A meeting of the Board of County Commissioners of Bourbon County Kansas - This meeting will include a public hearing for Revenue Neutral

Meeting Agenda

September 14, 2026 at 5:30 PM

I. **Call Meeting To Order**

II. **Pledge Of Allegiance**

III. **Prayer**

IV. **Introductions**

V. **Public Hearing**

VI. **Approval Of Agenda**

VII. **Approval Of Minutes**

VIII. **Approval Of Accounts Payable $**

IX. **Public Comments**

X. **Executive Session K.S.A. 75-4319 (b)(1) Subject: a specific employee pay request**

XI. **Department Updates**

   a. **Darla Hout with Lexipol Grant-Finder -radio project, by phone - sheriff**

XII. **Old Business**

   a. **SEKRPC Update - Motley**

   b. **Comp Plan - Tran**

XIII. **New Business**

   a. **Citizen Involvement by K. Allen - Milburn**

b. **Request for Fence Viewing - Motley**

c. **KC Crown Inc. Fort Scott Project - Motley**

d. **HR RFP- Allen**

XIV. **Commission Comments**

XV. **Future Agenda Topics**

XVI. **Adjournment**

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of
Bourbon County
will meet on September 14, 2026 at 5:30 PM at 210 S National Avenue, Fort Scott, KS 66701 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax and Revenue Neutral Rate.
Detailed budget information is available at https://www.bourboncountyks.org/ and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2027 Expenditures and Amount of 2026 Ad Valorem Tax establish the maximum limits of the 2027 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2025		Current Year Estimate for 2026		Proposed Budget Year for 2027		
FUND	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2026 Ad Valorem Tax	"Proposed Estimated Tax Rate*"
General	3,039,701	12.754	3,380,151	13.004	3,605,838	1,869,572	13.004
Appraiser	237,206	1.563	250,324	1.672	272,600	240,360	1.672
Election	77,665	0.514	109,614	0.760	130,101	109,197	0.760
Employee Benefit (062)	2,445,662	17.347	2,502,271	16.228	3,021,399	2,333,049	16.228
Mental Health (114)	70,875	0.661					
Intellectual Disabilities (116)	55,000	0.378	55,000	0.367	72,700	52,711	0.367
Law Enforcement (120)	2,613,356	13.332	2,584,125	12.146	3,294,653	1,746,255	12.146
Noxious Weeds (200)	157,586	0.708	160,000	0.607	181,500	87,200	0.607
Road & Bridge (220)	2,813,558	10.375	2,780,291	9.976	3,210,893	1,434,205	9.976
EMS (375)	1,072,005	2.268	1,191,603	1.918	1,300,944	275,747	1.918
Special Alcohol & Drug (238)							
Bridge & Culvert (024)							
Special Bridge (240)							
Landfill (118)	756,968		785,002		881,880		
Road & Bridge Sales Tax (222)	1,109,600		1,605,186		1,807,000		
Spec. Parks & Rec. (244)							
Sewer Dist. #1 (358)	31,730		34,198		34,197		
Jail/County BLDG Sales Tax (370)	1,070,652		1,079,084		1,248,404		
Opioid Fund (378)	33,337				69,323	0	0.000
Emergency Svcs Sales Tax (399)	710,910		1,000,000		1,000,000		
Non-Budgeted Funds-A	36,407						
Non-Budgeted Funds-B	53,778						
Non-Budgeted Funds-C	104,261						
Non-Budgeted Funds-D	41,538						
Non-Budgeted Funds-E							
Totals	16,531,795	59.900	17,516,849	56.678	20,131,432	8,148,297	56.678
						*Revenue Neutral Rate ***	*54.661*
Less: Transfers	0		0		0		
Net Expenditure	16,531,795		17,516,849		20,131,432		
Total Tax Levied	7,977,466		7,858,151		xxxxx		
Assessed Valuation	133,307,804		0		143,767,695		

Outstanding Indebtedness, January 1,	2024	2025	2026
G.O. Bonds	6,313,900	5,906,400	5,050,000
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	2,544,126	3,324,205	3,098,088
Total	8,858,026	9,230,605	8,148,088

*Tax rates are expressed in mills

***Revenue Neutral Rate as defined by KSA 79-2988*

Gregory Motley
Commission Chairman

Publication Date: August 29, 2026

Bourbon County Commission Meeting

Meeting Minutes

August 31, 2026, 7:22 PM

MEETING OF THE BOURBON COUNTY COMMISSION

Meeting Minutes

August 31, 2026, 5:30 PM210 S National Ave, 210 South National Avenue, Fort Scott, KS 66701

Citizen's attendance: Clint Walker, Rachel Walker, Jean Tucker, Marlon Merida, Jason Silvers, Millie Lipscomb, Anne Dare, Jennifer Hawkins, Teri Hulsey, Mike Wunderly, Tim Emerson, Kevin Allen

Introductions

Present: Commissioner Mika Milburn (District 5), Commissioner David Beerbower (District 2), Commissioner Joe Allen (District 3), Commissioner Gregg Motley (District 4), Deputy County Clerk Michael Hoyt.

Absent: Commissioner Samuel Tran (District 1)

Agenda Approval

The agenda was approved as amended, with the removal of the resolution setting meeting rules review and the addition of a public comment period. The District Court relocation item was amended to remove Commissioner Beerbower's name, and an executive session line item for the appraiser hiring was added.

Motion to approve the agenda as amended was made by Commissioner Milburn and seconded by Commissioner Motley. The motion carried unanimously.

Approval of Accounts Payable

Accounts payable were approved with the exception of two Murphy Tractor invoices totaling $7,849.00, payment was withheld pending verification that the charges were for tires rather than training.

Motion to approve accounts payable minus the Murphy Tractor invoices of $7,849.00 was made by Commissioner Milburn and seconded by Commissioner Motley. The motion carried unanimously.

Approval of Meeting Minutes of 08-17-2026

The minutes of August 17, 2026 were approved without amendment.

Motion to approve the minutes of August 17, 2026 was made by Commissioner Beerbower and seconded by Commissioner Allen. The motion carried unanimously.

Approval of Meeting Minutes from 08-24-2026

The minutes of August 24, 2026 were approved pending two corrections: a spelling correction to Commissioner Milburn name, and the removal of an editorial note on the second page that did not reflect any statement made during the meeting. Final will be presented at next meeting on 9-8-2026.

Motion to approve the minutes of August 24, 2026, pending corrections, was made by Commissioner Beerbower and seconded by Commissioner Allen. The motion carried unanimously.

Public Comment

One public comment was received from Kevin Allen, who addressed concerns regarding the proposed transfer station rate increases and wage adjustments outlined in the public works restructuring proposal. He questioned the rationale for significant CDL driver wage increases without corresponding raises for other staff, the timing of rate increases given current economic conditions, and the financial impact on local businesses and residents.

Department Updates

Treasurer Jennifer Hawkins

Treasurer Hawkins reported that the tax sale attorney has completed the first publication in the Tribune, with a second publication scheduled for October and an estimated tax sale date of November or December 2026. Property owners may still redeem their properties up until the day of sale. Publication costs for the delinquent tax list totaled $29,973. The Treasurer's office is switching to a lower-cost vendor for tax statements, with no change to the information provided.

The Treasurer requested and received approval to use the Appraiser's county vehicle for travel to a conference in Dodge City, saving approximately $486.40 in mileage reimbursement.

Motion to authorize Treasurer Hawkins to use the Appraiser's vehicle for travel to the Dodge City conference was made by Commissioner Motley and seconded by Commissioner Milburn. The motion carried unanimously.

Hawkins also noted that outgoing County Clerk Susan's last day was that date, signatory access to bank accounts would be updated following the Republican Party's nomination of a replacement the following evening.

Deputy Clerk Hoyt reported that all assets assigned to the Clerk's office had been inventoried and tagged, and that credentialing for the election system was being processed with the Secretary of State’s office.

Budget Discussion – Matt Lawn

Baker Tilly representative Matt Lawn presented an updated budget framework for FY2027. The primary recommendation was to reduce the Road and Bridge mill levy by approximately 4 mills, reallocating those mills to the General Fund and Employee Benefit Fund. This reallocation takes advantage of one-time FEMA reimbursement funds currently in the Road and Bridge Special Improvement Fund, and is understood to be a one-year adjustment requiring the mills to return to their original level in FY2028.

