

**IN THE DISTRICT COURT OF BOURBON COUNTY, KANSAS**

SUSAN WALKER f/k/a SUSAN  
BANCROFT,

Plaintiff,

vs.

BOARD OF COUNTY COMMISSIONERS  
OF BOURBON COUNTY, KANSAS,

Defendant.

Case No. BB-2025-CV-000015

**DEFENDANT BOURBON COUNTY’S REPLY IN SUPPORT OF ITS  
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 Reply in Support of its Motion to Set Aside Default Judgment pursuant to K.S.A. 60-260(b) and Local Rule 8, states as follows:

1. The Plaintiff is correct in that subsequent correspondence and media interviews indicates that both Commissioner Wisenhunt<sup>1</sup> and Treasurer Patty Love received the Petitions in the case at bar. Accordingly, Defendant withdraws its arguments concerning alleged improper service. However, the County Counselor for the Commission did not receive the Petition nor was he aware of the default judgment, and therefore he was unaware of the need to hire defense counsel or otherwise Answer the Petition. This constitutes excusable neglect.

2. Plaintiff suggests “The County Attorney<sup>2</sup> did have notice because prior to the default he said to Plaintiff that he needed her attorney’s contact information so he could talk to the attorney about settling the lawsuit. Ex. D, Declaration of Susan Walker:” Response in Opposition, ¶ 11.

---

<sup>1</sup> After filing of the Response in Opposition to the instant Motion, Commissioner Wisenhunt resigned his seat on the Board of County Commissioners.

<sup>2</sup> For purposes of the pending motion, Counsel presumes Plaintiff means “County Counselor” when she refers to the “County Attorney.”

3. Defendant does not dispute this conversation occurred; however, upon information and belief, that conversation occurred after a demand letter was sent but before any suit was filed.

4. County Counselor Bob Johnson did not receive the Petition, nor did he receive the email included as Exhibit C to Plaintiff's Response in Opposition.

5. Indeed, **Exhibit 1**, attached hereto, establishes Bob Johnson's computer and email were hacked on or about Monday, March 24, 2025. Accordingly, Mr. Johnson did not have access to his computer or email software from March 24, 2025, through March 27, 2025. *See Exhibit 1.* **Exhibit 2**, reflects that Advantage Computer in Iola, Kansas, was in possession of the Computer during this timeframe.

6. In **Exhibit 3**, Mr. Johnson's Paralegal and Office Manager Amanda Wilson confirms, "Since the virus/hack has occurred, we have had numerous issues with receiving emails and have had to call Advantage to increase our email server storage in order to allow emails to come through. We have had multiple emails that we have been called about that have not been received in our office."

7. Defendant's **Exhibits 4 & 5** (affidavits of Bob Johnson and Amanda Wilson) confirm the above.

8. These issues are compounded by the fact that Plaintiff in this matter is the individual charged with the duties to "administer risk management, claims, and insurance for the County" and to "maintain all claims against the County." *See Exhibit 6*, Memorandum of understanding and **Exhibit 7**, County Clerk job Description. Given the Plaintiff's role as County Clerk, these duties were never carried out in this instance and no one advised counsel of the need to respond to the petition.

9. The point of Defendant’s original Motion to Set Aside default remains: the conduct herein alleged constitutes excusable neglect sufficient to set aside the default judgment.

10. Excusable neglect, for the purposes of K.S.A. 60–260(b)(1), is not susceptible to clear definition and must be determined on a case-by-case basis. *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. Here, the computer issues experienced by the County Counselor were not intentional or reckless. The reality is the County Counselor did not know of the lawsuit, and he never received the email attached to Plaintiff’s Response in Opposition as Exhibit C. If he had, he would have done as he always does in these scenarios which is to notify the County’s insurance carrier and begin the process of obtaining defense counsel to respond.

12. Accordingly, the Court should set aside the default judgment Under K.S.A. 60-260(b)(1) as “Mistake, inadvertence, surprise, or excusable neglect.”

13. In addition to justification under K.S.A. 60-260(b)(1), the Court should also set the judgment aside under K.S.A. 60-260(b)(6). While Plaintiff suggests Defendant does not have a meritorious defense, the reality is that it does.

14. Former County Commissioner Jim Harris will testify that Plaintiff was not terminated. Rather her status as a contractor was changed to that of a W2 employee. When the BOCC undertook this action it paid Plaintiff a severance package, which Plaintiff herself drafted and prepared, and ultimately agreed to. Despite the allegations raised in the First Amended Petition, Plaintiff received payment from the county for the sums underlying her causes of action.

Evidence of the payment made under the severance agreement was provided pursuant to a KORA request by a concerned citizen in 2023 as is attached hereto as **Exhibits 8** and **9** respectively. Accordingly, the assertions raised in ¶¶18-21 & 23-24 of the First Amended Petition are unfounded, and refusal to set aside the default judgment will result in Plaintiff recovering these sums from the County twice.

15. Defendant believes these actions were taken validly and that there are credible witnesses that will testify to the same, namely Rob Herrington and Mark McCoy who were present when the Commission and Plaintiff met, discussed the transition and agreed to the severance arrangement. These actions were also undertaken with advice and guidance from the former County Counselor. Accordingly, there is no factual basis for breach of contract or a violation of the Kansas Wage Payment Act.

16. Additionally, as indicated by the General Counsel for the Kansas Governmental Ethics Commission, the contract on which the claims are based is arguably void given violations of Kansas' conflict of interest laws under K.S.A. 75-4304 and 75-4305. See **Exhibit 10**, correspondence from KGEC General Counsel.

