Bourbon County Commission Meeting

Meeting Agenda

November 2, 2026, 5:30 PM - 8:30 PM
210 S National Ave, Fort Scott, KS 66701, US

I. **Call Meeting To Order**

II. **Pledge Of Allegiance**

III. **Prayer - Motley**

IV. **Introductions**

V. **Approval Of Agenda**

VI. **Approval Of Minutes 10-26 /10-27**

VII. **Approval Of Accounts Payable $347,346.93**

    a. **108 w 2nd Receipt**

VIII. **Executed Documents For Record**

    a. **Executed Documents For Record**

IX. **Public Comments**

X. **Executive Session K.S.A. 75-4319 (b)() Subject:**

    a. **Executive Session K.S.A. 75-4319 (b)(1) : Motley**

XI. **Department Updates**

    a. **Account reconciliation - Matt Lawn - Baker Tilly**

XII. **Old Business**

    a. **Auction results- J. Allen**

    b. **Policy pertaining to use of county property for personal use - Milburn**

XIII. **New Business**

a. **sheriff request for separation of it - funding**

b. **icc-ims Ryan Robinson cold call information - Milburn**

c. **Kansas WorkforceONE - Motley**

d. **Hope Outreach of Fort Scott - Motley**

e. **Room 12 - Motley**

f. **Standards of Conduct Policy- Milburn**

g. **Review of HR Contract 2 versions- Milburn**

h. **Asbestos RFP Proposal - Beerbower**

XIV. **Commission Comments**

XV. **Future Agenda Topics**

XVI. **Adjournment**

Bourbon County Commission Special Meeting to Address Contract Offer on 108 W 2nd Street.

Meeting Minutes

October 27, 2026, 12:00 PM
210 South National Avenue, Fort Scott, KS 66701, US

Present: Commissioner Joe Allen (District 3), Commissioner David Beerbower (District 2), Commissioner Gregg Motley (District 4), and Stephanie Gerken (Chief Court Administrator, District Court). Pat Wood. Clint Walker, Laura Krom, Ann Clarkson County Clerk . Melissa Trim

Review of Contract for 108 W. 2nd Street.

Commissioners Discussed the proposed contract and asked for a amendment be made ensuring courts would not be disrupted.

The contractor stated that the contractors had been stopped from working on the roof pending the outcome and that delay risked losing the deal. Commissioners had no objection to roof work on weekends or after hours, and that the court would work with the contractor on scheduling, including days with lighter dockets. The contractor indicated the roof work could be completed over two weekend days. The Commission agreed to amend the contract language to limit roof work to weekends and after hours, in coordination with the court.

> Motion to accept the contract with revised language allowing roof work to be performed on weekends and after hours in coordination with the District Court was made and seconded. The motion carried with no opposition noted.

The realtor representing the county is Diann Tucker, who was not present. Commissioner Motley stated that he would contact her that afternoon, have the contract language revised, and sign the amended contract.

Adjournment

> Meeting adjourned.

_____ Chairman

_____ Commissioner

_____ Commissioner

_____ Commissioner

_____ Commissioner

_____ ATTEST:

County Clerk

Bourbon County Commission Meeting

Meeting Minutes

October 26, 2026, 5:30 PM - 8:30 PM

123 South Main Street, Fort Scott, KS 66701, US

Present: Commissioner Gregg Motley (District 4, Chair), Commissioner David Beerbower (District 2), Commissioner Joe Allen (District 3), Commissioner Mika Milburn-Kee (District 5). County Clerk Ann Clarkson and County Treasurer Jennifer Hawkins . Diann Tucker, Ann Dare, clint walker, rachel walker, jason silvers , lou howard, mike wunderly, tim emmerson, marlon merida, becky gray, paegan guerin, teri hulsey

Approval of Agenda

Commissioner Allen asked to remove his executive session and to add Jennifer Hawkins to Department Updates Commissioner Beerbower asked to add an executive session under K.S.A. 75-4319(b)(12) regarding security, to replace Mr. Allen's executive session Commissioner Milburn-Kee asked to add a (b)(1) executive session at the end of New Business.

> Motion to approve the agenda as amended was made by Commissioner Allen and seconded by Chair Motley. The motion carried with no opposition.

Approval of Minutes

> Motion to approve the minutes of October 19, 2026 was made by Commissioner Milburn-Kee and seconed. The motion carried with no opposition.

Approval of Accounts Payable $ $78,932.08 • Hampton Inn — $129.32 • Hometown — $69.75 • New Grill — $63.74

Commissioner Milburn-Kee explained that the three previously pulled bills (Hampton Inn, Hometown, New Grill) related to the former appraiser and were owed. She asked that two nearly identical United invoices of $1,219.15 each, bearing different employee signatures, be withheld for investigation.

> Motion to approve accounts payable of $78,932.08, together with the Hampton Inn ($129.32), Hometown ($69.75) and New Grill ($63.74) bills, excluding the two possible duplicate United invoices of $1,219.15 each, was made by Commissioner Milburn-Kee and seconded by Commissioner Beerbower. The motion carried with no opposition.

Executed Documents for Record

The Chair noted that the executed documents from the previous week were in the packet.

Public Comments

There were no public comments.

Executive Session K.S.A. 75-4319 (b)( ) Subject:

Executive Sessions

Commissioner _Beerbower__ motioned pursuant to KSA 75-4319(b)(12) that the Commission recess into an executive session for _10_ minutes to discuss matters of _ relating to security measures__Specifically dealing with _discuss vulnerabilities in the Sheriff's Department computer system discovered during a recent upgrade__. Included in the executive session will be the _4 commissioners ,Murphy and Davidson__, We will recess to the executive session room (office at the back of the hall) at 5:36pm__ and return to the commission room at ___5:56pm___. Motion was seconded by Commissioner _Allen__ and the motion _passed with all voting in favor___.

Commissioner __Milburn-Kee___ motioned to return to normal session at _5:36__. __no_ action. and the motion _passed with all voting in favor_.

Department Updates

Jennifer Hawkins

Treasurer Hawkins announced that the tax sale would be held December 1 at 11:00 AM at Memorial Hall, across from the courthouse, because more bidders were expected than the courthouse lobby could hold. Bidders must register for a number at the Treasurer's office, with photo ID, and may register the day of the sale. The property list will be posted on the website and available in the office.

Hawkins also clarified that she does not make payroll entries. She reconciles the payrolls the Clerk processes and transfers funds to cover them. Payrolls from January 1 through August 21 have been reconciled and posted to the general ledger, but seven subsequent payrolls have not been posted. As a result, she cannot produce accurate budget reports for departments. Commissioner Milburn-Kee suggested that departments use payroll reports to track their own totals in the interim.

Old Business

Asbestos Report - Beerbower

Commissioner Beerbower reported that Apex Environmental Consultancy completed air monitoring and a limited asbestos sampling of the Courthouse on September 29, 2026. Beerbower said six areas in the basement need attention and recommended issuing an RFP for abatement companies, which will be placed on next week's agenda. No formal action was taken.

Well Testing - Milburn

Commissioner Milburn-Kee presented a revised space-allocation resolution reflecting maintenance's move out of the basement to former IT offices and storage areas on the main level. She said the department had requested the change and had already moved due to elevator remodel.

> Motion to approve Resolution 34-26, a resolution defining areas of responsibility and office space assignments within county-owned buildings, was made by Commissioner Milburn-Kee and seconded. The motion carried with no opposition.

On well testing, Commissioner Milburn-Kee reported that Public Works had mowed the old well sites. Triad found some wells damaged or at risk of leaking, and those were to be repoured. Both current and old wells were being tested, and maps were distributed. No action was required.

HR - End of Contract Letter - signing of new contract - Milburn

> Motion to approve the end-of-contract letter and authorize Chair Motley to sign it was made by Commissioner Milburn-Kee and seconded by Commissioner Allen. The motion carried.

Policy pertaining to use of county property for personal use - Milburn

Commissioner Milburn-Kee presented a draft handbook amendment. County property would be for official business only and could not be used or loaned for personal purposes without prior written Board approval. No employee, supervisor or department head could authorize an exception, and approved use would be documented and tracked in line with IRS requirements.

Commissioner Allen said he was not yet on board. He noted the policy would prevent employees from helping a stranded motorist with county tools, and he was still investigating insurance questions. Chair Motley and Commissioner Beerbower raised concerns about insurance, workers' compensation and liability, and wanted to treat employees fairly. Beerbower said he would contact KCAMP, and that the IRS was unlikely to concern itself with minimal use. Milburn-Kee reported that KCAMP had told her personal use would not be covered. Her motion to adopt the policy received no second. The Chair stated the item would be tabled for one week for further research, and Commissioner Allen agreed.

New Business

108 W. 2nd Street

Commissioner Milburn-Kee left the room. Diane Tucker of Stewart Realty answered questions.

Commissioner Beerbower said the proposed closing (about October 30) would occur while the district court was temporarily operating in the building during the elevator project, expected to last until about November 20. He was concerned that the buyer's roof and electrical work could disrupt virtual proceedings and court security. Tucker said the buyer was reasonable, intended to accommodate the court, and needed a new roof soon. She said the title company needed the signed contract by the next day to close Friday. Commissioner Allen said he believed the buyer would accommodate the court.

Tucker agreed to contact the buyer. Because the Commission could not approve the contract contingently, it scheduled a special meeting for noon the following day, October 27. No action was taken.

Grant Opportunity - Milburn

Commissioner Milburn-Kee reported that she had found a grant that could help pay for the recent testing and Milburn had confirmed with KCAMP that the asbestos testing qualified for its risk avoidance grant.

> Motion to authorize Motley to sign the grant application for reimbursement of $2,000 of the asbestos testing costs was made by Commissioner Milburn-Kee and seconded by Commissioner Allen. The motion carried.

Transportation letter of support - Casey brown- milburn

Casey Brown, community engagement coordinator, and Scott Christianson of CCAP presented an update on Bourbon County General Public Transportation. The service runs Monday, Wednesday and Friday and has operated since 2023. Ridership was 1,023 in 2024 and 1,117 in 2025, and 1,236 is projected for 2026. They requested a letter of support for their Section 5311 grant, due late November. The letter will be prepared on county letterhead.

> Motion to sign a letter of support for CCAP transportation was made by Commissioner Beerbower and seconded . The motion carried with no opposition.

Transportation Letter of support - Becky Gray -Milburn

Becky Gray of Building Health Inc., with transportation manager Reagan Gearan, presented on Care Van. The KDOT grant funds 70 percent of operating costs, and the 30 percent local share is largely met through non-emergency medical transportation billing. She reported about 4,400 rides in Bourbon County over the past program year, with about 400 additional requests unfulfilled. Grant applications are due November 18.

> Motion to approve signing a letter of support for Care Van was made and seconded. The motion carried with no opposition.

Benefit Contribution Review - Milburn

Commissioner Milburn-Kee noted that the existing benefits committee resolution had not been repealed. The Chair said the new proposal was still preliminary, and the item was tabled to an undetermined date.

Kansas Association of Counties Membership - Motley

Commissioner Motley sought the Commission's views on renewing membership. Commissioners described the organization's training as valuable.

Motion to join the Kansas Association of Counties was made by Commissioner Beerbower and seconded . The motion carried with no opposition.

g. Executive Session K.S.A. 75-4319 (b)(1)

Executive Sessions

Commissioner __Milburn__ motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for __5__ minutes to discuss matters of __to discuss the performance of individual non-elected personnel__Specifically dealing with _ performance_. Included in the executive session will be the __4 commissioners__, We will recess to the executive session room(office at the back of the hall)at _6:55pm__ and return to the commission room at _7pm__. Motion was seconded by Commissioner _Beerbower_ and the motion carried with no opposition_.

Commissioner _Milburn kee__ motioned to return to normal session at _7pm__. _no action. Motion was seconded by _Commissioner Motley__ and the motion carried with no opposition.

Commission Comments

Commissioner Allen thanked county employees who stopped to help a stranded motorist the previous week. Commissioners Milburn-Kee and Beerbower had no comments.

Future Agenda Topics

Commissioner Allen asked that the auction be returned to Old Business. A roller at the landfill was not listed, and some items, including toilets, did not sell and may be relisted. Commissioner Beerbower asked to add discussion of a purchasing policy to ensure local vendors are treated fairly. The asbestos abatement RFP and the tabled personal-use policy were also slated for next week.

Adjournment

Motion to adjourn carried with no opposition, and the meeting was adjourned.

_____ Chairman

_____ Commissioner

_____ Commissioner

_____ Commissioner

_____ Commissioner

_____ ATTEST:

County Clerk

Selection Criteria: Vendor =
Bank =
Batch =
Due Date = 10/30/2026
Invoice Date =

Open Invoices By Department Summary

Bourbon County

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 00 Non-Departmental					
Fund: 052 COUNTY TREASURER MOTOR FUND					
2260		BILLIARD-HAMMER-HARTMAN, INS	NOTARIES	CONTRACTUAL SERVICES	$197.00
58012		SEKAN PRINTING COMPANY INC.	MOTOR VEHICLE DEPARTMENT ENVELOPES	OFFICE SUPPLIES	$1,700.00
Fund: 052 - COUNTY TREASURER MOTOR FUND Invoice Count and Total:				**2**	**$1,897.00**
Fund: 060 DIVERSION APPLICATION FEE FUND					
110443		ADVANTAGE COMPUTER ENTERPRISES	WEB DESIGN ANNUAL SUPPORT	ATTY DIVERSION FEE CONTRACTUAL	$499.00
Fund: 060 - DIVERSION APPLICATION FEE FUND Invoice Count and Total:				**1**	**$499.00**
Fund: 064 EMPLOYEE BENEFIT					
024313747		BLUE CROSS/BLUE SHIELD OF KANS	NOVEMBER 2026 MEDICAL & DENTAL	BENEFIT HEALTH INSURANCE	$101,099.03
ASSURITY LIFE INS-21&22		ASSURITY LIFE INSURANCE COMPANY	EE VOLUNTARY 9.25.26 & 10.27.26	Payroll Clearing Account	$2,856.05
Fund: 064 - EMPLOYEE BENEFIT Invoice Count and Total:				**2**	**$103,955.08**
Fund: 097 SPECIAL LAW ENFORCEMENT					
102026		KIWANIS	Chili Feed	CONTRACTUAL SERVICES	$100.00
Fund: 097 - SPECIAL LAW ENFORCEMENT Invoice Count and Total:				**1**	**$100.00**
Fund: 108 LANDFILL					
32663		ALLEN COUNTY PUBLIC WORKS	MSW 10/15 - 10/21/2026	LANDFILL CONTRACTUAL SVCS	$7,288.19
38691		JUDY'S FUEL & OIL CO, LLC	DYED DIESEL 617 GAL @ $5.54 LANDFILL	LANDFILL COMMODITIES	$3,418.18
4143		UNITED TIRE RECYCLERS	SCRAP TIRES 5.82 TONS @ $185.00	LANDFILL CONTRACTUAL SVCS	$1,076.70
6156023298		VERIZON WIRELESS	ACCT #00003 PHONES	LANDFILL CONTRACTUAL SVCS	$24.39
PS210156030		FOLEY EQUIPMENT CO.	BLADE/BOLTS/NUTS #21	LANDFILL COMMODITIES	$335.12

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 00 Non-Departmental					
Fund: 108 LANDFILL					
			Fund: 108 - LANDFILL Invoice Count and Total:	**5**	**$12,142.58**
Fund: 120 COUNTY SHERIFF/CORRECTIONAL					
0000007317		FLOWERS BY LEANNA	Demko Service	SHERIFF COMMODITIES	$44.00
021975		A.L.E.R.T.	Radar maintenance and training	SHERIFF CONTRACTUAL	$945.00
1074669		FORT SCOTT TRIBUNE	employment ad	SEKRCC CONTRACTUAL	$425.60
113892		ADVANTAGE COMPUTER ENTERPRISES	4	SEKRCC COMMODITIES	$7,213.92
113892		ADVANTAGE COMPUTER ENTERPRISES	8	SHERIFF COMMODITIES	$14,427.88
202616		KA-COMM, INC	vehicle repair 5691	SHERIFF CONTRACTUAL	$440.10
202684		KA-COMM, INC	remove equipment	SHERIFF CONTRACTUAL	$326.00
43011		PHOENIX SUPPLY, LLC	supplies	SEKRCC COMMODITIES	$369.00
43062		PHOENIX SUPPLY, LLC	supplies	SEKRCC COMMODITIES	$962.20
756029		BROWN'S SEPTIC TANK CLEANING	clean solid waste tank	SEKRCC CONTRACTUAL	$75.00
8139		MIDLAND STEEL ERECTION,LLC	jail handrail repair	SEKRCC CONTRACTUAL	$7,100.00
INV44860		RJ KOOL COMPANY	service call	SEKRCC CONTRACTUAL	$426.95
			Fund: 120 - COUNTY SHERIFF/CORRECTIONAL Invoice Count and Total:	**12**	**$32,755.65**
Fund: 200 NOXIOUS WEED					
28458		HEARTLAND PROPANE	PROPANE REFILL	NOXIOUS WEED CONTRACTUAL SVCS	$198.35
289605		MAYCO ACE HARDWARE	WOOD SCREWS/SCREWDRIVER SOCKET ADAPTER/CORDLESS TOOL KIT	NOXIOUS WEED COMMODITIES	$301.85
6156023298		VERIZON WIRELESS	ACCT #00003 PHONES	NOXIOUS WEED CONTRACTUAL SVCS	$46.58
95729		VAN DIEST SUPPLY COMPANY	TANK CLEANER/ARCTIC SHIELD	NOXIOUS WEED COMMODITIES	$675.36
			Fund: 200 - NOXIOUS WEED Invoice Count and Total:	**4**	**$1,222.14**
Fund: 220 ROAD AND BRIDGE					

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 00 Non-Departmental					
Fund: 220 ROAD AND BRIDGE					
01-230390		R & R EQUIPMENT COMPANY	BLADES #197	ROAD & BRIDGE COMMODITIES	$68.49
01-230527		R & R EQUIPMENT COMPANY	BLADES/BOLT #197	ROAD & BRIDGE COMMODITIES	$99.71
0198-426029		O'REILLY AUTO PARTS	OIL/AIR/FUEL FILTERS #110	ROAD & BRIDGE COMMODITIES	$96.71
0198-426030		O'REILLY AUTO PARTS	OIL FILTER/OIL #3	ROAD & BRIDGE COMMODITIES	$83.43
0198-426313		O'REILLY AUTO PARTS	PIGTAIL RETURN	ROAD & BRIDGE COMMODITIES	($3.91)
0198-426659		O'REILLY AUTO PARTS	GREASE #35	ROAD & BRIDGE COMMODITIES	$109.90
09P71743		TRI-STATE TRUCK CENTER, INC	THERMOSTAT #152	ROAD & BRIDGE COMMODITIES	$36.50
09P71822		TRI-STATE TRUCK CENTER, INC	PRESSURE CAP RETURN	ROAD & BRIDGE COMMODITIES	($42.88)
09P72012		TRI-STATE TRUCK CENTER, INC	OIL FILTER KIT	ROAD & BRIDGE COMMODITIES	$59.71
1002402207		PRAIRIELAND PARTNERS, INC.	CAP #198	ROAD & BRIDGE COMMODITIES	$29.78
1P4X-M4KK-7P74		AMAZON CAPITAL SERVICES	HIGHLIGHTERS/STAPLES	ROAD & BRIDGE COMMODITIES	$25.70
227527		COASTAL ENERGY CORPORATION	MC30 2,851 GAL @ $3.75	ROAD & BRIDGE COMMODITIES	$10,691.25
23738		CIRCLE W SUPPLIES	BOLTS/NUTS	ROAD & BRIDGE COMMODITIES	$39.67
2770145		MURPHY TRACTOR & EQUIPMENT CO	TENSIONING BEARING #207	ROAD & BRIDGE COMMODITIES	$64.56
38672		JUDY'S FUEL & OIL CO, LLC	GAS 329 GAL @ $3.87/DYED DIESEL 333 GAL @ $5.54/CLEAR DIESEL 773 GAL @ $5.80 COUNTY BARN	ROAD & BRIDGE COMMODITIES	$7,601.45
38676		JUDY'S FUEL & OIL CO, LLC	DYED DIESEL 258 GAL @ $5.39 MAPLETON TANK	ROAD & BRIDGE COMMODITIES	$1,390.62
38727		JUDY'S FUEL & OIL CO, LLC	DYED DIESEL 278 GAL @ $5.59 MAPLETON TANK	ROAD & BRIDGE COMMODITIES	$1,554.02
38728		JUDY'S FUEL & OIL CO, LLC	GAS 581 GAL @ $3.75/DYED DIESEL 516 GAL @ $5.52/CLEAR DIESEL 1015 GAL @ $5.78 COUNTY BARN	ROAD & BRIDGE COMMODITIES	$10,893.77
5437		COMMUNITY HEALTH CENTER OF SE KS INC	PRE-EMPLOYMENT DRUG SCREEN	ROAD & BRIDGE CONTRACTUAL SVC	$20.00
59577		K & K AUTO PARTS INC.	GREASE #192	ROAD & BRIDGE COMMODITIES	$4.23
59709		K & K AUTO PARTS INC.	ABSORBENT	ROAD & BRIDGE COMMODITIES	$27.90

