

**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’S ANSWER AND AFFIRMATIVE DEFENSES  
TO PLAINTIFF’S FIRST AMENDED PETITION**

COMES NOW Defendant Board of County Commissioners of Bourbon County, Kansas (hereinafter the “Board”), by counsel and for its answer and affirmative defenses to Plaintiff’s Petition, states and alleges as follows:

1. Answering ¶ 1 of Plaintiff’s Petition, the Board states it is without sufficient knowledge or information to admit or deny the allegations and averments made and contained therein, and therefore the same are denied.

2. The Board admits ¶¶ 2 and 3 of Plaintiff’s Petition.

3. The Board denies ¶ 4 of Plaintiff’s Petition, the Contract speaks for itself.

4. Answering ¶ 5 of Plaintiff’s Petition, the Board states the allegations and averments made and contained therein purport to state legal conclusions to which no response is required. However, to the extent a response is deemed required, the same are denied.

5. Answering ¶¶ 6 and 7 of Plaintiff’s Petition, the Board states the Contract speaks for itself.

6. The Board denies ¶ 8 of Plaintiff’s Petition.

7. Answering ¶ 9 of Plaintiff's Petition, the Board states the minutes speak for themselves.

8. Answering ¶¶ 10 and 11 of Plaintiff's Petition, the Board states the Contract speaks for itself.

9. The Board denies ¶ 12 of Plaintiff's Petition.

10. Answering ¶¶ 13 and 14 of Plaintiff's Petition, the Board states it is without sufficient knowledge or information to admit or deny the allegations and averments made and contained therein, and therefore the same are denied.

11. Answering ¶ 15 of Plaintiff's Petition, the Board admits Plaintiff registered to run for County Clerk, was elected County Clerk, and remained in the Finance Director position until she took office on January 13, 2025. All remaining allegations are denied.

12. The Board denies ¶ 16 of Plaintiff's Petition.

13. Answering ¶ 17 of Plaintiff's Petition, the Board states the Contract speaks for itself.

14. Answering ¶ 18 of Plaintiff's Petition, the Board states it is without sufficient knowledge or information to admit or deny the allegations and averments made and contained therein, and therefore the same are denied.

15. Answering ¶ 19 of Plaintiff's Petition, the Board states the allegations and averments made and contained therein purport to state legal conclusions to which no response is required. However, to the extent a response is deemed required, the same are denied.

16. Answering ¶ 20 of Plaintiff's Petition, the Board admits demands were made. All remaining allegations are denied.

**COUNT ONE—BREACH OF CONTRACT**

17. The Board denies ¶ 21 (including all bulleted paragraphs) of Plaintiff’s Petition.

18. Answering ¶ 22 of Plaintiff’s Petition, the Board states the allegations and averments made and contained therein purport to state legal conclusions to which no response is required. However, to the extent a response is deemed required, the same are denied.

19. The Board denies Plaintiff is entitled to any judgment or other relief against it herein.

20. The Board denies each and every allegation and averment made and contained in Count I of Plaintiff’s Petition not specifically admitted or otherwise addressed herein.

21. The Board incorporates by reference as if fully set forth herein, each and every affirmative defense set forth below.

**COUNT TWO—KWPA CLAIM**

22. The Board denies ¶¶ 23 and 24 of Plaintiff’s Petition.

23. Answering ¶ 25 of Plaintiff’s Petition, the Board states the allegations and averments made and contained therein purport to state legal conclusions to which no response is required. However, to the extent a response is deemed required, the same are denied.

24. The Board denies Plaintiff is entitled to any judgment or other relief against it herein.

25. The Board deny each and every allegation and averment made and contained in Count II of Plaintiff’s Petition not specifically admitted or otherwise addressed herein.

26. The Board incorporates by reference as if fully set forth herein, each and every affirmative defense set forth below.

### **AFFIRMATIVE DEFENSES**

27. Plaintiff's Petition fails to state facts sufficient to constitute a claim upon which relief may be granted, and therefore the same should be dismissed at Plaintiff's costs.

28. The Board states it complied with all terms and conditions of the Contract alleged, and therefore Plaintiff's Petition should be dismissed at Plaintiff's costs.

29. Plaintiff's claims, in whole or in part, are barred due to waiver and estoppel.

30. Plaintiff's claims, in whole or in part, are barred by Plaintiff's failure to mitigate her alleged damages, if any.

31. The Board alleges Plaintiff's damages, if any, were caused by third parties over whom the Board had no control, and/or pre-existing conditions and external elements over which the Board had no control.

32. The Board alleges Plaintiff has not been damaged to the extent alleged in her Petition.

33. The Board alleges the Agreement violates the Kansas Cash Basis Law in that it binds future Boards to expenditures not budgeted, and therefore the Agreement is void as a matter of law.

34. The Board alleges that some of Plaintiff's claims are barred by the applicable statute of limitations.

35. The Board alleges that to the extent the Court determines Plaintiff has failed to plead and comply with all conditions precedent to include the failure to exhaust administrative remedies, the Court lacks subject matter jurisdiction and Plaintiff lacks standing.



**CERTIFICATE OF SERVICE**

I hereby certify the above and foregoing was filed with the Court through its electronic filing system on October 6, 2025, with a copy sent via electronic mail to:

Gaye B. Tibbets #13240  
HITE, FANNING & HONEYMAN LLP  
100 N. Broadway, Ste. 950  
Wichita, KS 67202-2216  
Telephone: (316) 265-7741  
Facsimile: (316) 267-7803  
[Tibbets@hitefanning.com](mailto:Tibbets@hitefanning.com)  
Attorney for Plaintiff

/s/ Jacob D. Bielenberg  
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Attorneys for Defendant