Key highlights included: the General Fund projected with no year-end deficit, a cash reserve buffer of approximately $182,000 in the Employee Benefit Fund, and a more substantial cash reserve built into the General Fund. Commissioner Beerbower requested that funding for the comprehensive plan be split between this year and next year, with approximately $36,000 allocated to the current year. Lawn confirmed this adjustment and noted he would also ensure budget authority exists for the anticipated $50,000 tax foreclosure cost.

Treasurer Hawkins raised a concern regarding the FEMA funds, noting that a portion of the balance in Fund 224 predates the FEMA reimbursements and may include original road and bridge reserves as well as funds needed for bridge grant matching. She committed to pulling detailed reports to clarify which accounts were drawn upon during the FEMA emergency and what, if any, grant matching obligations remain. The Commission directed that this reconciliation be completed before any mill reallocation is finalized.

Lawn noted the budget hearing is scheduled two weeks from the meeting date, with adoption targeted for September 14.

Verizon Contract Extension – Motley

A Verizon document requiring the Chair’s signature was presented. This was identified as an updated tax exemption verification form required by Verizon for their records, not a new contract extension.

Motion to authorize the Chair to sign the Verizon tax exemption document was made by Commissioner Beerbower and seconded by Commissioner Allen. The motion carried unanimously.

XII. S&P Rating Discussion – Motley

Commissioner Motley reported that following discussions with bond counsel Ben Hart and Standard & Poor's, the county's bond rating was not downgraded. The commission discussed the importance of building cash reserves toward a meaningful static dollar amount to satisfy S&P's criteria. The commission agreed to engage Baker Tilly and Ben Hart to develop an incremental plan to improve the county's standing with S&P, with the understanding that the commission would review any resulting recommendations.

Motion to engage Ben Hart and Baker Tilly in developing a financial improvement plan to address the S&P rating was made by Commissioner Beerbower and seconded by Commissioner Allen. The motion carried unanimously.

Asbestos Testing Discussion – Motley

Commissioner Motley reported he had consulted with a leading expert on asbestos and obtained a bid from ACT Environmental, a testing-only firm with relevant courthouse experience.

Motion to obtain engage a company that would test identified concerns and to identify any other areas in the courthouse to inspect of the building due to upcoming construction was made by Commissioner Milburn and seconded by Commissioner Beerbower. The motion failed 1-3 Milburn voted Yes.

Motion to authorize ACT Environmental to test the identified concern in the courthouse and inspect the remainder of the building was made by Commissioner Allen and seconded by Commissioner Motley. The motion failed 2-2 Milburn and Beerbower voted No.

Commissioner Motley agreed to obtain costs associated with the inspection and testing of the entire courthouse, in addition to the identified concern areas.

Executive Session

Commissioner Milburn motioned pursuant to KSA 75-4319(b1) that the Commission recess into an executive session for 10 minutes to discuss matters of non-elected personnel to protect their privacy. Specifically dealing with appraiser’s position. Included in the executive session will be the 4 commissioners present. We will recess to the executive session room at 18:46pm and return to the commission room at 18:56pm. Motion was seconded by Commissioner Motley and the motion passed unanimously.

Commissioner Motley motioned to return to normal session at 18:56pm – no action. Motion was seconded by Milburn and the motion passed unanimously.

Healthcare Sales Tax Review Committee – Gentry & Nichols

Charles Gentry, representing the Emergency Room Sales Tax Monitoring Committee, presented a report covering the period January 1 through June 30, 2026. The 0.25% special purpose sales tax collected $336,741.49 during this period. Of that, $280,602.50 was disbursed to Freeman Hospital of Fort Scott, with a remaining balance of $56,139.44 that was received on June 30 and disbursed in July. The committee confirmed that all funds are being used in accordance with the voter-approved purpose of establishing and operating an emergency room in Bourbon County. The sales tax is effective for five years and terminates upon voter approval of an extension or earlier termination. Upon termination, any remaining funds may be used for EMS services or property tax reduction.

District Meeting Discussion – Milburn

Commissioner Milburn encouraged commissioners to attend the upcoming Kansas County Commissioners district meeting on October 1, 2026, noting its value for professional development. Commissioners Motley and Milburn indicated they planned to attend.

Public Works Restructuring – Beerbower

Commissioner Beerbower presented a summary of a proposed rate increase and wage adjustment analysis for the transfer station and public works, noting that current county wages and dumping fees are significantly below regional industry standards. Commissioner Milburn noted she had resubmitted Commissioner Beerbower's earlier restructuring proposal, which identified separate leadership structures for public works, landfill, and maintenance. Transfer station supervisor Diane addressed the commission, cautioning against excessive rate increases that could drive away commercial customers, and raising concerns about the feasibility and equity of proposed wage increases. The commission agreed to bring recommendations to the work session as the appropriate venue for this discussion.

Motion to hold a work session on public works restructuring was made by Commissioner Beerbower and seconded by Commissioner Milburn. The motion carried unanimously. The work session was scheduled for Wednesday, September 9, 2026, at 5:00 PM.

Opioid Grant Program – Milburn

Commissioner Milburn presented a proposed grant application framework for the county's opioid settlement funds. The purpose is to establish a formal process and file for tracking allocations, applications, and disbursements from those funds, replacing the current practice of tracking decisions through meeting minutes. Self-reporting by recipient organizations would be required, with ineligibility for future grants as the consequence for non-compliance.

Motion to adopt the opioid grant application program and direct the Clerk to establish a dedicated file was made by Commissioner Milburn and seconded by Commissioner Motley. The motion carried unanimously.

HR Contract/Sourcing Discussion – Allen

Commissioner Allen noted that the county's HR consulting contract has expired and introduced Millie Lipscomb, a local HR professional, who presented her qualifications and interest in providing HR services to the county. The commission agreed that an RFP should be issued for HR services. Commissioner Allen was asked to head this project.

XXI. District Court Relocation related to renovation to 2nd & 3rd Floor of Courthouse-Milburn

The relocation portion of this item was tabled by Commissioner Beerbower. In its place, Commissioner Milburn presented a proposal for renovation of the 2nd and 3rd floor courthouse spaces, to be completed in conjunction with the current relocation of district court staff. Proposed work includes carpet replacement, painting, minor electrical and plumbing for a water line, and moving of cabinetry, all to be coordinated by court staff and county maintenance. Estimated cost of $15,000 to be funded from the jail sales tax fund.

Motion to allocate $15,000 from the jail sales tax fund for the 2nd/3rd floor courthouse renovation was made by Commissioner Milburn and seconded by Commissioner Motley. The motion carried unanimously.

Burn Ban

Commissioner Allen reported that fire departments in the county were responding to fire calls due to extremely dry conditions, noting that Allen County had already enacted a burn ban. Following a brief discussion about enforceability, the commission approved a two-week countywide burn ban, effective immediately.

Motion to enact a two-week countywide burn ban effective immediately was made by Commissioner Allen and seconded by Commissioner Milburn. The motion carried 3 to 1 Beerbower voting No.

Update on Old Landfill Property - Milburn

Commissioner Milburn provided an update on the process for selling the old county landfill property. Work is underway to finalize an accurate legal description for a restrictive covenant, obtain updated water testing quotes, and prepare required disclosures. KDHE approval will be required and may take up to 60 days once formally requested to be sold. No action was taken.

Commissioner Comments

Commissioner Motley made a announcement with a email address that he stated was used to hack the city's IT systems and has been distributing employee payroll data.

Adjournment

Motion to adjourn was made by Commissioner Motley and seconded by Commissioner Milburn. The motion carried unanimously. The meeting was adjourned.

______________________________ Chairman

______________________________ Commissioner

______________________________ Commissioner

______________________________ Commissioner

______________________________ Commissioner

______________________________ ATTEST:

County Clerk

SPECIAL MEETING OF THE BOURBON COUNTY COMMISSION

Meeting Minutes

September 2, 2026, 5:00 PM

210 South National Avenue, Fort Scott, KS 66701, US

Special Meeting of the Bourbon County Commission

Date: Wednesday, September 2, 2026 at 5:00 PM Location: 210 South National Avenue, Fort Scott, KS 66701

Present: Commissioner Joe Allen (District 3), Commissioner David Beerbower (District 2), Commissioner Mika Milburn (District 5), Commissioner Gregg Motley (District 4).

