



**Board of Riley County
Commissioners
Regular Meeting
Agenda
April 15, 2024**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. RCHD MCH Request to apply for additional funds
4. 2024 Asphalt Overlay Project- Blue River Hills and Stockdale Roads
5. EAP Contract Renewal for 2024
6. Action on Mobile Device Reimbursement Form
7. Proclamation for AmeriCorps Seniors RSVP Program 50th Anniversary
8. Sign Riley County Employee Action Form(s)
9. Approve payroll/accounts payables (when completed)

Review Minutes

10. Board of Riley County Commissioners - Regular Meeting - Apr 11, 2024 8:30 AM

Review Tentative Agenda

11. Tentative Agenda

Press Conference Topics

12. Discuss Press Conference

9:00 AM

Shelley Woodard, Deputy County Counselor

13. Animal Control Resolution

9:15 AM

David Adams, EMS/Ambulance Director

14. Staff Update

9:30 AM

Press Conference

15. Presentation of the Proclamation for Americorps Seniors RSVP Flint Hills Volunteer Center 50th Anniversary - John Ford and Lori Bishop (3-5 minutes)

9:40 AM Elizabeth Ward, Human Resources Director

16. Working session - Employee Procedures Manual proposal

10:10 AM Clancy Holeman, Counselor/Director of Administrative Services

17. Administrative Work Session
18. Pending County Projects County Counselor
19. Executive session to discuss confidential legal advice regarding potential litigation issues

10:30 AM Jessie Hubbard, Administrative Assistant II

20. Out of State Travel Request
21. Greater Manhattan Community Foundation Grant Agreements

10:35 AM Evan McMillan, Assistant County Engineer

22. Request to Fill Position-Solid Waste Operator II

10:40 AM Elizabeth Ward, Human Resources Director

23. Professional Appearance proposal

10:50 AM Clancy Holeman, Counselor/Director of Administrative Services

24. Executive session to discuss confidential legal advice regarding potential litigation issues

12:00 PM Law Enforcement Agency Meeting

25. Law Board Meeting Agenda

Adjournment

Announcements

The 2024 Kansas County Commissioners Association (KCCA) Annual Conference will be held April 16-18, 2024 at the Kansas Crossing Casino, Pittsburg, Kansas.

The Board of County Commissioners will not be in session on Thursday, April 18, 2024.

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



HEALTH DEPARTMENT
Grant

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: April 15, 2024

SUBJECT: RCHD MCH Request to apply for additional funds

PRESENTER: Breva Spencer

BACKGROUND

The Maternal and Child Health program applies for funding every year through the Aid to Local grant (which is due April 1). This includes funding for the MCH Home Visiting Program.

DISCUSSION

The MCH Home Visiting Program was notified last week that we could apply for additional funds through KDHE.. This additional funding is one-time only funding that must be expended by June 30, 2024. The due date for requesting the supplemental funding is April 15th at 12pm.

Currently, the Riley County MCH program has a bilingual social work intern whose internship will end on April 18, 2024. She has been an enormous asset to the program, staff, and Spanish speaking clients due to the fact she is able to interpret and provide education and support in English and Spanish. The need is undeniable and warrants continuation in some capacity beyond the internship due to the considerable benefits seen over the last 4 months. Over the last 18 months, there has been a consistent rise in the MCH Bilingual Navigator's Spanish speaking MCH Home Visiting caseload. The increase in client numbers greatly exceeds the average caseload for MCH home visitors and this position, although currently temporary, will be very useful during this period to assist with the caseload. Therefore, I'm requesting additional supplemental funding for a Temporary Bilingual MCH Home Visitor.

FISCAL IMPACT

The additional funding will equal about \$11,000 to pay for the Temporaray Bilingual MCH Home Visitor from April 29 - June 28 (9 weeks). This will cover salary and benefits. This is the amount MCH will apply for so there will be no cost to the county.

RECOMMENDATION(S)

I recommend the BOH approve the request to apply for additional funding for the MCH Home Visiting Program.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



PUBLIC WORKS
Contract

John Ellermann
Public Works
Director/County Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: April 15, 2024

SUBJECT: 2024 Asphalt Overlay Project- Blue River Hills and Stockdale Roads

PRESENTER: Evan McMillan, Assistant Public Works Director

On April 1, 2024, during the regularly scheduled Board of County Commissioners Meeting, Riley County Commissioners accepted the Bid from Shilling Construction Company, Inc., for the above referenced project. Attached for your approval is the contract with Shilling Construction Company, Inc., for the 2024 Asphalt Overlay Project in the amount of \$1,602,010.00, estimated project completion in 30 working days. The expected starting date for this project is May 1, 2024.

POSSIBLE MOTION(S)

Move to sign and approve the contract from Shilling Construction Company, Inc., in the amount of \$1,602,010.00.

Enclosures:

- Contract Asphalt Overlay and Bonds and POA Signature Shilling (PDF)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **the people of Riley County, Kansas**, acting through their **County Commissioners**, thereunto duly authorized to do so, party of the first part and hereinafter called the Owner, and **Shilling Construction Company Inc.**, party of the second part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with the law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents and has caused to be published in the manner and for the time required by law, an advertisement for and in connection with:

2024 Asphalt Overlay Program

in accordance with the drawings, specifications, and other contract documents prepared by Riley County, and

WHEREAS, the said Contractor in response to such advertisement has submitted to the Owner in the manner and at the time specified a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined, and canvassed the proposals submitted in response to the published invitation therefore, and as result of such canvass has determined and declared the aforesaid Contractor to be the best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and successors and the Contractor for itself, himself or themselves or its, his or their successors and assigns or its, his or their executors and administrators as follows:

ARTICLE I. The Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project in strict compliance with the plans, specifications, and other contract documents herein mentioned which are hereby made a part of the contract.

ARTICLE II. The contract comprises the contract documents listed as follows. In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern except as otherwise specifically stated:

- a. Agreement (this instrument), including Contractual Provisions attachment and Exhibits to the Agreement.

Attachment: Contract Asphalt Overlay and Bonds and POA Signature Shilling (14665 : Contract-2024 Asphalt Overlay)

b. Addenda to contract documents as follow:

Addendum No.	Dated

c. Legal and procedural documents.

1. Proposal
2. Instructions to Bidders.
3. Notice to Bidders.

d. Detailed specification requirements.

1. Special Provisions.
2. Supplemental Specifications.
3. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Divisions 150, 200, 300, 400, 500, 600, 700, 800, 900 and the Materials Division.

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

1. Special Provisions.
2. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Division 100, the General Clauses and Covenants.

g. Bonds.

1. Performance Bond.
2. Statutory Bond.
3. Bid Bond.

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within **30 (thirty) working days** as stated in his proposal.

ARTICLE IV. The Contractor shall at all times observe and comply with all Federal and State laws, local bylaws, ordinances, and regulations in any manner affecting the conduct of the work and all such orders or decrees as exist at present and those which may be enacted late by bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the Owner and all its officers, agents, representatives, and servants against any claim or liability from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself, his employees, or his subcontractors.

The Contractor shall comply with all applicable laws governing safety, health, and sanitation and shall provide all safeguard, safety devices, and protective equipment and take any other needed actions on his own responsibility necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

ARTICLE V. For the performance of work under this contract, the Owner has designated Riley County Engineer as a duly authorized agent to perform the duties of the Engineer as the duly authorized representative of the Owner. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and the work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the terms of the contract.

ARTICLE VI. The Owner shall have the right to terminate the employment of the Contractor after giving ten days written notice of termination to the Contractor and his surety in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all material, tools, and equipment thereon and may finish the work by whatever method and means he may select. The Owner may demand of the Contractor's surety that the surety proceed in place of the Contractor to complete the contract in accordance with the terms and provisions thereof. It shall be considered a default by the Contractor whenever he shall:

- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
- b. Disregard or violate important provisions of the contract documents or Engineer's instructions or fail to prosecute the work according to the agreed schedule of completion including extensions thereof.
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment, therefore.

ARTICLE VII. The Contractor may suspend work or terminate the contract upon ten days written notice to the Owner and the Engineer for any of the following reasons:

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no fault of the Contractor or his employees.
- b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.
- c. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.
- d. If the Owner should fail to pay the Contractor, any sum within 30 days after its award by arbitrators.

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above-mentioned Schedule of Bid Prices is in the amount of **One Million Six Hundred and Two Thousand and Ten Dollars and no Cents (\$1,602,010.00)**.

ARTICLE IX. Ten percent (10%) shall be deducted from each partial payment and retained by Riley County until the provisions of the contract and bond have been satisfied. If the work is progressing satisfactorily in accordance with the plans, this retainage may be reduced as the contract nears completion. At no time shall the retainage exceed five (5%) of the total contract amount.

ARTICLE X. The Contractor agrees to bond every subcontractor by the terms of the contract documents but in no way shall this be considered as creating any contractual relation between any subcontractor and the Owner.

ARTICLE XI. The Contractor shall purchase and maintain insurance in the following minimum amounts or the minimum amounts required by law, whichever is greater throughout this Agreement:

- a) Workers' Compensation and employer's liability insurance as required by the State of Kansas.
- b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the contractor or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d) Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage identified in items "b" and "c", and Contractor waives subrogation against Owner as to said policies.
- e) Contractor shall file (3) copies of certificates of aforementioned insurances with Owner through Engineer.

ARTICLE XII. This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and Contractor respectively and to his partners, successors, assigns, and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

John Ford, Chairman

CONTRACTOR



By



Title

Shilling Construction

Address

Company, Inc.

P.O. Box 1568
Manhattan, KS 66505

ATTEST: County Clerk

* * * * *

The contract and bond are in due form according to law and are hereby approved.

County Counselor

Attachment: Contract Asphalt Overlay and Bonds and POA Signature Shilling (14665 : Contract-2024 Asphalt Overlay)

Bond No. 100318390

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

that the Contractor Shilling Construction Company, Inc. of Manhattan, KS, as principal, and as surety Merchants National Bonding, Inc.

a corporation authorized under the laws of the State of Iowa

with general offices in Des Moines, IA

and authorized to transact business in the State of Kansas are held and firmly bound unto

Riley County, Kansas as Owner, in the penal sum of **One Million Six Hundred and Two Thousand and Ten Dollars and no Cents (\$1,602,010.00)** lawful money of the United States, for the payments of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 2024.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Agreement with Riley County,

Kansas as Owner, dated _____ day of _____, 2024, for the furnishing of all materials and labor and doing all the work of whatever kind necessary to construct a

2024 Asphalt Overlay Program

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said Agreement on the part of said principal to be performed, and shall hold the Owner harmless against all claims, loss of damage which it may sustain or suffer by reason of any breach of said Agreement by said principal, and if said principal shall maintain the improvements to be constructed by him as provided for in said Agreement and shall make good all defects in material and workmanship in the manner and for a period of one year, or such other period as provided for in the Contract Documents above referred to, then this obligation shall be void; otherwise to remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Agreement to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

Attachment: Contract Asphalt Overlay and Bonds and POA Signature Shilling (14665 : Contract-2024 Asphalt Overlay)

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

Shilling Construction Company, Inc.

Principal

Merchants National Bonding, Inc.

Surety

Attorney-in-fact
Sarah C. Brown



This instrument shall be executed in three (3) copies, all considered as originals. Date of this instrument shall not be prior to date of agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon.

Attachment: Contract Asphalt Overlay and Bonds and POA Signature Shilling (14665 : Contract-2024 Asphalt Overlay)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt ; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



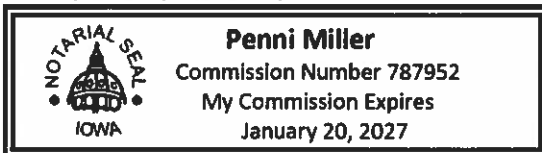
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2024.



William Warner Jr.
Secretary

STATUTORY BOND

K N O W A L L M E N B Y T H E S E P R E S E N T S

that the Contractor Shilling Construction Company, Inc., as principal, and as surety
Merchants National Bonding, Inc. a corporation authorized under the laws of the State of
Iowa with general offices in Des Moines, IA and authorized to transact
 business in the State of Kansas are held and firmly bound unto the State of Kansas in the penal sum of
One Million Six Hundred and Two Thousand and Ten Dollars and no Cents (\$1,602,010.00)
 lawful money of the United States, for the payment of which sum well and truly to be made, said
 principal and surety bind themselves, their heirs, administrators, executors, successors, and assigns,
 jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____ 20 24.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
 principal has entered into a written Agreement with **Riley County, Kansas** as Owner,
 dated _____, 20 24, for the furnishing of all materials and
 labor and doing all the work of whatever kind necessary to construct a

2024 Asphalt Overlay Program

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the
 Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal
 shall pay all indebtedness incurred for supplies, material, or labor furnished, used, or consumed in
 connection with or in or about the Construction or making of the above described improvement;
 including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly
 in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force
 and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of
 time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or
 the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it
 does hereby waive notice of such change, extension of time, alteration or addition to the terms of the
 Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation
 thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the
 Contract Documents.

Attachment: Contract Asphalt Overlay and Bonds and POA Signature Shilling (14665 : Contract-2024 Asphalt Overlay)

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

Shilling Construction Company, Inc.

Principal

Merchants National Bonding, Inc.

Surety

Attorney-in-fact
Sarah C. Brown



This instrument shall be executed in four (4) copies, all considered as originals. Date of this instrument shall not be prior to date of the agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon. OWNER shall file one copy with the Clerk of the District Court, in the district that the work is performed.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt ; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



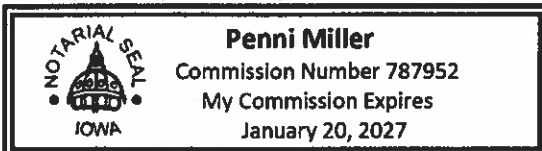
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2024.



William Warner Jr.
Secretary

Attachment to "Contract" Between Riley County (hereinafter "County"), and
 _____ (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated _____.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1 **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2 **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the contractor all regular contractual payments incurred

through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **LEASE/PURCHASE AGREEMENTS, LEASES WITH AN OPTION TO BUY, AND INSTALLMENT PURCHASE AGREEMENTS.** If the Contract to which this is attached is a lease-purchase agreement, a lease with an option to buy or an installment purchase agreement, pursuant to K.S.A. 10-1116b, County is obligated only to pay periodic payments or monthly installments under the contract as may be lawfully made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Pursuant to K.S.A. 10-1116c, if the foregoing Contract is for a term exceeding the current fiscal year of the County, the Contract must specify: (1) the amount or capital cost required to purchase the item if paid for by cash, (2) the annual average effective interest cost, and (3) the amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

7. **ANTI-DISCRIMINATION CLAUSE.** In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*

- 7.1 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 7.3 If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 7.4 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

8. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.

9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:
- General Liability Insurance \$500,000 per occurrence
 - Workers Compensation Per State Statutes
 - Employers Liability \$100,000 Bodily Injury By Accident
 - \$500,000 Bodily Injury By Disease
 - \$100,000 Bodily Injury by Disease
 - each employee
 - Business Auto (Owned & Non-Owned) \$500,000 Combined single limit per occurrence
 - Property/Contents Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor.

The Riley County Board of County Commissioners and Riley County, Kansas shall be named as an additional insured with respect to the General Liability and Business Auto insurance coverages. All of the foregoing coverages shall be issued by a company or companies licensed to do business in the state of Kansas.

14. **TERM AND TERMINATION.**

14.1 Term. This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

14.2 Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

14.3 Termination for Convenience. County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.

14.4 Payment Calculation Upon Termination. In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute.

15. INDEPENDENT CONTRACTOR RELATIONSHIP. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

16. **PERSONNEL.**

16.1 Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.

16.2 Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

16.3 Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

17. PROHIBITION OF CONFLICTS OF INTEREST.

17.1 Interest of Public Officials and Others. No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

A. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.

B. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

18. ASSIGNMENT. Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

19. SUBCONTRACTING. None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.

20. RECORDS, REPORTS AND INSPECTION.

20.1 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

A. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

B. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

21. **METHOD OF BILLING AND PAYMENT.**

21.1 Billing Procedures. Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

A. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 20.1, above.

B. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

C. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Contractor.

D. Mailing Address. Payments shall be mailed to Contractor's address as set forth herein.

22. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
23. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

Contractor

Shilling Construction
Company, Inc.
P.O. Box 1568
Manhattan, KS 66505By: _____
John Ford, Chairman_____
DateBy: 
Name: Eric Schuman
4/10/24

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: Contract Asphalt Overlay and Bonds and POA Signature Shilling (14665 : Contract-2024 Asphalt Overlay)



COUNTY CLERK & ELECTIONS
Contract > \$10K

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director
MEETING: April 15, 2024
SUBJECT: EAP Contract Renewal for 2024
PRESENTER: Elizabeth Ward

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Pawnee Mental Health Employee Assistance Program Contract 2024_FINAL (PDF)

Employee Assistance Program (EAP) CONTRACT FOR SERVICES

This is a contract for services between Pawnee Mental Health Services (hereafter Pawnee) and Riley County (hereafter Company). It is understood that Pawnee will provide certain counseling, educational, and administrative services as stated within this contract beginning April 5, 2024 and ending April 4, 2025.

EAP is designed to help individuals deal with personal problems before they negatively affect the individual's health, relationship, or work performance. It will address a wide variety of issues, including marital differences, stress, childcare issues, and other concerns. After conducting an initial assessment, the counselor will work with the individual to develop an action plan that focuses on solutions to their identified concerns. These sessions may include education, short-term counseling, support, and referrals to additional resources, if necessary. It does not provide a medical (psychiatric) diagnosis.

1. PAWNEE'S RESPONSIBILITIES

- A. Shall participate in the overall development and functioning of the Company's EAP. This includes initial training for management, supervisors, and employees on how to utilize EAP. Informational resources will be provided as requested.
- B. Shall provide consultation services to supervisors/managers concerning employee problems that can be addressed by the EAP.
- C. Shall provide brief evaluation, consultation, and referral sessions for each employee and/or family member (spouse and children) referred to the EAP. Maximum will be three (3) visits per presenting problem, per person, per year. Services may be accessed at any Pawnee office or via tele-video. This does not include specialized evaluations such as psychological testing, custody evaluations, psychiatric evaluations, medication evaluations, other court-ordered evaluations, intake evaluations, therapy or alcohol and drug evaluations or testing.
- D. Shall provide critical incident stress management via telephonic or on-site counseling.
- E. Shall provide health-fair support and make tabletop promotional material available.
- F. Shall provide utilization reports on a quarterly basis for any EAP services provided to your staff. Information will be de-identified.

- G. Shall designate an EAP Coordinator who is responsible for account management and an EAP Intake Manager who is responsible for managing all initial procedures and appointment scheduling.
- H. Shall not be responsible for any fees charged to employees or family members for services rendered because of the EAP referral process.
- I. Shall not reveal confidential information about the Company, its employees, management, operations, or services unless specifically released to do so in writing by a duly authorized officer of the Company or as required by law.
- J. Shall provide all services listed to active employees as well as employees who are separated but have opted to participate in COBRA continuation.

2. COMPANY'S RESPONSIBILITIES:

- A. Shall inform all employees of the Company's support of and participation in the EAP.
- B. Shall refer to Pawnee, persons who request services described herein provided by the EAP.
- C. Shall designate a Company point of contact who shall reasonably assist the Pawnee EAP Coordinator to develop and maintain the Company's EAP Program.
- D. Shall provide an average annual employee count to Pawnee at the beginning of the contract. This count should include any employees the company estimates it may refer to for EAP benefits.

3. AGREEMENT MODIFICATION AND TERMINATION

- A. Any changes in this agreement shall be mutually agreed to in writing by both parties and shall become part of this contract. Any proposed changes to the contract will be submitted in writing to the other party of the contract at least ninety (90) days prior.
The effective date of this agreement shall be April 5, 2024 and shall continue for a period of one year.
- B. "Written notice" as used herein shall be deemed to be given when emailed or deposited, postage paid, sent certified mail in the United States Mail, addressed to Company or Pawnee at their address or addresses set forth as follows:

Pawnee Mental Health Services
 PO Box 164
 Manhattan, KS 66505-0164
marketing@pawnee.org

Riley County
 110 Courthouse Plaza
 Manhattan, KS 66502
eward@rileycountyks.gov

4. UNDERSTANDING OF PRIVILEGED AND CONFIDENTIAL RELATIONSHIP

- A. Each of the parties hereto acknowledges that the relationship between employees of Pawnee and the employees of the Company are confidential and privileged and under no circumstances, except as required by law, will any employee of Pawnee divulge any part of any conversation, report or other information gleaned from an employee of Company without the prior written consent of such employee. The company hereby acknowledges that it is aware of this policy and agrees that same is acceptable to Company.

5. COMPENSATION TO PAWNEE

- A. Company will be charged \$1.00 per employee per month for twelve months at the signing of the contract in the total amount of \$3,600.00 for 300 employees; arrangements may be made for paying half of the amount at signing and at six months or for quarterly payments.

6. INDEMNIFICATION

- A. Company agrees to indemnify and hold Pawnee harmless for any cause of action brought against Pawnee and/or all claims, liabilities (including reasonable attorney's fees), loss, damages or judgments asserted against, imposed upon, or incurred by Pawnee arising out of acts or omissions of Company or its employees, agents, or representatives and/or Company's negligent performance or nonperformance of its obligations under this agreement to the extent allowed by law and without waiving any defense, immunity or limitation of liability available under the Kansas Tort Claims Act or other applicable law. *→ to Company cdh 4-8-2024*

- B. Pawnee agrees to indemnify and hold Company harmless for any cause of action brought against Company and/or all claims, liabilities (including reasonable attorney's fees), loss, damages or judgments asserted against, imposed upon, or incurred by Company arising out of

acts or omissions of Pawnee or its employees, agents, or representatives and/or Pawnee's negligent performance or nonperformance of its obligations under this agreement.

C. These obligations shall survive termination (for any reason) of this Agreement.

7. OPTIONAL ADDITIONAL ASSISTANCE PROGRAM SERVICES

The following services are available free of charge but need to be scheduled with our training team. Contact your EAP Coordinator for a referral.

Mental Health First Aid- an 8-hour certification course teaching the layperson how to provide basis "first aid" to persons experiencing a mental health issue.

Question. Persuade. Refer -- The 3 simple steps anyone can learn to help save a life from suicide. In this course, you will learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. 2-hour training.

De-Escalation -- Teaches you how to remain calm, use verbal communication strategies, create physical distance between themselves and community members and employ critical thinking skills to pivot to other tactics in response to changing dynamics. 4-hour training.

Entered this April 5, 2024 by the following who certify that they are duly authorized to execute and sign this agreement on behalf of their company.

Mike Rezkalla 4/1/2024

Mike Rezkalla
Chief Executive Officer
Pawnee Mental Health

Date

John Ford, Chair
Riley County Commissioner
Riley County

Date



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Director

MEETING: April 15, 2024

SUBJECT: Action on Mobile Device Reimbursement Form

PRESENTER: Elizabeth Ward, Human Resources Director

POSSIBLE MOTION(S)

Move to approve the Mobile Device Reimbursement Form(s).

Move to deny the Mobile Device Reimbursement Form(s).

Move to table the Mobile Device Reimbursement Form(s).

Enclosures:

- K Hensler Portable Comm Device Allowance 2024-04 (PDF)

Mobile Device Reimbursement Request Form

Employee Name: Katharine Hensler

Job Title: Director

Department: Museum

Cell Phone Number: 919-616-0094

Reimbursement Amount: ☐ \$25 ☐ \$40 ☒ \$65 Data Enabled (BOCC approval needed)

Employee Certification and Signature: I certify my position will require the use of my portable communication device that the county is reimbursing me for my expense. I will promptly report any changes in the level of those business use expenses to my Supervisor. I further certify that I have read, understood, and intend to comply with Riley County's Portable Mobile Device Policy.

Employee Signature: _____

Date: 04/09/2024

Supervisory Certification and Signature: I certify the requested reimbursement is needed for this employee, to cover work-related expenditures due to cell phone use, or other, as described above.

Supervisor Signature: _____

Date: _____

BOCC Designation: ☐ Approved ☐ Denied

BOCC Chair Signature: _____

Date: _____

Payroll Use Only

Start Date: _____

Terminate Current Monthly Allowance effective: _____

Updated March 2023



COUNTY CLERK & ELECTIONS
Proclamation

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Senior Administrative Assistant

MEETING: April 15, 2024

SUBJECT: Proclamation for AmeriCorps Seniors RSVP Program 50th Anniversary

PRESENTER: Lori Bishop, RSVP

POSSIBLE MOTION(S)

Move to sign the Proclamation for AmeriCorps Seniors RSVP Program Flint Hills Volunteer Center 50th Anniversary.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2024 Riley County Proclamation 50th anniversary (DOCX)

PROCLAMATION

AmeriCorps Seniors RSVP Program Flint Hills Volunteer Center

50th ANNIVERSARY

WHEREAS, Riley County RSVP (Retired & Senior Volunteer Program) was first established in the Manhattan area in 1974 with grant funding from the federal agency ACTION. RSVP worked to help keep seniors and retired persons active in the community; and

WHEREAS, The Retired & Senior Volunteer Program, now known as AmeriCorps Seniors RSVP, is the largest older adult volunteer (age 55+) program in the nation that provides older Americans the opportunity to apply their life experience to meeting community needs; and

WHEREAS, AmeriCorps Seniors RSVP volunteers serve in a diverse range of nonprofit organizations and public agencies, and AmeriCorps Seniors RSVP volunteers choose how, where, and when they want to serve, with commitments ranging from a few hours to 20 hours per week; and

WHEREAS, Riley County Council on Aging has served as the local sponsor of RSVP, supporting and promoting the volunteer opportunities available through the program; and

WHEREAS, 302 active AmeriCorps Seniors RSVP volunteers provided 29,667 hours of community service in 2023 with an estimated value of \$943,114 to our community. 9 volunteers have been active for over 20 years, 7 volunteers are between the ages of 90-99, 41 volunteers are retired veterans; and

WHEREAS, AmeriCorps Seniors RSVP volunteers provide food distributions, tax assistance, medical transportation rides, assistance at thrift stores and food pantries, suicide awareness, and more; and

WHEREAS, This year, the Flint Hills Volunteer Center celebrates the ***50th anniversary of the Retired & Senior Volunteer Program***.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Commissioners of the County of Riley, Kansas does hereby commemorate the ***50th Anniversary of the Retired & Senior Volunteer Program*** and recognizes and honors the AmeriCorps Seniors RSVP volunteers who contribute their time and wisdom to make our community stronger.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the seal of the County of Riley, Kansas to be affixed this 15th day of April 2024.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY KANSAS

Chair

Member

Member

ATTEST: _____
Rich Vargo, Riley County Clerk



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: April 15, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-04 EMS RSaeman EAF (DOCX)
- 2024-04 Fire TYoung EAF (DOCX)
- 2024-04 SW Operator DHughes EAF (DOCX)
- 2024-04 Elections AModin EAF (DOCX)
- 2024-04 Elections KLonker EAF (DOCX)
- 2024-04 P&D Clerical MMathis EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Rosalee Saeman**Status Change Date:** 04/15/2024**Status Change:** New Hire**Date of Hire:** 04/15/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Paramedic**Position Type:** Full Time**Pay Range:** PARAM**Pay Type:** Hourly**Base Rate:** \$22.80**Annualized Pay:** \$84,360**Funds Codes:** 1 – County General, 20 – EMS/Ambulance**Supervisor:** John Talley**Department Head:** David Adams

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-04 EMS RSaeman EAF (14668 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Thomas Young**Status Change Date:** 04/22/24**Status Change:** New Hire**Date of Hire:** 04/22/24**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Fire Fighter Stipend**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183 – Riley County Fire District #1, 183 – Fire District #1**Supervisor:** Douglass Russell**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-04 Fire TYoung EAF (14668 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: David Hughes**Status Change Date:** 05/10/2024**Status Change:** Separation**Date of Hire:** 09/13/2006**Seniority:** 17 Year(s), 6 Month(s)**Position:** Solid Waste Operator II**Position Type:** Full Time**Pay Range:** Range 7**Pay Type:** Hourly**Base Rate:** \$32.06**Annualized Pay:** \$66,684.80**Funds Codes:** 150 – Solid Waste, 150 – Solid Waste**Supervisor:** Evan McMillan**Department Head:** John Ellerman

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-04 SW Operator DHughes EAF (14668 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Ava Modin**Status Change Date:** 04/30/2024**Status Change:** Separation**Date of Hire:** 09/21/2023**Seniority:** 0 Year(s), 6 Month(s)**Position:** Election Clerical Assistant**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000**Funds Codes:** 1 – County General, 19 - Election**Supervisor:** Anita Cook**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-04 Elections AModin EAF (14668 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Kelly Lonker**Status Change Date:** 04/19/2024**Status Change:** Separation**Date of Hire:** 10/10/2022**Seniority:** 1 Year(s), 10 Month(s)**Position:** Elections Clerical Assistant**Position Type:** Part Time**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.17**Annualized Pay:** \$15,170.00**Funds Codes:** 1 – General, 19 - Elections**Supervisor:** Anita Cook**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-04 Elections KLonker EAF (14668 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Molly Mathis**Status Change Date:** 04/15/2024**Status Change:** New Hire**Date of Hire:** 04/15/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Planning/Development Clerical Assistant**Position Type:** Part Time**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000.00**Funds Codes:** 1 – County General, 24 – Planning & Development**Supervisor:** Amanda Webb**Department Head:** Amanda Webb

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-04 P&D Clerical MMathis EAF (14668 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
April 22, 2024**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Proclamation for National Drug Endangered Awareness Day

Review Minutes

Press Conference Topics

Review Tentative Agenda

9:00 AM

Robbin Cole, Pawnee Mental Health Services Director

2. Pawnee Mental Health Services update

9:15 AM

Bob Isaac, Planner

3. Public hearing for Lakewood Addition Unit Five Plat

9:30 AM

Press Conference

4. Presentation of National Drug Endangered Awareness Day
Proclamation - John Ford and Julie Gibbs (3-5 minutes)

9:50 AM

Amanda Webb, Planning/Special Projects Director

5. Comprehensive Plan update

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

10:30 AM

Amanda Webb, Planning/Special Projects Director

7. Public hearing to review and approve the Solid Waste Management
Plan 5-year update

Attachment: 04-22-24 tentative agenda (14194 : Tentative Agenda)

12:00 PM Intergovernmental Luncheon

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 04-22-24 tentative agenda (14194 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
April 25, 2024**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Barry Wilkerson, County Attorney

1. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:35 AM

Cory Meyer, IT/GIS Director

3. Staff update

9:50 AM

Megan Lewis, Interim Community Corrections Director

4. Staff update

10:05 AM

Vivienne Leyva, PIO

5. PIO update

10:20 AM

Alvin Perez, Public Works Operations and Fleet Manager

6. Bid opening for asphalt seal oil

Adjournment

Attachment: 04-25-24 tentative agenda (14194 : Tentative Agenda)

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Resolution

Clancy Holeman
Counselor/Director of
Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

RESOLUTION

FROM: Shelley Woodard, Deputy County Counselor

MEETING: April 15, 2024

SUBJECT: Animal Control Resolution

PRESENTER: Shelley Woodard, Deputy County Counselor

BACKGROUND

The current animal control resolution was adopted by the Riley County Board of County Commissioners on March 3, 1988. A group of stakeholders put together a draft resolution that more closely aligned with the City of Manhattan. In February 2024 the Board reviewed a draft to update the resolution and made recommendations for updates based on department head feedback.

DISCUSSION

This proposed resolution was revised to incorporate recommendations from the Board at the previous meeting. Some of the highlighted changes include removing the references to the Code Enforcement Officer, removing the pet license requirements, and requiring access to food and water if a dog is otherwise lawfully tether.

FISCAL IMPACT

Unknown

RECOMMENDATION(S)

It is recommended the Board review the resolution and either vote to adopt the resolution, or

provide additional feedback and requested changes.

POSSIBLE MOTION(S)

1. Move to adopt the resolution.
2. Move to adopt the resolution with the following changes:

Enclosures:

- Riley County Animal Control Resolution 041524 (PDF)

RESOLUTION NO. 041524-__

A RESOLUTION PROVIDING FOR THE CONTROL OF ANIMALS WITHIN RILEY COUNTY, KANSAS IN THE UNINCORPORATED AREAS OF RILEY COUNTY

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS:

ARTICLE I. GENERAL PROVISIONS**Section 1. Definitions.**

As used in this Resolution, unless the context otherwise requires:

- (a) **Animal** means every living vertebrate except a human being or farm animal.
- (b) **Animal Control Officer** means any person employed by, contracted with or appointed by the county for the purpose of aiding in the enforcement of this resolution, or any other law or ordinance relating to the licensing or permitting of animals, control of animals, or seizure and impoundment of animals.
- (c) **Carcasses of animals or farm animals** means bodies, or any part or portion of dead animals or farm animals not slaughtered for human food.
- (d) **Cat** means an animal which is of the species *Felis domesticus*.
- (e) **County** means the unincorporated areas of Riley County.
- (f) **Court** means Riley County District Court.
- (g) **Dog** means an animal which is of the species *Canis familiaris*.
- (h) **Euthanasia** means the humane killing of an animal by any Animal Control Officer, Law Enforcement Officer, Owner, Code Enforcement Officer, or officer of an animal shelter by any means, method, agent or device, or in any way, which complies with the most current, approved euthanasia methods established by the American Veterinary Medical Association Panel on euthanasia.
- (i) **Farm animal** means an animal raised on a farm or ranch and used or intended for use as food or fiber.
- (j) **Impound** means taken into custody by the Animal Control Authority or the organization authorized to enforce the animal control law of this jurisdiction.
- (k) **Law Enforcement Officer** means any person who by virtue of office or public employment is vested by law with a duty to maintain public order and safety, and to make arrest for violation of the laws of the state of Kansas or resolutions of any county.
- (l) **Owner** means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal.
- (m) **Pet Cemetery** means land used for the burial of deceased animals and dedicated for cemetery purposes, including columbariums, crematoriums, mausoleums, mortuaries, and licensed taxidermist.
- (n) **Severe Injury** means disfigurement, protracted impairment of health, or impairment of the function of any bodily organ.

Section 2. Keeping and Harboring of Dogs.

Any person who shall allow any dog to habitually remain or to lodge or to be fed within his or her home, store, yard, inn or enclosure located in the county shall be deemed and considered as keeping and harboring such dog within the meaning of the resolution.

Section 3. Keeping and Harboring of Cats.

Any person who shall allow any cat to habitually remain or to be fed within his or her home, store or inn located in the county shall be deemed and considered as keeping and harboring such cat within the meaning of the resolution.

ARTICLE II. RABIES VACCINATION

Section 1. Anti-Rabies Vaccination Required.

- (a) Any person keeping or harboring a dog as defined by Article I, Section 2 shall be required to obtain and have in their possession a certificate issued by a licensed veterinarian showing that such dog has been vaccinated or inoculated with a recognized anti-rabies vaccine this is up to date. A killed-virus vaccine inoculation will be considered an acceptable vaccination for only one (1) year. A modified-living-virus vaccine inoculation will be considered an acceptable vaccination for a period of three (3) years.
- (b) Any person who shall keep or harbor a cat as defined by Article I, Section 3 shall be required to obtain and have in their possession a certificate issued by a licensed veterinarian showing that such cat has been vaccinated or inoculated with a recognized anti-rabies vaccine and showing that the inoculation so administered to such cat is up to date. A killed-virus vaccine inoculation will be considered an acceptable vaccination for only one (1) year. A modified-living-virus vaccine inoculation will be considered an acceptable vaccination for a period of three (3) years.

ARTICLE III. ANIMAL CARE AND CONTROL

Section 1. Nuisance.

- (a) It shall be unlawful for the Owner of any dog or cat to keep or maintain such dog or cat within the county, so as to constitute a Nuisance. For the purpose of this section, "Nuisance" is defined as any dog or cat which:
 - (1) Molests or interferes with persons in the public right-of-way or chases vehicles;
 - (2) Attacks or injures persons, any domestic animal, or any farm animal;
 - (3) Damages public or private property other than that of its Owner or harbinger by its activities or with its excrement;
 - (4) Scatters refuse that is bagged or otherwise contained;
 - (5) Causes any condition which threatens or endangers the health or well-being of people or other animals;
 - (6) Causes a disturbance by loud, frequent and habitual barking, howling, yelping, mewing or screeching.
- (b) There shall be a rebuttable presumption that a Nuisance is created if any person keeps or harbors more than four (4) dogs or cats, or a combination of both, over the age of ninety (90) days, upon any premises unless such premises are licensed as a kennel by Riley County.

Section 2. Running At Large.

It shall be unlawful for the Owner or other responsible person of any dog to permit such dog to run at large in the county at any time. For purposes of this section, running at large is defined as being outside or off of the premises of the Owner or other responsible person, or not under control of the Owner or other responsible person capable of restraining such dog, and is being a Nuisance pursuant to Article III Section 1. Control is defined as that action necessary to restrain or govern a dog so that the dog does not injure or pose a threat to itself, any person, any other animal, or property.

Section 3. Impounding.

Any dog found running at large in the county as that term is defined in Section 2 of this Article, may be captured and Impounded by any Law Enforcement Officer, Animal Control Officer, or Code Enforcement Officer, and taken to the animal shelter.

Section 4. Restrictions on Tethering Dogs.

- (a) **Tether** or **tethering** shall mean attaching a leash, rope, chain, lead, tether or other similar apparatus or device to the body of an animal and another object for the purpose of confining the animal or limiting the movement of the animal.
- (b) It shall be unlawful to tether a dog unless the leash, rope, chain, lead, tether, or other similar apparatus, is at least ten feet long, and such leash, rope, chain, lead, tether or other similar apparatus, including any assembly or attachments thereto, weighs no more than one-eighth of the dog's body weight. Dogs shall be tethered in such a manner as to prevent injury, strangulation, or entanglement on fences, trees, or other manmade or natural obstacles and must have access to adequate food and water.

Section 5. Abandonment.

It shall be unlawful for any person to leave within the county any dog, cat, or other animal and abandon the same such as to allow it to run at large.

Section 6. Management of Animal Exposed to Rabies; Quarantine.

- (a) Whenever any animal has bitten a person, it shall be the duty of the Owner, keeper or harbinger of such animal, or any Animal Control Officer, Law Enforcement Officer, or any other person having knowledge of such incident to report the same to the health officer who may order that the animal be quarantined on the Owner's premises or Impounded at the Owner's expense for a period of not less than ten days, and until such time as the health officer finds that such animal shows no evidence of having rabies. If any Animal Control Officer, Law Enforcement Officer, or any other person has reason to believe that an animal in the county has the symptoms of rabies, such person shall immediately notify the health officer who in turn may order that the animal be quarantined on the Owner's premises or Impounded at the Owner's expense for a period of not less than ten days or until such time as the health officer finds that such animal shows no evidence of having rabies. If it is determined in either case that such animal is suffering from rabies, it shall be forthwith destroyed; otherwise, it shall be released from quarantine.

- (b) As used in this section, **exposed to rabies** means a bite, scratch or abrasion by a known or suspected rabid animal, or open wound or mucous membrane contact with the saliva or brain tissue from a known or suspected rabid animal.
- (c) Any Animal Control Officer, Law Enforcement Officer or local health officer, upon private or public property, may take up any animal which has exposed to rabies a person or other animal.
- (d) The animal shall be managed in a manner as described in rabies bite protocol adopted by the health officer.

Section 7. Dead Animals.

- (a) It shall be the duty of the Owner of any dead animal, within 24 hours after death of such animal, to bury the same in the ground with at least a two (2) foot dirt cover and in such manner as not to constitute a Nuisance. As an alternative to burial, the Owner may employ a licensed pet cemetery or a licensed veterinarian to dispose of any dead animal. This subsection shall not be applicable to farm animals.
- (b) It shall be unlawful to drag or cause to be dragged along any township, county, or private road the carcass of any dead animal. This subsection shall not be applicable to farm animals.

ARTICLE IV. VICIOUS, DANGEROUS, OR POTENTIALLY DANGEROUS DOG

Section 1. Definitions.