17. Finally, to the extent Plaintiff alleges she was promised a certain salary if she ran for office, those assertions are misleading and partially incorrect. At the time, the Commission was looking to increase the pay of the treasurer's office and consolidate job duties under that office in an effort to avoid a reduction in work force. Given the plaintiff's role as the CFO for the County, it was believed she would make a good candidate for the treasurer's office. Upon information and belief, defendant believes if Plaintiff was told to run for office by previous commissioners, it was as treasurer. Ultimately there was no guarantee of a higher salary if Plaintiff chose to run for another office, such as the Clerk's office.





ROBERT E. JOHNSON II  
bob@jvpalaw.com

---

CHASE J. VAUGHN  
chase@jvpalaw.com

---

May 29, 2025

Jacob D. Bielenberg  
Fisher Patterson Saylor & Smith LLP  
Building 51, Corporate Woods  
9393 W 110th St Ste 300  
Overland Park, KS 66210

RE: Bourbon County

Dear Mr. Bielenberg:

Find enclosed a memo to the file as well as supporting documentation from Advantage Computers regarding my computer. This relates to the time frame around March 25, 2025, wherein an email was sent to me from Bourbon County, and that I did not receive. As you can tell from the memo and supporting documents, on or about March 21, 2025, I received an email which I opened from another law firm. Said email was actually a hack/virus that infected my computer. I did not have access to my email software or physical possession of my computer from Monday March 24, 2025, until Thursday March 27, 2025. During that time, my computer was physically at Advantage Computers with the IT staff. I assume they were scanning the same and ensuring any viruses were removed. In the process of doing so, it is my understanding that they uninstalled and reinstalled many things, including my email software, in order to make sure the computer was clear of any virus or hacking software.

Once I received the computer back around March 27, 2025, we have repeatedly had issues with receiving emails, due to the storage space and at one point, our email providers system crashed. We have since increased our storage space.

I am not a computer IT person and can barely operate the general computer functions but as I have said, I did not receive the email from Bourbon County on March 25<sup>th</sup>, and I am guessing the attached is probably why.

If you need anything additional from me, please feel free to call.

Very Truly Yours,

Robert E. Johnson II

REJ: asw  
enclosure

EXHIBIT 1

**Age Computer**  
 Phone: (620) 365-5156  
 Fax: (620) 365-7980  
 1000 W Miller RD, PO Box 385  
 Iola, KS 66749



# Invoice

Number: **105067**  
 Date: **4/3/2025**  
 Source: **SO No. 436743**

**Bill-To**

**Attn: Amanda Wilson**  
**Johnson Vaughn, PA**  
**118 W. Madison**  
**PO Box 866**  
**Iola, KS 66749 USA**

**Ship-To**

**Attn: Amanda Wilson**  
**Johnson Vaughn, PA**  
**118 W. Madison**  
**PO Box 866**  
**Iola, KS 66749 USA**  
**Phone: (620) 228-1377**

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Sales Rep	Ship Via	Terms
3068	3653778	3653778			Michelle Weber		Net 10 days

*Bob's computer possibly hacked*

*03/24/2025 12:10 PM by Jason A. Stokes : I called and talked to Amanda, No one is at the office currently. I will call back after 1pm.*

*03/25/2025 04:54:07 PM, Shane Womack: Brought Bob's PC back to the office to format windows. Updated the PC to Windows 11.*

*03/27/2025 09:37:51 AM, Shane Womack: Returned the PC today.*

Qty.	Item ID	Description	UOM	Ea. Price	Total
3.00	PC Labor	PC/Printer Labor	HR	\$75.00	\$225.00
				Item Total:	\$225.00
				Sales Tax at 8.750%:	\$19.69
				<b>Total Amount Due:</b>	<b>\$244.69</b>

## EXHIBIT 2

\*\*\*\* THANK YOU FOR YOUR BUSINESS! \*\*\*\*

Visit us on the Web: [www.websupporthelp.com](http://www.websupporthelp.com)

All software sales are final. Authorized returns must be within 15 days and may be subject to a 25% restocking fee.

(\* denotes repair item)

invoice - no assembly detail.rpt

Printed: 4/4/2025 3:36:11PM

Page 1

## Amanda Wilson

---

**From:** eleazar@jayhawksoftware.com on behalf of Eleazar Bourbon  
<eleazar@jayhawksoftware.com>  
**Sent:** Monday, March 24, 2025 11:28 AM  
**To:** amanda@jvpalaw.com  
**Cc:** service@aceks.com  
**Subject:** Advantage Computer/Jayhawk Software support request (Service Order 436743)  
**Attachments:** Service Order - 436743.pdf

Amanda,

Thank you for contacting us. We have opened Service Order # 436743 regarding your issue and have assigned it to our tech .. If you haven't spoken to a support team member yet, one will be contacting you.

The following information has been entered into this service order:

Service Order Number: 436743  
**Account Name: Johnson Vaughn, PA**  
**Contact Name/Phone: Amanda Wilson (620) 228-1377**  
Tech Assigned:  
Date Received: 3/24/2025  
Brief Description: Bob's computer possibly hacked  
Work Requested: (Unassigned)

03/24/2025 11:26:20 AM, Eleazar Bourbon: Amanda called in reporting that mouse pointer on Bob's PC was moving around, and the screen was black. When she tried to turn on the computer, the mouse went to "Cancel" and cancelled it. Amanda managed to shut the computer off. Bob is not in the office today. Amanda would like us to take a look and make sure he is not hacked.

We are committed to providing the best service possible. Please contact our support team if you have any questions regarding this service order.