Commissioner Samuel Tran (District 1) was absent.

Discussion of Asbestos Testing

The Commission discussed the need for asbestos inspection and testing of the courthouse in advance of the planned elevator modernization project. Commissioner Beerbower presented research establishing that federal EPA regulations (National Emissions Standard for Hazardous Air Pollutants) and corresponding state regulations mandate a thorough asbestos inspection before any renovation, demolition, or elevator modernization work may begin. This legal requirement, previously not accounted for in the project timeline, necessitates immediate action.

Commissioner Beerbower noted that Otis, the elevator contractor, must be formally notified of the potential asbestos hazard before work can commence, and that the contractor may need to revise its bid to account for containment measures.

Commissioner Milburn reported that she had contacted Apex Environmental, a firm recommended by a superintendent at J.E. Dunn with firsthand experience of the company's work. Apex was described as a testing and inspection firm only — not a remediation company — removing any conflict-of-interest concern. The quoted cost was approximately $1,800 for travel and three hours of work, plus $35 per tested sample, with availability within approximately two weeks. Commissioner Milburn emphasized that Apex would provide a written report with findings and recommendations covering the elevator, third-floor renovation, pipe insulation, and any additional areas identified during inspection.

Discussion clarified that air quality testing should be included given the planned construction.

The Commission agreed that due to timing constraints — the next regular meeting being September 14, which was considered too close to the construction timeline — a single commissioner should be designated to coordinate all testing, contractor notification, and related logistics. Commissioner Beerbower was designated as the lead coordinator.

> Motion to engage Apex Environmental for asbestos testing and inspection services, including the elevator shaft, third-floor walkthrough, pipe insulation, air quality testing, and any additional testing recommended by the inspectors, with Commissioner Beerbower designated as the coordinating lead, and a not-to-exceed budget of $5,000, was made by Commissioner Milburn and seconded by Commissioner Motley. The motion carried 4-0.

Executive Sessions

Commissioner Beerbower motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for 10 minutes to discuss matters of non-elected personnel to protect their privacy. Specifically dealing with salaries. Included in the executive session will be the 4 commissioners present, the Deputy County Clerk Michael Hoyt, and, if able, our HR consultant Dr. Cohen, by phone. We will recess to the executive session room at 17:25pm and return to the commission room at 17:35pm. Motion was seconded by Commissioner Allan and the motion passed unanimously.

Commissioner Milburn motioned to return to normal session at 17:35pm – no action. Motion was seconded by Allan and the motion passed unanimously.

Commissioner Beerbower motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for 10 minutes to discuss matters of non-elected personnel to protect their privacy. Specifically dealing with salaries. Included in the executive session will be the 4 commissioners present. We will recess to the executive session room at 17:37pm and return to the commission room at 17:47pm. Motion was seconded by Commissioner Allan and the motion passed unanimously.

Commissioner Beerbower motioned to return to normal session – with action at 17:47. Motion was seconded by Chair Motley and the motion passed unanimously.

Commissioner Beerbower moved that the salary change be approved as suggested, with the salary being reevaluated once the clerk-elect is sworn in and certified by Kansas State Governor Kelly. Motion passed 3 to 1 with Milburn voting no.

Commissioner Beerbower motioned that Chair Motley complete the salary change form required, Commissioner Allan seconded; the motion passed unanimously.

Adjournment

Motion to adjourn was made by Commissioner Allen and seconded by Commissioner Motley. The motion carried unanimously. Meeting adjourned at 17:55pm.

______________________________ Chairman

______________________________ Commissioner

______________________________ Commissioner

______________________________ Commissioner

______________________________ Commissioner

______________________________ ATTEST:

County Clerk

Bourbon County Commission Meeting

Meeting Minutes

September 9, 2026, 5:30 PM

210 South National Avenue, Fort Scott, KS 66701, US

Citizen Attendance: ____

____

Introductions

Commissioners introduced themselves: Joe Allen (District 3), David Beerbower (District 2), and Micah Melbourne Key (District 5).

Approval Of Agenda

The agenda was amended as follows: two executive sessions were added — one following the Appraiser's Change Letter item and one following the Approval of Meeting Minutes from 9/2/2026; the Election Deadline Updates item was removed from Department Updates; and the meeting minutes from 8/31/2026 and 9/2/2026 were tabled to the next Monday meeting pending revisions.

> Motion to approve the agenda as amended was made by Commissioner Milburn and seconded by Commissioner Beerbower. The motion carried unanimously.

Account Payable Note

Accounts payable was noted as $0.

Approval Of Meeting Minutes From 8-24-2026 & 8-31-2026

The minutes from 8/31/2026 were tabled. The minutes from 8/24/2026 were approved.

> Motion to approve the minutes from 8/24/2026 was made by Commissioner Milburn and seconded by Commissioner Beerbower. The motion carried unanimously.

Training Invoice Update - Milburn

Commissioner Milburn reported that a approximately $8,000 training invoice from a vendor had been reviewed. While the invoice was considered vague, it was determined that the county had received the service and that paying the bill was necessary to maintain the relationship with the vendor. It was noted that clearer agreements should be established for future engagements.

> Motion to approve release of the check and payment of the $8,000 training invoice was made by Commissioner Milburn and seconded by Commissioner Allen. The motion carried unanimously.

Old Landfill Covenant and Water Testing Update

Commissioner Milburn presented a completed restrictive covenant for the old landfill site, noting that the legal description had been carefully verified against multiple deeds with assistance from the county mapping office and the Executive Assistant. The covenant had been drafted per longstanding obligation and was ready for signature, notarization, and filing with the Register of Deeds. Any filing fees were to be paid from the general fund.

> Motion to authorize Commissioner Allen to sign the restrictive covenant on behalf of the commission, have it notarized, filed with the Register of Deeds, and any associated filing fees paid from the general fund, was made by Commissioner Milburn and seconded by Commissioner Tran. The motion carried unanimously.

Commissioner Milburn also reported that water testing at the old landfill site had been due since 2020 and last performed in 2018. Triad Environmental had done 2018 testing and submitted a quote of $12,990 to perform the required sampling in coordination with KDHE. Costs would be covered by the Public Works budget.

> Motion to approve the contract with Triad Environmental for water testing at a cost of $12,990, to be paid from the Public Works budget, was made by Commissioner Milburn and seconded by Commissioner Beerbower. The motion carried unanimously.

> Motion to authorize Commissioner Allen to sign the Triad Environmental contract was made by Commissioner Milburn and seconded by Commissioner Beerbower. The motion carried unanimously.

Asbestos Testing Update - Beerbower

Commissioner Beerbower reported that Apex Environmental had been contacted and submitted a proposal within the approved budget (approximately $3,500, covering up to 30 samples in construction areas requested areas and air testing on all floors). Scheduling was pending coordination with the elevator company. Milburn passed a comment of appreciation from the courts.

Appraiser's Change Letter and Interviews - Milburn

Commissioner Milburn reported that a notification of county appraiser change had been completed and requested signature for submitted to the state, the completion of the form was based on the former appraiser's resignation letter. All commissioners signed the form. Regarding the open position for appraiser, four applications were identified. Commissioners agreed to have HR coordinate formal interviews with all five commissioners present. It was also noted that Allen County had been contacted to explore a potential partnership arrangement.

> Motion for Commissioner Milburn to contact HR to arrange appraiser interviews was made by Commissioner Beerbower and seconded by Commissioner Allen. The motion carried unanimously.

Executive Sessions

Commissioner _________________ motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for _______ minutes to discuss matters of non-elected personnel to protect their privacy. Specifically dealing with _______________________________. Included in the executive session will be the _______________________________, We will recess to the executive session room at ________pm and return to the commission room at ____________. Motion was seconded by Commissioner ___________________ and the motion passed unanimously.

Commissioner ______________________ motioned to return to normal session at __________pm ________ action. Motion was seconded by ____________________ and the motion passed unanimously.