For purposes of this Article, the term:

- (a) **Dangerous Dog** means any dog that
 - (1) Causes a serious injury to an animal; or
 - (2) Has been previously adjudicated as a Potentially Dangerous Dog and engages in behavior that poses a threat to public safety as described in subsection (b) of this section. Any previous Potentially Dangerous Dog adjudication shall be considered a “previous adjudication”, regardless of any reclassification review pursuant to Section 5 (e) of this Article; or has previously entered into a diversion agreement in lieu of further proceedings for a Potentially Dangerous Dog violation pursuant to Article VI, Section 2.
 - (3) Has previously entered into a diversion agreement in lieu of further proceedings for a Potentially Dangerous Dog violation pursuant to Article VI, Section 2.
 - (4) Is a Fighting Dog as defined by Article V, Section 2 (b) (1)
- (b) **Potentially Dangerous Dog** means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:
 - (1) Causing an injury to a person or animal that is less severe than a Severe Injury; or
 - (2) Without provocation, chasing or menacing a person or animal in an aggressive manner; or
 - (3) Acts in a highly aggressive manner within a fenced yard/enclosure and appears to a reasonable person able to jump over or escape.
- (c) **Proper enclosure** means such dog is securely kept indoors or in a securely enclosed and locked pen or dog run area made of at least nine-gauge chain link with no more than one-inch spacing.

Said pen or run must be locked with a key or combination lock whenever such dog or dogs are within the structure. Said pen or dog run area must have sides six (6) feet high and be secured over the top. If the pen or dog run area has no bottom secured to the sides, the sides must be embedded into the ground no less than one (1) foot deep. No Dangerous Dog or Potentially Dangerous Dog may be kept on a porch, patio, or in any part of a structure that would allow the dog to exit the structure on its own volition. No Dangerous Dog or potentially Dangerous Dog may be kept in a structure when the windows are open or when screened windows or doors are the only obstacle preventing the dog from exiting the structure.

(d) **Responsible person** means a person at least 18 years old who is familiar with the dog and has the size and capability to keep the dog under complete control at all times.

(e) **Vicious Animal** means any animal which has caused Severe Injury to any person.

Section 2. Adjudication of a Dangerous Dog or Potentially Dangerous Dog.

- (a) Adjudication of whether or not a dog is a Dangerous Dog or Potentially Dangerous Dog shall be commenced by complaint in Riley County District Court, with notice, service of process, and trial conducted pursuant to the Code for the Enforcement of County Codes and Resolutions pursuant to K.S.A. 19-4701 et seq. The county shall have the burden to determine the dog's status by clear and convincing evidence. The failure of the Owner to attend or participate in the court proceedings shall not prevent the judge from making the appropriate adjudication concerning the dog. The Owner shall be notified in writing of the court's determination.
- (b) An Animal Control Officer, or Law Enforcement Officer shall be authorized to immediately Impound a dog whose behavior is personally viewed by the officer, conforms to the factors listed in Article IV, Section 1(a) for a Dangerous Dog or the factors listed in Article IV, Section 1(b) for a Potentially Dangerous Dog, and cannot be securely restrained by the Owner to protect public safety. If the officer has reasonable belief that the Owner will not make the dog available as evidence for any subsequent hearing, the officer is authorized to immediately Impound the dog. Within 24 hours of Impounding the dog, the officer shall serve on the Owner a complaint and notice to appear. The hearing date shall not be less than two days nor more than eight days following the date of service upon the Owner. At the hearing, the Owner may request review of the dog's Impoundment. Failure to provide the Owner with legal process within 24 hours shall not be grounds for dismissal if the Owner knowingly and willfully obstructed, resisted, or opposed any person authorized by law to serve process.
- (c) Any Impounded dog may be released pending adjudication if the Owner meets the following requirements: (1) pay all Impoundment and redemption fees; (2) comply with the provisions of Article IV, Section 5(a) if dog is alleged to be a Potentially Dangerous Dog or Article IV, Section 5(b) if dog is alleged to be a Dangerous Dog; and (3) post a \$2,500.00 cash or performance bond guaranteeing the dog will not leave Riley County. The Court may refuse to release the dog if the Court determines the dog poses a threat to the public that is unreasonable.
- (d) If the dog has been Impounded pending the adjudication by the court and is subsequently adjudicated to be a Dangerous Dog or Potentially Dangerous Dog, the dog shall remain Impounded until the Owner has complied with Section 5 of this Article and paid Impoundment and redemption fees pursuant to the most recently adopted fees at the time Impoundment started. See Section 9 of this Article for animals adjudicated to be vicious.

- (e) If the dog is determined not to be a Vicious Animal, Dangerous Dog, or Potentially Dangerous Dog, the Owner shall not pay any Impoundment fees.
- (f) If the case is diverted or dismissed by agreement of the parties without adjudication, the Owner shall pay all Impoundment and redemption fees as a condition of diversion or dismissal, unless the Court establishes an approved payment plan.
- (g) If the Owner fails to comply with the provisions of this Article as ordered by the Court and found in contempt after notice to Owner and opportunity for a hearing, the Owner shall be deemed to have abandoned the dog and the Court shall issue a pick-up order for the dog. The Court shall have the right to dispose of the dog in any manner it determines to be applicable, including the euthanasia of the dog.
- (h) In addition to any penalties the Court may prescribe for violation of this Article, if the Court finds, after notice to the Owner and opportunity for hearing, that such dog represents a continuing threat of serious injury to persons or domestic animals either because the Owner is unlikely to comply with the provisions of the section or because even with compliance with this section the dog poses a threat to the public that is unreasonable, the court shall order such dog euthanized.
- (i) If a dog which is the subject matter of a pending Potentially Dangerous Dog, Dangerous Dog, or Vicious Animal case is charged with a subsequent violation of this resolution, the Court may consolidate the cases for purposes of adjudication.

Section 3. Exceptions.

No dog shall be declared a Dangerous Dog, or Potentially Dangerous Dog if:

- (a) The dog was used by a law enforcement official for legitimate law enforcement purposes;
- (b) The threat, injury, or damage was sustained by a person:
 - (1) Who was committing, at the time, a trespass or other tort upon the premises lawfully occupied by the Owner of the dog;
 - (2) Who was provoking, tormenting, abusing, or assaulting the dog, or its offspring, or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog or its offspring; or
 - (3) Who was committing or attempting to commit a crime; or
- (c) The dog was:
 - (1) Responding to pain or injury; or
 - (2) Protecting or defending a human being within the immediate vicinity of the dog from an attack or assault.

Section 4. Consequences of a Dangerous Dog or Potentially Dangerous Dog Determination.

- (a) If the Court determines that a dog is a Potentially Dangerous Dog under Section 2 of this Article, the Owner shall comply with the provisions of Sections 4 and 5(a) & (c) of this Article and any other special security or care requirements the court may order.

- (b) If the Court determines that a dog is a Dangerous Dog under Section 2 of this Article, the Owner shall comply with the provisions of Sections 4 and 5(b) & (c) of this Article and any other special security or care requirements the court may order.
- (c) The Court may require Impoundment of the dog until the Owner of the dog has satisfied all the requirements of the certificate of registration pursuant to Section 5 of this Article. The requirements must be met within thirty (30) days. If, after thirty (30) days, the Owner has not satisfied all the requirements of the certificate of registration pursuant to Section 5 of this Article, the dog shall become the property of the county. The county shall have the right to dispose of the dog in any manner it determines to be appropriate, including euthanasia of the dog. Upon disposal or euthanasia of the dog by the county, the Court shall order the dog's Owner to pay all Impoundment, redemption, and euthanasia fees.

Section 5. Dangerous Dog and Potentially Dangerous Dog Registration and Handling Requirements.

- (a) The County Clerk or his/her designee shall issue a certificate of registration to the Owner of a Potentially Dangerous Dog if the Owner satisfactorily establishes that:
 - (1) The Owner of the Potentially Dangerous Dog is 18 years of age or older;
 - (2) An up to date rabies vaccine has been administered for the Potentially Dangerous Dog pursuant to Article II, Section 1;
 - (3) The Owner has a proper enclosure to prevent the entry of any person or animal and the escape of said Potentially Dangerous Dog pursuant to Article IV, Section 1(c) as verified by animal control;
 - (4) The Owner of a Potentially Dangerous Dog shall display the following sign on the premises where the dog is kept: a clearly visible written warning sign using the words "Beware of Dog". The sign shall be visible from the road right-of-way or 50 feet, whichever is less. In addition, the sign shall be posted on the proper enclosure of such dog. Animal Control shall have the discretion to require placement of additional signs. Animal Control shall verify the use, placement, and visibility of the signs.
 - (5) The Owner has paid an annual fee to the County Clerk in an amount of \$50.00 to register the Potentially Dangerous Dog;
 - (6) The Potentially Dangerous Dog has been spayed or neutered;
 - (7) The Potentially Dangerous Dog has been implanted with a microchip containing Owner identification information. The microchip information must be registered pursuant to Article IV, Section 5(c) below; and
 - (8) The Potentially Dangerous Dog Owner shall enter into and successfully complete a responsible dog Owner class approved by the Court.
- (b) The County Clerk or his/her designee shall issue a certificate of registration to the Owner of a Dangerous Dog if the Owner, in addition to satisfying the requirements for registration of a Potentially Dangerous Dog pursuant to Article IV, Section 5 (a) of this resolution, satisfactorily establishes that:
 - (1) The Owner has paid an annual fee to the County Clerk in the amount of \$100.00 to register the Dangerous Dog;
 - (2) The Owner of the Dangerous Dog has written permission of the property owner or homeowner's association where the Dangerous Dog will be kept if applicable;

- (3) The Owner will maintain the Dangerous Dog exclusively on the Owner's property except for medical treatment or examination; and
 - (4) The Owner of the Dangerous Dog shall display the following two signs on the premises where the dog is kept: (1) a clearly visible written warning sign using the words "Beware of Dog", and (2) a conspicuous warning sign displaying the word "warning" at the top of the sign in white capital letters on a red background, the picture of a "dangerous dog" inside a red circle on a white background in the middle portion of the sign, and the words "dangerous dog" in black capital letters on a white background at the bottom of the sign. The signs shall be visible from the road right-of-way or 50 feet, whichever is less. In addition, the two signs shall be posted on the proper enclosure of such dog. Animal Control shall have the discretion to require placement of additional signs. Animal control shall verify the use, placement, and visibility of the signs.
 - (5) The Owner shall be required to purchase and the Dangerous Dog shall wear at all times a red/yellow "candy striped" dangerous dog collar.
 - (6) Any Owner of a Dangerous Dog shall maintain liability insurance in the single-incident amount of \$100,000.00 for serious injury or death of any person, or for damage to property which may result from actions of the Dangerous Dog, or from actions or inactions of the Owner related to the Dangerous Dog. The Owner shall provide a certificate of liability insurance that indicates the required insurance level and is valid for the intended registration period.
- (c) An Owner of a Dangerous Dog or Potentially Dangerous Dog shall submit a completed application for a dangerous or potentially dangerous dog certificate of registration to the County Clerk or his/her designee within five (5) business days of the date of the Dangerous Dog or Potentially Dangerous Dog adjudication. The application for a dangerous or potentially dangerous dog certificate of registration shall be submitted on forms provided by the County Clerk's office and to be considered a completed application it shall be accompanied by all documents and other information required by Article IV, Sections 5(a) or (b) or both. Upon issuance, the dangerous or potentially dangerous dog certificate of registration shall be effective for one (1) year from the date of issuance or for the duration of the liability insurance, whichever is shorter, and shall be reapplied for prior to its expiration. Such dangerous or potentially dangerous dog certificate of registration shall not be transferable between Owners and shall expire whenever changes occur that would make the Owner ineligible to obtain a certificate of registration. No Dangerous Dog or Potentially Dangerous Dog shall be considered to be unlicensed under the terms of this section if the Owner has timely filed a completed application, until such application has been denied.
- (d) After notice to Owner and opportunity for a hearing, the Court may order the immediate Impoundment or euthanasia of a Dangerous Dog if the Owner fails to abide by the conditions for registration or confinement or handling of a Dangerous Dog. If the dog is Impounded, the Owner shall have fourteen (14) days to come into compliance. The dog shall remain Impounded until the Owner has complied with Section 5 of this Article and paid all Impoundment and redemption fees. If the Owner does not come into compliance during the fourteen (14) day Impoundment period, the dog shall be euthanized at the Owner's expense and the Court shall order the dog's Owner to pay all Impoundment, redemption, and euthanasia fees.
- (e) If any dog previously adjudicated to be a Potentially Dangerous Dog has not exhibited any of the behaviors specified in Article IV, Section 1(b) within the thirty-six (36) months since the date of the Potentially Dangerous Dog adjudication, then that dog is eligible for a reclassification review to consider setting aside the Potentially Dangerous Dog adjudication and lifting the requirements

of this section. The Owner shall file a request for reclassification review and shall have the burden to prove any reclassification of a dog by clear and convincing evidence. However, that same dog may be declared a Dangerous Dog if it subsequently exhibits any of the specified behaviors in Section 1(a) or (b) of this Article.

- (f) Any dog adjudicated to be a Dangerous Dog is not eligible for the reclassification review in Section 5(e) of this Article.
- (g) Within two (2) business days of issuing a certificate of registration pursuant to Article IV, Sections 5 (a) or (b), for a Dangerous Dog or Potentially Dangerous Dog, the County Clerk shall report the registration certificate information to Animal Control.
- (h) Within two (2) business days Animal Control shall notify the County Clerk: (1) about the death of a Dangerous Dog or Potentially Dangerous Dog; (2) if a Potentially Dangerous Dog has been sold or given away, and the name, address and telephone number of the new Owner; (3) if a Dangerous Dog has been given to the animal shelter, and the status of the dog's disposal or euthanasia.

Section 6. Dangerous Dog or Potentially Dangerous Dog Owner Responsibility.

It shall be unlawful to:

- (a) Keep a dog determined to be a Dangerous Dog or Potentially Dangerous Dog without a valid certificate of registration issued under Section 5 of this Article;
- (b) Permit a Potentially Dangerous Dog to be outside a proper enclosure unless the Potentially Dangerous Dog is under the control of a Responsible Person as defined in Article IV, Section 1(d), muzzled, and restrained by a lead having a minimum tensile strength of three hundred (300) pounds and not exceeding four (4) feet in length. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;
- (c) Fail to maintain a Dangerous Dog exclusively on the Owner's property in a proper enclosure as required by Article IV, Section (1) (c), except for medical treatment or examination. When removed from the Owner's property for medical treatment or examination, the Dangerous Dog shall be caged or under the control of a Responsible Person as defined in Article IV, Section 1(d), muzzled, and restrained with a lead having a minimum tensile strength of three hundred (300) pounds and not exceeding four (4) feet in length. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;
- (d) Fail to notify both law enforcement (RCPD) and Animal Control: (1) immediately upon escape if a Dangerous Dog or Potentially Dangerous Dog is on the loose, is unconfined, has attacked another domestic animal or has attacked a human being; (2) within twenty-four (24) hours if the Dangerous Dog or Potentially Dangerous Dog has died by providing the dog's carcass or a letter on a veterinarian's letter head documenting the dog's death; (3) within twenty-four (24) hours if a Potentially Dangerous Dog has been sold or has been given away. If a Potentially Dangerous Dog has been sold or given away, the Owner shall also provide the Animal Control Director or his/her designee with the name, address, and telephone number of the new Owner of the Potentially Dangerous Dog. A Dangerous Dog shall not be sold or given away, with the

exception that a Dangerous Dog may be given to the animal shelter upon the Owner's payment of a fee for disposal or euthanasia of the dog. Such fee shall be determined by Animal Control. If an Owner of a Dangerous Dog or Potentially Dangerous Dog surrenders the dog to the animal shelter, the animal shelter shall require a written release from the Owner releasing all interest in the dog.

- (e) Fail to surrender a Dangerous Dog or Potentially Dangerous Dog to the Animal Control Director or his/her designee for safe confinement pending a disposition of the case when there is a reason to believe that the Dangerous Dog or Potentially Dangerous Dog poses an imminent threat to public safety; or
- (f) Fail to comply with any special security or care requirements for a Dangerous Dog or Potentially Dangerous Dog the court may have ordered pursuant to the finding that the dog was a Dangerous Dog or Potentially Dangerous Dog.

7. Reciprocity.

- (a) The Court shall recognize and honor (give full faith and credit) to the adjudication of a dog's status (Vicious Animal, Dangerous Dog, or Potentially Dangerous Dog, or any other similarly worded determination) of other jurisdictions if the following procedural requirements are satisfied:
 - (1) An authenticated copy of the adjudication of the dog's status in the other jurisdiction is filed with the Court;
 - (2) The Court shall schedule a hearing and provide notice to the dog's Owner in the same manner as provided in Section 2(a) of this Article; and
 - (3) At the hearing, the Owner shall have the burden, by clear and convincing evidence, to prove (but not limited to):
 - i. Not the same dog;
 - ii. Other jurisdiction's adjudication of status no longer applicable to dog by the rules and regulations of the other jurisdiction; or
 - iii. Provisions of Article IV, Section 5(e) applicable to dog.
- (b) If the Owner does not meet the burden of proof of Article IV, Section 7(a)(3) and the requirements of Article IV, Sections 7(a)(1) and (2) are satisfied, the court shall give full faith and credit to the other jurisdiction's determination of the dog's status.
- (c) Full faith and credit recognition of the other jurisdiction's adjudication of a dog's status requires the dog's Owner to comply with the provisions of this Article.

Section 8. Penalties.

- (a) An Owner of a Dangerous Dog or Potentially Dangerous Dog who is adjudicated of violating any provisions of Article IV shall be punished by an administrative penalty pursuant to Article VII.
- (b) An Owner of a Dangerous Dog or Potentially Dangerous Dog that causes injury to a person or animal, or death of an animal shall pay restitution for any damages.
- (c) Penalties for Vicious Animals shall be as found in Section 9 of this Article.

Section 9. Vicious Animals

(a) Vicious Animals

- (1) It shall be a violation of this Section to own a Vicious Animal within the county.
- (2) A Vicious Animal does not include an animal that has caused Severe Injury to any person while a person was committing a criminal offense, or willful trespass on the property of the Owner of the animal that caused Severe Injury. The provisions of this article shall not apply to a police dog being used to assist one or more Law Enforcement Officers acting in an official capacity.
- (3) Initiation of Criminal Proceeding. In addition to any other method of initiating a criminal proceeding under applicable law, any Animal Control Officer or Law Enforcement Officer may, with probable cause, initiate a criminal proceeding under this Article by making an offense report and serving a citation and notice to appear in district court upon the alleged violator. The offense report shall be forwarded to the county attorney for prosecution.

(b) Penalties. Any violation of this Article shall be heard in Riley County District Court. Any person violating any of the provisions of this Article shall, upon conviction and after a court examination of any prior conviction record to determine if the person has previously been convicted of the same offense, be sentenced by the court according to the following schedule:

- (1) First violation of Article IV, Section 9(a) shall be a fine of up to \$1,000 or, confinement in the county jail not to exceed one year, or both fine and imprisonment.
- (2) Any second or subsequent violation of Article IV, Section 9(a) shall be a fine of up to \$2,500 and, in addition, confinement in the county jail not to exceed one year, or both fine and imprisonment.
- (3) Each day's violation shall constitute a separate offense under this Article.
- (4) After notice of violation under this Article, within 30 days or as soon as reasonably possible, of the animal being Impounded, a disposition hearing shall be held regarding the disposition of the animal.
 - i. The court shall order that the animal be removed from the county or humanely euthanized and direct the Animal Shelter or its veterinary designee to ensure that the order is enforced.
 - ii. If the court orders the animal to be humanely euthanized pursuant to this subsection and an appeal or appropriate motion is timely filed, the district court shall suspend the euthanasia order pending the final determination of the underlying criminal charge by the court. The animal shall be housed at an animal shelter and the Owner of the alleged Vicious Animal shall pay all actual costs of housing the animal if the Owner is found to have violated Article IV, Section 9(a).
 - iii. If the animal is ordered removed from the county, the address in which the animal will reside shall be reported to the Riley County Clerk's Office. If the animal is sold or transferred out of Riley County, the Owner shall notify the Riley County Attorney's

Office prior to the sale or transfer. The Riley County Attorney's Office shall report the vicious animal determination to the county in which the animal will be kept.

- (5) Restitution. The court shall order reasonable restitution allowable by law in connection with any violation of this Article.
- (6) Other Remedies. The County shall have such other remedies as are and as may be from time to time provided by other applicable law.

ARTICLE V. ANIMAL OWNERSHIP

Section 1. Keeping of Exotic Animals Prohibited.

- (a) It shall be unlawful for any person to own, keep, maintain, or have in his possession or under his control within the county any poisonous reptile or any other dangerous wild animal or reptile, any vicious or dangerous domesticated animal or any other animal or reptile of wild, vicious or dangerous propensities.
- (b) It shall be unlawful for any person to own, keep, maintain or have in his possession or under his control within the County any of the following animals:
 - (1) All poisonous or venomous animals including rear-fang snakes;
 - (2) Apes, Chimpanzees, gibbons, gorillas, orangutans, and siamangs;
 - (3) Baboons;
 - (4) Badgers;
 - (5) Bears;
 - (6) Bobcats;
 - (7) Cheetahs;
 - (8) Constrictor snakes, six feet in length or more;
 - (9) Coyotes;
 - (10) Crocodilians;
 - (11) Domestic cats hybridized with wild felines;
 - (12) Domestic dogs hybridized with wild canines such as wolves and coyotes;
 - (13) Elephants;
 - (14) Game cocks and other fighting birds;
 - (15) Hippopotami;
 - (16) Hyenas;
 - (17) Jaguars;
 - (18) Leopards;
 - (19) Lions;
 - (20) Lynxes;
 - (21) Monkeys;
 - (22) Pumas, also known as cougars, mountain lions and panthers;
 - (23) Raccoons;
 - (24) Rhinoceroses;
 - (25) Skunks;
 - (26) Tigers;
 - (27) Wolves.

- (c) Subsections (a) and (b) shall not apply to bona fide pet shops, zoos, circuses, carnivals, educational institutions, or medical institutions, if:
 - (1) Their location conforms to the provisions of the county zoning regulations;
 - (2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
 - (3) Animals are maintained in quarters so constructed as to prevent their escape.

Section 2. Unlawful Dog Fighting.

- (a) Unlawful dog fighting is: (1) Causing, for amusement or gain, any dog to fight with or injure another dog; (2) knowingly permitting such fighting or injuring on premises under one's Ownership, charge, or control; (3) training, owning, keeping, transporting or selling any dog for the purpose or with the intent of having it fight or injure another dog; or (4) attending unlawful dog fighting as provided in this section.
- (b) Definitions: (1) **Fighting dog** means any dog that is bred, reared, or trained for the purpose of fighting or injuring another animal. (2) **Aggressive conduct** means hostile, injurious or destructive behavior.
- (c) When an Animal Control Officer or Law Enforcement Officer takes custody of a dog under this section, such agency may place the dog in the care of a duly incorporated humane society or animal shelter or a licensed veterinarian for boarding, treatment or other care. If it appears to an officer of the humane society or animal shelter or a licensed veterinarian that the dog is diseased or disabled beyond recovery for any useful purpose, such dog may be euthanized. The dog may be sedated, isolated, or restrained if such officer or veterinarian determines it to be in the best interest of the dog, other animals at the facility, or personnel of the facility.
- (d) If the dog is placed in the care of a humane society or an animal shelter, the Board of Riley County Commissioners authorizes the facility to petition the Court to be allowed to place the dog for adoption or euthanize the dog at any time after 20 days after the Owner is notified, or if the Owner is not known or reasonably ascertainable after 20 days after the dog is taken into custody, unless the Owner files a renewable cash or performance bond with the Riley County Clerk in a amount not less than the cost of care and treatment of the dog for 90 days. Upon receiving such petition, the court shall determine whether the dog may be placed for adoption or euthanized.
- (e) Except as provided in subsection (g) of this section, if it appears to a qualified professional by physical examination that the dog has not been trained for aggressive conduct or is a type of dog that is not commonly bred or trained for aggressive conduct, the County Counselor or County Attorney, whichever is overseeing the case, may order that the dog be returned to its Owner when the dog is not needed as evidence in a case filed pursuant to this section.
- (f) The Owner of a dog placed for adoption or euthanized shall not be entitled to recover damages for the adoption or euthanasia of the dog unless the Owner proves that such adoption or euthanasia was unwarranted.
- (g) The Court shall order payment of all Impoundment and redemption fees along with expenses incurred for the care, treatment or boarding of a dog taken into custody pursuant to subsections (c) or (d) of this section pending prosecution of the Owner for unlawful dog fighting if the Owner is adjudicated guilty of unlawful dog fighting or agrees to diversion or dismissal of the case.

- (h) If a person is adjudicated guilty of unlawful dog fighting, a dog taken into custody pursuant to this Section (a) shall not be returned to such person. Disposition of the dog shall be in accordance with subsection (c) or (d) of this section.
- (i) If a person is adjudicated not guilty of unlawful dog fighting, the dog shall be returned to the Owner and the Owner shall not pay any fees, costs, or expenses incurred for the care, treatment, or boarding of such dog.

Section 3. Unlawful Cockfighting.

- (a) Unlawful cockfighting is: (1) Causing, for amusement or gain, any gamecock to fight with or injure another gamecock; (2) knowingly permitting such fighting or injuring on premises under one's Ownership, charge, or control; (3) training, owning, keeping, transporting, or selling any gamecock for the purpose or with the intent of having it fight or injure another gamecock; or (4) attending the unlawful conduct of cockfighting as provided in this section.
- (b) As used in this section, **gamecock** means a domesticated fowl that is bred, reared, or trained for the purpose of fighting with other fowl.
- (c) When an Animal Control Officer or Law Enforcement Officer takes custody of a gamecock under this section, such agency may place the gamecock in the care of a duly incorporated humane society or animal shelter or a licensed veterinarian for boarding, treatment or other care. If it appears to an officer of the humane society or animal shelter or a licensed veterinarian that the gamecock is diseased or disabled beyond recovery for any useful purpose, such gamecock may be euthanized. The gamecock may be sedated, isolated, or restrained if such officer or veterinarian determines it to be in the best interest of the gamecock, other animals at the facility, or personnel of the facility.
- (d) If the gamecock is placed in the care of a humane society or an animal shelter, the Board of Riley County Commissioners authorizes the facility to petition the Court to be allowed to place the gamecock for adoption or euthanize the gamecock at any time after 20 days after the Owner is notified or, if the Owner is not known or reasonably ascertainable after 20 days after the gamecock is taken into custody, unless the Owner files a renewable cash or performance bond with the Riley County Clerk in a amount not less than the cost of care and treatment of the gamecock for 90 days. Upon receiving such petition, the Court shall determine whether the gamecock may be placed for adoption or euthanized.
- (e) Except as provided in subsection (g) of this section, if it appears to a qualified professional by physical examination that the gamecock has not been trained for aggressive conduct or is a type of gamecock that is not commonly bred or trained for aggressive conduct, the County Counselor or County Attorney, whichever is overseeing the case, may order that the gamecock be returned to its Owner when the gamecock is not needed as evidence in a case filed pursuant to this section.
- (f) The Owner of a gamecock placed for adoption or euthanized shall not be entitled to recover damages for the adoption or euthanasia of the gamecock unless the Owner proves that such adoption or euthanasia was unwarranted.
- (g) The Court shall order payment of all Impoundment and redemption fees along with expenses incurred for the care, treatment or boarding of a gamecock taken into custody pursuant to

subsections (c) or (d) of this section pending prosecution of the Owner for unlawful gamecock fighting if the Owner is adjudicated guilty of unlawful cockfighting or agrees to diversion or dismissal of the case.

- (h) If a person is adjudicated guilty of unlawful cockfighting, a gamecock taken into custody pursuant to subsection (a) shall not be returned to such person. Disposition of the gamecock shall be in accordance with subsection (c) or (d) of this section.
- (i) If a person is adjudicated not guilty of unlawful cockfighting, the gamecock shall be returned to the Owner and the Owner shall not pay any fees, costs or expenses incurred for the care, treatment or boarding of such gamecock.

Section 4. Cruelty to Animals. (Section has been revised pursuant to K.S.A. § 21-6412, effective July 1, 2019)

- (a) Cruelty to animals is as defined in K.S.A. 27-6412(a).
- (b) The provisions of this section shall not apply to:
 - (1) Normal or accepted veterinary practices;
 - (2) Bona fide experiments carried on by commonly recognized research facilities;
 - (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated, and amendments thereto;
 - (4) Rodeo practices accepted by the rodeo cowboys' association;
 - (5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the Owner thereof or the agent of such Owner residing outside of a city or the Owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the Owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;
 - (6) With respect to farm animals, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;
 - (7) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the Owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;
 - (8) An Animal Control Officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;
 - (9) Laying an equine down for medical or identification purposes;
 - (10) Normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto; or
 - (11) Accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.

- (c) The provisions of subsection (a) shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes, or other predatory animals.
- (d) As used in this section:
 - (1) **Equine** means a horse, pony, mule, jenny, donkey or hinny; and
 - (2) **Maliciously** means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.
 - (3) **Domestic Animal** means an animal that has been tamed and made fit for a human environment, excluding those animals listed in “Keeping of Exotic Animals Prohibited,” Article V, Section 1(b)(1)-(27).
- (e) Any Animal Control Officer, public health officer, Law Enforcement Officer, licensed veterinarian, or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals, as defined in this section. Such officer, agent or veterinarian may inspect, care for or treat such animal, or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if an officer of such humane society or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane killing.
- (f) If the animal is placed in the care of an animal shelter, the animal shelter shall notify the Owner or custodian, if known or reasonably ascertainable. If the Owner or custodian is charged with a violation of this section, the Board of Riley County Commissioners authorizes the animal shelter to petition the district court to be allowed to place the animal for adoption or euthanize the animal at any time after 20 days after the Owner or custodian is notified or, if the Owner or custodian is not known or reasonably ascertainable after 20 days after the animal is taken into custody, unless the Owner or custodian of the animal files a renewable cash or performance bond with the Riley County Clerk in an amount equal to not less than the cost of care and treatment of the animal for 90 days. Upon receiving such petition, the Court shall determine whether the animal may be placed for adoption or euthanized. The Board of Riley County Commissioners shall review the cost of care and treatment being charged by the animal shelter maintaining the animal.
- (g) The Owner or custodian of an animal placed for adoption or killed pursuant to subsections (e) and (f) shall not be entitled to recover damages for the placement or killing of such animal unless the Owner proves that such placement or killing was unwarranted.
- (h) Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsections (e) and (f), pending prosecution of the Owner or custodian of such animal for the crime of cruelty to animals, shall be assessed to the Owner or custodian as a cost of the case if the Owner or custodian is adjudicated guilty of such crime.
- (i) Upon the filing of a sworn complaint by any Animal Control Officer, public health officer, Law Enforcement Officer, licensed veterinarian, or officer or agent of any incorporated humane society, animal shelter or other appropriate facility alleging the commission of cruelty to animals, the County Attorney shall determine the validity of the complaint and shall forthwith file charges for the crime if the complaint appears to be valid.
- (j) If a person is adjudicated guilty of the crime of cruelty to animals, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future

subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

- (k) Penalties for a violation of this section are those found in K.S.A. 21-6412 and any applicable Kansas Statute.

ARTICLE VI. ADMINISTRATIVE PROCEDURES

Section 1. Handling of Complaints.

Any violation of the provisions of this resolution shall be commenced by complaint in District Court, with notice, service of process and trial conducted pursuant to the Code for the Enforcement of County Codes and Resolutions, K.S.A. 19-4701 *et seq.* Any violations handled by the County Attorney will be handled either as described in this section or by appropriate State Statutes as determined by the County Attorney.

Section 2. Diversion.

(a) Agreements Offered; Written Policies; Information Furnished.

- (1) After a complaint has been filed charging an accused person with violation of this resolution and prior to conviction thereof, and after the County Counselor or County Attorney has considered the factors listed in subsection (b) if it appears to the County Counselor or County Attorney that diversion of the accused person would be in the interests of justice and of benefit to the accused person and the community, the County Counselor or County Attorney may propose a diversion agreement to the accused person. The terms of each diversion agreement shall be established by the County Counselor or County Attorney in accordance with subsection (c).
- (2) The County Counselor shall adopt written policies and guidelines for the implementation of a diversion program. Such policies and guidelines shall provide for a diversion conference and other procedures in those cases where the County Counselor elects to offer diversion in lieu of further proceedings on the complaint. The County Attorney shall follow the diversion policies and guidelines set forth in the County Attorney's own office.
- (3) Each accused person shall be informed in writing of the diversion program and the policies and guidelines adopted by the County Counselor or County Attorney, whichever is applicable. The County Counselor or County Attorney may require any accused person requesting diversion to provide information regarding prior criminal charges, education, work experience and training, family, residence in the community, medical history, including any psychiatric or psychological treatment or counseling, and other information relating to the diversion program. In all cases, the accused person shall be present and shall have the right to be represented by counsel at the diversion conference with the County Counselor or County Attorney.

(b) Diversion Factors to Consider; When Prohibited.

(1) In determining whether diversion of an accused person is in the interests of justice and of benefit to the accused person and the community, the County Counselor shall consider at least the following factors among all factors considered:

- i. The nature of the violation charged and the circumstances surrounding it;
- ii. Any special characteristics or circumstances of the accused person;
- iii. Whether the accused person is a first-time offender and if the accused person has previously participated in diversion;
- iv. Whether there is a probability that the accused person will cooperate with and benefit from diversion;
- v. Whether the available diversion program is appropriate to the needs of the accused person;
- vi. The impact of the diversion of the accused person upon the community;
- vii. Recommendations, if any, of the involved enforcement agency;
- viii. Recommendations, if any, of the victim;
- ix. Provisions for restitution; and
- x. Any mitigating circumstances.

(2) A County Counselor shall not enter into a diversion agreement in lieu of further proceedings on a complaint alleging an animal control violation if the accused person:

- i. Has previously participated in diversion;
- ii. Has previously been convicted of or pleaded *nolo contendere* to an animal control violation in this state or has previously been convicted of or pleaded *nolo contendere* to animal control violation of another state, or of a political subdivision thereof, which prohibits the acts prohibited by this resolution; or
- iii. That the alleged violation involves a Dangerous Dog pursuant to Article IV, Section (1) (a) or a Vicious Dog pursuant to Article IV, Section (9).

(c) Diversion Agreement Provisions; Waiver of Rights; Failure to Fulfill or Accept Diversion.

(1) A diversion agreement shall provide that if the accused person fulfills the obligations of the program described therein, as determined by the County Counselor, the county counselor shall act to have the violation against the accused person dismissed with prejudice. The diversion agreement shall include specifically the waiver of all rights under the law or the constitution of Kansas or of the United States to counsel, a speedy arraignment, a speedy trial, and the right to trial by jury. The diversion agreement may include, but is not limited to, provisions concerning payment of restitution, including court costs and diversion costs, maintenance of gainful employment, participation in other rehabilitative services, compliance with Potentially Dangerous Dog registration and handling requirements pursuant to Article IV, Section 5 (a) and \$150.00 contribution to the animal shelter “donation restricted fund”. The diversion agreement shall state:

- i. The accused person’s full name;
- ii. The accused person’s full name at the time the complaint was filed, if different from the accused person’s current name;
- iii. The accused person’s sex, race, and date of birth;

- iv. The violation with which the accused person is charged;
- v. The date the complaint was filed; and
- vi. The district court with which the agreement is filed.

(2) If a diversion agreement is entered into in lieu of further proceedings on a complaint alleging an animal control violation, the diversion agreement shall include a stipulation, agreed to by the accused person and the County Counselor, of the facts upon which the charge is based and a provision that if the accused person fails to fulfill the terms of the specific diversion agreement and the proceedings on the complaint are resumed, the proceedings, including any proceedings on appeal, shall be conducted on the record of the stipulation of facts relating to the complaint. In addition, the agreement shall include a requirement that the accused:

- i. Pay a fine specified by the agreement in an amount equal to an amount authorized by this resolution and;
- ii. Enroll in and successfully complete any appropriate rehabilitative services and pay the related costs.

(3) If the County Counselor elects to offer diversion in lieu of further proceedings on the complaint and the accused person agrees to all of the terms of the proposed agreement, the diversion agreement shall be filed with the Court and the Court shall stay further proceedings on the complaint. If the accused person declines to accept diversion, the Court shall resume the proceedings on the complaint.

(4) The copy of the agreement shall be made available upon request to any county, district or city attorney, or Court.

(d) Plea Prohibition; Inadmissible Evidence.

No accused person shall be required to enter any plea to an animal control violation as a condition for diversion. No statements made by the accused person or counsel in any diversion conference or in any other discussion of a proposed diversion agreement shall be admissible as evidence in proceedings on violations charged or facts alleged in the complaint.

(e) Failure to Fulfill Diversion; Satisfactory Fulfillment.

(1) If the County Counselor finds at the termination of the diversion period or any time prior thereto that the accused person has failed to fulfill the terms of the specific diversion agreement, the County Counselor shall inform the Court of such finding and the district court, after finding that the accused person has failed to fulfill the terms of the specific diversion agreement at a hearing thereon, shall resume the proceedings on the complaint.

(2) If the accused person has fulfilled the terms of the diversion agreement, the Court shall dismiss with prejudice the violations filed against the accused person.

(3) Such record shall be made available to any county, district or city attorney, or Court.

Section 3. Sentencing; Prior Convictions.

- (a) For the purpose of determining whether a person's adjudication is a first, second, or subsequent adjudication in sentencing under this resolution:
- (b) Adjudication includes being a person adjudicated of a violation of this resolution or entering into a diversion agreement in lieu of further proceedings on a complaint alleging a violation of this resolution.
- (c) Adjudication includes a person being adjudicated of a violation of a law of another state or an ordinance of any city, or resolution of any county, which prohibits the acts that this resolution prohibits or entering into a diversion agreement in lieu of further proceedings in a case alleging a violation of such law, ordinance or resolution;
- (d) Any adjudication occurring during a person's lifetime shall be taken into account when determining the sentence to be imposed pursuant to this resolution;
- (e) It is irrelevant whether a person's adjudication occurred before or after adjudication for a previous violation; and
- (f) A person may enter into a diversion agreement in lieu of further proceedings for a violation of this resolution only once during the person's lifetime.

ARTICLE VII. PENALTIES

- (a) Any person who is adjudicated of violating any provision of this Resolution (except for sections with specific penalties provisions) shall be punished by an administrative penalty not to exceed \$500 for a first violation and not more than \$1,000 for a second or subsequent violation. If a person is adjudicated of violating a provision of this Resolution with specific penalties assigned to that provision, those penalties will apply. If the County Attorney prosecutes a person based under an applicable State Statute that has specific penalties, the County Attorney will recommend whichever penalties are appropriate.
- (b) All administrative penalty funds collected shall be deposited with the County Clerk for the General Fund.

ARTICLE VIII. INJUNCTIVE RELIEF

Notwithstanding the existence or pursuit of any other remedy, when it appears to the Board of County Commissioners, that any person is violating any provision of this resolution, the Board of County Commissioners may bring an action in a court of competent jurisdiction or other process against such person to enjoin, restrain or prevent such person from continuing operation in violation of the resolution without regard to whether administrative proceedings have been or may be instituted or whether criminal proceedings may be or have been instituted.

ARTICLE IX. INVALIDITY OF PART

If any provision of this resolution, or the application any such provision to any person or circumstance, shall be held invalid, the remainder of the resolution, and the application of any

such provision to any person or circumstance other than those as to which it is held invalid, shall not be effected thereby.

ARTICLE X. SEVERABILITY CLAUSE

If any provision of the resolution or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of the resolution are severable.

ARTICLE XI. EFFECTIVE DATE

This Resolution shall take effect and be in force from and after its publication once in the official County newspaper.

ADOPTED this 15th day of April 2024.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, Chairman

Greg McKinley, Vice-Chairman

Kathryn Focke, Member

Rich Vargo
Riley County Clerk

(seal)

Attachment: Riley County Animal Control Resolution 041524 (14664 : Animal Control Resolution)



EMS/AMBULANCE
Staff Update

David Adams
EMS/Ambulance
Director
2011 Claflin Rd
Manhattan, KS 66502
Phone: 785-539-3535

STAFF REPORT

FROM: David Adams, EMS/Ambulance Director
MEETING: April 15, 2024
SUBJECT: Staff Update
PRESENTER: David Adams, EMS/Ambulance Director

Calls for service:

March- 446

911-Call volume by station:

Medic 11 located at 2011 Claflin Rd: 154

Medic 21 located at 11th & Poyntz: 125

Medic 31 located at 3060 TCB (Riley County Public Works): 72

Medic 41 located at Manhattan Regional Airport: 61

Medic 51- Leonardville: 33

The rest of the calls (if applicable) are for event standbys and supervisors writing reports.

Working on new building construction related topics. Will be attending the second reading of our rezoning request.

Participate in Mental Health Working Group (Josh) and Task Force (David)

Participate in Substance Abuse Working Group (Josh) and Task Force (David)

Hands only CPR/Stop the bleed training for county staff. No participants last month.

Leadership tours of NBAF and building operational plans.

Migrating operational checklists to the new state report writing software platform.