Thank you,

**Eleazar Bourbon | Web Design/Bill Card Sales**

**Email: [eleazar@jayhawksoftware.com](mailto:eleazar@jayhawksoftware.com)**



**Advantage Computer Enterprises | Jayhawk Software**  
**Address: 1000 W Miller Rd. | PO Box 385 | Iola, KS 66749**  
**Phone: 620.365.5156 | Fax: 620.365.7980 | Visit: [www.aceks.com](http://www.aceks.com)**

## Amanda Wilson

---

**From:** Shane Womack <[sjw@aceks.com](mailto:sjw@aceks.com)>  
**Sent:** Wednesday, March 26, 2025 3:18 PM  
**To:** 'Amanda Wilson'  
**Subject:** RE: REF SO: 436743 - Bob's Computer

Amanda, I am not going to be back in time this afternoon to return Bob's computer. Can I bring it tomorrow, first thing in the morning?

*Shane Womack | Systems Technician  
Advantage Computer Enterprises | Jayhawk Software  
Address: PO Box 385 | 1000 W Miller Rd | Iola, KS 66749  
Office: 620.365.5156 | Fax: 620.365.7980  
Email: [sjw@aceks.com](mailto:sjw@aceks.com) | Visit: [www.ac-js.com](http://www.ac-js.com)*

---

**From:** Amanda Wilson <[amanda@jvpalaw.com](mailto:amanda@jvpalaw.com)>  
**Sent:** Wednesday, March 26, 2025 9:53 AM  
**To:** 'Shane Womack' <[sjw@aceks.com](mailto:sjw@aceks.com)>  
**Cc:** [jennifer@aceks.com](mailto:jennifer@aceks.com)  
**Subject:** RE: REF SO: 436743 - Bob's Computer

I believe the password is either \_\_\_\_\_ or \_\_\_\_\_



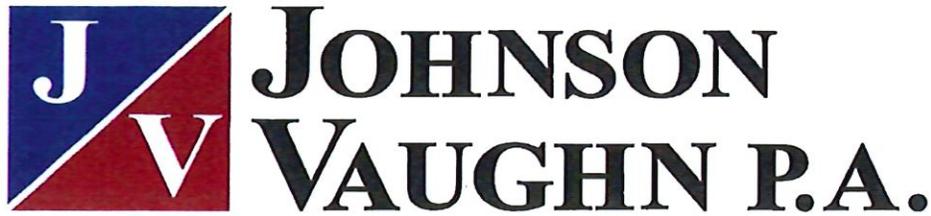
**Amanda S. Wilson**  
Paralegal, Johnson Vaughn, P.A.  
**PHONE** 620.365.3778  
**FAX** 620.380.6230  
**EMAIL** [amanda@jvpalaw.com](mailto:amanda@jvpalaw.com)  
**ADDRESS** 118 W. Madison Ave.  
P.O. Box 866  
Iola, KS 66749

This e-mail message contains CONFIDENTIAL information which is (a) ATTORNEY-CLIENT PRIVILEGED COMMUNICATION, WORK PRODUCT, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this e-mail message in error, please reply to the sender. Thank you.

---

**From:** Shane Womack <[sjw@aceks.com](mailto:sjw@aceks.com)>  
**Sent:** Wednesday, March 26, 2025 8:20 AM  
**To:** 'Amanda Wilson' <[amanda@jvpalaw.com](mailto:amanda@jvpalaw.com)>  
**Cc:** [jennifer@aceks.com](mailto:jennifer@aceks.com)  
**Subject:** REF SO: 436743 - Bob's Computer

Amanda,



118 W. Madison Avenue, P.O. Box 866, Iola, Kansas 66749

# MEMO

Date: 5/29/25

Re: Bourbon County Email Issue

On or about March 21, 2025, Bob opened an email from another known law office that said, "Confidential Settlement Agreement". Once the email was opened, the attachment was not a valid attachment and was in fact a virus. His computer immediately went black and started flashing and began to act oddly. Our office was not able to figure out what was going on and by March 24, 2025, discovered that the original email sent was a virus/hack and contacted Advantage Computers/Jayhawk Software to report the issues.

Advantage Computers/Jayhawk Software does our computer repairs, IT and security systems. Advantage Computers attempted to remotely fix the PC on March 24, 2025, and eventually picked Bob's PC unit up on or about March 25, 2025. During that time, the PC was powered off until Advantage could pick up the unit. Advantage was able to work on the unit and verify that his computer was hacked, repaired the PC and returned the unit back to Johnson Vaughn at 118 West Madison Avenue, Iola, Kansas on March 27, 2025.

In addition, we were in the process of an email transition to a new email provider at the time the hack occurred. Since this virus/hack has occurred, we have had numerous issues with receiving emails and have had to call Advantage to increase our email server storage in order to allow emails to come through. We have had multiple emails that we have been called about that have not been received in our office. However, we do believe the problem has since been fixed.

I am the office manager and paralegal for Johnson Vaughn, P.A. and generally take care of all of the IT-related issues.

Amanda S. Wilson  
Paralegal/Office Manager

EXHIBIT 3

**IN THE DISTRICT COURT OF BOURBON COUNTY, KANSAS**

SUSAN WALKER f/k/a SUSAN  
BANCROFT,

Plaintiff,

vs.

BOARD OF COUNTY COMMISSIONERS  
OF BOURBON COUNTY, KANSAS,

Defendant.

Case No. BB-2025-CV-000015

**AFFIDAVIT OF ROBERT JOHNSON II**

I, Robert Johnson II, of lawful age, and first being duly sworn. State as follows:

1. I presently serve as County Counselor for Bourbon County, Kansas, and held that position since February 2025.
2. I hereby certify that the document attached to this affidavit as **Attachment 1** contains a true, accurate, and correct copy of a memo prepared by my Paralegal and Office Manager, Amanda Wilson which establishes that my computer and email were hacked on or about Monday, March 24, 2025. Accordingly, I did not have access to this computer or email software from March 24, 2025, through March 27, 2025.
3. I hereby certify that the document attached to this affidavit as **Attachment 2** contains a true, accurate, and correct copy of an invoice prepared by Advantage Computer which reflects that Advantage Computer in Iola, Kansas, was in possession of my computer during this timeframe.
4. I hereby certify that the document attached to this affidavit as **Attachment 3** contains a true, accurate, and correct copy of emails sent by my Paralegal and Office Manager,

**EXHIBIT 4**

Amanda Wilson, who contacted Advantage Computer once the hack of my computer occurred in order to get the computer fixed.