Commissioner _________________ motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for _______ minutes to discuss matters of non-elected personnel to protect their privacy. Specifically dealing with _______________________________. Included in the executive session will be the _______________________________, We will recess to the executive session room at ________pm and return to the commission room at ____________. Motion was seconded by Commissioner ___________________ and the motion passed unanimously.

Commissioner ______________________ motioned to return to normal session at __________pm ________ action. Motion was seconded by ____________________ and the motion passed unanimously.

Commissioner _________________ motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for _______ minutes to discuss matters of non-elected personnel to protect their privacy. Specifically dealing with ________________________________. Included in the executive session will be the _________________________________, We will recess to the executive session room at ________pm and return to the commission room at ____________. Motion was seconded by Commissioner ___________________ and the motion passed unanimously.

Commissioner ______________________ motioned to return to normal session at __________pm ________ action. Motion was seconded by ____________________ and the motion passed unanimously.

Commissioner _________________ motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for _______ minutes to discuss matters of non-elected personnel to protect their privacy. Specifically dealing with ________________________________. Included in the executive session will be the _________________________________, We will recess to the executive session room at ________pm and return to the commission room at ____________. Motion was seconded by Commissioner ___________________ and the motion passed unanimously.

Commissioner ______________________ motioned to return to normal session at __________pm ________ action. Motion was seconded by ____________________ and the motion passed unanimously.

Commissioner _________________ motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for _______ minutes to discuss matters of non-elected personnel to protect their privacy. Specifically dealing with ________________________________. Included in the executive session will be the _________________________________, We will recess to the executive session room at ________pm and return to the commission room at ____________. Motion was seconded by Commissioner ___________________ and the motion passed unanimously.

Commissioner ______________________ motioned to return to normal session at __________pm ________ action. Motion was seconded by ____________________ and the motion passed unanimously.

Build Future Agenda

Commissioner Tran requested that the Comprehensive Plan Confluence contract be added to a future agenda.

Adjournment

Motion to adjourn was made by Commissioner Beerbower and seconded by Commissioner Allen. The motion carried unanimously.

The commission then recessed briefly before convening a work session.

RESOLUTION NO. ____-26

A RESOLUTION APPROVING A PLANNING SERVICES AGREEMENT WITH CONFLUENCE, INC. FOR THE DEVELOPMENT OF A COMPREHENSIVE PLAN AND ZONING CODE REGULATIONS FOR BOURBON COUNTY, KANSAS, AND PROVIDING FOR FUNDING OF THE AGREEMENT

WHEREAS, Bourbon County values its rural lifestyle and recognizes the importance of preserving the qualities that make Bourbon County a place where residents enjoy the benefits of rural living while remaining connected to opportunities available in nearby communities and cities; and

WHEREAS, Bourbon County honors its rich farmland, agricultural heritage, and livestock industry, recognizing the vital role agriculture plays in sustaining the County, its economy, and its way of life; and

WHEREAS, the Board of County Commissioners recognizes its responsibility to respect the taxpayers of Bourbon County through responsible fiscal stewardship and thoughtful planning for the future; and

WHEREAS, the Board of County Commissioners desires to ensure that the values of rural living, agriculture, responsible growth, and fiscal responsibility work together to build a prosperous and sustainable future for the residents of Bourbon County; and

WHEREAS, Bourbon County seeks to be a vibrant and resilient rural county where families, businesses, and communities flourish, rooted in tradition, guided by innovation, and united in a commitment to a prosperous future for generations to come; and

WHEREAS, the development of a Comprehensive Plan and Zoning Code Regulations will provide Bourbon County with an opportunity to establish a thoughtful framework for future growth and development while respecting the County's rural character, agricultural heritage, taxpayers, and long-term vision for future generations; and

WHEREAS, the Board of County Commissioners previously adopted Resolution No. 24-26 establishing a temporary moratorium relating to Utility Scale Power Generation, Crypto Mining, Data Centers, and Waste Disposal Operations in Bourbon County, Kansas, in order to allow time for the development, consideration, and potential adoption of appropriate land development regulations and standards; and

WHEREAS, Resolution No. 24-26 recognizes the need for Bourbon County to develop and consider regulations and standards addressing these land uses and their potential impacts upon property owners, future development, and the public health, safety, and welfare of Bourbon County; and

WHEREAS, the Board of County Commissioners finds that the development of a Comprehensive Plan and updated Zoning Code Regulations is an important step in providing Bourbon County with appropriate planning tools and land use regulations for the future; and

WHEREAS, Confluence, Inc. has submitted a Planning Services Agreement to Bourbon County, Kansas, for professional services to develop a new Comprehensive Plan and Zoning Code Regulations; and

WHEREAS, the proposed Planning Services Agreement provides for research and analysis, public engagement, stakeholder input, development of a Comprehensive Plan, development of Zoning Code Regulations, public meetings and workshops, Planning Commission review, and assistance with the adoption process; and

WHEREAS, the proposed Zoning Code Regulations are anticipated to address, among other areas identified during the planning process, utility scale wind and solar energy systems, battery energy storage systems, data centers, and other focus areas identified through the Comprehensive Plan development process; and

WHEREAS, the Planning Services Agreement provides for a total fee proposal of One Hundred Sixteen Thousand Five Hundred Dollars ($116,500), including reimbursable expenses not to exceed Five Thousand Dollars ($5,000); and

WHEREAS, the Board of County Commissioners finds it to be in the best interest of Bourbon County to approve and enter into the Planning Services Agreement with Confluence, Inc. for the development of the Bourbon County Comprehensive Plan and Zoning Code Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BOURBON COUNTY, KANSAS:

SECTION 1.

The Board of County Commissioners hereby approves and adopts the Planning Services Agreement between Bourbon County, Kansas, and Confluence, Inc. for the development of a Comprehensive Plan and Zoning Code Regulations for Bourbon County, Kansas.

SECTION 2.

The Planning Services Agreement with Confluence, Inc. is hereby incorporated by reference into this Resolution as though fully set forth herein, and the Agreement shall govern the scope of professional services to be provided by Confluence, Inc.

SECTION 3.

The Board of County Commissioners hereby authorizes the appropriate representatives of Bourbon County, Kansas, to execute the Planning Services Agreement with Confluence, Inc. and any documents necessary to carry out the purposes of this Resolution.

SECTION 4.

Funding for the Planning Services Agreement shall be provided from the Bourbon County General Fund as follows:

Thirty-Six Thousand Dollars ($36,000) shall be funded from the **2026 Bourbon County General Fund**; and

The remaining balance of **Eighty Thousand Five Hundred Dollars ($80,500)** shall be funded from the **2027 Bourbon County General Fund**, subject to appropriation and availability of funds.

SECTION 5.

The Board of County Commissioners finds that the development of the Comprehensive Plan and Zoning Code Regulations authorized by this Resolution is consistent with and supports the purposes identified in Resolution No. 24-26 and will provide Bourbon County with a structured process for evaluating future land use, development, and zoning regulations while respecting the County's rural character, agricultural heritage, taxpayers, and long-term vision.

SECTION 6.

This Resolution shall take effect and be in full force upon its adoption by the Board of County Commissioners of Bourbon County, Kansas.

ADOPTED this ____ day of __________________, 2026, by the Board of County Commissioners of Bourbon County, Kansas.

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

County Clerk

PLANNING SERVICES AGREEMENT

BOURBON COUNTY, KANSAS
COMPREHENSIVE PLAN AND ZONING CODE REGULATIONS

PROJECT DESCRIPTION

Planning services will be provided by Confluence (Consultant) to Bourbon County, Kansas (County) to create a new Comprehensive Plan and Zoning Code Regulations. Confluence anticipates working collaboratively with County staff, the Planning Commission, and the Board of County Commissioners. The following details proposed Scope of Services based on our understanding of the County's desired process and outcomes.

A. SCOPE OF SERVICES

PHASE 1: PROJECT RESEARCH + ANALYSIS *(APPROXIMATELY 2 MONTHS)*

1.1 KICK-OFF MEETING WITH COUNTY STAFF

The Consultant Team will meet virtually with County staff and Chair of the Planning Commission to review the project scope and meeting dates, obtain county data, discuss ~~the~~ future agenda items, and review the public input process. *(Virtual meeting)*

1.2 EXISTING CONDITIONS REVIEW + ANALYSIS

The Consultant Team will review and analyze all previously prepared plans, policies and other available data. This task will rely upon the data provided by the County and additional research conducted by the Consultant Team, as allowed by the budget.