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 00 Non-Departmental					
Fund: 220 ROAD AND BRIDGE					
6156023298		VERIZON WIRELESS	ACCT #00003 PHONES	ELM CREEK CONTRACTUAL	$46.58
6156023298		VERIZON WIRELESS	ACCT #00003 PHONES	ROAD & BRIDGE CONTRACTUAL SVC	$402.65
73432		JUDY'S IRON & METAL, INC.	BALL VALVE	ROAD & BRIDGE COMMODITIES	$8.57
92257179		HAMPEL OIL DISTRIBUTORS, INC	DIESEL EXHAUST FLUID	ROAD & BRIDGE COMMODITIES	$231.43
D814667		MARMIC FIRE AND SAFETY CO.	FIRE EXTINGUISHER ANNUAL INSPECTION	ROAD & BRIDGE CONTRACTUAL SVC	$1,655.19
SS310057946		FOLEY EQUIPMENT CO.	POWER BY THE HOUR 9/24 - 10/23/26 #52	ROAD & BRIDGE CONTRACTUAL SVC	$336.44
SS310057963		FOLEY EQUIPMENT CO.	POWER BY THE HOUR 9/24 - 10/26/26 #35	ROAD & BRIDGE CONTRACTUAL SVC	$545.34
SS310057993		FOLEY EQUIPMENT CO.	POWER BY THE HOUR 9/30 - 10/27/26 #14	ROAD & BRIDGE COMMODITIES	$567.69
			Fund: 220 - ROAD AND BRIDGE Invoice Count and Total:	**29**	**$36,644.50**
Fund: 222 ROAD & BRIDGE SALES TAX FUND					
01-230390		R & R EQUIPMENT COMPANY	BLADES #197	R&B SALES TAX COMMODITIES	$68.49
01-230527		R & R EQUIPMENT COMPANY	BLADES/BOLT #197	R&B SALES TAX COMMODITIES	$99.70
0198-426029		O'REILLY AUTO PARTS	OIL/AIR/FUEL FILTERS #110	R&B SALES TAX COMMODITIES	$96.70
22601		KUNSHEK CHAT AND COAL CO INC	SAND AND HAUL 50.86 TONS @ $39.50	R&B SALES TAX CONTRACTUAL SVCS	$2,008.97
22623		KUNSHEK CHAT AND COAL CO INC	SAND AND HAUL 79.61 TONS @ $39.50	R&B SALES TAX CONTRACTUAL SVCS	$3,144.60
22656		KUNSHEK CHAT AND COAL CO INC	SAND AND HAUL 75.42 TONS @ $39.50	R&B SALES TAX CONTRACTUAL SVCS	$2,979.09
2769898		MURPHY TRACTOR & EQUIPMENT CO	RADIATOR #79	R&B SALES TAX COMMODITIES	$76.18
2770145		MURPHY TRACTOR & EQUIPMENT CO	TENSIONING BEARING #207	R&B SALES TAX COMMODITIES	$64.56
6156023298		VERIZON WIRELESS	ACCT #00003 PHONES	R&B SALES TAX CONTRACTUAL SVCS	$46.58
92257179		HAMPEL OIL DISTRIBUTORS, INC	DIESEL EXHAUST FLUID	R&B SALES TAX COMMODITIES	$231.43

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 00 Non-Departmental					
Fund: 222 ROAD & BRIDGE SALES TAX FUND					
D814667		MARMIC FIRE AND SAFETY CO.	FIRE EXTINGUISHER ANNUAL INSPECTION	R&B SALES TAX CONTRACTUAL SVCS	$1,655.19
PS210156074		FOLEY EQUIPMENT CO.	HARNESS ASSEMBLY #146	R&B SALES TAX COMMODITIES	$478.77
		Fund: 222 - ROAD & BRIDGE SALES TAX FUND Invoice Count and Total:		**12**	**$10,950.26**
Fund: 370 BOND SALES TAX - COUNTY JAIL					
12012026		LANDMARK NATIONAL BANK	equipment lease purchase	LEASE - PRINCIPAL	$3,399.87
12012026		LANDMARK NATIONAL BANK	equipment lease purchase	LEASE - INTEREST	$31.27
12052026		UNION STATE BANK	equipment lease purchase	LEASE - PRINCIPAL	$2,938.67
12052026		UNION STATE BANK	equipment lease purchase	LEASE - PRINCIPAL	$251.12
1484		NE SEAMLESS GUTTERS, ROOFING & MORE	EMERGENCY TARPING 108 W. 8TH	CONTRACTUAL SERVICES	$6,643.21
260233810100		OTIS ELEVATOR COMPANY	ELEVATOR PAYMENT ON CONTRACT	Prior Year Liabilities	$99,850.00
289673		MAYCO ACE HARDWARE	PAINT FOR COURT PROJECT	Jail Sales Tax Commodity	$68.58
		Fund: 370 - BOND SALES TAX - COUNTY JAIL Invoice Count and Total:		**7**	**$113,182.72**
		Dept: 00 - Non-Departmental Invoice Count and Total:		**75**	**$313,348.93**

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 01 COUNTY COMMISSION					
Fund: 001 GENERAL FUND					
10/08/26		GREGG MOTLEY	MILEAGE REIMBURSEMENT FOR SEKRPC MEETING IN CHANUTE	COMMISSION CONTRACTUAL SVCS	$69.92
6156023302		VERIZON WIRELESS	ACCT#00011 COMMISSIONERS WIRELESS SERVICE SEPT & OCT	COMMISSION CONTRACTUAL SVCS	$508.84
			Fund: 001 - GENERAL FUND Invoice Count and Total:	**2**	**$578.76**
			Dept: 01 - COUNTY COMMISSION Invoice Count and Total:	**2**	**$578.76**

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 02 COUNTY CLERK					
Fund: 001 GENERAL FUND					
6156047293		VERIZON WIRELESS	ACCT#00001 CLERK	CLERK CONTRACTUAL SVCS	$34.10
			Fund: 001 - GENERAL FUND Invoice Count and Total:	**1**	**$34.10**
			Dept: 02 - COUNTY CLERK Invoice Count and Total:	**1**	**$34.10**

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 04 COUNTY ATTORNEY					
Fund: 001 GENERAL FUND					
109811		ADVANTAGE COMPUTER ENTERPRISES	NETWORK/MAINFRAME LABOR	ATTORNEY CONTRACTUAL SVCS	$86.25
110978		ADVANTAGE COMPUTER ENTERPRISES	PC/PRINTER LABOR	ATTORNEY CONTRACTUAL SVCS	$42.50
111126		ADVANTAGE COMPUTER ENTERPRISES	PC/PRINTER LABOR	ATTORNEY CONTRACTUAL SVCS	$42.50
111501		ADVANTAGE COMPUTER ENTERPRISES	RETAINER CONTRACT NW & PC LABOR	ATTORNEY CONTRACTUAL SVCS	$37.50
111655		ADVANTAGE COMPUTER ENTERPRISES	PC/PRINTER LABOR	ATTORNEY CONTRACTUAL SVCS	$42.50
112256		ADVANTAGE COMPUTER ENTERPRISES	PC/PRINTER LABOR	ATTORNEY CONTRACTUAL SVCS	$42.50
158		LAW OFFICE OF BRANDON D. CAMERON	CINC APPEAL REPRESENTATION-LAS/LMS/GJH BB-2026-JC-000016/17/18	ATTORNEY CONTRACTUAL SVCS	$3,960.00
NOVEMBER 2026		MEEKS, JUSTIN	CONTRACTED ATTORNEY SERVICES-ASSISTANT COUNTY ATTORNEY	ATTORNEY CONTRACTUAL SVCS	$2,500.00
NOVEMBER 2026		CLIFFORD WAYNE LEE	CONTRACTED ATTORNEY SERVICES-ASSISTANT COUNTY ATTORNEY	ATTORNEY CONTRACTUAL SVCS	$3,500.00
NOVEMBER 2026		MATTHEW BONNER	CONTRACTED ATTORNEY SERVICES-ASSISTANT COUNTY ATTORNEY	ATTORNEY CONTRACTUAL SVCS	$3,500.00
			Fund: 001 - GENERAL FUND Invoice Count and Total:	**10**	**$13,753.75**
			Dept: 04 - COUNTY ATTORNEY Invoice Count and Total:	**10**	**$13,753.75**

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 10 DISTRICT COURT					
Fund: 001 GENERAL FUND					
10/05/26		COLVIN, JACKLYN	1 DAY @ 10.00, 26 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$28.85
10/05/26		FAIRCHILD, LANCE	1 DAY @10.00, 7 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$15.08
10/05/26		EMMONS, DEBRA	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		EDEN, DOUGLAS	1 DAY @10.00, 19 MILES@0.725	DISTRICT COURT CONTRACTUAL SVC	$23.78
10/05/26		DOWELL, DANIEL	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		ADAMSON, FRANKLIN	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		DICKEY, LEESA	1 DAY @10.00, 61 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$54.23
10/05/26		DENTON, STEPHANIE	1 DAY @10.00, 14 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$20.15
10/05/26		DARE, BRODI	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		COOK, KAREN	1 DAY @10.00, 8 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$15.80
10/05/26		HARCLERODE, SHARON	1 DAY @10.00, 44 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$41.90
10/05/26		CHIT, MARYSHALL	1 DAY @10.00; 7 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$15.08
10/05/26		BRYANT, ANDREA	1 DAY @ 10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		BROWN, LAURA	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		BOLTON-ANDERSON, MEREDITH	1 DAY @ 10.00; 8 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$15.80
10/05/26		BATH, DEBRA	1 DAY @ 10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 10 DISTRICT COURT					
Fund: 001 GENERAL FUND					
10/05/26		ANDERSON, AMANDA	1 DAY @ 10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		HARTMAN, SHERRI	1 DAY @10.00, 35 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$35.38
10/05/26		AIKIN, KENT	1 DAY @ 10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		OLIVAS, MIGUEL	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		KAREN REINBOLT	1 DAY @10.00, 5 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$13.63
10/05/26		DAVID BEERBOWER	1 DAY @ 10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		ALLEN, ROSALITA	1 DAY @ 10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		ROOD, KENNETH	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		YOUNG, TIMOTHY	1 DAY @10.00, 18 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$23.05
10/05/26		WALKER, RAYMOND	1 DAY @10.00, 26 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$28.85
10/05/26		SNYDER, MONICA	1 DAY @10.00, 27 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$29.58
10/05/26		SNYDER, JOHN	1 DAY @10.00, 25 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$28.13
10/05/26		SINN, JENNIFER	1 DAY @10.00, 18 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$23.05
10/05/26		SELVEY, EMILY	1 DAY @10.00, 3 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$12.18
10/05/26		RUBY, JILL	1 DAY @10.00, 8 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$15.80
10/05/26		MERRIMAN, VIRGINIA	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 10 DISTRICT COURT					
Fund: 001 GENERAL FUND					
10/05/26		ROSS, AUBRY	1 DAY @10.00, 15 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$20.88
10/05/26		HOENER, PHONDA	1 DAY @10.00, 47 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$44.08
10/05/26		RANES, VERNA	1 DAY @10.00, 57 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$51.33
10/05/26		PETRILLO, ROBERT	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		JANICE FEWINS	1 DAY @ 10.00, 21 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$25.23
10/05/26		NELSON, KELLY	1 DAY @10.00, 8 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$15.80
10/05/26		MCNEIL, DANICA	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		MCNEIL, CODY	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		LYONS, NATHANIEL	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/05/26		LAROCHE, JENNIFER	1 DAY @10.00, 18 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$23.05
10/05/26		HOWARD, CRISTY	1 DAY @10.00, 35 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$35.38
10/05/26		HOLLY, ETHAN	1 DAY @10.00, 13 MILES @0.725	DISTRICT COURT CONTRACTUAL SVC	$19.43
10/05/26		ROSS, ELIZABETH	1 DAY @10.00	DISTRICT COURT CONTRACTUAL SVC	$10.00
10/23/26		CENTRAL COURT PAYMENT PROCESSING CENTER	CT CAST ATTORNEY FOR BOURBON COUNTY RESIDENT	DISTRICT COURT CONTRACTUAL SVC	$75.00
10282026TJ		BASELEY LAW OFFICE LLC	MISD/TR/JO CONTRACT	DISTRICT COURT CONTRACTUAL SVC	$2,100.00
1128		VILLAMARIA LAW	CONFLICT CINC ATTORNEY	DISTRICT COURT CONTRACTUAL SVC	$2,103.00

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 10 DISTRICT COURT					
Fund: 001 GENERAL FUND					
113595		ADVANTAGE COMPUTER ENTERPRISES	NEW COMPUTER BUILD AND INSTALL CR-C PARTIAL CREDIT APPLIED TO INVOICE	DISTRICT COURT CONTRACTUAL SVC	$688.00
KS-BOURBON-2026		ZCONNECT.IO	ZCONNECT RENEWAL FOR ZOOM COURT	DISTRICT COURT CONTRACTUAL SVC	$480.00
NOVEMBER 2026		DOMONEY & DOMONEY	CINC CONTRACT	DISTRICT COURT CONTRACTUAL SVC	$2,000.00
NOVEMBER 2026		BASELEY LAW OFFICE LLC	CINC CONTRACT	DISTRICT COURT CONTRACTUAL SVC	$1,900.00
NOVEMBER2026		GILBERT ERNEST GREGORY	NOVEMBER CINC,CT/DM AND MISD/TR/JO CONTRACT	DISTRICT COURT CONTRACTUAL SVC	$4,600.00
			Fund: 001 - GENERAL FUND Invoice Count and Total:	**53**	**$14,811.50**
			Dept: 10 - DISTRICT COURT Invoice Count and Total:	**53**	**$14,811.50**

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 24 AMBULANCE SERVICE					
Fund: 375 AMBULANCE SERVICE					
0198-426411		O'REILLY AUTO PARTS	FUEL FILTER	VEHICLE MAINTENANCE	$69.92
1220044729		POMP'S TIRE SERVICE, INC	4 TIRES EMS 1	VEHICLE MAINTENANCE	$601.88
399113		KIRKLAND WELDING SUPPLIES, INC	OXYGEN	OXYGEN	$40.00
5522427		MORRIS & DICKSON CO. LLC	MEDICATION	MEDICATION	$195.38
6155493461		VERIZON WIRELESS	ACCT#00007 EMS PHONE SERVICE & WIFI	TELEPHONE EXPENSES	$40.04
6156023300		VERIZON WIRELESS	ACCT#00007 EMS PHONE SERVICE & WIFI	TELEPHONE EXPENSES	$288.82
D557300		MARMIC FIRE AND SAFETY CO.	EXTINGUISHER SERVICE CALL	BUILDING MAINTENANCE	$117.00
			Fund: 375 - AMBULANCE SERVICE Invoice Count and Total:	**7**	**$1,353.04**
			Dept: 24 - AMBULANCE SERVICE Invoice Count and Total:	**7**	**$1,353.04**

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 30 NOXIOUS WEED					
Fund: 200 NOXIOUS WEED					
95728		VAN DIEST SUPPLY COMPANY	RANGER PRO	CHEMICALS	$2,831.40
			Fund: 200 - NOXIOUS WEED Invoice Count and Total:	**1**	**$2,831.40**
			Dept: 30 - NOXIOUS WEED Invoice Count and Total:	**1**	**$2,831.40**

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
Dept: 43 COURTHOUSE GENERAL					
Fund: 001 GENERAL FUND					
4275615756		CINTAS CORPORATION LOC. 459	MATS,CLEANING SUPPLIES	COMMODITIES	$575.45
605690		OFFICE OF THE STATE FIRE MARSHALL	BOILER INSPECTION	CONTRACTUAL SERVICES	$60.00
		Fund: 001 - GENERAL FUND Invoice Count and Total:		**2**	**$635.45**
		Dept: 43 - COURTHOUSE GENERAL Invoice Count and Total:		**2**	**$635.45**

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt

Invoice Count by Dept: 151 **Grand Total: $347,346.93**

Open Invoices - Dept/Fund. Totals

Dept	Fund		Amount
00	**Non-Departmental**		
	052	COUNTY TREASURER MOTOR FUN	$1,897.00
	060	DIVERSION APPLICATION FEE FUN	$499.00
	064	EMPLOYEE BENEFIT	$103,955.08
	097	SPECIAL LAW ENFORCEMENT	$100.00
	108	LANDFILL	$12,142.58
	120	COUNTY SHERIFF/CORRECTIONAL	$32,755.65
	200	NOXIOUS WEED	$1,222.14
	220	ROAD AND BRIDGE	$36,644.50
	222	ROAD & BRIDGE SALES TAX FUND	$10,950.26
	370	BOND SALES TAX - COUNTY JAIL	$113,182.72
			$313,348.93
01	**COUNTY COMMISSION**		
	001	GENERAL FUND	$578.76
			$578.76
02	**COUNTY CLERK**		
	001	GENERAL FUND	$34.10
			$34.10
04	**COUNTY ATTORNEY**		
	001	GENERAL FUND	$13,753.75

Invoice	PO	Vendor Name	Purchase Description	Account Charged	Invoice Amt
				$13,753.75	
10		**DISTRICT COURT**			
		001 GENERAL FUND		$14,811.50	
				$14,811.50	
24		**AMBULANCE SERVICE**			
		375 AMBULANCE SERVICE		$1,353.04	
				$1,353.04	
30		**NOXIOUS WEED**			
		200 NOXIOUS WEED		$2,831.40	
				$2,831.40	
43		**COURTHOUSE GENERAL**			
		001 GENERAL FUND		$635.45	
				$635.45	
			Grand Total:	**$347,346.93**	

RECEIPT

10/30/2026

Bourbon County

County Treasurer: Jennifer Hawkins

Date:	10/30/2026	Paid By:	SECURITY 1ST TITLE
Station:	1	Description:	108 W. 2ND ST
Cashier:	16	System:	Cash Receipting
Receipt:	45711	Reference:	108 W. 2ND ST

Payment Method:

Cash:	$0.00		
Checks:	$120,390.36		
Credit Card:	$0.00		
Wire:	$0.00	Wire No.:	
Amount Tendered:	$120,390.36	Card Type:	Account Number:
Change Returned:	$0.00		Expiration Date:
Total Paid:	$120,390.36		

Check No.	Name	Amount
588466	SECURITY 1ST TITLE	$120,390.36

Receipt	Trans. Code	Fund	Ledger	Description	Operator	Amount
45711	GenRct	(001)GENERAL FUND		Cash	D	$120,390.36
45711	GenRct	(001)GENERAL FUND		REAL ESTATE PROCEEDS	C	$120,390.36

Jennifer

Signature

To: Bourbon County Commissioners
From: Diann Tucker
Re: Follow-Up on Offer for 108 W. 2nd Street

Commissioners,

Following our discussion last night regarding the offer on 108 W. 2nd Street, I wanted to share additional information from Jared.

Jared watched the meeting last night and understands the importance of keeping the courts operating with as little disruption as possible. He is happy to work directly with the District Court Clerk to coordinate construction around the court's schedule and has offered not to perform work during virtual court sessions. His biggest concern is addressing the roof, but he is willing to coordinate that work around the court's schedule. Jared is committed to work with the court system, not create unnecessary interruptions or interfere with the county's existing arrangements.

Jared has a tenant who needs space as soon as possible due to the upcoming closure of the Fort Scott Professional Building, his tenant would be comfortable temporarily occupying offices in the back that are not in use or occupied by the court.. This arrangement would allow the tenant to use the west entrance rather than the main entrance, helping keep them separated from the court's operations. Construction workers would still need access to the front office space on the east side of the building, during times that would cause no disruption to the courts and their current agreement with Bourbon County Commission.

I understand the commission's concern honoring the agreement with the court and ensuring their work is not disrupted. I believe Jared's willingness to coordinate with the District Court Clerk and adjust his construction schedule shows that he also understands and respects this. Jared needs to move forward with improvements and make necessary improvements to ensure no further damage to the building and understands working around the court's needs.

This is a tremendous opportunity for Bourbon County. We have a buyer willing to purchase the building as-is and invest approximately $140,000 of his own money into improvements.

Thank you,

Diann Tucker

Bourbon County Agenda Citizen Attendance

Please sign in so we know who is attending our meetings and how you can be reached if we need to followup.

Full Name - Please Print Clearly	Phone Number or email
CLINTON WALKER	
Anne Dare	
Stephanie Gerken	
Melissa Trim	
Patrick [illegible]	

. 26 **RESOLUTION**

On this 27th day of October, 2026, the Bourbon County Commissioners met and approved the sale of property located at 108 W. 2nd Street and 201 S. Crawford to The Alta Davis Educational Trust by Jared Leek, trustee, in the amount of $125,000.00, more particularly described as:

F15-Fort Scott lot 2 Blk 125 and F15-Fort Scott, lot 1 Blk 125, Bourbon County, Kansas

GREGG MOTLEY **is hereby authorized to sign all documents regarding this transaction on behalf of the Bourbon County Commissioners.**

County Clerk

COUNTY CLERK OF BOURBON COUNTY KANSAS

KANSAS CITY REGIONAL ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Bourbon County

PROPERTY: 108 W. 2nd St. & 201 S. Crawford St. Ft. Scott, kS

ESTIMATED CLOSING DATE: 10/30/2026

PRICE:	$ 125,000.00	$
LESS ITEMS TO BE PAID BY SELLER:		
1st Mortgage /Deed of Trust	$	$
2nd Mortgage/Deed of Trust	$	$
Other Encumbrance	$	$
1st Mtg. Interest Proration: From ____ to ____	$	$
2nd Mtg. Interest Proration: From ____ to ____	$	$
Tax Proration: From ____ to ____	$	$
Mortgage Prepayment Penalty	$	$
Title Insurance Policy	$ 461.00	$
Escrow Closing Fee	$ 213.00	$
Unpaid Assessments (if not assumed by buyer)	$	$
Broker's Compensation	$ 3,750.00	$
Other Compensation	$	$
Homes Association Dues	$	$
Release of Lien Fees	$	$
Other	$	$
POTENTIAL ADDITIONAL EXPENSES		
Buyer's Broker Compensation	$ 0.00	$
Buyer's Closing Costs Paid by SELLER	$	$
FHA/VA or Lender Discount Points	$	$
Home Warranty Fee	$	$
Inspection Related Repairs	$	$
Wood Destroying Insect Treatment	$	$
Other	$	$
Total to be paid at Closing	$ 4,424.00	$ 0.00
APPROXIMATE NET PROCEEDS	$ 120,576.00	$ 0.00

The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying lender of intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.

THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.

SELLER: _____
Bourbon County — Date

SELLER: _____
Date

By: DiannTucker
Licensee — Diann Tucker — Date

*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised June 2024. All previous versions of this document may no longer be valid. Copyright August 2026.

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KANSAS ASSOCIATION OF REALTORS®

COMMERCIAL REAL ESTATE CONTRACT

Document updated: April 2016

1. **PARTIES:** The parties to this Contract are: (Print Names)
   SELLER: Bourbon County
   BUYER: Alta Davis Educational Trust by Jared Leek, Trustee

2. **EFFECTIVE DATE OF THE CONTRACT:** The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. **AGREEMENT TO SELL AND PROPERTY ADDRESS:** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements on the Property (the "Property") commonly known as:
   STREET ADDRESS: 108 W. 2nd Street & 201 S. Crawford Street
   CITY: Fort Scott **COUNTY:** Bourbon **STATE:** KS **ZIP CODE:** 66701
   LEGAL DESCRIPTION:
   F15-FORT SCOTT, LOT 2 BLK 125 AND F15-FORT SCOTT, LOT 1 BLK 125

4. **PURCHASE PRICE OF THE PROPERTY:** BUYER agrees to purchase the Property from the SELLER in return for consideration in the manner as follows:
   A. **PURCHASE PRICE:** $ 125,000.00
   B. **EARNEST MONEY** (See Section 8): $
   C. **NEW MORTGAGE** (See Section 9): $
   D. **OTHER FUNDS:** $
   E. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of Closing, excluding adjustments and pro-rations, financing as set forth in the Contract or the attached financing addendum, closing costs and any pre-paid expenses (if any). Amount shall be in the form of Cash, Certified, Cashier's Check or wired funds on the date of Closing. $ 125,000.00

5. **CLOSING AND POSSESSION:**
   A. Closing shall be completed on or before October 30, 2026 (the "Closing Date"). SELLER shall deliver possession of the Property to the BUYER on or before October 30, 2026 (the "Possession Date").
   B. If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.
   C. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.
   D. ☐ BUYER ☐ SELLER ☒ BUYER and SELLER equally shall pay any closing agent fees.

