D

Principal

HR Solutions On-Call

210 SW Market St #101

Lee's Summit, MO 64063

913.927.0229 (cell)

## EMAIL RECORD

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**Subject:** Payroll Week

**From:** County Clerk

**To:** "steve@oncallhrgroup.com"

**Date:** Mon, 21 Jul 2025 13:23:31 +0000

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Dr. Cohen,

This is payroll week. Have they decided on anything on Shane? My payroll clerk will only be here today and tomorrow.

Susan E. Walker

Bourbon County Clerk

210 S National Avenue

Fort Scott, KS 66701

620.223.3800 X 191

620.644.7927 Direct Line