Continuing to evaluate operational equipment needs, inventory reduction where applicable.

Preparing for severe weather season.

Preparing for Active Violence training.

Updated our DEA license.

Annual service renewal with Board of EMS is in progress.

Medical Director case review with staff.

Working with Dispatch to update some SOP's.

State Board of Pharmacy Inspection

2025 budget

Observing field performance.

Event Standbys: 7

Education

100% review of all calls.

Review of data metrics to identify trends.

Training calendar

Protocol book development is ongoing.

Equipment updates and training.

Community Outreach:

Car seat check lanes.

Staff Report (ID # 14671)

Meeting of April 15, 2024

Enclosures:

- March 24 BOCC Stats (XLSX)
- Inspection_Report_Riley_County_EMS_0329131951 (PDF)

EMS RESPONSES BY DAY OF THE WEEK		
Weekday	Count	Percent
01 - Sunday	65	15%
02 - Monday	50	11%
03 - Tuesday	54	12%
04 - Wednesday	50	11%
05 - Thursday	61	14%
06 - Friday	85	19%
07 - Saturday	81	18%
TOTAL	446	

EMS RESPONSES BY HOUR OF DAY		
Hour Range	Count	Percent
00:00:00 - 00:59:59	14	3%
01:00:00 - 01:59:59	15	3%
02:00:00 - 02:59:59	13	3%
03:00:00 - 03:59:59	13	3%
04:00:00 - 04:59:59	4	1%
05:00:00 - 05:59:59	6	1%
06:00:00 - 06:59:59	11	2%
07:00:00 - 07:59:59	14	3%
08:00:00 - 08:59:59	20	4%
09:00:00 - 09:59:59	21	5%
10:00:00 - 10:59:59	24	5%
11:00:00 - 11:59:59	22	5%
12:00:00 - 12:59:59	26	6%
13:00:00 - 13:59:59	28	6%
14:00:00 - 14:59:59	18	4%
15:00:00 - 15:59:59	17	4%
16:00:00 - 16:59:59	18	4%
17:00:00 - 17:59:59	18	4%
18:00:00 - 18:59:59	20	4%
19:00:00 - 19:59:59	28	6%
20:00:00 - 20:59:59	24	5%
21:00:00 - 21:59:59	29	7%
22:00:00 - 22:59:59	24	5%
23:00:00 - 23:59:59	19	4%

EMS RESPONSES BY UNIT CALL SIGN		
CALL SIGN	COUNT	PERCENT
Medic 11	154	36%
Medic 21	125	29%
Medic 31	72	17%

Medic 41	61	14%
Medic 51	33	8%

TOP 5 EMS RESPONSES BY DISPATCH REASON		
Complaint	Count	Percent
Sick Person	90	20%
Falls	63	14%
Transfer	50	11%
Unconscious	33	7%
Breathing Problem	32	7%

Kansas Board of Pharmacy
800 SW Jackson St. Suite 1414
Topeka, Kansas 66612-1244
P:785-296-4056
F:-785-296-8420

INSPECTION REPORT FOR: 9-108095

Riley County EMS
2011 Claflin Rd
Manhattan, KS 66502

Original Date: 11/27/2018

On Probation: No

Discipline on File: No

INSPECTION REPORT

Inspection Date: 3/28/2024

Inspector: Shelley Rosebrook

This inspection report is not intended as an exhaustive listing of all pharmacy conditions. There may be deficiencies, non-compliance, or violation(s) of Kansas laws or regulations not detected, observed, or noted in this report.

Inspection Key
C-Compliant | N/I-Needs Improvement | N/C-Not Compliant | U-Unassessed | N/A-Not Applicable
Asterisk * denotes Pharmacist in Charge responsibility

GENERAL INFORMATION	C	N/I	N/C	U	N/A
Registration displayed—K.S.A. 65-1645(e)	✗				
DEA number: MR4492714	✗				
Person(s) on duty:	Josh G. and Dustin C.				
General Information Notes:					
FACILITIES	C	N/I	N/C	U	N/A
Facility clean, well-lit, etc.—K.S.A. 65-656(m), K.S.A. 65-668(a) & K.A.R. 109-2-5(g)	✗				
Drugs stored per manufacturer (protection from extreme temperatures) —K.S.A. 65-657(a) & K.A.R. 109-2-5(g)	✗				
Outdated, mislabeled, or adulterated drugs have been removed from stock —K.S.A. 65-1634, K.S.A. 65-657(a) & K.A.R. 109-2-5(c)	✗				
Room temperature:	70F				
Refrigerator temperature:	42F				
Facilities Notes:					
SECURITY	C	N/I	N/C	U	N/A
Controlled drugs locked—21 C.F.R. 1301.71 thru 1301.76 & K.A.R. 68-20-15a	✗				
Security Notes:					
RECORDS	C	N/I	N/C	U	N/A
Documentation of administration—K.A.R. 109-2-5(m)	✗				
Documentation for wastes of partial quantities (2 signatures)—21 C.F.R. 1317.95(c)&(d)	✗				
Documentation of destruction of controlled substances—21 C.F.R. 1304.22(c)				✗	
Duration of record keeping—K.S.A. 65-1642(b)&(c)(3) & K.A.R. 68-20-16(a)	✗				
Central record keeping—21 C.F.R. 1304.04(b)(3)					✗
Records readily retrievable—21 C.F.R. 1300.01(b)(38) & K.S.A 65-1626(iii) & 65-4101(oo)	✗				
Location:					
Records Notes:					
REVIEW OF INVENTORY AND INVOICE RECORDS	C	N/I	N/C	U	N/A
Annual inventory of controlled substances—K.A.R. 68-20-16				✗	
C-II inventory filed separately—K.A.R. 68-20-16				✗	
C-II invoices filed separately—K.A.R. 68-20-16				✗	
CIII-V invoices filed separately or readily retrievable—K.A.R. 68-20-16				✗	
Appropriate invoices for the receipt and transfer of controlled substances—21 C.F.R. 1304.22(c)				✗	
Drugs received from registered sources—K.S.A. 65-1643(c)	✗				
DEA 222 forms completed—21 C.F.R. 1305.12 & 1305.13				✗	
DEA 222 forms for C-II transfers—K.A.R. 68-20-17				✗	

Attachment: Inspection_Report_Riley_County_EMS_0329131951 (14671 : Staff Update)

Loss or theft reported using DEA 106—21 C.F.R. 1301.76	×					
Power of attorney—21 C.F.R. 1305.05						×
Date:						
Review of Inventory and Invoice Notes: Suppliers: Boundtree, Life Assist, Candlewood Pharmacy						

This report created on: 3/29/2024



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: April 15, 2024

SUBJECT: Working session - Employee Procedures Manual proposal

PRESENTER: Elizabeth Ward

BACKGROUND

The last formal update to the Riley County Employee Manual was approved in 2012. Since then, many laws and regulations have changed, as well as operational practices at Riley County. Many of these changes were documented through resolutions, or individual Department Policies.

A workgroup collaborated with Keystone Risk Management Group to draft a new Employee Policy Manual and Employee Procedures Manual for Riley County.

The Commissioners have worked through employee policy manual update to communicate expectations to current and future employees, assist supervisors in managing their teams, and preventing legal liability.

We now need to review the procedures manual proposal which outlines the current processes and procedures for employee-related activities. Having a procedures manual in place will allow us more fluidity as processes change and ability to base processes in our more enduring policies.

Enclosures:

- Employee Procedures Manual Exec Summary 2024-03 (DOCX)



Executive Summary of Riley County Employee Procedures Manual

As the Employee Policy Manual was drafted, it became apparent, and recommended by the legal advisor, that Riley County would benefit from a separate procedures manual. The proposal is for the policies to be housed in the Policy Manual and the “how-to” procedures in the Procedures Manual.

This will make updates and changes to processes easier and timely for employees and supervisors.

Below outlines the sections of the proposed Procedures Manual draft.

Format The new format matched the Employee Policy Manual and is easier to read, and easier for employees to use.

The draft manual is 50 pages, with 33 of those being the Purchase Card Program, so most processes are easily accessible in this manual.

Manual Overview:

- Page 3 - Riley County Hiring Procedures
 - This procedure was adopted with the salary study in 2022, no changes have been made.
- Page 4 – Background and Reference Check Procedures
 - No changes or updates, this is current practice.
- Page 4 – Riley County Pay Practice
 - This pay practice was adopted with the salary study in 2022, no changes have been made.
- Page 7 – Position Descriptions
 - This is how we develop and edit position descriptions at the County.
- Page 8 – New positions
 - This is the current process for requesting new positions.
- Page 8 – Parking Accommodation Process
 - This is a new process drafted upon request of the BoCC.
- Page 8 – Time Off Requests
 - This is our current process for requesting time off.
- Page 9-10 – Performance
 - This is our current performance evaluation process.
- Page 11 – Clothing Issuance policies
 - Specific to departments who issue clothing.
- Page 13 – Dispute Resolution Process (previously appeal process)
 - This has been updated to the process approved by the BoCC in March
- Page 15 – retirement benefits
- Page 15 – 16 Emergency Weather and Closures process
- Page 16 – Workers’ Compensation process
- Page 17 – 50 – Purchase Card Program
 - 1 edit: for meal reimbursement, the following was added for clarity:
“The County Attorney staff’s meal reimbursement rate will be set by the County Attorney, per guidelines established by the State and reported to KSAG.”



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

Clancy Holeman
Counselor/Director of
Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

STAFF REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: April 15, 2024

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- FINAL_Commission List 04.15.2024 (DOCX)

PENDING COUNTY PROJECTS ▪ November 2023 and through April 10, 2024 Submitted by Clancy Holeman, Riley County Counselor

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or other County Department/Division projects underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described. All entries more than 6 months old have been removed (with the exception of some entries when historical information may be useful). ***Bold type entries are the most recent.***

COMMISSION LIST

I. Projects By Category:

American Rescue Plan: Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County’s \$14M allocation of ARPA funds. Similar concept to staff’s use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21)

Board of Riley County Commissioners: Prepare letter of support for City of Ogden grant application. (9-13-23) Attend and participate in BOCC meetings. (9-7-23; 9-11-23) Assist in finalization of annual County financial audit. (9-14-23) Attend and participate in BOCC meeting. (10-12-23.) Work on pending litigation “T”. (10-13-23) Attend and participate in BOCC meeting (10-16-23.) Attend and participate in BOCC meetings. (10-19-23;10-23-23) Work on communication project. (10-24-23; 10-25-23.) Review contractual provisions for subsequent use.(10-25-23.) Attend and participate in BOCC meeting. (10-26-23.) Attend and participate in County/City/USD 383 meeting. (10-26-23.) Attend and participate in BOCC public meeting in City of Ogden. (10-30-23.) Attend and participate in BOCC meeting. (11-2-23.) Prepare for late arrival to BOCC meeting on November 6, 2023. (11-5-23.) Work on Fire District project. (11-7-23) Attend and participate in BOCC meetings. (11-9-23; 11-13-23) Attend and participate in BOCC meeting. (12-28-23) (Work on fence view issue. (1-2-24) Review agenda and prepare for 1-4-24 BOCC meeting. (1-3-24) Attend and participate in BOCC meeting. (1-4-24) Prepare for 1-8-24 BOCC meeting. (1-5-24) Work on fence view issue. (1-5-24) Attend and participate in BOCC public meetings. (1-8-24; 1-11-24) Review project contract. (1-11-24) Work on fence view. (1-14-24; 1-15-24; 1-16-24; 1-17-24) Work on Fence view. (1-18-24; 1-19-24; 1-20-24;1-21-24;1-22-24) Work on letter of support for WTC. (1-19-24; 1-20-24) Attend and participate in BOCC meeting. (1-18-24; 1-22-24) Obtain BOCC approval of letter of support for WTC. Attend and participate in BOCC meetings. (1-25-24; 1-29-24) Draft and place on BOCC agenda support letter for City of Ogden’s grant application. (1-25-24) Work on fence view. (1-25-24; 1-26-24;1-28-24; 1-29-24; 1-30-24; 1-31-24)) Attend and participate in BOCC meetings. (2-1-24;2-5-24) Obtain BOCC signature on fence view order; file with ROD; email copies of signed order to both parties (or their counsel). (2-1-24) Regular mail and email to both parties of file-stamped originals of fence view order. (2-2-24) Attend and participate in BOCC meetings. (2-12-24; 2-15-24;2-19-24) Meet with counsel for party in pending matter. (2-16-24) Attend and participate in public BOCC meetings. (2-22-24; 2-26-24) Attend and participate in BOCC meeting.(2-29-24) Attend and participate in BOCC meeting (3-7-24) Attend and participate in BOCC meetings. (3-11-24;3-14-24; 3-18-24) Attend and participate in BOCC public meetings. (3-21-24;3-25-24) Work to schedule executive session. (3-21-24) ***Attend and participate in BOCC Meetings. (4-4-24; 4-8-24)***

“Constitutional Protection of County Home Rule”:

County Counselors Association of Kansas:

Attachment: FINAL_Commission List 04.15.2024 (14675 : Clancy's Commission List)

County Jail Inmate Medical Care: Schedule staff discussion of contract development. (5-21-23)

Countywide Emergency Radio Communications System Upgrade: The upgrade is complete. But now the “program” phase has been completed, additional work from this department will be provided, as necessary, during the “maintenance” and “warranty” periods now underway. Discussion with contract administrator for vendor (L3Harris) scheduled for August 27, 2021. Discussion held with vendor contract administrator. Discussion with EM Director (8-30-21). Working toward final documents of “program” phase. Conversation with EM Director. (9-24-21) Conversation with L3Harris contract administrator, moving this matter toward likely resolution by the BOCC on 9-30-21. (9-24-21) Review appropriately continues among EM, KSU and Emergency Dispatch personnel regarding close out of this phase of the project. (9-24-21) Draw Commission Agenda Report and place on 9-30-21 agenda for BOCC review and approval of contract documents. (9-28-21) Discuss final contract documents for agenda separately with EM Director and L3Harris Contract Administrator. (9-29-21) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21)

“Dark Store”:

District Court:

Federal Rules on Vaccination Mandate:

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure (9-11-23;9-12-23;9-13-23) Work on Appeal. (9-14-23;9-15-23;9-16-23;9-17-23;9-18-23;9-19-23; 9-20-23; 10-4-23;10-5-23-10-6-23;10-7-23;10-8-23;10-10-23; 10-11-23.) Work on appeal. (10-12-23; 10-17-23; 10-18-23.) Conversation with opposing counsel and agree to extend her time to file brief. (11-3-23) Receive emailed brief from opposing counsel on appeal; following two extensions of time which opposing counsel had requested—which extensions were granted by the Court of Appeals . (1-19-24)

Indigent Legal Services: Attorney contracts for 2022 were created and emailed to current attorneys under contract. (11-3-21) Notice to Riley County Bar Association of at least one attorney vacancy effective January 1, 2022. (11-4-21) Proposed 2022 contracts have been provided to all current lawyers under contracts. None returned as of 11-23-21. No indigent legal service contracts are in place for calendar year 2022. Work on various issues related to this service. (2-10-23; 2-13-23; 2-14-23; 2-15-23; 2-16-23; 2-19-23; 2-20-23; 2-21-23; 2-22-23; 2-24-23; 2-26-23; 2-27-23; 2-28-23; 3-1-23; 3-2-23; 3-3-23; 3-4-23; 3-6-23; 3-7-23; 3-8-23) Work on various issues related to this service. (3-19-23) Work at staff level on compensation for this service. (3-28-23) schedule next staff level discussion of compensation for this service. Discuss with Deputy Counselor compensation for this service. (3-29-23) Work on project. (6-1-23) Work on project. (6-8-23) Draw up final version of CAR; RFP; and Contract. (6-19-23; 6-20-23) Obtain BOCC approval of form RFP and Contract. (6-22-23) Finalize RFP and contract and distribute to local Bar Association membership with encouragement to apply well before August 4, 2023 deadline for proposals because they will be considered as they are submitted. (6-29-23; 6-30-23) Create documents for publication in newspaper and placement on county website for this service. (7-7-23; 7-10-23; 7-11-23; 7-12-23) Deadline for proposals to arrive in Clerk’s office 5 p.m. August 4. Work on issue related to service. (10-25-23.)

Legislation: Discuss with BOCC potential annual legislative conference dates in December, 2023.(10-16-23) Notify delegation members conference scheduled on the following date which worked for a majority of responding legislators: December 14, 2023, noon to 2 pm. (10-26-23) Work on agenda for legislative conference (10-27-23; 10-30-23) Work on agenda for legislative conference. (11-13-23;11-14-23;11-15-23) Work on letter of BOCC support for SB 196. Obtain BOCC signatures and email to Senate Assessment and Taxation Committee. (1-4-24;1-5-24;1-7-24;1-8-24) Prepare and submit timely lobbyist compensation report for 2023 legislative session. (1-10-24) Prepare BOCC opposition letter for HB 2036. (1-10-24) Present draft

of HB 2036 opposition testimony. Re-draft to insert BOCC changes. Obtain BOCC final approval of letter. Timely submit to senate committee secretary final version of HB 2036 BOCC opposition testimony. (1-11-24) Communicate with House delegation on BOCC testimony submitted previously to Senate Tax on SB 196 and HB 2036. (1-15-24) Communicate with contract lobbyist on HB 2468 (a bill of concern to Emergency management) (1-16-24) Communicate with member of state delegation on SB 196; HB 2036. Work on HB 2026 opposition testimony. (1-16-24) Work on HB 2036. (1-17-24) Work on SB 162. Communicate with lobbyist. (1-18-24) Work on SB 162 (1-19-24) Appear before Senate Committee on Local Government on SB 162. (1-22-24) Review SB346(upzoning/downzoning—removal of county authority). (1-25-24) Work on SB 162. (1-25-24; 1-31-24)) Discuss various bills with lobbyist. (2-2-24) Discussion with another county counselor on a bill Riley County is interested in. (2-2-24) Work on SB 162. (2-2-24) Discuss SB 162 with lobbyist. (2-21-24) Communicate with contract lobbyist on HB 2599 (KORA request fees) (2-27-24) Review legislative issues remaining in session of interest to Riley County. (2-28-24) Work on SB 162 set for hearing in House Local Government committee on Monday, March 11, 2024. (3-5-24;3-6-24) Work with Deputy Counselor on contract issue. (3-6-24) Work on SB 162 hearing scheduled for March 11, 2024. (3-7-24;3-8-24) Attend and participate with Commissioner McKinley in hearing before House Committee on Local Government in support of SB 162. (3-11-24) Communicate with contract lobbyist on SB 162. (3-12-24) Communicate with delegation member on SB 311; Discuss with County Appraiser. (3-12-24) Review House calendar status of SB 162. It is on General Orders. (3-20-24)

Leonardville North County EMS Station: Follow up call to City of Leonardville attorney. (4-11-23) Set up phone appointment with City of Leonardville Attorney—to discuss having city begin process of opening the easement as an alley for access to the site. (5-3-23) Phone discussion with City of Leonardville attorney and arrange for teams meeting next Tuesday (5-9-23) with him, Craig and me to discuss details of City legally “opening” alley to site of ambulance and performing tree trimming along that alley. (5-3-23)

National Opioid Litigation Settlement: Notice of Deadline to “opt in” to latest round of national opioid class action litigation settlements is April 18, 2023. (3-27-23) Prepare and submit CAR for BOCC 4-10-23 public meeting; with my recommendation to BOCC regarding “opt in” to latest round of national opioid class action litigation settlements—5 new defendants settling. Discuss with Assistant Attorney General managing this matter state-wide. (4-6-23) Submit electronically our “opt in” to latest round of national opioid class action settlements, as previously authorized by BOCC. Confirmation from settlement administrator that “opt in” accomplished. (4-14-23)

NG-911 Committee (Road naming): Attend and participate in committee meeting. (2-14-23)

Proposed Construction of EMS/EM/RCFD Emergency Services Headquarters: Schedule work session for discussion of design issue related to facility. (1-27-23)

Riley County Annual Legislative Conference: Discussion with County Register of Deeds to schedule meeting week of December 5th to review documentation of long-term revenue loss to Riley County caused by legislature’s past elimination of the mortgage registration fee. (12-1-22) Work preparing for 12-12-22 legislative conference. (12-8-22; 12-11-22) Discuss legislative conference information with County Appraiser. (12-8-22) Discuss legislative conference information in meeting with County Register of Deeds. (12-9-22) Work with members of delegation; 2023 Annual Legislative Conference scheduled for Thursday, December 14th, from noon to 2 p.m., BOCC chambers. (10-23-23) Conversation with member of delegation—confirming member will attend. (10-24-23.)

Riley County District Court: Discussion regarding BOCC consideration of funding potential “resolution docket” to assist with case backlog. (4-27-23)

**Rural Economic Development Advisory Board:
Staff Budget and Planning Committee:**

White Canyon Benefit District: White Canyon benefit district's residents' request, made during this date's public commission meeting, asking whether Riley County willing to supplement the cost of the benefit district's proposed private road improvement project. No dollar figure provided by benefit district residents. County staff instructed to provide BOCC at upcoming meeting most recent Riley County Public Works' "estimate" of "northern route" as an option to current benefit district project proposed. (8-30-21)

II. Projects by Department or Division:

Administrative Services/County Counselor: Work on matters related to departmental transition. (1-25-2023; 1-26-2023; 1-27-2023) Interviews of applicants for Deputy County Counselor position in transition scheduled to take place 9-29-23.-23. (3-2-23; 3-3-23)

Riley County Appraiser's Office: Communicate with department Head on costs associated with BOTA appeal. (12-29-23) Communicate with staff on immediately preceding issue. (1-1-24) Communicate with Appraiser on exemption application. (1-11-24) Advise Department Head on legal issues. (1-24-24) Advise Department Head on process issue. (2-29-24;3-1-24) Communicate with department head. And Deputy Counselor. (3-4-24; 3-8-24)

Riley County Attorney: *Discuss legal issue. (2-1-24)*

Riley County Clerk: Advise and assist on open record act issue. (9-12-23;9-13-23) Schedule meeting with staff of two departments to plan means of addressing particular type of KORA request in most fair and efficient manner to reduce, potentially, two departmental workloads. (9-13-23;9-14-23) Reschedule forgoing meeting to 10-27-23. (10-19-23) Work on contract law issue. (10-24-23) Assist with legal issue. (11-3-23;11-5-23; 11-6-23.) Approve on minute track as to form revised parking lot resolution developed by Deputy Counselor. (1-2-24) Work on autopsy record storage issue. (2-2-24) Prepare resolution regarding Plaza reservations; present to BOCC and obtain approval. (2-27-24; 2-28-24;2-29-24) Communicate with staff on a request for a mailing address change. Communicate with counsel on client name change. Communicate with staff on records name change issue. (3-4-24;3-5-24) Work on notice of upcoming special meeting of BOCC. (3-12-24) Work with Clerk staff member on preparing for RNR compliance during 2025 budget. (3-20-24)

Riley County Community Corrections: Discuss with PIO and department Head proposed correction of recent published newspaper article on grant award to Department. (1-2-24) Further conversation with Department Head and PIO about immediately preceding newspaper article. (1-2-24) Communicate with Director on potential policy. (2-27-24)

Riley County Emergency Management: Work on project issue. (11-7-23; 11-8-23) Conversation with stakeholders on a radio tower lease amendment. (1-2-24) Communicate with Director on state winter weather disaster declaration just released. (1-24-24)

Riley County Emergency Medical Services

Riley County Extension:

Riley County Fire District No. 1: Work on contract law issue. (11-7-23; 11-8-23.) Work on separate contract law issue. (11-7-23) Prepare for January 9, 2024 training presentation to District leadership. (12-27-23; 12-28-23; 12-29-23; 12-30-23; 12-31-23; 1-1-24) Conversation with HR Director regarding upcoming training to District leadership. (1-2-24) Conversation with Department Head on pending litigation. (1-2-24) Additional conversation with HR Director regarding upcoming training to District leadership. (1-2-24) Preparation for

January 9, 2024 training presentation to District Leadership.(1-3-24) Check out technology at Public Works for tonight's training presentation to District Leadership. (1-16-24) Present training, along with HR Director, to District Leadership. (1-16-24) Work on Fire District/University Park fire station project. (2-23-24) Communicate with lobbyist on HB of concern to department. (2-28-24) Communicate with department on KORA issue. Communicate with outside counsel. And Deputy County Counselor. (3-4-24) Communicate with Fire Chief. (3-21-24) Work on contract issue. (3-26-24) ***Prepare and obtain Chairman's signature on Local Disaster Emergency Declaration regarding cybersecurity incident. Attend and participate in special BOCC public meeting. (4-1-24) Draft extension of Local Disaster Emergency Declaration on cybersecurity incident. Then obtain BOCC approval of extension of local disaster emergency declration. (4-2-24; 4-3-24; 4-4-24) Draft local emergency declaration on Axelton Hill Road wildfire and obtain BOCC chairman signature. (4-6-24) Prepare extensions of both local disaster emergency declarations. (4-10-24) Present and obtain BOCC approval of both immediately preceding local disaster emergency declarations. (4-11-24)***

Riley County GIS: Assist with provision of "shapefile" requested by company. Communicate with company representative and GIS staff. (6-5-23; 6-6-23)

Riley County Health Department: Work on contract law issue. (10-12-23;10-13-23.)Work on contract law issue. (10-19-23;10-23-23; 10-24-23.) Advise Department on personnel policy manual upcoming revision. (3-19-24) Communicate with county staff on parking issue.(3-26-24)

Riley County Historical Museum:

Riley County Human Resources. Finalize Green Dot Contract. (9-12-23) Conversation with HR. (10-12-23.) Review example of proposed Performance Review new form to be completed by 10-16-23.(10-12-23) Work with a department on HR issue "IV." (10-13-23.) Work with Department on unrelated HR issue("V"). (10-16-23.) Work with Department on unrelated HR issue "VI".(10-16-23.) Work with department on Personnel issue I. (10-19-23;10-23-23; 10-25-23.) Work with division on personnel law issue II. (10-24-23.) Work with Division and Department Head on personnel law issue II. (10-25-23;10-26-23;10-27-23;10-28-23-10-29-23;10-30-23) Work with Division and Department Head on personnel law issue. (11-1-23.) Work with Division and Department on personnel law issues. (11-2-23;11-3-23; 11-5-23;11-6-23.) Work on personnel law issue for Division and Department. (11-10-23).Work with Division and Department on personnel law issues. (11-9-23;11-13-23; 11-14-23). Prepare for disciplinary action appeal scheduled for January 4, 2024. (12-289-23) Communicate with team members on working group considering revision of personnel manual. Working group to reconvene 1-9-24. (1-2-24) Work on personnel issue. (1-4-24; 1-5-24) Communicate with Department head and Division head on upcoming potential meeting regarding process. (1-12-24) Communication from Division head on upcoming work group work for discussions on personnel policies. (1-12-24) Working group discussion of personnel policy issues. (1-12-23) Working group discussion of personnel policy manual. (1-18-24) Working group discussion of personnel policy practice. (1-22-24) Analyze and comment upon potential policy. (1-24-24) Analyze potential changes to personnel policy. (1-29-24; 1-30-24; 1-31-24) Advise on legal issue. (2-1-24) Work on personnel policy manual issues. (2-22-23;2-23-24) Communicate with Division director given federal law changes in identified policies. (2-27-24)_ Review material provided. (2-27-24) Work with Division Director on scheduling upcoming presentations to BOCC in public meetings. (3-12-24) Work on Personnel Policy issue. (3-13-24) Work on upcoming executive session. (3-12-24;3-13-24) Work on personnel policy issue. (3-14-24;3-15-24;3-17-24;3-18-24) Work on different personnel policy issue than immediately preceding entry.(3-18-24) Work on both of immediately preceding entry matters. (3-19-24) ***Work on dress code issues. (4-9-24) Review KORA request. (4-9-24)***

Riley County Information Technology/GIS Work with department on contract law issue. (10-24-23.) Conversation with GIS staff member regarding City GIS "layer" issue. (1-2-24) Discuss legal issues involving federal act(s) and communication technology. (2-1-24)

Riley County Museum: Advise Director on question raised on behalf of Historical Society. (5-3-23)

Riley County Noxious Weeds/Hazardous Household Waste: Discuss with department head upcoming potential property leases of county ground. (5-3-23) Request Department Head provide copy of deed on one of leased properties—to review restrictions on all the leased properties. (5-4-23) Schedule discussion with Department Head on real property issue. (5-22-23) Review and approve as to form weed control contract proposed by KDOT. Inform Department head I’ve done so. (1-2-24) Conversation with Department Head on immediately preceding contract. (1-2-24)

RILEY COUNTY POLICE DEPARTMENT—Administered by Law Enforcement Agency (“Law Board”): Communication from City Manager, County Clerk and County Attorney regarding RCPD question about potential ordinance or resolution. I contact Barry Wilkerson for discussion. (1-12-24)

Riley County Public Information Officer: Conversation on lawful options for final version of BOCC minutes. (10-24-23.) Schedule upcoming meeting on possible documentary. (3-12-24) Communicate with regarding Facebook change of services offered. (3-12-24)

Riley County Planning & Development: Represent County in District Court hearing on Prairiewood appeal. (8-29-23) Conversation with landowner. (10-12-23.) Review and approve Comprehensive Plan resolution “as to form” for 10-16-23 BOCC meeting. (10-12-23.) Work on pending litigation. (10-13-23) Work on pending litigation “III”. (10-13-23.) Work on pending project “I”. (10-13-23.) Conversation with opposing counsel in pending appeal “II.” (10-13-23) Work on benefit district project. (11-6-23; 11-7-23.) Work to schedule meeting with business and staff on different pending legal issue. (11-7-23; 11-8-23) Work on benefit district contract for environmental assessment. (1-26-24; 1-31-24) Complete work on benefit district contract for environmental assessment; route vendor—approved contract to this department’s Office Manager for placement on next Monday’s business meeting agenda, following conversation with Department Head. (2-1-24) Work with Department Head on contractual issue. (2-14-24) Work with Department Planner and Deputy on upcoming agenda item. (3-19-24) Work on immediately preceding entry again. (3-20-24) Work on benefit district issue. Discuss with Deputy County Counselor. (3-20-24) Review and approve as to form plat. (3-21-24) Discuss upcoming public hearing with staff member. (3-21-24) Work on upcoming land use issue. (3-26-24) *Discuss with staff special use hearing before Planning Board evening of 4-8-24. (4-9-24)*

Riley County Public Information Officer: (5-8-23) Further communication with PIO and working group about same informational program. (5-8-23) Communication from PIO requesting legal advice. (7-24-23)

Riley County Public Works: Discuss land use issue with Department Head. (10-12-23.) Communicate with potential vendor on project. (10-13-23.) Communicate with county insurer on project. (10-13-23.) Contract law issue. (11-6-23.) Work on bid packet issue. (1-2-24) Contacted by KDHE requesting permission for project. Relay request to Public Works Director and invite conversation. (1-3-24) Discuss with Director Township Officers’ March 6, 2024 meeting agenda. Contact outside party as possible participant to assist with program. (2-2-24) Attend and participate in Township Officials annual meeting. (3-6-24) Review and approve contract “as to form.” (3-8-24) Review contract proposed. (3-11-24) Discuss with staff contract proposed. (3-12-24) Work with Assistant County Engineer on assembly of contract for agenda. (3-19-24) Review and approve as to form immediately preceding contract. Conversation with Cindy K on delivery of contract to County Clerk’s office for this Thursday’s agenda. Place contract in delivery bin from Public Works to County Clerk’s office. (3-20-24) *Work on elevator contracts and discuss with Department Head. (4-5-24; 4-6-24; 4-8-24)*

Riley County Register of Deeds: Communicate with three offices, their staff and department heads on common legal issue. (11-7-23) Communicate with department head on same issue. (11-8-23) Work on legal issue regarding filing. (2-29-24; 3-1-24; 3-4-24) Work with department head and staff of County Clerk and

County Appraiser to resolve filing issue. (3-4-24)

Riley County Treasurer: Discuss with Department Head process for Opioid Settlement Fund payments routed from Attorney General's Office. Discuss with Assistant Attorney General supervising such distributions. (12-21-22)

III. Projects by Professional Association, Internal and External Committees/working groups, CLE, & Other Administrative Matters:

Ad Hoc Staff Committees/Work Groups on Multiple Subjects: Staff committee discussion of issue in recent tax sale. Clerk and staff, Treasurer, Appraiser and staff. (3-6-23)

Administrative Matters: Discuss with HR CAR I'll prepare for transition of Counselor position based upon my scheduled 2025 retirement. (5-19-23) Work on transition of Deputy position given incumbent's scheduled retirement. (5-22-23;5-23-23) Discuss and decide with staff on renewal of "Hawver" subscription. (5-30-23) Register for June 20 webinar on Title VI requirements under ARPA; to be conducted by Officer of Recovery. (6-5-23) Information to Office Manager on invoice for Westlaw. (7-5-23) Partners' Meeting. (7-21-23) Review and approve proposed CAR drafted by H.R. for upcoming position vacancy due to a retirement. (7-27-23) Work with HR and staff working group preparing for candidate interviews for 2 positions. (7-27-23;7-28-23) Staff meeting to discuss departmental input, as requested by PIO, on survey regarding retention and recruitment and retention. Provide info to PIO. (8-2-23) Review, approve Department timecards.(8-6-23) Work on transition of department for upcoming vacancy in Office Manager position. Review all internal applications. Communicate with both Riley County Deputy County Counselors and H.R. Director. (8-6-23) Work on transition of department to fill vacancy in Legal Assistant position. (8-10-23;8-11-23; 8-13-23)Review City/County/County agenda for 8-17-23 meeting. (8-13-23) Work on upcoming retirement receptions for department. (8-11-23; 8-14-23; 8-15-23;8-16-23;8-17-23) Continued work on transition of department to fill vacancy in Legal Assistant position. (8-15-23) Participate in panel interview of candidate for Legal Assistant I position.9 (8-18-23) Attend retirement reception in BOCC chambers for Jill Seaton. (8-31-23) Relay eflex latest to staff—No access to court of appeals or supreme court yet as of noon today. (1-26-24) Participate as donor in County/Red Cross blood donation drive. (2-14-24) Work on closing issue involving sale of a portion of a larger parcel—the sale of which does not involve a pending code enforcement proceeding. (2-15-24) Work at PW successfully confirming, with IT assistance, our desktops there appropriately "sync" with our desktops in our CPE office. (2-26-24) Work with Public Works on key card/key fob access to that portion of Public Works building where our office will temporarily relocate. (2-27-24) Work on temporary relocation of office during 4th floor renovation project. (2-28-24) Work with I.T. to synchronize desktops at departmental CPE office and temporary space at Public Works. (3-1-24) ***Catch up on emails. Respond when appropriate. (4-9-24)***

Continuing Legal Education: Attend online CLE program. (6-11-23) Attend CCAK CLE program. (6-16-23)

County Counselor Association of Kansas: Attend and participate virtually in Board of Governors meeting of CCAK. Summer CLE planning.(2-21-24)

Department Head Committee: Attend and participate in committee meeting. (7-5-23) Attend and participate in meeting. (7-19-23) Attend and participate in committee meeting. (8-2-23) Attend and participate in Committee Meeting. (10-18-23) Attend and participate in committee meeting. (11-1-23.) Prepare for meeting scheduled for 1-3-24 (1-2-24) Attend and participate in Committee meeting. (1-3-24) Prepare for, attend and participate in committee meeting. (3-20-24)

Intergovernmental Luncheon: Attend and participate in 2 pm. meeting of committee. (3-11-24)

Joint Task Force on Possible Fair and Rodeo Relocation: Attend 2nd meeting of group at Chamber offices. (7-14-23) Attend first ½ hour of task force meeting at KSU foundation. (8-16-23)

Kansas Association of Counties: Review communication on Kansas Supreme Court case considering self-insured entities. (3-8-24)

Staff Budget and Planning Committee: Work with B & P on development of contracts for transfers to small cities for loss of funds as countywide ½ cent sales tax sunsets 12/31/22. (11-15-22) Review material for BOCC presentation to be made by Budget and Planning during the next BOCC public meeting. (11-28-22) Attend and participate in Committee meeting. (11-29-22) Ask Shilo for her opinion on draft of agreement. (2-7-23) Prepare for scheduled 1-3-24 committee meeting. (1-2-24) Attend and participate in Committee meeting. (1-3-24) Review upcoming agenda for scheduled 1-30-24 committee meeting. Communicate with committee. (1-26-24) Attend and participate in committee meeting. (2-20-24) Work with IT/GIS staff on temporary move of department to Public Works during 4th floor CPE construction project. (2-21-24) Attend and participate in meeting of committee. (3-11-24; 3-12-24; 3-13-24)

Staff Riley County Employee Recognition Day Planning Committee: Attend and participate in committee work planning Employee Recognition Day. (6-20-23) Analyze proposed venue contract. Conversation with County's insurer. Voicemail left with PIO. (7-5-23) Attend and participate in Committee meeting (7-18-23) Communicate with sales representative for AMC Theatre. (8-2-23; 8-3-23) Communicate with AMC representative and our insurer regarding event. (8-13-23) Attend and participate in committee meeting. (8-15-23) Communicate with our insurer and attorney for venue regarding Recognition Day. (8-15-23) Communicate with attorney for venue regarding Recognition Day. (8-16-23; 8-17-23) Attend and participate in Employee Day. (10-9-23.) Work on future Employee Recognition Day issue. (10-18-23) Contact insurer to evaluate coverage for potential site for 2024 Employee Recognition Day. (1-2-24) Attend and participate committee meeting. (2-20-24) Communicate in response to questions about recognition for years of service by employees in attendance. (3-15-24) Attend and participate in committee meeting. (3-19-24)

Staff Road Renaming Committee:



COMMUNITY CORRECTIONS
Travel Request

Megan Lewis
Interim Community
Corrections Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

MEETING: April 15, 2024

SUBJECT: Out of State Travel Request

PRESENTER: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

FISCAL IMPACT

Funding was requested and awarded from five different funding entities for up to twelve individuals to attend the National Association of Drug Court Professionals annual conference. The estimated cost per person is a little over \$2,900.00. Eleven Drug Court Team Members are able to attend this year's training!

NADCP RISE24! May 22nd - May 25th

		Estimated Costs
Conference Registration	Conference Registration	\$895.00
Flight	Flight	\$400.00
Lodging	Hotel	\$860.00
Transportation	Roundtrip airport to hotel \$50/person	\$125.00
Transportation (daily)	Taxi, car rental, ride share, etc. from \$80/person	\$105.00
Mileage reimbursement	Driving to the airport for your flight .655 cents/mile X 130 miles X 2 MHK to MCI)	\$170.00
Parking reimbursement	Parking at airport for flight departure (\$15.50 ave./day)	\$100.00
Food per diem	Total Riley County Rate: \$63 (free breakfast X 4 training days, breakfast=1 X \$15 travel day, lunch=5 X \$18, dinner=5 X \$30)	\$315.00
		\$2,970.00

POSSIBLE MOTION(S)

Move to approve allowing Interim Director Megan Lewis and Intensive Supervision/Drug Court Officer Brett Clark to attend RISE24 in Anaheim, California from May 22nd - May 25th.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- OUT OF STATE Travel Request RISE24 - Megan Lewis (PDF)
- OUT OF STATE Travel Request RISE24 - Brett Clark (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Megan Lewis **DEPARTMENT:** Community Corrections

POSITION TITLE: Intensive Supervision Officer **DATE REQUESTED** April 22, 2024

FUND: 2003-523 BJA Grant

Travel From: Manhattan, Kansas **Date:** Tuesday, May 21, 2024

Travel To: Anaheim, California **Date:** Saturday, May 25, 2024

Purpose of Travel: **To attend the National Drug Court Association RISE24! Conference in Anaheim, California.**

Mode of Travel: Common Carrier ☒ Riley County Vehicle ☐ Privately Owned Vehicle ☒

☒ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Airfare, mileage to/from MCI, Uber to/from airport	\$800
Lodging	4 nights (\$215/night)	\$860
Meals	Food per diem. Riley County Rate=\$63/day (breakfast \$15, lunch \$18 and dinner \$30)	\$315
Registration/Fees	RISE24! Registration	\$895
Other	Parking @ airport	\$100

Total Estimated Travel Costs: \$2970.00

Requested by: _____ **Date:** _____

Approved by: _____

Department Head: _____ **Date:** _____

Chair: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Brett Clark **DEPARTMENT:** Community Corrections

POSITION TITLE: Intensive Supervision Officer **DATE REQUESTED** April 22, 2024

FUND: 2006-526 City Alcohol Funds - Adult

Travel From: Manhattan, Kansas **Date:** Tuesday, May 21, 2024

Travel To: Anaheim, California **Date:** Saturday, May 25, 2024

Purpose of Travel: **To attend the National Drug Court Association RISE24! Conference in Anaheim, California.**

Mode of Travel: Common Carrier ☒ Riley County Vehicle ☐ Privately Owned Vehicle ☒

☒ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Airfare, mileage to/from MCI, Uber to/from airport	\$800
Lodging	4 nights (\$215/night)	\$860
Meals	Food per diem. Riley County Rate=\$63/day (breakfast \$15, lunch \$18 and dinner \$30)	\$315
Registration/Fees	RISE24! Registration	\$895
Other	Parking @ airport	\$100

Total Estimated Travel Costs: \$2970.00

Requested by: _____ **Date:** _____

Approved by: _____

Department Head: _____ **Date:** _____

Chair: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant



COMMUNITY CORRECTIONS
Agreement

Megan Lewis
Interim Community
Corrections Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

MEETING: April 15, 2024

SUBJECT: Greater Manhattan Community Foundation Grant Agreements

PRESENTER: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

BACKGROUND

Riley County Community Corrections has received Greater Manhattan Community Foundation grants since July 2011. We have used these grant dollars to pay for psychological evaluations, mental health evaluations, medication evaluations, medication re-checks and medication assistance.