1.3 ANALYSIS REVIEW MEETING WITH PLANNING COMMISSION

Our team will present to the Planning Commission a review of the project scope and schedule, seek input on stakeholders to be interviewed, and provide an overview of our team's analysis of the previous plan, existing conditions, and anticipated trends. For this overview, we will develop:

- A preliminary community assessment of issues and opportunities;
- An existing community profile with demographics analysis and preliminary population projections;
- A housing, employment, and economic analysis;
- An initial analysis of existing land uses;
- A high-level transportation analysis; and,
- A preliminary needs assessment of park facilities.

(In person meeting)

PHASE 2: VISION, INPUT AND DIRECTION *(APPROXIMATELY 2 MONTHS)*

2.1 ONLINE ENGAGEMENT + ONLINE SURVEY

At the start of Phase 2, the Consultant Team will set up a website to facilitate online engagement for County residents. This same site will host an online survey. The website will be updated and utilized as part of Phase 3 to reveal the draft Comprehensive Plan and Zoning Code and seek public feedback. We will also provide information and graphics for posting to the County's website.

2.2 STAKEHOLDER INTERVIEWS

Our team will conduct key stakeholder interviews to incorporate this input into the planning process. These candid interviews with members of the community are essential to forming a clearer understanding of the existing conditions. *(2 days, virtual meetings)*

2.3 PUBLIC INPUT WORKSHOP

The Consultant Team will facilitate one structured Public Visioning Workshop to identify key issues, priorities, opportunities, and preferences that will guide the direction of the Comprehensive Plan and the Zoning Code. At this meeting, we will provide an overview of the Comprehensive Plan and Zoning Code process and seek input on various aspects of the plan and zoning code. The workshop will include a project overview session to review the findings of our initial data collection and research. Prior to commencing the community input activities, we will provide a brief "Planning 101" to explain Comprehensive Planning and Zoning basics. *(1 in person meeting)*

Meeting Advertising: The Consultant Team will collaborate with County Staff to advertise the public meeting. The Consultant Team will create meeting flyers and yard signs for posting at County facilities, press releases, and graphics for posting on the County's website and social media platforms.

2.4 INPUT REVIEW WITH PLANNING COMMISSION

Following the existing conditions analysis and various public and stakeholder input meetings, the Consultant Team will meet with the Planning Commission to share all of the information gathered from the various engagement activities conducted to date. The purpose of this meeting is to review the trends in the data and ideas generated by the stakeholders and community members and set the preferred direction of the Plan and Zoning Code. *(In person meeting)*

PHASE 3: DRAFT PLAN + ZONING CODE *(APPROXIMATELY 6 MONTHS)*

3.1 DRAFT PLAN + ZONING CODE

Comprehensive Plan:

The Consultant Team will prepare a draft Comprehensive Plan. The vision, guiding principles, and strategic themes, specific chapters, and layout of the Comprehensive Plan document will be identified in collaboration with County Staff and the Planning Commission. The plan will cover a variety of topics including:

- Community Input Summary;
- Existing Demographic and Housing Summaries with Population Projections;
- Existing Land Use Analysis;
- Future Land Use Plan, Land Use Categories;
- Renewable Energy
- Transportation
- Existing Open Space, Parks, Trails, and Recreation Analysis; and,
- Goals, Objectives, and Strategies for Implementation (including recommended direction for the drafting of zoning and subdivision regulations).

The final document will be graphically rich and web-friendly with graphs, maps, and illustrations.

Zoning Code:

The Consultant Team will also prepare a draft Zoning Code based on the results of the Comprehensive Plan, and with input from the County staff and the Planning Commission. These new regulations will be prepared in Word and is anticipated to focus on the regulation of utility scale wind and solar energy systems, battery energy storage systems, datacenters, and other focus areas as identified during the comprehensive plan development process. The Consultant Team will further create a draft Zoning Map in ArcGIS format.

3.2 DRAFT PLAN AND CODE REVIEW SESSIONS WITH PLANNING COMMISSION

The Consultant Team will present elements/chapters of the draft Comprehensive Plan and Zoning Code to the Planning Commission, record feedback and comments, and update and modify the drafts as requested. We anticipate three meetings with the Planning Commission to review the plan draft and code. *(3 in person meetings)*

3.3 DRAFT PLAN OPEN HOUSE

The Consultant Team will present the Comprehensive Plan and Zoning Code at one Public Open House to be held over an afternoon/evening utilizing story boards to explain the different plan elements and chapters. *(1 in person meeting)*

Meeting Advertising: The Consultant Team will collaborate with County Staff to advertise the public open house. The Consultant Team will create meeting flyers and updated yard signs for posting at County facilities, press releases, and graphics for posting on the County's website and social media platforms.

3.4 DRAFT PLAN JOINT WORKSHOP WITH THE COUNTY COMMISSION AND PLANNING COMMISSION

The Consultant Team will present an overview of the draft Comprehensive Plan and Draft Zoning Code at a joint workshop of the County Commission and Planning Commission and provide a review of the public comments from Public Meetings. Our team will record feedback and comments received at the meeting and update and modify the draft as requested. *(In person meeting)*

PHASE 4: FINAL DRAFT PLAN AND CODE + ADOPTION ***(APPROXIMATELY 2 MONTHS)***

4.1 FINAL DRAFT PLAN

The Consultant Team will prepare a final draft of the Comprehensive Plan and Zoning Code and submit it to County Staff for review and comment. We will address County Staff comments and submit revised final drafts to County Staff. We will further assist with preparing the required public hearing notice and drafting the required resolutions for adoption of the Comprehensive Plan and Zoning Code.

4.2 PLANNING COMMISSION PUBLIC HEARING

The Consultant Team will attend the Planning Commission Public Hearing for the review and recommendation on the adoption of the Comprehensive Plan and Zoning Code. We will present the Plan and Zoning Code and will make subsequent revisions as may be requested by the Commission and submit updated copies to County Staff. *(In person Meeting)*

4.3 COUNTY COMMISSION PUBLIC HEARING

The Consultant Team will attend the County Commission Hearing for the review and adoption of the Comprehensive Plan and first reading of the Zoning Ordinance. We will present the Plan and Code and will make subsequent revisions as may be requested by the Commission and submit updated copies to County Staff. *(In-Person Meeting)*

DELIVERABLES

Electronic copies of the Comprehensive Plan will be provided in PDF and Word formats. Background data and analysis, including spreadsheets, will be provided in PDF and Excel formats. Maps will be provided in PDF and ESRI ArcGIS formats.

Electronic copies of the Zoning Code will be provided in PDF and Word formats. Background data and analysis, including spreadsheets, will be provided in PDF and Excel formats. The Zoning Map will be provided in PDF and ESRI ArcGIS formats.

B. SCHEDULE

The Consultant is prepared to provide the professional services described herein immediately upon the County's notice to proceed. It is anticipated the Comprehensive Plan project will take approximately 12 months to complete. A more definitive schedule for completion of activities can be established with the County at the outset of the project as requested.

C. SCOPE SERVICE FEES BY TASK

The County will compensate Confluence on a lump sum basis as provided herein and will pay Confluence monthly based on the percentage completion of each phase. Not included are reimbursable expenses for travel, printing, meeting materials, which are not to exceed **$5,000**. Reimbursable expenses will be included on each monthly invoice as incurred in accordance with Exhibit A, attached hereto.

FEES BY PHASE

PHASE 1: PROJECT KICK-OFF + ANALYSIS	$10,250
PHASE 2: VISION, INPUT AND DIRECTION	$19,250
PHASE 3: DRAFT PLAN + ZONING CODE	$68,000
PHASE 4: FINAL DRAFT PLAN AND CODE + ADOPTION	$14,000
Reimbursable Expenses Not to Exceed	*$5,000*
TOTAL FEE PROPOSAL	**$116,500**

D. COMPENSATION

Service fees and reimbursable expenses will be billed to the County monthly by the Consultant. Payment is due upon receipt of invoice. The County agrees to provide payment to the Consultant within thirty (30) days of the invoice date, and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by the Consultant within thirty (30) days of the invoice date is considered past due. In the event the account becomes past due, the Consultant may suspend performance of services on the project until the account is paid.

