



**Board of Riley County
Commissioners
Regular Meeting
Agenda
April 19, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 2 – Greg McKinley, Member](#)

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

[District 1 – John Ford, Vice Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. W. 32nd Ave. Bridge Replacement Project- Easements
4. Proclamation for Volunteer Appreciation Week (April 18-24)
5. Proclamation for National County Government Month Proclamation - April 2021 "Counties Matter"
6. Sign Riley County Personnel Action Form(s)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Apr 15, 2021 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Amy Manges, Register of Deeds

10. 2021 Year-To-Date Revenue
11. Request to Fill Positions

9:15 AM

David Adams, EMS/Ambulance Director

12. EMS/Ambulance Staff Update

9:30 AM

Press Conference

13. Proclamation for Volunteer Appreciation Week - John Ford and Julie Gibbs (3-5 minutes)

- 14. National County Government Month Proclamation - April 2021
"Counties Matter" - John Ford (3-5 minutes)

9:50 AM**Riley County Commissioners**

- 15. Law Board appointments

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

- 16. Administrative Work Session
- 17. Pending County Projects County Counselor

10:30 AM**Greg McHenry, Appraiser**

- 18. Request to refill Appraiser I position

12:00 PM**Law Enforcement Agency Meeting**

- 19. Law Board Meeting Agenda

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.



PUBLIC WORKS
Project

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

COMMISSION AGENDA REPORT

FROM: Gary Rosewicz, Assistant Public Works Director

MEETING: April 19, 2021

SUBJECT: W. 32nd Ave. Bridge Replacement Project- Easements

PRESENTER: Gary Rosewicz, Assistant Public Works Director

Attached for your approval are 2 Temporary Easement Agreements for the W. 32nd Ave. Bridge Replacement Project. This project is located approximately 1/2 mile west of McDowell Creek Rd.

Staff recommends approval.

Possible Motions

Move to approve the Easement Agreements and authorize the Chairman to sign.

Enclosures:

- Eggers Temporary Easement 1 (PDF)
- Eggers Temporary Easement 2 (PDF)

TEMPORARY CONSTRUCTION EASEMENT

This agreement, made and entered into this _____ day of _____, 2021, by and between RALEIGH L. EGGERS, TRUSTEE OF RALEIGH L. EGGERS TRUST, hereinafter called Party of the First Part; and the BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter a certain public road known as:

WEST 32ND AVENUE

NOW, THEREFORE, in consideration of the sum of:

$$\begin{array}{rcl} 0.084 \text{ acre} \times \$200.00/\text{acre} & = & \$16.80 \quad \text{---->} \quad \underline{\$ 200.00} \\ \text{Total} & \text{---->} & \underline{\$ 200.00} \end{array}$$

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, TEMPORARY EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, as shown on Exhibit A, more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

A tract of land in the Southwest Quarter of Section 1, Township 11 South, Range 7 East of the 6th P.M., Riley County Kansas, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 1; THENCE on the West line thereof, N02°25'40"W (assumed bearing) a distance of 1345.35 feet; THENCE N87°34'20"E a distance of 251.67 feet to a point on the North line of West 32nd Avenue and the POINT OF BEGINNING; THENCE S55°15'37"E a distance of 323.25 feet to a point on the centerline of McDowell Creek as it currently exists; THENCE along said centerline, S62°32'09"W a distance of 16.96 feet to a point on the North line of said W. 32nd Avenue; THENCE on said North line, N55°15'37"W a distance of 165.34 feet; Thence continuing on said line, N49°32'59"W a distance of 150.75 feet to the POINT OF BEGINNING.

Said tract containing 3664 square feet, more or less, subject to easements and other conditions, if any, now being of record.

Attachment: Eggers Temporary Easement 1 (10724 : W. 32nd Ave. Bridge Replacement Project- Easements)

2 of 2 Eggers Temp. Easement

SAID TEMPORARY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used for the construction of, or in connection therewith, said project subject to all the provisions of the law relating thereto. Both parties mutually agree this easement shall expire upon final completion of the bridge or no later than December 31, 2023.

THIS AGREEMENT, will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: _____

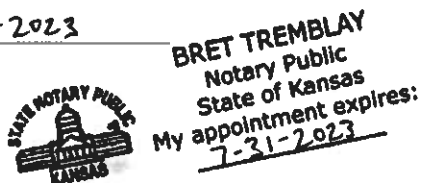
Raleigh L. Eggers - Trustee
RALEIGH L. EGGERS - TRUSTEE

STATE OF Kansas)
) SS
COUNTY OF Riley)

BE IT REMEMBERED, That on this 9th day of April, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came RALEIGH L. EGGERS, TRUSTEE OF RALEIGH L. EGGERS TRUST, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

My appointment expires: 7-31-2023

BRET TREMBLAY
Notary Public
State of Kansas
My appointment expires:
7-31-2023

Bret Tremblay
NOTARY PUBLIC

Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Eggers Temporary Easement 1 (10724 : W. 32nd Ave. Bridge Replacement Project- Easements)

TEMPORARY CONSTRUCTION EASEMENT

This agreement, made and entered into this _____ day of _____, 2021, by and between RALEIGH L. EGGERS, TRUSTEE OF RALEIGH L. EGGERS TRUST, hereinafter called Party of the First Part; and the BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter a certain public road known as:

WEST 32ND AVENUE

NOW, THEREFORE, in consideration of the sum of:

$$\begin{array}{rcl} 0.034 \text{ acre} \times \$200.00/\text{acre} & = & \$8.50 \quad \text{---->} \quad \underline{\$ 200.00} \\ \text{Total} & \text{---->} & \underline{\$ 200.00} \end{array}$$

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, TEMPORARY EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, as shown on Exhibit A, more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

A tract of land in the Southwest Quarter of Section 1, Township 11 South, Range 7 East of the 6th P.M., Riley County Kansas, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 1; THENCE on the West line thereof, N02°25'40"W (assumed bearing) a distance of 1139.88 feet; THENCE N87°34'20"E a distance of 493.90 feet to a point on the North line of West 32nd Avenue at the center of McDowell Creek as it currently exists; THENCE along said centerline N62°32'09"E a distance of 16.96 feet; THENCE parallel with said North line, S55°15'37"E a distance of 91.18 feet to a point on the West line of an electrical transmission easement; THENCE on said West line, S12°00'42"W a distance of 16.26 feet to a point on the North line of said W. 32nd Avenue; THENCE on said North line; N55°15'37"W a distance of 105.37 feet to the POINT OF BEGINNING.

Said tract containing 1474 square feet, more or less, subject to easements and other conditions, if any, now being of record.

Attachment: Eggers Temporary Easement 2 (10724 : W. 32nd Ave. Bridge Replacement Project- Easements)

2 of 2 Eggers Temp. Easement

SAID TEMPORARY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used for the construction of, or in connection therewith, said project subject to all the provisions of the law relating thereto. Both parties mutually agree this easement shall expire upon final completion of the bridge or no later than December 31, 2023.

THIS AGREEMENT, will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: _____

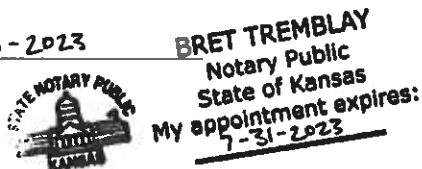
Raleigh L. Eggers - Trustee
RALEIGH L. EGGERS - TRUSTEE

STATE OF Kansas)
) SS
COUNTY OF Riley)

BE IT REMEMBERED, That on this 9th day of April, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came RALEIGH L. EGGERS, TRUSTEE OF RALEIGH L. EGGERS TRUST, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

My appointment expires: 7-31-2023



Bret Tremblay
NOTARY PUBLIC

Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Eggers Temporary Easement 2 (10724 : W. 32nd Ave. Bridge Replacement Project- Easements)



HEALTH DEPARTMENT
Proclamation

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: April 19, 2021

SUBJECT: Proclamation for Volunteer Appreciation Week (April 18-24)

PRESENTER: Julie Gibbs

POSSIBLE MOTION(S)

Move to approve the Proclamation for Volunteer Appreciation Week.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Volunteer_Appreciation_Week2021_-_FINAL (PDF)

Volunteer Appreciation Month Proclamation

WHEREAS, the week of April 18-24 has been designated nationally as Volunteer Appreciation Week to recognize the hard work, dedication and passion of volunteers and national service members throughout our nation; and

WHEREAS, National Volunteer Week was established in 1974 and has grown exponentially each year; and

WHEREAS, Riley County believes that government alone cannot meet all of our county's needs, so we partner with businesses, faith-based organizations, non-profit organizations, foundations and individuals who serve in our community to make a difference; and

WHEREAS, the County is committed to encouraging volunteerism and national service among its employees, citizens, partners, businesses and organizations and thanks all volunteers for their dedicated service.

NOW, THEREFORE, I, John Ford, Chairperson of the Riley County Board of County Commission, hereby do proclaim the week of April 18-24, 2021 as

“Volunteer Appreciation Month”

in Riley County, and urge our residents to recognize the positive impact of volunteerism and national service in our communities.

The Board of County
Commissioners of Riley County, Kansas

CHAIR

MEMBER

MEMBER
ATTEST:

RICH VARGO, Riley County Clerk

Attachment: Volunteer Appreciation Week2021 - FINAL (10709 : Volunteer Appreciation Week)



COUNTY CLERK & ELECTIONS
Proclamation

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

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Administrative Assistant II

MEETING: April 19, 2021

SUBJECT: Proclamation for National County Government Month Proclamation - April 2021 "Counties Matter"

PRESENTER: Alice Massimi, PIO

POSSIBLE MOTION(S)

Move to approve the Proclamation for National County Government Month Proclamation - April 2021 "Counties Matter".

Move to deny

Move to modify

Move to table

Enclosures:

- 2021 NATIONAL COUNTY GOVERNMENT MONTH PROCLAMATION (DOCX)

NATIONAL COUNTY GOVERNMENT MONTH PROCLAMATION - APRIL 2021

"COUNTIES MATTER"

WHEREAS, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, *Riley County* and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under National Association of Counties President Mary Ann Borgeson's leadership, NACo is demonstrating how "Counties Matter," especially in supporting older adults, their families and caregivers; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, the 278 Riley County Employees provide services to residents of Riley County ranging from emergency services to planning and development to a county-wide response to the COVID-19 pandemic. Employees and elected officials perform these duties in a manner that demonstrates a commitment to strong ethics, integrity, fiscal responsibility, and equality.

NOW, THEREFORE, BE IT RESOLVED THAT WE, Board of County Commission, do hereby proclaim April 2021 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY KANSAS

Chairman

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 Resource Manager

MEETING: April 19, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-04 A Iverson Asst County Attorney (green) (PDF)
- 2021-04 E Porter Contact Tracer (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add ☐ Change		Fill Request Date 04/13/2021 Employee #	
☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion
☐ Step Change	☐ Status Change	☐ Demotion	☒ Separation from County Service
☒ Full Time	☐ Regular	☐ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Iverson	Ashley		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Assistant County Attorney	Attorney	001-001
Position Title	Department	Fund

04/13/21	☒	☐		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

GG	00	\$	☐ Hour	\$	☒ Bi-weekly	☐ 40	☐
Grade/Step				Pay Rate		Hours Per Workweek	

Comments: Involuntary separation

Approvals: _____
 Department: [Signature] Date: 4-13-2021

Personnel: [Signature] 4/14/2021

BOCC: _____
 Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date 04/13/2021
☒ Change		Employee #

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Porter	Erine	J	
--------	-------	---	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Covid-19 Contact Tracer	Health Department	030-400-337
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Position Title Department Fund

04/22/2021	☐ Exempt	☒ Non-Exempt		☐ Yes	☐ No
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Effective Date Ending Date For Temporary Is this a budgeted position?

B	9	\$15.49	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
---	---	---------	--	----	------------------------------------	-----------------------------	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Comments:

Resignation

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:



**Board of Riley County
Commissioners
Regular Meeting
Minutes
April 15, 2021**

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

Attendee Name	Title	Status	Arrived
John Ford	County Commissioner	Present	8:30 AM
Kathryn Focke	County Commissioner	Present	8:30 AM
Greg McKinley	County Commissioner	Present	8:30 AM
Rich Vargo	County Clerk	Present	8:30 AM
Clancy Holeman	Counselor/Director of Administrative Services	Present	8:30 AM
Michael Boller	Noxious Weed Director	Present	8:30 AM
Alice Massimi	PIO	Present	8:34 AM
John Ellermann	Public Works Director/County Engineer	Present	8:38 AM
Elizabeth Ward	Human Resource Manager	Present	8:40 AM
Craig Cox	Deputy County Counselor	Present	9:30 AM
Gary Fike	County Extension Director	Present	9:55 AM
Julie Gibbs	Health Department Director	Present	9:50 AM
Breva Spencer	Family Connections Supervisor	Present	9:50 AM
Dennis Butler	RCPD Director	Present	10:15 AM
Russel Stukey	Emergency Management Director	Present	10:30 AM
Amanda Smeller	Planning/Special Projects Director	Present	10:34 AM
DaLanna Nichols	Court Administrator	Present	10:38 AM
Tami Robison	Budget and Finance Officer	Present	10:04 AM
Shilo Heger	Treasurer	Present	10:43 AM

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

Minutes Acceptance: Minutes of Apr 15, 2021 8:30 AM (Review Minutes)

2. Commission Comments

Ford's Comments:

Tuesday morning I did KMAN 1350's In Focus Program via Zoom. The first segment was Julie Gibbs from the Health Department giving a local update on the situation with the Johnson & Johnson vaccine. I also brought Amanda Smeller Riley County Planning Director on to discuss our efforts on future comprehensive planning and what that is going to look like as well as the NextGen911 efforts. Discussion on a new EMS facility, the First Christian Church Property, the Seth Childs Corridor, extension of a county ½ cent tax, and broadband/wireless were also brought up. Speaking of technology I appreciate Brandon Peoples patience as service on my Wi-Fi jetpack for the Zoom went down late in program, thankfully I had my phone available for backup.

Tuesday afternoon I had a follow up Zoom call on some interests and collaboration moving forward down in the Aggieville District. Dialog was good and there is a lot yet to sort out so there will be more about this moving forward in the future most likely.

Thursday afternoon I had my monthly national teleconference meeting with NACo's Community Economic and Workforce Development Steering Committee. This meeting centered around a recap of the first virtual policy conference, which was held throughout March and early April, as mentioned this year's annual conference and expo is being moved from Travis County, Texas to Prince Georges County, Maryland and will be a combination of both in person and virtual. A legislative update on the American Jobs Plan was presented by Jessica Jennings, NACo's Associate Transportation Director and an update on the American Rescue Plan was presented our committee liaison Daria Daniel.

McKinley's Comments:

Tuesday I attended Flint Hills Veterans Coalition meeting. In early stages of planning the Veterans Day parade, which is their primary event. They have a website and a Facebook page and have started doing some podcasts with the latest one being Women in War. I met and had a short conversation with former commissioner Mike Kearns.

Tuesday I had several conversations with the Sowell's about their concerns about what Britts are doing along Wildcat Creek. Went out with Tim Sowell and walked through some of the areas they are concerned about. An injunction was served yesterday stopping the work for now.

I have had some calls and emails regarding Biden's 30 by 30 plan. Some are confusing it with the National Heritage Area being proposed. There was a meeting in Clay Center Tuesday evening concerning the National Heritage Area that would stretch from here to Colorado, three counties deep in Kansas and Nebraska. Riley County is actually already a part of a National Heritage Area that covers eastern Kansas and some western Missouri.

I contacted both Representative Mann's office and Senator Moran's office about the 30 by 30 plan. Right now it is just a broad initiative with no concrete details or definitions. They are both aware of the problems in this regarding any restrictions of private property rights and are keeping an eye on it. Senator Moran has a news release concerning this on his website.

Focke's Comments:

I received a call from Tim Suell in the a.m. of Tuesday concerning the environmental problems occurring in Hunters Island and Temple Lane. I went out to the property and met with him and his father, Scott, and toured the property with Tim. Steve Higgins has been working on getting the adjoining property owner to stop clearing and bulldozing the creek areas. Later in the day, I was informed that a restraining order was to be issued the next day. I followed up with the Suells' the following morning. A representative of the state will be at the site on Wednesday to assess the damages and pursue the mitigation.

On Wednesday, I attended the Heartland Works meeting via zoom. A presentation was given by Mary Ann Lawrence who is a national consultant that analyzes programs in the 50 states. Her report stated that the Kansas program is compliant and had compliments for the board and numerous workforce centers. She had several suggestions including adding an extra business person to the board and to change the by-laws for a 4 year plan rather than 5 that's in the current by-laws.

Other discussion included making a plan for employees wanting to continue to work remotely after a May 1st opening date for the centers. David Brennan had a report on the issue. During the pandemic a significant number of workers have determined not to return to work, possibly due to more emphasis on family life and the cost of child care.

Business Meeting

3. Bid Recommendation 2022 Truck

Move to approve the bid submitted by Shawnee Mission Ford, Shawnee, Kansas for a 2022 one and one-half ton 4x4 cab chassis truck in the amount of \$39,487.00, which was the second lowest of two bids received for the Noxious Weed Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

4. Senn Rd. Bridge Replacement Project- Bid Recommendation

Move to approve the low bid submitted by Ebert Construction Co., Inc. in the amount of \$380,699.77 for the Senn Road Bridge replacement project.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

5. 2021 CIP Authorizations-First Work Session

Move to approve and sign the CIP Authorization Forms for approved requests during the first quarter CIP work session held on April 8, 2021. The approved combined total is \$1,292,000.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

6. Sign Riley County Personnel Action Form(s)

The Board of County Commissioners signed Riley County Personnel Action Forms for the following:

- Millicent Okyere-Atta-Yeboah, for a promotion (from COVID-19 Contact Tracer), as a Chronic Disease Risk Reduction Coordinator, in the Health Department, at a grade L step 1, at \$19.69 per hour.
- Sydney Owings, for a promotion (from an Appraiser I-Residential), as an Appraiser II-Commercial, in the Appraiser's Department, at a grade L step 1, at \$19.69 per hour.
- Jana Chingway, for a promotion, as a Senior Legal Assistant, in the Counselor's Department, at a grade M step 5, at \$23.57 per hour.

7. Discuss Intergovernmental Luncheon

Review Minutes

8. Board of Riley County Commissioners - Regular Meeting - Apr 12, 2021 8:30 AM

Move to approve the minutes.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:00 AM

John Ellermann, Public Works Director/County Engineer

11. Fill an open Traffic Control Technician Position

Ellermann presented the request to rehire the Traffic Control Technician position.

Move to approve the Public Works Department advertise to hire the open Traffic Control Technician position.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

The Board of County Commissioners signed a Riley County Position

Action Form for a Traffic Control Technician, in the Public Works Department/Traffic Division, at a grade I.

9:15 AM Break

9:30 AM Clancy Holeman, Counselor/Director of Administrative Services

12. Administrative Work Session

Holeman asked the Board to change the title of the executive session to pending litigation.

Move to change the executive session motion from "Potential" to "Pending" litigation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

9:30 AM 13. Executive session to discuss confidential legal advice regarding pending litigation issues

Move the County Commission, including Chairman Ford, Commissioner McKinley, and Commissioner Focke, recess into executive session on pending litigation for the purpose of consultation with Clancy Holeman, Riley County Counselor, and Craig Cox, Deputy County Counselor, attorneys for the County Commission, which would be deemed privileged in the attorney-client relationship, an exception to the Kansas Open Meetings Act, the open meeting to resume in the County Commission Chambers at 9:50 a.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

9:50 AM Move the Board of County Commissioners come out of executive session.

Minutes Acceptance: Minutes of Apr 15, 2021 8:30 AM (Review Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

Move the record reflect action shall be taken consistent with the consensus reached in executive session.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

9:50 AM

Breva Spencer, Maternal and Child Health Supervisor

Move to recess as the Board of County Commissioners and convene as the Board of Health.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

14. Request to proceed with new position through the OPEI grant

Spencer presented the request to create a new position through the OPEI grant.

Move to approve the process of writing a job description, McGrath placement evaluation and salary and benefits determination for the new position under the OPEI and ELC grant funding through December 31, 2021.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

Move to recess as the Board of Health and reconvene as the Board of County Commissioners.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner

Minutes Acceptance: Minutes of Apr 15, 2021 8:30 AM (Review Minutes)

SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

10:00 AM Gary Fike, County Extension Director

15. Wallet Wisdom

Fike presented the "Wallet Wisdom Program" beginning April 22, 2021.

10:15 AM Dennis Butler, RCPD Director

16. RCPD update

Butler presented a RCPD update.

10:30 AM Russel Stukey, Emergency Management Director

17. Staff Update

Stukey presented an update on Emergency Management/Riley County Fire District #1.

10:45 AM Rich Vargo, County Clerk

18. First Christian Church/County Administrative Facilities & Courtroom Space

Vargo presented the background material from 2006-Present on the planning and purchase of the First Christian Church/Administrative Facilities.

The Board discussed the First Christian Church/Administrative Facilities.

Vargo suggested the Board consider a Retreat with all Department Heads/Elected Officials to discuss space needs.

Nichols discussed Courts needs for additional space together with the County Attorney and CASA.

Wilkerson agreed with Nichols comments. Wilkerson discussed the large cases cause overcrowding where witnesses and defendants are talking with each other.

The Board asked to have Brent Bowman present a review of the last space plan developed.

Adjournment

Move to adjourn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
April 22, 2021**

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. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Barry Wilkerson, County Attorney

2. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:35 AM

Kevin Howser, IT/GIS Director

4. Staff update

9:50 AM

Amanda Smeller, Planning/Special Projects Director

5. Request to fill the Zoning Enforcement Officer Position

10:05 AM

Julie Gibbs, Health Department Director

6. Mask mandate

10:25 AM

Julie Gibbs, Health Department Director

7. Request three new positions with ELC funding

10:30 AM

Road and Bridge Tour

Attachment: 04-22-21 tentative agenda (10441 : Tentative Agenda)

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.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
April 26, 2021**

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. Pawnee Mental Health Month Proclamation

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Robbin Cole, Pawnee Mental Health Services Director

2. Pawnee Mental Health Services update

9:15 AM

Gary Rosewicz, Assistant County Engineer

3. Bid opening for 2021 Asphalt Overlay Program

9:30 AM

Press Conference

4. Presentation of the Pawnee Mental Health Month Proclamation - John Ford and Robbin Cole (3-5 minutes)

10:00 AM

Russel Stukey, Emergency Management Director

5. Bid opening for two 3/4 ton 4x4 trucks

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

12:00 PM

Intergovernmental Luncheon

Adjournment

Attachment: 04-26-21 tentative agenda (10441 : 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.

Attachment: 04-26-21 tentative agenda (10441 : Tentative Agenda)



REGISTER OF DEEDS
Staff Update

Amy Manges
Register of Deeds
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6340

STAFF REPORT

FROM: Amy Manges
MEETING: April 19, 2021
SUBJECT: 2021 Year-To-Date Revenue
PRESENTER: Amy Manges

Enclosures:

- BOCC Report - April 2021 (DOC)

TO: Board of County Commissioners
FROM: Amy Manges, Register of Deeds
DATE: April 15, 2021
SUBJECT: 2021 Year-To-Date Revenue

The following is a brief summary of revenue figures through 3:00 p.m., April 09, 2021 with comparable year-to-date information for 2020:

	<u>2020</u>	<u>2021</u>
Total Mortgage Amount (Indebtedness)	\$104,168,305	\$183,602,145
Recording Fees	\$114,748	\$193,868
Heritage Trust Fund	\$8,572	\$14,414
Register of Deeds Tech Fund	\$17,144	\$28,828
Treasurer Tech Fund	\$4,286	\$7,207
Clerk Tech Fund	\$4,286	\$7,207
Copy Fees	\$9,442	\$16,875
 Total Year-To-Date Revenue	 \$158,478	 \$268,399

Note: There is a \$30,000 per year limit on what is transferred to the state for the Heritage Trust Fund. Any amount over \$30,000 will be transferred to County General at the end of the year.