6. **INCLUSIONS AND EXCLUSIONS FROM THE PROPERTY:**
   A. This Contract includes the real property described in this Contract, all existing improvements on the Property and any appurtenances, equipment or fixtures that are bolted, glued, nailed, screwed or otherwise permanently affixed to the real property or any existing improvements on the Property.
   B. The following items are also included in the sale and are considered to be a part of the Property under this Contract:
   C. The following items are not included in the sale and are specifically excluded from the Property under this Contract:

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D. BUYER and SELLER agree that this Contract shall be the sole determinant of the Property that is transferred pursuant to this Contract. BUYER and SELLER agree that the description of the Property in this Contract supersedes any descriptions of the Property found in the multiple listing service (MLS), Commercial Property Disclosure Statement and any other promotional materials used to market the Property.

7. PERSONAL PROPERTY: Personal property is ☐ included ☒ not included in the sale of the Property. If personal property is included, please specify below:

_____

_____

_____

_____

8. EARNEST MONEY:

A. BUYER agrees to deposit $ _____ as Earnest Money in the form of ☐ Cash ☐ Personal Check ☐ Money Order ☐ Cashier's Check ☐ Other _____ with _____ (the name of the earnest money holder) as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.

B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on the funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.

C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid for prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.

D. If either the BUYER or SELLER cancels this Contract as provided under one of the paragraphs concerning financing, inspections, liens or title evidence contained in this Contract, BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in this transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.

F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.

G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or the Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.

H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

9. ☐ NEW MORTGAGE FINANCING CONTINGENCY (SECTION MUST BE CHECKED IF APPLICABLE):

A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within _____ calendar days (15 if left blank) after the Effective Date of this Contract.

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108 W. 2nd Street

B. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within _____ calendar days (30 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the real estate licensee assisting the SELLER in writing and, if requested by the SELLER or the real estate licensee assisting the SELLER, provide satisfactory written evidence of rejection.

C. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.

10. CONDITION OF PROPERTY:

☐ This Contract shall be contingent upon the SELLER's completion of and the BUYER's signature on the Commercial Property Disclosure Statement (the "Statement"). In the event that the BUYER fails to sign and accept the Property with the defects disclosed in the Statement, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract. SELLER affirms that the information contained in the Statement is correct as of the Effective Date of this Contract.

☒ This Contract shall not be contingent upon the SELLER'S completion of and the BUYER'S signature on the Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the obligation to disclose all material facts actually known about the condition of the Property to the BUYER.

11. INTERIM MAINTENANCE OF PROPERTY AND UTILITIES:

A. Unless otherwise agreed in writing, SELLER agrees to leave all utilities on until the Possession Date. SELLER shall advise utility companies to read meters on the Possession Date for final billing purposes and to leave all utilities on until the BUYER takes possession under this Contract.

B. SELLER shall maintain the Property in its present condition through the Possession Date with the exclusion of reasonable wear and tear to the Property. SELLER agrees to perform ordinary and necessary maintenance, repair and upkeep to the Property until the Possession Date.

C. Unless otherwise agreed in writing, SELLER shall remove all of the SELLER'S possessions and all debris and trash from the Property and SELLER shall clean the Property prior to delivery of possession of the Property to the BUYER.

12. CASUALTY LOSS:

A. If the improvements on the Property are damaged or destroyed by fire or other casualty after the Effective Date of this Contract and prior to the Closing Date, SELLER shall notify the BUYER within _____ hours (24 if left blank) of such damage.

B. If the Property has been damaged or destroyed, SELLER shall repair the damage done and restore the Property to its current condition prior to the Closing Date. If the repair or restoration cannot be completed prior to the Closing Date, BUYER and SELLER shall agree in writing to one of the following options to complete the repair or restoration of the Property:
   (1) The Closing Date shall be extended until the completion of the repair or restoration of the Property;
   (2) BUYER shall agree to accept the Property "AS IS" in its damaged or destroyed condition and the SELLER shall assign and transfer all insurance deductibles and proceeds to the BUYER;
   (3) With the consent of the BUYER'S mortgage lender (if applicable), the SELLER shall place 150% of the estimated repair or restoration costs into escrow until the repair or restoration is completed and any funds remaining after full payment for the repair or restoration shall be remitted to the SELLER following the completion of the repair or restoration; or
   (4) If SELLER elects not to repair or replace the Property, the BUYER may cancel this Contract within _____ calendar days (ten if left blank) of the BUYER'S receipt of written notification of the damage. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

13. INSURANCE COVERAGE ON THE PROPERTY:

A. SELLER shall maintain current property insurance coverage on the Property until the Closing Date. If BUYER takes possession of the Property prior to the Closing Date, BUYER shall secure insurance coverage for the BUYER's personal property that is effective on or before the Possession Date.

B. At closing, the BUYER shall furnish the property insurance coverage necessary for the protection of the instrument holders and containing loss clauses in favor of the instrument holders as their interests may appear. If required and so specified, the property insurance coverage shall be held by the instrument holders or escrow agent until the lien is paid in full.

C. If required by the mortgage lender, BUYER agrees to purchase a flood insurance policy to insure the Property against flood damage.

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14. PAYMENT OF SPECIAL ASSESSMENTS AND TAXES:

A. SELLER represents and warrants that all of the special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER.

B. BUYER and SELLER agree that all of the special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by ☐ BUYER ☐ SELLER ☒ pro-rated between the BUYER and SELLER on the Closing Date.

C. If the amount of any special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER's warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.

D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, BUYER and SELLER shall agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.

E. BUYER acknowledges that the mill levy, classification, assessed valuation and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.

F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Commercial Property Disclosure Statement or the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

15. LIENS ON THE PROPERTY:

A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture or portion of the Property or item of personal property included in the sale of the Property under this Contract.

B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.

C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.

D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid liens, chattel mortgages, conditional sales contracts, financing statement or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

16. INSPECTIONS OF THE PROPERTY:

A. Subject to any inspections permitted by this Contract and the potential cancellation of the Contract due to the discovery of Unacceptable Conditions contained in this section, **BUYER AGREES TO PURCHASE AND ACCEPT THE PROPERTY IN ITS CURRENT CONDITION ONLY, WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.** This shall not be deemed to be a waiver or modification of any implied warranties that may exist.

B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed.

C. BUYER shall ☐ carefully inspect the Property ☒ waive the right to conduct due diligence and conduct or obtain inspections on the Property. BUYER agrees that the BUYER was given the right to conduct due diligence and conduct or obtain inspections on the Property and that any inspections not conducted or obtained were waived by the BUYER.

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D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, a qualified professional shall complete all of the inspections desired by the BUYER within _____ calendar days (15 if left blank) after the Effective Date of this Contract.

E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.

F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensee assisting the SELLER within _____ (20 if left blank) calendar days after the Effective Date of this Contract. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agree to provide all written inspection reports to all real estate licensees involved in this transaction.

G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed $ _____ (zero if left blank).

H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions. If the BUYER and SELLER cannot agree on the payment of the excess costs to remediate or repair the Unacceptable Conditions identified by the BUYER, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

I. BUYER agrees and acknowledges that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

_____

_____

_____

J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.

K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that, to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

17. ☐ **POTENTIAL FOR 1031 EXCHANGE** (SECTION MUST BE CHECKED IF APPLICABLE):

A. ☐ SELLER hereby states that it is SELLER'S intention to accomplish an I.R.C. §1031 Tax Deferred Exchange and the parties agree that SELLER may assign his or her rights under this Contract to a third party for the purpose of completing the exchange. BUYER agrees to accept performance from the third party, shall tender performance to the third party and shall cooperate with the SELLER and the third party in any manner necessary or desirable in order to effect the exchange, provided that the BUYER shall incur no additional expense or liability as a result of the exchange.

B. ☐ BUYER hereby states that it is BUYER'S intention to accomplish an I.R.C. §1031 Tax Deferred Exchange and the parties agree that BUYER may assign his or her rights under this Contract to a third party for the purpose of completing the exchange. SELLER agrees to accept performance from the third party, shall tender performance to the third party and shall cooperate with the BUYER and the third party in any manner necessary or desirable in order to effect the exchange, provided that the SELLER shall incur no additional expense or liability as a result of the exchange.

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18. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:

A. On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you, as the BUYER, desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at http://msc.fema.gov/, http://www.floodsmart.gov/ and other information may be available through local government planning and zoning offices.

B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

19. DELIVERY OF THE DEED:

A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.

B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.

C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

20. TITLE EVIDENCE:

A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the mortgage lender and the BUYER'S attorney (if any) as promptly as possible.

B. The title binder shall show marketable title vested in the SELLER, subject to the following:
   (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
   (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
   (3) Un-matured special assessments, zoning laws, ordinances and regulations;
   (4) Rights of tenants in possession;
   (5) Liens (if any) described herein; and
   (6) Those exceptions that are standard in the title company's Form B as specified therein.

C. [X] BUYER [ ] SELLER [ ] BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.

D. [ ] BUYER [ ] SELLER [X] BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.

E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S accrued loan costs, attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

21. NOTICES:

A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.

B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.

C. The notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

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22. DEFAULT AND REMEDIES:

A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:

(1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

(2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

23. CONTRACT BINDING ON ASSIGNS AND HEIRS: This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

24. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS: BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

25. BROKERAGE RELATIONSHIP DISCLOSURE:

A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER, agents of the SELLER or transaction brokers.

B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.

C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.

D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.

E. Listing Licensee is functioning as a: (Check the applicable function)

- [X] Seller's Agent;
- [ ] Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- [ ] Transaction Broker; or
- [ ] SELLER is unrepresented.

F. Selling Licensee is functioning as a: (Check the applicable function)

- [ ] Seller's Agent;
- [X] Buyer's Agent;
- [ ] Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- [ ] Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker);
- [ ] Transaction Broker; or
- [ ] BUYER is unrepresented.

Jared E. Leek, Owner/ Broker	**Diann Tucker**
Name of Real Estate Licensee Assisting BUYER	Name of Real Estate Licensee Assisting SELLER
Front Door Real Estate, Inc.	**Stewart Realty Co.**
Name of Brokerage Firm Assisting BUYER	Name of Brokerage Firm Assisting SELLER

26. SEVERABILITY: If any provision of this Contract, or any portion thereof, is rendered invalid by operation of law, judgment or court order, the remaining provisions or portions thereof shall remain valid and enforceable and be construed to remain in force.

27. GOVERNING PROVISIONS: The laws of Kansas shall govern this Contract and its validity, construction and performance.

BUYER'S INITIALS (Initial) JL _____ _____
SELLER'S INITIALS _____ _____

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28. ENTIRE AGREEMENT OF THE PARTIES: This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract nor any interest herein shall be assigned or transferred by any party without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any responsibilities or obligations under this Contract.

29. ☐ MEDIATION REQUIRED: (Section must be checked if applicable): BUYER and SELLER agree that any dispute or claim of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.

30. ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT: BUYER and SELLER acknowledge and certify that they have received, read and understood a copy of this Contract.

31. ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS: BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.

32. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This Contract has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.

33. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

Buyer Representation

The Trustee of the Buyer is Jared Leek, who holds and maintains an active Kansas Real Estate Broker's License and is representing the Buyer in this transaction.

Property Description

This contract includes two properties located in Fort Scott, Kansas: The office building at 108W. 2nd Street and the vacant lot at 201 S. Crawford Street, both in Fort Scott, Kansas.

Condition of Property

The Buyer accepts both properties in their current condition.

Closing and Possession

Time is of the essence due to the need for renovations for a new tenant and to preserve the structural integrity of the building given the current roof damage.

Buyer requests closing and partial possession of the building to occur on or before October 30, 2026.

Buyer agrees to allow the Seller continued possession of a portion of the building for use by the Bourbon County Courtroom and Offices while the elevator at the Bourbon County Courthouse is being repaired.

The Seller's extended possession shall not exceed November 25, 2026, unless written permission is granted by the Buyer.

Buyer shall have permission to begin renovations and maintenance immediately upon closing.

Repair Estimate

Buyer has provided an estimate of necessary repairs for the Seller's review.

Remaining Terms

All other terms and conditions of the contract shall remain unchanged.

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CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Signed by:
Jared Leek
10/21/2026 | 1:53 PM PDT

BUYER'S SIGNATURE DATE Alta Davis Educational Trust by Jared Leek,	SELLER'S SIGNATURE DATE Bourbon County
BUYER'S SIGNATURE DATE	SELLER'S SIGNATURE DATE
604 Tiffany Lane BUYER'S MAILING ADDRESS	201 S. National Ave. SELLER'S MAILING ADDRESS
Fort Scott, KS 66701 BUYER'S CITY, STATE AND ZIP CODE	Fort Scott, KS 66701 SELLER'S CITY, STATE AND ZIP CODE
(620)224-9787 BUYER'S CONTACT TELEPHONE NUMBER	(620)223-3800 SELLER'S CONTACT TELEPHONE NUMBER
jared@myfdre.com BUYER'S EMAIL ADDRESS	SELLER'S EMAIL ADDRESS

For identification purposes only: (Please print or type)

KREC File #: _____

Agent Name: **Jared E. Leek, Owner/ Broker** Agent Name: **Diann Tucker**

Firm Name: **Front Door Real Estate, Inc.** Firm Name: **Stewart Realty Co.**

FORM CERTIFICATION: *(to be completed by the agent preparing this Contract)*

The undersigned agent assisted in completing the blanks in the foregoing form and confirms, to the best of his or her knowledge, that the printed form contains the language approved by the legal counsel for the Kansas Association of REALTORS®. The undersigned agent further confirms that no additions or deletions to the approved language have been made, except such changes as may appear in this form made by hand or typewriter and signed or initialed by the party submitting this offer. Agent's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the agent's knowledge, no changes have been made to the approved form.

DocuSigned by:
Jared E. Leek, Owner/ Broker (Initial the applicable box) _____ Listing agent JELOB Selling agent
Signature of the real estate licensee preparing this form
Jared E. Leek, Owner/Broker

BUYER'S INITIALS JL _____ _____
SELLER'S INITIALS _____ _____

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KANSAS CITY REGIONAL ASSOCIATION OF REALTORS®

IN ITS PRESENT CONDITION ADDENDUM

SELLER: Bourbon County

BUYER: Alta Davis Educational Trust

PROPERTY: 208 W. 2nd St. & 201 S. Crawford St., Fort Scott, KS

This addendum modifies the Inspections section of the Contract. The Property is being sold in its present condition, which includes all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no warranty, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose.

☐ 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract.
SELLER will make no repairs and/or treatments.
BUYER will have the right to cancel the Contract, during the Inspection Period, if the results of the inspections are unsatisfactory.
BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the inspection provisions in the Contract.

☐ 2. BUYER is entitled to conduct inspections for informational purposes ONLY.
SELLER will make no repairs and/or treatments.
BUYER waives any right to cancel the Contract pursuant to the inspection provisions in the Contract.
BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the inspection provisions in the Contract.

☒ 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract.
SELLER will make no repairs and/or treatments.
BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.

It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.

BUYER is advised that various professional inspection are available and advisable. BUYER's waiver of any right to inspection is the BUYER'S decision alone. All Parties indemnify and hold harmless SELLER, BROKER, and BROKER'S affiliated licensees, agents and employees from any liability or obligation resulting from or in connection with this decision.

SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract.

SELLER	Bourbon County	**DATE**	**BUYER**	Alta Davis Educational Trust	**DATE**
SELLER		**DATE**	**BUYER**	by Jared Leek, Trustee	**DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised August 2022. All previous versions of this document may no longer be valid. Copyright January 2026.

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Security 1st Title

WIRE FRAUD ALERT

CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
   - Wire instructions will be given verbally over the phone or sent securely via secured email.
   - The customer needs to verify our phone number at trusted source like our website, security1st.com
   - Before sending funds, they need to call the verified office numbers to verify the wire instructions.

NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Bourbon County
~~Buyer~~ / Seller Name

Buyer / Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complain Center: http://www.ic3.gov

KANSAS CITY REGIONAL ASSOCIATION OF REALTORS®

CYBER PROTECTION NOTICE

Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. These sophisticated criminals could:

a. Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.

b. They can even send you emails that appear to be from your agent, your closer or another trusted source.

If you receive wiring instructions, even if it appears legitimate, do not send any money to that account. Always call to verify such instructions.

Always contact the closer directly before any money is wired. To ensure it's the closing company:

a. Do not use a phone number or other contact information from an email.

b. Use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.

I acknowledge the above information:

BUYER/SELLER	**DATE**	**BUYER/SELLER**	**DATE**

Bourbon County

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2026.

BUILTWELL
CONSULTING LLC

Budget-Level Repair Estimate

Project	Commercial Building Acquisition – Minimum Repairs to Make Leasable
Location	County Building (address to be confirmed) – 3,352 SF
Prepared By	Patrick J. Wood | Builtwell Consulting LLC
Prepared For	Jared Leek
Estimate Date	October 21, 2026
Estimate Type	Budget-Level Estimate for Purchase Decision

1. Project Overview

Jared Leek is evaluating the purchase of a 3,352 SF commercial building with the intent to repair and lease it. The building has an active flat-roof leak, and ServiceMaster is currently on site drying the interior. At Jared's request, Builtwell Consulting LLC has prepared this budget-level estimate of the minimum work needed to make the property leasable, to support the purchase decision.

This estimate is based on a verbal description of conditions and the building's square footage only. No field measurements, plans, moisture mapping, or contractor bids have been obtained. Pricing reflects current local commercial rates and should be treated as a planning budget.

2. Scope Basis

- Roof: Replace the existing TPO (one layer, fully adhered) with a new 60 mil fully adhered TPO system and 20-year manufacturer warranty. Wood deck. No RTUs or scuppers; a few vents to flash.
- Insulation and substrate: Assume 20% of roof insulation (2 layers of 2" polyiso) and wood substrate requires replacement.
- Gutters: Replace clogged gutters and downspouts with 6" K-style (about 250 LF); roof drains directly into the gutter.
- Interior: Replace 2x2 suspended ceiling (8' height) and R38 batt insulation throughout; paint interior partition walls (mostly 10x12 offices; perimeter walls are exposed brick and are not painted).
- Lighting: Replace with 80 new LED troffers.
- Flooring: Replace 50% of existing flooring with carpet tile.
- HVAC: Replace one of three split-system furnace/AC units, like-for-like.

3. Estimated Budget

Code	Description	Basis / Assumption	Estimated Cost
010-000	General Conditions	Temporary facilities, supervision, site logistics	$3,000.00

Code	Description	Basis / Assumption	Estimated Cost
020-000	TPO Roof Replacement	60 mil fully adhered, 20-yr warranty; tear-off of 1 layer, cover board, flashings, vents, edge metal (~3,400 SF @ $10/SF)	$34,000.00
020-100	Insulation & Wood Substrate (20%)	~680 SF of 4" polyiso (2 layers of 2") and wood deck @ $10/SF	$6,800.00
030-000	Gutters & Downspouts	~250 LF of 6" K-style @ ~$14/LF, 6 downspouts, removal of existing	$5,000.00
040-000	Suspended Ceiling	2x2 grid and tile, 8' height, 3,352 SF, demo and new @ ~$5.25/SF	$17,500.00
040-100	R38 Batt Insulation	Remove/dispose of old, install new, ~$2.40/SF	$8,000.00
050-000	Interior Paint	~450 LF partition walls, both sides, 8' high, 2 coats; exposed brick perimeter excluded	$9,000.00
060-000	LED Troffers	80 fixtures, supply and install @ ~$175 each	$14,000.00
070-000	Carpet Tile (50% Replacement)	~1,676 SF with removal and floor prep @ ~$6.25/SF	$10,500.00
080-000	HVAC – 1 Split System	Like-for-like replacement, assumed ~3 ton gas furnace and AC, line set, pad, startup	$10,500.00
090-000	Dumpsters & Final Clean		$3,000.00
		Subtotal	**$121,300.00**
		Construction Management Fee (10%)	**$12,130.00**
		Contingency (10%)	**$12,130.00**
		TOTAL BUDGET (≈ $43.42/SF)	**$145,560.00**

** All figures are estimates in U.S. dollars. Final costs will depend on field verification and contractor bids.*

Realistic range: $125,000 to $170,000. The low end assumes the wet area stays at 20% and the HVAC unit is simple. The high end assumes more wet insulation, a larger replacement unit, and some code upgrades.

4. Key Risks & Variables

- **Wet insulation and deck:** The 20% assumption is the largest swing. Each additional 10% of insulation and deck replaced adds about $3,400. Request ServiceMaster's moisture mapping or an infrared roof scan before closing.
- **Possible mold:** Prolonged roof leaks and wet batts make mold a real possibility. Mold is not included in this estimate. Testing typically runs $500 to $1,500; remediation, if required, could range from a few thousand dollars to $15,000 or more depending on spread. Recommend testing during due diligence; results may support a price negotiation.
- **Carpet tile:** Matching existing tile with new may be difficult. Replacing 100% of the carpet would add about $9,000 to $10,000.
- **Wall and ceiling damage:** No drywall repair beyond painting is assumed. Water-damaged partitions would add cost.
- **Roof structure:** If the wood deck or framing is deteriorated beyond the 20% assumption, costs rise quickly. Recommend probing the deck prior to purchase.

- **HVAC:** A ~3 ton unit is assumed. Larger tonnage or duct/curb corrections would increase cost.

5. Exclusions

- Permits and fees
- Mold testing and remediation
- ServiceMaster drying and mitigation costs
- Electrical or code upgrades required by the city at change of tenancy (ADA restrooms, egress lighting, fire protection)
- Parking and exterior work
- Tenant-specific finishes and improvements

6. Terms & Disclaimer

- This is a budget-level estimate for planning purposes only and is not a bid or contract.
- Pricing is based on current material and labor costs and may change before work is authorized.
- A detailed proposal with subcontractor bids can be prepared once the purchase moves forward.