In the event an invoice is disputed by the County, the County shall inform the Consultant within a reasonable timeframe (within 10 days of County's receipt of invoice), and both parties agree to meet with each other in a timely manner (within 10 days of the Consultant's receipt of dispute notice) to further clarify the nature of the dispute in an effort to resolve it while minimizing impacts to the performance of the services outlined herein. In the event the dispute remains unresolved, the Consultant, at its discretion, may suspend performance of services on the project until the account is paid.

E. TERMINATION

The Consultant or the County may terminate this Agreement at any time by written notice. If the Agreement is terminated by either the Consultant or the County, the County will pay the Consultant for services provided and expenses incurred by the Consultant up to the time notice is either sent by the Consultant or received by the Consultant.

F. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas. The County and the consultant agree that the performance of this Agreement will be deemed to have occurred in the State of Kansas and that consultant's performance under this Agreement will be deemed the transaction of business in Kansas.

G. MISCELLANEOUS

The County shall provide all necessary background information, documents, maps and data and shall further provide the timely review of document and map drafts, assist with scheduling meetings, provide meeting space, print and distribute meeting flyers and posters, placement of yard signs, and be responsible for all required public meeting notices.

The Consultant is not an attorney and does not represent himself as an attorney nor law firm. The County shall be responsible for the review of the draft code as to its legality. The Consultant does not provide any assurances as to the defensibility or enforceability of the draft code. Any necessary legal review or legal opinion regarding the draft code shall be the sole responsibility of the County and its legal counsel.

H. INDEMNIFICATION AND LIMITATION OF LIABILITY

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. The consultant shall indemnify County against legal liability for damages arising out of claims by consultant's employees.

Except in cases of gross negligence or willful misconduct and except to the extent such damages are otherwise covered by the insurance requirements set forth herein, in no event will either party be liable under this agreement to the other party or its affiliates for any special, indirect, consequential, including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, lost production, claims by customers of County, or governmental fines or penalties.

The total cumulative liability of the Consultant, its agents, servants, employees, and sub-consultants to the County with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including, but not limited to, negligence) or otherwise shall be limited to the Consultant's professional liability insurance coverage limits in place at the time of performance of the services outlined herein. The Consultant agrees to maintain and procure Professional Liability or Errors and Omissions Insurance, with a minimum limit of $1,000,000 annual aggregate. The Consultant shall not be liable to the County for losses, damages, or claims for which the County fails to give notice to the Consultant within reasonable time, not to exceed ninety (90) days from discovery.

I. WITNESS FEES

The Consultant's employees shall not be retained as expert witnesses except by separate, written agreement.

J. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except where otherwise provided herein, documents, drawings, logos, and graphics prepared or created by Consultant as part of the services shall become the property of the County, provided Consultant has the unrestricted right to their use. Notwithstanding the foregoing, the County accepts that any re-use of the documents or intellectual property shall be at the County's sole risk and liability.

K. INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties herein only as an independent consultant. The parties and their personnel shall not be considered employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind. Consultant agrees to comply with all Federal and State laws relating to discrimination, fair labor practices, and worker's compensation.

L. ASSIGNMENT

Neither County nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

M. CHANGES, DELETIONS, OR ADDITIONS TO THE AGREEMENT

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, County and the Consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

N. APPROVAL AND ACCEPTANCE

Upon review of the foregoing terms, this Planning Services Agreement is approved and accepted by the Bourbon County, Kansas (County) and Confluence (Consultant) as confirmed by the signatures below.

Offered by:
Confluence, Inc.
525 17th Street
Des Moines, IA 50309

____
(signature)

Name: Christopher Shires, AICP
Title: Principal
Date: June 25, 2026

Accepted by:
Bourbon County, Kansas
210 S. National Ave.
Fort Scott, Kansas 6670

____
(signature)

Name: ______________________________
Title: ______________________________
Date: ______________________________

EXHIBIT 'A'

STANDARD HOURLY RATES

Senior Principal .... $175.00 - $275.00 per hour
Principal .... $160.00 - $250.00 per hour
Associate Principal .... $140.00 - $200.00 per hour
Associate .... $115.00 - $185.00 per hour
Senior Project Manager .... $105.00 - $165.00 per hour
Project Manager .... $95.00 - $145.00 per hour
Senior Landscape Architect .... $95.00 - $185.00 per hour
Landscape Architect .... $85.00 - $135.00 per hour
Senior Project Planner .... $95.00 - $145.00 per hour
Planner II .... $85.00 - $135.00 per hour
Planner I .... $75.00 - $125.00 per hour
Landscape Architect-In-Training / Landscape Designer.. $75.00 - $125.00 per hour
Landscape Architect Intern / Landscape Designer.. $65.00 - $100.00 per hour
Draftsperson .... $55.00 - $100.00 per hour
Graphic Designer .... $75.00 - $115.00 per hour
Clerical / System Staff .... $75.00 - $135.00 per hour

REIMBURSABLE EXPENSES (COST)

Social Pinpoint Public Engagement Tool $1,500.00
Costar Real Estate Tool .... $1,000 (project use), $150 per report
Placer.AI Analytics Tool .... cost
Filing Fees .... cost
Materials and Supplies .... cost
Meals and Lodging.. cost
Mileage .... $0.72.5 per mile
Postage .... cost
Printing by Vendor.. cost
B/W Photocopies/Prints 8½ x 11 .... $0.10 each
B/W Photocopies/Prints 11x17 .... $0.20 each
Color Photocopies/Prints 8½ x 11 .... $0.75 each
Color Photocopies/Prints 11x17 .... $1.50 each
Large Format Plotting – Bond $2.50/SF
Large Format Plotting - Mylar $4.50/SF
Large Format Plotting - Photo $5.00/SF
Flash Drives .... $10.00 each
Booklet Binding (cover, coil, back).. $4.50 each
Foam Core .... $8.00 each
Easel Pads .... $32.75 each
Online Meeting Service .... $35.00 Each

Effective 1/1/2026

RESOLUTION NO. 21-26

A resolution of the Board of Bourbon County Commissioners of Bourbon County, Kansas, repealing Resolution 36-25 and defining meeting times, work sessions, and payroll ap approvals.

WHEREAS, the Board of County Commissioners (hereinafter referred to as the "Board") is responsible for the governance of Bourbon County, Kansas, and must conduct its meetings in an efficient, fair, and orderly manner; and

WHEREAS, the Kansas Open Meetings Act, K.S.A. 75-4317 et seq., requires that the meetings of public bodies be open to the public; and

WHEREAS, the Board finds it necessary to adopt an updated set of rules and procedures to govern the scheduling of meetings, work sessions, the approval of accounts payable (AP) and payroll, and public participation to ensure the orderly transaction of business and compliance with applicable laws; and

WHEREAS, the Board seeks to streamline the meeting schedule to allow more efficient planning and execution of County business, specifically concerning the approval of payroll and accounts payable, as well as providing time for work sessions to discuss in-depth issues;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bourbon County, Kansas, that:

Section 1. Adoption of Parliamentary Authority.
The Board hereby adopts the current edition of Robert's Rules of Order as the standard parliamentary authority for all its meetings, except where such rules are inconsistent with Kansas law or these adopted procedures.

Section 2. Establishment of Meeting Agendas.
A. The initial agenda for each meeting is set by the Board at the end of each regularly scheduled meeting. The County Clerk shall prepare the agenda for all regular Board meetings.

B. Commissioners may submit items for consideration on a regular meeting agenda and must be submitted to the County Clerk's office no later than 12:00 p.m. on the Friday before the next regularly scheduled meeting, for any employee, director, elected official, member of the public who wishes to be added to the agenda you must first obtain a commission sponsor for your agenda item.

C. Items that did not make it to the meeting agenda may be added at the meeting table by a commissioner; during the meeting; through a motion to add, when approving the agenda, and must be approved through a majority vote.

Section 3. Meeting and Work Session Schedule.
A. Regular Meetings of the Board of County Commissioners shall be scheduled every other Monday, starting May 4th, 2026, beginning at 5:30 p.m.

B. The Board will approve the AP and payroll on the Monday after payroll processing has been completed, in accordance with the bi-weekly payroll schedule.