These dollars have provided much needed direct mental health services to an ever-increasing population of offenders.

DISCUSSION

As federal and state resources shift or deplete, and needs stay the same or increase, it becomes more and more challenging to secure resources for high risk, high need clients. The GMCF funds would enable our agency to access mental health services that are otherwise not affordable. With a high percentage of our adult offender population identified as being moderate to very high risk in their emotional/personal needs, these funds would help us meet our clients needs. In addition, this proposal would assist RCCC in meeting our agency goals of reducing client's risk levels, increasing client success rates, and ultimately enhancing public safety in Manhattan and Riley County.

We were awarded \$3,750.00 for medication and prescription assistance, housing assistance, mental health assessments, therapy co-pays and psychological evaluations.

FISCAL IMPACT

\$3,750.00

RECOMMENDATION(S)

Allow Riley County Community Corrections to accept the 2024 Greater Manhattan Community Foundation Grant.

POSSIBLE MOTION(S)

Move to approve

Riley County Community Corrections to accept the 2024 Greater Manhattan Community Foundation Grant.

Move to deny

Move to modify

Move to table

No action required.

Enclosures:

- 2024 Grant Agreement - Unsigned (PDF)

March 19, 2024

Jessie Hubbard
Riley County Community Corrections
115 North 4th Street
Manhattan, KS 66502

Re: Mental Health Services & Stable Housing

Dear Jessie,

Thank you for submitting a grant application for Grants for Greater Manhattan. I am pleased to inform you that our Executive Board of Trustees has approved a \$3,750 grant for the above-referenced project. Enclosed is the Grant Agreement describing the terms and conditions of the grant. As acknowledgement that you agree to the terms and conditions, **please sign and date the agreement, scan, and return to me at edeen@mcfks.org. The signed agreement must be returned before a check is mailed to your organization.**

A GMCF Semi-Annual Trustees Meeting will take place in the Fall of 2024 and we would like to invite you or another representative of Riley County Community Corrections to attend. A specific date has not yet been set, but you will be contacted with that information. We will acknowledge all our 2024 Greater Manhattan Community Foundation grant recipients and ask your organization to speak briefly about this grant project. By hearing from all 2024 grantees, we give Trustees a better perspective of the impact GMCF has on our community. This is always one of their favorite events of the year.

Congratulations on this funding award! We look forward to seeing you at the 2024 GMCF Semi-Annual Trustees meeting to hear about how the project is progressing.

Sincerely,



Edee Nichols
Grants Coordinator
Enclosure

Attachment: 2024 Grant Agreement - Unsigned (14673 : Greater Manhattan Community Foundation Grant)

2024 GMCF GRANTS FOR GREATER MANHATTAN GRANT AGREEMENT

March 20, 2024

This AGREEMENT is made by and between the Greater Manhattan Community Foundation, a not for profit corporation, organized Pursuant to the laws of the State of Kansas ("Grantor" or "Foundation") with an address at 555 Poyntz Avenue, Suite 269, Manhattan, Kansas 66502 and **Riley County Community Corrections** ("Grantee" or "You") having an address at **115 North 4th St, Manhattan, KS 66502**.

If you are in agreement with the terms of this Agreement, please indicate your agreement by having an authorized individual of your organization sign, date and return the executed Agreement to the Foundation office. Checks may not be issued until the executed Grant Agreement is received by the Foundation office. **Please sign and return the agreement via email to edeen@mcfsks.org. A fully executed agreement will be returned to you for your records.**

A. Recitals

WHEREAS, Grantor is a not for profit, charitable organization created to further the interests of the Greater Manhattan community; making grants to nonprofit, tax-exempt organizations in the Greater Manhattan area for charitable purposes in the areas of the Arts, Basic Human Needs and Disaster Relief, Children and Youth, Community Development and Leadership, Conservation, Preservation and Beautification, Education, the Elderly, and Health Care and Mental Health.

WHEREAS, Grantee has proposed to Grantor that Grantor provide certain funding (the "Grant Award") to support Grantee's project as described in and in accordance with the project description contained in the Grantee grant application, and Grantor has agreed to provide such funding in accordance with the terms of this Agreement.

B. Description of Grant

Grant Title: Mental Health Services and Stable Housing

Grant Award Amount: \$3,750

C. Terms and Conditions

1. **Any changes in the tax-exempt status or changes in the Grantee organization that could lead to a change in that status will be reported immediately to the Greater Manhattan Community Foundation.**
2. The grant will be used solely for the purpose described in the Grantee grant application.
3. The Grantee will keep and maintain records of expenditures adequate to check the use of the grant and will submit upon completion of the project a Final Evaluation Report to include: the date on which the project/program was completed, the manner in which the funds were spent, and an evaluation of the degree of success of the project. Failure to submit the Final Report will negatively affect future grant funding.
4. **Indemnification.** To the full extent permissible by applicable law, Grantee shall defend, indemnify, protect and hold harmless Grantor, its officers, directors, trustees, employees, agents, committee members, advisors (collectively, "Indemnities") from and against any and all damages, claims, liabilities, demands, judgments and the like, including expenses and reasonable attorneys' fees, which may be made or asserted, suffered or incurred by any Indemnity or recovered against them for damages to any real, tangible or intangible property, or for personal injuries or death from, with respect to, or in any way related, in whole or in part, to (i) the Grant project or (ii) any failure to comply with the obligations imposed under this Agreement.

5. Equity. As a condition of accepting this grant award from GMCF, we acknowledge our inclusion policies by affirming the following Inclusion Statement: No person is excluded from agency services; wherever practical, all people will be considered in employment or volunteer participation, regardless of ethnicity, race, age, gender identity/expression, sexual orientation, national origin, economic background/circumstances, physical and/or mental abilities, veteran status, marital status, resident immigration status, and philosophy/religion, or any other discriminatory reason; our organization is continuing to intentionally increase inclusive practices. These statements apply to how our organization serves our target population as well as how we handle hiring and volunteer participation.
6. If it is anticipated that the Grant project cannot be completed within 18 months from the receipt of this award, or cannot be completed for some other reason, or the scope of the Grant project changes materially, the CEO of the Foundation will be notified as soon as possible of the reason for the delay or change in project scope so that other options can be discussed.
7. Public announcements, news stories, publications or information concerning this project will indicate the Greater Manhattan Community Foundation's participation in this project's funding. Copies of any published accounts mentioning the project or the Foundation will be sent to the CEO of the Foundation. The Greater Manhattan Community Foundation logo is available for publication upon obtaining written approval from the CEO. Grantee should be aware that the Foundation, at its discretion, may use all or portions of the Final Evaluation Report for public dissemination, such as a report in its newsletter, press releases, on the Web site of the Foundation and other similar publications.
8. In the event of a lost or stolen grant check, the Grantee will contact the CEO of the Foundation immediately. A \$25.00 re-issuance fee may apply.
9. Neither party hereto shall assign rights or delegate duties rising hereunder without the express written consent of the other.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year below written.

The terms of this Agreement are understood and accepted by:

By: _____ Date: _____
 Jessie Hubbard

By: _____ Date: _____
 Edee Nichols, Grants Coordinator
 Greater Manhattan Community Foundation



PUBLIC WORKS
Personnel

John Ellermann
Public Works
Director/County Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: April 15, 2024

SUBJECT: Request to Fill Position-Solid Waste Operator II

PRESENTER: Evan McMillan, Assistant Public Works Director

BACKGROUND

Our current Solid Waste Operator II recently submitted his retirement resignation and his last day will be May 10th, 2024. I am here today to request approval to fill this budgeted open position in the Solid Waste Department. This position is supervised by the Assistant County Engineer.

The Solid Waste Operator II is responsible for the safe and orderly maintenance and operations of the Solid Waste facility and grounds. This position maintains the grounds, equipment, and transfer station facilities, the closed County landfill, organizes and separates divertible wastes entering the facility (Yard Waste, White Goods, etc.), and organizes, operates, and provides customer service for the composting operation. This position also serves as a back-up for the scale house operations when necessary.

DISCUSSION

Discuss filling the Solid Waste Operator II position within the Solid Waste Department.

FISCAL IMPACT

This is a current budgeted open position within the Public Works Department.

RECOMMENDATION(S)

The current staff does not have the capacity to absorb the additional duties of this position, therefore, staff recommends filling this position.

POSSIBLE MOTION(S)

Move to approve the measure.

Move to deny.

Move to modify or develop alternatives if other concerns or factors arise.

Schedule work session to discuss issue further.

Enclosures:

- Operator II -Solid Waste position description (PDF)
- 2024-04 Solid Waste Operator II PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	Public Works Operator II – Solid Waste	
Department:	Public Works	Division: Solid Waste
Reports to:	Assistant County Engineer	
Pay Grade:	7	Status: Full Time
FLSA Status:	Non-Exempt	

Position Summary: This position is responsible for the operations of the Riley County Transfer Station to include operating construction equipment, maintaining equipment and tools, performing manual tasks and operating the scale house . Work assignments include maintaining the closed County landfill, tree and brush disposal area, the composting area, the scrap iron and appliance areas, grounds, equipment and assisting the customer service representatives when needed.

ESSENTIAL FUNCTIONS:

- Provides regular predictable attendance and fosters a cooperative work environment.
- Opens and closes transfer station and gates, secures area at close of business.
- Maintains the solid waste buildings by making minor repairs.
- Maintains the transfer station grounds.
- Operates heavy equipment.
- Performs light maintenance and servicing on equipment.
- Maintains the composting areas, monitors the area for non-compostable materials, stockpiles materials, turns the windrows, moves windrows, and loads out finished product.
- Maintains the wood chip area, accepts, or rejects wood chips in accordance to pre-established criteria, stockpiles wood chips, loads chips.
- Maintains the tree and brush area.
- Maintains the scrap iron and appliance areas.
- Maintains daily labor, equipment, and material use records.
- Transports heavy equipment to and from the Solid Waste facility.
- Maintains parking areas, paved/rock roads.
- Maintains the cap on the closed county landfill.
- Monitors activities within Solid Waste grounds and assists the public.
- Meets periodically with the Assistant County Engineer
- Performs other duties as assigned.

SECONDARY FUNCTIONS:

- Operates the scale house.
- Picks up litter and trash along highways leading to the transfer station.
- Pulls magnet over roads and parking areas to pick up nails.
- Performs daily operator maintenance to fuel, lubricate and clean equipment.
- Removes snow and ice from interior roads & lots.
- Assists Road & Bridge Division in snow removal activities.
- Coordinates and participates in special projects.
- Clean interior and exterior of scale house as needed.
- Attends meetings and training.
- May be required to work during and after hours, any day of the week, including holidays.

POSITION REQUIREMENTS:

Education: High school diploma or equivalent required

Updated June 2023

Attachment: Operator II -Solid Waste position description (14666 : Request to Fill - Solid Waste Operator II)

License(s)/Certificate(s): Commercial Class A Driver's License required.

Experience: 5 years' experience operating construction equipment required. 1 year of customer service-related work required. 1 year computer experience (Microsoft products) required. Organizational interpersonal and communications skills required. Experience with care and safe operation of construction and maintenance equipment required.

Appropriate combination of experience and education will be considered in lieu of requirements.

Skills:

- Requires initiative and independent judgment.
- Possess a safe work record.
- Ability to use hand tools, power tools, small portable and self-propelled power tools.
- Ability to deal tactfully with people.
- Ability to write or print legibly.
- Ability to perform independently following current procedures.
- Ability to understand and follow oral and written communication.
- Ability to maintain daily labor and equipment records.
- Ability to establish and maintain effective working relations with employees, supervisors, other government agency officials, and the public.
- Ability to make mathematical computations.
- Ability to work independently with little supervision.
- Basic computer skills
- Willingness to work in unpleasant weather conditions and holidays.

Supervisory Control: The employee is generally assigned recurring and routine tasks, but refers deviations, problems, and unfamiliar situations to the Assistant County Engineer. The Assistant County Engineer makes assignments by assigning new work, defining procedure, priorities, and deadlines. Work is checked for appropriateness and completeness through inspections and consultations by the Assistant County Engineer.

Supervisory Responsibility: This position generally does not supervise others, except for community service workers on an occasional basis.

Guidelines: Guides include personnel regulations, computer hardware and software manuals, scale operators' manuals, Kansas Department of Health and Environment – Transfer Station Operation regulations, standard bookkeeping principles, tool and equipment operator's manuals and instruction from supervisors. Application of these guides requires some judgment when applying them to the job. This position requires a reasonable amount of skill, previous training, and experience. Routine tasks are generally assigned. New and unusual tasks are assigned with detailed and specific instructions. Work is checked for appropriateness and completeness.

Complexity: The work involves routine related tasks that require knowledge regarding proper transfer station and turf maintenance techniques. It also involves special skills applied to the safe and efficient operation of construction and maintenance equipment.

Generally, involves routine decisions with work being conducted in strict accordance with written policies and regulations, but may involve difficult situations dealing with the public regarding disposal charges, their inability to pay for disposal after the load has been dumped and the rejection of loads with certain unacceptable wastes. At times, the workload is intense with a high degree of mental concentration

Updated June 2023

required to track multiple customers unloading at the same time at the facility.

Scope & Effect of Work: The main purpose of the work is to operate equipment needed to facilitate the proper handling of the solid waste received and to weigh and process the solid waste received. The actions of a person in this position effects the ability of the Public Works Department to provide for a safe and functional waste disposal facility.

If an employee in this position does not properly perform the duties as assigned may result in the public being immediately affected, KDHE violations may be cited, the waste transfer process is halted, fees may be lost, cash may be unaccounted for, and the county may be assessed fines or penalties.

Personal Contacts: Personal contacts are made with subordinates, other departmental employees, superiors, commercial trash haulers, vendors, contractors, other government agencies, and the public.

Purpose of Contacts: Receives instructions and work scheduling from supervisors. Assists the public with solid waste disposal. Receives complaints from the public which are detailed, complex, and sometimes of an emergency nature – sometimes from irate or hostile persons. Reports complaints received from the public. Establishes and maintains effective working relations with employees, other departments, government agencies and the public.

Physical Demands/Effort: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work can be physically demanding or sedentary where the employee may sit comfortably in a controlled environment to perform tasks. While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger, handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and smell. The employee must occasionally lifts/pushes/pulls 50+lbs, frequently lifts up of 25-50lbs and constant lift of up to 25lbs. Specific vision abilities required by this job include close vision, distance vision, color vision and peripheral vision.

The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

Work Environment/Conditions: Approximately 40% of work involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting, or training rooms. 60% of work is performed in the field where conditions are frequently hot or rainy during summer months and cold or snowy during winter months. A person in this position is exposed to many safety hazards while working adjacent to traffic, near power tools, large moving equipment, gases, corrosive solvents, petroleum fluids and other flammable liquids. This employee may be required to use protective clothing such as a hard hat, safety vest, boots, goggles, gloves, safety glasses, face mask or shield.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Requisition Approval Process

- Submitted by Julie Winter on 04/08/2024 at 10:14 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)		
Company Riley County, KS	Position Template Solid Waste Operator II [PWOPSW]	Work Location Solid Waste Facility
Job ID 2367692	Salary Salary range \$21.53 - \$23.40	Supervisor Position No
Pay Grade RANGE 7 [RANGE 7]	EEO Class Technicians [3]	Workers Compensation 9403 [9403]
Cost Center 1 Solid Waste [150]	Cost Center 2 Solid Waste [150]	Cost Center 3 --
1 Job Slot PUBLIC -1		

Supervisor: Evan McMillan

Department Head: John Ellermann

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours: 2080

☒ Budgeted

☐ New or updated position description

☐ New request for budget (details attached)

Salary: \$48,672.00 Budget for Benefits: \$19,225.44 Total proposed annual budget: \$67,897.44

Additional Position Comments: _____

BoCC Chair	_____	Date: _____
BoCC Member	_____	Date: _____
BoCC Member	_____	Date: _____



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director
MEETING: April 15, 2024
SUBJECT: Professional Appearance proposal
PRESENTER: Elizabeth Ward

BACKGROUND

The last formal update to the Riley County Employee Manual was approved in 2012. Since then, many laws and regulations have changed, as well as operational practices at Riley County. Many of these changes were documented through resolutions, or individual Department Policies.

Having an updated and accurate employee manual is a vital tool to communicate expectations to current and future employees, assist supervisors in managing their teams, and preventing legal liability.

Therefore, a workgroup has collaborated with Keystone risk management group to draft a new Employee Manual and Employee Procedures Manual for Riley County.

The result is a shorter, more concise, and more accurate policy manual. The process also gave us the opportunity to evaluate the policies and update them to the best standard practices for managing our responsibilities as an employer.

FISCAL IMPACT

None

RECOMMENDATION(S)

Recommendation is to approve the proposed Professional Appearance policy attached.

POSSIBLE MOTION(S)

Move to approve the proposed Professional Appearance policy attached.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Employee Policy Changes Exec Summary 2024-04_6th session (DOCX)



Executive Summary of Riley County Employee Manual update (6th session)

Policy changes

- 1) Page 35 - Dress code

4.7 PROFESSIONAL APPEARANCE POLICY

Each employee is a representative of Riley County Government and as such is responsible for providing a professional appearance by being well groomed, being appropriately attired, and functioning in a safe manner within an orderly work environment.

This policy establishes a minimum acceptable dress code for employees of Riley County with these guidelines:

- Final discretion regarding appropriate dress is given to elected officials and department heads.
- Consideration is given to the working conditions and environments of each position.
- Riley County expects consistency in the application of the dress code across departments so productivity and good morale is maintained.
- Safety is the highest priority. In environments where safety is a concern flexibility should be given.

Riley County employees are diplomats for county government. Each employee may be the initial contact or the continued colleague for the customer doing county business. Employees should represent the mission, vision, and values of Riley County. Employees should present a clean, well-groomed, and appropriately attired professional appearance as they perform the tasks involved in their employment.

- Employees in safety sensitive positions have specific clothing requirements, and those who wear a specific uniform should dress according to that expectation.
- Employees who perform work in an office environment will dress in appropriate office attire. Examples of inappropriate office attire include but are not limited to frayed, tattered, or torn clothing; jeans or denim; overalls; painter's pants; military or camouflaged clothing; tee shirts with inappropriate writing or logo's; shorts or cutoffs; halter or midriff type tops; tank or spaghetti strap tops; leisure wear/jogging suits; sweatpants; flip flops; or a general appearance considered excessive by the Department Head.
- Markings of any kind or nature, except for permanent makeup that does not detract from a professional image, are prohibited anywhere upon the face. Only tattoos that would not be considered extremist, indecent, sexist, or racist are allowed to be visible during work hours. Any markings that fall within any of these categories must be covered at all times.
- Piercings are to be tasteful and professional. Earrings are not to be in excess, gauges and plugs are not acceptable. Jewelry should be tasteful and moderate in style. Do you want a number listed for nose or other piercings?
- Alternative attire occasions may be announced by the Board of County Commissioners.
- Education on professional appearance shall be made available to employees as needed.

An individual department may designate a casual dress day. Casual clothing such as jeans, athletic shoes, and clean tee shirts displaying acceptable messages may be appropriate if approved by department head/elected official. Casual dress days will not conflict with the dress policy and guidelines, and employees must still remember their appearance represents Riley County.

If the department head finds an employee's appearance or personal hygiene inappropriate, the employee will be asked to leave work and return properly dressed and groomed. If asked to leave, the time away will be unpaid. Speak with a supervisor about clothing standard questions, before wearing questionable items to work.

**RILEY COUNTY LAW ENFORCEMENT AGENCY
LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Ave.
Manhattan, KS
April 15, 2024 12:00 p.m.
Agenda**

I. ESTABLISH QUORUM- Chairperson Matta

II. PLEDGE OF ALLEGIANCE- Director Peete

III. CONSENT AGENDA

[Items on the Consent Agenda are those of a routine and housekeeping nature or those items which have previously been reviewed by the Law Board. A Law Board member may request an item be moved to the end of the General Agenda.]

- | | |
|-------------|---|
| Pages 3-10 | A. Approve March 18, 2024 Law Board Meeting Minutes |
| Pages 11-23 | B. Approve 2024 Expenditures/Credits |
| Pages 24-25 | C. 2024 Adjusted Financial Journal Entries- (<i>Review</i>) |
| Pages 26-29 | D. RCPD Related County Expenditures- (<i>Review</i>) |
| Page 30 | E. Riley County Jail Average Daily Inmate Population- (<i>Review</i>) |
| Pages 31-34 | F. Approval of Department Policy 46.1.13 Continuity of Operations Plan |
| Pages 35-39 | G. License Plate Reader (LPR) Agreement |
| Pages 40-55 | H. Monthly Crime Report- (<i>Review</i>) |

IV. GENERAL AGENDA

- | | |
|--------------|--|
| | I. Additions or Deletions |
| | J. Public Comment |
| | K. Fraternal Order of Police Lodge #17 Comments |
| | L. Board Member Comments |
| | M. Award Presentation- Director Peete & Assistant Director Moldrup |
| Page 56 | 1. Community Advisory Board Member Recognition, Dr. Lorenza Lockett |
| | 2. Commendation Award |
| Page 57 | a) Officer Jeffrey Nelson |
| Page 58 | b) Officer Wesley Ulmer |
| | 3. Live Saving Award |
| Page 59 | a) Corrections Officer Keegan Anschutz |
| Page 60 | b) Corrections Officer Ashley Britt |
| Page 61 | c) Corrections Officer Nicholas Schmidt |
| Page 62 | N. National Correctional Officers' Week Proclamation- Chairperson Matta |
| Page 63 | O. National Police Week Proclamation- Chairperson Matta |
| Pages 64-69 | P. Audit Engagement Letter, James Gordon & Associates CPA, P.A.- Captain Jager – (<i>Vote Required</i>) |
| Page 70 | Q. Office of Community Oriented Policing Services FY24 Promoting Access to Crisis Teams – Community Policing Development Program Grant Application- Captain Freidline- (<i>Vote Required</i>)
https://cops.usdoj.gov/pdf/2024ProgramDocs/pact/solicitation.pdf https://cops.usdoj.gov/pact |
| Page 71 | R. Bureau of Justice Assistance FY24 Rural and Small Department Violent Crime Reduction Program Grant Application- Director Peete – (<i>Vote Required</i>)
https://bja.ojp.gov/funding/O-BJA-2024-172045.pdf |
| Pages 72-120 | S. 2025 Budget Development & Publication- Director Peete, Captain Jager & Staff- (<i>Discussion/Possible Vote</i>) |

- T. Executive Session- *(Vote Required)*
 - 1. Non-Elected Personnel Matters
 - 2. Attorney Client Privilege
- U. Adjournment

Riley County Law Enforcement Agency (Law Board) Meetings are open to the public. Agenda items may be viewed on the Riley County Police Department website at <http://rileycountypolice.org/law-board>. In order to comply with provisions of the Americans with Disabilities Act (ADA), the Riley County Law Enforcement Agency will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact Executive Offices Manager Nichole Glessner at (785) 537-2112, ext. 2468, for assistance.

The Meeting of the Riley County Law Enforcement Agency will be televised live on local Cox Cable Channel 3, on the City of Manhattan's website at <http://cityofmhk.com/tv>, and also on the RCPD website at <http://rileycountypolice.org/law-board>. A recording will be made available on the RCPD and City websites after the meeting.



RILEY COUNTY POLICE DEPARTMENT

To reduce crime and improve the quality of life for the citizens we serve

Riley County Law Enforcement Agency Law Board Meeting

**Monday, April 15, 2024
12:00 p.m.**

City Commission Chambers
1101 Poyntz Avenue
Manhattan, Kansas

Contact Director Peete with any questions
(785) 537-2112 ext. 2468

RILEY COUNTY POLICE DEPARTMENT MONTHLY BUDGET STATUS REPORT

March 31, 2024	Budget	Current Actual	Actual-YTD	% to date	Last YTD	Remaining	% Balance
	Authorization	March	3 Months	25.00%	Actual	9 Months	75.00%
01 Salaries-Full Time	17,089,553.45	1,344,689.40	4,017,634.74	23.51%	3,829,728.36	13,071,918.71	76.49%
02 Salaries-Part Time	125,000.00	11,606.18	33,144.49	26.52%	22,068.19	91,855.51	73.48%
03 Salaries-Overtime	471,762.00	74,859.85	187,144.41	39.67%	183,780.50	284,617.59	60.33%
TOTAL SALARIES	17,686,315.45	1,431,155.43	4,237,923.64	23.96%	4,035,577.05	13,448,391.81	76.04%
36 Kansas Police & Fire	2,380,794.61	189,731.84	561,825.34	23.60%	596,568.00	1,818,969.27	76.40%
37 KPERS	798,707.30	61,342.25	179,741.59	22.50%	173,495.33	618,965.71	77.50%
38 Social Security	709,538.16	55,882.06	164,416.66	23.17%	156,768.95	545,121.50	76.83%
39 Health Insurance	1,537,150.00	120,000.00	360,000.00	23.42%	360,000.00	1,177,150.00	76.58%
40 Workers Compensation Insurance	380,000.00	15,375.17	37,807.62	9.95%	90,794.16	342,192.38	90.05%
41 Unemployment Compensation	17,686.65	1,366.84	4,042.88	22.86%	3,849.65	13,643.77	77.14%
TOTAL EMPLOYEE BENEFITS	5,823,876.72	443,698.16	1,307,834.09	22.46%	1,381,476.09	4,516,042.63	77.54%
TOTAL PERSONNEL COSTS	23,510,192.17	1,874,853.59	5,545,757.73	23.59%	5,417,053.14	17,964,434.44	76.41%
04 Utilities	205,000.00	15,791.33	15,861.33	7.74%	41,203.82	189,138.67	92.26%
05 Insurance	320,000.00	6,832.00	511,431.00	159.82%	468,299.00	-191,431.00	-59.82%
06 Legal & Accounting	85,000.00	7,932.10	18,407.45	21.66%	16,947.28	66,592.55	78.34%
07 Training & Travel	108,000.00	14,759.51	30,952.33	28.66%	23,799.65	77,047.67	71.34%
08 Postage	7,400.00	299.19	1,390.49	18.79%	1,342.61	6,009.51	81.21%
09 Printing	7,500.00	0.00	37.50	0.50%	99.82	7,462.50	99.50%
10 Rentals-Maint Agreements	60,000.00	6,194.54	10,866.32	18.11%	9,812.74	49,133.68	81.89%
11 Building & Grounds	30,000.00	597.70	4,129.49	13.76%	3,391.48	25,870.51	86.24%
12 Equipment Repair & Maintenance	85,000.00	3,127.63	6,929.31	8.15%	5,910.42	78,070.69	91.85%
13 Vehicle Maintenance	90,000.00	5,982.99	16,026.29	17.81%	15,110.95	73,973.71	82.19%
14 Telephone Service	62,000.00	6,842.24	8,751.48	14.12%	8,705.59	53,248.52	85.88%
16 Medical Fees	15,000.00	1,434.89	2,159.89	14.40%	4,343.00	12,840.11	85.60%
19 Contractual Services-Computers	690,000.00	223,625.85	233,365.86	33.82%	69,908.01	456,634.14	66.18%
20 Other Contractual Services	314,000.00	30,227.85	87,962.33	28.01%	310,387.76	226,037.67	71.99%
TOTAL CONTRACTUAL SERVICES	2,078,900.00	323,647.82	948,271.07	45.61%	979,262.13	1,130,628.93	54.39%
17 Prisoner Food & Care	195,000.00	40,286.12	82,161.13	42.13%	61,024.13	112,838.87	57.87%
21 Community Services	17,500.00	0.00	795.00	4.54%	745.00	16,705.00	95.46%
22 Books, Subscriptions, Memberships	10,000.00	255.00	1,054.95	10.55%	2,548.18	8,945.05	89.45%
23 Uniforms & Accessories	40,000.00	4,400.71	10,111.02	25.28%	9,342.15	29,888.98	74.72%
25 Maintenance Supplies	29,500.00	1,281.72	3,820.49	12.95%	1,908.59	25,679.51	87.05%
26 Fuel & Lubrication	163,000.00	19,304.35	36,384.57	22.32%	24,512.19	126,615.43	77.68%
27 Vehicle Tires	17,000.00	716.25	716.25	4.21%	1,002.14	16,283.75	95.79%
28 Office Supplies	24,000.00	606.56	1,826.77	7.61%	6,788.31	22,173.23	92.39%
29 Replenishment Supplies	45,000.00	2,494.61	6,522.83	14.50%	5,492.95	38,477.17	85.50%
TOTAL COMMODITIES	541,000.00	69,345.32	143,393.01	26.51%	113,363.64	397,606.99	73.49%
30 Communications Equipment	10,000.00	0.00	0.00	0.00%	0.00	10,000.00	100.00%
31 Guns & Crime Equipment	60,000.00	929.69	1,877.81	3.13%	16,457.55	58,122.19	96.87%
32 Furniture	15,000.00	369.70	2,621.98	17.48%	2,850.61	12,378.02	82.52%
33 Office Equipment	452,000.00	26,510.41	53,947.77	11.94%	1,455.26	398,052.23	88.06%
34 Vehicles and Equipment	270,000.00	0.00	18.99	0.01%	0.00	269,981.01	99.99%
TOTAL CAPITAL OUTLAY	807,000.00	27,809.80	58,466.55	7.24%	20,763.42	748,533.45	92.76%
TOTAL NON-PERSONNEL COSTS	3,426,900.00	420,802.94	1,150,130.63	33.56%	1,113,389.19	2,276,769.37	66.44%
TOTAL EXPENDITURES	26,937,092.17	2,295,656.53	6,695,888.36	24.86%	6,530,442.33	20,241,203.81	75.14%

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT REPORT OF AVAILABLE BUDGET

March 31, 2024		Budget	Budget	Total	Spent-YTD	Encumbered	Total Used	% Used	Remaining
		Authorization	Credits	Spendable	3 Months		To Date	To Date	Available
01	Salaries-Full Time	17,089,553.45	27,579.18	17,117,132.63	4,017,634.74	0.00	4,017,634.74	23.47%	13,099,497.89
02	Salaries-Part Time	125,000.00	0.00	125,000.00	33,144.49	0.00	33,144.49	26.52%	91,855.51
03	Salaries-Overtime	471,762.00	3,939.60	475,701.60	187,144.41	0.00	187,144.41	39.34%	288,557.19
TOTAL SALARIES		17,686,315.45	31,518.78	17,717,834.23	4,237,923.64	0.00	4,237,923.64	23.92%	13,479,910.59
36	Kansas Police & Fire	2,380,794.61	0.00	2,380,794.61	561,825.34	0.00	561,825.34	23.60%	1,818,969.27
37	KPERS	798,707.30	0.00	798,707.30	179,741.59	0.00	179,741.59	22.50%	618,965.71
38	Social Security	709,538.16	0.00	709,538.16	164,416.66	0.00	164,416.66	23.17%	545,121.50
39	Health Insurance	1,537,150.00	0.00	1,537,150.00	360,000.00	0.00	360,000.00	23.42%	1,177,150.00
40	Workers Compensation Insurance	380,000.00	0.00	380,000.00	37,807.62	0.00	37,807.62	9.95%	342,192.38
41	Unemployment Compensation	17,686.65	0.00	17,686.65	4,042.88	0.00	4,042.88	22.86%	13,643.77
TOTAL EMPLOYEE BENEFITS		5,823,876.72	0.00	5,823,876.72	1,307,834.09	0.00	1,307,834.09	22.46%	4,516,042.63
TOTAL PERSONNEL COSTS		23,510,192.17	31,518.78	23,541,710.95	5,545,757.73	0.00	5,545,757.73	23.56%	17,995,953.22
04	Utilities	205,000.00	0.00	205,000.00	15,861.33	0.00	15,861.33	7.74%	189,138.67
05	Insurance	320,000.00	0.00	320,000.00	511,431.00	0.00	511,431.00	159.82%	-191,431.00
06	Legal & Accounting	85,000.00	0.00	85,000.00	18,407.45	0.00	18,407.45	21.66%	66,592.55
07	Training & Travel	108,000.00	823.96	108,823.96	30,952.33	0.00	30,952.33	28.44%	77,871.63
08	Postage	7,400.00	121.67	7,521.67	1,390.49	0.00	1,390.49	18.49%	6,131.18
09	Printing	7,500.00	0.00	7,500.00	37.50	0.00	37.50	0.50%	7,462.50
10	Rentals-Maint Agreements	60,000.00	0.00	60,000.00	10,866.32	0.00	10,866.32	18.11%	49,133.68
11	Building & Grounds	30,000.00	20.35	30,020.35	4,129.49	0.00	4,129.49	13.76%	25,890.86
12	Equipment Repair & Maintenance	85,000.00	0.00	85,000.00	6,929.31	0.00	6,929.31	8.15%	78,070.69
13	Vehicle Maintenance	90,000.00	6,368.07	96,368.07	16,026.29	0.00	16,026.29	16.63%	80,341.78
14	Telephone Service	62,000.00	532.79	62,532.79	8,751.48	0.00	8,751.48	14.00%	53,781.31
16	Medical Fees	15,000.00	0.00	15,000.00	2,159.89	0.00	2,159.89	14.40%	12,840.11
19	Contractual Services-Computers	690,000.00	200.69	690,200.69	233,365.86	0.00	233,365.86	33.81%	456,834.83
20	Other Contractual Services	314,000.00	7,450.83	321,450.83	87,962.33	0.00	87,962.33	27.36%	233,488.50
TOTAL CONTRACTUAL SERVICES		2,078,900.00	15,518.36	2,094,418.36	948,271.07	0.00	948,271.07	45.28%	1,146,147.29
17	Prisoner Food & Care	195,000.00	28,920.18	223,920.18	82,161.13	0.00	82,161.13	36.69%	141,759.05
21	Community Services	17,500.00	0.00	17,500.00	795.00	0.00	795.00	4.54%	16,705.00
22	Books, Subscriptions, Memberships	10,000.00	0.00	10,000.00	1,054.95	0.00	1,054.95	10.55%	8,945.05
23	Uniforms & Accessories	40,000.00	6,559.55	46,559.55	10,111.02	0.00	10,111.02	21.72%	36,448.53
25	Maintenance Supplies	29,500.00	0.00	29,500.00	3,820.49	0.00	3,820.49	12.95%	25,679.51
26	Fuel & Lubrication	163,000.00	0.00	163,000.00	36,384.57	0.00	36,384.57	22.32%	126,615.43
27	Vehicle Tires	17,000.00	0.00	17,000.00	716.25	0.00	716.25	4.21%	16,283.75
28	Office Supplies	24,000.00	55.07	24,055.07	1,826.77	0.00	1,826.77	7.59%	22,228.30
29	Replenishment Supplies	45,000.00	0.00	45,000.00	6,522.83	0.00	6,522.83	14.50%	38,477.17
TOTAL COMMODITIES		541,000.00	35,534.80	576,534.80	143,393.01	0.00	143,393.01	24.87%	433,141.79
30	Communications Equipment	10,000.00	2,961.00	12,961.00	0.00	0.00	0.00	0.00%	12,961.00
31	Guns & Crime Equipment	60,000.00	0.00	60,000.00	1,877.81	0.00	1,877.81	3.13%	58,122.19
32	Furniture	15,000.00	0.00	15,000.00	2,621.98	0.00	2,621.98	17.48%	12,378.02
33	Office Equipment	452,000.00	0.00	452,000.00	53,947.77	0.00	53,947.77	11.94%	398,052.23
34	Vehicles and Equipment	270,000.00	0.00	270,000.00	18.99	0.00	18.99	0.01%	269,981.01
TOTAL CAPITAL OUTLAY		807,000.00	2,961.00	809,961.00	58,466.55	0.00	58,466.55	7.22%	751,494.45
TOTAL NON-PERSONNEL COSTS		3,426,900.00	54,014.16	3,480,914.16	1,150,130.63	0.00	1,150,130.63	33.04%	2,330,783.53
TOTALS		26,937,092.17	85,532.94	27,022,625.11	6,695,888.36	0.00	6,695,888.36	24.78%	20,326,736.75

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

**RILEY COUNTY LAW ENFORCEMENT AGENCY
LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Avenue
Manhattan, KS
March 18, 2024 12:00 p.m.
Minutes**

Members Present: Chairperson John Matta
Secretary Barry Wilkerson
Member Patricia Hudgins
Member Wynn Butler
Member Kaleb James

Absent: Vice Chairperson John Ford

Staff Present: Director Brian Peete
Captain Erin Freidline
Captain Scott Hajek
Captain Greg Steere
Assistant Director Kurt Moldrup
Captain Mark French
Captain Brad Jager

Recorder: Victim/Witness Coordinator Lisa Hafliger, Riley County Attorney's Office

I. Establish Quorum: By Chairperson Matta at 12:00 p.m.

II. Pledge of Allegiance: Director Peete led the Riley County Law Enforcement Agency (Law Board or Board) in the Pledge of Allegiance.

III. Consent Agenda:

- A. Approve February 20, 2024 Law Board Meeting Minutes
- B. Approve 2023 & 2024 Expenditures/Credits
- C. 2023 & 2024 Adjusted Financial Journal Entries
- D. RCPD Related County Expenditures (*Review*)
- E. Riley County Jail Average Daily Inmate Population- (*Review*)
- F. Seizure Expenditures- (*Review*)
- G. Reports- (*Review*)
 - 1. Monthly Crime Report
 - 2. Quarterly Review of Emergency Line Performance measurements (COMM 2.5.3)
 - 3. Annual
 - a) Annual IA/AA Report (26.2.5)
 - b) Annual Report of Asset Seizure & Forfeitures

Secretary Wilkerson moved to approve the Consent Agenda as presented. Member Butler seconded the motion. Chairperson Matta polled the Board and the motion passed with Butler, Hudgins, James, Matta, Mattingly-Ebert and Wilkerson voting in favor, and no one voting against. The motion passed 6-0.

IV. General Agenda:

H. **Additions or Deletions:** None.

I. Public Comment: Dennis Cook, Director of the Aggieville Business Association, wanted to thank the RCPD for their help this past weekend with St. Patrick's Day race and parade. Dennis worked primarily with Sgt. Weiszbrod and said the department did a fantastic job of coordinating with them and ensuring that there were no incidents.

J. Fraternal Order of Police Lodge #17 Comments: Terry Tobolski, FOP President, shared that they raised over \$22,000 for the Cops N Kids event that was held in December. This allowed them to sponsor over 75 children from the area and everyone enjoyed the event held at Wal-Mart. Their Polar Plunge event raised over \$3,000 for the Kansas Special Olympics. The RCPD had twelve "plungers."

K. **Board Member Comments:** None.

L. **Award Presentation**

1. **Life Saving Award for Efforts on November 10, 2023 Presented to Dispatch Supervisor Kimberly Boyda**

The Riley County Police Department Life Saving Award was presented to Dispatch Supervisor Kimberly Boyda in recognition of her efforts and dedication to duty while providing critical lifesaving assistance. On November 10, 2023, Dispatch Supervisor Boyda answered a 911 call regarding a 61-year-old female who was choking on food. During the call, the female could be heard in the background coughing and struggling to breathe; however, as the call continued, the coughing stopped and the female's breathing status came into question. Dispatch Supervisor Boyda adeptly switched to the dispatch life-saving instructions protocol and promptly guided the caller through the Heimlich maneuver. This swift action effectively cleared the airway obstruction, stabilizing the female's condition until Riley County Emergency Medical Services (EMS) and first responders arrived. Riley County EMS Assistant Director Josh Gering acknowledged the critical nature of the situation, confirming the effectiveness of the Heimlich maneuver in clearing the fully obstructed airway. Dispatch Supervisor Boyda's decisive response played a pivotal role in preserving life during this choking emergency.