5. In my role as County Counselor, I certify that when the email was sent to me from Bourbon County, on March 25, 2025, I did not have access to my computer or email because it was hacked and was suffering from a virus. I had the computer sent to Advantage Computers so they could remove the virus. I did not physically have my computer from March 25 through March 27, 2025. To my personal knowledge, it is my understanding that they uninstalled and reinstalled my email software in order to fix the virus. After I received my computer back, I continued having issues with the computer due to a lack of storage space in our email server maintained by Advantage Computers which was not allowing emails to come through timely.
6. Due to these circumstances, to my personal knowledge I never received the email from Bourbon County on March 25, 2025.

FURTHER AFFIANT SAITH NOT.

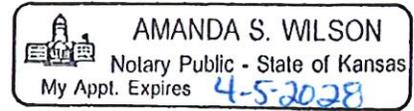


ROBERT JOHNSON II

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public in  
and for said County and State, this 11<sup>th</sup> day of June, 2025.

Amanda Wilson  
NOTARY PUBLIC

My Commission Expires: April 5, 2028



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.

**AFFIDAVIT OF AMANDA S. WILSON**

I, Amanda Wilson of lawful age, and first being duly sworn, state as follows:

1. I presently serve as Paralegal and Office Manager for Robert Johnson II with Johnson Vaughn, P.A. and have held that position at all times material to the above-captioned matter.
2. I hereby certify that the document attached to this affidavit as **Attachment 1** contains a true, accurate, and correct copy of a memo prepared by me which establishes that Mr. Johnson's computer and email were hacked on or about Monday, March 24, 2025. Accordingly, he did not have access to his computer or email software from March 24, 2025, through March 27, 2025.
3. I hereby certify that the document attached to this affidavit as **Attachment 2** contains a true, accurate, and correct copy of an invoice prepared by Advantage Computers which reflects that Advantage Computers in Iola, Kansas, was in possession of Mr. Johnson's computer during this timeframe.

EXHIBIT 5

4. I hereby certify that the document attached to this affidavit as **Attachment 3** contains a true, accurate, and correct copy of emails sent by me to Advantage Computers once the hack of Mr. Johnson's computer occurred in order to get the computer fixed.
5. In my role as Paralegal and Office Manager, I certify that when the email was sent to Mr. Johnson from Bourbon County, on March 25, 2025, he did not have access to his computer or email because it was hacked and was suffering from a virus. On March 21, 2025, Mr. Johnson opened an email which was a scam and the attachment he opened had a virus. I had the computer sent to Computer Advantages so they could remove the virus. Mr. Johnson did not physically have his computer from March 25 through March 27, 2025. During the period of the hack, we were in the middle of an email transition and because of this, I had to call Advantage Computers several times to increase our storage because the emails were not going through.
6. Due to these circumstances, to my personal knowledge, Mr. Johnson was not able to be aware of any email from Bourbon County because his email was not capable of receiving all emails and he did not physically have his computer within the timeframe listed above.

FURTHER AFFIANT SAITH NOT.

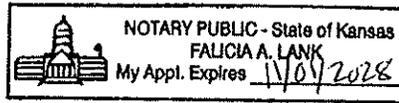


---

AMANDA S. WILSON

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public in  
and for said County and State, this 11<sup>th</sup> day of June, 2025.

Falicia A. Lank  
NOTARY PUBLIC



My Commission Expires: \_\_\_\_\_

# Bourbon County

January 25, 2022

## Memorandum

To: Department Heads & Elected Officials  
From: County Commission  
RE: ~~Susan Bancroft, Business Director~~

Although this communication may be overdue, we would like to take this time to discuss the Business & Finance Director position and the expectations. As most of you are aware, this position was originally shared with the City of Fort Scott. However, as commissioners we quickly realized the value and oversight this position could provide for the organization. Susan Bancroft started with Bourbon County full-time in December of 2021. She brings over 20 years of experience in governmental finance and human resources. This experience can bring value to all your departments, and we hope you will utilize her expertise when needed. Susan will oversee the following areas for the county:

- ✍ Budget and financial oversight
  - Administration of FMLA, FLSA and all types of leave for the County
  - ✍ Serve as Designated agent for KPERS, benefits & HR
  - ✍ Supervise Public Works Administrator and HR/Payroll Administrator
  - ✍ Act as liaison between elected officials and department heads
  - ✍ Assist in administering federal and state grants
  - ✍ Coordination of all bond issues with financial advisor & bond counsel
  - ✍ Development of long-term capital plans for equipment and improvements with departments
    - Oversee payroll, accounts payable, and accounts receivable
  - ✍ Oversee internal controls and the development of policies
    - Administer risk management, claims, and insurance for the county
  - ✍ Perform day to day business functions on behalf of the County Commission

One of the main objectives for this position is to reduce risk or exposure of liability and ensure compliance in many areas for the county. We hope you will take advantage of the knowledge and experience Susan can provide for your department.

October 28, 2022

Mayor Harrington  
Commissioner Jones  
Commissioner Wells  
Commissioner Walker  
Commissioner VanHoecke

Re: Contractual Services

Dear Mayor and Commissioners,

It has been a pleasure to serve the City of Fort Scott for the past couple of years as Finance Director, Shared Services with the County, Assistant City Manager, and our latest relationship on a contractual basis. Our contractual relationship was to advise staff on financial reporting, statutory compliance and training staff as needed. As with the seasons, change is inevitable. It is my understanding that the City Manager has requested to move this relationship to a different vendor to provide your financial services. I feel it is my responsibility to address a few items before I end our contractual relationship.