B,2. A meeting with one agenda topic being AP Approval, only shall be held on Monday between regular meetings. Meeting shall begin at 5:30 P.M., following the same timing as the regular meetings.

C. Regular Work Sessions shall be scheduled on Monday between regular meetings. Work sessions shall begin immediately following the AP Approval after adjournment of the AP Approval meeting. These work sessions are intended for in-depth discussions, reviews, and planning.

Section 4. Conduct of Meetings.
A. All meetings shall be called to order by the Board Chair or Vice-Chair.

B. A quorum, consisting of a majority of the Commissioners, must be present for the Board to conduct official business.

C. Discussions will be directed by the Chair, recognizing each speaker in turn.

D. The Board will follow the order of business as it appears on the approved agenda.

Section 5. Public Participation.
A. A portion of each regular meeting shall be reserved for public comment on items on or off the agenda, which shall be limited to three (3) minutes per speaker. Any member of the public wishing to address the Board at this time must have completed a card, providing their name, address, phone number, and a brief description of the topic they wish to address.

B. Members of the public who have filled out a card and who wish to address the Board must be recognized by the chair before speaking.

C. All persons attending a meeting shall behave in a respectful manner and shall not disrupt the proceedings of the Board. Any disruptions or speaking out of turn will be addressed by the Chair or Parliamentarian.

Section 6. Amendment of Procedures.
These rules of procedure may be amended by a majority vote of the Board through the adoption of a new or superseding resolution.

Section 7. Severability.
If any section of this resolution is determined to be invalid, the remaining sections shall remain in effect.

Section 8. Repeal of Conflicting Procedures.
This resolution hereby repeals Resolution 36-25, and any other previously adopted resolutions or procedures that are inconsistent with the provisions of this resolution.

BE IT FURTHER RESOLVED, that this Resolution shall take effect and be in full force upon its adoption by the Board of County Commissioners of Bourbon County, Kansas.

BE IT FINALLY RESOLVED,

Adopted this 24th day of April, ~~2025.~~ 2026 **BOARD OF COUNTY COMMISSIONERS**
BOURBON COUNTY, KANSAS

____________________ Commissioner

____________________ Commissioner

____________________ Commissioner

____________________ Commissioner

ATTEST:

____
County Clerk

Fence View Request

Date: 9-2-2026

To the Board of County Commissioners, I Doris Kelsey, request a view of fences
Requestors Name

separating the properties of Doris Kelsey and Kenneth Henne.
Property Owner Name / Property Owner Name

Briefly describe the issue causing the need for a fence view:

Tennant in Henne house has repeatedly been letting my ponies out thru his poor fence repairs.

Tenant that rents land

Tenant refuses to build new fence or hire it done.

Please provide a complete legal description of the property and fence in question. (A legal description can be obtained from the Register of Deeds Office).

Signature of Requesting Party: Doris Kelsey

Contact Information (phone, email, address)

Requesting Party:

620-857-4331

lester@cket.net

2585 Tomahawk Rd, FS.

Adjoining Party:

Kenneth Henne - owner

816-765-1666 ; 816-525-9931 ; 816-665-0271

Land tenant: Jerry Valentine

620-857-4133 2638 Tomahawk

Entered in Transfer Record in my office this 18 day of Sept A.D. 20 02
Jomme Long
County Clerk

8.00 5

STATE OF KANSAS, BOURBON COUNTY
FILED FOR RECORD THIS 18 DAY OF Sept 2002 AT 11:48 O'CLOCK A M
AND RECORDED IN BOOK 251 OF Deeds
AT PAGE 466
Sharon Elder
SHARON ELDER, REGISTER OF DEEDS

No Sales Validation Required due to 79-1437e(a)(14)

TRUSTEE'S DEED

KENNETH L. HENNE, Successor Trustee of the Revocable Living Trust of Verl Henne and Ruby C. Henne, dated September 27, 1991 and as Amended on October 4, 1991,

CONVEYS AND WARRANTS TO:

KENNETH L. HENNE and **SHARON HENNE**, husband and wife, as Joint Tenants and not as tenants in common, with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either.

all of the following described **REAL ESTATE** in the County of **BOURBON** and the State of **KANSAS**, to-wit:

The Southeast Quarter of Section 14, all in Township 24, Range 25.

FOR THE SUM OF One Dollar and as A distribution pursuant to the terms of the Revocable Living Trust of Verl Henne and Ruby C. Henne, dated September 27, 1991 and as Amended on October 4, 1991, due to the death of the grantors, **VERL HENNE AND RUBY C. HENNE.**

EXCEPT AND SUBJECT TO: Easements and restrictions of record.

THIS CONVEYANCE IS GIVEN PURSUANT TO THE POWERS CONFERRED UPON THE TRUSTEE OF THE VERL HENNE AND RUBY C. HENNE REVOCABLE LIVING TRUST WHICH REMAIN IN FULL FORCE AND EFFECT, DATED SEPTEMBER 27, 1991, AND AS AMENDED ON OCTOBER 4, 1991.

Dated this 18 day of March, 2002.

Kenneth L. Henne
KENNETH L. HENNE, TRUSTEE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, That on this 18 day of March, 2002, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **KENNETH L. HENNE**, Trustee of the Revocable Living Trust of Verl Henne and Ruby C. Henne dated September 27, 1991, and as Amended on October 4, 1991, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public
My Com ex - 81-03

466

Return to: Doris Kelsey
P.O. Box 8
Afton, WI 53501

WARRANTY DEED

This 15th day of October, 2004

Larry J. Clements and Darlene F. Clements, husband and wife

CONVEY AND WARRANT TO

Doris G. Kelsey, a single person

all the following described REAL ESTATE in the County of BOURBON
and the State of Kansas, to-wit:

A tract of land in the Southwest Quarter (SW 1/4) of Section 14, Township 24 South, Range 25 East of the 6th P.M., Bourbon County, Kansas, described as follows, to-wit: Beginning on the South Line of the Southwest Quarter of said Section 14 and 1973.56 feet East of the Southwest Corner of the Southwest Quarter of said Section 14; running thence North 00 degrees 40 minutes 20 seconds West, ahead 170.52 feet; thence South 83 degrees 40 minutes 50 seconds East, ahead 186.69 feet; thence South 00 degrees 14 minutes 49 seconds East, ahead 151.20 feet to the South Line of the Southwest Quarter of said Section 14; thence North 89 degrees 36 minutes 53 seconds West, along the South Line of the Southwest Quarter of said Section 14, ahead 184.21 feet to the point of beginning.

for the sum of one Dollar and other Valuable Consideration

EXCEPT AND SUBJECT TO: Easements, Restrictions, and Covenants of record, if any

Larry J Clements
Larry J. Clements

Darlene F Clements
Darlene F. Clements

STATE OF KANSAS; BOURBON COUNTY, ss

BE IT REMEMBERED, That on this 15th day of October, 2004 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came:

Larry J. Clements and Darlene F. Clements, husband and wife

who is/are personally known to me to be the same persons who executed the within instrument of writing and such persons acknowledged the execution of the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal the day and year last above written.