2. **Life Saving Award for Efforts on November 15, 2023 Presented to Dispatch Supervisor Kimberly Boyda**

The Riley County Police Department Life Saving Award was presented to Dispatch Supervisor Kimberly Boyda in recognition of her efforts and dedication to duty while providing critical lifesaving assistance. On November 15, 2023, at approximately 12:15 PM, Dispatch Supervisor Boyda demonstrated exemplary performance when she received an abandoned 911 call. Upon reconnecting with the caller, Dispatch Supervisor Boyda spoke with a distressed female reporting that her husband had lost consciousness and she was unable to revive him. During the course of the call, the caller expressed concern that her

husband might not be breathing. Dispatch Supervisor Boyda promptly utilized the PROQA software to initiate life-saving instructions (CPR). After initiating chest compressions, the caller noticed signs of potential breathing, but Dispatch Supervisor Boyda accurately recognized the situation as agonal breathing and instructed the caller to continue chest compressions. CPR was diligently administered for an additional four minutes until Police Officer Brian Dow and Emergency Medical Services (EMS) personnel arrived on the scene. Emergency Medical Services Assistant Director Josh Gering commended Dispatch Supervisor Boyda's handling of the situation, acknowledging that her prompt administration of CPR likely contributed to the individual's survival.

3. **Life Saving Award for Efforts on November 7, 2023 Presented to Police Officer Nicolas Dugan**
4. **Letter of Appreciation for Efforts on November 7, 2023 Presented to Citizen Daniel Watkins**

Director Peete and Assistant Director Moldrup presented a Life Saving Award to Police Officer Nicolas Dugan and a Letter of Appreciation to Citizen Daniel Watkins in recognition of their efforts while providing critical lifesaving assistance. On November 7, 2023, Officer Nicolas Dugan displayed exceptional responsiveness when he responded to a distress call at Tuttle Terrace, Manhattan, KS, involving an unresponsive 25-year-old male who had stopped breathing. Upon arriving at the scene, Officer Dugan promptly engaged with multiple individuals, including Former VFW Post #1786 Commander Daniel Watkins, who was attempting CPR on the unconscious individual.

Officer Dugan assumed control of the life-saving efforts, which included adjusting the unresponsive male's airway and performing chest compressions. Through his diligent efforts, the individual began exhibiting signs of life and started breathing, albeit faintly. Without the collaborative efforts of both Daniel Watkins and Officer Dugan in administering life-saving measures and providing critical information to EMS, the outcome could have been tragically different.

M. National Public Safety Telecommunications Week Proclamation: Chairperson Matta read the National Public Safety Telecommunications Week Proclamation proclaiming that all citizens of Manhattan and Riley County observe the week of April 14th through April 20th, 2024 as National Telecommunications Week, in honor of the men and women whose diligence and professionalism keep the city, county and citizens safe. Dispatch Supervisors Kimberly Boyda and Amanda Randazzo accepted the proclamation on behalf of the Department.

N. Community Advisory Board Update: Teresa Parks, Chairperson of the Community Advisory Board (CAB), briefed the Law Board on CAB activities to date. She shared that she has taken over as the chairperson and Kirk Crabtree is the vice chairperson. They do have a few open positions and the application is available on the RCPD website. Meetings are held on the 4th Wednesday of the month at 11:30 a.m. and anyone is welcome to attend. If someone would like to be added to the agenda, they can contact Nichole Glessner at RCPD. Teresa personally commended the RCPD on their efforts for Fake Patty's Day. She lives

near the intersection of Bluemont and Julliette and observed patrol regularly coming by. She added that they seemed to be focusing on the safety aspect for the students and commented that she appreciates their efforts.

O. License Plate Reader (LPR) Agreement: Director Peete shared that they are working with the City to finalize contractual agreements and then they will bring it to the Law Board for approval and signatures. Captain Freidline shared that they believe the LPR will assist them with fighting crime and shared a recent situation where they were able to use the program to locate an individual in Wichita safely and without any further incident or harm to anybody by inputting information into the system. Other examples include a situation when an individual was having inappropriate relations with a minor. By using the LPR system they could monitor how often the person came to town to engage with the minor. This system can enhance their investigations and provide additional evidence for prosecution. Captain Freidline shared that the LPR will also assist when other jurisdictions are looking for people that have fled to Manhattan. She stated that they have everything they need from KDOT and the Department of Transportation, they are just working on the final details to get the LPR's on the outskirts of the community.

Member Butler asked how many license plate readers there will be and how they will be maintained.

Captain Freidline shared that they have a total of eleven cameras and ten of them will be placed on the main thoroughfares of the community. They plan to place one in Aggieville as well since that tends to be a bit of a hot spot for criminal activity. She did emphasize that the technology is basically just taking pictures and it doesn't provide a live feed, etc. Captain Freidline explained that once they purchase the cameras there is an annual software and maintenance agreement for the uploads. Each camera costs approximately \$3,000 for a total of \$33,000 per year and it does include warranty services. The company has a location in Wichita so if there are issues with the network or a camera being down, they are within two hours to come and assist with these issues. The RCPD does have liability insurance for the readers as well. She believes this program will be an asset to assisting them with solving crimes.

P. Fake Patty's Day Analysis 2024: Captain Steere stated that he doesn't want this information to be misconstrued as though they are taking any kind of success out of this day. He emphasized that it was a long and difficult day as they had some officers and citizens injured. Captain Steere discussed the challenges of planning for this type of event as it is driven by social media and changes as the day progresses. He commended all RCPD staff members, to include the officers, dispatchers, corrections officers and command staff for the hard work that they put in and how they addressed the difficult and challenging situations. He shared that they had approximately 100 officers (which includes officers from outside agencies) working that day and in planning for next year, which has already started, they anticipate possibly having more officers and asking for assistance from additional outside agencies. Captain Steere stated that the event is continuing to evolve and migrate to residential areas. The statistical reports he shared (pages 76-79) only go back five years, while many of the records for this event occurred in 2012 – 2014. The number of calls for service (533) was up this year with open containers being the most reported (111); in 2013 there were over 820 calls for service. Citizen initiated calls for service were slightly below the five-year average at 180; in comparison there were 321 calls in 2013. Captain Steere shared that there were 62 reports filed compared to 125 in 2012. The number of citations issued (page 79) also increased over last year; the highest was in 2016 with over 600 citations issued. They did have resources out earlier this year as people are starting to drink and congregate early in the morning and the events are concentrated mainly in Aggieville and the residential areas north of Bluemont Avenue. There was an increase in custody arrests this year, although fewer of them were DUIs. Captain Steere commented that many of the arrests were for disorderly conduct

and obstruction related offenses and that most of the arrests occurred later in the evening in the Aggieville area.

Chairperson Matta commented that he has received many compliments on how Fake Patty's Day was handled. He added that this is the first year that they have not had someone emailing or coming to a meeting to complain in his tenure on the City Commission or Law Board. He believes that is a testament to the job that they did.

Captain Steere said that they worked hard to keep the streets open and to dissuade large gatherings.

Chairperson Matta shared that some have suggested possibly moving the race or other community events to Fake Patty's Day in an effort to shift it from just a drinking fest. He is not certain whether this would be a good thing or not.

Captain Steere said that they are open to discussion about it, but he does have concerns that people may not participate in those events. He reiterated that Fake Patty's Day is social media driven and at the whimsy of college students on where they will be congregating, etc.

Member Butler shared that he received significantly less complaints this year about Fake Patty's Day and therefore he believes they (RCPD) must have done something right. He shared that some have said that this is no different than a home football or basketball game weekend; he would be curious to see some data so he can accurately comment on that. He stated that having extra reinforcements next year is probably a good plan. Member Butler commented that there could be some risk with adjusting activities and saying that there isn't going to be a Fake Patty's Day and that there is only going to be a St. Patrick's Day to try and discourage it; but he does think it is worth discussing.

Member James commented that it's unlikely that any declaration they make would stop students from getting on social media and planning their own events. He inquired about what prompted RCPD to complete this analysis.

Assistant Director Moldrup shared that they have done this analysis every year and that they set parameters so they can compare annual statistics.

Member James stated that the 5-year trend makes it appear that issues are increasing, although the 10-year trend shows it is returning to normalcy. He wants to be cognizant of how that may appear to the public and added that he isn't too concerned with whether or not they have a Fake Patty's Day, as long as they are behaving appropriately and not breaking the law.

Assistant Director Moldrup voiced some concern about adding other events to Fake Patty's Day as resources would need to be committed to that, therefore affecting their resources for the organized events. He reiterated that Fake Patty's Day is organic and not organized, which makes it difficult to control. He believes that the strong and early presence of law enforcement helped reduce the number of complaints this year. Assistant Director Moldrup added that they can get numbers, but that this is not comparable to a typical game day weekend.

Member Butler voiced concerns that if they do try to combine the events, they may drive the families away from the parade, etc. He feels that the St. Patrick's Day celebration is a success, so they'll need to look hard at that prior to making any changes.

Captain Steere thanked the Kansas Highway Patrol, KSU Police Dept., and Alcohol Beverage Control for their assistance with Fake Patty's Day.

Q. Process for Issuing Citations to Businesses Found in Violation of Liquor Laws: Captain Steere shared that they have a patrol policy that has been in effect for years that governs their decision making on liquor violation citations. A component of the policy involves having a lieutenant or sergeant make the decision in an effort to take some of the burden off of the officer. He referenced the complex nature of working in Aggieville as an officer and the need to have good working relationships with the bar owners, staff and security officers. Things taken into consideration when deciding whether or not to issue a citation can include if they're checking ID's, marking hands, checking for fake ID's, etc. Captain Steere shared that they do give a lot of warnings and typically it's not until they have given a warning and see repeated concerns or issues then the supervisor will issue a citation.

Chairperson Matta commented that sometimes it is hard for people to understand why businesses aren't cited when they hear about bad things happening within a certain establishment. He recognizes that the process will take it to court and that some of the incidents must not be rising to citations being issued.

Member Butler asked what the consequences are for businesses that receive citations.

Captain Steere said that there are no automatic penalties and that it can vary significantly on a case-by-case basis. Sometimes there are stiff penalties to include fines and possibly not being able to operate, but that is more of an extreme situation. He added that businesses also have the right to appeal and contest the citation.

Member Butler shared that they've had some businesses call and say that they feel RCPD is targeting their business. He recognizes that it can be a difficult position for the officers to be in but added that there may be times, for example towards the end of the night on Fake Patty's Day when the bars are giving people too many drinks which lead to some problems for RCPD at bar close. He feels that it must still be monitored despite the complaints received from businesses.

Member James inquired what the resource drain is for RCPD if the business does appeal.

Captain Steere said they do have to testify on rare occasions and that it is not a great burden for them.

Director Peete commented that soon they will be having budget discussions to include overtime costs related to events within the City and County and how they affect their budget as well as issues related to officer burnout. He wanted to bring attention to this and put it on the radar for the Board and the public. He has concerns that they will have difficulty fiscally supporting several of the initiatives that are part of the crime reduction plan.

R. Crime Reduction Plan: Director Peete shared that they are an intelligence lead agency that uses data and statistics to help determine what is and isn't effective. The purpose of the plan is to fight crime and to understand the external, external and internal contributions that exist. In looking at the problem-solving

approach, the key four areas include prevention, proactivity, response & accountability and recidivism (page 84). The goals and objectives (page 85) include: reduce quality of life crimes (i.e.: theft), reduce violent and drug-related crimes and to promote deterrence, uncover any existing human trafficking or sex related crimes and deter its supporters and to continue RCPD's history of legitimacy and community trust. Director Peete commented that while they can never stop all crimes, they can reduce it by being present in the community and having a good relationship with the citizens. He believes that people coming to Riley County know that the police and community members will not tolerate it. Director Peete discussed the town hall meetings that were held and the feedback they received from those meetings. The list on page 96 summarizes the concerns from that feedback and many are related to the entertainment district and community members perceptions of what occurs there; an increase of officers in this area may assist in making visitors feel safe. Pages 98-102 covers how they plan to address the concerns the received which includes having a strong relationship with those in the entertainment district, proactively addressing narcotics by partnering with other agencies, obtaining funds for the third school resource officer for the future, and additional training opportunities to name a few. Director Peete emphasized that they must be cognizant of possible burnout for their employees and monitor overtime. They have many key partnerships (page 104) that they need to continue to build and nourish. He commented that in situations where someone turns their life around it is because a person of authority gave them empathy which turns into hope, which he believes is crucial for officers moving forward.

Member Butler shared that is he glad they are getting the license plate readers and inquired about getting cameras in Aggieville and getting traffic cameras in the school zones. This could assist with resources as they would have to have a patrol officer present every morning/afternoon. The camera would just record the data and gives it to an officer to review and then they write a ticket, if appropriate. Member Butler stated that there may be some legal issues that would need to be addressed, but he believes it is something that should be considered.

Member James added that he also believes that cameras in the school zones would be beneficial. One of the main complaints he receives is people speeding through school zones and that you can tell if there is an officer present by the traffic pattern. He feels that having some automated consequences would be very helpful. Member James also inquired if they still feel they have enough resources and officers to address the opioid/fentanyl epidemic.

Director Peete shared that they may need to continue to increase partnerships and he is hopeful that increasing technology will be helpful in addressing this issue. He feels that they are okay right now, but they may need to look at it again in the next year or two.

Captain Freidline added that they had nine fentanyl related deaths last year. They were able to make some significant arrests in some of those cases. They do have a detective that is also dedicated to the DEA, which is taking up more and more of their time. They may need to look at adding another individual dedicated to Riley County.

Member James shared that he believes in being proactive and thinks that technology can help with that. He also inquired about sex related crimes and human trafficking (#14) and what resources they need to appropriately address that issue.

Director Peete shared that they have partnerships with state agencies that provide tips and information when they encounter issues here in Riley County. They are also able to reduce costs by partnering with State and Federal agencies that specialize in this area.

Captain Freidline shared that they are a member of the Internet Crimes Against Children Network and that representatives from Wichita came and worked with detectives on investigating these tips. They also have a working relationship with the FBI and they are investigating a partnership with the Secret Service. These agencies can help pay for trainings and give resources to allow them to do some of the work on a local level. Captain Freidline expressed that an analyst position might be beneficial to triage information and off-set the cost of a police officer, but these are all just ideas she is exploring.

Member James shared that he believes they'll need an analyst or technology specialist to do this type of work and he wants to make sure the technology is in alignment so that one person can work with multiple technology types.

S. Executive Session: Chairperson Matta moved to go into executive session for Attorney Client Privilege, until 1:33 p.m. Secretary Wilkerson seconded the motion. Chairperson Matta polled the Board and the motion passed with Butler, Hudgins, James, Matta, Mattingly-Ebert and Wilkerson voting in favor and no one voting against. The motion passed 6-0.

At 1:33 p.m. the open meeting reconvened.

T. Adjournment: Member Butler moved to adjourn the meeting. Member Hudgins seconded the motion. Chairperson Matta polled the Board and the motion passed with Butler, Hudgins, James, Matta, Mattingly-Ebert and Wilkerson voting in favor, and no one voting against. The motion passed 6-0. The March 18, 2024 Law Board Meeting adjourned at 1:33 p.m.

RILEY COUNTY POLICE DEPARTMENT		2024 EXPENDITURES		APRIL 2024	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4001	ADP LLC	19	Payroll	5,334.75	5,334.75
4002	Air Vent Cleaning Co, Inc	11	Kitchen Exhaust Cleaning	640.00	640.00
4003	American Digital Security	12	Equipment Repair	335.00	335.00
4004	Arthur-Green Attorneys at Law	06	Legal Retainer	2,750.00	2,750.00
4005	B-4 Fire Extinguisher	20	Fire Extinguishers	115.50	115.50
4006	Bob Barker Co Inc	17	Inmate Supplies	486.40	
		17	Inmate Supplies	78.12	
		17	Inmate Supplies	191.80	756.32
4007	CALEA	20	Annual Fee	4,595.00	4,595.00
4008	DeepRoots	11	Landscaping	310.00	
		11	Landscaping	1,208.98	1,518.98
4009	Dickinson County Jail	17	Inmate Housing	1,395.00	1,395.00
4010	Krispy Clean Cleaners #1	20	Dry Cleaning	242.10	242.10
4011	Ecolab, Inc	17	Jail - Dishwasher	200.00	200.00
4012	EMC Risk Services LLC	40	Stop Loss Fund	13,674.84	13,674.84
4013	Empac	06	EAP Services	1,650.00	1,650.00
4014	Empower Flex	06	Admin Services	1,213.65	1,213.65
4015	Evco Wholesale Food Corp	17	Inmate Food	3,225.10	
		17	Inmate Food	2,384.43	
		17	Kitchen Supplies	97.27	
		17	Inmate Food	2,138.82	
		17	Inmate Food	1,657.64	9,503.26

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RILEY COUNTY POLICE DEPARTMENT		2024 EXPENDITURES		APRIL 2024	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4016	FARO Technologies Inc	20	Annual Renewal	1,190.00	1,190.00
4017	Law Office of Michael Gillespie	06	Law Board Legal Fees	1,500.00	1,500.00
4018	Grainger	25	Maintenance Supplies	328.95	328.95
4019	Gary Grubbs	20	CVSA Recertification	367.18	367.18
4020	Hiland Dairy	17	Milk	129.00	
		17	Milk	213.56	
		17	Milk	86.00	
		17	Milk	213.56	
		17	Milk	172.00	
		17	Milk	213.56	
		17	Milk	172.00	
		17	Milk	213.56	1,413.24
4021	Easy Ice LLC	12	Equipment Repair	503.58	503.58
4022	Ka-Comm, Inc	12	Equipment Repair	112.00	
		13	Vehicle Maintenance	259.00	
		12	Equipment Repair	32.45	
		12	Equipment Repair	0.00	
		12	Equipment Repair	18.50	
		12	Equipment Repair	199.00	
		13	Vehicle Maintenance	280.00	
		13	Vehicle Maintenance	218.00	
		13	Vehicle Maintenance	222.00	1,340.95
4023	Kansas Gas Service	04	LEC Utilities	3,515.37	
		04	Garage Utilities	44.18	
		04	Aggieville Utilities	81.31	3,640.86
4024	KU Edwards Campus	22	KLEAP - Annual Fee	250.00	250.00
4025	Language Line Services	20	Language Services	457.41	457.41
4026	Lexis Nexis Risk Solutions	20	Zetx	2,480.62	2,480.62

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<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4027	Manhattan Wrecker Service Inc	20	Towing	90.00	
		20	Towing	50.00	
		20	Towing	50.00	190.00
4028	Marta's & Son, Inc	20	LEC Cleaning	2,466.00	2,466.00
4029	Maverick Elevator Inspections	11	Elevator Inspections	530.00	530.00
4030	Max Motors	13	Vehicle Maintenance	-640.23	
		13	Vehicle Maintenance	486.99	
		13	Vehicle Maintenance	231.11	77.87
4031	Baker McMillan AIA Architects	11	Architectural & Consulting	15,175.00	15,175.00
4032	Midwest Commercial Laundry	17	Laundry repair	435.24	435.24
4033	MKC Headquarters	26	Fuel	19,231.86	19,231.86
4034	NAPA of Manhattan	13	Vehicle Maintenance	417.04	
		13	Vehicle Maintenance	-226.00	
		13	Vehicle Maintenance	-66.00	125.04
4035	Kim (Hank) Nelson	20	Pre-Employment	1,000.00	
		20	Pre-Employment	2,000.00	
		20	Pre-Employment	2,500.00	5,500.00
4036	Net@Work, Inc	19	Sage Contract	499.00	499.00
4037	Pawnee Mental Health Services	20	Co Responder Contract	9,956.09	9,956.09
4038	Phillips 66 Fleet Service	26	Fuel	25.00	25.00
4039	Pitney Bowes Reserve Acct	08	Postage	1,000.00	1,000.00
4040	Pottawatomie County Sheriff	17	Inmate Housing	1,395.00	1,395.00

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<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4041	Priority Dispatch Corp	19	Priority Dispatch Contract	14,848.00	14,848.00
4042	Quaker State Express Lube	26	Oil Change	42.00	
		26	Oil Change	42.00	
		26	Oil Change	37.00	
		26	Oil Change	37.00	
		26	Oil Change	42.00	
		26	Oil Change	45.00	
		26	Oil Change	42.00	
		26	Oil Change	42.00	
		26	Oil Change	37.00	
		26	Oil Change	42.00	
		26	Oil Change	42.00	
		26	Oil Change	37.00	
		26	Oil Change	37.00	
		26	Oil Change	42.00	
		26	Oil Change	42.00	
		26	Oil Change	42.00	650.00
4043	Riley County General Fund	14	SW Bell Plexar	187.00	187.00
4044	Riley County Public Works	26	Fuel	430.94	
		11	Gates Repaired	764.88	
		26	Fuel	371.91	
		26	Fuel	609.06	
		26	Fuel	471.02	2,647.81
4045	RCPD Health Plan	39	Health Insurance	120,000.00	120,000.00
4046	Robbins Motor Co.	13	Vehicle Maintenance	604.00	
		13	Vehicle Maintenance	1,130.00	
		13	Vehicle Maintenance	274.75	2,008.75
4047	Hali Rowland	20	Media Consultation	3,735.00	3,735.00
4048	Sir Speedy	09	Printing	364.91	364.91
4049	Smith Plumbing	12	Equipment Repair	456.00	
		12	Equipment Repair	1,658.00	2,114.00

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RILEY COUNTY POLICE DEPARTMENT

2024 EXPENDITURES

APRIL 2024

<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4050	Waxie Sanitary Supply	29	Replenishment Supplies	83.39	
		29	Replenishment Supplies	155.19	
		29	Replenishment Supplies	617.13	855.71
4051	Carla Swartz	20	Pre-Employment	2,000.00	
		20	Pre-Employment	2,000.00	
		20	Pre-Employment	2,500.00	6,500.00
4052	Sysco Kansas City, Inc	17	Inmate Food	45.77	
		17	Inmate Food	-97.82	
		17	Inmate Food	2,949.95	
		17	Replenishment Supplies	101.30	
		29	Replenishment Supplies	1,097.32	
		17	Inmate Food	2,693.87	
		17	Inmate Laundry	656.52	
		17	Inmate Personal Items	196.10	
		29	Replenishment Supplies	581.88	
		17	Inmate Food	4,100.27	
		29	Replenishment Supplies	458.58	
		17	Inmate Food	-17.29	
		17	Inmate Food	2,803.91	
		29	Replenishment Supplies	1,438.68	
		17	Kitchen Supplies	203.17	
		17	Inmate Personal Items	407.89	
		17	Replenishment Supplies	126.82	17,746.92
4053	Axon Enterprises Inc	19	Interview Rooms	8,780.06	
		19	Body Cameras Docking	271.20	9,051.26
4054	Thermal Comfort Air, Inc	11	Contract	865.00	865.00
4055	Konza Sign	13	Vehicle Maintenance	474.15	474.15
4056	Wildcat Partners	13	Vehicle Maintenance	455.00	
		13	Vehicle Maintenance	245.00	
		13	Vehicle Maintenance	365.00	1,065.00

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT

2024 EXPENDITURES

APRIL 2024

<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4057	US Foodservice	17	Inmate Food	281.14	
		17	Inmate Food	1,851.92	
		17	Inmate Food	1,242.53	
		17	Inmate Food	181.58	
		17	Inmate Food	126.45	
		17	Inmate Food	33.76	
		17	Inmate Food	143.16	
		17	Inmate Food	1,368.93	
		17	Inmate Food	101.85	
		17	Inmate Food	1,370.95	
		17	Inmate Food	34.82	
		17	Inmate Food	317.53	
		17	Inmate Food	69.40	7,124.02
4058	USI Insurance Services, LLC	20	Contract 1Q	3,071.25	3,071.25
4059	Verizon Wireless-subpoenas	20	Contract	115.00	115.00
4060	Via Christi Hospital Manhattan	16	Legal Collections	6.00	6.00
4061	Wage Works Inc	06	COBRA Admin Fees	166.00	166.00
4062	Evergy	04	LEC Utilities	10,389.08	
		04	Garage Utilities	31.40	
		04	Aggieville Utilities	71.06	10,491.54
4063	Xerox Financial Services	10	Jail Copier	349.12	
		10	Patrol Copier	266.00	
		10	Evidence Copier	349.12	
		10	Dispatch/Investigations Copier	566.89	1,531.13
			Subtotal	319,621.74	
4201	Academy Sports + Outdoors	31	Crime Supplies	9.99	9.99
4202	Adobe Systems Inc	19	Adobe	21.82	21.82
4203	Nationwide	06	Notary	50.00	50.00

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT

2024 EXPENDITURES

APRIL 2024

<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4204	Amazon.com	29	Replenishment Supplies	37.60	
		28	Computer Supplies	29.49	
		28	Office Supplies	156.94	
		28	Office Supplies	86.37	
		29	Replenishment Supplies	25.98	
		28	Computer Supplies	42.19	
		28	Computer Supplies	162.70	
		28	Office Supplies	48.68	
		29	Replenishment Supplies	30.44	
		29	Replenishment Supplies	66.20	
		29	Replenishment Supplies	32.99	
		33	Acoustic Panels	169.00	
		28	Office Supplies	46.68	935.26
4205	American Jail Association	07	Conference Registration	840.00	840.00
4206	Apple iTunes Store	19	Storage	9.99	9.99
4207	AR15Discounts.com	31	Crime Supplies	68.24	68.24
4208	Arrowhead Forensic Products	29	Replenishment Supplies	162.42	162.42
4209	Baudville Inc	28	Office Supplies	310.75	310.75
4210	Best Buy	28	Office Supplies	49.99	
		28	Office Supplies	-49.99	
		28	Office Supplies	44.99	
		28	Office Supplies	28.58	73.57
4211	Bluestem Electric Co-op Inc	04	Range Electric	341.77	341.77
4212	Briggs	13	Vehicle Maintenance	1,253.62	
		13	Vehicle Maintenance	1,744.23	
		13	Vehicle Maintenance	273.40	
		13	Vehicle Maintenance	1,261.10	
		13	Vehicle Maintenance	1,753.29	
		13	Vehicle Maintenance	1,000.00	7,285.64
4213	Candlewood Vet Clinic	20	Animal Care	203.68	203.68

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT		2024 EXPENDITURES		APRIL 2024	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4214	Charm-Tex Inc	17	Inmate Supplies	140.90	140.90
4215	Chewy.com	20	Animal Care	94.02	94.02
4216	City of Manhattan, Utilities	04	LEC Utilities	3,320.30	
		04	LEC Water Fee	2.48	
		04	Aggieville Utilities	53.11	
		04	Moro Water Fee	2.48	3,378.37
4217	CMI Inc	29	Replenishment Supplies	81.02	81.02
4218	CopQuest, Inc	23	Uniforms	26.94	26.94
4219	Cox Communications, Inc	19	Inmate Cable	210.95	
		19	LEC Internet and Cable	2,348.65	2,559.60
4220	Dash Medical	29	Replenishment Supplies	840.66	840.66
4221	Dillons #94	17	Inmate Food	39.96	39.96
4222	Underground Vaults	20	Shredding Service	50.00	50.00
4223	FBI-LEEDA	07	SLI Training	795.00	795.00
4224	FBI Nat'l Academy Associates	22	Annual Membership	125.00	125.00
4225	Gall's Inc.	23	Uniforms	159.00	
		23	Uniforms	90.10	249.10
4226	GT Distributors Inc	23	Uniforms	151.20	
		23	Uniforms	73.98	
		29	Replenishment Supplies	138.90	
		23	Uniforms	143.04	
		23	Uniforms	66.00	
		23	Uniforms	95.00	668.12
4227	Hertz - LAG Rentals LLC	20	HIDTA Car rental	650.00	650.00

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT

2024 EXPENDITURES

APRIL 2024

<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4228	Home Depot	31	Crime Supplies	13.85	
		25	Maintenance Supplies	42.96	
		25	Maintenance Supplies	99.00	
		31	Crime Supplies	54.97	
		25	Maintenance Supplies	31.97	
		25	Maintenance Supplies	55.76	298.51
4229	Howie's Trash Service	20	Trash Removal	871.00	
		20	Trash Removal	871.00	1,742.00
4230	iKey Ltd	12	Equipment Repair	89.00	89.00
4231	Indeed	20	Monthly fee	120.00	120.00
4232	Insight Public Sector Inc	33	Apple Care	96.03	
		28	Computer Supplies	220.72	
		33	Computer Supplies	456.98	
		28	Computer Supplies	76.14	849.87
4233	KSU Veterinary Hospital	20	Animal Care	55.00	55.00
4234	Kansas Turnpike Authority	07	Tolls	40.45	40.45
4235	Karsmizki Locksmith	20	Duplicate Keys	30.00	30.00
4236	Janja A Lulich	07	Active Shooter Curriculum Consultation	200.00	200.00
4237	Lexis Nexis Risk Solutions	20	User Fee	145.67	
		20	Analyst	8,507.90	8,653.57
4238	Loomly	19	Annual Subscription	300.00	300.00
4239	Lynn Peavey Company	29	Replenishment Supplies	72.55	72.55
4240	Manh Chamber of Commerce	07	Good Morning MHK	25.00	
		07	Military Relations Luncheon	20.00	
		07	Military Relations Luncheon	20.00	65.00
4241	Manhattan Mercury	22	Subscription	38.85	38.85

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT

2024 EXPENDITURES

APRIL 2024

<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4242	Menards	29	Replenishment Supplies	65.64	
		12	Equipment Repair	50.98	
		28	Office Supplies	20.97	
		31	Crime Supplies	21.99	
		11	Building Supplies	89.55	249.13
4243	Military Names	23	Uniforms	28.75	28.75
4244	Office Plus	28	Office Supplies	2,038.40	
		28	Office Supplies	45.85	2,084.25
4245	Optiv Security Inc	28	Computer Supplies	1,703.35	
		28	Computer Supplies	859.20	2,562.55
4246	O'Reilly Auto Parts	13	Vehicle Maintenance	20.90	20.90
4247	Otter.ai, Inc	20	Subscription	119.99	119.99
4248	P-Card Misc Vendors	20	Extradition	-118.52	
		07	KS Narcotics Officers Annual Conf	188.18	
		07	Penn Arms Armorers	-325.00	
		07	AJA Conference	718.79	
		20	Extradition	650.44	
		07	Resource Allocation Training	1,276.27	
		07	KC Arson Task Force Conf	599.03	
		20	Juvenile Transport	55.13	
		07	Enhance & Detection of Blood Evidence	225.20	
		07	Trauma-Informed Sexual Asslt Trng	181.76	
		07	Daigle Learning Center	245.00	
		07	FMLA and ADA Training	299.00	
		07	LE NVG Instructor	2,313.64	
		07	CALEA Conference	4,151.77	
		07	Adv. Incident Command Sys Trng	142.71	
		07	2024 Employment Law Trng	250.00	
		07	EMD/EFD Re-cert	93.00	
		07	Responsive Pract. To School Safety Trng	250.00	
		07	Leadership Academy	1,122.08	
		07	Bulletproof K-9 Tactics	450.00	
		07	CAB Luncheon	64.20	
		07	Work Load Assessment Training	20.28	
		19	Subscription	169.99	
		07	Jail/Correction Risk Mngmt Institute	619.40	
		07	VAWA Training	339.71	
		07	Jail/Correction Risk Mngmt Institute	83.90	

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT		2024 EXPENDITURES		APRIL 2024	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
4248	P-Card Misc Vendors	20	Annual Fees	30.00	
		07	Clandestine Laboratory Invest. Conf	1,390.00	
		20	Extradition	286.79	
		07	Shooting Forensic Solutions	495.00	
		20	Cash Back	-2,000.00	14,267.75
4249	Pro Copy Inc	10	Dept Copies	1,685.66	1,685.66
4250	Reconyx	20	Device and Image Charges	100.00	100.00
4251	reMarkable	33	License	2.99	
		33	License	2.99	5.98
4252	Riley County	13	Vehicle Maintenance	12.95	12.95
4253	Rock Auto	13	Vehicle Maintenance	1,191.14	
		13	Vehicle Maintenance	44.47	
		13	Vehicle Maintenance	676.77	
		13	Vehicle Maintenance	125.87	2,038.25
4254	Safe Life Defense	23	Uniforms	192.71	192.71
4255	Sharps Compliance	17	Inmate Supplies	75.00	75.00
4256	Univ of Louisville SPI	22	SPIAA Annual Dues	50.00	50.00
4257	Staples Advantage	28	Office Supplies	90.47	
		28	Office Supplies	173.83	
		28	Office Supplies	48.43	
		28	Office Supplies	81.69	
		29	Replenishment Supplies	84.65	
		28	Office Supplies	48.96	528.03
4258	Tactical Gear Junkie	23	Uniforms	27.31	27.31
4259	Terminix	11	Pest Control	185.00	
		11	Pest Control	69.00	254.00

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RILEY COUNTY POLICE DEPARTMENT			2024 EXPENDITURES		APRIL 2024	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>		
4260	TLOxp	20	Access	301.60	301.60	
4261	T-Mobile US Inc	14	Patrol Car Phones	47.13	47.13	
4262	Twin Valley Telephone, Inc	14	Riley - Phone	53.77		
		14	Riley - Internet	79.99	133.76	
4263	ULINE	29	Replenishment Supplies	90.99	90.99	
4264	UPS	08	Shipping	28.86		
		08	Shipping	97.57	126.43	
4265	Verizon Wireless	14	Agency Phones	4,760.39	4,760.39	
4266	Walgreen's	17	Inmate Supplies	61.98	61.98	
4267	Wal-Mart	29	Replenishment Supplies	73.65		
		29	Replenishment Supplies	77.86		
		28	Office Supplies	347.99	499.50	
4268	WTC	19	Aggeville - Internet	80.00		
		19	Aggeville - Internet	80.00		
		19	LEC - Internet	335.95		
		19	Downtown - internet	80.00		
		19	LEC - Internet	335.95		
		19	Downtown - Internet	80.00	991.90	
Subtotal				63,883.51		
Total				383,505.25		

Chair, Riley County Law Enforcement Agency

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

**Riley County Police Department
Credits Report
Net Changes from 3/1/2024 to 3/31/2024**

Account Number	Description	March	YTD
600100-00	Manhattan	1,778,697.00	5,336,091.00
600200-00	Riley County	0.00	1,334,023.00
610110-00	Copy Fees-Discovery, etc.	325.00	595.00
610112-00	Copy Fees-Records	345.85	1,704.91
610113-00	Fingerprint Fees-Records	984.69	3,070.40
Budget:		1,780,352.54	6,675,484.31
620900-01	Misc Reimbursements-salaries	15.00	1,612.18
620900-07	Misc Reimbursements-training	0.00	823.96
620900-08	Misc Reimbursements-postage	50.62	121.67
620900-11	Misc Reimbursements-building & grounds	0.00	20.35
620900-13-130	Misc Reimbursements-vehicles	5,340.15	6,368.07
620900-14	Misc Reimbursements-phone	201.06	532.79
620900-17-170	Misc Reimbursements-jail	31.39	28,920.18
620900-20	Misc Reimbursements-Cont Svc	1,678.84	1,678.84
620900-20-400	Misc Reimbursements-Car Lease HIDTA	1,935.85	4,853.40
620900-23	Misc Reimbursements-Uniforms	2,456.99	2,926.99
620900-28	Misc Reimbursements-Office Sup	0.00	55.07
620900-30	Misc Reimbursements-comm eq	0.00	2,961.00
631500-23	Bulletproof Vest Program	0.00	5,241.76
632500-03	JTTF Grant-OT	1,699.47	2,881.71
632700-03	STEP Grant-OT	0.00	1,057.89
632800-01-415	VOCA 2024 Grant Reimb	0.00	25,967.00
Budget Credits:		13,409.37	86,022.86
640902-00	Prior year Restitution	0.00	151.70
Non Budget Credits:		0.00	151.70
Total:		1,793,761.91	6,761,658.87

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Riley County Police Department
Journal entries
Period 3/1/2024 to 3/31/2024

Acct #/Source Code	Description	Date	Year	Prd	Code	Debits	Credits
700120-01	Regular Salaries-----INVEST'N						
Salary March	M Mosher	3/31/2024	2024	03	GL-JE		5,252.00
Total:	Regular Salaries-----INVEST'N					0.00	5,252.00
700122-01-415	VOCA Grant Salaries 2024						
Salary March	M Mosher	3/31/2024	2024	03	GL-JE	5,252.00	
Total:	VOCA Grant Salaries 2024					5,252.00	0.00
Adjust VAC Salary entires per VOCA Grant Reporting Requirements:							
Completed by: <i>Jennifer R. Schneider</i>		Approved by: <i>[Signature]</i>					
743700-37	KPERS						
March KPERS	M Mosher	3/31/2024	2024	03	GL-JE		539.00
Total:	KPERS					0.00	539.00
743700-37-415	KPERS - VOCA Grant 2024						
March KPERS	M Mosher	3/31/2024	2024	03	GL-JE	539.00	
Total:	KPERS - VOCA Grant 2024					539.00	0.00
Adjust VAC KPERS entires per VOCA Grant Reporting Requirements:							
Completed by: <i>Jennifer R. Schneider</i>		Approved by: <i>[Signature]</i>					
743800-38	Social Security						
March SS	M Msoher	3/31/2024	2024	03	GL-JE		326.00
Total:	Social Security					0.00	326.00
743800-38-415	Social Security - VOCA Grant 2024						
March SS	M Msoher	3/31/2024	2024	03	GL-JE	326.00	
Total:	Social Security - VOCA Grant 2024					326.00	0.00
Adjust VAC SS entires per VOCA Grant Reporting Requirements:							
Completed by: <i>Jennifer R. Schneider</i>		Approved by: <i>[Signature]</i>					
743810-38	Medicare Tax						
March Medicare	M Mosher	3/31/2024	2024	03	GL-JE		76.00
Total:	Medicare Tax					0.00	76.00
743810-38-415	Medicare Tax- VOCA Grant 2024						
March Medicare	M Mosher	3/31/2024	2024	03	GL-JE	76.00	
Total:	Medicare Tax- VOCA Grant 2024					76.00	0.00
Adjust VAC Medicare entires per VOCA Grant Reporting Requirements:							
Completed by: <i>Jennifer R. Schneider</i>		Approved by: <i>[Signature]</i>					

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Riley County Police Department
Journal entries
Period 3/1/2024 to 3/31/2024

Acct #/Source Code	Description	Date	Year	Prd	Code	Debits	Credits
743900-39	Health Insurance						
March Health Ins	M Mosher	3/31/2024	2024	03	GL-JE		489.00
	Total: Health Insurance					0.00	489.00
743900-39-415	Health Insurance - VOCA Grant 2024						
March Health Ins	M Mosher	3/31/2024	2024	03	GL-JE	489.00	
	Total: Health Insurance - VOCA Grant 2024					489.00	0.00
Adjust VAC Health Ins entires per VOCA Grant Reporting Requirements:							
Completed by: <i>Jennifer R. Schneider</i> Approved by: <i>[Signature]</i>							
744000-40	Workers Comp Insured deductibles						
March WC	M Mosher	3/31/2024	2024	03	GL-JE		123.00
	Total: Workers Comp Insured deductibles					0.00	123.00
744000-40-415	Workers Comp - VOCA Grant 2024						
March WC	M Mosher	3/31/2024	2024	03	GL-JE	123.00	
	Total: Workers Comp - VOCA Grant 2024					123.00	0.00
Adjust VAC WC entires per VOCA Grant Reporting Requirements:							
Completed by: <i>Jennifer R. Schneider</i> Approved by: <i>[Signature]</i>							
744100-41	Unemployment Compensation						
March Unemployment Ir	M Mosher	3/31/2024	2024	03	GL-JE		5.00
	Total: Unemployment Compensation					0.00	5.00
744100-41-415	Unemployment Compensation - VOCA Grant 2024						
March Unemployment Ir	M Mosher	3/31/2024	2024	03	GL-JE	5.00	
	Total: Unemployment Compensation - VOCA Grant 2024					5.00	0.00
Adjust VAC Unemployment Comp entires per VOCA Grant Reporting Requirements:							
Completed by: <i>Jennifer R. Schneider</i> Approved by: <i>[Signature]</i>							

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Program Name-GLLT34 Thru MARCH
Version Date- 3/21 Year 2024

RILEY COUNTY
Fund Summary of Revenue/Expense
Percent of Year 25.0%

Date. 4/01/24 Page. 149
Time.13.48.02

DISBURSEMENTS/REVENUES/TRANSFERS - Fund.. 168 RCPD Federal Seizure Fund

Obj	Prj	Description	Kind	Budget \$	M-T-D	Y-T-D	%	Remaining
Department.142 Riley Co Police Dept								
402		Investment Interest	R	.00	.00	1,654.12		.00
Department Revenue.. #142				.00	.00	1,654.12 *		.00
Total Revenue Fund.... 168				.00	.00	1,654.12 **		
Total Trans. IN Fund.. 168				.00	.00	.00 **		
Total Rev. & Trans. .. 168				.00	.00	1,654.12 **		
Total Disbursements... 168				.00	.00	.00 **		

BUDGETARY EXPENDITURES - Fund.. 168 RCPD Federal Seizure Fund

Obj	Prj	Description	Budget \$	Used M-T-D	Used Y-T-D	%Used	Remaining	Encumbrance	Available
Total Expenditures Fund 168			.00	.00	.00		.00	.00	.00 **

SUMMARY for - Fund 168 RCPD Federal Seizure Fund

Beginning Year Balance.....	116,018.19
YTD Revenue.....	1,654.12
YTD Reported Expenses.....	.00
YTD Non-Reported Expenses...	.00
YTD Treasurer Disbursements.	.00
YTD Transfers In.....	.00
YTD Transfers Out.....	.00
Prior Year Voided Checks....	.00
Prior Year Expenses	.00
Prior Year Revenues	.00
Prior Year Corrections.....	.00
Ending Fund Balance.....	117,672.31 ***

This report is generated by Riley County. It shows RCPD's Federal Seizure Activity throughout the last month.