<u>Plats</u>	<u>2020</u>	<u>2021</u>
Total Plats Filed	6	14
Total Platted Lots	146	26

Estimated 2021 Revenue

Recording Fees = \$275,000

Heritage Trust Fund = \$25,000

Copy Fees = \$20,000

Total = \$320,000

Register of Deeds Tech Fund = \$45,000

Attachment: BOCC Report - April 2021 (10717 : 2021 Year-To-Date Revenue)

Staff Update:

- Recorded 2,762 documents in 2021 vs. 1,789 in 2020.
- Cleaning out old files in basement and vault area and having them shredded.
- Continue to work on back-file indexing
- Completed work with Tyler and moved online subscription service to iDoc Market
- Continue to cross train employees
- Tracking daily revenue loss due to changes in filing fees and mortgage registration tax. Total revenue lost in 2021 due to fee changes totaled \$293,494.



REGISTER OF DEEDS
Personnel

Amy Manges
Register of Deeds
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6340

COMMISSION AGENDA REPORT

FROM: Amy Manges
MEETING: April 19, 2021
SUBJECT: Request to Fill Positions
PRESENTER: Amy Manges & Elizabeth Ward

BACKGROUND

The Register of Deeds office is approved for 5 full time employees in the 2021 budget. The previous Register of Deeds retired Jan. 8, 2021. Two internal promotions occurred in the department in January, and 1 current employee is transferring to the Clerk's office - after all of these moves, the Register of Deeds office has 2 full time budgeted positions open. I am requesting to fill both positions as Records Assistant - I: one position in a full time capacity and one in a part time capacity.

DISCUSSION

Our office is experiencing an abnormally high volume of recordings. From Jan. 1, 2021 thru Apr. 9, 2021 we have processed 2,762 documents compared to 1,819 in year 2020 and 1,487 in year 2019 during the same time period. Because of this it has been impossible to find time to fill the previously vacant position and train a new hire. With the most recent transfer out of the office, the need has become imperative.

For this reason I am asking the BOCC's permission to hire Debbie Regester in a temporary capacity in order to meet the current demands and allow Amy the ability to train new staff. Deb would work in the capacity of a full time Records Assistant-I until such time the full time position is filled. Once the full time position is filled, Deb would transition to part time hours for

a period to last no more than 1 month after both the full time and part time positions are filled. This will give current staff some relief and free up time to train new employees coming in

FISCAL IMPACT

The 2 requested positions are budgeted, therefore there will be no fiscal impact. Further, I am requesting to open 1 of the 2 in a part time capacity for at least 6 months. The fiscal impact of hiring Deb in a temporary capacity is outlined below.

Position	Budgeted Wage Annualized	Actual Wage annualized	Difference for 2021
Records Assistant I-Grade F, Step 02 – Full Time (budgeted step 09)	\$41,121.60	\$31,616	\$9,505.60
Records Assistant I – Grade F, Step 02 – Part time for 6 months (1300 hours)	\$31,616	\$15,200	\$16,416
Temporary Rec Assist I – Grade F, Step 10 (520 hours)	\$0	10,093.20	(\$10,093.2)

ALTERNATIVES

- . Move to approve
- . Move to deny
- . Move to modify or develop alternative if other concerns or factor arise
- . Schedule work session to discuss issue further

RECOMMENDATION(S)

Recommendation is to open both positions of Records Assistant I in the Register of Deeds Office, and to temporarily hire Deb Register until those positions are filled and trained.

POSSIBLE MOTION(S)

“I move the Board approve to open both positions of Records Assistant I in the Register of Deeds Office, and to temporarily hire Deb Register until those positions are filled and trained.

Enclosures:

- 2021-04 Reg of Deeds Records Assist I (gold) (PDF)
- 2021-04 Reg of Deeds Records Assist I 2nd position (gold) (PDF)

RILEY COUNTY POSITION ACTION FORM

Department Register of Deeds Date 04/01/2021 Job Title Records Assistant I

☒ Full Time	☒ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>F</u>	Start Date <u>ASAP</u>	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	Hours per ☒ Week ☐ Month	End Date	☐ Exempt

TYPE OF REQUEST

(Check one box and follow instructions in box – attach new job description if applicable)

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Keirsten Cragg</u>	2. Effective date of promotion, transfer, termination, or change: <u>04/14/2021</u>	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Transfer of incumbent to a different department

2. Is it possible to fill this position internally? If no, why not? entry level

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:
Graduation from a standard high school or G.E.D possession. 1 year office experience, knowledge & experience w/legal practices & legal descriptions. Basic knowledge of Kansas Statutes relating to Deeds Management.

Additional comments:

Approval by:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

Date:

Angela Manges
Craig A. White
4-12-21
4/12/21

TYPE OF REQUEST

(Check one box and follow instructions in box – attach new job description if applicable)

1. Why is it necessary to fill this position or change its status? Promotion of incumbent
2. Is it possible to fill this position internally? If no, why not? entry level

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills: Graduation from a standard high school or G.E.D possession. 1 year office experience, knowledge & experience w/legal practices & legal descriptions. Basic knowledge of Kansas Statutes relating to Deeds Management.

Additional comments:

Approval by:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

If the approved request affects current and future budget figures, a copy will go to Payroll and Budget & Finance



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 19, 2021
SUBJECT: EMS/Ambulance Staff Update
PRESENTER: David Adams, EMS/Ambulance Director

Operations

Calls for service

March- 403

North County- 21

I continue to work as part of the Command Staff of the EOC.

The ultraviolet lights have been installed in most of our ambulances, this should wrap up soon.

Conducted a 'prebuild' meeting with representatives of Osage ambulance. Would expect to receive a final spec sheet by the end of the month with construction starting hopefully in May.

Working on operations plans as crews will be on standby during the commencement ceremonies at Bill Snyder Family Stadium as well as the Big 12 Track and Field Championships.

Hiring process is underway.

I'm enrolled in the NaCo Leadership Academy and am excited to get started!

Education

Four staff participated in a week long 'Field Training Evaluation Program' class that was held here in Manhattan.

Hosting our first EMT students in over a year.

Conducted our first in house CPR class utilizing a new format, we are excited about this program.

Community Outreach:

EMS staff are still assisting in the monitoring room at the vaccination clinics at Pottorf Hall as well as at the Rec. Center on Campus in conjunction with K State's Mass Vaccination Clinics.

We have participated in a few small community events, this is the slow period for us in Community Outreach.

Enclosures:

- March 2021 EOM Ops Report (PDF)

Runs by Responding Unit

Response EMS Unit Call Sign (eResponse.14)	Number of Runs	Percent of Total Runs
MED11	140	34.74
MED21	116	28.78
MED31	89	22.08
MED41	49	12.16
MED13	4	0.99
MED12	4	0.99
MED10	1	0.25
Total: 403		Total: 100.00

Runs By Day of Week

12.a

Incident Day Of Week Number And Name	Number of Runs	percent of total
01 - Sunday	55	13.65%
02 - Monday	67	16.63%
03 - Tuesday	61	15.14%
04 - Wednesday	66	16.38%
05 - Thursday	48	11.91%
06 - Friday	45	11.17%
07 - Saturday	61	15.14%
Total: 403		Total: 100.00%

Attachment: March 2021 EOM Ops Report (10721 : EMS/Ambulance Staff Update)

Runs by Hour of Day

12.a

Incident Hour Range Of Day 24	Number of Runs	Percent of Total Runs
00:00:00 - 00:59:59	8	1.99%
01:00:00 - 01:59:59	20	4.96%
02:00:00 - 02:59:59	9	2.23%
03:00:00 - 03:59:59	15	3.72%
04:00:00 - 04:59:59	8	1.99%
05:00:00 - 05:59:59	8	1.99%
06:00:00 - 06:59:59	8	1.99%
07:00:00 - 07:59:59	13	3.23%
08:00:00 - 08:59:59	9	2.23%
09:00:00 - 09:59:59	18	4.47%
10:00:00 - 10:59:59	20	4.96%
11:00:00 - 11:59:59	28	6.95%
12:00:00 - 12:59:59	17	4.22%
13:00:00 - 13:59:59	27	6.70%
14:00:00 - 14:59:59	23	5.71%
15:00:00 - 15:59:59	25	6.20%
16:00:00 - 16:59:59	25	6.20%
17:00:00 - 17:59:59	26	6.45%
18:00:00 - 18:59:59	19	4.71%
19:00:00 - 19:59:59	17	4.22%
20:00:00 - 20:59:59	16	3.97%
21:00:00 - 21:59:59	21	5.21%
22:00:00 - 22:59:59	12	2.98%
23:00:00 - 23:59:59	11	2.73%
Total: 403		Total: 100.00%

Report Criteria

Incident Month Name - Year: Is In March 2021

Attachment: March 2021 EOM Ops Report (10721 : EMS/Ambulance Staff Update)



COUNTY CLERK & ELECTIONS
Boards

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

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Administrative Assistant II
MEETING: April 19, 2021
SUBJECT: Law Board appointments
PRESENTER: County Commissioners

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:

- commission questions for appointment (DOCX)
- Advisory Board Members Interview Questions (PDF)
- advisory board procedures (PDF)

John Ford:

1. What is your prior experience/background with Law Enforcement?
2. What do you see as your biggest strengths in helping RCPD and the Law Board if you have the opportunity to serve?
3. What other boards/committees and community engagement experience do you have?
4. What priorities/ideas would you have for both RCPD and the Law Board if you are given the opportunity to serve?
5. What made you decide to get involved to be willing to serve on the RCPD Law Board?

Greg McKinley:

From the list:

Section 1 Character – questions 2 and 3

2. Why should you get involved with our organization?
3. Given what you know about us, what is the most important thing we do for the community?

Section 2 Competencies – questions 1, 4, 5, and 8

1. Tell me a little about your board experience
4. In your opinion, what are the core responsibilities of board members?
5. What do you hope to bring to our board, in terms of your personal skills and abilities?
8. What is your experience with financial and legal documents and issues?

Kathryn Focke:**Character:**

1. Why do you want to serve on this board?
2. What qualifications do you have that will help you on this board?
3. What are your expectations of yourself and other board members in serving on this board?
4. What personal characteristics or values do you think board members need to possess?

Competencies:

1. Have you served on other advisory boards? If so, which ones? Do you feel you were effective on those boards? Which did you enjoy the most?
2. How would you describe your strengths and weaknesses in working with others?
3. What personal skills or abilities do you have that would be helpful in serving on this board?
4. What is your profession?
5. How will your work and/or personal experiences help you in serving on this board?
6. Do you foresee any conflict of interest in serving on this board?

Connections:

1. What local, state or national organizations do you belong to that could affect your decisions on this board?
2. How can you help our organization make connections and build relationships in the community?
3. Do you plan to seek public office in the near future?



Advisory Board Members: Interview Questions

Sample Interview Questions for Board Candidates

These questions represent the substance of the conversation you should have with any prospective candidate. Though the questions may change in form from person to person, by the end of the conversation you want to have a good handle on the person's character, competence, and connections.

Character:

1. What excites you about our organization? What are you passionate about?
2. Why should you get involved with our organization?
3. Given what you know about us, what is the most important thing we do for the community?
4. What values or personal characteristics do you think board members must possess?
5. What do you expect from fellow board members when you serve on a board?

Competencies:

1. Tell me a little about your board experience.
2. How have you been effective on the boards where you served?
3. What would others who served with you describe as your strengths?
4. In your opinion, what are the core responsibilities of board members?
5. What do you hope to bring to our board, in terms of your personal skills and abilities?
6. In the board room, how do you interact with a difficult personality or deal with differences of opinion?
7. What do you need to know about an issue in order to make an informed decision?
8. What is your experience with financial and legal documents and issues?
9. How do you know when the board has made a good decision?

Connections:

1. How do you imagine helping our organization in the community?
2. Where do you think our organization should make connections that would help strengthen its reputation and mission delivery? Its programs? Its fundraising?
3. Where do you think you could help our organization make those connections and build relationships?
4. Would you be willing to take an active role in making connections, building relationships, and assisting with fundraising?

These are suggested interview questions developed by James Mueller & Associates. For more information, please visit www.jmuellerassociates.com.

Advisory Board Procedures

**Check Board Book regularly for expiring terms*

**Most terms will expire on December 31st*

1. Make a list of all terms expiring and from which Board beginning the first of October.
2. Make an advertisement for the Manhattan Mercury, Riley Countian, and Free Press as to which boards have open volunteer positions. Publish the first of November for two consecutive weeks. Publish on the Riley County website – front page and county commission advisory board page.
3. Send out re-appointment letters and interest forms to those whose terms are expiring and eligible for re-appointment with a self-addressed stamped return envelope the first of November.
U:Winword/Boards/Reappoint
4. The department head or contact person for each advisory board should contact each applicant to assess their interest in serving. The department head or contact person should make recommendations to the BOCC on appointments. The Clerk's office needs the recommendations by the 15th of November. **The county commission will recommend the Law Board appointments.**
5. Once interest forms come in, make a list as to who wishes to be re-appointed, who doesn't, and who's not eligible to serve again.
6. Make a list of applications/interest forms and recommendations (who recommended them) and which board they are applying for. **Send questions out to those that submitted an application for the Law Board position after receiving application and/or interest form.**
7. Schedule Commission Agenda Report with Board of County Commissioners for appointments to these Boards by the first of December. **Schedule interviews/presentations with the Board of County Commissioners for the applicants for Law Board (county resident position) once questions are returned.**
8. Once appointments are made, send out appointment confirmation letters to those individuals. Make 2 copies of this letter – one to the department in charge or contact person, and one for the file under "Boards".
9. Update Advisory Board list in Access and print for the Advisory Books 1) Board of County Commissioners' book in the small room off of Chambers, and 2) Administrative Assistant II's book. One copy to Clancy Holeman, Counselor.
10. Send a copy to the City Clerk's Office, 1101 Poyntz.
11. Update the website.
12. *Send *all* letters on Commissioner's letterhead.

Attachment: advisory board procedures (10719 : Law Board Appointment for County Resident)



COUNTY CLERK & ELECTIONS
Staff Update

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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Legal Assistant

MEETING: April 19, 2021

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- Final Commission List 04.19.2021 (DOC)

PENDING COUNTY PROJECTS ▪ April 19, 2021
Submitted by Clancy Holeman, Riley County Counselor
Changes from previous meetings are shown in italics.

NOTE: The below is not intended to be a comprehensive list of all “pending” departmental projects underway. Instead, it represents an ongoing snapshot of the current status of selected pending projects which have either consumed significant staff time; involve county issues of widespread significance, or which have been added to this list by the BOCC.

COMMISSION LIST

Matters Reviewed Since Last Project List Submitted:

1. Finalize draft of Fairmont Heights Sewer Benefit District Service Agreement and provide to City of Manhattan staff for review. Receive returned Agreement from City. Solicit and receive input from staff working group. Schedule county working group meeting for Friday, July 6, 2018.
2. Relay potential claim information to liability insurer.
3. Email and phone exchange with outside consulting engineer to finalize Engineering Agreement with Riley County for Fairmont Heights Sewer Benefit District; Draft CAR for final version and arrange for consulting engineer to provide originals for signature by BOCC July 5th.
4. Respond to working group inquiry about potential signage on private road. Review staff working group responses on same issue.
5. Update draft indemnity agreement for 2018 County Fair and transmit to Extension Director for review and further update. Communicate with Extension Director, then insurance company representative, for revision of certificate of insurance to provide coverage on appropriate dates. Provide agreement to Extension for circulation and signatures.
6. “Dark Store” Commercial Real Property Appraisal Theory: A local working group composed of two members of our state legislative delegation and staff from Riley County, the City of Manhattan and Pottawatomie County is scheduled to meet initially July 11, 2018. The goal is to develop legislation to address this “hypothetical” appraisal theory which, on commercial properties, represents potentially huge reductions in the property tax base for local governmental entities, a resulting shift of that tax liability to residential properties, along with local government exposure to refunds with interest from the counties’ general funds.

Staff and Departmental Meetings Attended Since Last Project List Submitted:

1. Discussion of Health Department electronic medical records and potential transition to vendor selected by consortium of regional health departments. Initial conversation on multiple issues. Staff discussion scheduled for Friday, July 6th, 2018.
2. Review Agenda items for BOCC public meeting of July 5, 2018.
3. Public Works--Carson Mobile Home Park Sewer Benefit District—sewer system improvement KDHE loan application. Met with Public Works and Budget and Finance on April 26, 2018. Conference call made to KDHE. I will provide draft of revised KDHE form contract and cover letter to Public Works week of May 7, 2018. Public Works submitted on May 10, 2018 its proposed changes to the KDHE form contract.
4. Emergency Management—Fort Riley meeting on development of tower site lease agreement held April 25, 2018. Fort will develop memorandum for Bank confirming the Fort supports this project “in principle.” All other details will remain to be worked out. Our joint theory is this memo will help financing institution go forward with closing on the loan for the entire project, even if the tower lease

with Fort Riley cannot be executed before that closing—because of the need for Corps. of Engineers’ development of a lease agreement for the use of Fort Riley’s radio tower site. Significant time expended during week of May 7, 2018 in order to finalize concepts for our tower lease agreements, including 1½ hour telephone conference May 9, 2018, with bond counsel, lawyer for financing institution and Fire Chief. Final proposed tower lease agreements were distributed.

Valleywood ROW Obstructions: Letter mailed giving the party placing obstructions in the township road ROW 15 days to remove or it will be removed by County Engineer, pursuant to statute. Deadline for removal of obstructions close of business, May 3, 2018.

Firing Range: Response due from landowner by May 10, 2018. Contacted by different counsel for landowner. Toured range with counsel for land owner.

Countywide Emergency Radio Communications System Upgrade: Established contact with federal legislative delegation members—requesting information on any available federal funding to help defray portion of total project cost—since NBAF labs and associated facilities will benefit from interoperability of improved emergency radio communications ability.

BOCC v. Archer: On April 4, 2018 District Court denied Archer’s motion to sanction me for alleged misconduct, at the close of his evidence over two days. The District did so when we made a motion for judgment as a matter of law, based upon our theory we had no reason to provide evidence, given the nature of Defendant’s evidence. We have provided a Supreme Court Rule 170 demand that Defendant’s counsel sign our journal entry or it will be submitted to the Court for consideration. Defendant’s Supreme Court Rule deadline to provide us with any objections to that journal entry was close of business, Thursday, April 26, 2018. When no response was received by opposing counsel, our journal entry was submitted to the Court pursuant to the foregoing Supreme Court Rule, un-signed by Defendant’s counsel. It was approved and signed by the Judge. That final journal entry has now been filed in the case.

Household Hazardous Waste: I provided the BOCC for signature Monday, December 12th the resolution necessary to add Marion County as a member of the Regional HHW Program. The Board signed that document. Director Dennis Peterson will offer that resolution as a template to the other 10 current members of the Program. Each one of them is required to pass a similar resolution in order to allow Marion County membership. Once all those resolutions are passed, the most recent version of the underlying interlocal agreement must be submitted to the Attorney General for review and approval. I’ve discussed with Dennis the fact that we will need to have each signing county provide proof of their resolution adoption and publication before submitting the interlocal agreement to the Attorney General. That office no longer has copies in its files of the original interlocal agreement this current agreement amends. That’s because they were disposed of according to the Attorney General’s record retention schedule. Weeks of April 3, 10, 2017: Drafting cover letter to A.G. to accompany documents from various counties showing interlocal ready for approval. I anticipate completing this cover letter and transmitting the agreements for review in July, 2018.



COUNTY APPRAISER'S OFFICE
Personnel

Greg McHenry
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

COMMISSION AGENDA REPORT

FROM: Greg McHenry, County Appraiser
MEETING: April 19, 2021
SUBJECT: Request to refill Appraiser I position
PRESENTER: Greg McHenry, County Appraiser

BACKGROUND

The Personal Property Appraiser I position has become open. This position is crucial to the work of our personal property department and to the customer service functions of our office. If we don't refill the position we'll be shorthanded at our front desk for customer service work, and mobile home valuation. To avoid that we'd need to refill the position as soon as possible.

DISCUSSION

This position is a crucial position within the personal property department. I'm requesting permission to refill the position as soon as possible.

FISCAL IMPACT

This position has been in place for several years and is in the Appraiser's Office budget. No additional funds would be necessary.

RECOMMENDATION(S)

My recommendation is to refill the position at the earliest opportunity.

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:

- 2021-04 Appraiser I-Personal Property (gold) (PDF)

Department Appraiser Date 04/13/2021 Job Title Appraiser I - Personal Property

☒ Full Time	☒ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>40</u>	F <u>Week</u>	Start Date <u>ASAP</u>	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	Hours per <u>Week</u>	☐ Month	End Date	☐ Exempt

TYPE OF REQUEST

(Check one box and follow instructions in box - attach new job description if applicable)

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: Sydney Owings	2. Effective date of promotion, transfer, termination, or change: 04/19/2021	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold"? ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Incumbent promotion

2. Is it possible to fill this position internally? If no, why not? Entry level

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:

Graduation from a standard high school or G.E.D. possession. Completion of Intro to Personal Property Dept Course 220011, Personal Property/Motor Vehicle Valuation Dept Course 820133, Personal Property/Motor Vehicle MSRP Dept Course 820134, KS Property Tax Law Dept Course 698000, & Orion Course 110111.

Additional comments: One to three years office experience. Experience with working with public.

Date:

Approval by:

Department Head: William

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

**RILEY COUNTY LAW ENFORCEMENT AGENCY
LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Ave.
Manhattan, KS
April 19, 2021 12:00 p.m.
Agenda**

I. ESTABLISH QUORUM- Chairperson Morse

II. PLEDGE OF ALLEGIANCE- Director Butler

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 3-9 | A. Approve March 15, 2021 Law Board Meeting Minutes |
| Pages 10-22 | B. Approve 2021 Expenditures/Credits |
| Page 23 | C. Juvenile Transport Reimbursement |
| Pages 24-27 | D. RCPD Related County Expenditures- <i>(Review)</i> |
| Page 28 | E. Riley County Jail Average Daily Inmate Population- <i>(Review)</i> |
| | F. Reports- <i>(Review)</i> |
| | 1. Monthly |
| Pages 29-44 | a) Monthly Crime Report |
| | 2. Annual |
| Pages 45-56 | a) Use of Force Annual Report (1.3.13)- Director Butler |

IV. GENERAL AGENDA

- | | |
|--------------|--|
| | G. Additions or Deletions |
| | H. Public Comment |
| | I. Fraternal Order of Police Lodge #17 Comments |
| | J. Board Member Comments |
| Page 57 | K. National Correctional Officers' Week Proclamation- Chairperson Morse |
| Page 58 | L. National Police Week Proclamation- Chairperson Morse |
| | M. 30 th CALEA Re-Accreditation Anniversary- Director Butler- <i>(Discussion)</i> |
| | N. Promotion Assessment Center- Director Butler- <i>(Discussion)</i> |
| | O. RCPD Firearms Range Planning Update- Captain Jager- <i>(Discussion)</i> |
| Pages 59-74 | P. Jail Services Agreement/TurnKey Corrections - Director Butler- <i>(Vote Required)</i> |
| Pages 75-76 | Q. Project Safe Cam- Director Butler & Captain Steere- <i>(Discussion)</i> |
| Pages 77-154 | R. 2022 Budget Development- Director Butler, Command Staff & Board- <i>(Discussion)</i> |
| | S. Executive Session- <i>(Vote Required)</i> |
| | 1. Non-Elected Personnel Matters |
| | 2. Attorney Client Privilege |
| | T. Affirmation or Revocation of Discipline- <i>(Vote Required)</i> |
| | U. Adjournment |

Continued on reverse side

Attachment: 04-19-21 law board packet (9884 : Law Board Meeting Agenda)

Note: 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/about-us/law-board-0>. Due to precautions associated with the COVID-19 pandemic, seating for the public in the City Commission Meeting Room is limited to only 29. The public will use the north and southeast doors to enter the building. The Riley County Police Department will provide face masks to those attending the meeting in-person. The wearing of a mask is mandatory.