Regulatory accounting can be difficult to understand, and the commission has adopted additional resolutions that govern some of the funds that are held with the City of Fort Scott. I would encourage each of you to read the notes to your financial statement section in your annual audit. The summary of significant accounting policies explains in detail how the City of Fort Scott uses the regulatory basis of accounting.

The City of Fort Scott is unique in how the commission has requested their fund structure be developed over the past few years. Under commission guidance for transparency, each major fund (Water, Sewer, Stormwater and General) has their own capital improvement fund to ensure funds allocated for capital projects are secured and not used for the day-to-day operations of the city. In addition, a sales tax resolution, a contractual agreement between U234 and the City for LaRoche Stadium, and a resolution for Lake improvements add to the complexity of the City's fund structure. Each year, the commission has budgeted transfers to the various Capital project funds. (Attachment A) is a categorical depiction of the City of Fort Scott's fund structure and how they were created. Again, these funds have been established based on guidance from current and previous Commissioners.

Capital Improvement funds statutorily require that the Commission to create long term plans for the use of the funds. Each year the Commission should adopt these plans with the understanding that the plan is just a "road map" for the use of the capital funds. If this is not completed/updated each year, then the Commission is in violation of Kansas Statutes.

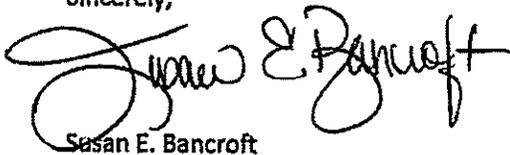
Finally, in 2020 the Commission adopted the financial policies for the City of Fort Scott. These are intended to ensure that the Commission, administration, and staff maintain prudent financial operations to ensure stable city operations for the benefit of city residents and businesses. As stated on page 2 of the financial policy, "the policy is necessary in maintaining a prudent level of financial resources to

protect against reducing service levels or raising taxes and fees due to temporary economic conditions or unforeseen one-time expenditures.”

During the most recent budget adoption, reserves dropped below the current policy recommendations. The City Manager is held with the responsibility to enforce the policy with staff and guide the commission on how their decisions will affect the financial outcome and policies established by them.

Again, I appreciated the opportunity to assist the commission during the transition to find a new Finance Director and City Manager. Since you are pursuing other avenues, please accept this as my 30-day notice to terminate services with the City of Fort Scott. Best wishes on your search for these important positions for our community.

Sincerely,

A handwritten signature in cursive script that reads "Susan E. Bancroft". The signature is written in black ink and is positioned above the printed name.

Susan E. Bancroft

# Kansas County Clerks And Election Officials Association

[Home](#) / [County Clerks And Election Officials](#) / [Education](#) / [About Us](#)

## County Clerk job description

The Kansas County Clerk and Election Official has many duties. Though it would be impossible to list every job that every county clerk/election official does, a snapshot is available below. The County Clerk's duties are listed nearly 1,000 times in Kansas Statutes.

## Clerical

- Clerk to the Board of County Commissioners
- Records and maintains official minutes of meetings
- Maintains all contracts with the County
- Maintains the County Seal(s)
- Attests the signatures of the County Commissioners on documents
- Assists with vacation of County roads (K.S.A. 68-102a)

## Budgeting

- Responsible for office budget(s)
- Certifies that cash and budget are available to cover claims
- Reviews and approves all claims for payment and issues 1099s
- Keeps all financial reports of the County and other entities
- Assists smaller taxing entities with budget preparation annually

## Taxation

- Calculates July and November abstracts of valuation and taxation
- Compiles and reports annual bonded indebtedness of the County
- Prepares the tax roll in preparation of printing tax statements
- Sets and certifies levies annually
- Maintains special assessments to the tax roll
- Processes abatements/additions and escapes to the tax roll
- Assessment of sewer costs and placement on tax roll (K.S.A. 12-618)

- Motor Vehicle Abstract Certification annually

## Payroll/Human Resources (duties may vary by county)

- Administers Payroll for all County employees
- Maintains the benefits package for all County Employees
- Reports and pays all employment taxes and insurance premiums
- Issues W-2s for County employees

## Voter Registration/Election (Chapter 25 of Kansas Statutes)

- 101 of 105 County Clerks are also the County Election Officer (Johnson, Sedgwick, Shawnee and Wyandotte have appointed County Election Officer in addition to a County Clerk)
- Maintains accurate Voter Registration Rolls
- Collects filing fees for local candidates
- Verifies signatures on petitions for candidates, question initiatives and recalls
- Recruits, appoints and trains board workers for all elections
- Is responsible for all aspects of election: ballots, polling sites and equipment in accordance with federal, state and local laws and regulations
- Maintains records of elections in official abstract

## Miscellaneous

- Sells licenses for the Kansas Department of Wildlife & Parks & Tourism
- Sells moving permits, cereal malt beverage licenses and firework permits
- Maintains fixed asset inventory for the County
- Assists taxpayers annually with Homestead and Food Sales Tax refunds
- Freedom of Information Officer for the County (in most counties)
- Maintains all legal publications for County
- Maintains all claims against the County
- Maintains a map of all taxing units in the County and submits it annually to PVD, Appraiser and State Assessed Utilities
- Provides "check and balance" to motor vehicle, general ledger and real and personal property from other offices by maintaining a separate set of records
- Administers County policies as set by the County Commission
- Handles bids/quotations
- Notary Public for State of Kansas to conduct notarizations
- Administers Oaths of Office and Swears-in Sheriff's Deputies
- Charter Resolutions filed with Secretary of State (K.S.A. 19-101b,c)