Term expires June 5, 2007

Debra L. Engstrom
Notary Public

NOTARY PUBLIC – State of Kansas
DEBRA L. ENGSTROM
My Appt Expires 6-5-07

8.00 4-3137

STATE OF KANSAS, BOURBON COUNTY
FILED FOR RECORD THIS 15 DAY OF
Oct 20 04 AT 3:37 O'CLOCK P M
AND RECORDED IN BOOK 255 OF Deeds
AT PAGE 455

Sharon Elder
SHARON ELDER, REGISTER OF DEEDS

Entered in Transfer Record in my office this
15 day of Oct A.D. 20 04
Jamie Long
County Clerk

Return to: Doris Kelsey
P.O. Box 8
Afton, WI 53501

WARRANTY DEED

This 15th day of October, 2004

Jerry Clements aka Jerry E. Clements and Linda Clements aka Linda L. Clements, husband and wife, and Larry Clements a/k/a Larry J. Clements and Darlene F. Clements, husband and wife

CONVEY AND WARRANT TO

Doris G. Kelsey

all the following described REAL ESTATE in the County of BOURBON and the State of Kansas, to-wit:

East One Half (1/2) of the South West Quarter (1/4) of Section Fourteen (14), Township twenty-four (24), Range twenty-five (25), East of the sixth (6) P.M. LESS A tract of land in the Southwest Quarter (SW 1/4) of Section 14, Township 24 South, Range 25 East of the 6th P.M., Bourbon County, Kansas, described as follows, to-wit: Beginning on the South Line of the Southwest Quarter of said Section 14 and 1973.56 feet East of the Southwest Corner of the Southwest Quarter of said Section 14; running thence North 00 degrees 40 minutes 20 seconds West, ahead 170.52 feet; thence South 83 degrees 40 minutes 50 seconds East, ahead 186.69 feet; thence South 00 degrees 14 minutes 49 seconds East, ahead 151.20 feet to the South Line of the Southwest Quarter of said Section 14; thence North 89 degrees 36 minutes 53 seconds West, along the South Line of the Southwest Quarter of said Section 14, ahead 184.21 feet to the point of beginning.

for the sum of one Dollar and other Valuable Consideration

EXCEPT AND SUBJECT TO: Easements, Restrictions, and Covenants of record, if any

Jerry Clements aka Jerry E. Clements

Linda Clements a/k/a Linda L. Clements

Larry Clements a/k/a Larry J. Clements

Darlene F. Clements

STATE OF KANSAS; BOURBON COUNTY, ss

BE IT REMEMBERED, That on this 15th day of October, 2004 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came:
Jerry Clements aka Jerry E. Clements and Linda Clements aka Linda L. Clements, husband and wife and Larry Clements a/k/a Larry J. Clements and Darlene F. Clements, husband and wife

who is/are personally known to me to be the same persons who executed the within instrument of writing and such persons acknowledged the execution of the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal the day and year last above written.

Term expires June 5, 2007

Notary Public

NOTARY PUBLIC – State of Kansas
DEBRA L. ENGSTROM
My Appt. Expires 6-5-07

8.00 4-3136

STATE OF KANSAS, BOURBON COUNTY
FILED FOR RECORD THIS 15 DAY OF Oct 20 04 AT 3:35 O'CLOCK P M
AND RECORDED IN BOOK 255 OF Deed
AT PAGE 454

SHARON ELDER, REGISTER OF DEEDS

Entered In Transfer Record in my office this 15 day of Oct A.D. 20 04

County Clerk

RESOLUTION NUMBER _______

A RESOLUTION AUTHORIZING THE PREPARATION AND SUBMISSION OF AN APPLICATION TO THE KANSAS HOUSING RESOURCES CORPORATION (KHRC) FOR THE KANSAS HOUSING INVESTOR TAX CREDIT (HITC).

WHEREAS, the Housing Investor Tax Credit (HITC) Program authorizes Builders or Developers with Projects located in Counties with a population of less than 75,000 to apply; and

WHEREAS, the County has a population of less than 75,000 and, therefore, constitutes an eligible County as said term is defined by the HITC program; and

WHEREAS, KC Crown, Inc (the “Developer”) of the KC Crown Fort Scott Project (the “Project”) desires to apply for HITC; and

BE IT RESOLVED by the Governing Body of Bourbon County, Kansas (Governing Body):

SECTION 1. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

SECTION 2. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

SECTION 3. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to future economic growth and development in the City.

SECTION 4. The Governing Body hereby offers support of application for the HITC program to the Kansas Housing Resources Corporation for the Project.

SECTION 5. That this resolution shall be in full force and effect from and after its adoption and remain in place until ___________, 2027. (FROM ONE YEAR OF PASSAGE OF THE RESOLUTION)

ADOPTED BY THE BOURBON COUNTY COMMISSION and signed, as authorized by the City Commission, by the Presiding Commissioner on this ________ day of September, 2026.

______________________________,
, Presiding Commissioner

ATTEST:

______________________________,
County Clerk

(SEAL)

KC Crown Inc. Fort Scott Project Scope of project:

Phase 1 The project would start with 25 new homes based on discussions already had with the state and available incentives. Upon completion of phase 1, phase 2 would start with the addition of another 25 homes followed by phase 3 and 4 if possible. Potential initial investment of $2,500,000 expected the first year. Location: land owned by Binder (Sam) Singh. K C Mart south location. Approximately 1/4 mile south of Fort Scott KS on the west side of the road. Houses would be placed behind current convenience store with new access road on north side of property while using the existing entrance. Incentives: It is the intent of KC Crown Inc. to apply for the Kansas Housing Investor Tax Credit as the project is not financially feasible without the tax credits and it is a requirement of application to have a resolution of support from the Board of Commissioners. Based on the need of housing in Bourbon County I am asking for your support of the housing project.

Thanks Sam

REQUEST FOR PROPOSAL (RFP)
Human Resource Services
Bourbon County, Kansas
RFP No.:
Issue Date: September 14, 2026
Proposal Due Date: September 25, 2026, 4:00 PM CST

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1. Introduction

Bourbon County, Kansas, is soliciting proposals from qualified firms or individuals to provide comprehensive Human Resource (HR) services. The selected provider will assist the County in managing personnel functions, ensuring compliance with applicable federal, state, and local employment laws, and supporting a positive and productive workplace culture.

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2. Scope of Work

The HR service provider will be expected to perform, but not be limited to, the following:

- **Recruitment & Staffing**
  - Develop and post job announcements in compliance with Kansas Open Records Act (K.S.A. 45-215 et seq.) and Equal Employment Opportunity (EEO) guidelines.
  - Screen applicants, coordinate interviews, and assist with onboarding.
- **Employee Relations**
  - Provide guidance on performance management, conflict resolution, and disciplinary actions in accordance with Kansas public sector employment laws.
- **Benefits Administration**
  - Administer health, dental, vision, retirement (KPERS), and other employee benefit programs.
  - Ensure compliance with Kansas Public Employees Retirement System (KPERS) reporting requirements.
- **Compliance**
  - Ensure adherence to the Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), Kansas Wage Payment Act (K.S.A. 44-313 et seq.), and other applicable laws.
  - Maintain compliance with Kansas Open Meetings Act (KOMA) when applicable to HR-related discussions.
- **Training & Development**
  - Provide training on workplace harassment prevention, safety, leadership, and compliance topics.
- **Policy Development**

- Draft, review, and update HR policies, employee handbooks, and procedures in alignment with Kansas statutes and Bourbon County ordinances.

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3. Proposal Requirements

Proposals must include:

1. **Company Profile** – History, ownership, and relevant Kansas public sector experience.
2. **Qualifications** – HR certifications (PHR, SPHR, SHRM-CP/SCP), Kansas-specific HR expertise.
3. **Approach & Methodology** – Service delivery plan, communication process, and compliance monitoring.
4. **References** – Recent Kansas municipal, county, or private clients.
5. **Pricing** – Detailed cost breakdown (hourly rates, retainer fees, or project-based pricing).
6. **Insurance** – Proof of general liability, professional liability, and workers' compensation coverage.

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4. Evaluation Criteria

Proposals will be evaluated based on:

- Relevant Kansas public sector HR experience
- Understanding of Kansas employment laws and county operations
- Quality and clarity of proposed approach
- Cost competitiveness
- References and past performance

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5. Submission Instructions

- **Deadline:** October 7, 2026, 4:00 PM CST
- **Delivery Method:**
  - **Email:** aclarkson@bourboncountyks.org
  - **Physical Address:** Bourbon County Clerk's Office, 210 S. National Ave., Fort Scott, KS 66701
- **Contact Person:** Ann Clarkson, Bourbon County Clerk, aclarkson@bourboncountyks.org, 620-223-3800

Late submissions will not be considered.

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6. Timeline

Milestone	Date
RFP Issued	September 14, 2026
Proposal Submission Deadline	September 25, 2026
Evaluation Period	September 21-25, 2026
Award Notification	September 28, 2026
Contract Start Date	October 5, 2026

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7. Terms & Conditions

- Bourbon County reserves the right to reject any or all proposals, waive informalities, and accept the proposal deemed in the best interest of the County.
- All costs incurred in preparing a proposal are the responsibility of the proposer.
- The selected provider will be required to enter into a formal contract with Bourbon County, Kansas, in compliance with Kansas procurement statutes.
- All