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 Nichole Glessner at (785) 537-2112, ext. 2468, for assistance.

Riley County Law Enforcement Agency Meetings are televised live on Cox Cable Channel 3, live-streamed on Facebook at <https://www.facebook.com/RileyCountyPD> and may be viewed on the City of Manhattan website at <http://cityofmhk.com/tv>. A recording will be made available on the City's website after the meeting.

Thank you for your understanding during this challenging time.



Riley County Law Enforcement Agency
Law Board Meeting

Monday, April 19, 2021
12:00 p.m.

City Commission Chambers
1101 Poyntz Avenue
Manhattan, Kansas

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

RILEY COUNTY POLICE DEPARTMENT MONTHLY BUDGET STATUS REPORT

March 31, 2021	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	13,401,286.38	1,059,187.95	3,239,503.27	24.17%	3,161,903.51	10,161,783.11	75.83%
02 Salaries-Part Time	125,000.00	11,378.80	31,033.95	24.83%	27,049.59	93,966.05	75.17%
03 Salaries-Overtime	471,762.00	35,277.23	100,830.96	21.37%	114,081.97	370,931.04	78.63%
TOTAL SALARIES	13,998,048.38	1,105,843.98	3,371,368.18	24.08%	3,303,035.07	10,626,680.20	75.92%
36 Kansas Police & Fire	1,864,647.00	147,056.81	441,065.24	23.65%	418,150.84	1,423,581.76	76.35%
37 KPERS	564,141.00	43,206.04	130,860.16	23.20%	128,381.30	433,280.84	76.80%
38 Social Security	559,569.00	42,681.47	128,002.42	22.88%	127,037.12	431,566.58	77.12%
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	300,000.00	12,842.66	78,583.02	26.19%	71,060.52	221,416.98	73.81%
41 Unemployment Compensation	13,998.00	1,059.66	3,230.50	23.08%	3,166.33	10,767.50	76.92%
TOTAL EMPLOYEE BENEFITS	4,839,505.00	366,846.64	1,141,741.34	23.59%	1,107,796.11	3,697,763.66	76.41%
TOTAL PERSONNEL COSTS	18,837,553.38	1,472,690.62	4,513,109.52	23.96%	4,410,831.18	14,324,443.86	76.04%
04 Utilities	205,000.00	15,862.56	15,862.56	7.74%	14,013.04	189,137.44	92.26%
05 Insurance	267,000.00	0.00	401,607.00	150.41%	364,849.00	-134,607.00	-50.41%
06 Legal & Accounting	85,000.00	4,973.54	13,256.08	15.60%	19,798.79	71,743.92	84.40%
07 Training & Travel	90,000.00	4,800.10	15,677.35	17.42%	27,648.98	74,322.65	82.58%
08 Postage	7,400.00	104.20	129.91	1.76%	1,151.80	7,270.09	98.24%
09 Printing	7,500.00	464.82	464.82	6.20%	137.00	7,035.18	93.80%
10 Rentals-Maint Agreements	60,000.00	5,598.42	6,383.27	10.64%	6,399.33	53,616.73	89.36%
11 Building & Grounds	30,000.00	1,104.31	1,303.30	4.34%	7,747.32	28,696.70	95.66%
12 Equipment Repair & Maintenance	85,000.00	2,082.31	37,307.39	43.89%	15,745.70	47,692.61	56.11%
13 Vehicle Maintenance	90,000.00	7,935.26	11,182.80	12.43%	8,701.93	78,817.20	87.57%
14 Telephone Service	62,000.00	8,528.16	10,481.09	16.90%	9,518.79	51,518.91	83.10%
16 Medical Fees	15,000.00	1,370.00	1,735.00	11.57%	4,594.00	13,265.00	88.43%
19 Contractual Services-Computers	690,000.00	10,027.47	48,647.40	7.05%	66,610.84	641,352.60	92.95%
20 Other Contractual Services	314,000.00	51,052.88	113,438.44	36.13%	62,354.65	200,561.56	63.87%
TOTAL CONTRACTUAL SERVICES	2,007,900.00	113,904.03	677,476.41	33.74%	609,271.17	1,330,423.59	66.26%
17 Prisoner Food & Care	195,000.00	13,152.72	29,678.84	15.22%	30,763.78	165,321.16	84.78%
21 Community Services	17,500.00	0.00	0.00	0.00%	3,969.21	17,500.00	100.00%
22 Books, Subscriptions, Memberships	10,000.00	849.22	2,581.08	25.81%	3,244.03	7,418.92	74.19%
23 Uniforms & Accessories	40,000.00	1,756.08	4,123.25	10.31%	3,107.84	35,876.75	89.69%
25 Maintenance Supplies	29,500.00	317.02	2,508.43	8.50%	2,516.01	26,991.57	91.50%
26 Fuel & Lubrication	163,000.00	10,785.06	12,685.70	7.78%	28,376.22	150,314.30	92.22%
27 Vehicle Tires	17,000.00	1,249.54	1,249.54	7.35%	1,208.40	15,750.46	92.65%
28 Office Supplies	24,000.00	4,216.58	7,251.20	30.21%	4,194.70	16,748.80	69.79%
29 Replenishment Supplies	45,000.00	20,996.18	23,430.94	52.07%	12,582.55	21,569.06	47.93%
TOTAL COMMODITIES	541,000.00	53,322.40	83,508.98	15.44%	89,962.74	457,491.02	84.56%
30 Communications Equipment	10,000.00	0.00	296.24	2.96%	128,978.86	9,703.76	97.04%
31 Guns & Crime Equipment	60,000.00	10,144.24	27,513.39	45.86%	0.00	32,486.61	54.14%
32 Furniture	15,000.00	284.00	893.97	5.96%	1,492.67	14,106.03	94.04%
33 Office Equipment	452,000.00	44,917.19	45,361.11	10.04%	2,144.26	406,638.89	89.96%
34 Vehicles and Equipment	270,000.00	0.00	0.00	0.00%	5,494.88	270,000.00	100.00%
TOTAL CAPITAL OUTLAY	807,000.00	55,345.43	74,064.71	9.18%	138,110.67	732,935.29	90.82%
TOTAL NON-PERSONNEL COSTS	3,355,900.00	222,571.86	835,050.10	24.88%	837,344.58	2,520,849.90	75.12%
TOTAL EXPENDITURES	22,193,453.38	1,695,262.48	5,348,159.62	24.10%	5,248,175.76	16,845,293.76	75.90%

Attachment: 04-19-21 law board packet (9884 : Law Board Meeting Agenda)

**RILEY COUNTY LAW ENFORCEMENT AGENCY
LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Avenue
Manhattan, KS
March 15, 2021 12:00 p.m.
Minutes**

Members Present: Kathryn Focke John Ford
Patricia Hudgins (Virtual) Linda Morse
BeEtta Stoney Barry Wilkerson
Robert Ward

Absent:

Staff Present: Director Dennis Butler Assistant Director Kurt Moldrup
Captain Erin Freidline Captain Josh Kyle
Captain Greg Steere Captain Derek Woods

Recorder: Executive Assistant Nichole Glessner, Riley County Police Department
(RCPD)

I. Establish Quorum: By Chairperson Morse at 12:00 a.m.

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

III. Consent Agenda:

- A. Approve February 16, 2021 Law Board Meeting Minutes
- B. Approve 2020 & 2021 Expenditures/Credits
- C. Juvenile Transport Reimbursement
- D. RCPD Related County Expenditures (*Review*)
- E. Riley County Jail Average Daily Inmate Population- (*Review*)
- F. Reports- (*Review*)
 - 1. Monthly
 - a) Monthly Crime Report

Vice Chairperson Ward moved to approve the Consent Agenda as presented. Member Ford seconded the motion.

Member Stoney commented on 2020 and 2021 list of expenditures. She noted that the RCPD uses multiple vendors for vehicle repair/maintenance. She wished to know if there is a reason the Department uses different vendors for what appears to be the same or similar service.

Director Butler responded that the RCPD has vehicles of different makes/models serviced at certain dealerships for warranty work. Vehicles that require routine oil changes or basic maintenance are taken to

other locations. He explained that the type of vehicle and service that is needed dictates where it will be taken for repair/maintenance.

Chairperson Morse discussed the Monthly Inmate Population Report. She noted that the average inmate population for the month of February was 67.1; similar to that of January and in keeping with the average inmate population for the same period last year.

Chairperson Morse pointed out for the listening public that the Part 1 Violent Crimes (murder and nonnegligent manslaughter, rape, robbery, and aggravated assault) for February 2021 was 10.3% lower than the five-year average. There was one robbery reported and fourteen vehicle burglaries reported for the month which is in line with previous years. Morse addressed the spike in vehicle accident related deaths nationwide which is of concern since there are fewer vehicles on the road. That said, the number of traffic accidents in February 2021 for Manhattan and Riley County was 17.5% below the five-year average.

Chairperson Morse polled the Board and the motion passed with Focke, Ford, Hudgins, Morse, Stoney, Ward and Wilkerson voting in favor, and no one voting against. The motion passed 7-0.

G. Additions or Deletions: None.

H. Public Comment: Dennis Cook, Executive Director, Aggieville Business Association, expressed his appreciation to the men and women of the RCPD and Sergeant Dustin Weiszbrod for the assistance provided during the 43rd Annual St. Patrick's Day Parade and Race. He stated that there is a difference between simply facilitating something and partnering with the ABA to ensure a safe, successful event.

Chairperson Morse asked Assistant Director Moldrup to comment on the St. Patrick's Day events that occurred outside of the Aggieville area.

Assistant Director Moldrup stated that it was a busy weekend, as expected. Fortunately, the weather helped reduce the number of house parties in the area. He briefed the Law Board on the large party that took place in the 1000 block of Ratone Street. The Riley County Police Department worked early with the hosts of parties that took place in the neighborhoods surrounding Aggieville. Officers were asked by the hosts of the party on Ratone Street to assist with getting people to leave the property because the crowd had grown beyond what was anticipated. Officers contacted attendees, but each time the officers returned the party grew larger. Eventually, the crowd became such that the officers had to pull back a bit. Moldrup commented that the crowd became a little aggressive towards the officers and bottles were thrown. Prior to the event, the Department sought assistance from the Pottawatomie County Sheriff Office, Wamego Police Department, St. Marys Police Department and Kansas Highway Patrol. It was his belief that the RCPD officers, with assistance from other agencies, handled the situation very well.

I. Fraternal Order of Police Lodge#17 Comments: Rachel Pate, President, Fraternal Order of Police (FOP) Lodge #17, stated that the Lodge recently established a Facebook page (@rileycountyfoplodge17) for the public to view. She stated that on March 26, 2021 members of the FOP Lodge #17 will be at Walmart from 10:00 a.m. to 6:00 p.m. for the Cover the Cruiser event, a fundraiser to benefit the Special Olympics Kansas. In addition, they will be participating in the Polar Plunge on

Saturday, April 10, 2021 at the Bill Snyder Family Stadium which will also benefit the Special Olympics Kansas.

Pate spoke on behalf of the RCPD workforce and thanked the Law Board for their continued support of the police department and community over the past year. Historically, the RCPD has been competitive in its hiring process and employee benefits. She asked that the Law Board consider the employees and those benefits during upcoming budget discussions.

J. Board Member Comments: None.

K. Promotion Announcement Captain Brad Jager: Director Butler and Assistant Director Moldrup announced the promotion of Brad Jager to the position of Captain.

Brad Jager has served the Riley County Police Department and the citizens of Manhattan and Riley County since February of 2004 and has had a very productive and active career. Brad started his career in the Patrol Division where he was eventually recognized for his exemplary performance being designated as a Master Police Officer and a Police Training Officer (PTO) training new police recruits. In 2008, Brad was selected to be a case detective in the Investigations Division. He was later assigned to the Special Investigations Unit or SIU. In December of 2010, Brad was promoted to the rank of Sergeant and took over supervision of the SIU where he managed drug related investigations and search warrants. In 2013, Brad was transferred back to the Patrol Division where he worked as a shift supervisor until his promotion to the rank of Lieutenant in October of 2017. This promotion took him to his new assignment as the Training Lieutenant. In this position, Brad quickly established himself as an effective trainer and was responsible for coordinating and delivering much of the Department's training to both sworn and non-sworn employees until his recent promotion to the rank of Captain.

As a new Captain, Brad will take command of the Support Division where he will supervise the Records Section, Communications Center and Information Technology (IT) services. It should be noted that as a Lieutenant in the Training Section, Brad was the Project Manager for the construction of the new RCPD Firing Range and he will continue to see it through completion in his new position.

Captain Jager was pinned by his wife Pam and his Father Rodney Jager (a retired RCPD lieutenant). In attendance were his 3 daughters, Harper, Adalyn and Haisley.

Captain Jager took a moment to thank his family for all of the support they provided him throughout his career. He said that he looks forward to contributing to the success of the agency in his new role.

L. Life Saving Award Presented to Officer Joseph Lusk: Director Butler and Assistant Director Moldrup presented the Life Saving award to Officer Joseph Lusk in recognition of his efforts while providing critical lifesaving assistance to a man in cardiac distress.

On November 12, 2020, Officer Joseph Lusk was dispatched to the report of an unresponsive man who was not breathing and appeared to be in cardiac arrest. Officer Lusk responded quickly and upon arrival he observed the man unconscious and non-responsive with his wife nearby. Officer Lusk confirmed that the man was not breathing and did not have a pulse. Officer Lusk quickly and calmly began to perform CPR and continued to do so for several minutes until relieved by Fire and EMS personnel when they arrived on

scene. While Fire and EMS were performing CPR, a pulse was detected and the man began to breath on his own.

Following the incident, EMS staff on scene credited the quick response and initiation of CPR by Officer Lusk in saving this man's life. They commented that a few minutes, or even seconds, can make the difference between life and death in a critical medical emergency.

It is clear that Officer Lusk's actions contributed significantly to the saving of this man's life. On behalf of the citizens of Manhattan and Riley County Director Butler presented the Life Saving Award to Police Officer Joseph Lusk.

M. National Public Safety Telecommunications Week Proclamation: Chairperson Morse read the National Public Safety Telecommunications Week Proclamation proclaiming that all citizens of Manhattan and Riley County observe the week of April 11th through April 17th, 2021 as National Telecommunications Week, in honor of the men and women whose diligence and professionalism keep the city, county and citizens safe. Communication Center Manager Tyler Siefkes accepted the proclamation on behalf of the Department.

Communication Center Manager Siefkes thanked the Law Board for reading the proclamation and honoring telecommunicators of the RCPD and throughout the nation. Presently, the RCPD has twenty-two dedicated professionals as part of the dispatch center. They work long hours and put in a lot of time and effort into their profession. The dispatchers at the RCPD have gone through substantial change in the past year with the radio system upgrade and changes in technology to the 911 services, specifically with respect to 911 mapping. Throughout it all, the dispatchers have remained steadfast in their service to the public and citizens of Manhattan and Riley County. Their work is very much appreciated.

N. Annual RCPD Employee Appreciation Reception: Historically, the RCPD has held an Annual Employee Appreciation Reception in the month of January or February. Due to COVID-19 and restrictions on group gatherings, the RCPD was unable to hold a reception during those two months this year. Director Butler informed the Law Board that the RCPD is planning to hold an in-person reception either late April or May so that it may be held outdoors, if needed. Members of the Law Board are invited to the reception. He stated that with the pandemic, members of the Board are not obligated to attend, but they are always provided a courtesy invitation. Everyone would love to see them there. The date of the reception has yet to be determined and it will look a little different than it has in the past. Director Butler added that the two major categories of awards to be presented include "Of the Year" and "Core Value" awards. Employees nominate fellow employees for these awards. Nominations are reviewed by the Department's Multipurpose Committee and their recommendations are forwarded to the director.

O. Community Advisory Board update: Tim Sigle, Chairperson, RCPD Community Advisory Board (CAB), shared that the CAB has undergone quite a transition with respect to membership. At the end of the year, a number of members terms expired and new members were appointed. He explained that K-State representation on the CAB has been difficult to maintain over the years and attendance has been unreliable. However, the CAB believes there is value in having a K-State student representative on the CAB. Early this year, two extremely qualified students were identified and the decision was made to appoint both to serve on the CAB. Sigle stated that it has been great to work with the Law Board and grow the CAB to help educate the public on what they are doing.

Chairperson Morse stated that when able, Vice Chairperson Ward has been attending the monthly meetings of the CAB as an observer. She attended the CAB meetings for a couple of years and found it beneficial. She felt it important that the CAB recognized the need to have student representatives as members. The students provide a different perspective and represent a large section of the community.

CAB Chairperson Sigle extended an invitation to members of the Law Board to attend future meetings of the CAB. The CAB meets on the first Tuesday of each month at 11:30 a.m. Meetings are currently held at the K-State Foundation Building, Fox Hole Board Room. If interested in attending, the Board may contact RCPD Executive Assistant Nichole Glessner.

P. RCPD Firearms Range Planning Update: Captain Kyle reported that with the exception of the fence that will be erected in the near future, the construction of the range is complete. Access to the range is designed such that there will be only one entry point through the range house. Those going into the range will first have to enter the range house, clear their weapon, receive instruction and safety briefs.

Captain Kyle thanked the County for their work removing the trailer and equipment waste station that was on the property adjacent to the range house. He added that the Department still plans to have a ribbon-cutting ceremony and open house for the public and members of the Law Board when restrictions related to the pandemic lessen and the weather is warmer.

Vice Chairperson Ward asked if the Department anticipates allowing other agencies to use the range for a rental fee.

Captain Kyle said that is not the intended purpose of the range. He commented that there are restrictive covenants associated with the property. He is working on a policy to establish restrictions and guidelines for use of the training site and facilities. The covenants state that all training on the site will be conducted under the supervision of Department personnel, utilizing its policies and procedures. In addition, the training site and facilities are intended primarily for the exclusive use of the Department. Joint training and special training events with other organizations may occur on the site as long as they comport with all covenants. He noted that it is not unusual for law enforcement agencies to work together to conduct joint training, and the policy would allow for that. Occasionally, larger organizations such as the Kansas Peace Officers Association, host events throughout the state that involve shooting competitions. Though rare, it is possible that Manhattan could be selected as the conference location which would require use of the range.

Q. Approval of General Order 2019-048 Obey Lawful Orders: Assistant Director Moldrup explained that General Order 2019-048 Obey Lawful Orders has been in place for some time. However, Command Staff recognized the need to clarify policy for employees and add language to address when an employee receives a conflicting order or directive from a superior.

Vice Chairperson Ward moved to approve General Order 2019-048 Obey Lawful Orders as presented. Secretary Wilkerson seconded the motion. Chairperson Morse polled the Board and the motion passed with Focke, Ford, Hudgins, Morse, Stoney, Ward and Wilkerson voting in favor, and no one voting against. The motion passed 7-0.

R. Approval of General Order 2020-159 Assault on Officer Review: The Commission on Accreditation for Law Enforcement Agencies (CALEA) completed an analysis and updated their Standards for Law Enforcement Agencies. The result was the CALEA Standards for Law Enforcement Agencies Manual, 6th Edition. The RCPD has been transitioning to the 6th edition standards manual by modifying and implementing new policies to remain compliant. The CALEA 6th Edition Standards Manual carried with it approximately sixty changes or new policies, this policy being one. Assistant Director Moldrup explained that this is a new policy that addresses the annual review of assaults on corrections, sworn officers and police service aides. He commented that the RCPD completes an Annual Use of Force (UOF) Report which covers the new written directive/change by CALEA. The RCPD will continue to include the information in their Annual UOF Report.

Vice Chairperson Ward moved to approve 2020-159 Assault on Officer Review as presented. Secretary Wilkerson seconded the motion. Chairperson Morse polled the Board and the motion passed with Focke, Ford, Hudgins, Morse, Stoney, Ward and Wilkerson voting in favor, and no one voting against. The motion passed 7-0.

S. 2022 Budget Development: Director Butler provided opening remarks regarding the RCPD 2022 budget proposal. He stated that this is one of the most significant topics that staff and the Law Board discuss each year. It is of great interest to the citizens, government, officers and members of the RCPD. Prior to delving into the nuts and bolts of the lengthy budget process, Director Butler took a few minutes to recite the mission statement and strategic goals of the RCPD. He commented on the Department's commitment to each of the strategic goals and to the community.

The Law Board were provided copies of the 2022 RCPD Budget Presentation as part of their packets. Members of Command Staff held a series of meetings to formulate the 2022 budget proposal. Staff reviewed Department needs for funding in 2022, examined each need, and narrowed the list to what they thought was of highest priority. They began with a list of fourteen budget considerations for 2022 and following discussion, seven priority items remained.

Members of Command Staff briefed the Board and provided justification for each of the items under consideration and discussed how they tie to the Department's strategic goals. Those items under consideration include a 1% Cost of Living Allowance (COLA), the conversion of a part-time to full-time finance/payroll technician (option B1) or addition of a full-time payroll technician (option B2), much needed increases to the training budget, the addition of one jail cook and one court security screener, and monies to address historic underfunding of Account 5 (Insurance).

A brief description of each item, to include the percent increase over the 2021 approved budget is depicted in the chart below.

		A	B (1)	B (2)	C	D	E	F		
\$22,193,453 2021 Approved Budget	2022 Base	COLA (1%)	PT to FT	FT Payroll Technician	Training	Cook	Court Security Screener	Insurance	Total Increase With B (1)	Total Increase With B (2)
\$ Change	\$195,166	\$155,905	\$46,511	\$61,511	\$18,000	\$37,469	\$44,804	\$53,000	\$550,855	\$565,855
% Change	0.88%	0.70%	0.21%	0.28%	0.08%	0.17%	0.20%	0.24%	2.48%	2.55%

Secretary Wilkerson commended the Director, Assistant Director and Command Staff on the thorough presentation.

T. Authorization to Convert Part-Time Finance Technician to Full-Time Payroll Technician (Related to Human Resources Reorganization: At the February 16, 2021 Law Board Meeting, a consensus was reached among the Law Board to allow the Director to proceed with the reorganization of the Human Resources and Accountant offices which would include the conversion of the part-time finance technician to a full-time payroll technician starting in 2021. The Director was asked to include the topic on the agenda for the regularly scheduled March Law Board Meeting for a formal vote.

Vice Chairperson Ward moved to authorize the conversion of the part-time finance technician to a full-time payroll technician. Member Stoney seconded the motion. Chairperson Morse polled the Board and the motion passed with Focke, Ford, Hudgins, Morse, Stoney, Ward and Wilkerson voting in favor, and no one voting against. The motion passed 7-0.