- Inter-local Agreements filed with ROD, SOS after approved from KS AG (K.S.A. 12-2905-2905)
- Private burial grounds-files suit against those who damage monuments and fencing at private burial grounds not otherwise provided for by will or deed (K.S.A. 17-1305)
- If Sheriff and Undersheriff are no longer able to conduct duties of the office, County Clerk becomes acting Sheriff (K.S.A. 19-804a)
- If Sheriff or Undersheriff cannot prevent a lynching, then the County Clerk assumes the duties of Sheriff (K.S.A. 19-825)
- Vacation Restricted Access (K.S.A. 58-2613)

Any issues with the website? E-mail us at [\*\*webmaster@kcceo.org\*\*](mailto:webmaster@kcceo.org)

---

**KORA Documents**

2 messages

---

**County Clerk** <countyclerk@bourboncountyks.org>  
To: Jeffrey McCoy <jd.mccoy.597@gmail.com>

Thu, May 4, 2023 at 5:37 PM

Deb,

Attached are the payroll reports, PRCK-65, you requested. The APLT 22 report does not document any payroll checks, only the premiums automatically withdrawn from employee's checks and paid to vendors, so unfortunately, I do not have a report to fulfill your line one request. The paydays that fall under each payroll report are broken down for you below. If you have any questions, please do not hesitate to contact me.

Report date 2/10/23: 1/22/23-2/4/23

Report date 2/24/23: 2/5/23-2/18/23

Report date 3/10/23: 2/19/23-3/4/23

Thank you,  
Jennifer Hawkins  
Bourbon County Clerk  
210 S. National Ave.  
Fort Scott, KS 66701  
Phone:(620) 223-3800 Ext. 191  
Fax: (620) 223-5832

---

 **PRCK65 Reports.pdf**  
356K

---

**Jeffrey McCoy** <jd.mccoy.597@gmail.com>  
To: County Clerk <countyclerk@bourboncountyks.org>

Thu, May 4, 2023 at 8:22 PM

Received, thank you.  
[Quoted text hidden]

BOURBON COUNTY  
KANSAS OPEN RECORDS ACT REQUEST FORM (KORA)

Payroll  
Contracts  
Vacation

Date: 5-1-2023

Name of Requesting Party: Dev McCoy  
Address: 510 S. Eddy Prescott, KS 66701  
Phone Number: 620-224-8588 Email: jd.mccoy.597@gmail.com

K.S.A. 45-220  
...(b) A Public Agency may require a written request for inspection of public records...  
(and) require proof of identity of any person requesting access to a public record...(c)  
...the agency may require... written certification that (1) the requester has a right; or  
(2) the requester does not intend to, and will not: (A) use any list of names or addresses  
contained in and derived from the records or information for the purpose of selling or  
offering for sale any property or service to any person listed, to any person who resides  
at any address listed; or (B) sell, give or otherwise make available to any person any list  
of names or addresses contained in or derived from the records or information for the  
purpose of allowing that person to sell or offer for sale any property or service to any  
person listed or to any person who resides at any address listed.



Description of Record Requested:

I am requesting the following information:

1. The page or pages of the Account Payable Records (ID# APLT 22) that documents the checks written for the 28 days of vacation benefits accrued under the contract that was dissolved per Resolution 06-23 adopted on January 24<sup>th</sup> 2023.
2. Payroll Report (PRCK-65) including February 1<sup>st</sup>, 2023 thru March 2<sup>nd</sup>, 2023 on the following employees who were given the contracts that were dissolved:
  - CFO
  - COO
  - Public Works
  - County Appraiser
  - County Counselor whose 2022 Contract states that he gets 20 days of vacation.

KSA 45-221 (4)

Form in which you wish to receive records: Printed Copy  Email

Signature of Requesting Party: Dev McCoy

FOR BOURBON COUNTY USE

€ Department \_\_\_\_\_, Bourbon County

€ Request for Access/Copies of Record Granted. Date Received \_\_\_\_\_

€ Date Fulfilled \_\_\_\_\_

€ Request for Access/Copies of Record Denied. Reason for Denial: \_\_\_\_\_

€ Cost Estimate: \_\_\_\_\_

Amount of Payment \$ \_\_\_\_\_ Date Payment Received \_\_\_\_\_

NOTE: ESTIMATED COST TO BE PAID PRIOR TO WORK AUTHORIZED

Research & Copy Time: \$20.00 per hour per request may be charged  
Copies: \$0.35 per copy

Payroll Fund Appropriation Report      Bourbon County

Payroll Date: 2/24/2023      Using Expense Accounts

Fund Number	Fund Name	Dept	Amount
001	GENERAL FUND	01	\$2,471.13
001	GENERAL FUND	02	\$1,820.99
001	GENERAL FUND	03	\$3,705.54
001	GENERAL FUND	04	\$11,941.64
001	GENERAL FUND	05	\$3,688.49
001	GENERAL FUND	07	\$2,762.50
001	GENERAL FUND	10	\$2,113.32
001	GENERAL FUND	15	\$6,049.99
001	GENERAL FUND	39	\$3,653.85
Total Fund: 001			\$38,207.45
016	APPRAISERS	00	\$7,488.41
Total Fund: 016			\$7,488.41
024	BRIDGE & CULVERT	00	\$2,880.90
Total Fund: 024			\$2,880.90
052	COUNTY TREASURER MOTOR F	00	\$2,445.35
Total Fund: 052			\$2,445.35
062	ELECTION	00	\$408.51
Total Fund: 062			\$408.51
064	EMPLOYEE BENEFIT	00	\$138,510.26
Total Fund: 064			\$138,510.26
108	LANDFILL	00	\$2,810.05
Total Fund: 108			\$2,810.05
120	COUNTY SHERIFF/CORRECTIO	00	\$44,396.33