Builtwell Consulting LLC | Fort Scott, KS | (620) 224-7163

BOURBON COUNTY
KANSAS

210 S. National Avenue • Fort Scott, Kansas 66701

October 27, 2026

Subject: Letter of Support for SEK-CAP's 2027-2028 Section 5311 Rural Public Transportation Application

To Whom It May Concern:

On behalf of ***Bourbon County Kansas***, I am pleased to provide this letter of support for Southeast Kansas Community Action Program, Inc. (SEK-CAP) and its application for Federal Transit Administration Section 5311 Rural Public Transportation funding for the 2027-2028 program year.

Public transportation is an essential service in rural communities, connecting residents to healthcare, employment, education, grocery stores, social services, and other critical resources. For older adults, individuals with disabilities, low-income households, and those without reliable personal transportation, these services are often the key to maintaining independence and quality of life.

SEK-CAP has a proven history of providing safe, reliable, and accessible transportation services throughout Southeast Kansas. These services strengthen communities, support local economies, reduce transportation barriers, and help individuals and families access opportunities that promote long-term stability and self-sufficiency.

The Section 5311 Program is vital to sustaining rural transportation services and leveraging local investment into a much larger state and federal partnership. Continued funding will ensure that residents remain connected to the services and opportunities they need while supporting the overall health and vitality of our communities.

For these reasons, ***Bourbon County*** strongly supports SEK-CAP's application for Section 5311 funding and respectfully requests favorable consideration of this proposal.

Thank you for your commitment to rural public transportation and the communities it serves.

Sincerely,

Greg Motley,

Bourbon County Commissioner, District 4

Commissioner Chairman

BOURBON COUNTY
KANSAS

210 S. National Avenue • Fort Scott, Kansas 66701

To: Kansas Department of Transportation
Date: October 27, 2026
RE: Letter of Support for Building Health Inc.'s General Public Transportation

To Whom it May Concern:

This letter is intended to demonstrate support for Building Health Inc.'s (BHI) application to the Kansas Department of Transportation for the operation of General Public Transportation.

Building Health Inc. is a non-profit subsidiary of the Community Health Center of Southeast Kansas, a trusted partner in Southeast Kansas, and has a demonstrated desire and ability to provide services across a large geography and among a diverse population. We are happy to support programs that will increase our residents' ability to access the goods, services, and community support that they need and desire.

Respectfully,

Greg Motley

Bourbon County Commissioner Chairman

District 4



Bourbon County Commission Meeting

Meeting Minutes

October 19, 2026, 5:30 PM - 8:30 PM
210 S National Ave, Fort Scott, KS 66701, US

Call Meeting to Order

Chair Motley called the meeting to order at the Bourbon County Commission meeting room, 210 S National Ave, Fort Scott, KS.

Present: Commissioner Samuel Tran (D1), Commissioner David Beerbower (D2), Commissioner Joe Allen (D3), Commissioner Gregg Motley (D4), Commissioner Mika Milburn-Kee (D5) /County Clerk Ann Clarkson, Curtis Major, Linda Klein, Klein, Mike Wunderly, Tim Emmerson, Mandy Shoemaker, Ronnie Brown, Clint Walker, Rachel Walker, Jason Silvers, Jared Pollock , Billy Pitts, Keri Timon, Tanner Odell, Clay Campbell, Bob Reed, Deb Lust, Marlon Merida, Millie Lipscom

Approval of Agenda

Motley moved Item XI.a (the PVD compliance call) to follow Public Comments, with Public Comments to be interrupted at 5:45 PM for the call. Commissioner Beerbower asked that the Sheriff's Office personnel executive session be postponed until the following week and that the Backhoe Bid be struck from Old Business. Range Road was added under New Business, and the Treasurer's quarterly reports were added under Department Updates as Item XI.c.

> Motion to approve the agenda as amended was made by Commissioner Beerbower and seconded by Commissioner Allen. The motion carried by voice vote with no opposition noted.

Approval of Minutes

> Motion to approve the minutes of October 5 and October 9, 2026 was made by Chair Motley and seconded by Commissioner Milburn-Kee. The motion carried by voice vote with no opposition noted.

Approval of Accounts Payable $428,742.99 and $259,024.30

Commissioner Beerbower reported that the October 9 accounts payable total had not been fully added and corrected it from $334,783.98 to $428,742.99. Commissioner Tran questioned three credit card charges on page 1 of the report: Hometown ($69.75), New Grill ($63.74) and a Hampton Inn charge (about $129). He asked whether such purchases were appropriate for local travel and noted two meal charges on the same day. He asked that commissioners review documents before approving payment. Commissioner Milburn-Kee stated the charges could be pulled until invoices were obtained.

> Motion to approve accounts payable of $428,742.99, less $129.32, $69.75 and $63.74, was made by Commissioner Tran and seconded by Commissioner Beerbower. The motion carried by voice vote.

Later in the meeting, Commissioner Tran flagged fund 108, items 4116 and 4117 (page 225 of the attached document), each $1,219.15 and billed consecutively, as possible duplicate billing. Commissioner Motley stated staff would check on it between meetings.

Executed Documents for Record

Commissioner Motley noted that the executed documents from the prior meeting were included in the agenda packet.

Public Comments

Tanner Odell, Bob Reed, Kyle Schnicles and Clay Campbell spoke in support of Public Works Director Kenny Allen and Assistant Kyle in connection with rumored personnel action. Speakers described a HR visit and, said county employees had long used the county garage for personal vehicles, and cited employee concerns about insurance costs and pay. Public comment was interrupted for the scheduled KDOR call.

Executive Session K.S.A. 75-4319 (b)( ) Subject:

a. Executive Session K.S.A. 75-4319 (b)(1) Subject: Employee Benefits - Jeremy and Don

Commissioner _Milburn-Kee____ 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 matters to protect their privacy relating to insurance __ Specifically dealing with __insurance claims__. Included in the executive session will be the _5 Commissioners Jeremy Bowman, Don Doherty and Christie Mitchell__, We will recess to the executive session room at _6:31__pm and return to the commission room at _6:41pm_. Motion was seconded by Commissioner __Motley__ and the motion _____Passed with all 5 commissioners voting in favor_____.

Commissioner __Milburn-Kee____ motioned to return to normal session at _6:41___. __No__ action. Motion was seconded by _Commissioner Motley__ and the motion _Passed with all 5 Commissioners voting in favor_.

Mr. Doherty stated his firm would continue developing options and comparisons for the commission.

c. Executive Session K.S.A. 75-4319 (b)(1) Subject: Employee Performance-Tran

Commissioner __Tran____ motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for _15__ minutes to discuss matters of ___non-elected personnel matters to protect their privacy Specifically dealing with ___duty Performance,_____. Included in the executive session will be the _5 Commissioners_, We will recess to the executive session room at _6:44__pm and return to the commission room at _6:59_. Motion was seconded by Commissioner _Beerbower_ and the motion _Passed with all 5 Commissioners voting in favor__.

Commissioner _Tran_____ motioned to return to normal session at _6:59__. _With action. Motion was seconded by __Milburn_ and the motion __Passed with all 5 Commissioners voting in favor_.

The commission returned to regular session with action.

Motion to authorize Commissioner Motley to sign the payroll change document reflecting the consensus reached in executive session was made by Commissioner Tran and seconded by Milburn. The motion carried.

Commissioner __Tran____ motioned pursuant to KSA 75-4319(b)(1) that the Commission recess into an executive session for _20_ minutes to discuss matters of _individual non-elected personnel to protect their privacy___Specifically dealing with ___duty performance__. Included in the executive session will be the __5 commissioners___, We will recess to the executive session room at _7:01__pm and return to the commission room at __7:21__. Motion was seconded by Commissioner __Beerbower__ and the motion __Passed with all 5 commissioners voting in favor__.

Commissioner __Tran__ motioned to return to normal session at _7:21__. __no_ action. Motion was seconded by __Milburn_ and the motion _Passed with all 5 commissioners voting in favor_.

a. PVD Compliance Call @5:45 - KDOR- Mike Dollman

Mike Dollman of the Kansas Department of Revenue, Property Valuation Division (PVD), presented the 2026 substantial compliance results by speakerphone, as required by K.S.A. 79-1404(b). Bourbon County received a total score of 63.1 out of 100 and was found out of substantial compliance; 75 is required.

- Statistical: The county earned 21.1 of 50 points. The residential median was 77.7% (required range 90–110%), but the residential COD of about 18 met the standard of under 20. The commercial median was 66.5% and the commercial COD was 40.6, both out of compliance. The study used 112 valid residential sales and 19 commercial sales.
- Procedural: The county earned 47 of 50 points. One point was lost for inconsistent construction-class coding on non-building components (codes 162/163), and one point for web soil survey data not updated or submitted late.
- Statutory: A 5-point deduction was assessed because the market trend analysis was not published at least 10 days before mailing of the change-of-value notices.
- Appeals: County appeal counts were low .

Mr. Dollman said low values were the primary driver. He expressed confidence in new County Appraiser Danielle and said PVD would give a new appraiser a year to acclimate. PVD was not mandating specific actions, but he noted increased statehouse interest in counties out of compliance and said the county could face another call next year. Commissioner Milburn-Kee asked about sale validation, the age of sales used and trend adjustments. Mr. Dollman explained that PVD validates sales itself, that the county may appeal sale validity, and that the study reflects prior-year sales.

b. Transfer station - Diane - Tran

Landfill Manager Diana Ballou stated the transfer station's backhoe was worn out and its backup was no better, and she asked for direction. Commissioner Beerbower noted the backhoe bid had been removed from the agenda because it was previously voted down. Motley preferred to address the purchase in January so a first payment could be budgeted in 2028 and to repair the backup in the meantime. Commissioner Tran urged a formal equipment replacement and maintenance plan from each department. Commissioner Motley noted the Baker Tilly contract includes a depreciation and replacement schedule being developed at no added cost. Commissioner Beerbower cited a $96,000 carryover in 2025, concerns about the equipment, and the need for an equipment reserve plan.

On rates, commissioners expressed support for raising out-of-town fees, with Commissioner Milburn stating she would not support an in-town increase, and asked Ms. Ballou to bring a recommendation. Commissioners Beerbower and Motley stated opposition to opening the station on county holidays, and Commissioner Beerbower raised concerns about single-person Saturday staffing. No action was taken.

c. Treasurer's quarterly reports

Motion to approve the Treasurer's quarterly reports by Commissioner Motley stating he had reviewed them seconded by Commissioner Beerbower. The motion carried by voice vote.

New Business

a. Revising of Resolution 21-26 to address meetings that fall on BBCO approved Holidays - Clerk Clarkson

The resolution was revised so meetings falling on a county-paid holiday are held on the next business day. Commissioner Beerbower also requested striking Section 3(a), which called for alternating regular meetings and work sessions, and reverting to regular meetings with work sessions and special meetings as needed.

Motion to approve the resolution as amended, including striking Section 3(a), was made by Chair Motley and seconded by Commissioner Beerbower. The motion carried by voice vote.

b. CIC accounting import - Milburn

Commissioner Milburn-Kee presented a roughly $1,200 software license for an interface between the PayEntry payroll export and CIC accounting software, so payroll posts correctly by department. Chair Motley said payroll entries had been out of balance , the last four payrolls had not been entered, and the county risked a poor audit; Commissioner Tran supported the patch as the least disruptive immediate fix.

> Motion to sign the licensing agreement for the payroll interface import and export was made by Commissioner Milburn-Kee and seconded by _Commissioner Motley_. The motion carried by voice vote.

c. PO Period of Performance Verizon - Milburn

Commissioner Milburn-Kee presented an updated Verizon agreement with better terms. Commissioner Beerbower recommended issuing an RFP to shop other carriers, and Commissioner Tran noted the one-year term. The contract's contact (Susan Walker) was replaced with Clerk Clarkson's information.

> Motion to allow Commissioner Motley to sign the updated Verizon contract was made by Commissioner Milburn-Kee and seconded. The motion carried by voice vote.

The commission discussed the county's lack of administrative access to the Verizon account.

> Motion to allow each elected official or department head, or their designee, to have administrative rights with Verizon Wireless to add and delete phone lines, obtain replacement phones was made by Commissioner Beerbower, as amended to include department heads, and seconded by Commissioner Allen. The motion carried by voice vote.

Commissioner Milburn-Kee noted the motion must be sent to Verizon on county letterhead to make the change, and Beerbower noted departments will be contacted to name their administrators.

d. TEC Remote Support Change - Milburn

TEC will begin charging $60 per machine per year for remote access. The Health Department and hospital camera systems were dropped from the list, leaving the voicemail computer and the you tube live-streaming computer.

> Motion to continue the service agreement at $60 per device for the county phone system voicemail computer and the streaming computer was made by Commissioner Milburn-Kee and seconded by Commissioner Beerbower. The motion carried by voice vote.

e. Bourbon County Conservation District - Motley

Deb Lust, Treasurer, and Ronnie Brown, Vice President, of the Bourbon County Conservation District requested an additional $5,000 above the budgeted $20,000. The Kansas Water Fund would match it 2-to-1, producing about $50,000 to be spent locally on cost-share conservation work.

> Motion to increase the county's commitment to the Conservation District by $5,000 was made by Commissioner Motley and seconded by _Commissioner Tran_. The motion carried by voice vote.

Range Road

Commissioner Tran reported constituent concerns about Range Road, including potholes at the bridge transition, exposed limestone, a broken guardrail, school bus traffic, and Valley Road and the Osage bridge. He said road issue reports submitted on the county website received no replies. Commissioner Milburn also reported communication issues with Public works. Commissioner Beerbower suggested working out the communication process with the Public Works Director.

> Motion to establish department updates with the Public Works Director on the first and third Mondays of each month was made by Commissioner Beerbower and seconded. The motion carried by voice vote.

Old Business

a. HR- RFP Review

Commissioner Milburn-Kee presented HR support she had found through the county's insurance provider at no added cost and asked that it be considered. Commissioner Allen moved to award the RFP Contract for the local HR consultant (referred to as Millie, Mrs. Litzskum) for one year. Commissioner Tran objected on grounds of process and impartiality: he said the proposals should have been evaluated through a source selection against the performance work statement, that one proposal was disqualified, and that a provider could face familiarity and bias concerns. Commissioner Motley and Commissioner Beerbower supported Commissioner Allen. Exchanges among commissioners became tense. With Commissioner Tran objecting on grounds of process and noting the performance work statement also noting 2 commissioners that wanted her on biases before commission discussion. Milburn noted concerns with Mrs. Litzskum not wanting the contract with HR to cross into the newspaper.

> Motion to award the RFP Contract for the local HR consultant Millie for one year was made by Commissioner Allen and seconded by Commissioner Motley. The motion carried 3-2, with Commissioner Tran and Milburn opposed.

b. Benefit Contribution Review - Milburn

Not taken up.

c. Well Testing - Milburn

Not taken up.

e. Asbestos Report - Beerbower

Not taken up.

f. Auction update - Allen

Commissioner Allen reported the county auction on GovDeals went live that day and will end the following Monday.

g. Election Space in Commission Room- Beerbower

Commissioner Beerbower stated early voting began that day in the commission room and equipment had to be removed for each meeting. He arranged with Brad Atkins to use the Fort Scott City Hall commission room, with streaming to YouTube to be confirmed.

> Motion to hold meetings at Fort Scott City Hall on October 26 and November 2, 2026 was made by Commissioner Beerbower and seconded_. The motion carried by voice vote.

Commission Comments

Commissioner Beerbower reported that the new courthouse facility would go live Wednesday, but a ceiling collapse caused by a roof leak required ServiceMaster cleanup and a roof tarp costing $6,500, which will put the project over budget. Commissioner Milburn-Kee shared constituent complaints about road signage, bridge visibility and Public Works time and vehicle use as well as personal vehicles being maintained on county equipment and cautioned about potential conflicts between the chosen HR contractor and the newspaper. Commissioner Tran said he believed the HR decision was predetermined by 3 commissioners and shared the decision was already made by the 3 of you before you came to the table. Can I prove it? No. But your action says speaks louder than words. The fact that the 3 of you are locked up in barrel for every 1 of these votes speaks loudly, and I'm not the 1 saying this. People are calling me and telling me this, and I'm paying attention. I think it's wrong what you guys are doing; Commissioner Motley disagreed with his statements.

Adjournment

The meeting was adjourned.

_____ Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

County Clerk



RESOLUTION NO. 33 -26

A resolution of the Board of Bourbon County Commissioners of Bourbon County, Kansas, repealing Resolution 21-26 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 Monday, beginning at 5:30 p.m.

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. Holiday
If any Holiday on the Bourbon County Observed Holiday resolution should fall on a regularly scheduled meeting that meeting shall be rescheduled to the following day.

Section 9. 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 19th **day of** October**, 2025.BOARD OF COUNTY COMMISSIONERS**
BOURBON COUNTY, KANSAS

COUNTY CLERK OF BOURBON COUNTY KANSAS

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

County Clerk

RESOLUTION NO. 34 26

A RESOLUTION DEFINING AREAS OF RESPONSIBILITY AND OFFICE SPACE ASSIGNMENTS WITHIN COUNTY-OWNED BUILDINGS

WHEREAS, K.S.A. 19-212 grants the Board of County Commissioners the authority and responsibility to manage, regulate, and control all county-owned real property and to assign such property for county purposes; and

WHEREAS, it is necessary to clearly identify the office locations, assigned work areas, storage areas, and restricted areas within the Bourbon County Courthouse and Courthouse Annex to ensure accountability, proper function, and the smooth operation of county government; and

WHEREAS, Bourbon County has organized office assignments to support efficient service delivery and to prevent confusion or unauthorized use of county-owned space; and

WHEREAS, elected officials, appointed officials, departments, and partner agencies are to operate within the areas formally assigned to them and may not occupy or expand into additional spaces without approval of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Bourbon County, Kansas, hereby designates the following areas within the Bourbon County Courthouse and Courthouse Annex as the official and authorized workspaces for the following offices:

COURTHOUSE – THIRD FLOOR

• District Court – All space on the third floor assigned to Court operations.

COURTHOUSE – SECOND FLOOR

• County Attorney – Primary office space on the second floor, with the exception of designated Court-controlled areas.

COURTHOUSE – FIRST FLOOR (Main Building)

• Kansas Driver License Office – Suite 10 west of the Appraiser's Office.

• Appraiser's Office – Suite 11 south of the main courthouse entrance.

• Extension / 4-H Office – Suite 13 at the end of the south hallway

• Recorder of Deeds (ROD) – Suite 14 Southeast off the main lobby.

COURTHOUSE ANNEX – FIRST FLOOR

- County Clerk Office – office left of the northeast entrance.
- County Commission Room – office north of Clerk's Office.
- Commission Executive Session Room- office northeast quarter of the Annex.
- Administrative Assistant- office between the Commission Room and Executive Session Room
- Public Works - Office at the north-side Public Works entry.
- County Recorder of Deeds – Additional Storage – room west of commission executive session room and east of public works office
- County Treasurer – office northeast corner of Annex

RESTRICTED AREAS

- Suite 12 – Main Courthouse (South Hallway) Dedicated secure area accessible only to personnel authorized by the Commission and its designated IT partner.
- Cell Pod A Maintenance Storage (not previously listed)
- Cell Detox - Emergency Management – Additional storage
- Cell Pod B (old 911) – County Clerk Storage
- Ice Room – Maintenance Office (old IT Storage)
- Cell Pod C - Emergency Management
- Cell Pod C Closet – Maintenance Storage (old IT Storage)
- Cell Pod D Max - Clerk Storage
- Cell Pod E – Emergency Management Storage
- Cell Pod F – Dedicated secure area accessible only to personnel authorized by the Commission and its designated IT partner.
- Cell Pod G – Crawkan

- Cell Pod H (old clerk Storage) – Sheriff
- Booking Room – Treasurer Break Area
- Kitchen – Emergency Management

GENERAL PROVISIONS

1. All elected officials, employees, departments, and outside entities shall limit their activities to the areas designated in this resolution unless granted express approval by the Board of County Commissioners. Storage rooms, and restricted areas require authorization.

2. No office or department may store materials, operate equipment, relocate, take possession of additional space, or modify any assigned area without prior Commission authorization.

3. Public access is limited to public entrances and public hallways. public offices.

4. Any reassignments or alterations to office space must be approved by formal action of the Board of County Commissioners.

5. This resolution shall remain the official reference for county office and space assignments until amended by the Board.

Adopted this 21st day of October 2026.BOARD OF COUNTY COMMISSIONERS

BOURBON COUNTY, KANSAS

_____ Chairman

_____ Commissioner

_____ Commissioner

_____ Commissioner

_____ Commissioner

_____ ATTEST: County Clerk

COUNTY CLERK OF BOURBON COUNTY KANSAS

Bourbon County, Kansas
October 26, 2026

Dr. Steve Cohen
HR Solutions

RE: Termination of On-Call Service Agreement Dated June 11, 2025

Dear Dr. Cohen,

On behalf of Bourbon County, We would like to formally notify HR Solutions of the termination of our On-Call Service Agreement dated June 11, 2025.

We sincerely appreciate your commitment to Bourbon County and the services you have provided over the past year and more. It has been a pleasure to have the opportunity to work with you, and we are grateful for the time, professionalism, and support you have given our county.

Thank you for your partnership and dedication to serving Bourbon County. We wish you and HR Solutions continued success in your future endeavors.

Sincerely,

Bourbon County Commission
On behalf of Bourbon County, Kansas

KCAMP RISK AVOIDANCE GRANT PROGRAM APPLICATION

Applications must be submitted no later than December 16 to be eligible for current year funds.

ALL SHADED AREAS MUST BE COMPLETED. Information should be typed in this form and submitted with required document(s) to Patrick Smith, Risk Manager, via email (psmith@kcamp.org) or fax (785.267.2383).

MEMBER	Bourbon County	CONTACT	Mika Milburn - Kee
DEPARTMENT	Commission	TITLE	Commissioner District 5
PHONE NO.	620-215-5880	EMAIL	mmilburn@bourboncountyks.org
MAILING ADDRESS (include City, State and Zip)	210 s National Ave. Fort Scott KS 66701		
SUPERVISOR NAME & TITLE (if applicable)			

DESCRIPTION OF ACTIVITY/PURCHASE

Asbestos Bulk Sampling, PCM Ambient Air Monitoring and Consulting Services
Bourbon County Courthouse

ANTICIPATED REDUCTION OF PROPERTY OR LIABILITY CLAIM/LOSS EXPOSURE. *Describe how this activity/purchase will reduce your organization's property or liability claim/loss exposure.*

This report documents existing conditions and identifying areas requiring monitoring and proper management. This information allows the county to take precautions, while reducing the risk of accidental exposure and future liability claims.