U. Executive Session: At 2:07 p.m. Member Ford moved to recess into Executive Session until 2:37 p.m. to discuss non-elected personnel matters and attorney client privilege. Vice Chairperson Ward seconded the motion. Chairperson Morse polled the Board and the motion passed with Focke, Ford, Hudgins, Morse, Stoney, Ward and Wilkerson voting in favor, and no one voting against. The motion passed 7-0.

At 2:39 p.m. the open meeting reconvened.

V. Adjournment: Secretary Wilkerson moved to adjourn the meeting. Vice Chairperson Ward seconded the motion. Chairperson Morse polled the Board and the motion passed with Focke, Ford, Hudgins, Morse, Stoney, Ward and Wilkerson voting in favor, and no one voting against. The motion passed 7-0. The March 15, 2021 Law Board Meeting adjourned at 2:39 p.m.

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES	APRIL 2021	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4001	ADP	20	payroll processing fees	4,969.63	
		20	payroll software fees	5,280.05	10,249.68
4002	Nationwide	06	notary renewal	50.00	50.00
4003	Alterations Unlimited	20	uniform alterations	1,515.50	1,515.50
4004	Arthur-Green Attorneys	06	retainer	2,750.00	
		06	retainer	2,750.00	5,500.00
4005	Assurance Partners	05	policy audit	3,111.00	
		05	Q1 medcor calls	900.00	4,011.00
4006	Baysinger Police Supply	31	guns & crime equipment	2,074.99	2,074.99
4007	B-4 Fire Extinguisher	20	extinguisher recharges	46.00	46.00
4008	Clark, Mize, & Linville	06	wc legal fees	91.00	
		06	wc legal fees	518.20	
		06	wc legal fees	182.00	791.20
4009	CovertTrack Group	19	annual subscription renewal	1,200.00	1,200.00
4010	Davis Moore Automotive	34	2021 dodge charger	28,566.00	
		34	2021 dodge durango	34,453.00	
		34	2021 dodge durango	34,453.00	
		34	2021 dodge durango	34,453.00	
		34	2021 dodge durango	34,453.00	
		34	mileage delivery cost	106.92	166,484.92
4011	Economy Carpentry/Painting	20	k-9 kennel	600.00	600.00
4012	Economy Electric	30	control box wiring - range	449.27	449.27
4013	EMC Risk Services	40	wc loss fund	5,454.51	
		40	Q1 adjuster svc fee	6,000.00	11,454.51
4014	Empower Flex	06	hsa/fsa admin fee	1,046.95	1,046.95

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES	APRIL 2021	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4015	Evco	17	inmate food	1,975.04	
		17	inmate food	2,365.98	
		17	inmate food	1,274.82	
		17	inmate food	1,291.08	
		17	inmate food	2,589.77	
		17	inmate food	93.76	9,590.45
4016	Flint Hills Auto	13	vehicle maintenance	363.22	363.22
4017	Law Office of M.Gillespie	06	retainer	1,500.00	1,500.00
4018	Grant Petroleum	26	fuel	11,927.04	
		26	fuel	13,337.43	25,264.47
4019	Growing Concerns	11	landscape maintenance	235.00	235.00
4020	Gary Grubbs	20	pre-employment background	450.00	450.00
4021	Harris Technologies	30	communications equipment	18,028.24	18,028.24
4022	Hiland Dairy	17	inmate food	140.31	
		17	inmate food	96.48	
		17	inmate food	96.57	
		17	inmate food	96.48	
		17	inmate food	96.57	
		17	inmate food	96.57	
		17	inmate food	96.48	
		17	inmate food	132.59	
		17	inmate food	96.57	
		17	inmate food	96.57	
		17	inmate food	132.59	1,177.78
4023	Hobart Service	12	warewasher repair	218.99	218.99
4024	Ka-Comm	34	new build	17,253.25	
		12	equipment certification	30.00	
		12	equipment certification	30.00	
		12	equipment repair/maintenance	760.90	
		12	equipment repair/maintenance	55.00	
		12	radios	1,034.40	
		12	monthly svc contract	613.50	19,777.05

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES	APRIL 2021	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4025	Kansas Gas Service	04	lec gas	3,091.68	
		04	garage gas	99.40	
		04	aggieville gas	76.78	
		04	credit for overpayment	-42.22	3,225.64
4026	Key Staffing	20	jail cook	166.08	166.08
4027	Konza Lab	16	employee screens	950.00	
		16	employee screens	550.00	
		16	pre-employment screens	105.00	1,605.00
4028	Laser Technology	31	guns & crime equipment	4,995.00	4,995.00
4029	Manhattan Wrecker	20	tow svcs	50.00	50.00
4030	Mathis Rehab Center	16	pre-employment physicals	1,625.00	1,625.00
4031	Kim (Hank) Nelson	20	pre-employment background	100.00	
		20	pre-employment background	3,000.00	3,100.00
4032	Olympic Uniforms	23	uniform accessories	50.00	50.00
4033	Parsons Communications	30	infrastructure installation - range	2,844.08	2,844.08
4034	Pawnee Mental Health	20	co-responder salaries	13,886.26	13,886.26
4035	Petty Cash	07	meeting meal reimbursement	10.35	
		07	parking fee	7.00	
		13	car title	10.00	
		07	training trip reimbursement	472.03	499.38
4036	Phillips 66	26	fuel	65.23	65.23
4037	Pitney Bowes Rsrve Acct	08	postage	1,000.00	1,000.00

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES	APRIL 2021	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4038	Pro Copy	10	copier fees	217.35	
		10	copier fees	387.35	
		10	copier fees	78.92	683.62
4039	Quaker State	26	oil change	42.00	
		26	oil change	37.00	
		26	oil change	42.00	
		26	oil change	42.00	
		26	oil change	42.00	
		26	oil change	42.00	
		26	oil change	42.00	
		26	oil change	42.00	
		26	oil change	42.00	
		26	oil change	37.00	
		26	oil change	32.00	442.00
4040	Rasmussen	12	equipment repair/maintenance	544.75	544.75
4041	Riley Co Public Works	26	fuel	443.55	
		26	fuel	315.89	
		26	fuel	320.20	
		26	fuel	325.54	
		26	fuel	363.26	
		26	fuel	423.54	
		26	fuel	437.39	
		26	fuel	438.67	
		26	fuel	351.82	3,419.86
4042	RCPD Health Plan	39	heath plan	120,000.00	120,000.00
4043	Robbins Motor	13	vehicle repair/maintenance	1,284.29	
		13	vehicle repair/maintenance	1,076.10	
		13	vehicle repair/maintenance	492.25	2,852.64
4044	Hali Rowland	20	pio consult fees	2,810.50	2,810.50
4045	St Thomas More	20	facility rental	1,000.00	1,000.00
4046	Secretary of State, KS	06	notary renewal	25.00	25.00

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES	APRIL 2021	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4047	SHI International	19	microsoft computer licensing	50,898.96	50,898.96
4048	Sir Speedy	09	office supplies/printing	647.62	
		09	printing svcs	25.50	
		09	printing svcs	226.36	899.48
4049	Waxie Sanitary Supply	25	cleaning supplies	750.70	
		25	cleaning supplies	380.08	
		25	cleaning supplies	33.58	1,164.36
4050	Sprint/Nextel	20	investigation fees	150.00	150.00
4051	Staples	28	office supplies	98.84	98.84
4052	Carla Swartz	20	pre-employment backgrounds	1,000.00	
		20	pre-employment backgrounds	2,500.00	
		20	pre-employment backgrounds	1,500.00	5,000.00
4053	Sysco	17	inmate food	255.68	
		17	inmate food	230.25	
		17	inmate food	1,542.39	
		17	inmate food	944.11	
		17	inmate food	361.37	3,333.80
4054	Tommy's Express	13	car washes	480.00	480.00
4055	US Foodservice	17	inmate food	839.27	
		17	inmate food	475.31	
		17	inmate food	173.76	
		17	inmate food	761.09	
		17	inmate food	505.19	
		17	inmate food	427.31	3,181.93
4056	Via Christi	16	employee physicals	1,668.00	
		16	legal collections	9.00	1,677.00
4057	Wage Works	06	cobra admin fee	168.49	168.49

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES	APRIL 2021	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4058	Evergy	04	lec electric	8,428.01	
		04	garage electric	46.57	
		04	aggieville electric	42.42	8,517.00
4059	Windham Weaponry	31	guns & crime equipment	1,182.00	1,182.00
4060	Xerox Corporation	10	copier fees	759.99	
		10	copier fees	649.98	
		10	copier fees	286.07	
		10	copier fees	635.42	2,331.46
4061	Xerox Financial Svcs	10	credit for overpayment	-1,000.00	
		10	copier lease	588.03	
		10	copier lease	602.28	190.31
			Subtotal	\$526,242.89	
4201	Adobe	19	monthly fee	16.33	16.33
4202	Allegiant Technology	30	computer supplies	144.62	
		30	computer supplies	267.15	
		14	monthly svc fees	1,330.32	1,742.09
4203	Amazon	28	office supplies	141.12	
		33	office supplies	158.16	
		28	office supplies	35.82	
		28	office supplies	32.86	
		28	computer supplies	156.09	524.05
4204	Apple	19	cloud storage	9.99	9.99
4205	AT&T	14	monthly phone svc	443.36	443.36
4206	Batteries ASAP	29	batteries	244.53	244.53
4207	Bimbo Bakeries	17	inmate food	118.58	
		17	inmate food	132.09	
		17	inmate food	161.56	
		17	inmate food	138.46	550.69

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES		APRIL 2021
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4208	Bluestem Electric	04	electric - range	340.91	
		04	electric - range	773.48	1,114.39
4209	Briggs	13	vehicle repair/maintenance	1,000.00	
		13	vehicle repair/maintenance	308.00	
		13	vehicle repair/maintenance	996.38	
		13	vehicle repair/maintenance	1,102.51	
		13	vehicle repair/maintenance	19.95	
		13	vehicle repair/maintenance	18.75	
		13	vehicle repair/maintenance	194.90	
		13	vehicle repair/maintenance	24.95	
		13	vehicle repair/maintenance	74.00	
		13	vehicle repair/maintenance	184.05	3,923.49
4210	Carrot-Top Industries	11	pow/mia flag	76.27	76.27
4211	Circle Valve Technologies	33	compressor	162.84	162.84
4212	City of Manhattan, Utilities	04	lec water	2,224.95	
		04	aggieville water	50.03	2,274.98
4213	Cooks Correctional	17	kitchen equipment	297.84	297.84
4214	Cox Communications	19	aggieville internet	84.57	
		19	jail cable	234.93	
		19	lec cable & internet	2,204.65	
		19	jttf internet	79.38	2,603.53
4215	Culligan	12	finance charge	5.00	
		12	equipment repair/maintenance	269.00	274.00
4216	Dara's Fast Lane	26	fuel - range	13.51	13.51
4217	Dicks Sporting Goods	07	training aids	57.98	57.98
4218	Underground Vaults	20	document destruction	50.00	50.00
4219	Dry Clean City	20	uniform cleaning	532.91	532.91

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES		APRIL 2021
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4220	Enterprise	20	car rental	873.99	873.99
4221	Eleven 10	23	guns & crime equipment	399.90	399.90
4222	Emblem Enterprises	23	uniform accessories	70.70	70.70
4223	Express Office Solutions	28	office supplies	1,419.60	1,419.60
4224	Facebook	20	employment ads	48.03	48.03
4225	Global Industrial	11	smoking shelter	3,630.99	3,630.99
4226	Grainger	12	equipment repair/mainenance	87.88	
		11	equipment repair/mainenance	9.02	
		12	equipment repair/mainenance	45.04	141.94
4227	GT Distributors	31	guns & crime equipment	4,544.34	
		31	guns & crime equipment	170.00	
		23	uniform accessories	229.50	
		23	uniform accessories	16.95	
		23	uniform accessories	126.00	
		23	uniform accessories	167.90	5,254.69
4228	Home Depot	11	maintenance supplies	53.85	
		11	maintenance supplies	18.19	
		25	maintenance supplies	42.91	
		11	maintenance supplies	268.28	
		25	maintenance supplies	19.40	
		25	maintenance supplies	19.97	
		25	kitchen repair supplies	11.42	
		25	kitchen repair supplies	3.99	
		25	lab repair supplies	7.19	
		11	plumbing repair supplies	12.02	
		11	cleaning supplies - range	89.89	
		28	office equipment	113.61	
		25	office supplies	67.39	728.11
4229	ICG Link	19	email hosting	25.00	25.00

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES		APRIL 2021
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4230	Ideal Blasting Supply	31	guns & crime equipment	1,987.19	1,987.19
4231	ILEETA	22	annual membership	50.00	50.00
4232	Insight Public Sector	19	software license	278.10	
		33	computer equipment	2,094.24	
		19	software license	1,235.00	
		28	computer supplies	119.73	3,727.07
4233	Jaspertronics	12	equipment repair/maintenance	157.24	157.24
4234	KS Dept of Agriculture	21	food establishment license	250.00	250.00
4235	Kansas Turnpike Authority	07	tolls	71.45	71.45
4236	Language Line Svcs	20	translation svcs	18.17	18.17
4237	Lexis Nexis	20	user fee	133.31	
		20	crime analysis svcs	7,711.07	7,844.38
4238	Loomly	19	media management	300.00	300.00
4239	Menards	25	maintenance supplies	83.10	
		11	maintenance supplies - range	299.97	
		25	maintenance supplies	30.76	
		11	maintenance supplies - range	47.44	461.27
4240	Mirion Technologies	31	equipment calibration	174.76	174.76
4241	Monoprice	28	computer supplies	36.89	36.89
4242	NAPA of Manhattan	12	equipment repair/maintenance	20.23	20.23
4243	Optiv Security	19	computer maintenance	2,970.00	
		33	software	625.00	
		19	computer equipment	424.00	4,019.00

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES		APRIL 2021
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4244	O'Reilly Auto Parts	13	vehicle repair maintenance	20.22	20.22
4245	P-Card Misc Vendors	07	cab meeting	111.60	
		20	annual fee	10.00	
		20	annual fee	10.00	
		07	dispatch training	343.94	
		07	incident reconstruction course	1,990.56	
		07	defensive tactics course	411.65	
		07	defensive tactics course	411.66	
		07	ileeta training	116.19	
		07	command & admin staff meeting	118.80	
		20	account credit for overpayment	-30.00	
		07	aba meeting	12.38	
		07	annual chamber mtng & banquet	130.00	
		07	military relations lunch	20.00	
		07	ks crime victims rights conference	135.00	
		20	cash back redemption	-2,000.00	
		07	nbras training refund	-399.00	
		07	efd training	1,460.00	2,852.78
4246	Petsmart	20	k9 care	89.98	89.98
4247	Pitney Bowes	28	office supplies	59.49	59.49
4248	Power DMS	19	software renewal	6,195.00	6,195.00
4249	PWS-The Laundry Co	12	equipment repair/maintenance	49.38	49.38
4250	RedBox	17	inmate movies	3.92	
		17	inmate movies	7.19	
		17	inmate movies	3.92	
		17	inmate movies	6.65	21.68
4251	Ring	30	security system - range	235.99	235.99
4252	Rock Auto	13	vehicle repair/maintenance	142.54	142.54
4253	Stanion Wholesale Electric	12	equipment repair/maintenance	16.41	16.41

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES	APRIL 2021
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
4254	Staples	28	office supplies	8.98
		11	office supplies - range	9.79
		32	office furniture	170.99
		32	office furniture	170.99
		28	office supplies	129.95
		28	office supplies	129.95
		28	office supplies	264.11
		33	office equipment	75.99
				960.75
4255	T38 Fax	14	fax svcs	15.62
				15.62
4256	Axon Enterprises	31	guns & crime equipment	436.80
				436.80
4257	Terminix	11	pest control svcs	69.00
				69.00
4258	Thomas Sign	28	office signs	18.90
				18.90
4259	Tractor Supply	20	k9 care	769.14
				769.14
4260	Twin Valley Telephone	14	riley substation internet	79.99
		14	randolph substation phone	45.44
		14	riley substation phone	60.14
				185.57
4261	ULINE	32	office furniture	415.77
				415.77
4262	UPS	08	shipping fees	181.65
		08	shipping fees	40.33
		08	shipping fees	28.29
		08	shipping fees	609.06
				859.33
4263	Verizon Wireless	14	dept cell phones	5,156.64
				5,156.64
4264	Wal-Mart	29	replenishment supplies	11.96
		29	replenishment supplies	52.86
		21	community outreach supplies	94.74
				159.56
4265	Waste Management	20	garbage svcs	576.20
				576.20

RILEY COUNTY POLICE DEPARTMENT			2021 EXPENDITURES	APRIL 2021	
<u>V #</u>	<u>VENDOR NAME</u>	<u>ACCT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
4266	Wellspring Software	19	computer supplies	218.00	218.00
4267	ZAGG	08	warranty repair shipping fees	10.00	10.00
				Subtotal	<u>\$66,158.13</u>
				Total	<u>\$592,401.02</u>

Chair, Riley County Law Enforcement Agency

**Riley County Police Department
Cash Receipts Report
As of March 31, 2021**

Account Number	Description	March	YTD
600100-00	Manhattan	1,463,915.17	4,391,745.51
600200-00	Riley County	0.00	1,097,937.00
610110-00	Copy Fees-Discovery, etc.	330.00	518.00
610112-00	Copy Fees-Records	168.00	543.00
Budget:		1,464,413.17	5,490,743.51
620900-01	Misc Reimbursements-salaries	0.00	5.00
620900-07	Misc Reimbursements-training	65.00	127.69
620900-08	Misc Reimbursements-postage	0.00	101.64
620900-13-130	Misc Reimbursements-vehicles	0.00	309.00
620900-14	Misc Reimbursements-phone	0.00	242.09
620900-17-170	Misc Reimbursements-jail	544.35	1,301.93
620900-29	Misc Reimbursements-Supplies	0.00	29.86
620900-31	Misc Reimbursements-crime eq	0.00	53.16
620900-34-130	Misc Reimbursements-vehicles	12,604.00	12,604.00
630400-03	IDDP-overtime	0.00	521.32
632500-03	JTTF Grant-OT	602.88	1,169.59
632600-03	HIDTA Grant-OT	1,652.64	4,699.70
632700-03	STEP Grant-OT	0.00	4,761.65
632800-02-410	VOCA 2019 Grant Reimb	0.00	4,179.00
Budget Credits:		15,468.87	30,105.63
640900-00	Misc Non-Budget Credit Reimb	6.90	6.90
640902-00	Prior year Restitution	263.80	317.50
Non-Budget Credits:		270.70	324.40
Total:		1,480,152.74	5,521,173.54

This report shows the checks RCPD received during March 1 - 31 and year to date. This report shows checks from the city and county as part of their RCPD obligation to the budget.

Year to date The City of Manhattan has contributed 25% of their 2020 Budget Obligation.
Year to date Riley County has contributed 25% of their 2021 budget obligation.
We are currently 25% through the budget year.

Attachment: 04-19-21 law board packet (9884 : Law Board Meeting Agenda)

Assigned Tracking # - 21-059

RILEY COUNTY POLICE DEPARTMENT

Memorandum

Original to: _____
Action: _____
Copy to: _____

To: Director Butler
Thru: Assistant Director Moldrup
From: Captain Derek Woods
Ref: Juvenile Transportation Report for March 2021
Date: April 1, 2021

Comments:
Noted: dpb 4/5/21

KMM 4.5.21

Total Number of Juveniles Transported:	1
Total Mileage for Transports 0 X \$.56 (Cents per mile)	\$42.56
Total Pay Amount for Transport Officers Hours:	\$109.66
Total:	\$152.22

Approved: _____

Chair, Riley County Law Enforcement Agency

Attachment: 04-19-21 law board packet (9884 : Law Board Meeting Agenda)

Program Name-GLLT34 Thru MARCH
Version Date- 3/21 Year 2021

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

Date: 4/01/21 Page: 1
Time: 11:59:00

Beginning Fund..... 173 RCPD Levy/Op
Ending Fund..... 173 RCPD Levy/Op
Last Month Included..... 03 Print Revenue... Y Print Disbursements. Y
Print Department Detail. Y Print Expenses.. Y
Exclude Non-Active..... Y Separate Pages.. Y

DISBURSEMENTS/REVENUES/TRANSFERS - Fund.. 173 RCPD Levy/Op							
Obj	Prj	Description	Kind	Budget \$	M-T-D	Y-T-D	Remaining
Department. 0 Not Designated							
180		Distr - Real Current	R	4,271,376.00	164,083.95	2,452,816.46	1,818,559.54
182		Distr - Oil & Gas Curr.	R	.00	4.40	192.84	.00
184		Distr - P.P. Current	R	.00	2,424.28	26,749.37	.00
190		Distr - 16/20M Trucks Cur	R	2,970.00	192.28	2,355.29	614.71
193		Distr - Watercraft Cur	R	2,008.00	319.20	1,664.74	343.26
181		Distr - Real Delq.	R	83,752.00	9,849.39	27,549.55	56,202.45
183		Distr - Oil & Gas Delinq	R	.00	2.32	2.32	.00
185		Distr - P.P. Delq.	R	.00	1,094.61	1,170.73	.00
192		Distr - 16/20M Trucks Del	R	.00	122.23	143.05	.00
194		Distr - Watercraft Del	R	.00	237.07	243.05	.00
102		Distr - Motor Vehicle Tax	R	369,002.00	28,295.89	104,655.30	264,346.70
103		Vehicle Rental Excise Tax	R	6,265.00	.00	1,134.14	5,130.86
113		Distr - RV Tax	R	3,305.00	238.75	1,032.75	2,272.25
130		Distr - Commercial Veh	R	15,305.00	2,241.56	2,355.66	12,949.34
191		Distr - TIF Adjustment	R	.00	401.82-	52,365.39-	.00
Department Revenue.. # 0				4,753,983.00	208,704.11	2,569,699.86 *	2,160,419.11
Department.171 RCPD Operations							
Total Revenue Fund.... 173							
				4,753,983.00	208,704.11	2,569,699.86 **	54.05
Total Trans. IN Fund.. 173				.00	.00	.00 **	
Total Rev. & Trans. .. 173				4,753,983.00	208,704.11	2,569,699.86 **	
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
Department. 0 Not Designated							
Department.171 RCPD Operations							
2220		Building Space Rental	10,500.00	875.00	2,625.00	25.00	7,875.00
2330		Transportation Serv	6,000.00	.00	.00	.00	6,000.00
2480		Repair/Maint Build/Gr	120,000.00	11,132.93	17,308.42	14.42	102,691.58
2650		Physician Fees	150,269.00	14,239.75	58,187.35	38.72	92,081.65
2655		Hospital Fees	10,000.00	.00	.00	.00	10,000.00
2810		Electric/Gas Services	10,000.00	.00	.00	.00	10,000.00