Fund Number	Fund Name	Dept	Amount
200	NOXIOUS WEED	Total Fund: 120	\$44,396.33
		00	\$1,274.40
220	ROAD AND BRIDGE	Total Fund: 200	\$1,274.40
		00	\$33,459.09
222	ROAD & BRIDGE SALES TAX FU	Total Fund: 220	\$35,459.09
		00	\$4,793.75
240	SPECIAL BRIDGE	Total Fund: 222	\$4,793.75
		00	\$2,356.75
375	AMBULANCE SERVICE	Total Fund: 240	\$2,356.75
		24	\$30,108.07
		Total Fund: 375	\$50,108.07
		Total Appropriation:	\$311,139.32

Payroll Fund Appropriation Report Bourbon County

Payroll Date: 3/10/2023 Using Expense Accounts

Fund Number	Fund Name	Dept	Amount
001	GENERAL FUND	01	\$2,471.13
001	GENERAL FUND	02	\$2,432.99
001	GENERAL FUND	03	\$3,735.40
001	GENERAL FUND	04	\$12,643.15
001	GENERAL FUND	05	\$3,685.09
001	GENERAL FUND	07	\$2,688.13
001	GENERAL FUND	10	\$2,194.15
001	GENERAL FUND	15	\$6,229.19
001	GENERAL FUND	39	\$3,653.85
Total Fund: 001			\$39,753.08
016	APPRAISERS	00	\$7,482.41
Total Fund: 016			\$7,482.41
024	BRIDGE & CULVERT	00	\$2,880.90
Total Fund: 024			\$2,880.90
052	COUNTY TREASURER MOTOR F	00	\$2,471.91
Total Fund: 052			\$2,471.91
062	ELECTION	00	\$408.51
Total Fund: 062			\$408.51
064	EMPLOYEE BENEFIT	00	\$28,721.91
Total Fund: 064			\$28,721.91
108	LANDFILL	00	\$2,833.33
Total Fund: 108			\$2,833.33
120	COUNTY SHERIFF/CORRECTIO	00	\$46,415.64

Bourbon County

Payroll Fund Appropriation Report

Payroll Date: 2/10/2023

Using Expense Accounts

Fund Number	Fund Name	Dept	Amount
001	GENERAL FUND	01	\$2,471.13
001	GENERAL FUND	02	\$1,936.59
001	GENERAL FUND	03	\$3,699.16
001	GENERAL FUND	04	\$12,117.26
001	GENERAL FUND	05	\$3,685.09
001	GENERAL FUND	07	\$2,795.50
001	GENERAL FUND	10	\$2,206.34
001	GENERAL FUND	15	\$5,998.95
001	GENERAL FUND	39	\$3,653.85
Total Fund: 001			\$38,563.87
016	APPRAISERS	00	\$7,482.41
Total Fund: 016			\$7,482.41
024	BRIDGE & CULVERT - <i>gub</i>	00	\$3,689.93
Total Fund: 024			\$3,689.93
052	COUNTY TREASURER MOTOR F	00	\$2,368.42
Total Fund: 052			\$2,368.42
062	ELECTION	00	\$408.51
Total Fund: 062			\$408.51
064	EMPLOYEE BENEFIT	00	\$29,958.86
Total Fund: 064			\$29,958.86
108	LANDFILL	00	\$3,786.21
Total Fund: 108			\$3,786.21
120	COUNTY SHERIFF/CORRECTIO	00	\$44,737.58

2/6/2023 4:27:16 PM

Report ID: PRC65 Operator: sbancroft

Fund Number	Fund Name	Dept	Amount
200	NOXIOUS WEED	Total Fund: 120	\$44,737.58
		00	\$1,274.40
		Total Fund: 200	\$1,274.40
230	ROAD AND BRIDGE	00	\$36,565.08
		Total Fund: 230	\$36,565.08
222	ROAD & BRIDGE SALES TAX FU	00	\$1,960.65
		Total Fund: 222	\$3,960.65
240	SPECIAL BRIDGE	00	\$2,344.80
		Total Fund: 240	\$2,344.80
375	AMBULANCE SERVICE	24	\$31,210.35
		Total Fund: 375	\$31,210.35
Total Appropriation:			\$206,351.07

Fund Number	Fund Name	Dept	Amount
200	NOXIOUS WEED	Total Fund: 120	\$46,415.64
		00	\$1,274.40
220	ROAD AND BRIDGE	Total Fund: 200	\$1,274.40
		00	\$35,852.32
222	ROAD & BRIDGE SALES TAX FU	Total Fund: 220	\$35,852.32
		00	\$5,188.66
240	SPECIAL BRIDGE	Total Fund: 222	\$5,188.66
		00	\$2,344.80
375	AMBULANCE SERVICE	Total Fund: 240	\$2,344.80
		24	\$33,017.46
		Total Fund: 375	\$33,017.46

Total Appropriation: \$208,645.33

54-23  
Brett Berry, General Counsel for KGEC:

Do you recall the scenario of "All the Queen's Horses"?

I am updating you on what has taken place. Remember the Contracts that were drawn up on the following employees who were already considered Bourbon County Employees: CFO, COO, Public Works, and County Appraiser. The 2022 County Counselor Contract reads differently.