REQUIRED Purchase Order(s) or Invoice(s) attached/enclosed (●) Yes ( ) No

AMOUNT REQUESTED FOR REIMBURSEMENT ($2,000 Maximum) *PROOF OF PAYMENT **REQUIRED** PRIOR TO KCAMP REIMBURSEMENT*	$2,000.00
TOTAL COST OF ACTIVITY/PURCHASE	$2,124.80

MEMBER REPRESENTATIVE SIGNATURE _____

DATE 10/26/26

APPLICATION APPROVAL (To be completed by KCAMP Staff)

1. Member Funds Available $_____
2. Use of Funds Appropriate to Program _____ Yes _____ No
3. Verification of Paid Invoice by Member _____ Yes _____ No

Date Member Notified: _____

Application _____ Complete _____ *Returned to Member for Additional Information*
Date: _____

_____ _____
KCAMP RISK MANAGEMENT APPROVAL Date

_____ _____
KCAMP CEO APPROVAL Date

Bourbon County Agenda Citizen Attendance

Please sign in so we know who is attending our meetings and how you can be reached if we need to followup.

Full Name - Please Print Clearly	Phone Number or email
Clint Walker	
Rachel Walker	
Jason Silvers	
Anne Dare	
Jennifer Hawkins	
Lou Howard	
[illegible]	
Tim Emerson	
Marlon Merida	
Raegan Guerin	
Becky Gray	bgray@chcsek.org
Teri Hulsey	

Bank Reconciliation - Items Not In Bank Account

Selected Bank: LANDMARK BANK **Selected Account:** [redacted] **For Statement Date: 9/30/2026**

Item Date	Item Description	Item Amount
1/31/2024	December Service Charges (Reverse Entry)	($59.80)
1/31/2024	December Interest (Reverse Entry)	$1,772.20
12/31/2024	Purple Wave Wire 6-30-24	$1,050.00
12/31/2024	12-31-24 Bond Wire Charge	($1.25)
4/30/2025	IRS Tax Pmt 4-4-25	($1.33)
8/31/2025	Wire Fees August	$60.00
10/31/2025	Wire Fee October	$30.00
2/28/2026	Jan KPERS Variance	$770.68
2/28/2026	2.6 HSA Premium Variance	($736.30)
2/28/2026	2.20 HSA Premium Variance	($173.81)
2/28/2026	2.20 Payroll	($50.00)
3/31/2026	3.25.26 Payentry	$350.42
3/31/2026	3.24.25 Payentry	$895.60
3/31/2026	KPERS Variance 3.25.26	$191.43
3/31/2026	HAS Variance 3.20.26	($189.48)
3/31/2026	KPERS Variance 3.9.26	$428.67
3/31/2026	HAS Variance 3.6.26	($189.48)
3/31/2026	KPERS Variance 3.2	($224.04)
3/31/2026	Special Payroll 3.25.26	($350.42)
3/31/2026	Payentry 3.30.26	($647.28)
3/31/2026	Payables 6.18.24	($1,780.78)
4/30/2026	KPERS Variance 4.23	$39.20
4/30/2026	KPERS Variance 4.7	($27.13)
4/30/2026	Agency Checks 4.3 Variance	($88.98)
4/30/2026	Data Path HAS 4.2, 4.10, 4.17	$773.44
4/30/2026	Agency checks 4.16 Variance	($113.98)
5/31/2026	Kpers Variance	($190.31)

Bank Reconciliation - Items Not In Bank Account

Selected Bank: LANDMARK BANK **Selected Account:** [redacted] **For Statement Date: 9/30/2026**

Item Date	Item Description	Item Amount
5/31/2026	KS Pmt Center 5.15	$715.39
5/31/2026	KPERS 5.7.26 Variance	$144.70
6/30/2026	Payentry Credit 6.30	($169.92)
6/30/2026	June 6.26 Garnishments	$470.77
6/30/2026	June 6.12 Garnishments	$470.77
6/30/2026	May 5.29 Garnishments	$470.77
6/30/2026	KPERS Variance	$15.05
6/30/2026	KPERS 6.17 Variance	$282.39
6/30/2026	KPERS 06.02 Variance	($2,855.77)
6/30/2026	Payentry ROSEC	$190.00
6/30/2026	KPERS 6.30	$7.11
6/30/2026	KPERS 6.30	$500.66
6/30/2026	H.S.A 6.12 Variance	($75.00)
7/31/2026	7.15.26 KPERS CIC 30610.15 Bank 30919.58	$309.43
7/31/2026	Enterprise Wire 2269 CIC 6955.58 Bank 6903.22	($52.36)
7/31/2026	07.01.26 KPERS CIC 31649.61 Bank 31202.92 Wir	($446.69)
7/31/2026	Data Path July FSA	$89.88
7/31/2026	H.S.A. 7.24.26 CIC 692.78 Bank 816.15 Wire 2265	$123.37
7/31/2026	Wire 2257 141579.71 Bank 141579.70	($0.01)
7/31/2026	Deposit 7.31.25 Correction	($2.50)
7/31/2026	Dec 24 Wire Fee	$60.00
7/31/2026	7-7 Wire Fee Corr	$60.00
7/31/2026	H.S.A. 7.10.26 CIC 692.78 Bank 816.15 Wire 2254	$123.37
8/31/2026	BCBS JULY	$111,854.66
8/31/2026	H.S.A Variance 6.15	($115.00)
8/31/2026	8-25-26 BBCO TRANSFER	$478.16
8/31/2026	8-24-26 BBCO TRANSFER	$339.16

Bank Reconciliation - Items Not In Bank Account

Selected Bank: LANDMARK BANK **Selected Account:** [redacted] **For Statement Date: 9/30/2026**

Item Date	Item Description	Item Amount
8/31/2026	PAYROLL 8-25-26	($339.16)
8/31/2026	H.S.A VARIANCE 8-7-26	($115.00)
8/31/2026	BCBS 8-28-26	$111,854.66
8/31/2026	KPERS VARIANCE 8-13-26	($494.43)
8/31/2026	KPERS VARIANCE 8-4-26	$455.59
8/31/2026	DATAPATH CARD 8-26-26	$38.10
8/31/2026	DATHAPATH CARD 8-24-26	$575.79
8/31/2026	AMB 1-30-25 CORR 8-24-26	$1,273.80
8/31/2026	DATAPATH CARD 8-11-26	$158.27
8/31/2026	KPERS VARIANCE 8-26-26	($274.22)
8/31/2026	PAYROLL 8-26-26	($478.16)
9/30/2026	SERVICE CHARGE	$63.40
9/30/2026	PAY 9-21	$110,758.06
9/30/2026	DATAPATH CARD SERV 9-22-26	$19.14
9/30/2026	DATAPATH CARD SERV 9-23-26	$15.00
9/30/2026	KPERS 9-23-26	$31,631.75
9/30/2026	KPERS 9-24-26	$450.43
9/30/2026	BCBS 9-28-26	$78,119.85
9/30/2026	BBCO TRANSFER 9-3-26	$54,958.52
9/30/2026	BBCO AGENCY H.S.A. 9-18-26	$506.55
9/30/2026	DATAPATH CARD SERV 9-29-26	$250.00
9/30/2026	BBCO TRANSFERS 9-17-26	$50,373.31
9/30/2026	DATAPATH CARD SERV 9-15-26	$9.55
9/30/2026	KPERS 9-9-26	$31,548.91
9/30/2026	DATAPATH CARD SERV 9-9-26	$44.73
9/30/2026	DATAPATH CARD SERV 9-8-26	$17.08
9/30/2026	BBCO AGENCY GARNISHMENT 9-4-26	$470.77

Bank Reconciliation - Items Not In Bank Account

Selected Bank: LANDMARK BANK **Selected Account:** [redacted] **For Statement Date: 9/30/2026**

Item Date	Item Description	Item Amount
9/30/2026	BBCO AGENCY H.S.A. 9-4-26	$408.29
9/30/2026	DATAPATH CARD SERV 9-1-26	$35.00
9/30/2026	PAYROLL 10-2-26	($141,035.74)
9/30/2026	CK#529072 CLEARED $6.00 SHORT	($6.00)
9/30/2026	BBCO AGENCY GARNISHMENT 9-18-26	$470.77
9/30/2026	INTEREST 9-30-26	($594.87)
	Total:	$445,695.40

Get Outlook for iOS

Emily Franks
Mika Milburn-Kee
Tue, Oct 27, 2026, 10:42 AM

Mika,

I am glad you are reviewing this and asking questions. The items not in bank can mean one of two things.

1. The transactions have cleared the bank but are not entered in the general ledger (accounting system).
2. The transactions are in the general ledger but have cleared the bank for a different amount. There should be outstanding checks or deposits to offset the items not in bank to some extent but will not match to the penny. Usually, we see this frequently with KPERS due to system rounding, but it should be small amounts and journal entries are made timely to correct.

However, everything on this list needs to be addressed and cleaned up prior to audit. Any variances require investigation and most likely will need a journal entry to correct, I would usually say the Clerk's Office and the Treasurer's Office need to work together to get this cleaned up, but most of what I am seeing here is payroll related and I do not believe the Clerk's Office is handling payroll but they would be the ones to post the entries.

Emily Franks
Jarred, Gilmore & Phillips, PA

DRAFT

Personal Use of County Property

County-owned vehicles, equipment, machinery, tools, materials, and other property are for official County business and may not be used for personal purposes or loaned to others for personal use. No employee, supervisor, or department head or elected official may independently authorize an exception.

Fringe Benefit Documentation and Reporting

Any County-authorized personal use or benefit must be documented, including the employee receiving the benefit, the nature of the benefit, and its value. Applicable reimbursement, valuation, and tax reporting shall be handled in accordance with IRS regulations.

SOFTWARE
Utility/Water Billing
Fund & Business Accounting
Court Software
Cemetary Software
Web Design & Hosting

ADVANTAGE COMPUTER
JAYHAWK SOFTWARE
ESTABLISHED 1980

HARDWARE
Custom Built Servers & PCs
Surveillance Cameras
Phone Systems
Disaster Recovery
Off-Site Backup

1000 Miller Rd | PO Box 385 | Iola, KS 66849 | Phone: (620) 365-5156 | Website: www.ac-js.com

Bourbon County Sheriff (Estimates)
Technology Equipment & Services
July 22, 2026

#1 Labor Contract (8 Month of onsite visits) $17,680.00

- (Phase #1) 2 months of weekly visits
- (Phase #2) 2 months of bi-weekly visits
- (Phase #3) 4 months of monthly visits
- (Phase #4) As needed visits and remote support ($5,000.00 prepaid contract)
  - Labor is $68.00 per hour PC and $100.00 per hour Network

#2 Main Server (Domain Controller) $19,865.25

- 3Ghz / 12TB Data Mirrored / 960GB OS / 64GB RAM / 3-Year Warranty
- (2) Microsoft 2022 OS / 26 CAL's / Installation and Travel

#3 MSP Server/Service: $21,035.00

- Server / Installation / 1 Year of monitoring services 24 hours a day x 7 days a week
- Annual cost for 29 Devices is $11,160.00

#4 Computer Project: $14,544.00 +$2,424.00 = $16,968.00

- ~~14~~ 12 PC's AMD Ryzen 4.3Ghz / 500GB HD / 16GB RAM / 3-Year Warranty
- Installation not included estimated at ($200.00 to $250.00 per PC)

#5 Data Backup Service: $8,996.00

- 12TB of Local and Cloud Services installed with 1-year of service

#6 Email Migration Services: $5,595.00

- 20 Email Accounts using Microsoft 365 Accounts Direct with Microsoft
- 20 Email Accounts migrated from County 365 transferred to Sheriff 365
- Basic account and encryption accounts range from ($14.00 to $39.00) per email per month.

Project Estimate: **$87,715.25** $90,139.25

Customer Signature: _____ **Date:** _____

Steve Prasko | *Vice President*

Email: sprasko@aceks.com
Cell: (620) 363-0826


October 6th, 2026

- Established in **1975**
- Services to **1,000+** Agencies
- **+140k** Lane Miles Collected Per Year
- Ten Pavement Engineers, **Four PhDs**
- **+10MM** of Right of Way Assets
- Leading Integrator **34+ LCMS**
- **70%** of DOTs use ICC Equipment
- Investment of **$5 Million** in Software
- Revamped Engineering Process with **Faster Processing** and **Higher Client Satisfaction** Scores



Experience

Empowering progress through innovation.

ICC
INTERNATIONAL CYBERNETICS

IMS
POWERED BY ICC



Equipment

- LCMS
- 360 Camera
- Every Speed Profiler
- High Speed Profiler
- Reference Profiler
- Lock Wheel Friction Tester
- Continuous Friction Tester
- SST



Software

- Unify Suite™
  - Drive
  - Connect
  - Inform
- Easy Street Analysis (ESA™)
- Easy Sidewalk Analysis (ESwA™)



Data Collection

- Pavement Survey
- Sidewalk Survey
- ADA Compliance
- Lidar
- Asset Inventory
- Structural Testing
- GPR Testing
- Friction Testing



Consulting Services

- Analysis/Planning
- Council Presentations
- GIS Dashboards
- Pavement/Sidewalk CIP
- PMS Implementation

Data Collection

Harnessing cutting-edge technology to collect high-precision data, efficiently and on time.



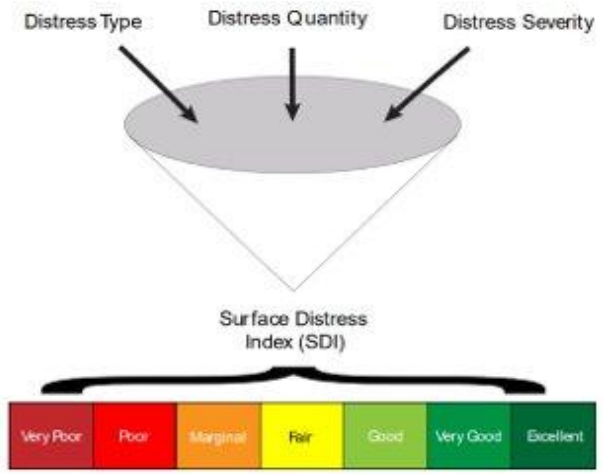
IrisPRO Pave

Revolutionizing road surveys with precision and efficiency.

- 3D 1mm x 1mm Pavement Distress Measurement
- Built-In QA/QC Failsafe
- Calibrated 360 Imagery
- Complete Pavement Profile

Purpose-Built vs. Passive

Why specialized solutions deliver superior data.





OCI = f(PCI, IRI, SI)

- Consistent imaging
- Ability to measure crack width, depth, and length
- Accurate distress area measurement

ROW Image Variation

All images collected on 114th Ave in Largo, FL





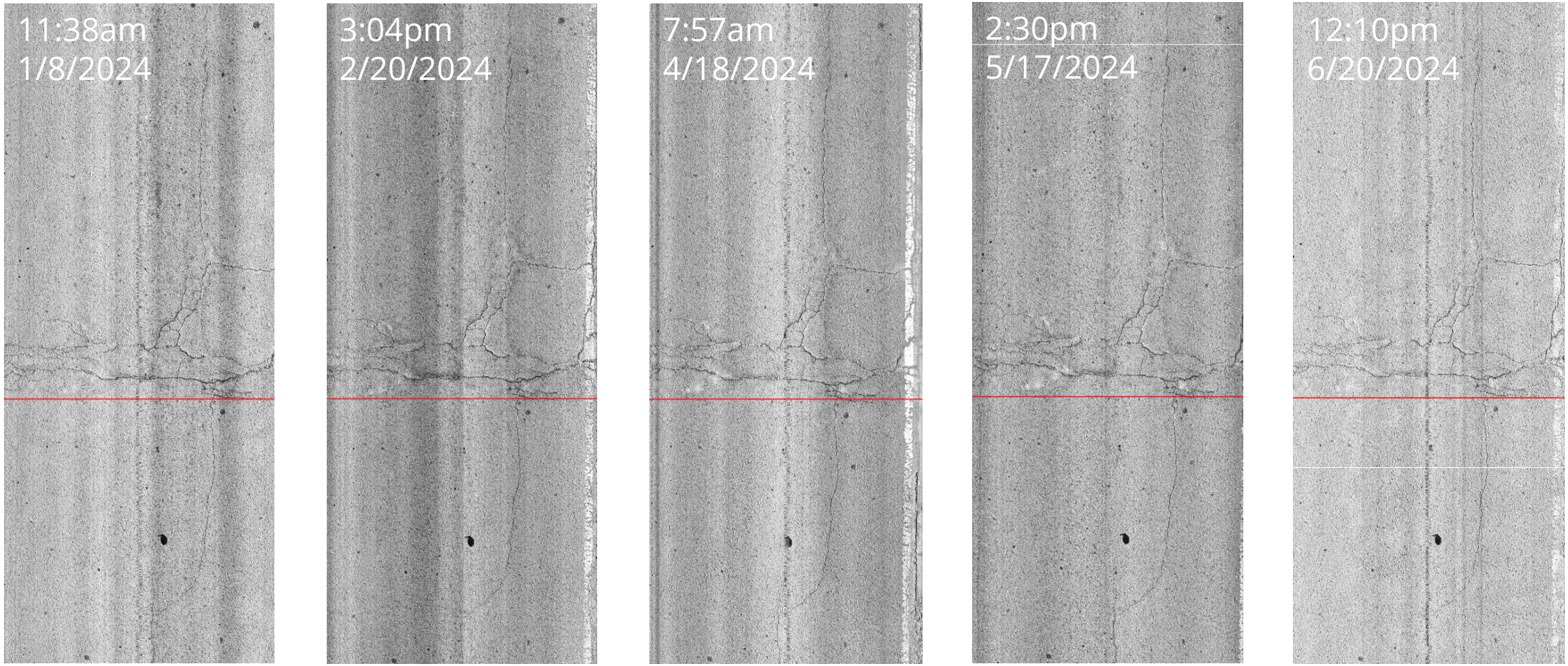






LCMS Image Variation

3D Intensity Images

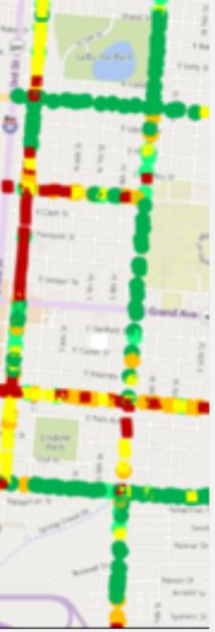




ROW Asset Collection

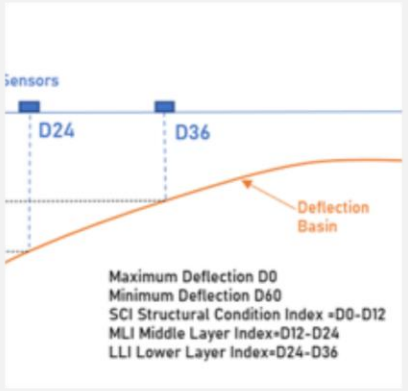
Integrated management of essential roadway assets.

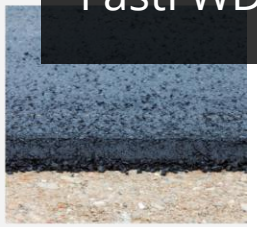
- Extracted from Calibrated Imagery
- 20+ Different Asset Types Can Be Collected
- 3+ Attributes
- Geo-Located Within 1m



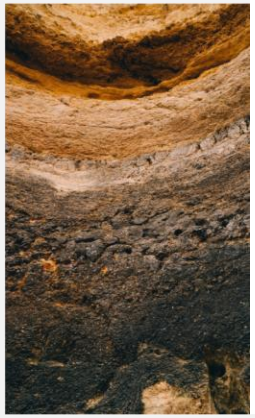








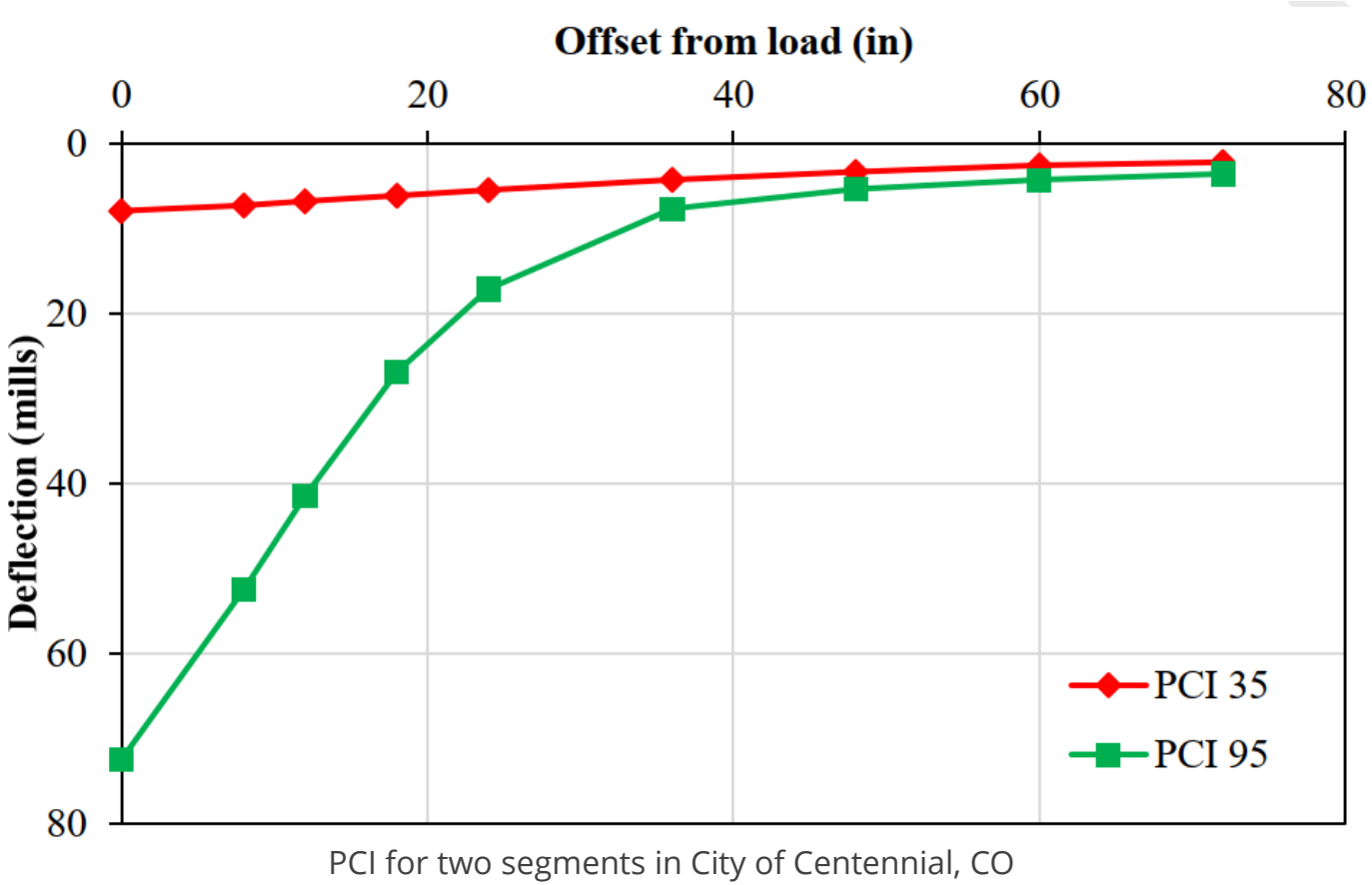


Structural Testing

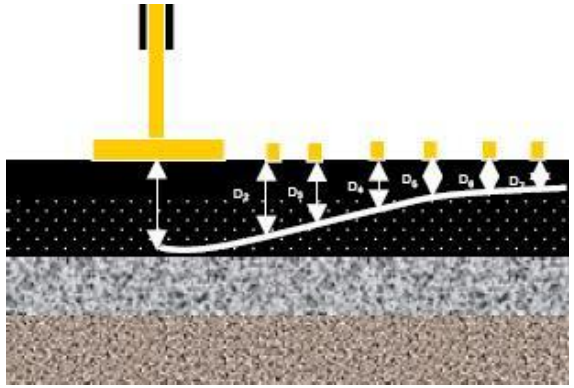
FastFWD to the future of road health assessments.