Program Name-GLLT34 Thru MARCH
Version Date- 3/21 Year 2024

RILEY COUNTY
Fund Summary of Revenue/Expense
Percent of Year 25.0%

Date. 4/01/24 Page. 150
Time.13.48.02

DISBURSEMENTS/REVENUES/TRANSFERS - Fund.. 169 RCPD State Seizure Fund

Obj	Prj	Description	Kind	Budget \$	M-T-D	Y-T-D	%	Remaining
Department.142 Riley Co Police Dept								
875		Misc. Expenses	D	.00	.00	6,000.00-		.00
402		Investment Interest	R	.00	.00	2,455.52		.00
		Department Revenue.. #142		.00	.00	2,455.52 *		.00
		Department Dsbmnts.. #142		.00	.00	6,000.00-*		
		Total Revenue Fund.... 169		.00	.00	2,455.52 **		
		Total Trans. IN Fund.. 169		.00	.00	.00 **		
		Total Rev. & Trans. .. 169		.00	.00	2,455.52 **		
		Total Disbursements... 169		.00	.00	6,000.00-**		

BUDGETARY EXPENDITURES - Fund.. 169 RCPD State Seizure Fund

Obj	Prj	Description	Budget \$	Used M-T-D	Used Y-T-D	%Used	Remaining	Encumbrance	Available
Total Expenditures Fund	169		.00	.00	.00		.00	.00	.00 **

SUMMARY for - Fund 169 RCPD State Seizure Fund

Beginning Year Balance.....	176,457.01
YTD Revenue.....	2,455.52
YTD Reported Expenses.....	.00
YTD Non-Reported Expenses...	.00
YTD Treasurer Disbursements.	6,000.00-
YTD Transfers In.....	.00
YTD Transfers Out.....	.00
Prior Year Voided Checks....	.00
Prior Year Expenses	.00
Prior Year Revenues	.00
Prior Year Corrections.....	.00
Ending Fund Balance.....	172,912.53 ***

This report is generated by Riley County. It shows RCPD's State Seizure Activity throughout the last month.

Program Name-GLLT34 Thru MARCH
Version Date- 3/21 Year 2024

RILEY COUNTY
Fund Summary of Revenue/Expense
Percent of Year 25.0%

Date. 4/01/24 Page. 153
Time.13.48.02

DISBURSEMENTS/REVENUES/TRANSFERS - Fund.. 173 RCPD Levy/Op							
Obj	Prj	Description	Kind	Budget \$	M-T-D	Y-T-D	% Remaining
<u>Department. 0</u> Not Designated							
180		Distr - Real Current	R	5,219,242.00	96,212.24	3,040,946.55	58.26 2,178,295.45
182		Distr - Oil & Gas Curr.	R	.00	26.91	642.12	.00
184		Distr - P.P. Current	R	.00	4,067.33	35,150.98	.00
190		Distr - 16/20M Trucks Cur	R	2,896.00	168.44	2,249.35	77.67 646.65
193		Distr - Watercraft Cur	R	3,022.00	553.95	2,549.97	84.38 472.03
181		Distr - Real Delq.	R	.00	7,854.47	28,052.46	.00
185		Distr - P.P. Delq.	R	.00	1,702.28	1,992.29	.00
192		Distr - 16/20M Trucks Del	R	.00	179.30	179.30	.00
194		Distr - Watercraft Del	R	.00	217.41	230.93	.00
102		Distr - Motor Vehicle Tax	R	385,401.00	32,177.25	107,594.65	27.92 277,806.35
103		Vehicle Rental Excise Tax	R	8,690.00	.00	3,111.35	35.80 5,578.65
113		Distr - RV Tax	R	3,781.00	160.30	896.79	23.72 2,884.21
130		Distr - Commercial Veh	R	16,285.00	3,803.34	4,082.89	25.07 12,202.11
191		Distr - TIF Adjustment	R	.00	159.08	78,073.25-	.00
Department Revenue.. # 0				5,639,317.00	147,282.30	3,149,606.38 *	2,477,885.45
<u>Department.171</u> RCPD Operations							
<u>Department.416</u> HD-KCCTF							
Total Revenue Fund.... 173				5,639,317.00	147,282.30	3,149,606.38 **	55.85
Total Trans. IN Fund.. 173				.00	.00	.00 **	
Total Rev. & Trans. .. 173				5,639,317.00	147,282.30	3,149,606.38 **	
Total Disbursements... 173				.00	.00	.00 **	

BUDGETARY EXPENDITURES - Fund.. 173 RCPD Levy/Op							
Obj	Prj	Description	Budget \$	Used M-T-D	Used Y-T-D	%Used	Remaining Encumbrance Available
<u>Department. 0</u> Not Designated							
<u>Department.171</u> RCPD Operations							
2200		Office Equipment Rental		950.00	1,900.00		1,900.00-.00 1,900.00-
2220		Building Space Rental	12,000.00	.00	950.00	7.92	11,050.00.00 11,050.00
2330		Transportation Servic	6,000.00	.00	.00		6,000.00.00 6,000.00
2480		Repair/Maint Build/Gr	140,000.00	6,514.61	17,040.75	12.17	122,959.25.00 122,959.25
2650		Physician Fees	240,000.00	31,054.81	68,249.13	28.44	171,750.87.00 171,750.87
2655		Hospital Fees	10,000.00	.00	.00		10,000.00.00 10,000.00
2900		Budget Appropriations	5,336,092.00	.00	1,334,023.00	25.00	4,002,069.00.00 4,002,069.00

This report is generated by Riley County. It shows the County's Expenditures on the Riley County Police Department including contributions towards their budget obligation and payments on RCPD's facilities. For further information please refer to the County's Finance and Budget Section.

Program Name-GLLT34 Thru MARCH
Version Date- 3/21 Year 2024

RILEY COUNTY
Fund Summary of Revenue/Expense
Percent of Year 25.0%

Date. 4/01/24 Page. 154
Time.13.48.02

BUDGETARY EXPENDITURES - Fund.. 173 RCPD Levy/Op

Obj	Prj	Description	Budget \$	Used M-T-D	Used Y-T-D	%Used	Remaining	Encumbrance	Available
Department.171 (continued)									
		Total Contractual Expenses	5,744,092.00	38,519.42	1,422,162.88	24.76	4,321,929.12	.00	4,321,929.12
3010		Office Supplies	500.00	.00	.00		500.00	.00	500.00
3060		Medical Supplies	500.00	.00	.00		500.00	.00	500.00
3070		Prescriptions	500.00	.00	.00		500.00	.00	500.00
		Total Commodities Expense	1,500.00	.00	.00		1,500.00	.00	1,500.00
		Department Expense # 171	5,745,592.00	38,519.42	1,422,162.88	24.75	4,323,429.12	.00	4,323,429.12 *
		Expense & Transfers# 171	5,745,592.00	38,519.42	1,422,162.88				
Department.416 HD-KCCTF									
		Total Expenditures Fund 173	5,745,592.00	38,519.42	1,422,162.88	24.75	4,323,429.12	.00	4,323,429.12 **

SUMMARY for - Fund 173 RCPD Levy/Op

Beginning Year Balance.....	137,841.73
YTD Revenue.....	3,149,606.38
YTD Reported Expenses.....	1,422,162.88-
YTD Non-Reported Expenses...	.00
YTD Treasurer Disbursements.	.00
YTD Transfers In.....	.00
YTD Transfers Out.....	.00
Prior Year Voided Checks....	.00
Prior Year Expenses	13,252.42-
Prior Year Revenues	.00
Prior Year Corrections.....	.00
Ending Fund Balance.....	1,852,032.81 ***

This report is generated by Riley County. It shows the County's Expenditures on the Riley County Police Department including contributions towards their budget obligation and payments on RCPD's facilities. For further information please refer to the County's Finance and Budget Section.

RILEY COUNTY POLICE DEPARTMENT

Report Submission

Assigned Tracking # **24-070**

To:	Director Peete		
Thru:	Assistant Director Moldrup		
From:	Cpt. Mark French		
Position:	Commander	Division:	Jail
Report Title:	Monthly Inmate Population Report		
Rpt Freq./Year:	March 2024		
Policy #:	N/A		
Date:	April 4, 2024		

Presented below is a summary of Average Daily Population (ADP) for the Riley County Jail. This report is being submitted monthly at the request of the Law Board.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
JAN	73.7	70.2	87.0	75.0	72.6	84.8	71.6	67.3	100.1	102.3	104.2
FEB	68.9	74.3	93.1	82.9	68.4	85.5	64.8	67.1	111.5	109.5	104.1
MAR	66.2	71.8	91.9	73.2	75.2	88.4	68.6	78.6	112.1	115.0	103.2
APR	62.0	74.2	89.1	74.1	81.0	81.6	58.9	80.4	114.6	117.5	
MAY	68.9	80.3	81.9	77.4	87.5	79.4	47.4	74.2	104.6	113.4	
JUN	63.9	82.0	87.8	73.1	88.5	78.4	50.0	66.0	100.5	115.6	
JUL	68.8	77.8	83.6	80.0	83.8	71.9	53.7	71.5	99.5	121.0	
AUG	74.5	72.7	75.7	82.4	80.6	82.3	55.8	85.2	95.7	123.5	
SEPT	61.7	73.6	75.8	84.3	81.2	74.6	61.3	90.2	109.0	123.6	
OCT	76.3	73.5	73.4	74.3	72.8	76.2	60.0	91.5	115.9	125.9	
NOV	77.0	76.7	73.0	76.2	78.3	71.3	69.3	96.0	106.1	112.5	
DEC	71.0	77.4	69.6	78.9	79.9	72.9	69.4	97.9	99.4	106.7	
YADP	64.2	75.4	81.8	77.7	79.15	78.9	60.9	80.5	105.8	115.5	103.8

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Policy Title: 0.0.0 Applicability And Change		
Policy & Procedures	Approved On: 04-13-2011	Order: GO 2011-001
 RILEY COUNTY POLICE DEPARTMENT To reduce crime and improve the quality of life for the citizens we serve	Approved: <i>B. Schoen</i>	
	Brad Schoen Director	
Riley County Police Department	CALEA Standard:	
Manhattan, KS	N/A	
Chapter: 0 – Introduction – General Provisions		

1. **Applicability:** The policies and procedures annotated in the following Chapters and Sections are applicable to all personnel of the Riley County Police Department and are hereby referred to collectively as the RCPD Policy Manual.
2. **Change:** The Policy Manual is a living document that requires modification as legal guidelines, legislation, common practice, and professional standards change. When alteration is necessary, the following procedures will be observed to affect those changes:
 - A. All content written in *blue/green* font with grey background shading requires the review and approval (by a majority consensus) of an established group of Department employees, hereinafter referred to as the Policy Review Committee (PRC). (*blue FOP Sworn Contract wording/green FOP Non-Sworn Contract wording*) Further, such content may not be altered – permanently or temporarily – without the approval of the Riley County Law Enforcement Agency (Law Board).
 - B. All other content may be altered in accordance with Policy 12.2.1, Written Directive System.
 - C. All changes become effective when approved in writing by the Director or the authorized signatory of the Law Board.
3. **CALEA On-Site Assessment:** If needed, the Director may authorize minor policy changes during an on-site assessment to allow the Department to successfully complete the accreditation process. Any changes authorized will be routed through the above listed procedures as soon as applicable.

☒ **GENERAL ORDER (Requires Law Board Approval)**

NUMBER: N/A

☐ **SPECIAL ORDER**
☒ New Policy

☐ Update Existing Policy

POLICY: 46.1.13 - Continuity of Operations Plan
PURPOSE: New Policy

Date Proposed Policy Disseminated: 2/28/2024

Date Approved Policy Disseminated: N/A

INITIAL REVIEW & RECOMMENDATION:

☒ **Sworn - Command Staff**
☒ **Non-Sworn - Jail Lieutenants**
☒ **Non-Sworn - RMS Supervisor**
☒ **Sworn - Command Level**
☒ **Non-Sworn - Communication Mgr.**
☒ **Non-Sworn - Accreditation Mgr.**

Electronic Review Via PowerDMS - See Report

Assistant Director - Initial Review

Approved:

☒

Revision Suggested:

☐

Initials:

Date:

2/22/2024

APPROVALS:

Vote Outcome:	# Agreed	# Disagree
PRC Majority Approved		
PRC Majority Rejected		

Brad Ingalls

Policy Review Committee Chair Approval

AD Moldrup

Assistant Director's Approval

Director Peete

Director's Approval

Law Board Chair Approval (General Orders Only)

3/10/2024

Date

3/7/2024

Date

3/28/2024

Date

Date

☒ **A RCPD-All**
☐ **B1 Sworn - Command Staff** [Captains, Asst. Director, Director]

☐ **B2 Sworn - Command Level** [Lieutenants]

☐ **B3 Sworn** [Police Officers, Sergeants]

☐ **B4 Sworn - Court Security** [Sworn, Sgt, Court Screeners]

☐ **B5 Sworn - Patrol Sergeants**
☐ **C Investigations - Other** [Evidence Technician, Evidence Supervisor, CSI Technician]

☐ **C2 Investigations - Other** [Crime Analyst]

☐ **D Admin - Non-Sworn - Clerical** [Accountant, Accreditation Manager, Executive Secretary, HR Coordinator, HR Technician, PIO]

☐ **E Admin -** [Supply Technician, Maintenance Technician I & II, Custodian, Maintenance Supervisor]

☐ **F Admin - Other**
☐ **G1 Support - Dispatch** [Communication Manger]

☐ **G2 Support - Dispatch** [Dispatcher, Dispatch Supervisor]

☐ **H1 Support - Clerical** [RMS Supervisor]

☐ **H2 Support - Clerical** [Clerk, Secretary, RMS Technician]

☐ **I Support - Other**
☐ **J Support - IT** [Computer Technician I & II, Systems Administrator]

☐ **K1 Jail** [Lieutenants]

☐ **K2 Jail** [Correction Officers, Sergeants]

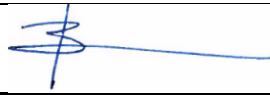
☐ **L Jail - Support Staff** [Jail Assistant]

☐ **M Jail** [Lieutenants]

☐ **N PSA's**
☐ **O Legal Counsel** [Derrick Roberson]

☐ **P READ ALL PROPOSED POLICIES** [Includes PRC members and other employees at their request]

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Policy Title: 46.1.13 Continuity of Operations Plan		
Policy & Procedures	Approved On:	Order:
 RILEY COUNTY POLICE DEPARTMENT To reduce crime and improve the quality of life for the citizens we serve	Approved: 	
	Brian R. Peete, Director	
Riley County Police Department	CALEA Standard:	
Manhattan, KS	46.1.13, COMM 6.4.2	
Chapter: 46 - Critical Incidents, Special Operations and Homeland Security		

1. **Continuity of Operations Plan (COOP)** – The Riley County Police Department maintains a Continuity of Operations Plan to ensure the continuous performance of the essential functions and operations during an emergency or other critical circumstances. The COOP includes instruction on protecting facilities, equipment, and records during an emergency in order to minimize damage and losses as well as a timely and orderly plan to recover and resume full service. A hard copy of the Continuity of Operations Plan will be maintained in the Communications Center and an electronic copy will be stored on the department's network as well as within the department's policy management software.
2. Documented quadrennial training consisting of a table-top or similar exercise will be provided to all department employees.
3. Once the plan has been activated and the emergency has passed, an After-Action review will be completed when feasible. Each Division Commander will submit a written report of their action. The After-Action report should be as detailed as possible and will include, at a minimum, their Division's:
 - 1) Nature or circumstances causing the plan to be activated;
 - 2) Specific Components or resources within the plan which were utilized to include commitment of equipment and manpower committed;
 - 3) Impact of command and supervisory actions;
 - 4) Number of hours dedicated to the incident;
 - 5) Identification of specific problems encountered;
 - 6) Areas where future operational or administrative improvements should be considered, if any.
4. The Assistant Director will hold a formal After-Action Review. All agencies involved in the incident will be invited to attend. The information will be used to modify and improve the existing Continuity of Operations Plan. (See also [policy 46.1.3 – ICS Command Function](#)).

Policy Title: **46.1.13 Continuity of Operations Plan**

5. The COOP will be reviewed annually by Command Staff. The review will result in a written report prepared by each Division Commander and sent to the Director. The report should and include:

- 1) Confirmation that all information contained therein is accurate and up to date; OR
- 2) Recommendations for updates and changes to the COOP;
- 3) Final draft of recommended changes submitted for approval.

6. See also [Policy 6.4.4 – Independent Backup Communications System](#) and [Policy 46.0.0 – Law Enforcement Center Emergency Evacuation Plan.](#)

LICENSE PLATE READER LICENSE AGREEMENT

THIS Agreement is made and entered into this ____ day of _____, 2024, by and between the City of Manhattan, a Kansas municipal corporation ("City"); the Riley County Police Department ("RCPD"), and the Riley County Law Enforcement Agency ("Agency").

WITNESSETH:

WHEREAS, the City controls the City's rights-of-way and owns, operates and maintains certain light poles within the City rights-of-way; and,

WHEREAS, RCPD desires to place license plate reading cameras and related equipment on breakaway poles in several locations upon within the City's rights-of-way, and on City-owned light poles in certain locations where stand-alone poles are not possible; and,

WHEREAS, the license plate reader cameras will capture still photos of automobile license plates traveling on the nearby street or intersection and will improve RCPD operational efficiency, accelerate case clearance, compliment responses to silver and amber alerts, and provide actionable evidence.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. **Revocable License Grant.** City hereby grants a revocable license to the Agency and RCPD to use portions of the City's rights-of-way and City-owned light poles, subject to the terms and conditions contained in this Agreement, for the installation, use and maintenance of RCPD Equipment as described herein.
2. **RCPD Equipment.** For the purposes of this Agreement, "RCPD Equipment" means motion-activated license plate reading cameras placed and oriented to capture still photos of automobile license plates traveling on the nearby street or intersection with a cellular transmitter to wirelessly transmit that data. Such term includes related battery supply, solar recharging panels, software, and KDOT standard breakaway poles to support the camera and related equipment.
3. **Installation of RCPD Equipment.**

A. ***Approval required.*** RCPD is authorized to install, maintain and use RCPD Equipment at the locations listed in Appendix A. For additional locations, prior to installation, RCPD shall submit detailed maps and proposed locations for RCPD Equipment to the City's Director of Public Works ("PW Director") or other City designee. The PW Director or designee shall review the proposed location(s) and, if necessary, shall conduct site visits to determine the suitability of the location. RCPD shall make available a representative with proper authority to attend each site visit. If the proposed location includes an RCPD request to connect to a City electrical power source, the City will notify the RCPD whether the City will donate the electrical costs or require RCPD to pay for the costs. The final location within City ROW shall be within the sole discretion of the PW Director or designee, but RCPD shall be under no obligation to install the RCPD Equipment if it

deems the location or costs unacceptable. If additional locations are agreed upon, the parties agree to add the locations to Appendix A, along with the party responsible for payment of electrical costs when the RCPD Equipment connects to a City electrical power source.

B. ***Installation.*** RCPD is solely responsible for the proper, professional and safe installation of RCPD Equipment. RCPD shall follow proper “dig-safe” and utility location procedures prior to installation of any breakaway pole.

C. ***Signage.*** RCPD shall label its cameras with its agency name, and shall not allow any other signage to be placed on, or affixed to, any RCPD Equipment.

D. ***Change to Approved RCPD Equipment.*** If RCPD wants to change, add to, or upgrade any hardware component of the RCPD Equipment from what is approved, RCPD agrees to seek the City’s prior approval as set forth in Section 3(A). Provided that, the RCPD may make software updates, or other non-physical changes, to the RCPD Equipment without the City’s approval.

4. **Maintenance of RCPD Equipment.** RCPD shall be solely responsible for the maintenance and upkeep of its RCPD Equipment, in a safe condition and working order, including all expenses and software licenses related thereto. In the event of damage, RCPD shall take all reasonable, expedient measures, and act with all deliberate speed, to remove, replace or repair the RCPD Equipment to prevent obstruction(s) and/or unsafe condition(s). In the event of emergency, the City may immediately remove any damaged RCPD equipment, without liability to RCPD. The City will notify RCPD of the damage and removal as soon as practicable.

5. **Term and Termination of Agreement.** The term of the License granted, and this Agreement, shall commence upon execution. Either party may terminate this Agreement at its convenience with thirty (30) days prior written notice to the other party. Upon termination, the license granted in Section 1 shall be considered revoked.

6. **Removal of RCPD Equipment.** Within thirty (30) days of the termination of this Agreement, RCPD agrees to remove all RCPD Equipment from City rights-of-way and City light poles. In addition, RCPD may remove the RCPD Equipment from any location, at its discretion, after providing the City’s Director of Public Works at least five (5) business days prior written notice of removal. The City may require the RCPD to remove RCPD Equipment at a location if the City, in its sole discretion, determines that the RCPD Equipment negatively impacts a City light pole or creates a safety hazard. RCPD will repair any damage related to the removal of the RCPD Equipment and shall restore the City right-of-way or City light pole, to as good a condition, less reasonable wear and tear, as existed prior to installation of the RCPD Equipment.

7. **Subcontracting.** RCPD may subcontract the installation, maintenance and/or removal of the RCPD Equipment, but RCPD shall be responsible to the City for any and all work performed by a subcontractor, as if performed by RCPD.

8. **Insurance.** RCPD and the Agency warrants to the City that ~~it~~ ~~has~~ have adequate insurance coverage for their use of the City’s rights-of-way and light poles as set forth in this Agreement.

9. **Term.** The term of this License Agreement shall commence upon execution and shall terminate upon written notice of revocation issued by either party.

10. **Costs and Compensation.** Although no compensation is required for the RCPD's use of the City's rights-of-way and light poles, RCPD agrees to pay all costs related to its use of the City's rights-of-way and light poles for the RCPD Equipment. Provided that, if the LPR camera installation in Aggieville identified in Appendix A as of the Effective Date is connected to the City's electrical power source, the City will donate the minimal cost of electricity related to this installation. Prior to the installation at an additional location that requires connection to a City electrical source, the parties will designate whether the RCPD or the City will pay for the electrical costs, based upon the process set forth in Section 3.

11. **Ownership of Records.** RCPD will own, and control access to, all photos and other data captured by the RCPD Equipment.

12. **Notification.** All notices given under this Agreement shall be in writing and shall be delivered to the addresses specified below. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (i) if personally delivered, when delivered; (ii) if by certified mail return receipt requested, on the date it is officially recorded as delivered to or refused by the intended recipient by return receipt or equivalent; or, (iii) if by expedited messenger service (e.g. FedEx), when delivered as confirmed by delivery receipt.

City: Ron Fehr, City Manager
Attn: Contract Notification
1101 Poyntz Ave.
Manhattan, KS 66502

RCPD: Riley County Police Department
Attn: Director Brian Peete
1001 S. Seth Child Road
Manhattan, KS 66502

AGENCY: Riley County Law Enforcement Agency
Attn: Chairperson
1001 S. Seth Child Road
Manhattan, KS 66502

13. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect.

14. **Indemnification.** The Agency and RCPD shall indemnify the City for any damage to City property or ROW, including any City owned poles on which RCPD Equipment is installed.

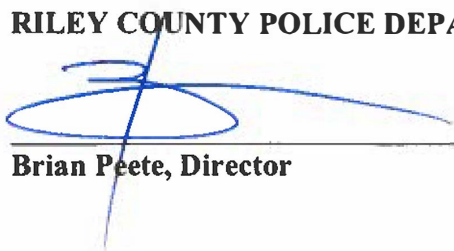
15. **Compliance with Applicable Laws.** The Agency and RCPD warrants that ~~it~~ they will comply with, and cause any sub-contractors to comply with, all applicable federal, state and local laws, orders, rules, codes and regulations relating to performance of this Agreement.
16. **Assignment.** Neither this Agreement, nor any rights or obligations hereunder, shall be assigned or otherwise transferred by Agency or RCPD without the prior written consent of the City.
17. **Modification.** This Agreement may not be modified except in writing, and with the signatures of the City Manager, the Agency Chairperson, and the RCPD's Director.
18. **Discrimination Prohibited.** Pursuant to the provisions of K.S.A. 44-1030, et. seq., and Chapter 10 of the Code of the City of Manhattan, the Agency and RCPD shall not discriminate against any person in hiring or otherwise in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, age, sexual orientation or gender identity. The Agency and RCPD shall be deemed in default of this Agreement and the Agreement may be immediately canceled, terminated, or suspended, in whole or in part, by City if the Agency or RCPD violates the applicable provisions of any of the Federal or State anti-discrimination acts or ordinance.
19. **Savings Clause.** If any provision of the Agreement is determined to be void, invalid, illegal or unenforceable, that provision shall be null and void; however, the remaining provisions of this Agreement shall be unaffected and shall continue to be valid and enforceable.
20. **Governing Law and Jurisdiction.** This Agreement shall be subject to and interpreted according to the laws of the state of Kansas. The parties agree that Kansas shall have sole jurisdiction over any cause of action arising from this Agreement, and that venue is proper in Riley County.
21. **Kansas Cash Basis Law.** Each party is only obligated to make expenditures for or related to this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes set forth in this Agreement during the party's current budget year. In the event either party does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

CITY OF MANHATTAN

Wynn Butler, Mayor

ATTEST:

Brenda K. Wolf, CMC, City Clerk

RILEY COUNTY POLICE DEPARTMENT ("RCPD")

Brian Peete, Director**Approved by:****RILEY COUNTY LAW ENFORCEMENT AGENCY**

John Matta, Chairperson



Monthly Report

March 2024

Alyssa Ward, Crime Analyst
Criminal Intelligence Unit
Riley County Police Department

To **reduce crime** and
improve the quality
of life for
the **citizens we serve**

For the purposes of this report, data is extracted from the RMS using specific parameters. The results may differ slightly from other reports, such as Uniform Crime Reports (UCR), which measure the same variables but have slightly different search parameters, filters, and/or methods. The following summarizes the most common attributes of this report that result in differences in reporting:

- The data in the report reflects what was available at the time of extraction. It is common for numbers to change over time for various reasons. Most commonly:
 - Final data entry by records can be delayed due to the RTO status of a case.
 - Clerical errors can be discovered, leading to corrections being made at a later date.
- Some categories in this report use a hierarchy rule. This means that the offense with the highest offense code number in an incident is the only offense counted. Other reports may apply the hierarchy rule to certain offenses. For instance, UCR counts every occurrence of Part I violent crimes in an incident (murder, rape, robbery, aggravated battery). Each slide should notate the method used.
- This report includes the property crime of arson which is excluded from other reporting.
- Crimes are extracted based on the date and time they were reported. Other reports may use the earliest and/or latest date and time the crime may have occurred.

Monthly and yearly projections are calculated using different methods. Projections will have a higher degree of error when the time period used to project is small (i.e. projecting an entire year based off the first two weeks of that year).

Part I Crime

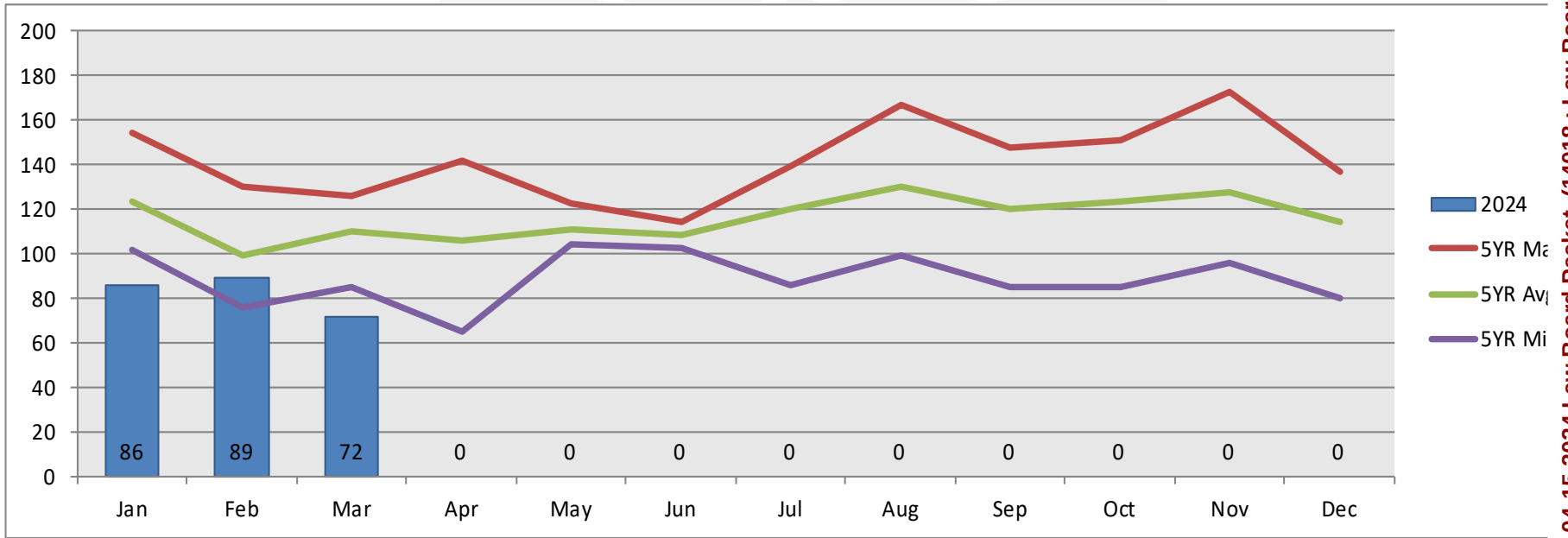
Offense Codes: 0100-0810

All Data As Of: 4/1/24 12:00 AM

25.a

- Part I crime in March 2024 was 34.6% below the 5 year average. Compared to March 2023 there was a 42.9% decrease.
- Year to date 2024 is down 25.9% from the 5 year average.
- In March, both Part I violent and property crimes were below the 5 year average.

	Mar	Year to Date	Yearly Total
2019	124	355	1583
2020	85	345	1493
2021	120	317	1420
2022	95	303	1152
2023	126	347	1328
2024	72	247	
% Change	-42.9%	-28.8%	-22.7%
Yearly Total Projection:			1027



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	154	77	124	142	123	114	138	167	148	143	116	132
2020	130	130	85	65	113	107	139	125	148	151	173	127
2021	121	76	120	111	104	106	114	149	127	123	156	115
2022	102	106	95	100	108	103	86	99	92	85	96	80
2023	112	109	126	113	107	111	123	113	85	117	99	115
2024	86	89	72	0	0	0	0	0	0	0	0	0

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

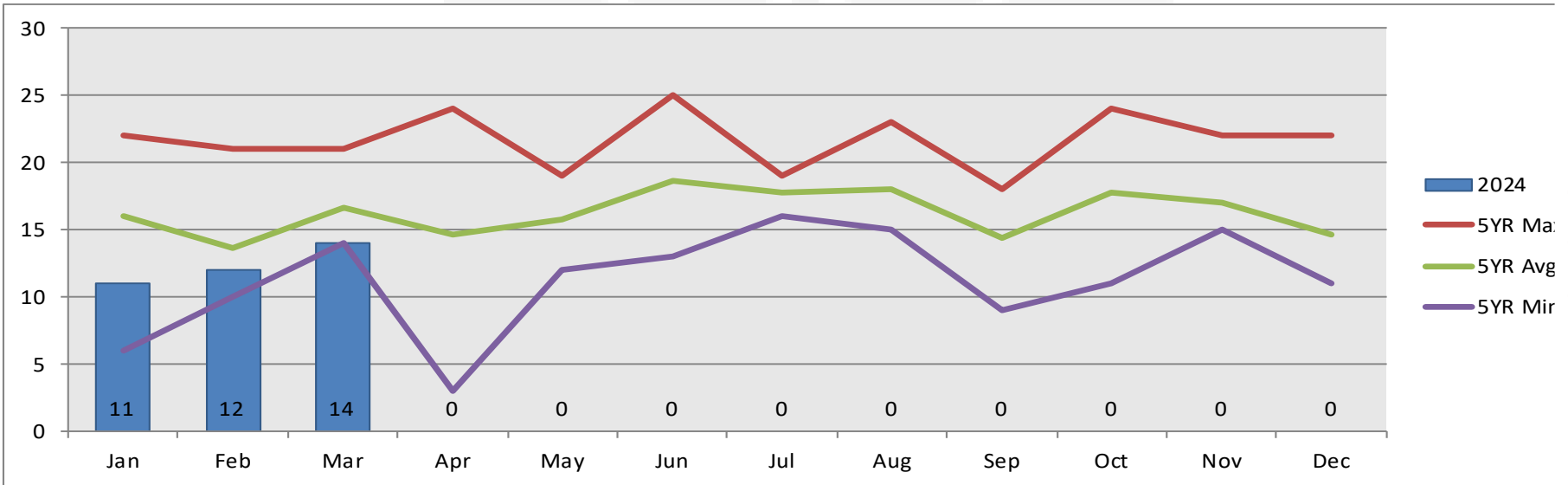
Part 1 Violent Crimes

Offense Codes: 0100-0440

All Data As Of: 4/1/24 12:00 AM

- March 2024 was 15.7% below the 5 year average in Part I violent crime.
- Year to date Part I violent crime is down 19.9% from the 5 year average.
- There were 13 aggravated assaults / batteries, 1 rape, 0 robberies, and 0 homicides reported during March 2024.

	Mar	Year to Date	Year to Date % Change
2019	14	40	217
2020	14	53	196
2021	16	50	198
2022	21	38	181
2023	18	50	182
2024	14	37	
% Change	-22.2%	-26.0%	-14.7%
Yearly Total Projection:			155



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	16	10	14	24	12	25	18	23	18	18	17	22
2020	18	21	14	3	15	20	19	20	18	21	16	11
2021	18	16	16	18	19	20	16	15	9	15	22	14
2022	6	11	21	19	18	15	19	17	17	11	15	12
2023	22	10	18	9	15	13	17	15	10	24	15	14
2024	11	12	14	0	0	0	0	0	0	0	0	0

Includes Part 1 violent crimes that were the primary offense only.

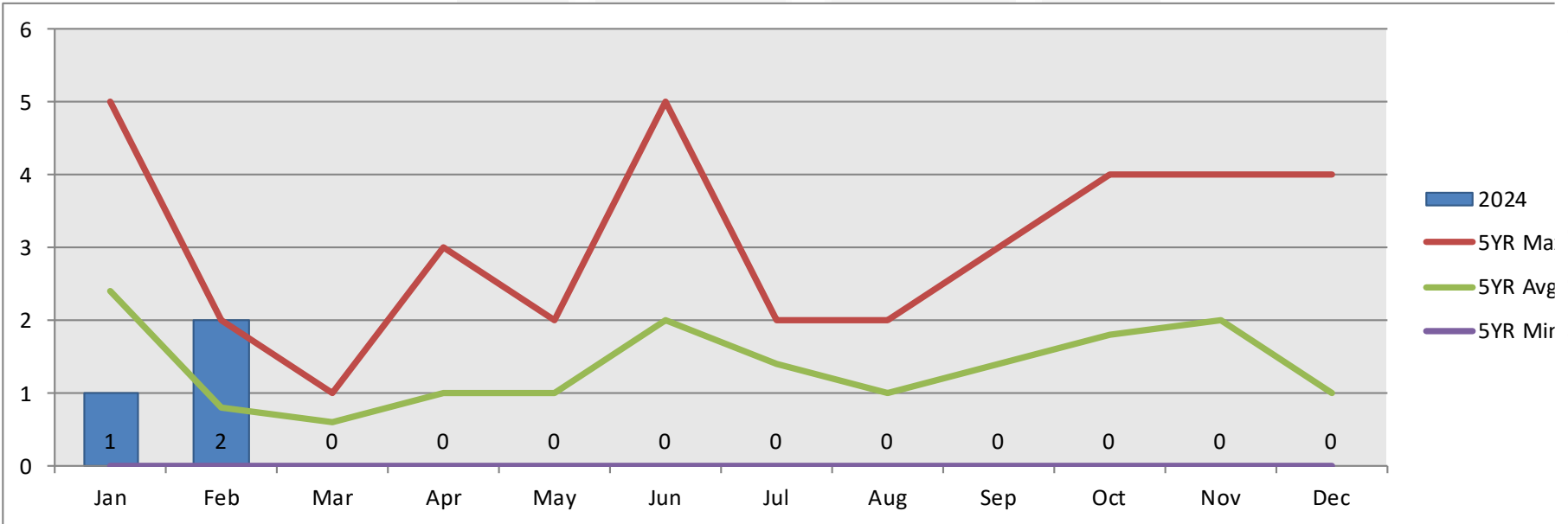
Robbery

Offense Codes: 0310

All Data As Of: 4/1/24 12:00 AM

	Mar	Year to Date	Year
2019	0	7	26
2020	1	4	17
2021	0	3	18
2022	1	1	11
2023	1	4	10
2024	0	3	
% Change	-100.0%	-25.0%	+29.1%
Yearly Total Projection:			13

➤ There were no robberies reported in March.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	5	2	0	0	0	5	1	0	2	3	4	4
2020	2	1	1	1	2	3	2	1	0	4	0	0
2021	2	1	0	3	2	2	2	2	1	0	2	1
2022	0	0	1	1	1	0	2	2	3	0	1	0
2023	3	0	1	0	0	0	0	0	1	2	3	0
2024	1	2	0	0	0	0	0	0	0	0	0	0

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Aggravated Assault and Battery

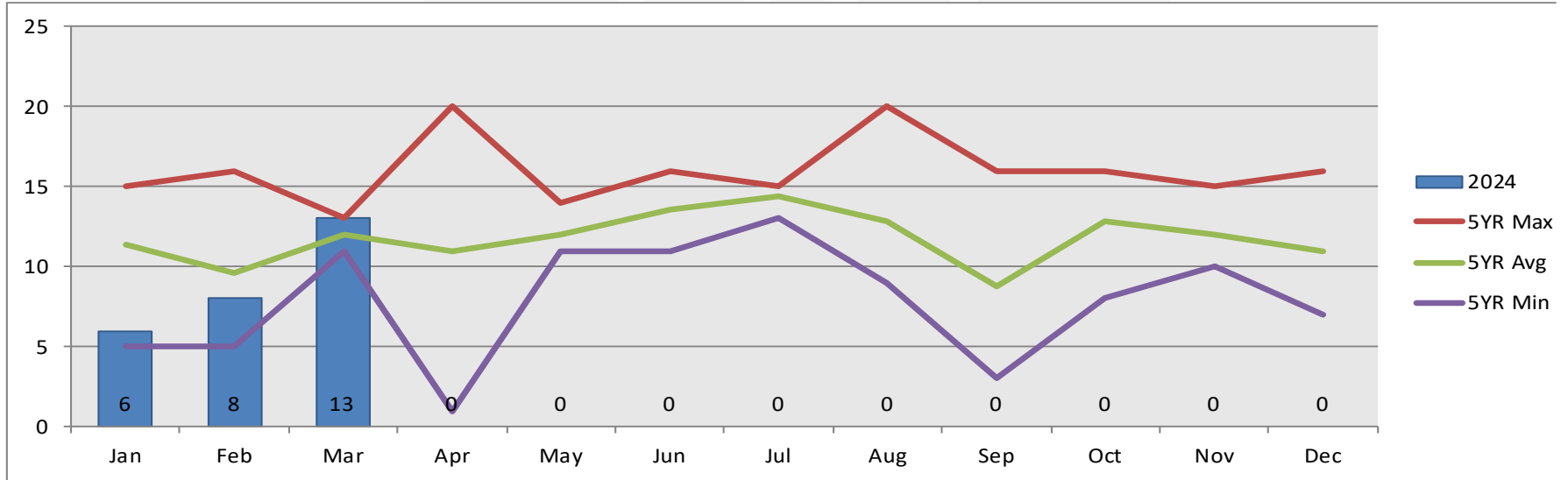
Offense Codes: 0410-0440

All Data As Of: 4/1/24 12:00 AM

25.a

- There were 10 aggravated batteries and 3 aggravated assaults reported during the month of March. This is 8.3% above the 5 year average.
- Three of the incidents in March were domestic.
- As of 4/8/2024, there were arrests in 8 of the incidents.