- These contracts gave the above employees an additional 28 days of vacation on top of the vacation that is accrued by the rest of the Bourbon County Employees.
- The County Counselor's Employee Agreement dated 4th day of January, 2022 refers to the employee as "Contract/Employee". *"The employee will be a 1099 Employee and no benefits will be paid to the Employee. This amount is for 15 hours a week at \$75.00 dollars an hour. Any and all work of a special nature will be billed at \$100.00 an hour to the COUNTY. However, before these hours are billed, permission must be granted by the COUNTY the special project to start and be billed by the CONTRACT EMPLOYEE."* On the second page of the contract under "Vacation and other Benefits", *"The COUNTY agrees to provide twenty days of paid vacation for 2022 effective with the date of employment."* **IS THIS INDIVIDUAL AN EMPLOYEE OR A 1099? HOW CAN YOU BE BOTH?**

#### **DECEMBER 6th, 2022**

These concerns were voiced by our Bourbon County Attorney, Tiana McElroy regarding Employee Contracts, Title and Job Descriptions was brought to the attention of the County Commissioners in a meeting on December 6th, 2022 and their validity within the state statutes. She advised them that Contract work is not the duty to be performed by a Financial Director, but is a duty of a County Administrator. She advised them that A County Administrator **MUST** be selected as set out by State Statutes. The Board must make a resolution, the resolution must be put on the ballot for voters to decide where or not they choose to have a County Administrator, and the board can appoint who they want as the administrator. She advised that this Process has not been done here in Bourbon County.

#### **JANUARY 17TH, 2023**

The Bourbon County Organizational Structure Chart that was presented in the Commissioners meeting on 1/17/23. The job duties stated in the introduction of the Organizational Structure Chart for the Chief Financial Officer not only included Financial duties, but Human Resources, and County Administrator. Human Resources was moved out of the City Clerk's Office.

#### **JANUARY 24TH, 2023**

**All of that being said and receiving your email on January 27th, 2023 response regarding the contracts mentioning the Conflict of Interest Laws**, the Commissioners presented a Resolution 06-23 "A RESOLUTION DEFINING EMPLOYMENT OF EXEMPT EMPLOYEES REPORTING TO THE BOURBON COUNTY COMMISSION" naming the COO, CIO, CFO, EMS Director, Public Works Director, Emergency Manager, and the County Appraiser. They also

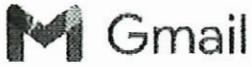
stated in the Resolution *"these positions will follow the same vacation and sick leave policies as other exempt employees within the organization."*

**Which brings me to my next concern. Because they dissolved the contracts on the above "employee with the additional 28 days of vacation" they gave those employees a payment for the 28 days of vacation on the contracts that were dissolved.**

**We have attempted to get records pages of the Account Payable Records (ID# - APLT 22) that documents the checks written for the 28 days of vacation benefits accrued under the contract. We have also requested a Payroll Report (PRCK-65) including February 1st, 2023 through March 2nd, 2023 for the employees who were given the contracts that were dissolved. It was mentioned that the checks were not distributed from the Human Resource department, but from the Treasurer's Department. We are having difficulty getting this information.**

**I thought I would contact you, since you were familiar with the "All the Queen's Horses" scenario as this is a continuation of the saga.**

**Thank you!  
Deb McCoy  
5/4/23**



Jeffrey McCoy <jd.mccoy.597@gmail.com>

**FW: Bourbon County All the Queen's Horses**

2 messages

*Correspondence to Ks. Gov. Ethics Commission*

deb <debra.mccoy8588@gmail.com>

Fri, Feb 10, 2023 at 2:54 PM

To: Jeffrey McCoy <jd.mccoy.597@gmail.com>

Sent from Mail for Windows

**From:** Berry, Brett [KGEC]  
**Sent:** Friday, January 27, 2023 10:28 AM  
**To:** debra.mccoy8588@gmail.com  
**Cc:** Schneider, Jennifer [KGEC]; Quintana, Payge [KGEC]  
**Subject:** Bourbon County All the Queen's Horses

January 27, 2023

Deb McCoy  
510 S. Eddy  
Fort Scott, KS

Re: Your email dated January 18, 2023

Dear Ms. McCoy,

Thank you for your inquiry. The local conflict of interest laws, K.S.A. 75-4301a, et seq., are applicable to county and municipal employees and officers. There are two violations of these laws. The first is K.S.A. 75-4304, which prohibits them from being substantially involved in the making of, or executing, a contract in their official position with the local governmental unit when they have a substantial interest in the contractor. The second is failing to disclose a substantial interest pursuant to K.S.A. 75-4305. These violations are misdemeanors. As such, the Kansas Governmental Ethics Commission does not have any administrative enforcement authority under local conflict of interest laws.

The commission is authorized by K.S.A. 75-4303 to provide local governmental officials and employees with a formal opinion regarding their own prospective conduct. If the opinion guidance is followed, that local governmental official or employee is presumed to comply with the requirements of the local conflict of interest laws. However, this agency does not provide opinions to citizens in regard to local officials' and employees' conduct primarily because our commission does not have any enforcement authority. Only the prosecutor of competent jurisdiction, usually the county or district attorney, has such authority and discretion. You may wish to consider contacting your county attorney about your concerns.

**EXHIBIT 10**

...y  
ncerely,

Brett Berry

General Counsel

Kansas Governmental Ethics Commission

901 S Kansas Ave

Topeka KS 66612

785-296-4219 (ph)

785-296-2548 (fax)

brett.berry@ks.gov

<https://ethics.kansas.gov/>

This communication, and any attachments, is private and confidential and for the exclusive use of the intended recipient. The information contained herein as well as any attachments is confidential and privileged under the joint prosecution or investigation privilege, attorney-client privilege, work product privilege, joint defense privilege, or any other applicable privilege or immunity. If you are not the intended recipient and have received this communication in error, please notify the sender immediately and destroy the original message and all copies. Any unauthorized disclosure, copying, distribution, or the taking of any action in reliance on this communication is strictly prohibited. Receipt by anyone other than the intended recipient is not a waiver of any protection, privilege or immunity. Please note also that the Kansas Open Records Act provides that public records, including correspondence to me via e-mail, may be subject to disclosure unless otherwise protected by law.

---

deb <debra.mccoy8588@gmail.com>  
To: Jeffrey McCoy <jd.mccoy.597@gmail.com>

Fri, Feb 10, 2023 at 2:56 PM

Sent from Mail for Windows

[Quoted text hidden]