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			RILEY COUNTY				Date. 4/01/21	Page. 2
Version Date- 3/21 Year 2021			Fund Summary of Revenue/Expense				Time.11.59.00	
			Percent of Year 25.0%					
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)								
2830		Water	10,000.00	42.00	126.00	1.26	9,874.00	.00 9,874.00
2840		Sewage Charges	2,200.00	.00	.00		2,200.00	.00 2,200.00
2900		Budget Appropriations	4,391,746.00	.00	1,097,937.00	25.00	3,293,809.00	.00 3,293,809.00
Total Contractual Expenses			4,710,715.00	26,289.68	1,176,183.77	24.97	3,534,531.23	.00 3,534,531.23
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			4,712,215.00	26,289.68	1,176,183.77	24.96	3,536,031.23	.00 3,536,031.23 *
Expense & Transfers# 171			4,712,215.00	26,289.68	1,176,183.77			
Total Expenditures Fund			173 4,712,215.00	26,289.68	1,176,183.77	24.96	3,536,031.23	.00 3,536,031.23 **
SUMMARY for - Fund 173 RCPD Levy/Op								
Beginning Year Balance.....			305,512.74					
YTD Revenue.....			2,569,699.86					
YTD Reported Expenses.....			1,176,183.77-					
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.....			1,699,028.83 ***					

25- 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 2021

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

Date. 4/01/21 Page. 149
Time.11.58.10

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	35.42	.00
		Department Revenue.. #142		.00	.00	35.42 *	.00
		Total Revenue Fund....	168	.00	.00	35.42 **	
		Total Trans. IN Fund..	168	.00	.00	.00 **	
		Total Rev. & Trans. ..	168	.00	.00	35.42 **	
		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
Total Expenditures Fund 168							
			.00	.00	.00		.00
							.00
							.00 **

SUMMARY for - Fund 168 RCPD Federal Seizure Fund	
Beginning Year Balance.....	156,157.89
YTD Revenue.....	35.42
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.....	156,193.31 ***

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

Program Name-GLLT34 Thru MARCH		RILEY COUNTY				Date. 4/01/21		Page. 150	
Version Date- 3/21 Year 2021		Fund Summary of Revenue/Expense				Time.11.58.10			
		Percent of Year 25.0%							
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									
402 Investment Interest		R	.00	.00	32.00		.00		
Department Revenue.. #142			.00	.00	32.00 *		.00		
Total Revenue Fund.... 169			.00	.00	32.00 **				
Total Trans. IN Fund.. 169			.00	.00	.00 **				
Total Rev. & Trans. .. 169			.00	.00	32.00 **				
Total Disbursements... 169			.00	.00	.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.....		121,689.60							
YTD Revenue.....		32.00							
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.....		121,721.60 ***							

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

RILEY COUNTY POLICE DEPARTMENT **Report Submission**

To: Director Butler *Noted: dpb 4/5/21*
Thru: AD Moldrup KMM 4.5.21
From: Cpt. Derek Woods
Position: Commander **Division:** Jail
Report Title: Monthly Inmate Population Report
Rpt Freq./Year: March 2021
Date: April 1, 2021

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>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
JAN	99.7	105.3	95.1	73.7	70.2	87.0	75.0	72.6	84.8	71.6	67.3
FEB	105.3	110.3	95.2	68.9	74.3	93.1	82.9	68.4	85.5	64.8	67.1
MAR	97.2	106.7	92.1	66.2	71.8	91.9	73.2	75.2	88.4	68.6	78.6
APR	90.6	103.9	64.2	62.0	74.2	89.1	74.1	81.0	81.6	58.9	
MAY	96.4	101.4	71.3	68.9	80.3	81.9	77.4	87.5	79.4	47.4	
JUN	95.7	102.0	72.4	63.9	82.0	87.8	73.1	88.5	78.4	50.0	
JUL	97.1	96.1	72.1	68.8	77.8	83.6	80.0	83.8	71.9	53.7	
AUG	89.5	114.1	74.0	74.5	72.7	75.7	82.4	80.6	82.3	55.8	
SEPT	87.1	101.6	77.4	61.7	73.6	75.8	84.3	81.2	74.6	61.3	
OCT	93.6	93.9	73.2	76.3	73.5	73.4	74.3	72.8	76.2	60.0	
NOV	92.4	102.0	70.1	77.0	76.7	73.0	76.2	78.3	71.3	69.3	
DEC	95.4	95.7	65.1	71.0	77.4	69.6	78.9	79.9	72.9	69.4	
YADP	95.0	102.7	76.85	64.2	75.4	81.8	77.7	79.15	78.9	60.9	71

Attachment: 04-19-21 law board packet (9884 : Law Board Meeting Agenda)

The seal of Riley County, Kansas, is partially visible on the left side of the page. It features a circular emblem with a landscape scene including a sun, mountains, a river, and a plow. The words "PER ASPERA" are at the top of the emblem. Below the emblem, the word "COUNTY" is written in a banner. The number "74" is visible at the bottom left of the seal.

Monthly Report

March 2021

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

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

29.



Data Disclaimer

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: 3/31/21 11:59 PM

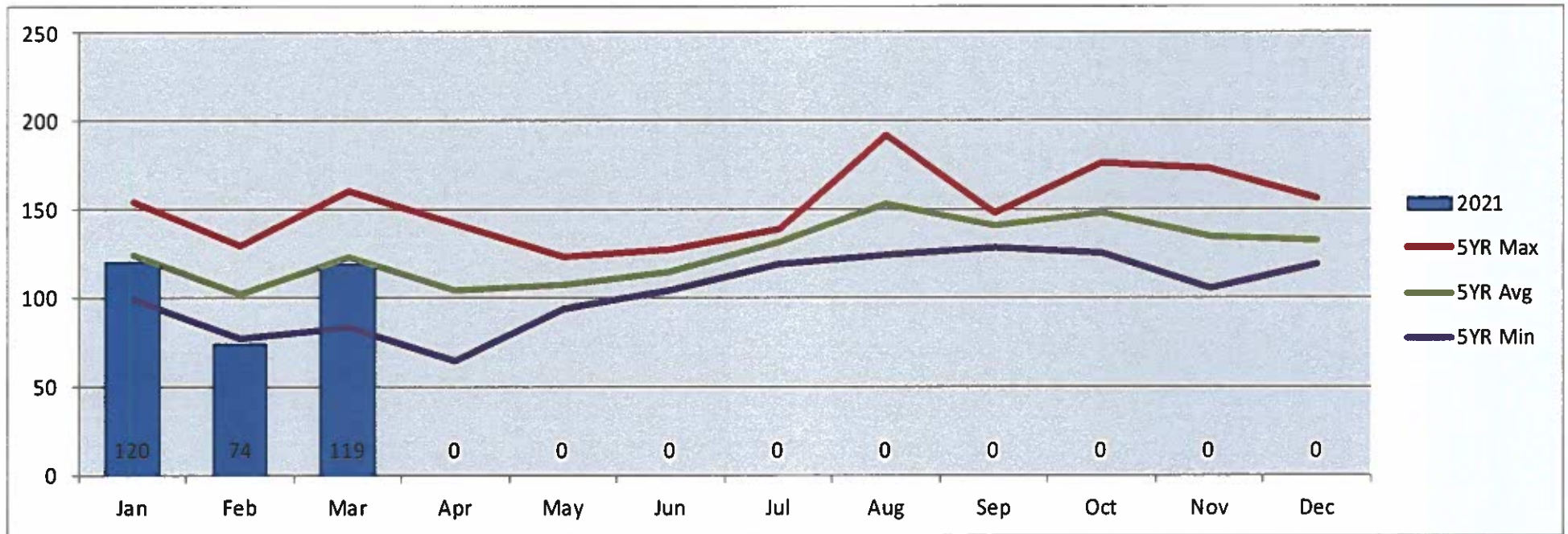
19.a

➤ Part I crime in March 2021 was 3.7% below the 5 year average. Compared to March 2020 there was an 41.7% increase.

➤ Beginning mid-March in 2020, the onset of the pandemic altered normal routines. The number of crimes reported during this time was lower than previous years. This should be considered when comparing 2021 counts to 2020.

➤ In March, Part I property crimes was below the 5 year average, and Part I violent crimes was above the average.

	Mar	Year to Date	Yearly Total
2016	125	345	1450
2017	161	392	1593
2018	124	316	1475
2019	124	355	1582
2020	84	343	1491
2021	119	313	
% Change	+41.7%	-8.7%	-8.9%
Yearly Projection:			1358



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	99	121	125	107	109	104	136	148	143	125	114	119
2017	132	99	161	97	94	127	119	192	137	148	166	121
2018	108	84	124	113	100	123	123	134	128	176	105	157
2019	154	77	124	142	123	113	138	167	148	143	116	137
2020	130	129	84	65	113	108	139	124	148	151	173	127
2021	120	74	119	0	0	0	0	0	0	0	0	0

Includes Part 1 crimes that were the primary offense only.



Part 1 Violent Crimes

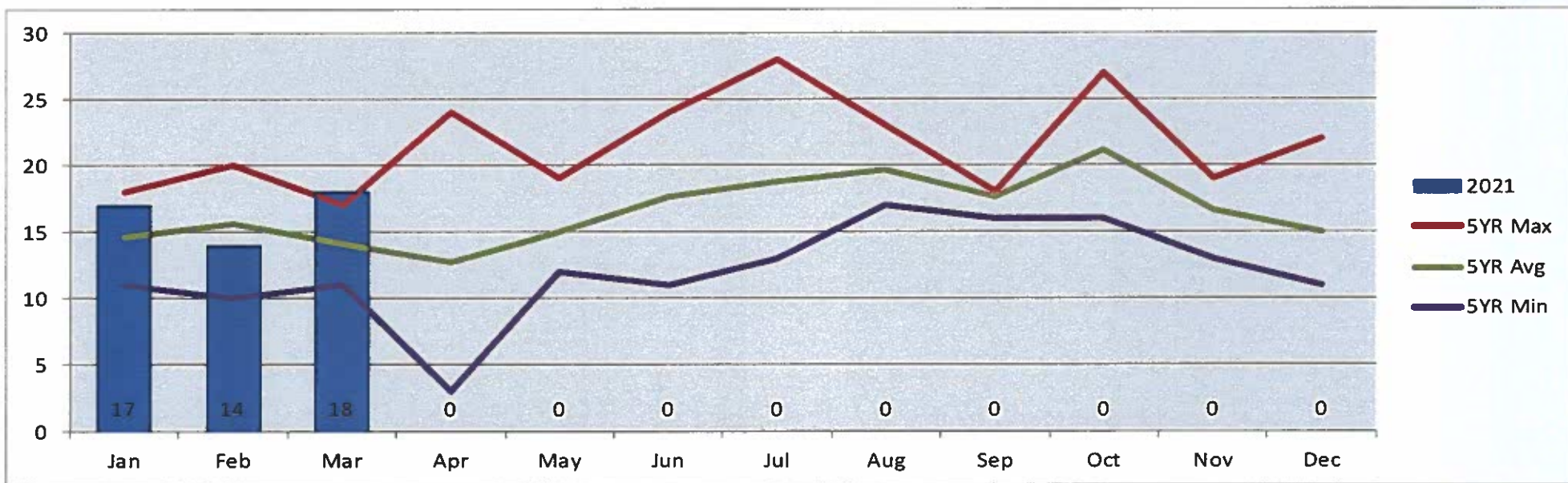
Offense Codes: 0100-0440

All Data As Of: 3/31/21 11:59 PM

➤ March 2021 was 26.8% higher than the 5 year average in Part I violent crimes and 28.6% above 2020.

➤ There were 13 aggravated assaults / batteries, 5 rapes, 0 robberies, and 0 homicides reported during March 2021.

	Mar	Year to Date	Yearly Total
2016	11	37	167
2017	15	42	198
2018	17	51	218
2019	14	40	216
2020	14	52	194
2021	18	49	
% Change	+28.6%	-5.8%	+12.7%
Yearly Projection:			219



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	13	13	11	12	19	11	13	18	16	16	13	12
2017	11	16	15	13	15	13	16	21	18	24	19	17
2018	15	19	17	12	14	20	28	17	18	27	18	13
2019	16	10	14	24	12	24	18	23	18	18	17	22
2020	18	20	14	3	15	20	19	19	18	21	16	11
2021	17	14	18	0	0	0	0	0	0	0	0	0

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



Robbery

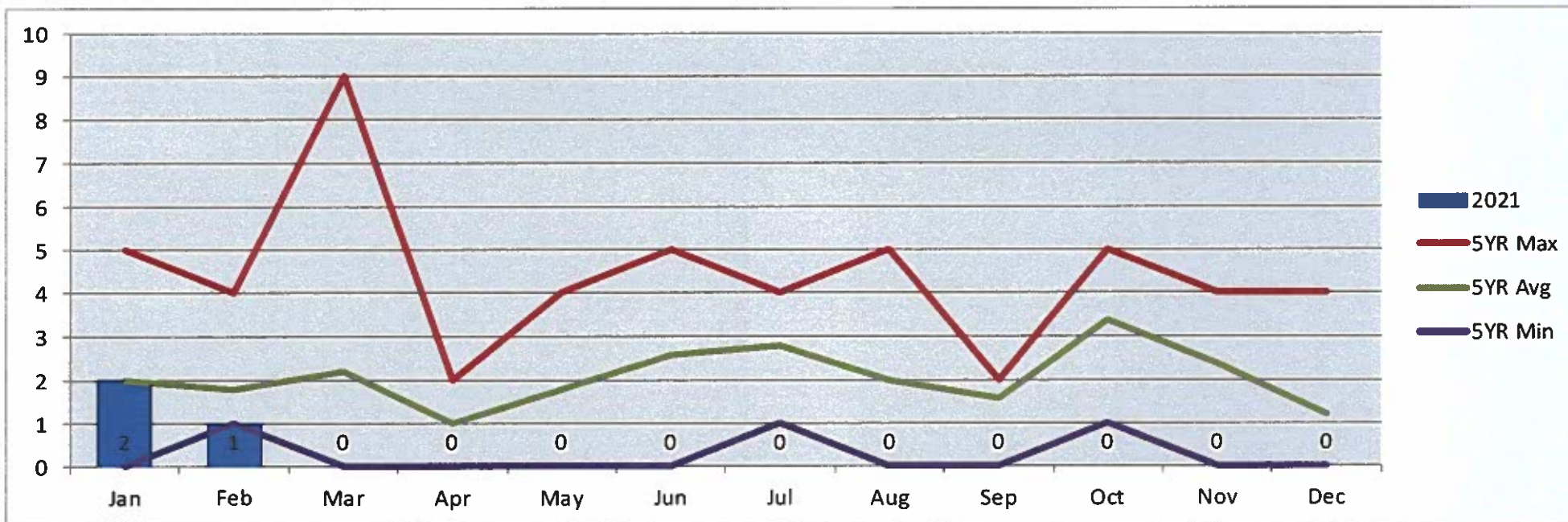
Offense Codes: 0310

All Data As Of: 3/31/21 11:59 PM

19.a

➤ There were no robberies reported in March 2021.

	Mar	Year to Date	Yearly Total
2016	9	12	29
2017	0	1	23
2018	1	6	30
2019	0	7	25
2020	1	4	17
2021	0	3	
% Change	-100.0%	-25.0%	-24.8%
Yearly Projection:			13



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	2	1	9	1	2	0	4	2	2	4	2	0
2017	0	1	0	2	1	3	3	5	2	1	4	1
2018	1	4	1	1	4	2	4	2	2	5	3	1
2019	5	2	0	0	0	5	1	0	2	3	3	4
2020	2	1	1	1	2	3	2	1	0	4	0	0
2021	2	1	0	0	0	0	0	0	0	0	0	0

Attachment: 04-19-21 law board packet (9884 : Law Board Meeting Agenda)



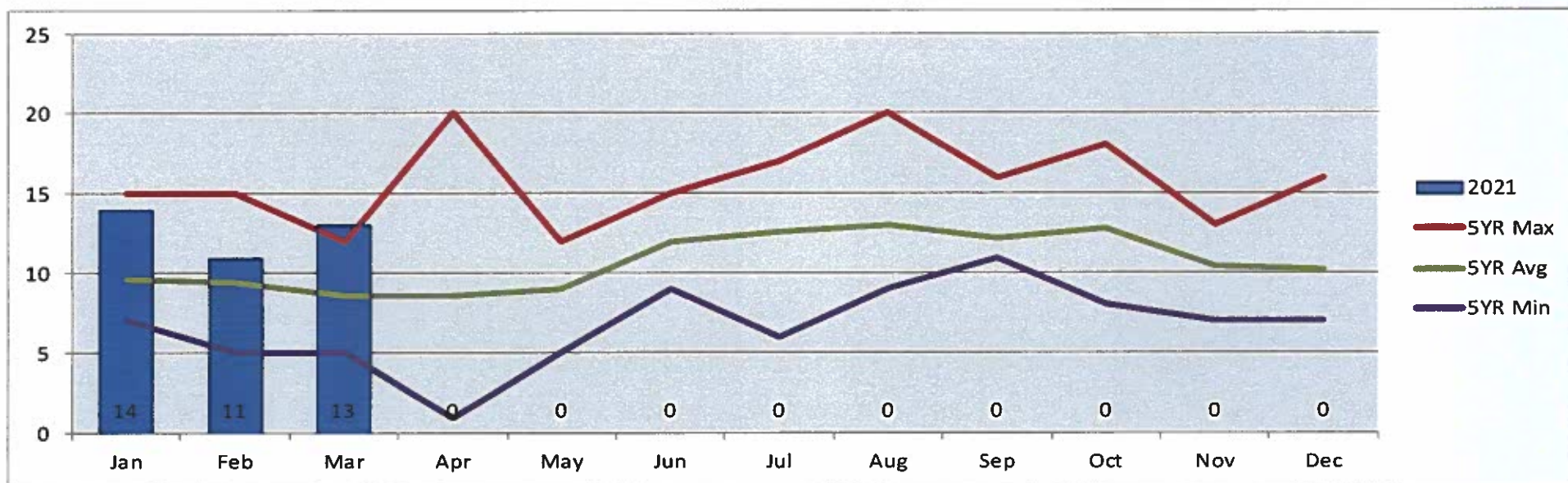
Aggravated Assault and Battery

Offense Codes: 0410-0440

All Data As Of: 3/31/21 11:59 PM

- There were 9 aggravated assaults and 4 aggravated batteries reported during the month of March.
- This is 51.2% higher than the 5 year average.
- Six of the incidents were domestic incidents.

	Mar	Year to Date	Yearly Total
2016	5	21	102
2017	5	24	116
2018	10	27	126
2019	11	24	154
2020	12	42	144
2021	13	38	
% Change	+8.3%	-9.5%	+22.8%
Yearly Projection:			177



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	7	9	5	9	12	9	6	11	11	8	7	8
2017	9	10	5	5	5	10	11	11	12	18	10	10
2018	9	8	10	8	6	15	17	9	11	11	12	10
2019	8	5	11	20	11	13	15	20	11	11	13	16
2020	15	15	12	1	11	13	14	14	16	16	10	7
2021	14	11	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

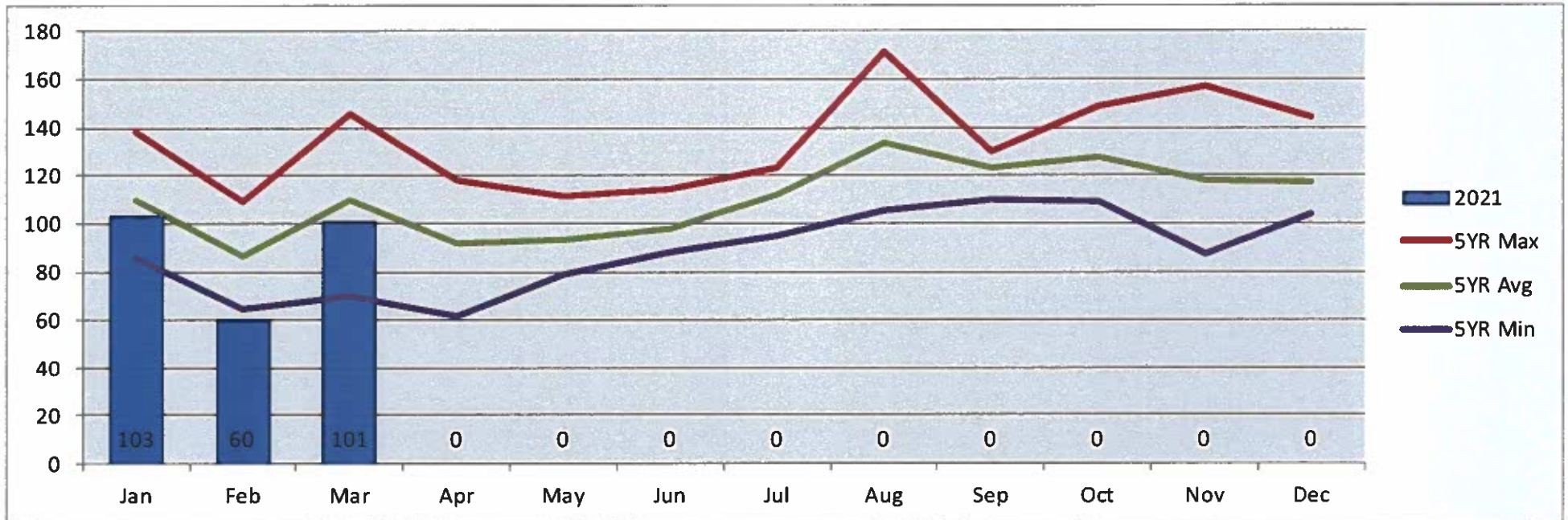
All Data As Of: 3/31/21 11:59 PM

19.a

➤ For March, Part I property crime was down 7.7% from the 5 year average. Compared to March 2020, there was an 44.3% increase.

➤ The property crime for March 2021 included 18 structural burglaries, 21 larcenies from motor vehicle, 7 auto thefts, and 0 arson. The rest of the incidents were larcenies (55 incidents).

	Mar	Year to Date	Yearly Total
2016	114	308	1283
2017	146	350	1395
2018	107	265	1257
2019	110	315	1366
2020	70	291	1297
2021	101	264	
% Change	+44.3%	-9.3%	-12.0%
Yearly Projection:			1141



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	86	108	114	95	90	93	123	130	127	109	101	107
2017	121	83	146	84	79	114	103	171	119	124	147	104
2018	93	65	107	101	86	103	95	117	110	149	87	144
2019	138	67	110	118	111	89	120	144	130	125	99	115
2020	112	109	70	62	98	88	120	105	130	130	157	116
2021	103	60	101	0	0	0	0	0	0	0	0	0

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



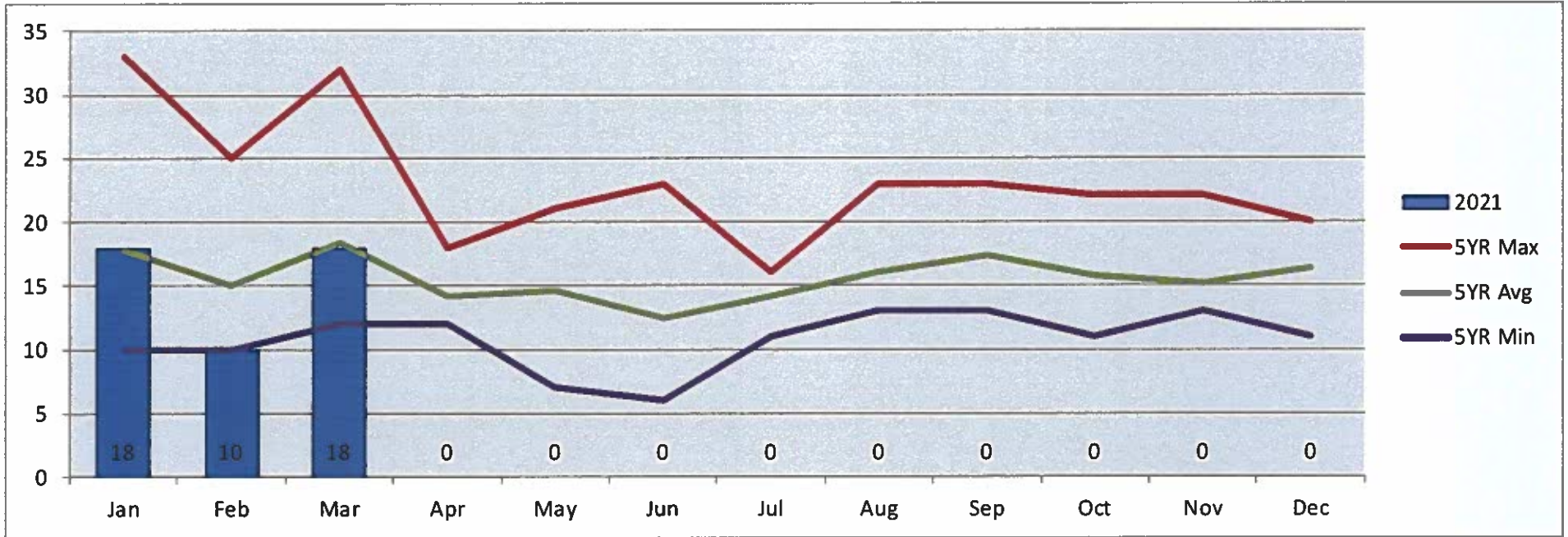
Structural Burglary

Offense Code: 0510

All Data As Of: 3/31/21 11:59 PM

- Structural burglaries were 2.2% below the 5 year average for March.
- Two occurred in Ogden, 3 in North County, and 13 occurred in Manhattan.
- There were 15 residential burglaries and 3 non-residential burglaries, 2 of those from a storage facility.