	Mar	Year to Date	Yearly Total
2019	11	24	155
2020	12	43	145
2021	13	39	145
2022	11	22	128
2023	13	37	134
2024	13	27	
% Change	0.0%	-27.0%	-13.8%
Yearly Total Projection:			116



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	8	5	11	20	11	14	15	20	11	11	13	16
2020	15	16	12	1	11	13	14	14	16	16	10	7
2021	14	12	13	13	14	16	13	9	3	13	15	10
2022	5	6	11	17	11	14	15	10	9	8	11	11
2023	15	9	13	4	13	11	15	11	5	16	11	11
2024	6	8	13	0	0	0	0	0	0	0	0	0

Includes aggravated assaults and battery crimes that were the primary offense only.

Part I Property Crime

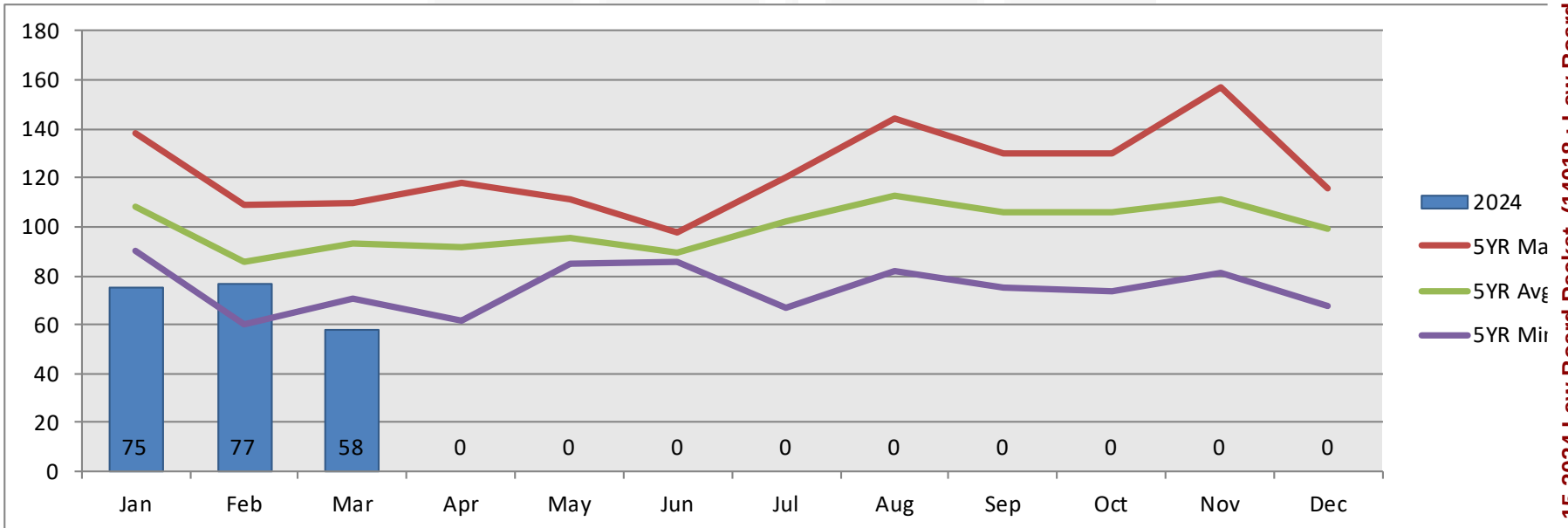
Offense Codes: 0500-0810

All Data As Of: 4/1/24 12:00 AM

25.a

- For March, Part I property crime was down 37.9% from the 5 year average.
- Part I property crime year to date is 26.9% below the 5 year average.
- The property crime for March 2024 included 7 structural burglaries, 5 larcenies from motor vehicle, 1 auto thefts, and 0 arson incidents. The rest of the incidents were larcenies (45 incidents).

	Mar	Year to Date	Yearly Total
2019	110	315	1366
2020	71	292	1297
2021	104	267	1222
2022	74	265	971
2023	108	297	1146
2024	58	210	
% Change	-46.3%	-29.3%	-24.0%
Yearly Total Projection:			870



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	138	67	110	118	111	89	120	144	130	125	99	115
2020	112	109	71	62	98	87	120	105	130	130	157	116
2021	103	60	104	93	85	86	98	134	118	108	134	99
2022	96	95	74	81	90	88	67	82	75	74	81	68
2023	90	99	108	104	92	98	106	98	75	93	84	99
2024	75	77	58	0	0	0	0	0	0	0	0	0

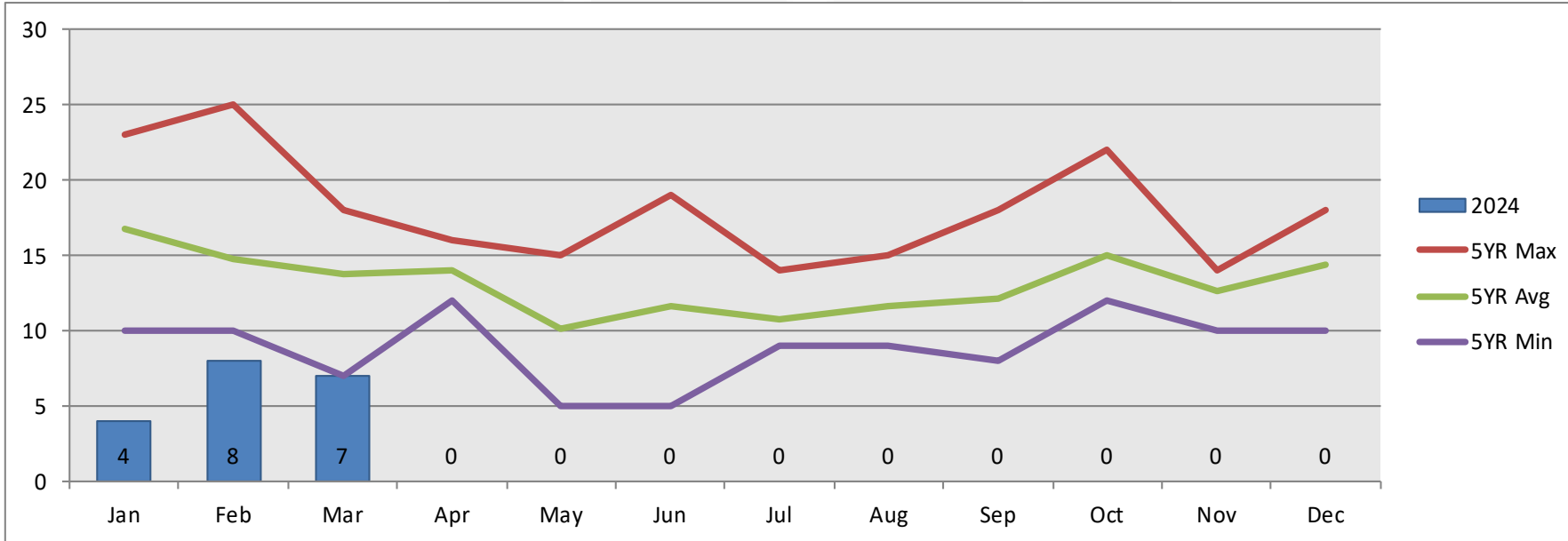
Structural Burglary

Offense Code: 0510

All Data As Of: 4/1/24 12:00 AM

- Structural burglaries were 49.3% below the 5 year average for March.
- Three of the burglaries were non-residential and four were residential.
- All of them occurred in Manhattan.

	Mar	Year to Date	Year
2019	18	43	171
2020	14	57	174
2021	18	46	157
2022	7	48	150
2023	12	33	137
2024	7	19	
% Change	-41.7%	-42.4%	-51.6%
Yearly Total Projection:			66



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	15	10	18	15	11	11	14	15	18	14	14	16
2020	18	25	14	12	7	5	11	13	15	22	14	18
2021	18	10	18	16	15	10	9	9	11	13	10	18
2022	23	18	7	15	5	19	11	10	8	12	12	10
2023	10	11	12	12	13	13	9	11	9	14	13	10
2024	4	8	7	0	0	0	0	0	0	0	0	0

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Vehicle Burglary

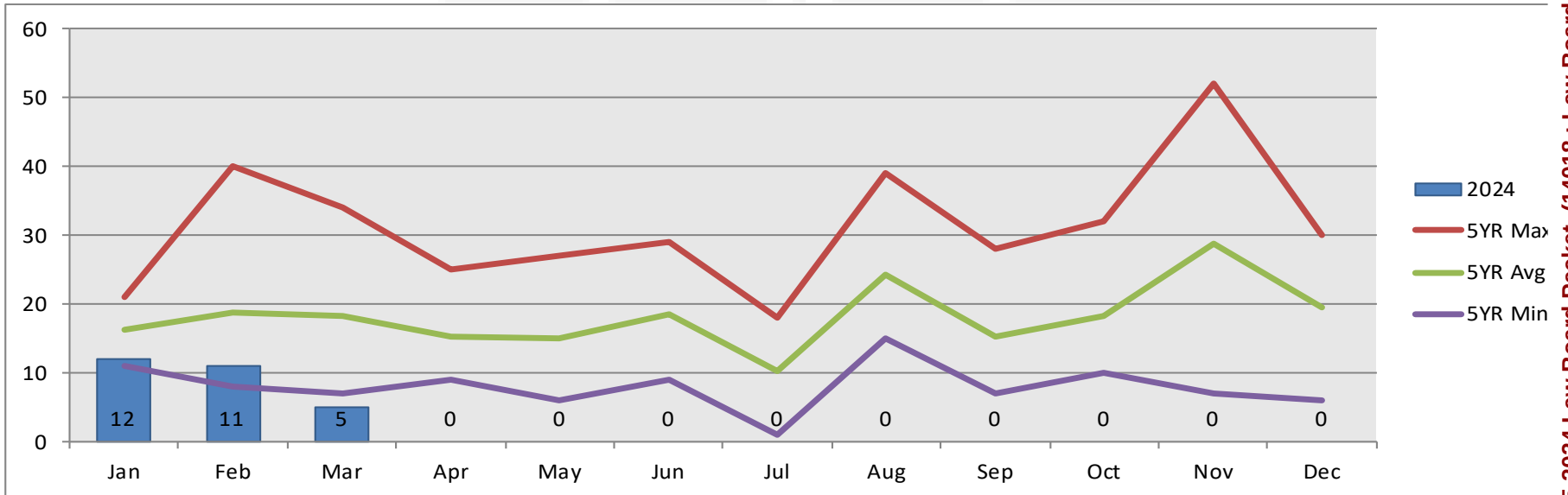
Offense Code: 0640

All Data As Of: 4/1/24 12:00 AM

25.a

- March 2024 was 72.5% below the 5 year average for vehicle burglary.
- There were no signs of forced entry noted in two of the reports.

	Mar	Year to Date	Yearly Total
2019	13	34	228
2020	7	38	255
2021	27	60	255
2022	10	40	122
2023	34	95	233
2024	5	28	
% Change	-85.3%	-70.5%	-52.7%
Yearly Total Projection:			110



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	13	8	13	16	27	14	17	34	23	20	15	28
2020	18	13	7	9	20	29	1	16	28	32	52	30
2021	19	14	27	18	6	22	18	39	11	13	51	17
2022	11	19	10	9	11	9	6	17	7	10	7	6
2023	21	40	34	25	11	19	9	15	7	16	19	17
2024	12	11	5	0	0	0	0	0	0	0	0	0

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

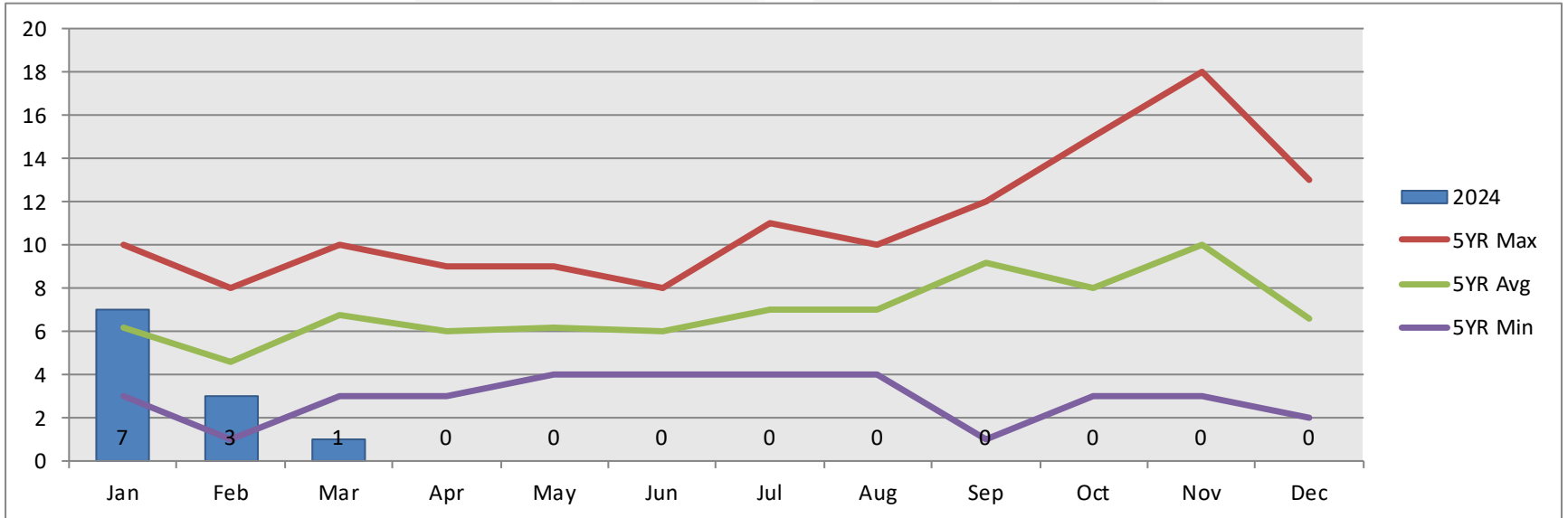
Motor Vehicle Thefts

Offense Code: 0710

All Data As Of: 4/1/24 12:00 AM

- Motor vehicle thefts were down 85.3% from the 5 year average in March.
- The vehicle was stolen by means of fraud and has not been recovered as of 4/8/2024.

	Mar	Year to Date	Yearly
2019	10	22	104
2020	3	13	96
2021	7	17	86
2022	8	19	67
2023	6	17	65
2024	1	11	
% Change	-83.3%	-35.3%	-22.4%
Yearly Total Projection:			50



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	8	4	10	9	7	8	7	9	12	15	11	4
2020	3	7	3	5	9	7	4	6	10	11	18	13
2021	7	3	7	3	4	4	11	10	11	7	13	6
2022	10	1	8	7	4	4	5	6	12	3	5	2
2023	3	8	6	6	7	7	8	4	1	4	3	8
2024	7	3	1	0	0	0	0	0	0	0	0	0

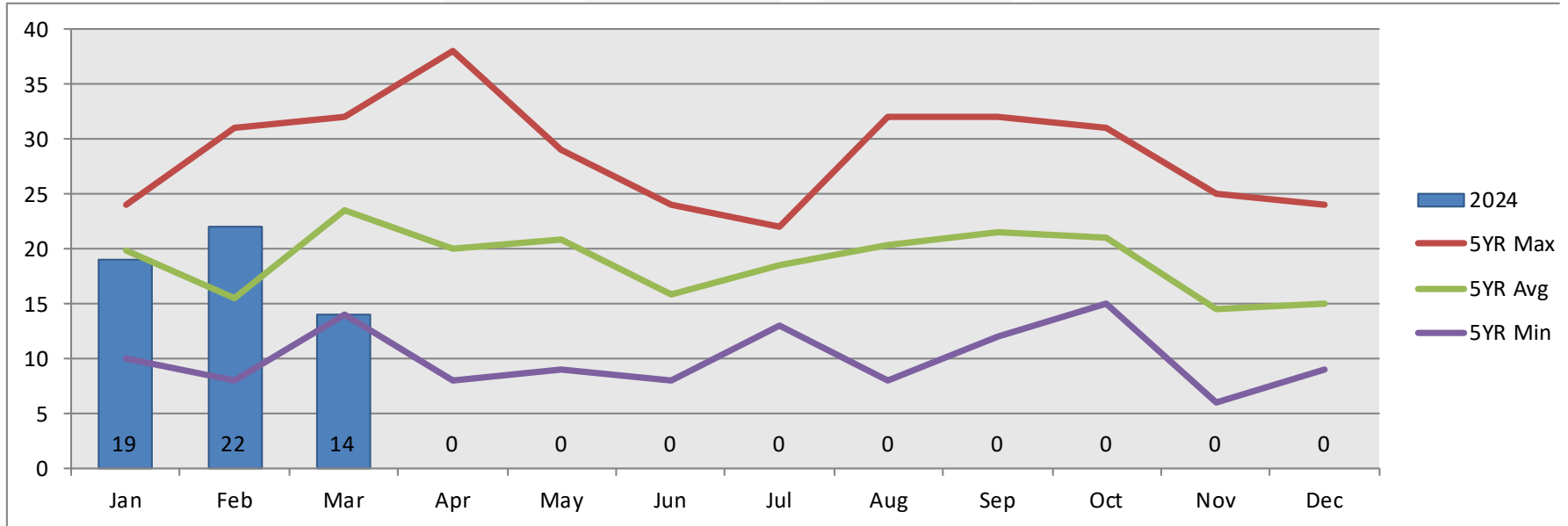
DUIs

Offense Code: 2110

All Data As Of: 4/1/24 12:00 AM

➤The number of DUIs for March 2024 was 40.7% below the 5 year average.

	Mar	Year to Date	Year
2019	32	64	265
2020	14	48	168
2021	26	53	191
2022	18	47	208
2023	28	83	282
2024	14	55	
% Change	-50.0%	-33.7%	-25.4%
Yearly Total Projection:			210



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	24	8	32	38	26	24	20	32	26	20	16	19
2020	22	12	14	8	9	15	19	17	16	15	12	9
2021	10	17	26	25	20	14	22	8	12	21	6	10
2022	19	10	18	13	20	8	13	16	22	31	25	13
2023	24	31	28	16	29	18	19	29	32	18	14	24
2024	19	22	14	0	0	0	0	0	0	0	0	0

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Traffic Accidents

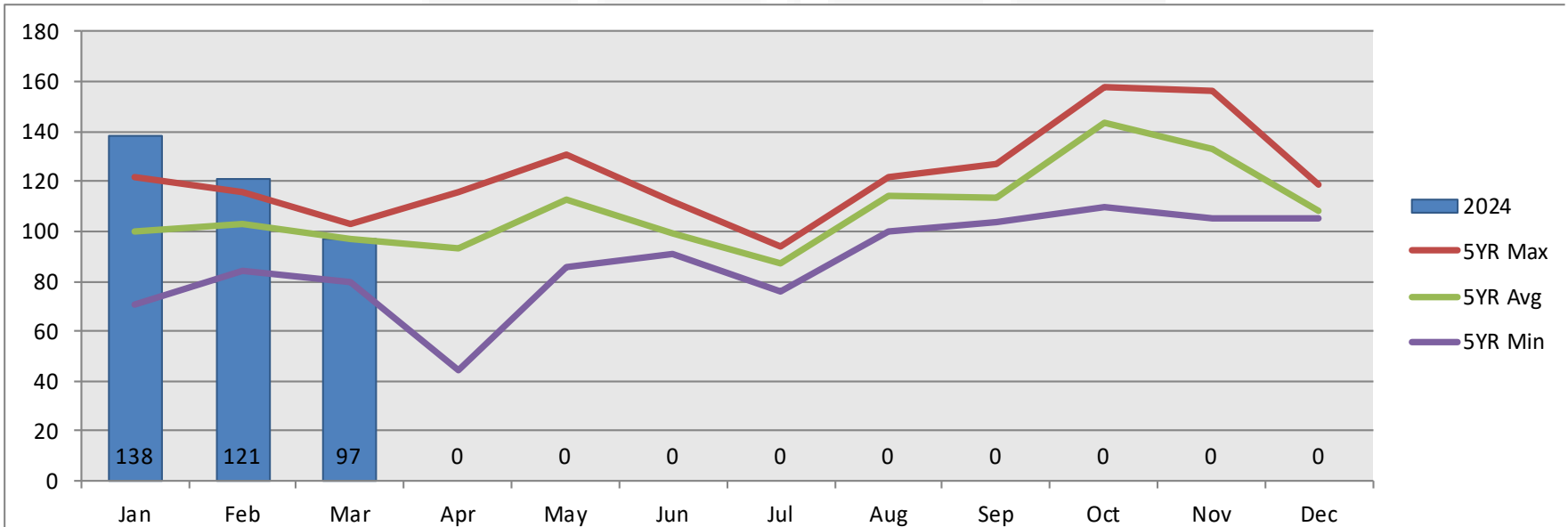
Offense Codes: 5000-5139

All Data As Of: 4/1/24 12:00 AM

25.a

➤ The number of traffic accidents in March 2024 was right at the 5 year average.

	Mar	Year to Date	Yearly Total
2019	103	338	1436
2020	96	327	1220
2021	103	258	1314
2022	103	303	1283
2023	80	272	1264
2024	97	356	
% Change	+21.3%	+30.9%	+22.3%
Yearly Total Projection:			1546



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	119	116	103	116	131	99	94	121	117	158	143	119
2020	122	109	96	44	86	91	90	111	114	147	105	105
2021	71	84	103	100	107	91	91	122	127	156	156	106
2022	96	104	103	105	127	102	76	115	104	110	134	107
2023	90	102	80	100	112	112	84	100	106	146	127	105
2024	138	121	97	0	0	0	0	0	0	0	0	0

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

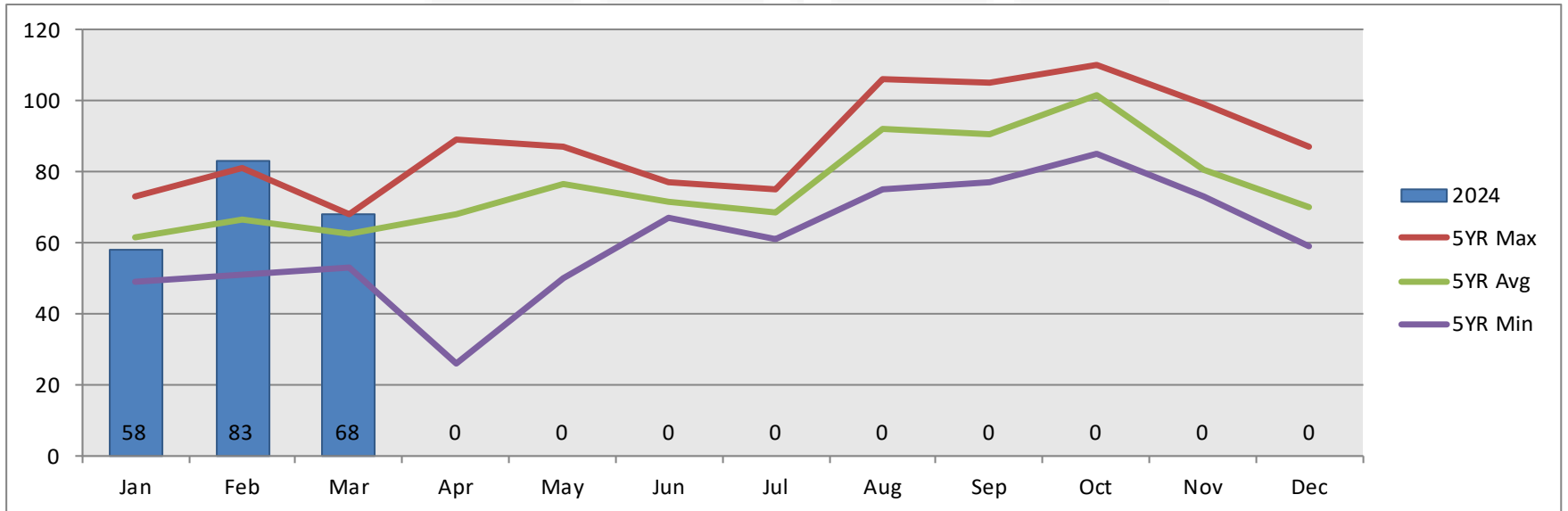
Preventable Traffic Accidents

Offense Codes: 5000-5139

All Data As Of: 4/1/24 12:00 AM

- The number of preventable traffic accidents in March 2024 was 8.3% above the 5 year average.
- Number may change as data entry corrections continue.

	Mar	Year to Date	Yearly Total
2019	66	177	945
2020	60	214	855
2021	67	170	965
2022	68	200	897
2023	53	194	891
2024	68	209	
% Change	+28.3%	+7.7%	+11.2%
Yearly Total Projection:			991



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	60	51	66	89	84	77	74	93	102	98	76	75
2020	73	81	60	26	50	71	69	92	89	105	73	66
2021	49	54	67	71	76	67	75	106	105	109	99	87
2022	65	67	68	77	87	67	65	94	77	85	82	63
2023	61	80	53	77	86	77	61	75	79	110	73	59
2024	58	83	68	0	0	0	0	0	0	0	0	0

Riley County Police Department

1001 South Seth Child Road
Manhattan, Kansas 66502

(785) 537-2112

www.RileyCountyPolice.org



RILEY COUNTY POLICE DEPARTMENT

To reduce crime and improve the quality of life for the citizens we serve

In the FBI's Uniform Crime Reporting (UCR) Program, Part I offenses are broken down into two categories (Violent Crimes and Property Crimes):

Part I Violent Crime Definition

In the FBI's Uniform Crime Reporting (UCR) Program, violent crime is composed of four offenses: murder and nonnegligent manslaughter, rape, robbery, and aggravated assault. Violent crimes are defined in the UCR Program as those offenses that involve force or threat of force.

Murder and nonnegligent manslaughter: the willful (nonnegligent) killing of one human being by another.

Forcible rape: Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

Robbery: The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

Aggravated assault: An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm. Simple assaults are excluded.

Part 1 Property Crime Definition

In the FBI's Uniform Crime Reporting (UCR) Program, property crime includes the offenses of burglary, larceny-theft, motor vehicle theft, and arson. The object of the theft-type offenses is the taking of money or property, but there is no force or threat of force against the victims. The property crime category includes arson because the offense involves the destruction of property; however, arson victims may be subjected to force.

Burglary: Unlawful entry of a structure to commit a felony or theft. To classify an offense as a burglary, the use of force to gain entry need not have occurred. The UCR Program has three subclassifications for burglary: forcible entry, unlawful entry where no force is used, and attempted forcible entry. The UCR definition of "structure" includes an apartment, barn, house trailer, or houseboat when used as a permanent dwelling, office, railroad car (but not automobile), stable, or vessel (i.e., ship).

Larceny-theft: (except motor vehicle theft)—The unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another. Examples are thefts of bicycles, motor vehicle parts and accessories, shoplifting, pocket-picking, or the stealing of any property or article that is not taken by force and violence or by fraud. Attempted larcenies are included. Embezzlement, confidence games, forgery, check fraud, etc., are excluded.

Motor vehicle theft: The theft or attempted theft of a motor vehicle. A motor vehicle is self-propelled and runs on land surface and not on rails. Motorboats, construction equipment, airplanes, and farming equipment are specifically excluded from this category.

Arson: Any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, personal property of another, etc.

Traffic Related Definitions

In the Kansas Legislature uniform act regulating traffic; rules of the road, 8-1567 DUI is the following: (a) Driving under the influence is operating or attempting to operate any vehicle within this state while:

- (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in paragraph (1) of subsection (f) of K.S.A. 8-1013, and amendments thereto, is .08 or more;
- (2) the alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
- (3) under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
- (4) under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
- (5) under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.

Traffic Accidents: All accidents.

Preventable Traffic Accidents: Accidents that are not weather and/or animal related.



**RILEY COUNTY
LAW ENFORCEMENT AGENCY
DR. LORENZA LOCKETT**

**ON BEHALF OF THE LAW BOARD, RILEY COUNTY
POLICE DEPARTMENT AND COMMUNITY
ADVISORY BOARD, THIS PLAQUE IS PRESENTED IN
RECOGNITION OF YOUR DEDICATION AND SERVICE
TO THE CITIZENS OF RILEY COUNTY, KANSAS
AND MEN AND WOMEN OF RCPD.**

2021 - 2023


**KURT M. MOLDRUP
ASSISTANT DIRECTOR
RILEY COUNTY POLICE DEPARTMENT**




**BRIAN R. PEETE
DIRECTOR
RILEY COUNTY POLICE DEPARTMENT**

RILEY COUNTY POLICE DEPARTMENT COMMENDATION AWARD

Presented to

Officer Jeffrey Nelson



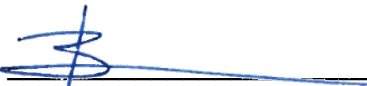
The Riley County Police Department Commendation Award is presented to Officer Jeffrey Nelson in recognition of his exceptional teamwork and valor during a dangerous encounter. In the morning hours of November 13, 2023, Officers Jeffrey Nelson and Wesley Ulmer responded to a distress call at Walmart in Manhattan, Kansas, concerning a male individual who officers believed was potentially armed and had been involved in multiple felony flee and elude incidents with the RCPD earlier that day.

Upon arrival, the officers swiftly evaluated and managed the rapidly evolving situation. Confronted with an individual who was exhibiting concerning behavioral cues and pre-force indicators, the officers demonstrated commendable restraint and tact in their interaction with him.

Upon observing a concealed firearm in the individual's pocket, both officers moved to restrain his arms to prevent access to the weapon. Despite resistance, the officers pursued the individual deeper into the store, where he attempted to retrieve the firearm. Fearing for their safety and that of bystanders, Officers Nelson and Ulmer drew their firearms and issued repeated commands in an effort to de-escalate the situation.

Ultimately, the individual complied, allowing for his apprehension without further incident. Through their swift actions and effective teamwork, both officers successfully secured the individual and recovered the firearm, ensuring the safety of all involved. Moreover, the subsequent statements made by the individual underscore the danger posed to law enforcement personnel, further highlighting the significance of Officers Nelson and Ulmer's actions. For his commitment to duty and exceptional performance under duress, Officer Jeffrey Nelson is hereby presented the Riley County Police Department's Commendation Award.

Presented this 15th day of April 2024


Brian R. Peete
Director
Riley County Police Department

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT COMMENDATION AWARD

Presented to

Officer Wesley Ulmer



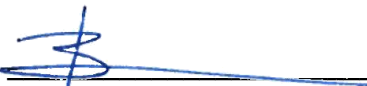
The Riley County Police Department Commendation Award is presented to Officer Wesley Ulmer in recognition of his exceptional teamwork and valor during a dangerous encounter. In the morning hours of November 13, 2023, Officers Wesley Ulmer and Jeffrey Nelson responded to a distress call at Walmart in Manhattan, Kansas, concerning a male individual who officers believed was potentially armed and had been involved in multiple felony flee and elude incidents with the RCPD earlier that day.

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Ultimately, the individual complied, allowing for his apprehension without further incident. Through their swift actions and effective teamwork, both officers successfully secured the individual and recovered the firearm, ensuring the safety of all involved. Moreover, the subsequent statements made by the individual underscore the danger posed to law enforcement personnel, further highlighting the significance of Officers Ulmer and Nelson's actions. For his commitment to duty and exceptional performance under duress, Officer Wesley Ulmer is hereby presented the Riley County Police Department's Commendation Award.

Presented this 15th day of April 2024


Brian R. Peete
Director
Riley County Police Department

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT

LIFE SAVING AWARD

Presented to

Corrections Officer Keegan Anschutz

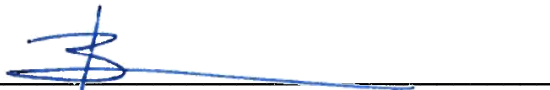
The Riley County Police Department Life Saving Award is presented to Corrections Officer Keegan Anschutz in recognition of his efforts and dedication to duty while providing critical lifesaving assistance. On March 13, 2024 at approximately 4:37 a.m., corrections officers were alerted by Master Control of an urgent situation in A Pod. Upon arrival, they discovered an inmate unresponsive, and cold to the touch with a blue complexion.

Corrections Officers Keegan Anschutz, Ashley Britt, and Nicholas Schmidt assessed the situation, attempting to locate a pulse without success. Corrections Sergeant Jayme Klym summoned Emergency Medical Services (EMS), while Officers Schmidt and Anschutz began chest compressions and Officer Britt ensured proper airway clearance. Despite the challenging circumstances, their persistent efforts led to the inmate eventually regaining a pulse. They continued their life-saving actions until EMS arrived, aiding the inmate's recovery and transfer to Via Christi Hospital for further treatment.

The actions of these Corrections Officers epitomize the highest standards of professionalism and humanity. For his decisive response and remarkable teamwork which played a pivotal role in preserving life, it is my honor to present this Life Saving Award to Corrections Officer Keegan Anschutz.

Presented this 15th day of April 2024




 Brian R. Peete
 Director
 Riley County Police Department

RILEY COUNTY POLICE DEPARTMENT

LIFE SAVING AWARD

Presented to

Corrections Officer Ashley Britt

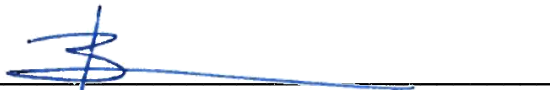
The Riley County Police Department Life Saving Award is presented to Corrections Officer Ashley Britt in recognition of her efforts and dedication to duty while providing critical lifesaving assistance. On March 13, 2024 at approximately 4:37 a.m., corrections officers were alerted by Master Control of an urgent situation in A Pod. Upon arrival, they discovered an inmate unresponsive, and cold to the touch with a blue complexion.

Corrections Officers Keegan Anschutz, Ashley Britt, and Nicholas Schmidt assessed the situation, attempting to locate a pulse without success. Corrections Sergeant Jayme Klym summoned Emergency Medical Services (EMS), while Officers Schmidt and Anschutz began chest compressions and Officer Britt ensured proper airway clearance. Despite the challenging circumstances, their persistent efforts led to the inmate eventually regaining a pulse. They continued their life-saving actions until EMS arrived, aiding the inmate's recovery and transfer to Via Christi Hospital for further treatment.

The actions of these Corrections Officers epitomize the highest standards of professionalism and humanity. For her decisive response and remarkable teamwork which played a pivotal role in preserving life, it is my honor to present this Life Saving Award to Corrections Officer Ashley Britt.

Presented this 15th day of April 2024




 Brian R. Peete
 Director
 Riley County Police Department

RILEY COUNTY POLICE DEPARTMENT

LIFE SAVING AWARD

Presented to

Corrections Officer Nicholas Schmidt

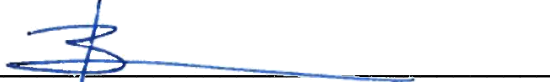
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The actions of these Corrections Officers epitomize the highest standards of professionalism and humanity. For his decisive response and remarkable teamwork which played a pivotal role in preserving life, it is my honor to present this Life Saving Award to Corrections Officer Nicholas Schmidt.

Presented this 15th day of April 2024




 Brian R. Peete
 Director
 Riley County Police Department



Proclamation

NATIONAL CORRECTIONAL OFFICERS' WEEK

WHEREAS, Correctional Officers are essential to the success of our judicial process, and to the health, safety, and general welfare of law-abiding citizens everywhere. A correctional officer's work includes daily exposure to a hostile environment with many of society's most dangerous individuals and

WHEREAS, the morale of Correctional Officers is affected by many factors including public perception of the role of correctional officers, and is important in the performance of their duties as they carry out their work with courage, pride, and true professionalism; and

WHEREAS, the Correctional Officers maintain a high degree of professionalism through career development, training, and education, making them assets to Riley County in a job of continuing high stress and challenge; and

WHEREAS, the Correctional Officers of the Riley County Law Enforcement Agency are an integral part of the criminal justice framework and coordinate with law enforcement and judicial professionals, constantly striving to provide a correctional system which exceeds all recognized standards; and

WHEREAS, the week of May 5th - May 11th, 2024 will be devoted to increasing awareness of the excellent job performance of the Riley County Correction Officers and their efforts to protect the public safety; and

THEREFORE, BE IT RESOLVED, that the citizens of Manhattan and Riley County observe the week of May 5th - May 11th, 2024 as National Correctional Officers' Week, in honor of the men and women whose diligence in supervising incarcerated individuals and effectively providing custody and care ensure our public safety.

John E. Matta
Chair of the Riley County Law Board



Proclamation

NATIONAL POLICE WEEK

WHEREAS, the Congress and President of the United States have designated May 12th to May 18th, 2024 as National Police Week; and,

WHEREAS, the members of the Riley County Law Enforcement Agency play an essential role in safeguarding the rights and freedoms of the citizens of Manhattan and Riley County; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the men and women of the Riley County Law Enforcement Agency unceasingly provide a vital public service;

NOW, THEREFORE, I, John Matta, Chair of the Riley County Law Enforcement Agency, call upon all citizens of Manhattan and Riley County to observe the week of May 12th through May 18th, 2024, as National Police Week to commemorate those police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and , in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Manhattan and Riley County to observe Wednesday, May 15th, 2024, as Peace Officers Memorial Day in honor of those police officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

John E. Matta
Chair of the Riley County Law Board

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)



727 POYNTZ AVE. STE 601 • MANHATTAN, KS 66502-0124 • 785.537.0190 • FAX 785.537.0158

April 9, 2024

Riley County Law Enforcement Agency Board
Manhattan, Kansas

We are pleased to confirm our understanding of the services we are to provide the Riley County Police Department (the Department) for the year ended December 31, 2023.

We will audit the financial statement of the Department, including the related notes to the financial statement, which collectively comprise the basic financial statement of the Department as of and for the year ended December 31, 2023. *The Kansas Municipal Accounting and Audit Guide* (KMAAG) provide for certain regulatory required supplementary information (RRSI), to supplement the Department's basic financial statement. Such information, although not a part of the basic financial statement, is required by the KMAAG who considers it to be an essential part of financial reporting for placing the basic financial statement in an appropriate operational, economic, or historical context. We have also been engaged to report on RRSI that accompanies the Department's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statement as a whole, in a report combined with our auditor's report on the financial statement:

- Schedule 1 – Summary of Expenditures – Actual and Budget
- Schedule 2 – Schedules of Receipts and Expenditures – Actual and Budget
- Schedule 3 – Summary of Receipts and Disbursements – Agency Funds

We have been engaged to report on other information other than RRSI that accompanies the Department's financial statement. We will subject the following other information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statement as a whole, in a report combined with our auditor's report on the financial statement:

- Schedule A – Composition of Ending Cash Balances

The following other information accompanying the financial statement will not be subjected to the auditing procedures applied in our audit or the basic financial statement, and our auditor's report will not provide an opinion or any assurance on that other information:

- Schedule B – Schedule of Fixed Assets

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statement are fairly presented, in all material respects, in conformity with KMAAG and the accounting practices described by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas which is a regulatory basis of accounting, the practices of which differ from the accounting principles generally accepted in the United States of America (GAAP) and to report on the fairness of the RRSI and other supplementary information referred to in the second and third paragraph when considered in relation to the financial statement as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Department's financial statement. Our report will be addressed to the Riley County Law Enforcement Agency Board of the Department. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.



Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.



Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the Department's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statement of the Department in conformity with KMAAG based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of the financial statement that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statement in conformity with the KMAAG.

You are responsible for including all informative disclosures that are appropriate for the KMAAG. Those disclosures will include (1) a description of the KMAAG, including a summary of significant accounting policies, and how the KMAAG differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statement to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement.

Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the RRSI and other supplementary information, which we have been engaged to report on, in conformity with the KMAAG. You agree to include our report on the RRSI and other supplementary information in any document that contains and indicates that we have reported on the RRSI and other supplementary information. You also agree to include the audited financial statement with any presentation of the RRSI and other supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the RRSI and other supplementary information in accordance with the KMAAG; (2) you believe the RRSI and other supplementary information, including its form and content, is fairly presented in accordance with the KMAAG; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RRSI and other supplementary information.