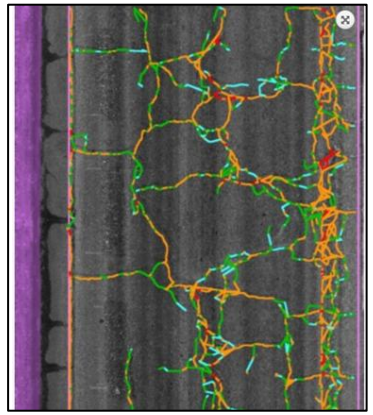
- Fast Falling Weight Deflectometer (FastFWD) Used in Conjunction with Geotechnical Coring, Boring, and GPR
- Measure Pavement Response Under Simulated Loading
- Determine “Weak” Pavement Layer(s)
- Select Appropriate Rehabilitation

Is PCI Enough?



PCI for two segments in City of Centennial, CO







Fast Falling Weight Deflectometer (FastFWD)

Sidewalk Surface Tester



Advanced sidewalk analysis for safer pathways.

- Attributes Collected
  - Material Type / Visual Condition / Distresses
- Enhanced GPS
- High-Definition Georeferenced Imagery
- Sidewalk Profiler
  - Cross Slope, Running Slope / Gaps / Thresholds

Our New Sidewalk Surface Tester (SST)



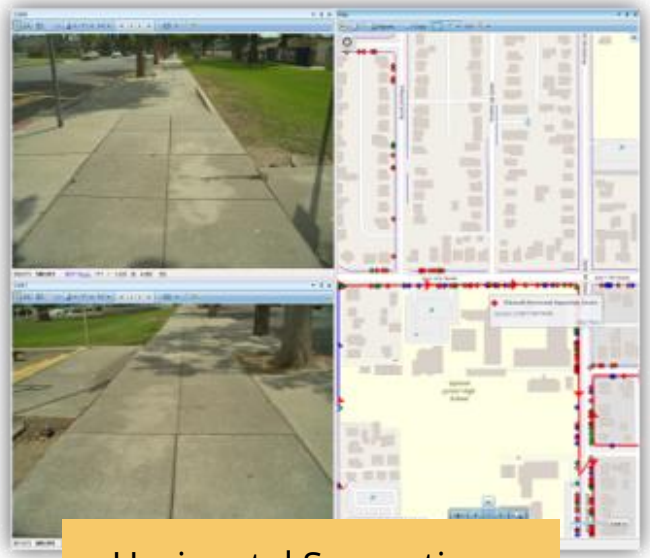
- Platform testing & selection
- Designed & built in 2023
- Based on the same Drive Platform as ICC's Iris family of collection vehicles

Data Collection with SST

- 3x Gocator point lasers
- 2x 12MP Basler cameras (front and rear)
- 5g Accelerometers
- 250 Hz MEMS IMU
- Hemisphere DGPS
- 5,000 CPR wheel encoder
- Target sensor
- Drive collection system (fanless computer and ADAS in environmentally-sealed enclosure)
- High contrast monitor
- Event keyboard
- Typical collection rate of 10-15 miles per day

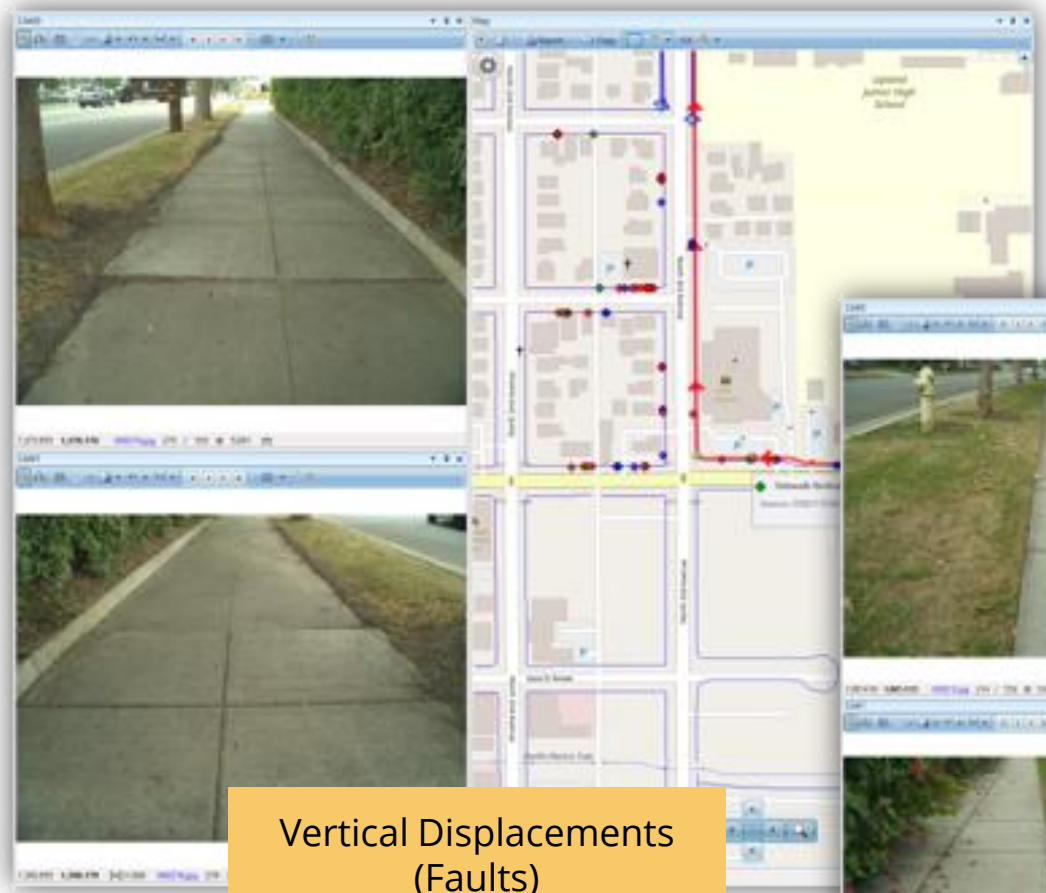


Hazard Detection



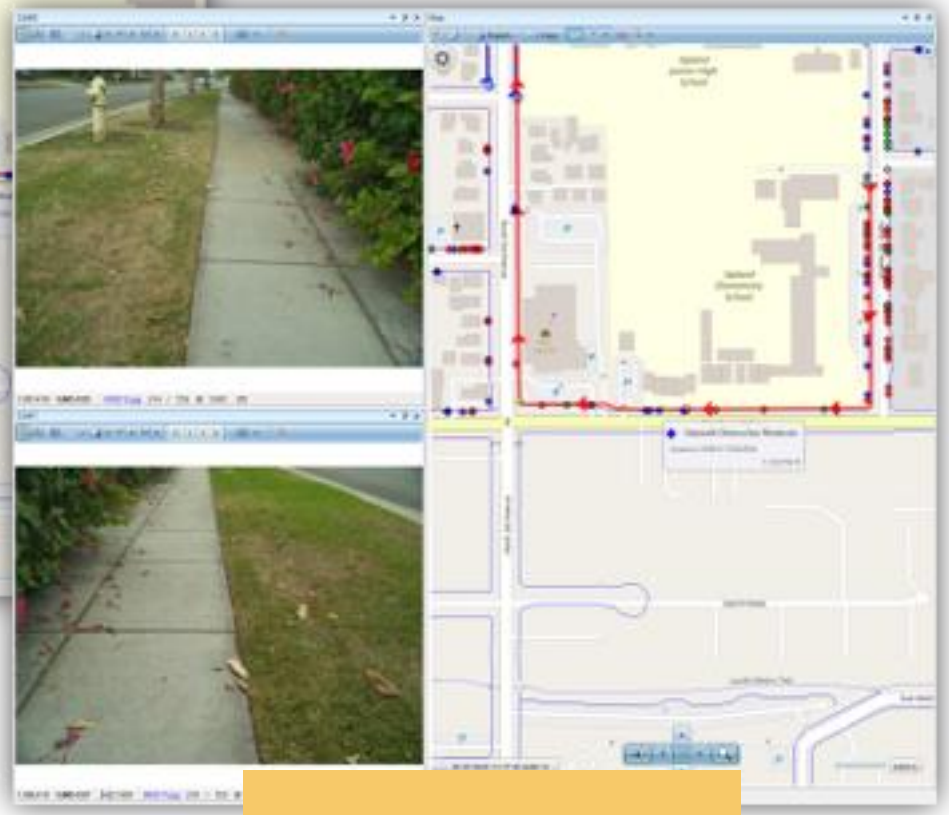
Horizontal Separations (Gaps)





Vertical Displacements (Faults)

The ADA requires that walkways be a minimum of 36” wide

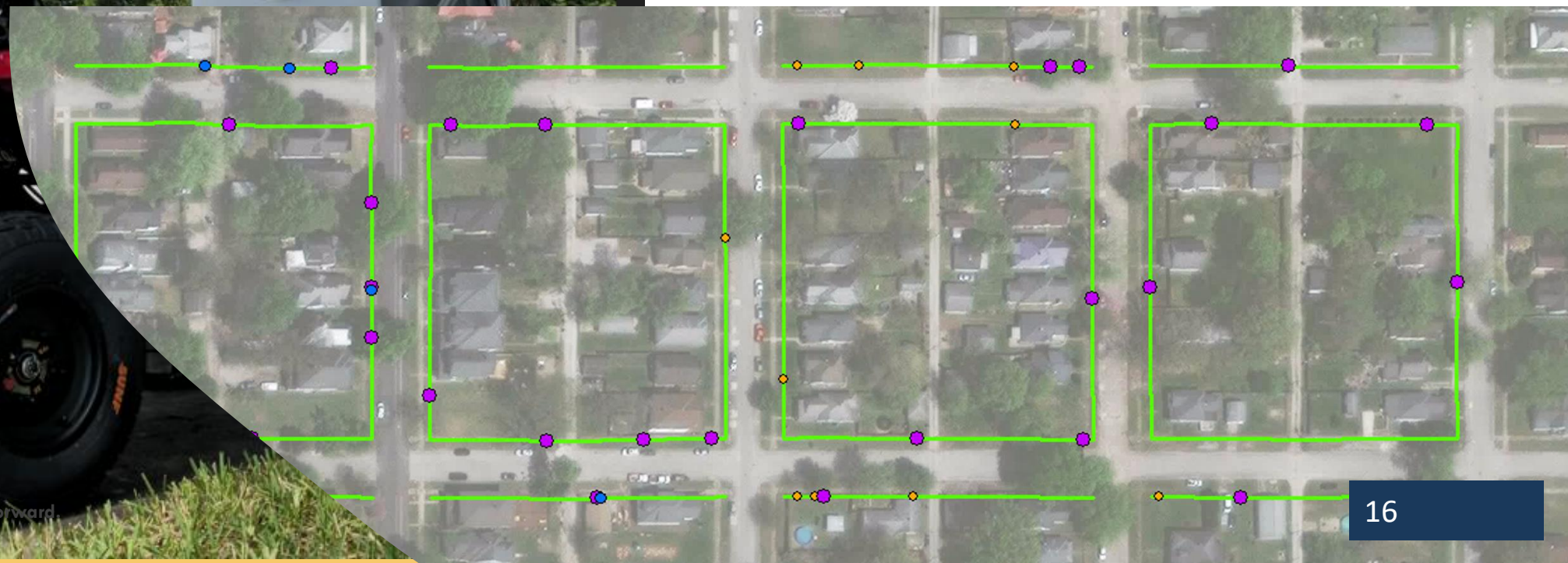


Protrusions

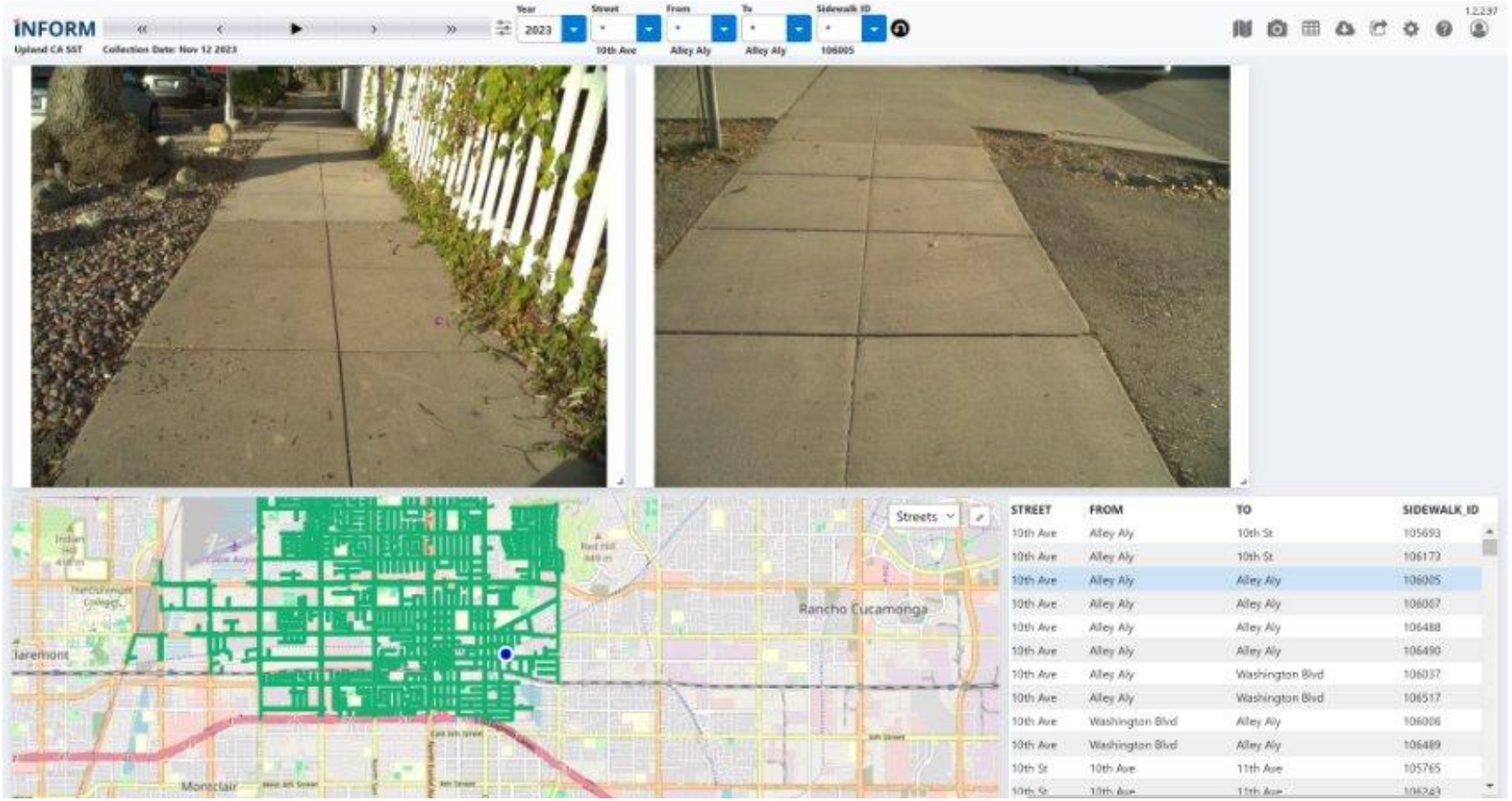


		Image	Vertical_Displacement	Moderate	0.39	9/16/2024
		Image	Vertical_Displacement	Severe	0.71	9/16/2024
	21-124	Image	Vertical_Displacement	Severe	0.56	9/17/2024
	A221-124	Image	Vertical_Displacement	Severe	0.7	9/17/2024
	6A207-196	Image	Vertical_Displacement	Moderate	0.39	9/19/2024
	127-5A207-95	Image	Vertical_Displacement	Severe	1.13	9/19/2024
	4 127-5A207-95	Image	Vertical_Displacement	Severe	1.19	9/19/2024
	353 151-5A225-54	Image	Vertical_Displacement	Severe	0.79	9/17/2024
	8353 151-5A225-54	Image	Vertical_Displacement	Severe	0.67	9/17/2024
	688353 151-5A225-54	Image	Vertical_Displacement	Severe	0.76	9/17/2024
	4688353 151-5A225-54	Image	Vertical_Displacement	Severe	0.79	9/17/2024
	4688353 151-5A225-54	Image	Vertical_Displacement	Severe	0.61	9/17/2024
49	4688353 151-5A225-54	Image	Vertical_Displacement	Severe	1.13	9/17/2024
450	4688353 151-5A225-54	Image	Vertical_Displacement	Severe	0.91	9/17/2024
651	4450225 126A205-192	Image	Vertical_Displacement	Severe	0.79	9/19/2024
649	4450225 126A205-192	Image	Horizontal_Separation	Moderate	0.79	9/19/2024
59	4548413 132A213-2	Image	Horizontal_Separation	Moderate	0.79	9/16/2024
68	4377287 132A213-2	Image	Horizontal_Separation	Moderate	0.79	9/16/2024
873	4568127 126A207-119	Image	Horizontal_Separation	Severe	1.18	9/19/2024
605	4351269 126A207-126	Image	Vertical_Displacement	Severe	1.39	9/19/2024
896	4366312 127-5A207-54	Image	Horizontal_Separation	Moderate	0.79	9/19/2024
895	4366312 127-5A207-54	Image	Horizontal_Separation	Moderate	0.79	9/19/2024
563	4632109 147A221-21	Image	Vertical_Displacement	Severe	0.55	9/17/2024
564	4632109 147A221-21	Image	Vertical_Displacement	Severe	0.78	9/17/2024
565	4632109 147A221-21	Image	Vertical_Displacement	Severe	0.68	9/17/2024
864	4456574 126A207-103	Image	Vertical_Displacement	Moderate	0.39	9/19/2024
865	4456574 126A207-103	Image	Vertical_Displacement	Moderate	0.39	9/19/2024
863	4456574 126A207-103	Image	Horizontal_Separation	Severe	1.18	9/19/2024





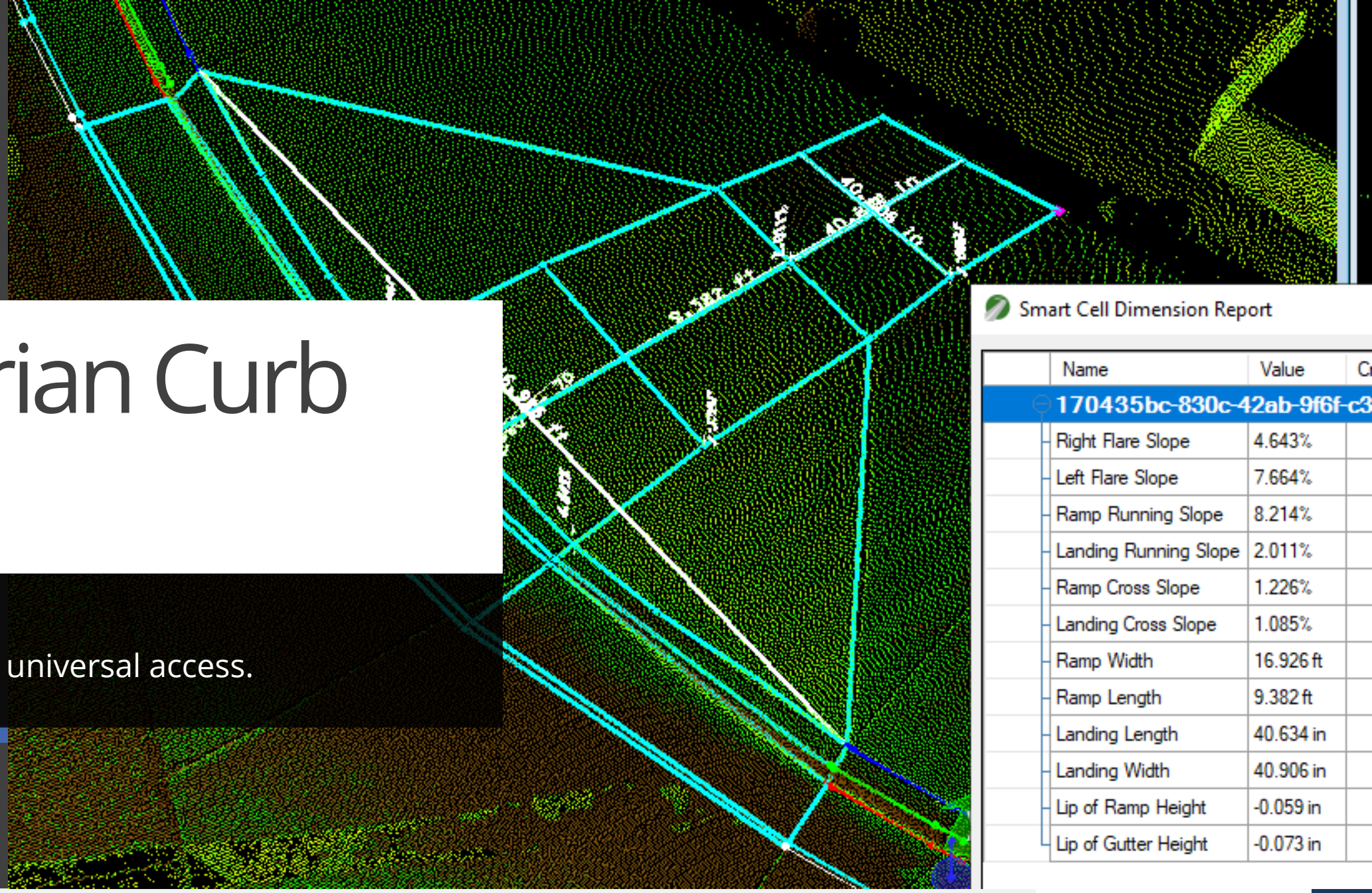
Inform Viewing Software



Pedestrian Curb Ramps

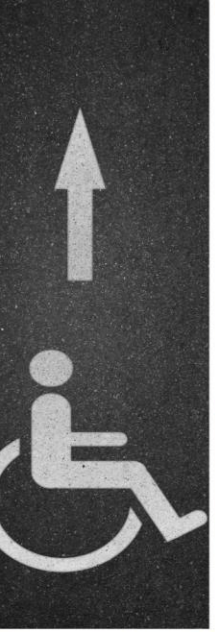
Pathways for all!