	Mar	Year to Date	Yearly Total
2016	16	42	179
2017	32	79	244
2018	12	35	168
2019	18	43	171
2020	14	57	175
2021	18	46	
% Change	+28.6%	-19.3%	-2.2%
Yearly Projection:			171



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	10	16	16	14	17	11	15	13	23	14	13	17
2017	33	14	32	18	21	23	16	23	13	18	22	11
2018	13	10	12	12	17	11	15	16	18	11	13	20
2019	15	10	18	15	11	11	14	15	18	14	14	16
2020	18	25	14	12	7	6	11	13	15	22	14	18
2021	18	10	18	0	0	0	0	0	0	0	0	0

Vehicle Burglary

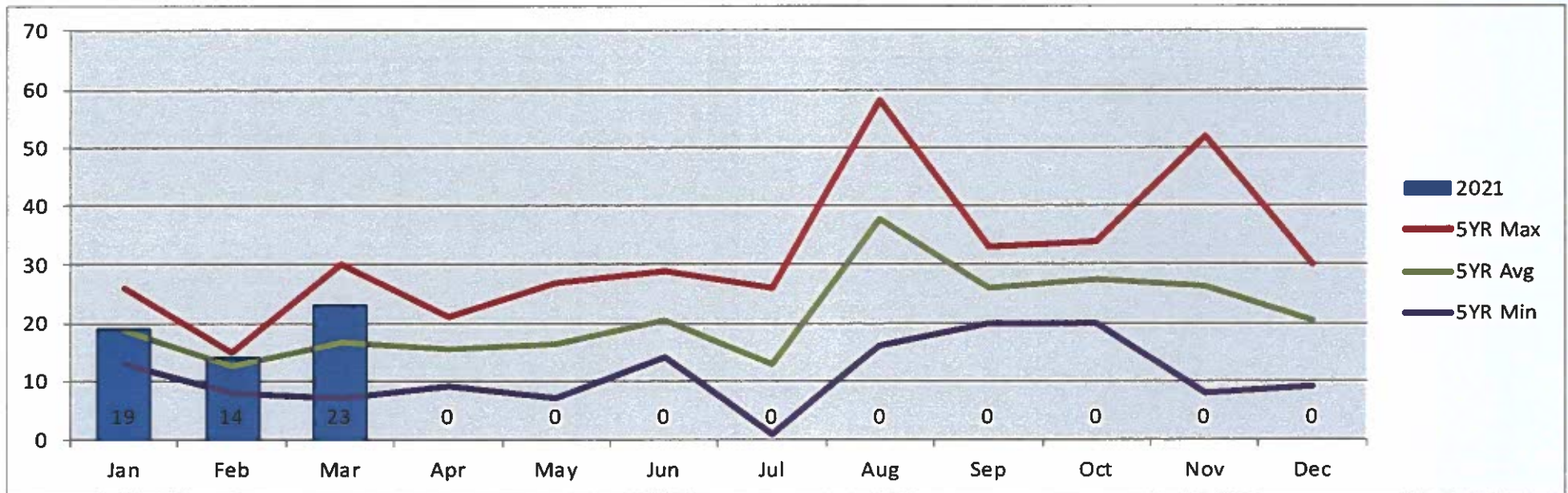
Offense Code: 0640

All Data As Of: 3/31/21 11:59 PM

19.a

- March 2021 was 38.6% above the 5 year average.
- In 11 of the incidents, the vehicle was unsecured when the items were taken.

	Mar	Year to Date	Yearly Total
2016	20	52	272
2017	30	63	289
2018	13	53	212
2019	13	34	228
2020	7	38	254
2021	23	56	
% Change	+228.6%	+47.4%	+15.1%
Yearly Projection:			292



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	19	13	20	18	15	21	26	53	26	30	14	17
2017	18	15	30	21	14	16	16	58	20	21	42	18
2018	26	14	13	13	7	22	5	28	33	34	8	9
2019	13	8	13	16	27	14	17	34	23	20	15	28
2020	18	13	7	9	19	29	1	16	28	32	52	30
2021	19	14	23	0	0	0	0	0	0	0	0	0



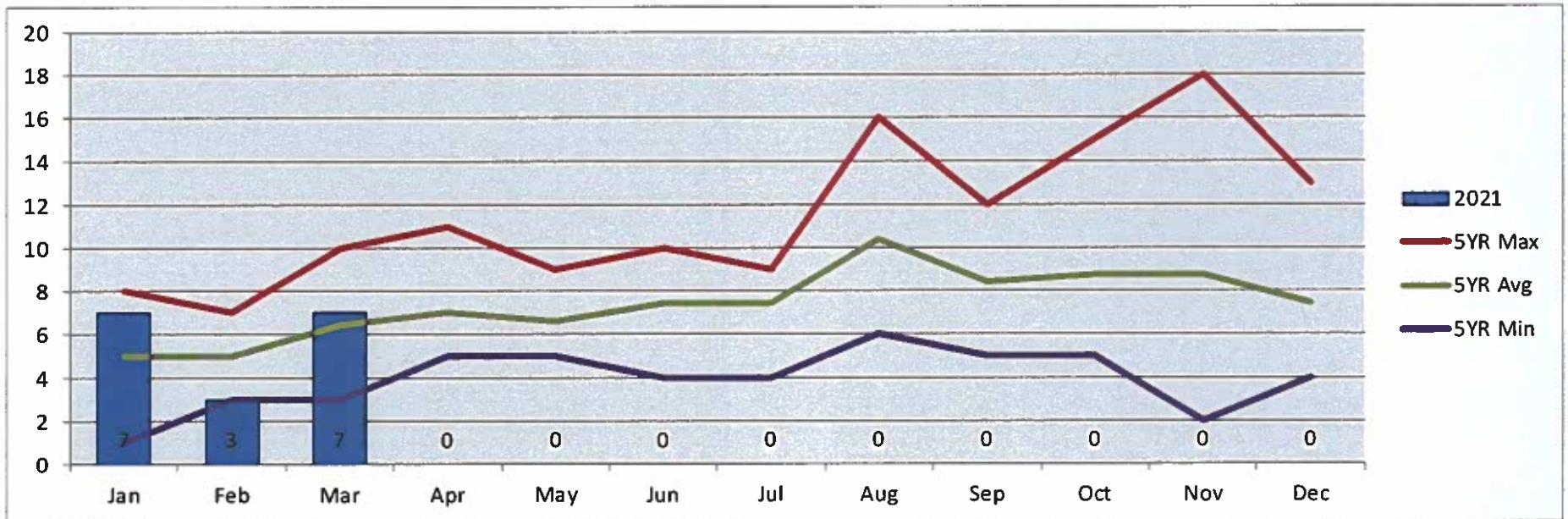
Motor Vehicle Thefts

Offense Code: 0710

All Data As Of: 3/31/21 11:59 PM

- For March, motor vehicle thefts were up 9.4% from the 5 year average.
- Keys were left in one of the vehicles.
- Two of the cases were criminal deprivation of property.
- Three of the vehicles have been recovered as of 4/9/2021.

	Mar	Year to Date	Yearly Total
2016	7	18	71
2017	5	18	86
2018	7	11	86
2019	10	22	104
2020	3	13	96
2021	7	17	
% Change	+133.3%	+30.8%	-5.6%
Yearly Projection:			91



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	5	6	7	5	6	4	9	11	5	5	2	6
2017	8	5	5	5	6	8	8	16	5	7	5	8
2018	1	3	7	11	5	10	9	10	10	6	8	6
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	0	0	0	0	0	0	0	0	0

DUIs

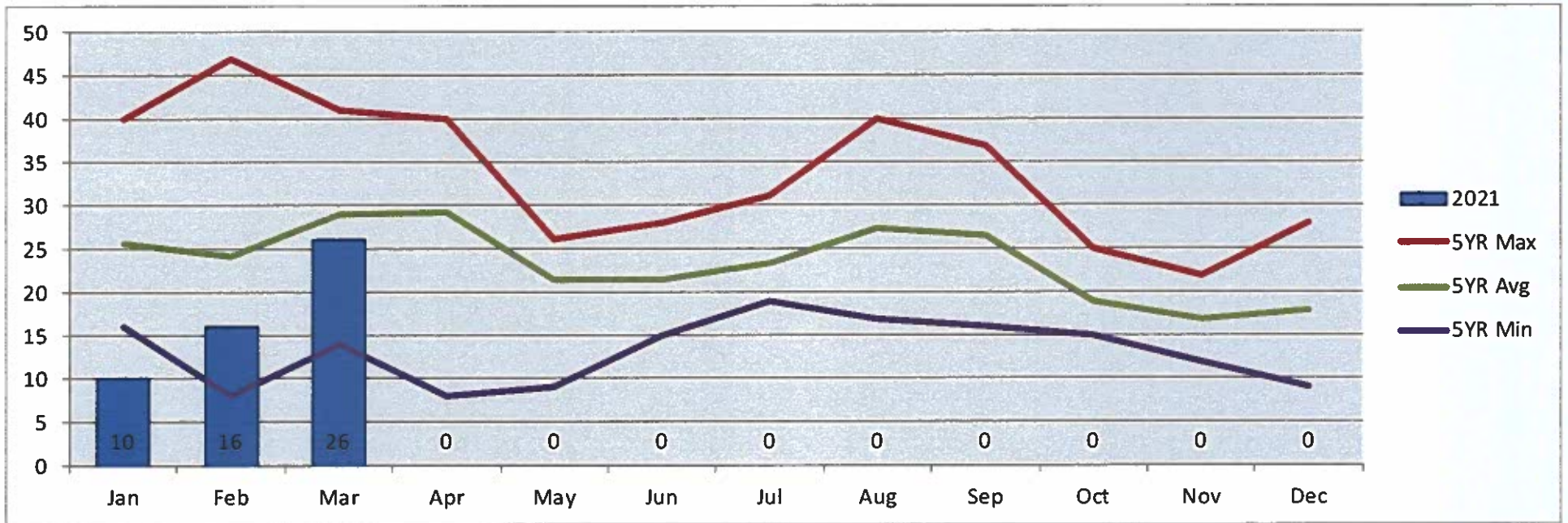
Offense Code: 2110

All Data As Of: 3/31/21 11:59 PM

19.a

➤The number of DUIs for March 2021 is 10.3% below the 5 year average.

	Mar	Year to Date	Yearly Total
2016	41	128	380
2017	22	75	266
2018	36	79	312
2019	32	64	285
2020	14	48	168
2021	26	52	
% Change	+85.7%	+8.3%	+12.0%
Yearly Projection:			188



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	40	47	41	31	25	22	31	40	37	25	22	19
2017	26	27	22	29	25	18	21	18	29	16	20	15
2018	16	27	36	40	22	28	26	30	25	19	15	28
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	16	26	0	0	0	0	0	0	0	0	0

Traffic Accidents

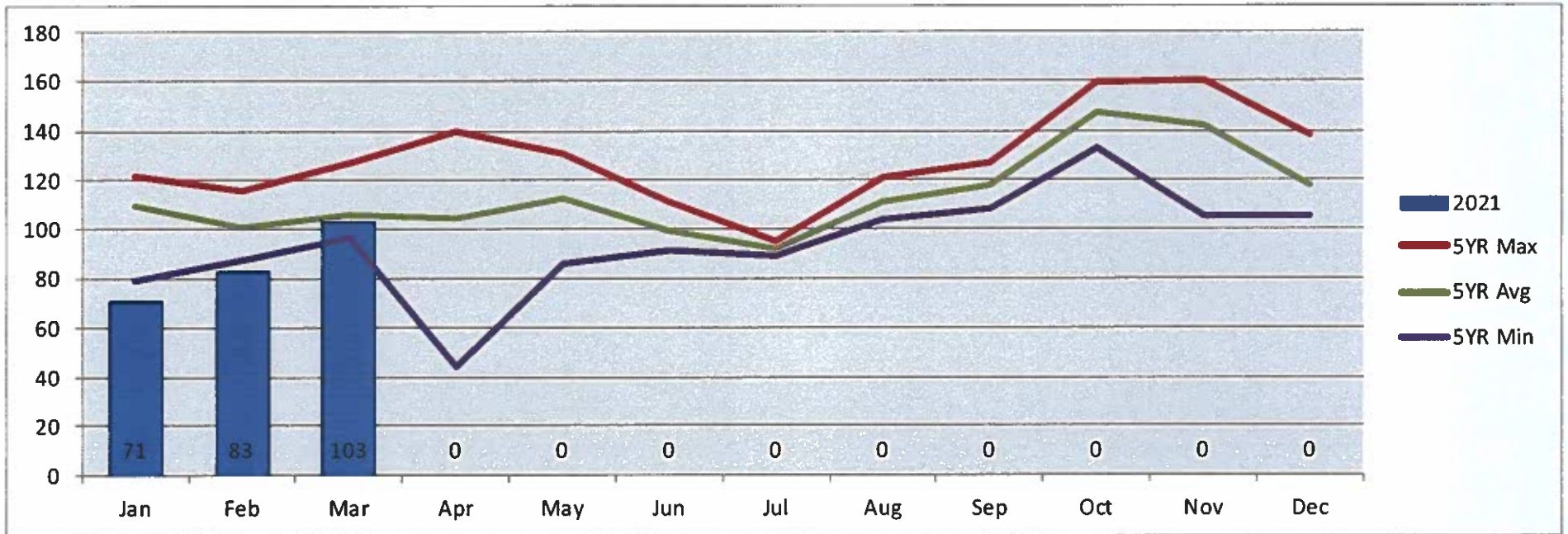
Offense Codes: 5000-5139

All Data As Of: 3/31/21 11:59 PM

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➤ The number of traffic accidents in March 2021 is 2.5% below the 5 year average.

	Mar	Year to Date	Yearly Total
2016	101	304	1364
2017	101	267	1387
2018	127	344	1397
2019	103	338	1436
2020	96	327	1220
2021	103	257	
% Change	+7.3%	-21.4%	-9.6%
Yearly Projection:			1103



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	110	93	101	107	100	111	95	104	127	133	145	138
2017	79	87	101	140	127	97	89	112	124	159	157	115
2018	119	98	127	115	121	97	92	109	108	140	160	111
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	83	103	0	0	0	0	0	0	0	0	0

Preventable Traffic Accidents

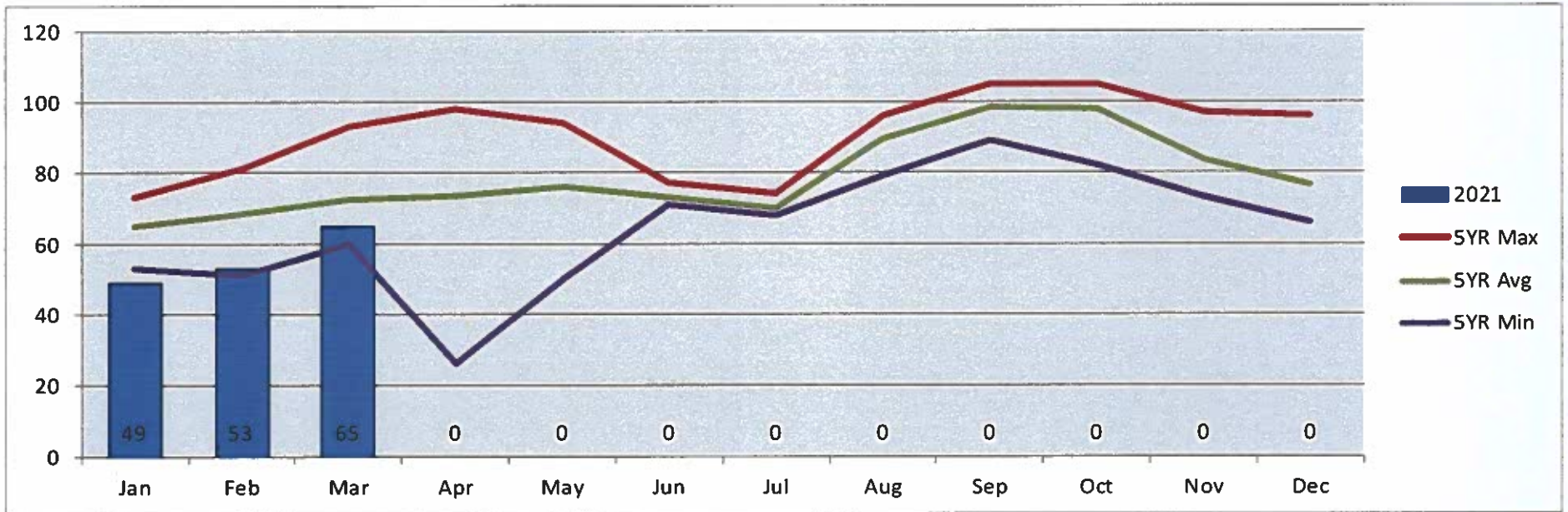
Offense Codes: 5000-5139

All Data As Of: 3/31/21 11:59 PM

19.a

➤ Number may change as data entry corrections continue.

	Mar	Year to Date	Yearly Total
2016	74	224	998
2017	70	190	991
2018	93	227	944
2019	66	177	945
2020	60	214	854
2021	65	167	
% Change	+8.3%	-22.0%	-10.7%
Yearly Projection:			763



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	69	81	74	80	61	74	69	90	105	102	97	96
2017	53	67	70	98	92	73	68	96	104	104	90	76
2018	71	63	93	75	94	71	71	79	93	82	82	70
2019	60	51	66	89	84	77	74	93	102	98	76	75
2020	73	81	60	26	50	71	69	91	89	105	73	66
2021	49	53	65	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 POLICE DEPARTMENT

Report Submission

To:	Director Butler	<i>UOF analysis is always of great interest to me. I made notes during my initial reading, but all of my questions were answered by the time I finished, and read it again. This was a good analysis. Dpb 3/5/21</i>
Thru:	A.D. Moldrup	Agree. This is an excellent report and very useful and informative. KMM 3.3.21
Thru:	Captain Kyle	<i>Very comprehensive and timely. Information in this report was used in the annual CALEA report. JDK#5, 3-1-21</i>
From:	Lt. Brad Jager	
Position:	Training Lieutenant	Division: Administration
Report Title:	2020 Use of Force Analysis	
Rpt Freq./Year:	Annual/2020	
Policy #:	1.3.13	
Date:	02-22-2020	

Information Source

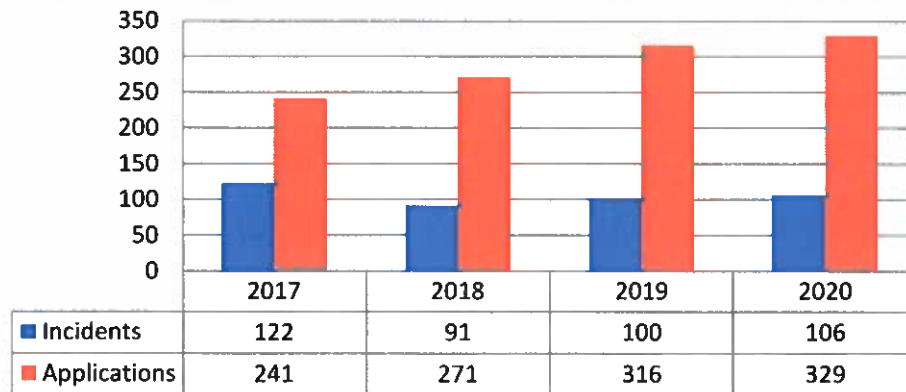
Information for this report was taken from Use of Force (UOF) reports filed by Riley County Police Department (RCPD) employees for incidents that occurred from January 1, 2020 through December 31, 2020. Each UOF report was examined for every application of force that was used during an incident. As a result, a single incident may have multiple applications of force associated with it. This report is created to look at the department's use of force as a whole and not to individually analyze each use of force. Each individual use of force is initially analyzed by at least 6 department members to ensure all actions were reasonable and within policy.

Overview

In 2020, there were 106 incidents that involved a use of force. Within those 106 incidents, there were 329 applications of force. Police officers filed 91 use of force reports and corrections officers filed 15 reports. Of the 91 reports filed by police officers, 61 reports originated from a dispatched call/call for service and 30 reports originated from an officer's self-initiated activity. In 2020, when compared to 2019, there was a 6% increase in the total use of force incidents and a 4% increase in applications of force. Regarding officer involved calls for service, the department logged a total of 50,345 during 2019 and 42,682 during 2020.

RILEY COUNTY POLICE DEPARTMENT **Report Submission**

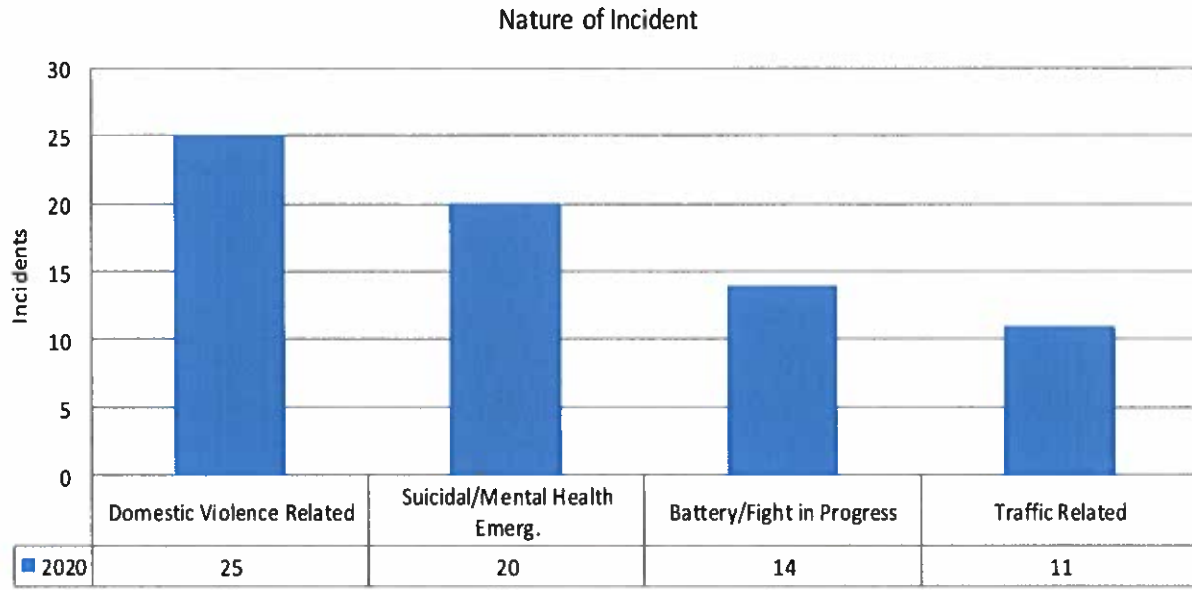
Use of Force



RILEY COUNTY POLICE DEPARTMENT Report Submission

Nature of Incident

The data below reflects what the nature of the incident (type of call) was when force was used by a RCPD employee (police officer/corrections officer). The chart below contains only the top four categories.