With regard to the electronic dissemination of audited financial statement, including financial statement published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, grant, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of James Gordon & Associates CPA, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal or state agencies providing director or indirect funding, the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of James Gordon & Associates CPA, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.



We expect to begin our audit in approximately August 2024 and to issue our reports in a timely manner. Jacob Kujath is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services based on our proposed agreement will be \$8,300 for audit services. If a single audit is applicable, additional fees will apply. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Department and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

James Gordon & Associates CPA, P.A.

James Gordon & Associates CPA, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Riley County Police Department.

Management signature: _____

Title: _____

Date: _____



RILEY COUNTY POLICE DEPARTMENT
Memorandum

To: Riley County Law Board
From: Captain Erin Freidline
Ref: Grant Application for Corrections Mental Health & Life Skills Program Director
Date: April 9, 2024

Purpose:

The Riley County Police Department would like to apply for a Community Oriented Policing Services (COPS) grant via the promoting Access to Crisis Teams (CACT) solicitation. This is a competitive grant with the COPS office and if selected allows for funding up to two (2) years for personnel and program implementation.

Background:

The Riley County Police Department determined a need to assist inmates with an opportunity to improve life skills and promote positive mental health behaviors. The Jail has an environment where program consistency can be enhanced for inmates to learn skills and coping mechanisms for re-entry into the community. The program director can teach and connect inmates to resources available upon release and how to improve their skill sets while in both a pre-trial or post-trial status to reduce recidivism. The grant solicitation includes funding for mental and behavior health services employed within a law enforcement setting. A competitive grant was offered through the COPS Office and RCPD intends to apply for funding and believes the grant can start funding for the position and training materials.

The Director will be notified, if selected, around September 2024.

Recommendation:

We request the Law Board support the Riley County Police Department in applying for the grant opportunity to offset the initial cost of the position and program and conduct an evaluation of the success through the grant.

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT
Memorandum

To: Riley County Law Board
From: Brian R. Peete, Director
Ref: Grant Application for FY24 Rural and Small Department Violent Crime Reduction Program
Date: April 10, 2024

Purpose:

The Riley County Police Department (RCPD) would like to apply for the Bureau of Justice Assistance (BJA) FY24 Rural and Small Department Violent Reduction Program grant solicitation. This is a competitive grant with the BJA and if selected will award up to 15 agencies up to \$300,000 with a period of performance start date on October 1, 2024 for a duration of 36 months. There is no match requirement.

Background:

The goal of this grant program is to increase the capacity of police departments or prosecutors' offices to fully implement programming and activities that reflect critical elements found in the Violent Crime Reduction Operations Guide or the Prosecutors' Guide to Reducing Violence and Building Safer Communities to combat violent crime. RCPD's recent publication mirrors the priorities set in the BJA's Violent Crime Reduction Operations Guide. If awarded, RCPD would use funding for LPRs in main thoroughfare areas, cameras in the entertainment districts throughout Manhattan, and potentially a portable traffic-related camera which could be used in Ogden and other areas of safety and concern, and training equipment that would strengthen de-escalation techniques. Funds would also be applied to case management and recidivism programs in the jail, mentorship programs with community groups such as YouthBuild and the House Café, Be Able. Lastly, there may be an opportunity to procure Crisis Intervention Team (CIT) case management software for RCPD and external stakeholder partners in Riley County such as USD 383 and Ascension Via Christi.

RCPD would be notified presumably around September of the grant award.

Recommendation:

We request the Law Board support RCPD in applying for this grant opportunity.

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)



2025 Budget Presentation

Director Brian Peete

Captain Brad Jager

Finance Manager Jennifer Reifschneider

Today's Agenda

Director's Introduction of the Budget

Budget Process

Budget Considerations

Needs Assessment

5 Year Strategic Plan

2024-2025 Base Adjustments

Item A: COLA

Item B: Salary Survey

Item C: Health Insurance

Item D: Liability Insurance

Item E: Prisoner Food & Care

Item F: Fuel

Item G: Crime Analyst

Item H: COPS Grant

Introduction to the Budget

Director Peete

Captain Brad Jager

To **reduce crime** and
improve the quality
of life for
the **citizens we serve**

Four Long-Term Goals

Minimize the Financial and Social Cost of Public Safety

Maintain a Safe and Secure Community

Promote Legitimacy in the Eyes of the Public

Safeguard operational readiness by increasing resiliency and wellness for staff while creating a culture of service throughout the organization.

Annual Planning Cycle

SWOT Analysis



Department Goals



Divisional Goals



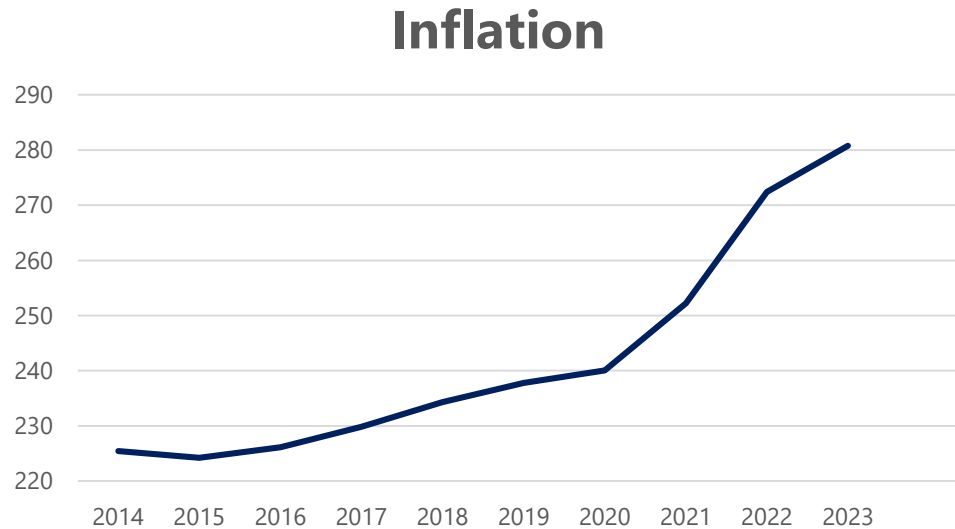
Needs Assessment



Budget Requests

Budget Considerations

- Inflation
 - 24.8% Inflation in the last 10 years
 - *2020 to 2023 inflation was 17.9%*



Budget Considerations

- Salaries
 - Salary Survey – 1.3M Remaining
 - Retention of Current Employees with implementation of Salary Adjustments to Market
 - Recruitment and Competing Workforce (Nearly Fully Staffed)
 - Intent was 2 years – moved to 5 year total implementation (3 years left)
 - 2022-2027

Vacancies:



	Patrol	Corrections	Dispatchers	Total
Authorized	90	47	24	
Vacant	2	0	1	3
In Training	11	9	2	22
Total Available*	77	38	21	
Additional Info: *As of 4/4/2024				

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

SWOT Analysis

Department Goals

Divisional Goals

Needs Assessment

Budget Requests



Needs Assessment

Personnel:

Cost of Living Adjustment
Salary Survey Implementation
3 Police Officers
Community Resource Officer
Jail Case Worker
Crime Analyst

Non-Personnel:

Prisoner Food & Care
Health Insurance
Liability Insurance
Flock Camera Contract
Axon Contract
Fuel

Reallocations

Reduced Line Items → Increased Line Items

Equipment Repair	(25,000.00)	Vehicles	25,000.00
Maintenance Supplies	(10,000.00)	Vehicle Maintenance	10,000.00
Furniture	(5,000.00)	Prisoner Food	81,588.00
Equipment	(52,000.00)	Overtime	20,000.00
<3 Corrections Officers>	(186,560.00)	Insurance	26,000.00
<1 Investigations Asst>	(80,115.00)	Corrections Asst	84,286.00
<1 Police Lt>	(165,389.28)	Jail Case Worker	78,801.00
<2 Police Corporals>	(256,754.50)	Flock Contract	33,000.00
<1 Custodian>	(68,880.00)	Marta & Sons Contract	28,080.00
Crime Analyst Contract	(65,000.00)	Axon Contract	40,800.00
Additional Pays	(19,268.42)	Crime Analyst	85,000.00
		Additional Pays	2,357.82
		5 Police Officers	416,503.45
Budget Reallocations	(\$933,967.20)	Budget Increases	\$931,416.27
Contracts Removed	(305,556.40)		
Total	(1,239,523.60)		

SWOT Analysis

Department Goals

Divisional Goals

Needs Assessment

Budget Requests



Needs Assessment

There were significant needs that were removed from our 2025 budget increase. This was due to the internal budget assessment and re-allocations of current funds to these needed areas.

Addressed Internally:

3 Police Officers
Community Resource Officer
Jail Case Worker
Crime Analyst

Personnel:

Cost of Living Adjustment
Salary Survey Implementation

Addressed Internally:

Flock Camera Contract
Axon Contract

Non-Personnel:

Prisoner Food & Care
Liability Insurance
Health Insurance
Fuel

5-Year Strategic Goal

2025 Budget Input Requests	Est. Cost	2025	2026	2027	2028	2029	Total	Remaining
Patrol								25.a
Police Officer	\$81,186	\$81,186					\$0	
Police Officer	\$81,186	\$81,186					\$0	\$0
Police Officer (3 yr Grant)	\$81,186	\$40,593			\$40,593		\$81,186	\$0
Police Officer (3 yr Grant)	\$81,186	\$40,593			\$40,593		\$81,186	\$0
Police Officer (3 yr Grant)	\$81,186	\$40,583			\$40,593		\$81,176	\$10
Police Officer Training Budget Line Increase	\$8,000		\$5,000	\$3,000			\$8,000	\$0
ERU Training Budget	\$3,000		\$3,000				\$3,000	\$0
Investigations								
Detective Training Budget Line Increase	\$4,000		\$4,000				\$4,000	\$0
Crime Analyst	\$100,000				\$100,000		\$100,000	\$0
Flock Camera Contracts - Account 19	\$33,000	\$33,000					\$33,000	\$0
Crime Analyst Contract	\$105,000	\$19,175					\$0	\$105,000
Corrections								
Prisoner Food and Care - Account 17	\$195,000	\$68,412	\$45,000				\$195,000	\$0
Case Worker/Program Director	\$78,801	\$78,801					\$78,801	\$0
Jail Assistant	\$84,286	\$84,286					\$84,286	\$0
Support								
Replenish IT Reserve Fund	\$150,000						\$0	\$150,000
Vehicle Maintenance Line Increase	\$40,000	\$10,000	\$10,000	\$10,000	\$10,000		\$40,000	\$0
Axon Contract - Account 19	\$84,236	\$40,800	\$43,436				\$84,236	\$0
Marta & Sons - Account 20	\$28,080	\$28,080					\$28,080	\$0
Dispatch Consoles	\$50,000		\$25,000	\$25,000			\$50,000	\$0
Administration								
Community Resource Officer	\$80,000	\$80,000					\$80,000	\$0
Metal Building at Range (Training)	\$250,000							\$250,000
Other Expenses								
Salary Survey Adjustments	\$1,317,301	\$439,100	\$439,100	\$439,101			\$1,317,301	\$0
2024 Cost of Living Adjustments	\$815,898	\$815,898					\$815,898	\$0
General Counsel	\$114,000			\$114,000			\$114,000	\$0
2024 Base Adjustments	\$377,264	\$358,331					\$358,331	\$18,933
Line 3 - Overtime Increase	\$64,215	\$20,000	\$20,000	\$24,215			\$64,215	\$0
Line 39 - Health Insurance Increase	\$112,850	\$112,850					\$112,850	\$0
Line 4 - Utilites	\$55,000			\$45,000	\$10,000		\$55,000	\$0
Line 5 - Insurance	\$148,300	\$74,000	\$58,300	\$16,000			\$148,300	\$0
Line 7 - Training	\$38,000		\$15,000	\$10,000	\$13,000		\$38,000	\$0
Line 14 - Telephones	\$20,000			\$10,000	\$10,000		\$20,000	\$0
Line 16 - Medical Fees	\$10,000				\$5,000	\$5,000	\$10,000	\$0
Line 20 - Contractual Services	\$76,650		\$25,000	\$25,000	\$26,650		\$76,650	\$0
Line 22 - Books, Subscriptions, Memberships	\$8,000				\$4,000	\$4,000	\$8,000	\$0
Line 26 - Fuel	\$80,000	\$40,000	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000	\$0
Line 28 - Office Supplies	\$6,000				\$6,000		\$6,000	\$0
Line 31 - Guns & Crime Equipment	\$15,000			\$8,000	\$7,000		\$15,000	
Line 34 - Vehicles and Equipment	\$25,000	\$25,000					\$25,000	
Total	\$4,982,811	\$2,049,547	\$712,836	\$741,316	\$333,429	\$29,000	\$4,250,496	\$523,943

2024-2025 Base Adjustments

Finance Manager Jennifer Reifschneider

To **reduce crime** and
improve the quality
of life for
the **citizens we serve**

Base Adjustment – 2024 Budget

\$26,937,092	2025 Base
2024 Approved Budget	2024 Budget*
	Approved
Full Time Salaries	\$17,089,553
Part Time Salaries	125,000
Overtime	471,762
Total Salaries & OT	\$17,686,315
KPF	\$2,380,795
KPERS	798,707
FICA	709,538
Health Insurance	1,537,150
Workers Comp.	380,000
Unemployment	17,687
Total Benefits	\$5,823,877
Non-Personnel	
Total Personnel	\$23,510,192



Base Adjustment – Turnover

\$26,937,092 2024 Approved Budget	2025 Base	
	2024 Budget*	Turnover
	Approved	
Full Time Salaries	\$17,089,553	(\$231,180)
Part Time Salaries	125,000	
Overtime	471,762	
Total Salaries & OT	\$17,686,315	(\$231,180)
KPF	\$2,380,795	(\$8,548)
KPERS	798,707	(\$49,801)
FICA	709,538	(\$7,607)
Health Insurance	1,537,150	
Workers Comp.	380,000	
Unemployment	17,687	(\$251)
Total Benefits	\$5,823,877	(\$66,207)
Non-Personnel		
Total Personnel	\$23,510,192	(\$297,387)
*Increase		-1.10%
*total Increase		-1.10%



Base Adjustment – Benefits

\$26,937,092 2024 Approved Budget	2025 Base		
	2024 Budget*	Turnover	Benefit Changes
	Approved		
Full Time Salaries	\$17,089,553	(\$231,180)	
Part Time Salaries	125,000		
Overtime	471,762		
Total Salaries & OT	\$17,686,315	(\$231,180)	\$0
KPF	\$2,380,795	(\$8,548)	\$153,110
KPERS	798,707	(\$49,801)	\$24,486
FICA	709,538	(\$7,607)	
Health Insurance	1,537,150		
Workers Comp.	380,000		
Unemployment	17,687	(\$251)	
Total Benefits	\$5,823,877	(\$66,207)	\$177,596
Non-Personnel			
Total Personnel	\$23,510,192	(\$297,387)	\$177,596
*Increase		-1.10%	0.66%
*total Increase		-1.10%	-0.44%

KPF Employer Contribution

23.10% to 24.61%

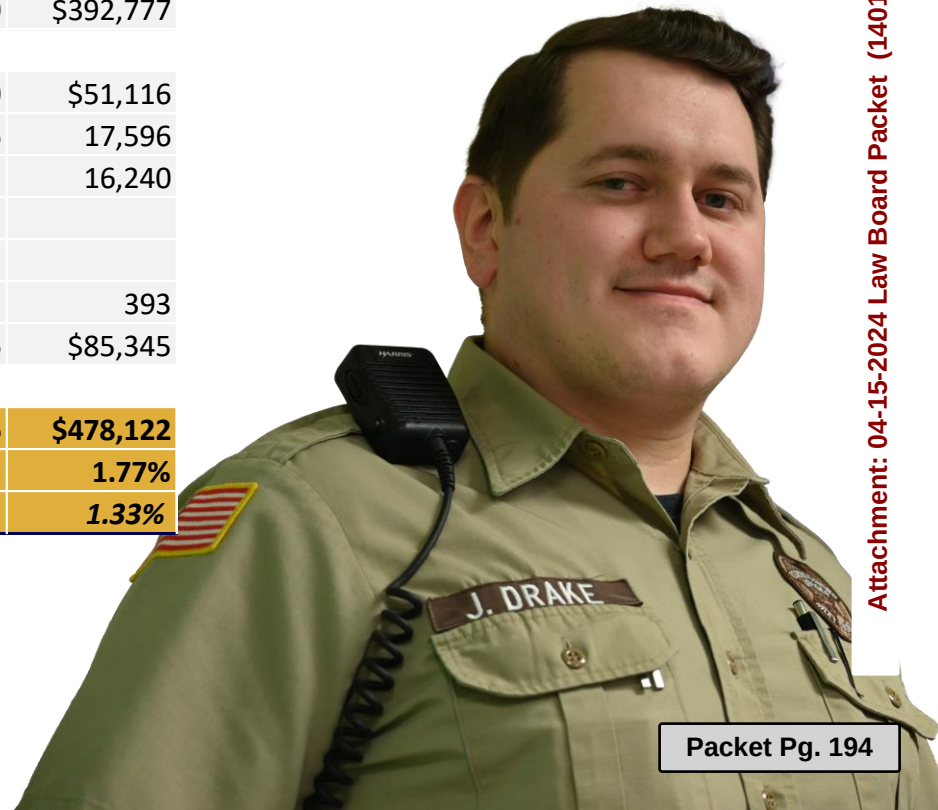
KPERS Employer Contribution

10.26% to 10.60%



Base Adjustment – Merits

\$26,937,092 2024 Approved Budget	2025 Base			
	2024 Budget*	Turnover	Benefit Changes	Steps & Longevity Pay
	Approved			
Full Time Salaries	\$17,089,553	(\$231,180)		\$392,777
Part Time Salaries	125,000			
Overtime	471,762			
Total Salaries & OT	\$17,686,315	(\$231,180)	\$0	\$392,777
KPF	\$2,380,795	(\$8,548)	\$153,110	\$51,116
KPERS	798,707	(\$49,801)	\$24,486	17,596
FICA	709,538	(\$7,607)		16,240
Health Insurance	1,537,150			
Workers Comp.	380,000			
Unemployment	17,687	(\$251)		393
Total Benefits	\$5,823,877	(\$66,207)	\$177,596	\$85,345
Non-Personnel				
Total Personnel	\$23,510,192	(\$297,387)	\$177,596	\$478,122
*Increase		-1.10%	0.66%	1.77%
*total Increase		-1.10%	-0.44%	1.33%



Total Base Adjustment

\$26,937,092 2024 Approved Budget	2025 Base					
	2024 Budget*	Turnover	Benefit Changes	Steps & Longevity Pay	Total Adjustments	2022 Base Budget
	Approved					
Full Time Salaries	\$17,089,553	(\$231,180)		\$392,777	\$161,597	\$17,251,150
Part Time Salaries	125,000				\$0	\$125,000
Overtime	471,762				\$0	\$471,762
Total Salaries & OT	\$17,686,315	(\$231,180)	\$0	\$392,777	\$161,597	\$17,847,912
KPF	\$2,380,795	(\$8,548)	\$153,110	\$51,116	\$195,678	\$2,576,473
KPERS	798,707	(\$49,801)	\$24,486	17,596	(\$7,719)	\$790,988
FICA	709,538	(\$7,607)		16,240	\$8,633	\$718,171
Health Insurance	1,537,150				\$0	\$1,537,150
Workers Comp.	380,000				\$0	\$380,000
Unemployment	17,687	(\$251)		393	\$142	\$17,829
Total Benefits	\$5,823,877	(\$66,207)	\$177,596	\$85,345	\$196,734	\$6,020,611
Non-Personnel						
Total Personnel	\$23,510,192	(\$297,387)	\$177,596	\$478,122	\$358,331	\$23,868,523
*Increase		-1.10%	0.66%	1.77%	1.33%	1.33%
*total Increase		-1.10%	-0.44%	1.33%	1.33%	1.33%

Item A: Cost of Living Adjustment

25.a

Finance Manager Jennifer Reifschneider

To **reduce crime** and
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the **citizens we serve**

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Packet Pg. 196

Item A: COLA

Data provided by US Dept. of Labor, Bureau of Labor Statistics

- **Assert that monthly and annual averages are appropriate when used consistently**
 - Reduce volatility
 - Avoid using seasonal adjustments and local indexes
- **Annual averages reduce volatility**

Item A: CPI - Midwest

Consumer Price Index (CPI) Midwest Region
Used by the City of Manhattan & Riley County

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	1.4	0.9	1.5	1.9	1.6	1.7	1.8	1.6	1.6	1.6	1.2	0.7	1.5	1.5	1.4
2015	-0.3	-0.5	-0.9	-1.1	-0.8	-0.7	-0.5	-0.3	-0.8	-0.3	-0.2	0.0	-0.5	-0.7	-0.4
2016	0.8	0.4	0.5	0.8	0.8	0.8	0.4	0.6	1.1	1.0	1.2	1.8	0.8	0.7	1.0
2017	2.2	2.4	1.9	1.8	1.4	0.9	1.3	1.5	1.5	1.5	1.9	1.7	1.7	1.8	1.6
2018	1.6	1.7	1.8	1.8	2.3	2.5	2.4	2.1	1.9	2.2	1.4	1.3	1.9	2.0	1.9
2019	0.8	1.3	1.7	1.5	1.3	1.2	1.5	1.5	1.4	1.5	1.9	2.3	1.5	1.3	1.7
2020	2.5	2.1	1.0	-0.4	-0.4	0.4	0.7	1.1	1.3	1.0	1.0	1.1	1.0	0.9	1.0
2021	1.2	1.7	3.0	4.9	5.6	5.8	5.9	5.7	5.7	6.6	7.3	7.5	5.1	3.7	6.5
2022	7.9	8.0	8.6	8.2	8.8	9.5	8.6	8.1	8.1	7.4	6.8	6.0	8.0	8.5	7.5
2023	6.0	5.6	4.9	4.9	3.7	2.4	2.9	3.4	3.2	2.9	2.9	3.2	3.8	4.5	3.1
2024	2.7	2.8	2.8												

Item A: COLA

Annual average since 2014

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	1.4	0.9	1.5	1.9	1.6	1.7	1.8	1.6	1.6	1.6	1.2	0.7	1.5	1.5	1.4
2015	-0.3	-0.5	-0.9	-1.1	-0.8	-0.7	-0.5	-0.3	-0.8	-0.3	-0.2	0.0	-0.5	-0.7	-0.4
2016	0.8	0.4	0.5	0.8	0.8	0.8	0.4	0.6	1.1	1.0	1.2	1.8	0.8	0.7	1.0
2017	2.2	2.4	1.9	1.8	1.4	0.9	1.3	1.5	1.5	1.5	1.9	1.7	1.7	1.8	1.6
2018	1.6	1.7	1.8	1.8	2.3	2.5	2.4	2.1	1.9	2.2	1.4	1.3	1.9	2.0	1.9
2019	0.8	1.3	1.7	1.5	1.3	1.2	1.5	1.5	1.4	1.5	1.9	2.3	1.5	1.3	1.7
2020	2.5	2.1	1.0	-0.4	-0.4	0.4	0.7	1.1	1.3	1.0	1.0	1.1	1.0	0.9	1.0
2021	1.2	1.7	3.0	4.9	5.6	5.8	5.9	5.7	5.7	6.6	7.3	7.5	5.1	3.7	6.5
2022	7.9	8.0	8.6	8.2	8.8	9.5	8.6	8.1	8.1	7.4	6.8	6.0	8.0	8.5	7.5
2023	6.0	5.6	4.9	4.9	3.7	2.4	2.9	3.4	3.2	2.9	2.9	3.2	3.8	4.5	3.1
2024	2.7	2.8	2.8												

CPI Comparison		
Year	Annual Average	RCPD Budget
2014	1.5	
2015	-0.5	
2016	0.8	1.5
2017	1.7	-0.5
2018	1.9	0.8
2019	1.5	1.7
2020	1	1.9
2021	5.1	0*
2022	8.0	1
2023	3.8	5.1
2024		6.5*
2025	93.	3

Item A: COLA

\$26,937,092 2024 Approved Budget	Items	
	2025 Base	A
		COLA (3.8%)
\$ Change	\$358,331	\$815,898
% Change	1.33%	3.03%

Item B: Salary Survey

Captain Brad Jager

Finance Manager Jennifer Reifschneider

To **reduce crime** and
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the **citizens we serve**

Item B: Salary Survey

Remaining: \$1,400,000

Request: Implementation of 33% of remaining

- \$439,100
- Retention of current employees
- Stay Competitive with Market Salaries

Item B: Salary Survey

2024 Approved Budget	\$26,937,092	Items	
	2025 Base	A	B
		COLA (3.8%)	Salary Survey
\$ Change	\$358,331	\$815,898	\$439,100
% Change	1.33%	3.03%	1.63%

Item C: Health Insurance

Captain Brad Jager

Finance Manager Jennifer Reifschneider

To **reduce crime** and
improve the quality
of life for
the **citizens we serve**

Item C: Health Insurance

Estimated Projections from our Broker

- 8% Increase in Medical Claims
- 12% Increase in Rx Claims
- 44% increase in stop loss premiums

Estimated shortfalls of \$400,000

Item C: Health Insurance

\$26,937,092 2024 Approved Budget	Items			
	2025 Base	A	B	C
		COLA (3.8%)	Salary Survey	Health Insurance
\$ Change	\$358,331	\$815,898	\$439,100	\$112,850
% Change	1.33%	3.03%	1.63%	0.42%

Item D: Liability Insurance

Captain Brad Jager

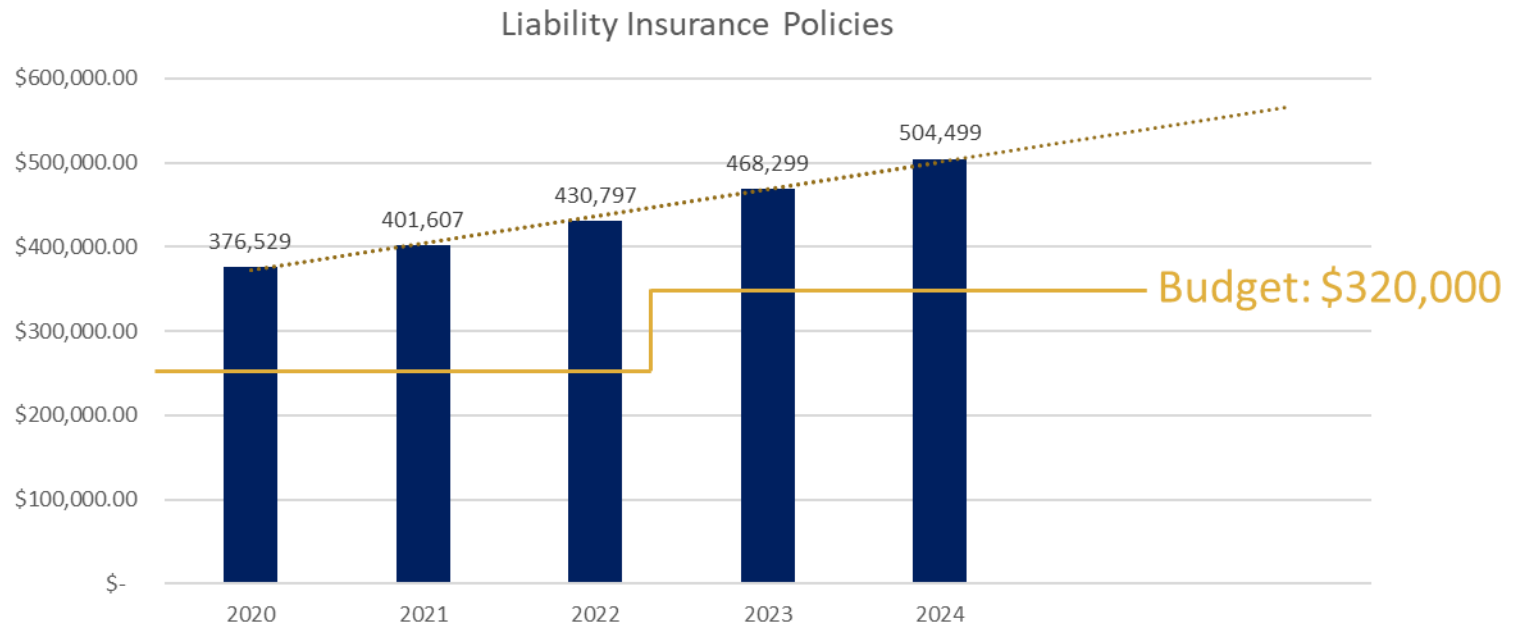
Finance Manager Jennifer Reifschneider

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of life for
the **citizens we serve**

Item D: Liability Insurance

Need: \$143,300

- 2025- Addressing \$100,000
 - \$26,000 addition through reallocation of funds
 - Budget addition \$74,000



Item D: Liability Insurance

\$26,937,092 2024 Approved Budget	Items				
	2025 Base	A	B	C	D
		COLA (3.8%)	Salary Survey	Health Insurance	Liability Insurance
\$ Change	\$358,331	\$815,898	\$439,100	\$112,850	\$74,000
% Change	1.33%	3.03%	1.63%	0.42%	0.27%

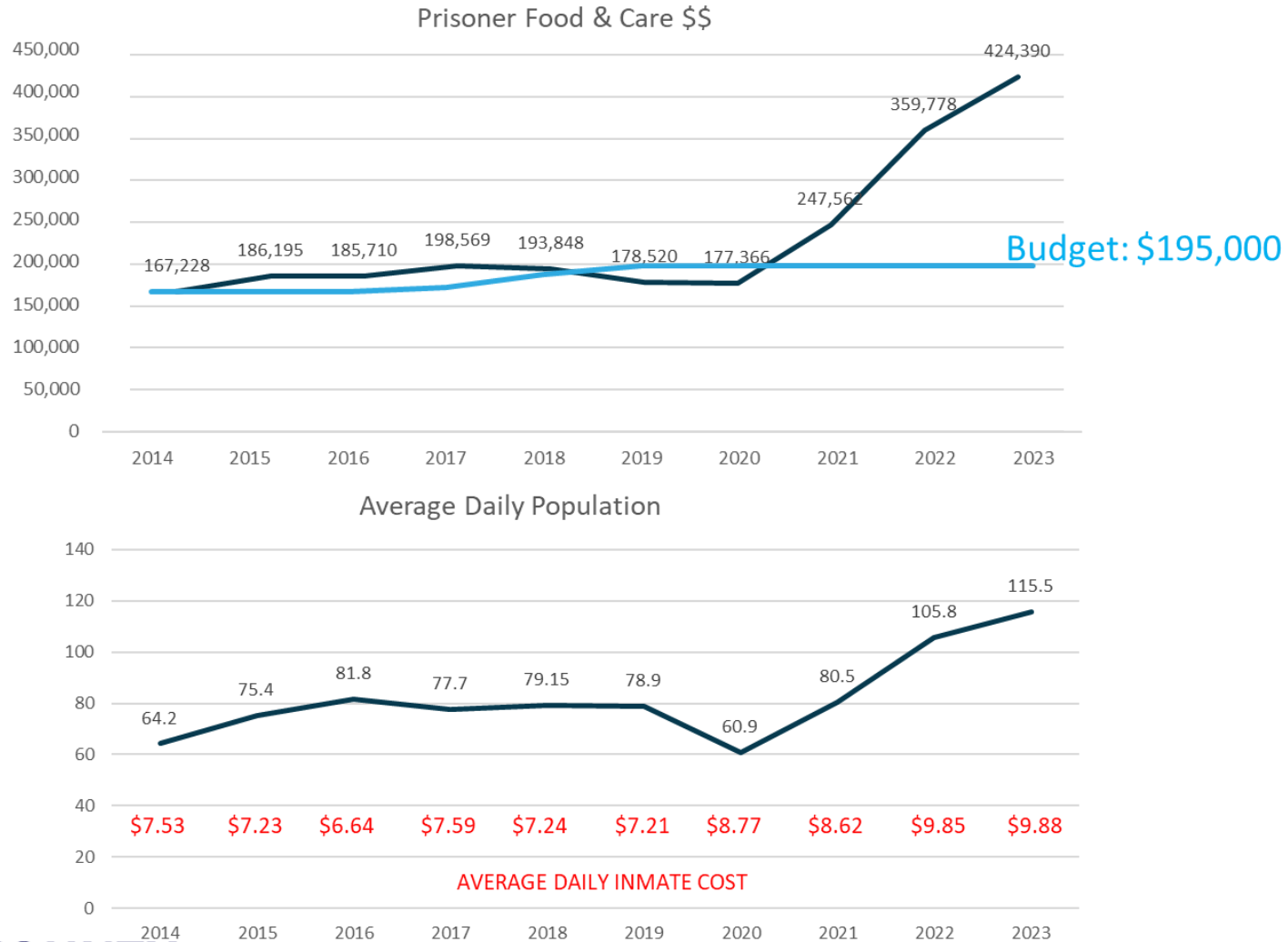
Item E: Prisoner Food & Care

Captain Brad Jager

Finance Manager Jennifer Reifschneider

To **reduce crime** and
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the **citizens we serve**

Item E: Prisoner Food & Care



Item E: Prisoner Food & Care

Total Need: \$195,000

- Addressing in 2025 – \$150,000
 - \$81,588 through reallocation of funds
- Budget Request – \$68,412

Item E: Prisoner Food & Care

\$26,937,092 2024 Approved Budget	Items					
	2025 Base	A	B	C	D	E
		COLA (3.8%)	Salary Survey	Health Insurance	Liability Insurance	Prisoner Food & Care
\$ Change	\$358,331	\$815,898	\$439,100	\$112,850	\$74,000	\$68,412
% Change	1.33%	3.03%	1.63%	0.42%	0.27%	0.25%

Item F: Fuel

Captain Brad Jager

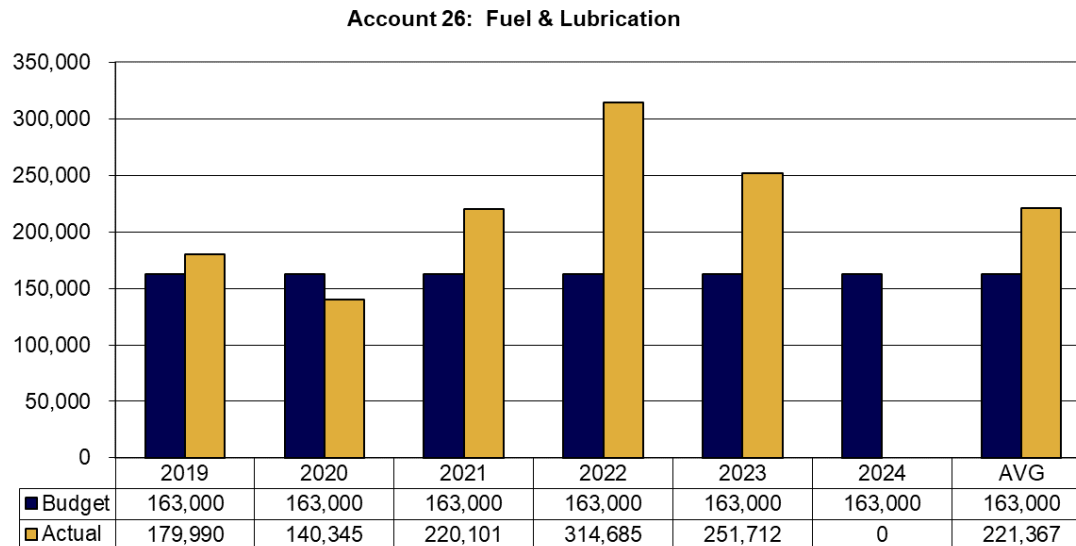
Finance Manager Jennifer Reifschneider

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the **citizens we serve**

Item F: Fuel

Need \$80,000

- 2025 Budget Request \$40,000



Item F: Fuel

\$26,937,092 2024 Approved Budget	Items						
	2025 Base	A	B	C	D	E	F
		COLA (3.8%)	Salary Survey	Health Insurance	Liability Insurance	Prisoner Food & Care	Fuel
\$ Change	\$358,331	\$815,898	\$439,100	\$112,850	\$74,000	\$68,412	\$40,000
% Change	1.33%	3.03%	1.63%	0.42%	0.27%	0.25%	0.15%

Item G: Crime Analyst

Captain Brad Jager

Finance Manager Jennifer Reifschneider

To **reduce crime** and
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of life for
the **citizens we serve**

Item G: Crime Analyst

Current Crime Analyst Contract

- Annual Cost 105K

On Site Crime Analyst

- Annual Cost 84,175
 - Actual Cost will decrease \$20,000

Budgeted Funds: 65,000

- Increase budgeted funds by \$19,175

Item G: Crime Analyst

2024 Approved Budget	\$26,937,092	Items						
	2025 Base	A	B	C	D	E	F	G
		COLA (3.8%)	Salary Survey	Health Insurance	Liability Insurance	Prisoner Food & Care	Fuel	Crime Analysts
\$ Change	\$358,331	\$815,898	\$439,100	\$112,850	\$74,000	\$68,412	\$40,000	\$19,170
% Change	1.33%	3.03%	1.63%	0.42%	0.27%	0.25%	0.15%	0.07%

Item H: 3 Police Officers

Captain Brad Jager

Finance Manager Jennifer Reifschneider

To **reduce crime** and
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the **citizens we serve**

Item H: 3 Police Officers (Government Grant)

Address Current Needs & Anticipated Growth

Government Grant - 3 Police Officers

- 50% Grant Funded - \$121,780
- 50% Match - \$121,780

Item G: 3 Police Officers (Government Grant)

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

\$26,937,092 2024 Approved Budget	Items									
	2025 Base	A	B	C	D	E	F	G	I	
	COLA (3.8%)	Salary Survey	Health Insurance	Liability Insurance	Prisoner Food & Care	Fuel	Crime Analyst	COPS (3 Cop		
\$ Change	\$358,331	\$815,898	\$439,100	\$112,850	\$74,000	\$68,412	\$40,000	\$19,175	\$12,500	\$1,000
% Change	1.33%	3.03%	1.63%	0.42%	0.27%	0.25%	0.15%	0.07%		

Proposed Budget

\$26,937,092 2024 Approved Budget	Items									
	2025 Base	A	B	C	D	E	F	G	H	Total Increase
		COLA (3.8%)	Salary Survey	Health Insurance	Liability Insurance	Prisoner Food & Care	Fuel	Crime Analyst	COPS Grant (3 Cops) 50/50	
\$ Change	\$358,331	\$815,898	\$439,100	\$112,850	\$74,000	\$68,412	\$40,000	\$19,175	\$121,780	\$2,047,000
% Change	1.33%	3.03%	1.63%	0.42%	0.27%	0.25%	0.15%	0.07%	0.45%	1%

Proposed Budget	\$28,986,639.17	7.61%
Carry Over	<\$259,66.17>	<.96%>
Proposed Budget Realized	\$28,726,976	6.64%

Attachment: 04-15-2024 Law Board Packet (14018 : Law Board Meeting Agenda)

Proposed Budget

Attached – Official copies of Budget

Possible Action Items:

Move to approve a Budget for Publication in
Manhattan Mercury

Suggest modifications for May Law Board
Meeting

Budget Timeline

The following is the proposed timeline for development of the 2025 RCPD budget.

At the **January 16, 2024** Law Board meeting, discuss, modify as necessary and approve the 2025 budget development timeline.

During the month of March conduct special Law Board meetings, as the Board deems necessary, to begin preliminary budget discussions and obtain Law Board guidance.

At the **April 15, 2024** Law Board meeting, update the Board on budget development and provide a draft 2025 budget. Determine the need for additional special Law Board meetings as necessary for budget development.

At the **May 20, 2024** Law Board meeting, approve a budget of expenditures for publication prior to the mandatory public hearing, unless additional special budget meetings are deemed necessary.

No later than **June 7, 2024** publish the proposed 2025 budget of expenditures with the City and County Revenue Neutral Rate (if available) in the Manhattan Mercury.

At the **June 17, 2024** Law Board meeting, conduct a public hearing on the 2025 budget of expenditures and formally adopt the budget.

On or before **July 1, 2024** certify to the Riley County Board of County Commissioners and the City of Manhattan a budget of expenditures for the 2025 operation of the Riley County Law Enforcement Agency/Riley County Police Department.



Thank You!

To **reduce crime** and
improve the quality
 of life for
 the **citizens we serve**

Riley County Police Department

1001 South Seth Child Road
 Manhattan, Kansas 66506

(785) 537-2100

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@RileyCountyPD

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