Expert solutions for universal access.



Smart Cell Dimension Report

Name	Value	C
170435bc-830c-42ab-9f6f-c3		
Right Flare Slope	4.643%	
Left Flare Slope	7.664%	
Ramp Running Slope	8.214%	
Landing Running Slope	2.011%	
Ramp Cross Slope	1.226%	
Landing Cross Slope	1.085%	
Ramp Width	16.926 ft	
Ramp Length	9.382 ft	
Landing Length	40.634 in	
Landing Width	40.906 in	
Lip of Ramp Height	-0.059 in	
Lip of Gutter Height	-0.073 in	









Pedestrian Curb Ramps

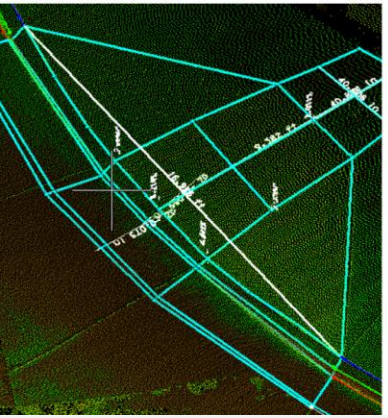
Pathways for all! Expert solutions for universal access.

















- 1M Measurements and 250 Scan Lines per Second
- In-House Developed Smart Cell Library
- Millimeter Level Relative Accuracy; Lidar Point Cloud Used for Geometry Measurements

ADA Ramps – Pathways for all

- 1M Measurements and 250 Scan Lines per Second
- In-House Developed Smart Cell Library
- Millimeter Level Relative Accuracy; Lidar Point Cloud Used for Geometry Measurements

Expert solutions for universal access.



Pavement Management Plan

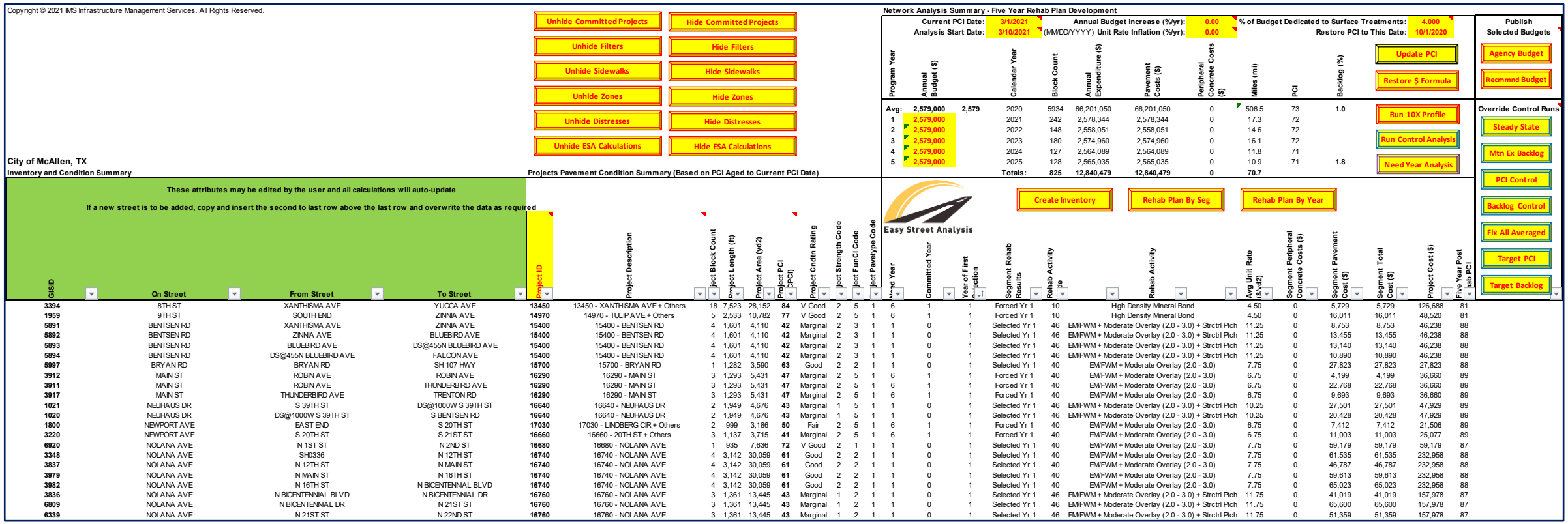
Unifying data , amplifying insights

Easy Street Analysis (ESA™ by IMS)

The City should not have to invest large capital outlays and extensive training and implementation unless there is a compelling reason to do so.

We can give the City a highly effective, Excel-based solution to allow for sophisticated pavement management planning without a software implementation.

Easy Street Analysis



IMS POWERED BY ICC

ESA ™

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City of Sample, USA

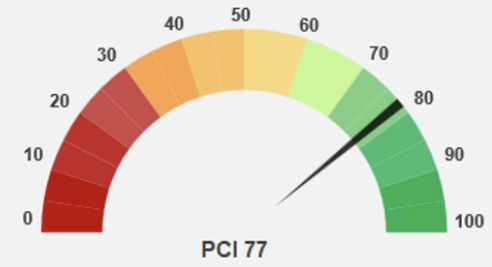
Easy Street Analysis

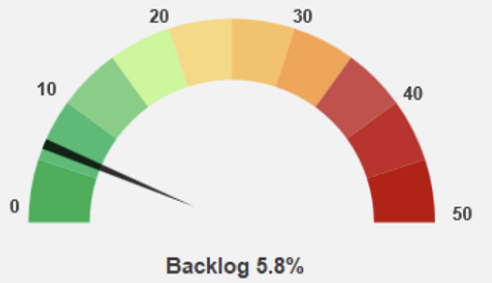
Pavement Area (yd2)	2775k
Centerline Miles	142.7
Sections	1,270

Survey date	Sep-24
Current PCI date	Jan-25

PAVEMENT CONDITION

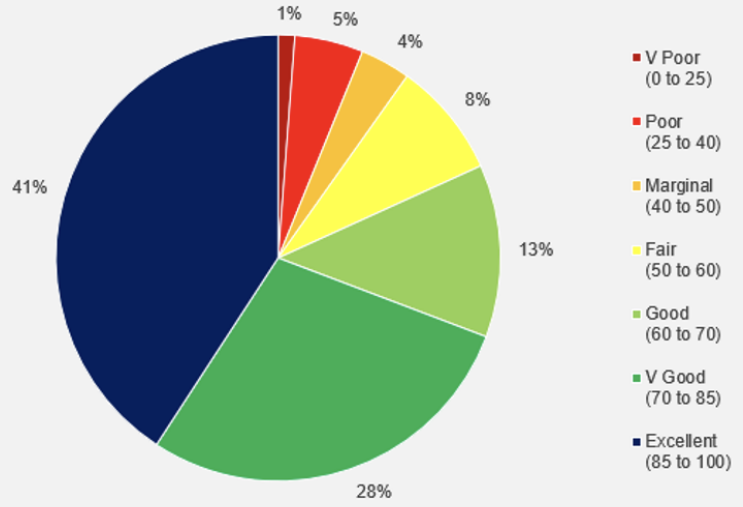
Survey Pavement Condition

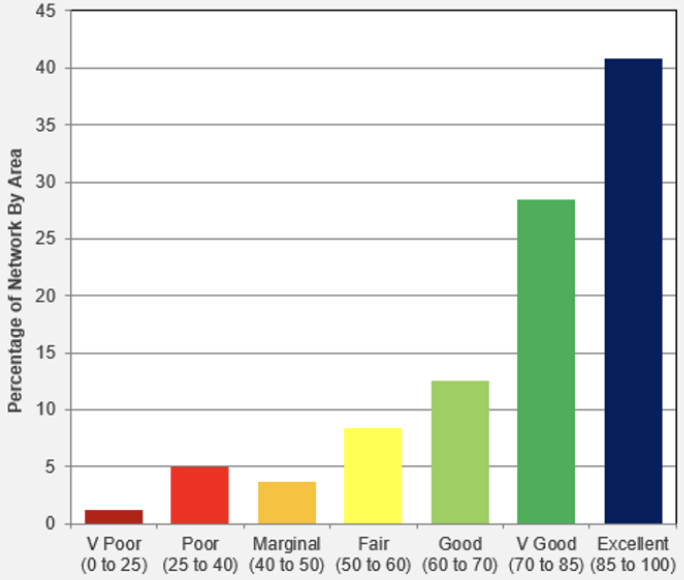




Current Pavement Condition Rating Using Descriptive Terms

Current Network Average Condition = 76, Backlog = 6.2%

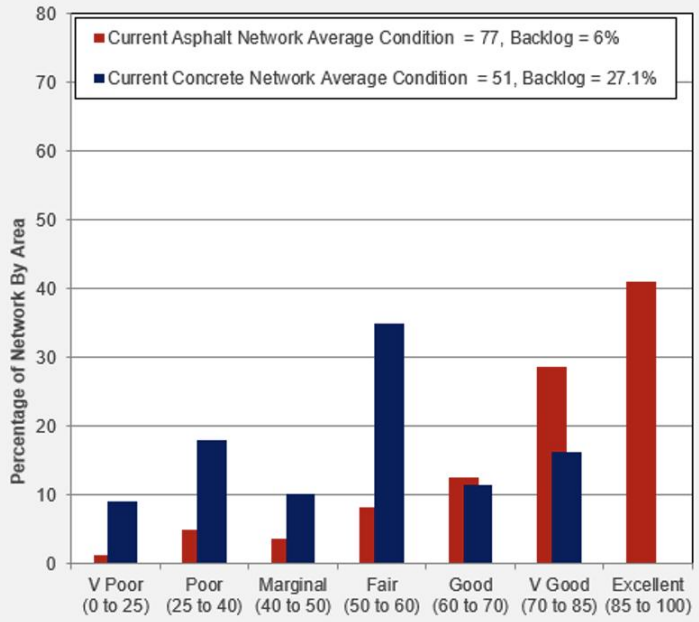




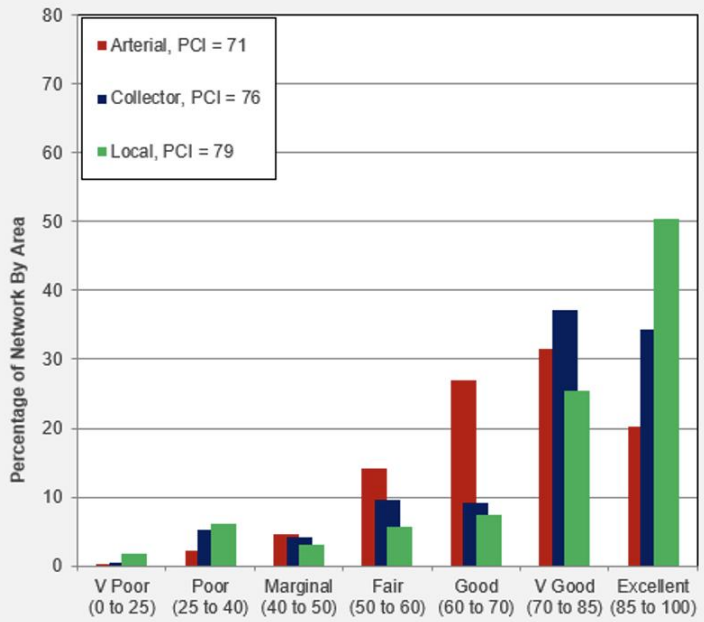
ESA ™

Current Pavement Condition Rating Using Descriptive Terms

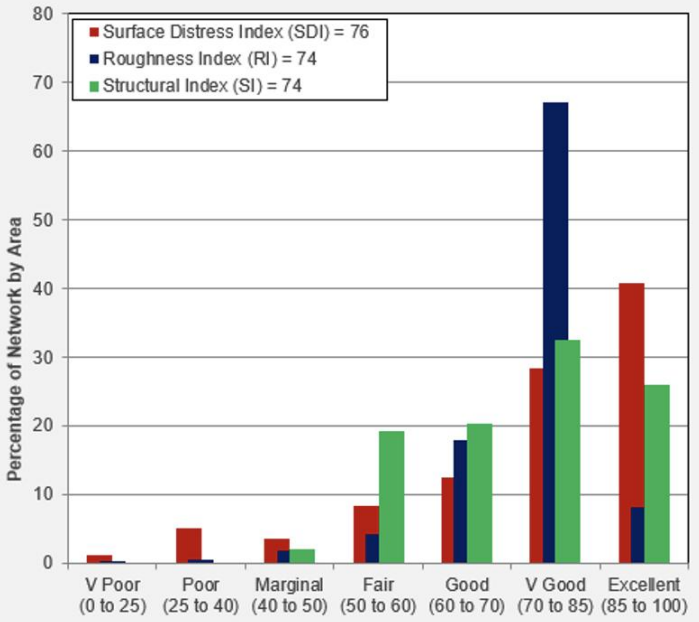
Pavement Type



Functional Class

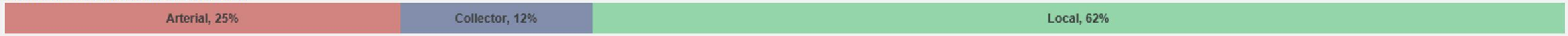


Index



Pavement Distribution by Area

Functional Classification Distribution



Pavement Type Distribution



ESA ™

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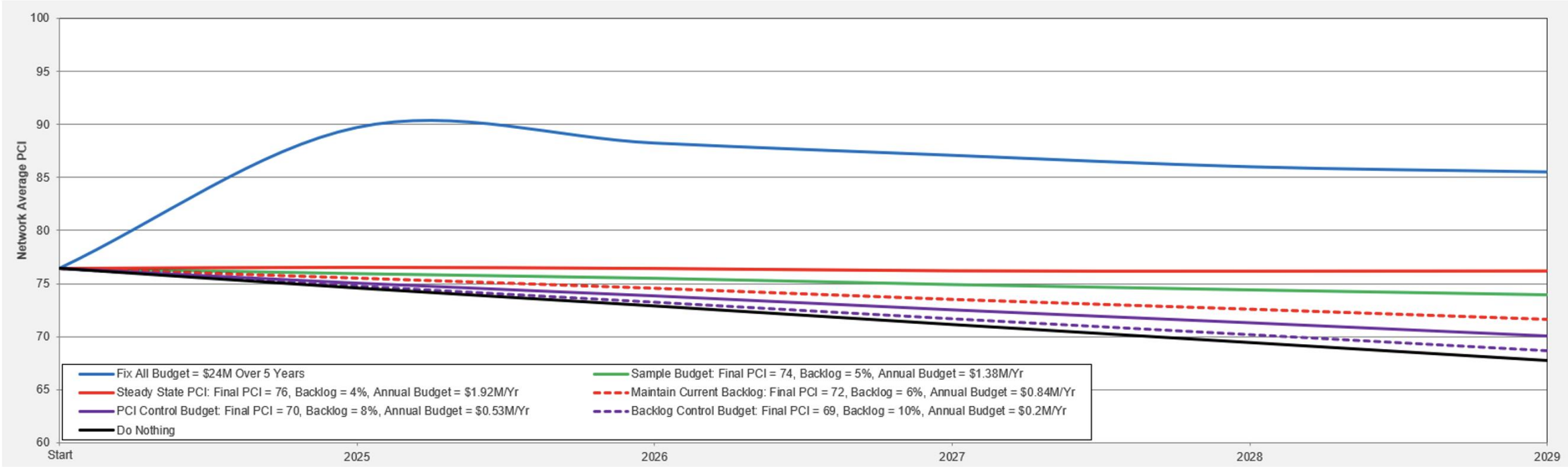
City of Sample, USA

Pavement Area (yd2)	2775k
Centerline Miles	142.7
Sections	1,270

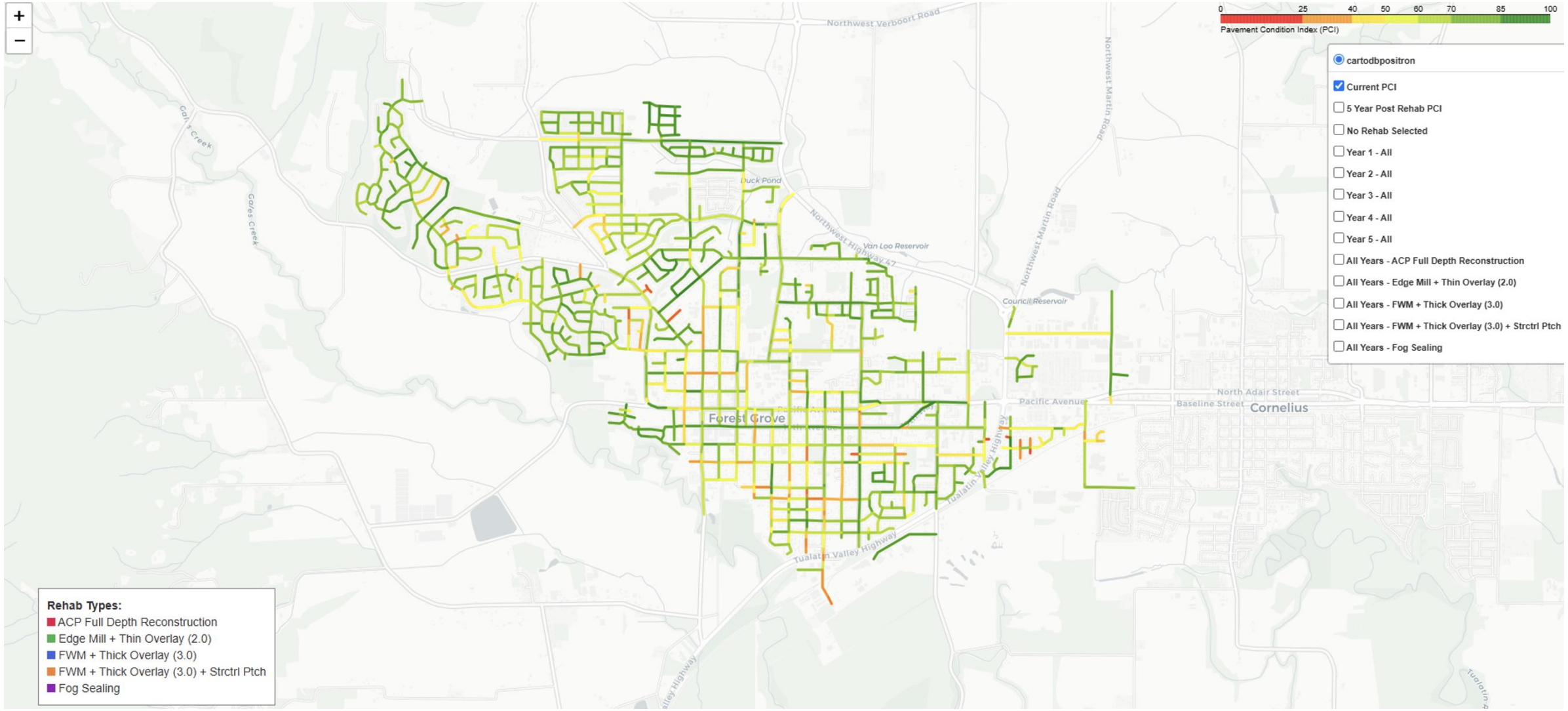
Survey date	Sep-24
Current PCI date	Jan-25

PAVEMENT MANAGEMENT PLAN - ANALYSIS PERIOD 2025 TO 2029

Annual PCI for Various Budget Levels



ESA ™


0 25 40 50 60 70 85 100
Pavement Condition Index (PCI)
cartodbpositron
Current PCI
5 Year Post Rehab PCI
No Rehab Selected
Year 1 - All
Year 2 - All
Year 3 - All
Year 4 - All
Year 5 - All
All Years - ACP Full Depth Reconstruction
All Years - Edge Mill + Thin Overlay (2.0)
All Years - FWM + Thick Overlay (3.0)
All Years - FWM + Thick Overlay (3.0) + Strctrl Ptch
All Years - Fog Sealing
Rehab Types:
ACP Full Depth Reconstruction
Edge Mill + Thin Overlay (2.0)
FWM + Thick Overlay (3.0)
FWM + Thick Overlay (3.0) + Strctrl Ptch
Fog Sealing
Forest Grove
Cornelius
Northwest Verboort Road
Northwest Martin Road
Northwest Highway 47
Van Loo Reservoir
Council Reservoir
Pacific Avenue
North Adair Street
Baseline Street
Tualatin Valley Highway
Duck Pond
Gales Creek

IMS Final Written Report (Optional)

By partnering with you and your team along the project lifecycle we deliver a final report and presentation, backed by data, conveying network needs to council. The 2025 final report will include the following:

- Discussion on why pavement management is important
- Discussion on funding sources and their impact on conditions
- A detailed explanation of the City's pavement management system logic
- Budgetary models for roadway network with planned work programmed

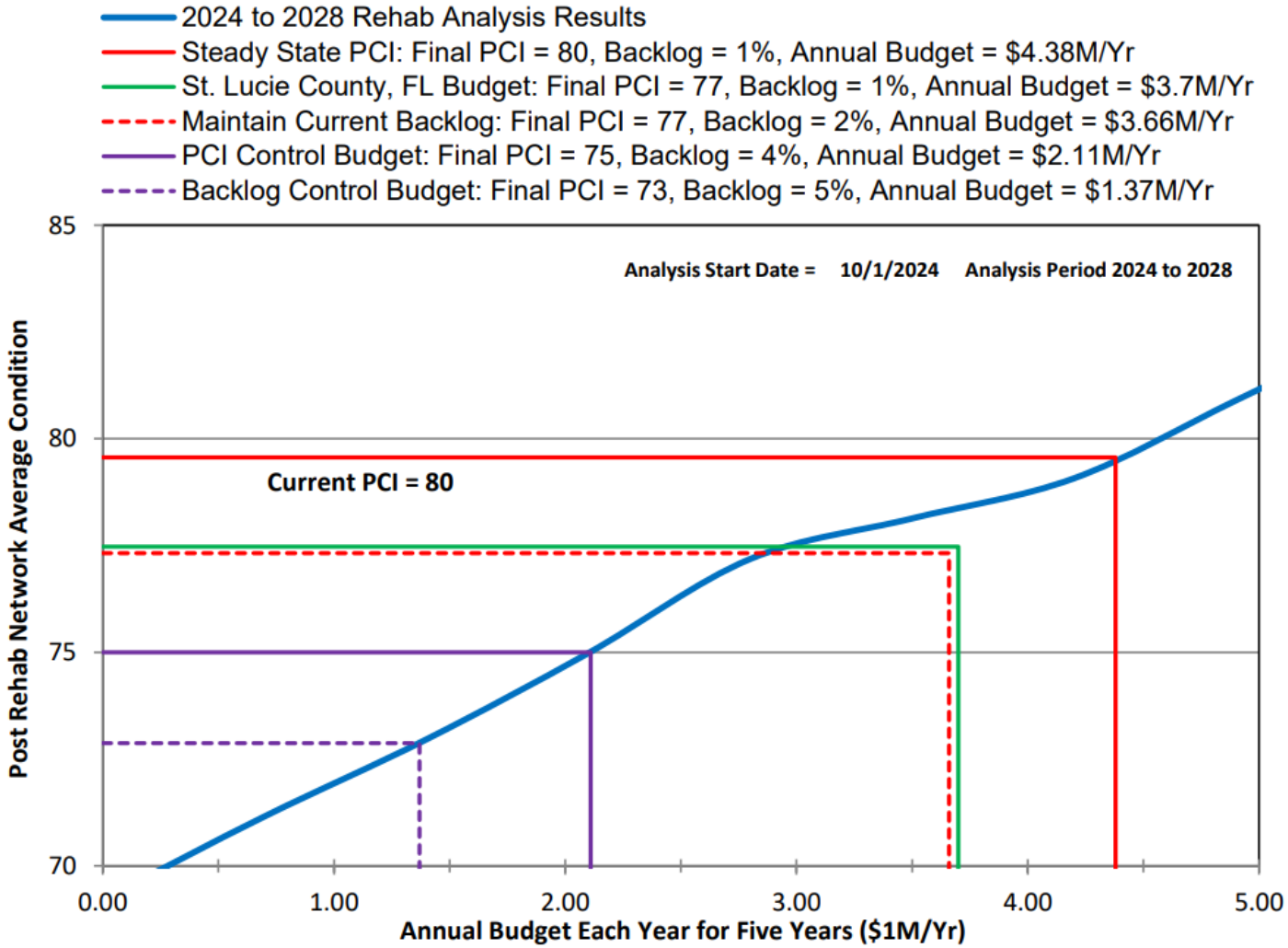


Figure 3 - PCI Based on Five-Year Annual Budget Funding Models

Why IMS



- We put our clients first, from award to final delivery
- Pavement management is all we do
- Our approach is designed from the ground up to deliver a quality road condition survey
- We are focused on your long-term success
- We can’t be beaten on quality or timelines
- Our clients are highly satisfied

WYDOT would recommend ICC to any entity looking to utilize their collection services. ICC’s team maintains **constant communication** and **exceptional client service**, making it apparent that they care as much about the **data quality** as WYDOT does.” *—Ethan Crockett, PE, Pavement Management and Research Engineer, WYDOT*

Throughout this project, the ICC team has provided DelDOT with **exceptional client service**. We especially appreciate their commitment to **timely data collection**, **transparent communication**, and **high-quality data deliveries**. It is without reservation that I recommend this team." — *Sarah McDougall, PE, DelDOT*

I appreciate ICC's **‘let's get it done correctly the first time’** attitude versus having a bottom dollar be your first concern and the data quality of little concern. I look forward to continuing our relationship. *—Robert Bush, Program Manager, ADOT*



Thank You

Ryan Robinson

+1 541 834-8400

rrobinson@icc-ims.com

icc-ims.com

KANSAS WORKFORCE ONE



Transforming Lives and Strengthening Business

The Local Area I Workforce Development Board exists to connect employers to a motivated workforce having skills to obtain and maintain meaningful employment throughout its 96-county community.

OUR BUSINESS SOLUTIONS

- Recruitment Services
- Job Fair Coordination
- On-the-Job Training
- Registered Apprenticeship Development & Funds
- Customized Training Funds
- Business & HR Workshops
- Layoff Aversion & Facilitation
- Assistive Technology & Accommodations Assistance
- Labor Market Information & Analysis

TO GET STARTED OR TO LEARN MORE INFORMATION CONTACT:

Tucky Allen

Business Services Director

(316) 303-2906

tucky@kansasworkforceone.org

KANSAS WORKS WORKFORCE CENTER

A proud partner of the AmericanJobCenter network

Kansas WorkforceONE is committed to nondiscrimination on the basis of disability in all counties, services and activities. Accommodations will be provided upon request. For more information, call Kansas WorkforceONE at 785-493-8018 TTY 1-800-766-3777.

www.ksworkforceone.org

@KansasWF1

KANSAS WORKFORCE ONE



Workforce Innovation & Opportunity Act

ON-THE-JOB TRAINING

What is WIOA?

WIOA is a Federal legislation designed to prepare youth and unskilled adults for entry into the labor force and to afford job training to economically disadvantaged individuals, to assist workers who have been dislocated and other individuals facing serious barriers to productive employment.

What is On-The-Job Training?

On-the-Job Training (OJT) allows employers to be reimbursed for up to 50% of a new hire's salary during a training period. This compensation covers training costs and lower productivity while participants learn essential job skills through productive work.

BENEFITS FOR BUSINESSES:

- Reimbursement for up to 50% of wages during training
- Reduce hiring and training costs
- Train employees while they work productively
- Flexible training length based on skills

ELIGIBILITY FOR BUSINESSES:

- The company has been in operations in the state of Kansas for the past 120 days.
- Is compliant on all Local, State and Federal obligations.
- Has not had any lay-offs in the past 12 months - ***Exceptions to this policy can be made for seasonal lay-offs or if recalls have occurred.***

In order to receive funds, it's important that you meet with an employment specialist prior starting a new employee.

How Does On-The-Job Training Work?

On-the-Job Training involves an Employment Specialist meeting with the job candidate and employer to confirm eligibility, define training tasks, and sign a contract. Once approved, the employer submits a monthly timesheet for training hours, and reimbursement is based on the reported hours.

Tucky Allen

Business Services Director

(316) 303-2906

tucky@kansasworkforceone.org

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KANSAS WORKFORCE ONE



Kansas WorkforceONE helping you achieve success!

Services are tailored to your needs and include the following:

- Resume & Interview Preparation
- Job Search Assistance
- Career Readiness Workshops
- Goal Setting
- Job Shadows
- Paid Work Experience
- Career and Interest Assessments
- Career Guidance and Counseling
- Out-of-Area Job Search & Relocation
- Adult Education
- Occupational Skills Training
- Internships & Apprenticeship
- On-the-Job Training
- Assistive Technology & Accommodations Support
- Job Search and Training
- Supportive Services
- Career Coaching

Scan the QR code or visit **ksworkforceone.org** to learn more about our services and get in touch with an Employment Specialist near you!

KANSAS WORKFORCE ONE

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KANSAS WORKFORCE ONE

A proud partner of the AmericanJobCenter network



BUSINESS SERVICES:

REGISTERED APPRENTICESHIP

Registered Apprenticeship is an employer-driven, "Earn while you Learn" model that combines on-the-job training (OJT) with related technical instruction that increases an apprentice's skill level and wages.

Programs range between 1-5 years. Length depends on target occupation and type of program model chosen by sponsor. Minimum of 144 hours of related technical instruction for every 2000 hours of OJT.

EMPLOYER BENEFITS:

- Employer-driven.
- Reduces the cost of hiring & training.
- Customized programs meet the needs of any business.

WHY REGISTERED APPRENTICESHIP:

- Upon Completion, participants receive a nationally recognized credential that certifies job proficiency.
- Enhanced employee retention: 91% of apprentices that complete the program are still employed 9 months later.

The University of Kansas recently published a groundbreaking return on investment (ROI) study, which found that employers receive a $2.49 return for every $1 invested in registered apprenticeship. With such a profound impact, it's no wonder that participation has grown more than 250% in just three years, having expanded from 280 to more than 1,000 employers!

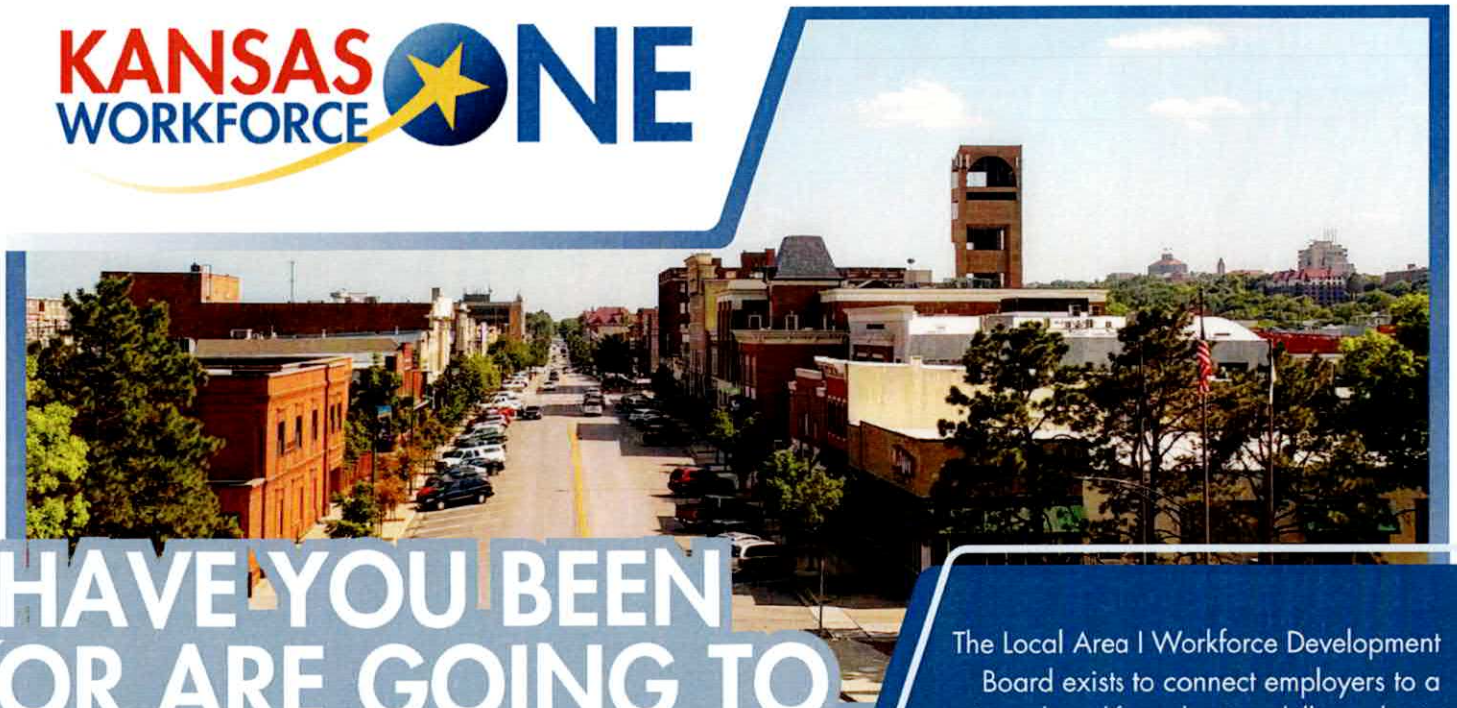
TO GET STARTED OR TO LEARN MORE INFORMATION CONTACT:

Contact the **Kansas Office of Registered Apprenticeship** to connect with one of our Registered Apprenticeship Coordinators:

https://ksapprenticeship.org
select "**GET IN TOUCH**"!

Kansas WorkforceONE is committed to nondiscrimination on the basis of disability in all counties, services and activities. Accommodations will be provided upon request. For more information, call Kansas WorkforceONE at 785-493-8018 TTY 1-800-766-3777.

KANSAS WORKFORCE ONE



HAVE YOU BEEN OR ARE GOING TO BE LAID-OFF?

The Local Area I Workforce Development Board exists to connect employers to a motivated workforce having skills to obtain and maintain meaningful employment throughout its 96-county community.

WE CAN HELP!

Our Services Include:

- Career Guidance & Exploration
- Job Search Assistance
- Resume & Interview Preparation
- Skills Training
- On-the-Job Training
- Registered Apprenticeship
- Unemployment & Resource Navigation

Our goal is to help you make the transition into a new career as quickly and seamlessly as possible!

NO NEED TO WAIT - REACH OUT TODAY!

(785) 493-8018

admin@kansasworkforceone.org

KANSAS WORKS WORKFORCE CENTER

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www.ksworkforceone.org

@KansasWF1

KANSAS WORKFORCE ONE



EMPOWERING TOMORROW'S LEADERS

How Kansas WorkforceONE can help:

- Career Exploration
- Job Search
- Financial Literacy
- Career Readiness
- Job Shadowing
- Work Experience
- Career and Interest Assessments
- Goal Setting
- Assistive Technology & Accommodations
- GED and High School Diploma Completion
- Tutoring
- Mentoring
- Occupational Skills Training Support
- Internships and Apprenticeship
- Entrepreneurial Skills Training
- Leadership Development
- Comprehensive Guidance and Counseling

Scan the QR code or visit **ksworkforceone.org** to learn more about our services and connect with an Youth Employment Specialist near you!

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KANSAS WORKFORCE ONE

WORK-BASED LEARNING

Opportunities for Students, Schools, and Businesses in your Community!



Kansas WorkforceONE will serve as the Work Based Learning (WBL) Intermediary in the 96-county region of Kansas. Our Work Based Learning team will coordinate, facilitate and ensure opportunities are available through local employers and businesses so that students will gain valuable work experience within the occupational industry where they have a career interest and academic goal.

Opportunity for Students

- Explore careers firsthand to see what fits.
- Build essential soft skills employers value.
- Gain real-world experience in their field of interest.
- Create connections that can lead to job opportunities.
- Observe and learn directly from industry professionals.
- Get exposure to careers available in their community.

Opportunity for Schools

- Provide meaningful, real-world experiences that prepare them for careers.
- Strengthen partnerships between businesses and communities.
- Boost student engagement and motivation.
- Retain students by offering hands-on learning options.
- Support improved graduation outcomes.

Opportunity for Businesses

- Influence and shape your future workforce
- Build a pipeline of skilled workers
- Strengthen recruitment for top emerging talent
- Preview potential employees in a real-world setting
- Enhance your reputation by supporting student growth

KANSASWORKS WORKFORCE CENTER

A proud partner of the AmericanJobCenter network

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HUMAN RESOURCES CONSULTING AGREEMENT

This Human Resources Consulting Agreement (the "Agreement") is made and entered into this 27th day of October, 2026, by and between:

Bourbon County, Kansas (client) and Millie Lipscomb (consultant).

1. Scope of Services

The Consultant agrees to provide human resources advisory and consulting services to the Company. Specific duties and deliverables include, but are not limited to:

- Conducting compliance audits and policy assessments.
- Assisting with Performance Review Forms.
- Reviewing, auditing or updating processes and procedures for Payroll Software.
- Drafting, updating, or reviewing Employee Handbooks and Policies.
- Assisting with structural reorganization, management advisory, or grievance procedures.
- Other services as defined and mutually agreed upon in writing.

2. Term and Termination

- **Effective Date:** This Agreement shall begin on November 1, 2026.
- This agreement will terminate on November 1, 2027, unless extended in writing by both parties.
- Either party may terminate this Agreement at any time, with cause, by providing 30 days written notice to the other party.

3. Compensation and Payment Terms

- The Company agrees to pay the Consultant a monthly recurring fee of $2,800.00.
- Invoices shall be submitted by the Consultant via email. The Company shall pay all undisputed invoice amounts within 15 days of receipt.

4. Expenses

- The Company shall reimburse the Consultant for pre-approved, reasonable business expenses (e.g., travel, meeting fees, materials) within 15 days of receiving an itemized receipt.

5. Independent Contractor Status

The Consultant is acting strictly as an **independent contractor**. Nothing in this Agreement shall create an employer-employee relationship, partnership, or joint venture. The

Consultant is solely responsible for paying all federal, state, and local taxes, insurance, social security, and workers' compensation requirements. The Consultant retains control over their tools, hours, methods, and general workflow.

6. Confidentiality and Data Protection

During the performance of services, the Consultant will have access to sensitive records, employee private information, and proprietary data. The Consultant agrees to maintain **strict confidentiality** regarding all such information and shall not disclose it to any third party without explicit written consent. This obligation survives the termination of this Agreement.

7. Intellectual Property

All work product, materials, templates, frameworks, and handbooks created specifically for the Company by the Consultant under this Agreement shall belong exclusively to the Company upon receipt of full payment. The Consultant retains the rights to any pre-existing methodologies or tools used to build the deliverables.

8. Governing Law

This Agreement shall be construed, interpreted, and governed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Human Resources Consulting Agreement as of the date first written above.

CLIENT / COMPANY REPRESENTATIVE:
Signature: _____
Printed Name: _____
Title: _____
Date: _____

CONSULTANT REPRESENTATIVE:
Signature: _____
Printed Name: _____
Title: _____
Date: _____

HUMAN RESOURCE CONSULTING AGREEMENT

This Human Resource Consulting Agreement (the "Agreement") is made and entered into this ____day of November, 2026, by and between:

Bourbon County, Kansas, Board of County Commissioners ("Client"); and

Millie Lipscomb, Fort Scott, Kansas ("Consultant").

Scope of Services

The Consultant shall provide human resource advisory and consulting services to Client, only as directed or authorized by the Bourbon County Commission acting as a governing body. The Consultant shall not independently initiate projects, undertake assignments, or expand the scope of services outside the request of the Commission. Consultant will Provide:

- Conduct compliance and policy audits and assessments.
- Assisting with the development or revision of Performance Review Forms and assisting leadership with performance reviews.
- Work with current staff reviewing, auditing, or recommending updates to payroll processes and procedures including recommendations to Payroll Software.
- Assistance, updating, and reviewing Employee Handbooks and Policies for review and approval of Commission.
- Providing Recommendations regarding organizational structure, management practices, and grievance procedures.
- Advising on employee-related matters, including discipline and employee documentation.
- Providing human resource support and guidance to elected officials and county staff.
- Assisting with personnel matters as they arise.
- Attending on-site meetings and participating in other meetings when requested
- Assisting with salary survey – all departments
- Provide Review of Job descriptions for all requirements and suggestions for updating.

Any additional services must be agreed upon by both parties in a signed writing before they are performed.

Response Time

The Consultant agrees to respond to concerns presented by the Client within twenty-four (24) hours of receiving notice of the concern, with recommended steps to address the Client's particular concern.

Term and Termination

- **Effective Date:** This Agreement shall begin on November 2, 2026.
- **Expiration:** This Agreement will terminate on October 31, 2027, unless extended in writing by both parties.
- **Early Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to the other party.

Compensation and Payment Terms

- The Client agrees to pay the Consultant a monthly recurring fee of $2,800.00.
- Invoices shall be submitted by the Consultant via email.

Expenses

- The Consultant is responsible for their own business expenses (e.g., travel, meeting fees, materials).

Independent Contractor Status

The Consultant is acting strictly as an independent contractor. Nothing in this Agreement shall create an employer-employee relationship, partnership, or joint venture. The Consultant is solely responsible for paying all federal, state, and local taxes, insurance, social security, and workers' compensation requirements. The Consultant retains control over their tools, hours, methods, and general workflow. The Consultant shall provide her own liability insurance.

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All work product, materials, templates, frameworks, and handbooks created specifically for the Client by the Consultant under this Agreement shall belong exclusively to the Client upon receipt. The Consultant retains the rights to any pre-existing methodologies or tools used to build the deliverables.

Limitations on Authority. The Consultant is engaged solely in an advisory and consulting capacity and shall have no independent authority to make decisions or take action on behalf of Bourbon County. The Consultant shall not direct, supervise, or discipline county employees; establish or change county policies or procedures; commit county funds; bind the County to any agreement or obligation; or make employment, personnel, or administrative decisions on behalf of the County.

The Consultant shall not accept assignments, instructions, or requests that expand the scope of this Agreement from any individual commissioner acting independently. Requests for services outside the scope of an assignment authorized by the Commission must be submitted to the Commission for authorization. Nothing in this Agreement shall be construed to grant the Consultant authority that is otherwise vested in the Commission, an elected official, or an authorized county officer or employee.

All recommendations, proposed policies, procedures, personnel actions, and other work products prepared by the Consultant shall be submitted to the appropriate authorized county official or the Commission, as applicable, for review and determination. The Consultant shall not implement recommendations or take action on behalf of the County without the required authorization.

Any additional services or material expansion of the scope of this Agreement must be approved by the Commission and documented in a written amendment signed by the parties.

Governing Law

This Agreement shall be construed, interpreted, and governed under the laws of the State of Kansas.

CLIENT: BOURBON COUNTY, KS	CONSULTANT: MILLIE LIPSCOMB
Signature: _____	Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____