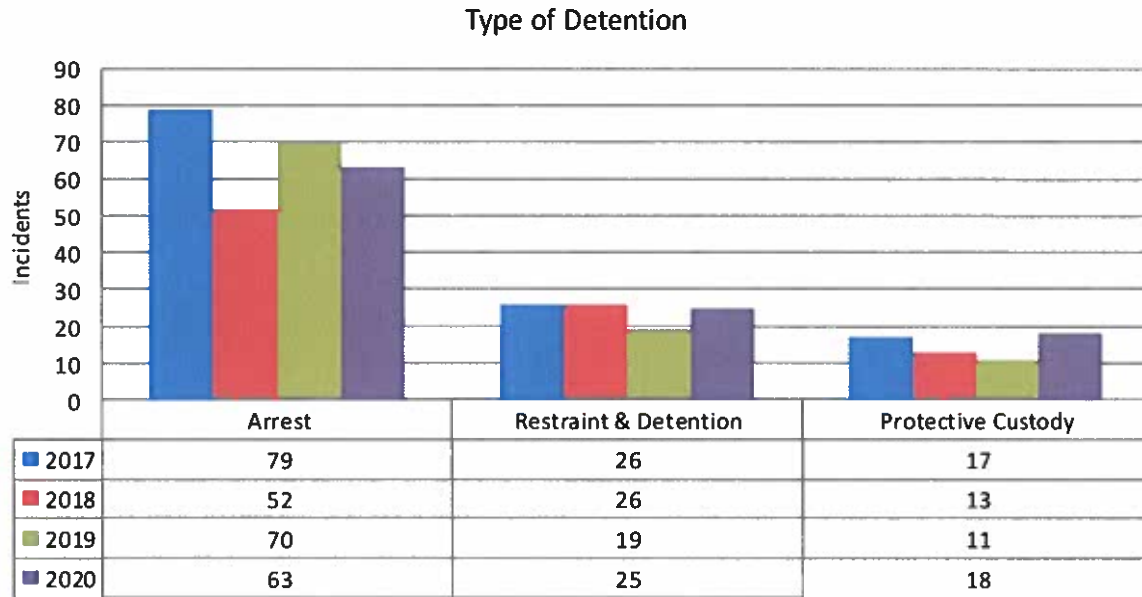


* 2020 was the first year in which the nature of the incident (type of call) has been tracked.

RILEY COUNTY POLICE DEPARTMENT Report Submission

Type of Detention

The data below reflects what type of detention occurred when force was used by a RCPD employee (police officer/corrections officer). In other words, what the employee was trying to accomplish when force was used.



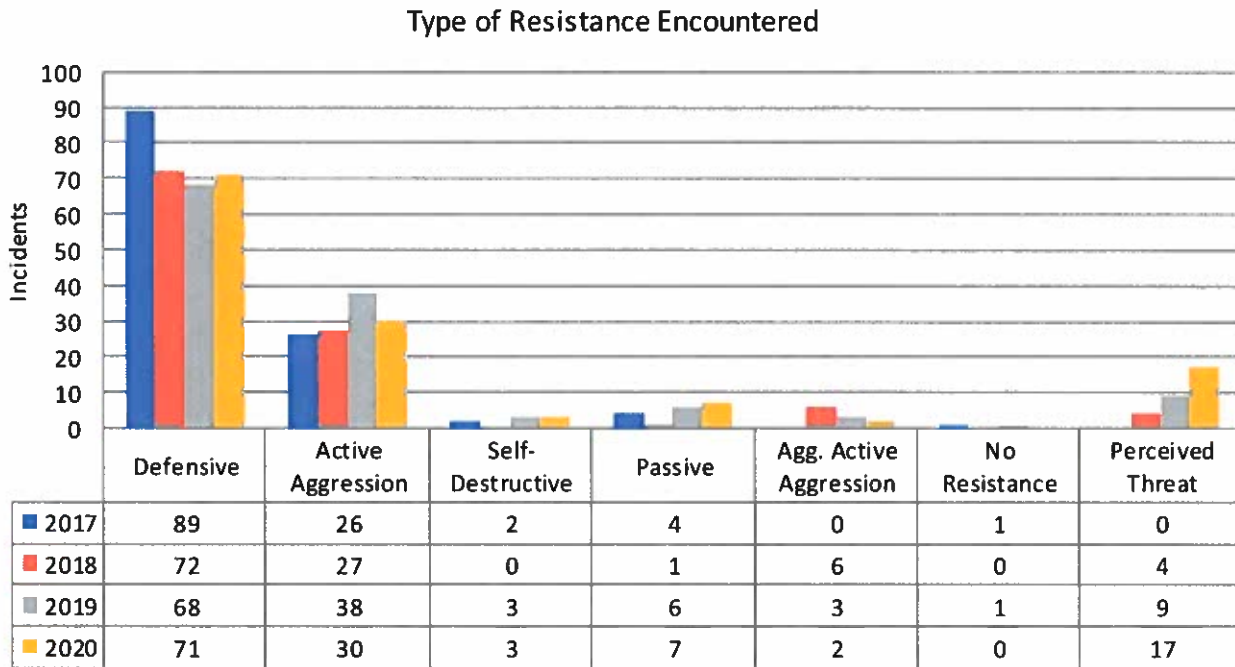
Comments: The leading type of detention continues to be arrests. In 2019, there were 1,893 physical arrests made and force was used 3.7 % of the time. In 2020, there were 1,469 physical arrests made and force was used 4.3% of the time.

Force is used at a significantly higher rate during protective custody incidents when compared to arrests. In 2019, there were 43 protective custody reports filed and force was used 26% (11) of the time. In 2020, there were 36 protective custody reports filed and force was used 50% (18) of the time. There are a multitude of factors that likely contribute to the higher usage of force during protective custody incidents. The largest factor is the unstable nature of the incident and an individual's capacity to fully understand the situation or comply with directives. The training section will continue to train and educate our officers on mental illnesses and de-escalation tactics.

RILEY COUNTY POLICE DEPARTMENT Report Submission

Type of Resistance Encountered by the Officer

The chart depicts the type of resistance a subject displayed during an incident (either towards an RCPD employee or a citizen). A subject may display more than one type of resistance during a single incident and may also display the same type of resistance several times.



*This chart does not reflect the total number of resistances encountered during the year.

*A use of force report is filed if a subject complains of an injury during an encounter. This occurs despite whether a subject presented a level of resistance and/or if an RCPD employee never used force.

Comments: The nature of a suspect's resistance does not appear to be changing significantly over time. The primary level of resistance an officer will face is defensive resistance (e.g., the suspect is trying to escape or defeat an officer's attempt at restraining/detaining them). Officers are trained, if feasible, to gain compliance through verbal discussion/commands prior to using force.

RILEY COUNTY POLICE DEPARTMENT Report Submission

Application of Force:

Every application of force applied during an incident is recorded. Each incident may contain several applications of force (i.e. three separate officers utilize O.C. spray on two individuals fighting. The incident will have three separate applications of force, as each application of force must be reasonable).

Notable Definitions:

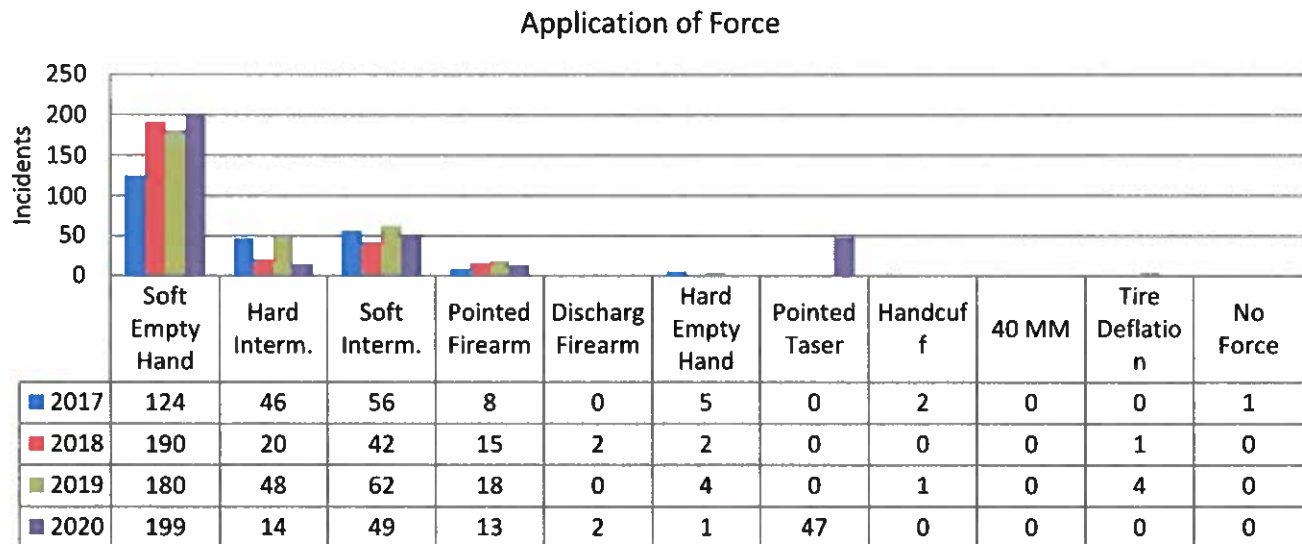
Soft Empty Hand Techniques: Primarily refers to strength, trying to place a suspect's hands behind their back etc. Also refers to attempts to ground or tackle a suspect. Also includes pressure point techniques like digital pressure and wristlocks.

Hard Empty Hand Techniques: Refers predominately to hand or leg strikes.

Soft Intermediate Weapons: Refers to OC, Hobble, and the Restraint Chair used in the jail.

Hard Intermediate Weapons: Refers to use of the baton (for leverage or strikes), Taser, or 40 mm impact munitions.

Handcuffing: Handcuffing refers to incidents where there was no other apparent force used but a complaint was later made indicating an injury.



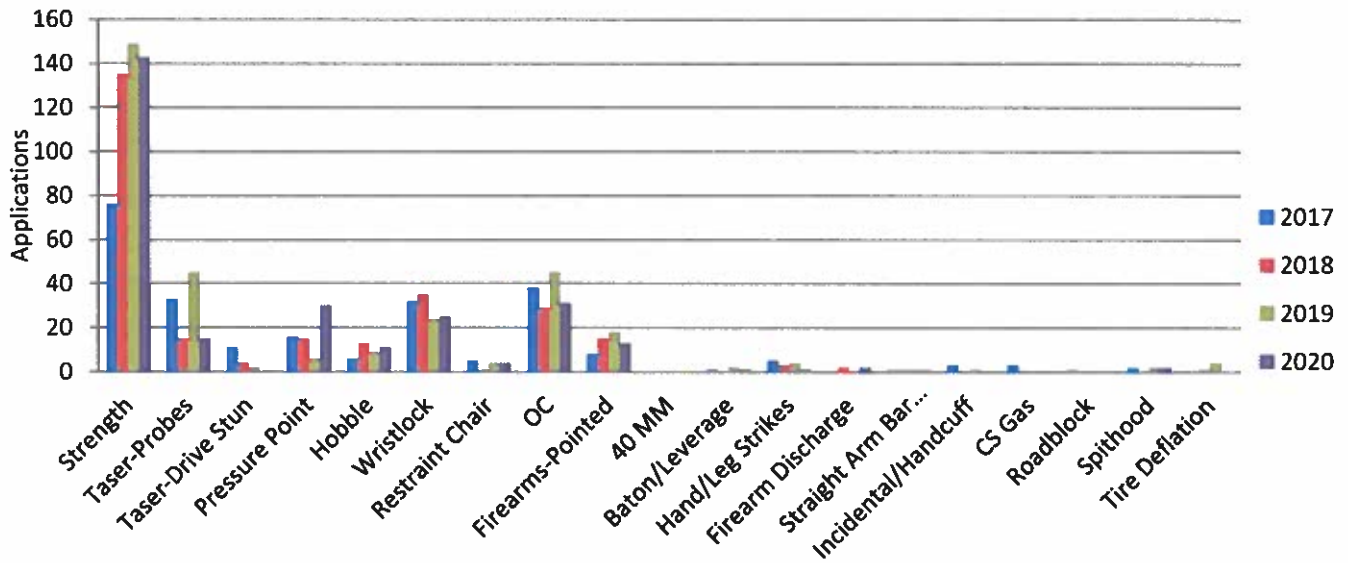
*Data for pointing a Taser at a subject was not fully documented until 2020.

Comments: Soft-empty hand techniques (e.g. strength) are the most common type of force applied by officers. This indicates a majority of the situations an officer is placed in are low-level force incidents and the subject is defensively resistant.

RILEY COUNTY POLICE DEPARTMENT Report Submission

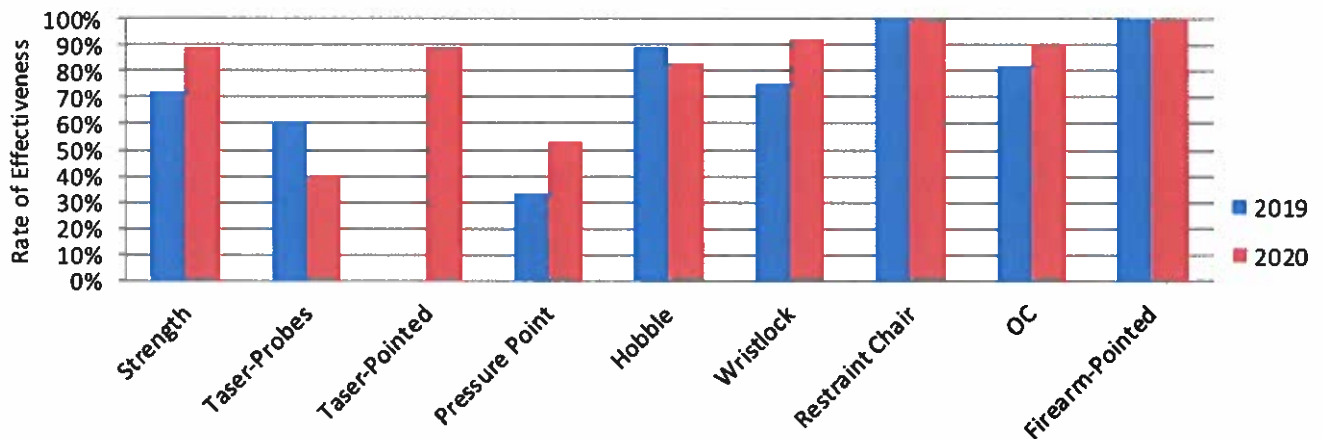
Techniques Used

Our training staff continues to teach the philosophy of using OC spray and/or a Taser to counter resistance after an initial attempt to restrain a subject using strength was unsuccessful (National Institute of Justice report "Police Use of Force, Tasers and other Less-Lethal Weapons" 2011). For this reason, the use of OC spray and Taser remains fairly consistent. Regardless of the techniques that are taught, our number one control technique has remained a "hands on" (strength) approach. The fact strength is our number one technique indicates officers are trying to use the least amount of force necessary to control a situation.



Technique Effectiveness

There are a multitude of factors and variables that determine whether a technique was successful. Each incident may require more than one technique to bring a situation under control. In general, the techniques and equipment we employ are successful and are applied appropriately.



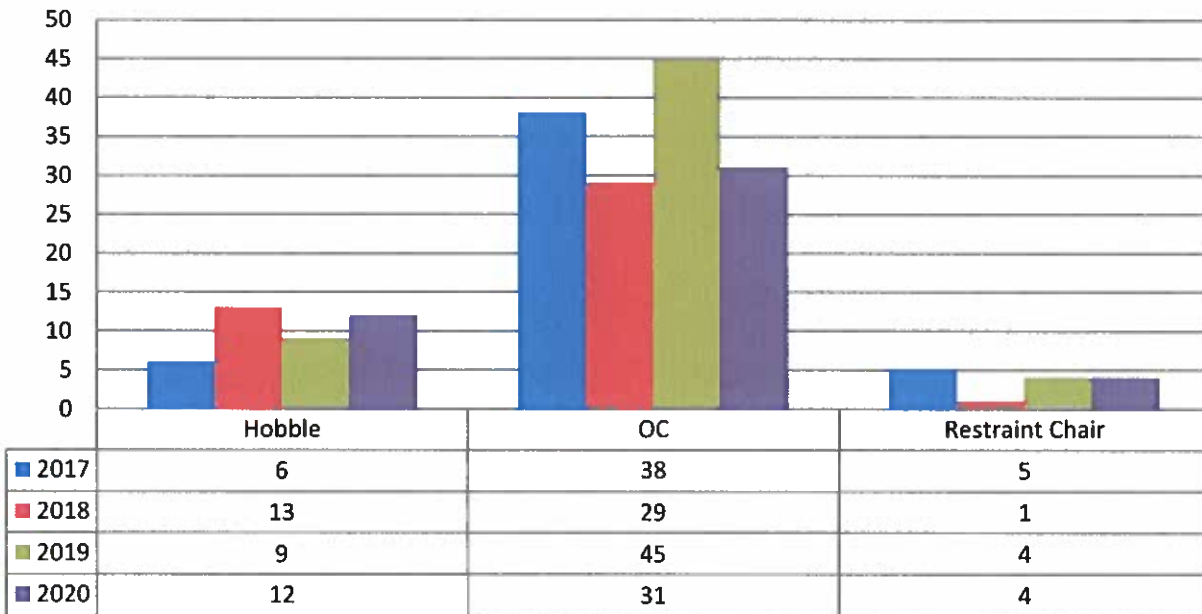
*The pointing of a Taser was not fully documented until 2020.

RILEY COUNTY POLICE DEPARTMENT Report Submission

Most Frequently Used Soft Intermediate Weapons

As noted on the previous chart, the training staff has consistently taught the concept of utilizing OC spray to stop subjects who are actively engaged in a fight. There is less of a chance for subjects to get injured if OC is deployed versus an officer trying to diffuse the fight by physically pulling the subjects apart. OC spray was effective 90% of the time it was deployed.

Soft Intermediate Weapons



RILEY COUNTY POLICE DEPARTMENT Report Submission

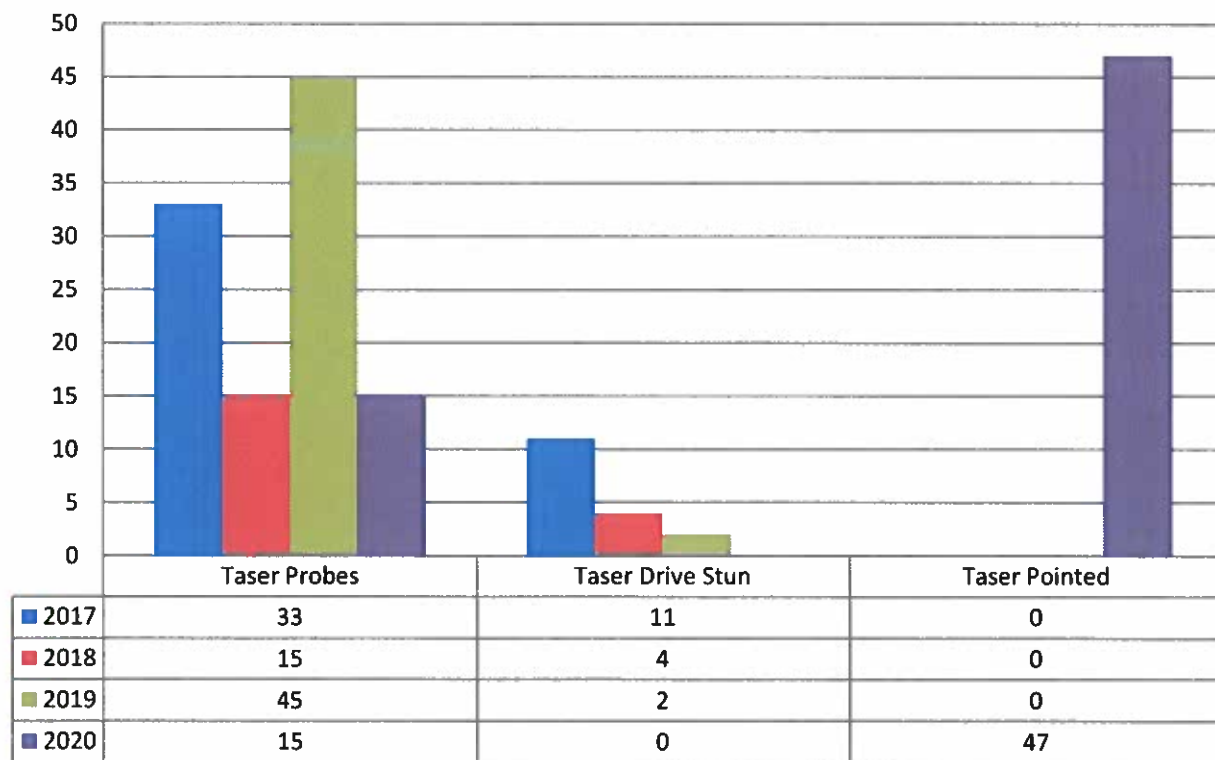
Intermediate Weapons – Taser

The effectiveness rate for a Taser probe deployment was 53% in 2018, 60% in 2019, and 40% in 2020. While it is difficult to determine the exact cause for the reduced effectiveness, it appears a majority of the cases are related to the limitations of the device and were a result of shot placement and/or the fact that one or both of the probes failed to properly adhere to the subject.

The number of drive-stuns has continued to reduce, as there were no recorded drive-stun applications during 2020. The courts have consistently ruled a Taser is not to be used as a tool for pain-compliance. When a Taser is applied using the drive-stun method, there is an increased risk of it being used for pain-compliance. Our Taser instructors have stressed this concept and emphasize that a drive-stun should only be used in rare circumstances.

2020 was the first year we fully documented the pointing of a Taser at a subject as a use of force. Out of the 47 instances where a Taser was pointed at a subject (without deployment), it was 89% effective in gaining compliance.

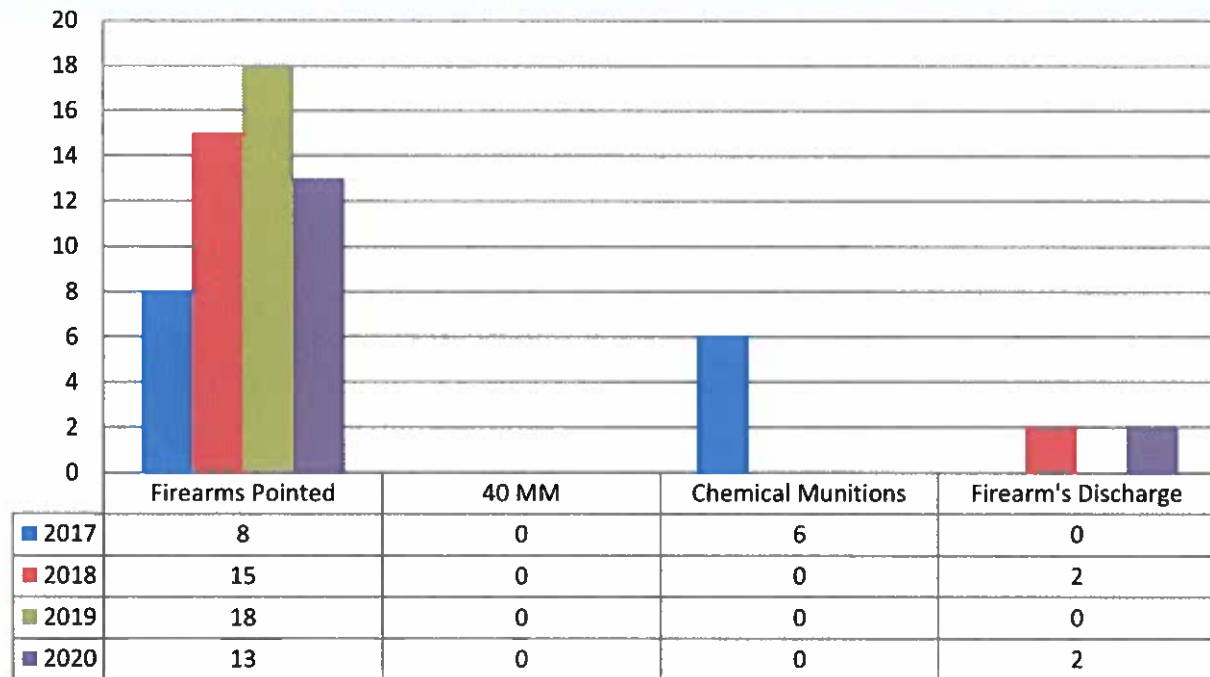
The Taser continues to be a very useful piece of equipment that has shown to reduce the risk of injury to the officer and the subject. The training staff will continue to provide annual training for Taser operators to ensure they are knowledgeable and highly proficient with its operation.



*The pointing of a Taser was not fully documented until 2020.

RILEY COUNTY POLICE DEPARTMENT Report Submission

Lethal & Less Lethal Weapons



Reported Injuries

The most common injuries reported among subjects and employees were minor scrapes, bruising, or joint pain. A total of 218 RCPD employees were involved in 106 use of force incidents in 2020 (some employees were involved in more than one incident). Of those 218 employees, 4.5% reported an injury. Of the 120 subjects/suspects involved in a use of force report, 7.5% reported an injury.

20
21

RILEY COUNTY POLICE DEPARTMENT Report Submission

Trends and Training

RCPD employees are provided instruction on the department's policies, philosophies, and culture regarding use of force on an annual basis. The following areas are some of the topics highlighted during the training:

Biased-Based Policing / Ethics:

The training staff provides biased-based policing and ethics training on an annual basis. The focus of the during the 2020-2021 Training Year was on implicit bias and providing impartial service.

Mental Illness and Substance Abuse:

Our officers frequently encounter individuals with a mental illness or substance abuse problem. In 2019, force was utilized on 125 subjects. Out of those 125 subjects, 25% (31) were reported as having a mental illness and 32% (40) were suspected of being under the influence of alcohol and/or drugs. In 2020, force was utilized on 120 subjects, 26% (31) were reported as having a mental illness and 30% (36) were suspected of being under the influence of alcohol and/or drugs.

To better prepare our employees for these encounters, our training staff regularly provides training on identifying and interacting with subjects whom have a mental illness. In addition to training, the department utilizes mental health professionals (co-responders) to assist officers and provide the appropriate resources for an individual experiencing a mental health crisis.

De-Escalation Techniques:

In training, officers are routinely subjected to scenarios where they have to use de-escalation techniques to solve a problem. The techniques involve calmly talking a suspect into voluntary compliance, transitioning from lethal force to less-lethal force (Taser/OC), and "tactical disengagement" (backing up to maintain distance). The training staff will continue to incorporate de-escalation philosophies and techniques into training for the upcoming year.

Reality-Based Training:

Our department utilizes Reality Based Training to immerse officers into scenarios that will provide them with the experiences and knowledge to appropriately diffuse a wide range of situations.

Due to the Covid-19 pandemic, our annual response to active violence training (typically held at a local school) was cancelled. This training is expected to occur in 2021.

Defensive Tactics:

The nature of resistance has not changed. Officers are still required to counter the most common forms of resistance: Suspect standing and refusing to cooperate with the officer, Suspect is on the ground and will not cooperate with the officer, Suspect is in handcuffs and will not cooperate with the officer, Suspect is actively attacking the officer or another person, and Suspect is trying to gain control of the officer's weapon. I see no need to drastically adjust our Defensive Tactics program at this time; we will continue to focus on training officers to deal with the most likely levels of resistance they will encounter.

Internal Affairs Complaints:

Of the 106 use of force incidents, two incidents were forwarded to the Internal Affairs Office for investigation (one involving Patrol personnel and one involving Corrections personnel). At the conclusion of the investigations, both claims were unfounded.

RILEY COUNTY POLICE DEPARTMENT
Report Submission

Overall Analysis:

When compared to 2019, there was a 6% increase in use of force incidents in 2020. This is a rather marginal increase and I am not concerned our officers or employees are using force when it's unreasonable; as each use of force is analyzed and scrutinized to the highest degree.

For the 2021-2022 Training Year, the training staff will continue to focus on decision-making and good tactics. We will incorporate the use of effective communication, critical thinking, de-escalation, and assessment techniques in every training topic. We will not only provide instruction on how to perform a technique, but more importantly, we will provide an understanding of why and when the technique should be used. This philosophy will increase an officer's ability to evaluate the need for force, and if needed, apply the most appropriate force at the correct time.

The training section will continue to monitor our use of force reports and adjust our training to meet the needs of our employees. We will also research the current and projected trends surrounding law enforcement to provide the most relevant and beneficial training. Please let me know if you would like any clarification or additional information on the material in this report.



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 2nd - May 8th, 2021 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 2nd - May 8th, 2021 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.

Linda L. Morse
Chair of the Riley County Law Board



Proclamation

NATIONAL POLICE WEEK

WHEREAS, the Congress and President of the United States have designated May 9th to May 15th, 2021 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, Linda Morse, Chair of the Riley County Law Enforcement Agency, call upon all citizens of Manhattan and Riley County to observe the week of May 9th through May 15th, 2021, 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 Saturday, May 15th, 2021, 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.

Linda L. Morse
Chair of the Riley County Law Board



Riley County Kansas
JAIL SERVICE AGREEMENT

THIS JAIL SERVICES AGREEMENT ("Agreement") is entered into between Riley County Law Enforcement Agency and Riley County Police Department, a political subdivision of the State of Kansas, hereinafter referred to as the "Facility," and T.W. Vending Inc. d/b/a TurnKey Corrections, hereinafter referred to as "Provider" (each a "Party" and collectively, the "Parties").

WHEREAS, the Facility seeks to enter into an agreement for the provision of certain inmate services and commissary products to its Facility and for the benefit of its inmates; and

WHEREAS, Provider is capable of providing such inmate services and commissary products to the Facility, and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration, which is detailed below, the Facility and Provider agrees as follows:

1. **Effective Date of Agreement.** This Agreement shall be effective on the date where both Parties have signed where indicated on the signature page (the "Effective Date").
2. **Term of Agreement.**
 - (a) Unless otherwise provided herein, the Parties agree that the initial term of this Agreement shall be for a period of four (4) years ("Term"), beginning on the first day of the first full calendar month following the date in which Provider's system becomes operational at the Facility ("Term Initiation Date").
 - (b) As a material consideration for the commissions detailed hereinbelow, Facility grants Provider the right to be the sole and exclusive provider of all of its needs for inmate commissary products and other inmate products/services, including communication (specifically telephone, email, SMS/Text messaging, video visitation, picture mail, MP3/music, educational programming, and tablets/hand held devices) as are available to Facility from Provider, regardless of the package of services initially chosen by the Facility. This provision shall not be interpreted to require Facility to purchase products or services other than those specifically requested by Facility.
3. **Equipment: Scope of Services.**
 - (a) **Equipment:** Provider shall conduct a site visit and determine, based on industry standards and its own best practices, and upon consultation with Facility, the volume of equipment required to be installed at the Facility in order to best provide the Facility and its inmate population with the services selected by the Facility ("Hardware"). Provider shall then install the Hardware and Provider's administrative software, known as the TEAM software system ("TEAM"), at the Facility (the Hardware and TEAM, shall collectively be referred to herein as the "Equipment"). The pricing for the Equipment identified in this Agreement reflects the Hardware package selected by the Facility as of the Effective Date. Provider will install and activate the Equipment prior to the Term Initiation Date without charge to Facility. All recurring prices, expenses and charges to the Facility are as set forth herein, unless this Agreement is modified in accordance with Section 23.
 - (b) **Trust Accounting Software:** If requested by the Facility, Provider shall furnish, install, maintain and update TEAM at the Facility. Provider shall install TEAM on to Facility's systems during the initial training or provide TEAM to the Facility for electronic download. After completing the download, the Facility shall receive an activation link

TurnKey

CORRECTIONS

for the activation of the license. TEAM creates an account for each inmate, into which account money can be deposited ("Trust Account"), and the Facility can use such Trust Account to track issues applicable to and to otherwise interact with each inmate. The use of the Equipment by each inmate shall be affected through such Trust Account.

(c) **Software License:** Upon activation, Provider herewith grants the Facility the non-exclusive, non-transferrable and not sub-licensable right to install, run and use TEAM on Facility's computers within the limits of the scope of use specified in this Agreement. The rights of use granted hereunder shall not include any rights to the source code of TEAM.

- i. The rights of use granted under the Agreement shall be limited in time to the term of this Agreement, or to the time of termination of this Agreement, whichever is earlier.
- ii. Any use of the software exceeding the agreed scope of use is expressly prohibited. The Facility shall use TEAM only in accordance with the provisions of the Agreement and in accordance with laws and regulations applicable to such use. When using TEAM, the Facility shall, in particular, comply with all applicable data protection and export control provisions.
- iii. The rights granted pursuant to this Agreement shall not include and the Facility shall not be entitled to nor shall it allow a third party to (i) attempt to circumvent any technical devices of TEAM that are directed at, or have the effect of, enforcing the terms of the Agreement; (ii) modify or create derivative works, or translate, decompile or create or attempt to create, by reverse engineering or otherwise, its source code or object code of TEAM; (iii) use TEAM under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar marking on any copy of TEAM, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute TEAM or give or provide it to third parties; or (vi) assign, sublicense or otherwise transfer any rights in or to TEAM. Facility recognizes and agrees that there is no adequate remedy at law for a breach of this section, and that such breach would irreparably harm Provider for which monetary damages would not be an adequate remedy, and that, therefore, Provider is entitled, in addition to its other rights and remedies, to equitable relief in the form of an injunction against any or further breach of this limited license.
- iv. As between the Parties, Provider retains all right, title and interest in and to TEAM and in all copies, modifications and derivative works of TEAM including, without limitation, all rights to patent, copyright, trade secret, trademark and other proprietary or intellectual property rights.
- v. Provider may, at its sole discretion, elect to offer updates to TEAM. These releases may contain the correction of errors, security patches as well as minor improvements of functions (e.g. optimizations in the program execution speed). Provider shall have no obligation to provide updates to TEAM. If, however, Provider does elect to provide updates, the Facility shall be obligated to update TEAM as soon as reasonably practicable, so long as no additional charges apply. All rights of use set forth herein applicable to TEAM shall also apply to any updates.
- vi. SPECIFIC AS TO TEAM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PROVIDER OR ITS SUPPLIERS OR AGENTS BE LIABLE TO FACILITY FOR (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS ON

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MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF TEAM.

- vii. Since Provider is not selling TEAM to the Facility, and the functionality of TEAM will cease after the termination of this Agreement, PROVIDER OFFERS NO WARRANTIES TO THE FACILITY AS TO TEAM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS THAT TEAM WILL MEET FACILITY'S REQUIREMENTS OR THAT OPERATION OR USE OF TEAM WILL BE UNINTERRUPTED OR ERROR-FREE. The Parties hereto agree that this Section is meant to waive the applicability of and to otherwise release Provider from any statutory warranty available to the Facility which can be waived. All statutory warranties available to Facility which cannot be waived shall remain in full force and effect.
- viii. Provider strictly complies with applicable data protection law. Non-personal or anonymous data may be collected automatically to improve functionality and the Facility's experience with TEAM. The Facility agrees that Provider owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective as well as marketing or any other purposes. The use by Provider of data generated hereunder is strictly the responsibility of Provider, and Provider shall keep and maintain all such data secure to the highest industry standards.
- ix. The Parties hereto agree that it is not part of TEAM to safeguard an interruption- and latency-free end-to-end connection between different users of TEAM. The Facility acknowledges that TEAM may be unavailable or include latency from time to time due to technical difficulties or due to causes beyond the reasonable control of Provider. Additionally, the Facility acknowledges that the end-to-end connection between different users of TEAM is dependent on the Facility's internet connection as well as the Facility's use of other hardware and software (e.g. Facility management systems, hardware age and sophistication, operating systems), all of which shall not be included in the services provided by Provider and shall likely have an impact on the functionality of TEAM.
 - A. Subject to the foregoing, Provider will use commercially reasonable efforts to maintain operational performance of 99% expected uptime, which is measured over a calendar year, but excludes scheduled and emergency maintenance, issues originating with Provider web-service partners, and performance degradation.
 - B. Standard scheduled maintenance windows are the third Saturday of each month from 2:00 AM to 6:00 AM Central Time, and in general, Provider will make every effort to not perform scheduled maintenance during each available maintenance window. Also, whenever possible, Provider will perform any required emergency maintenance during the calendar day from 1:00 AM to 5:00 AM Central Time. Provider will provide an incident report for major incidents within 72 hours of closure of a material outage.
- x. Facility acknowledges that TEAM and related technical data (collectively "Controlled Technology") are subject to the import and export control and economic sanctions laws of the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where Controlled Technology is imported or re-exported. Facility agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of U.S. law.

(d) Equipment and Service Specifications; Revenue Sharing:

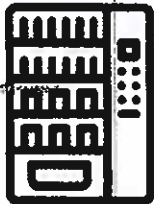
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Inmate Kiosk(s) 	Current inmate kiosk(s) will be installed in the Facility. The kiosks will be compatible with all services offered by the Provider, including commissary ordering, display of account balances, video visitation (both on and off-site), inmate messaging, Inmate e-mail, MP3 / Music, and additional services as available. Cost for kiosk(s) \$0.00. Any additional inmate kiosks are \$2,295 each.
Commissary Delivery 	Provider will package, label, and deliver any commissary orders made over the kiosks or from outside users of Provider's system, and ensure their delivery to the Facility. The commissary orders will be distributed regularly on a mutually agreeable schedule. The Facility will be responsible for inspection and distribution of any such orders.
Lobby Deposit Kiosk(s) 	Current lobby kiosk(s) available for processing all cash and credit card deposits by non-inmates. Credit card deposits made online or at the lobby kiosk will require an \$8.95 convenience fee. Cash deposits at the lobby kiosk will have a \$2.00 convenience fee. If Facility or any other applicable governmental authority places a lien on any Trust Account for any reason, all deposits to such Trust Account shall be allocated seventy percent (70%) as unrestricted cash for such inmate's discretionary use, and thirty percent (30%) to reduce the amount of such lien. Cost for lobby kiosk(s): \$0.00. Any additional lobby deposit kiosks are \$2,295 each.
Booking/Release Station(s) 	Current booking/release station(s) which may include, as requested by the Facility and as available from the Provider, money intake unit, smart (vending) card programmer, credit card reader, debit release card programmer, check printer, and any other requested and available items. Inmate credit/debit card deposits at booking will require an \$8.95 convenience fee. If allowed by the Facility, each inmate shall have the option of using inmate's personal credit card to deposit money onto his/her Trust Account at booking. Facility is responsible for and must adhere to and complete all required processes to complete any such inmate credit/debit card transaction at the time of booking. The limit for any booking credit/debit card transaction by the inmate is \$100. Provider will charge Facility a \$1.00 convenience fee for each debit card issued to inmates at release. Facility can utilize Provider's TEAM software to reduce each released inmate's debit release card net balance by \$1.00. Facility must also abide by all requirements of the card issuer to obtain the inmate's consent in writing to obtain a debit card, must provide a copy of such completed documentation to the card issuer and/or Provider upon request, and must retain such written authorization for the duration prescribed by the card issuer. Cost for required booking/release station(s): \$0.00. Any additional booking/release stations are \$2,295 each.
Video Visitation Station(s):	Current lobby public video visitation station(s). These stations allow the public to visit inmates on Provider's proprietary inmate visitation station. Visits performed from lobby visit stations will incur no charge to the Facility or to the public.

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	Cost for lobby video visitation station(s): \$0.00. Any additional video visitation kiosks are \$2,295 each. Off-Site Video Visitation: Off-site use of Video Visitation is available if the Facility has agreed to provide such service through Provider. Off-site video visits are commenced and paid for by an off-site visitor, or could be paid out of the inmate's Trust Account if prior arrangement is made and agreed to by the inmate. Each visit with an offsite person costs \$0.39 per minute.
Vending Machines 	Vending Machine(s). Cost for each Vending Machine: \$0.00. Any additional vending machines are \$4,995 each.
Inmate Handhelds "Cel-Mate" 	Provider will provide 30 inmate handheld devices to the Facility. Cel-Mate® shall be capable of making phones calls, transmitting SMS texts and emails, video visitation, MP3, kiosk functions, and taking commissary orders. Provider will supply 3 charging stations for the Cel-Mate® devices. Placement of the charging stations shall be at the discretion of the Facility so long as such charging stations are placed in locations secure from the inmate population. Any additional Cel-Mate® devices and charging stations required by the Facility may be subject to additional costs and fees. Device number can increase with increases in ADP. The use of Cel-Mate® requires the installation of a wireless communications system, the cost of the installation of which system shall be borne by Provider unless, given the structural and physical attributes of the Facility, the cost and ongoing expense of such system is unreasonably expensive, in which case Provider and Facility shall negotiate a mutually agreeable sharing of such installation and ongoing expense. The Facility will be responsible for terminating wire at location where wireless routers will be placed.
Inmate Education 	Provider will provide _____ inmate education tablets to the Facility. Provider will provide one charging station for the tablets. Facility will be charged \$0.75/tablet/day, whether the tablets are being used or not. Facility shall rent from Provider all required equipment to make the tablets functional. Payment by the Facility for such equipment and tablets can be taken out of Facility commissions. The parameters and the pricing of the tablet-related equipment shall be set forth in an attached Exhibit A. If wireless equipment is needed, the cost of the installation of the system shall be borne by Provider unless, given the structural and physical attributes of the Facility, the cost and ongoing expense of such system is unreasonably expensive, in which case Provider and Facility shall negotiate a mutually agreeable sharing of such installation and ongoing expense.
Inmate E-Mail/ SMS/Picture Mail Costs	

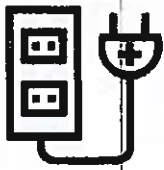
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	Inmates who have outside parties communicating with them via email, text, or picture mail, will be able to respond in-kind to such communications. E-Mail will cost \$0.25 per message sent. SMS will cost \$0.13 per message sent. Picture Mail will cost \$0.25 per picture sent.
Music/MP3 Players and Headphones	MP3 players are made available, as are headphones, for the inmates to listen to music or other pre-approved recorded material. The MP3 players are available through commissary, and the cost of the song download typically runs between \$1.00 - \$3.00, plus license fee and any applicable taxes. Inmates may take the MP3 players with them upon release.
Inmate Telephone Service 	TKC TeleCom LLC, an affiliated company with Provider, provides integrated telephone telecommunications equipment and services which include proprietary (and patented) software capabilities (access, monitoring, recording, and archiving), remote data service processing services, back-office data processing, resale of intra-state and interstate telephone telecommunications, management of relationships with underlying telephone telecommunication carriers and providers, provision and maintenance of related equipment, and help desk functions. For the use of the service, the Facility agrees to pay TKC TeleCom \$0.09 per telephone-minute used. The Facility is able to charge users rates above \$0.09 per minute, but the Facility cannot charge rates above \$0.25 per minute without thirty (30) days prior written notice to the TKC TeleCom. The Facility retains the difference between \$0.09 and whatever amount it charges users per telephone-minute, <u>provided, however</u>, the difference shall be reduced by applicable taxes as calculated based on the total final rate charge to users as determined by the Facility. TKC TeleCom will be responsible for remitting all applicable sales, federal and state telephone telecommunication taxes, with the amount paid for such taxes deducted from the amount paid to the Facility by TKC TeleCom. TKC TeleCom will install kiosks and/or inmate telephones at locations in the Facility at mutually agreed upon locations, using mutually agreed upon equipment and installation pricing. For the above equipment and services to be effective, the Facility must enter into a separate Facility Telephone Telecommunications Agreement with TKC TeleCom.
Phone PIN Sale Automation 	If Inmate Telephone Service is not applicable, Provider will provide the Facility with the ability to automate the sale of phone cards from Facility's phone provider. Provider will provide this service free of charge for the first 30 days. If the Facility wishes to continue to use this feature after the initial 30 days, Provider shall receive 10% of gross sales from the sale of phone cards, such amount to be paid out of the Facility's commission.

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Other features available 	The Facility will be able to use all features offered by the Provider, including mail scan, paperless kites, law library, attorney and bond agency directory, Inmate handbook, PREA automation, and other features. Provider has partnered with FastCase® for law library access, with a cost to the Facility of \$1.00 per inmate monthly ADP, calculated over the course of each month using its average daily population. Riley county is agreeing to FastCase law library Initial <u>7/23</u> . TKC will include mail scan feature at no additional charge for renewal.
Installation Costs 	Provider does not charge the Facility for the initial installation. Facility is responsible for providing electrical and data connections.
Commission Rate	Unless a different rate is expressly stated for specific sales or services, the Facility will earn a commissary commission rate of 32% of gross commissary sales (net of sales taxes) and a communication commission rate of 32% of gross Inmate E-Mail/SMS/Video Visitation/Picture Mail/MP3 Costs sales (net of sales tax) beginning on the 1st day of the month after the Term Initiation Date through the end of the Initial Term, and any renewals, of this Agreement.
Synopsis	Check all that apply: ☒ Booking Stations ☒ Lobby Kiosks ☒ Video Visitation ☒ Inmate Kiosks ☒ Text/Email ☒ Cel-Mate® ☒ FastCase® Law Library ☐ Inmate Education (attach Exhibit A) ☒ Check Printer ☐ Lobby Phones ☒ Commissary ☒ Inmate Phone ☒ Picture Mail ☒ Mail Scan ☒ MP3 Players ☐ Vending Machines

(e) Additional Requirements:

- i. **Equipment Ownership:** All Equipment is and remains owned exclusively by Provider. Provider shall maintain installed Equipment within the service standards outlined within this Agreement, and, so long as all terms and conditions set forth herein are fully satisfied, shall remove such Equipment at the termination of the business relationship between Provider and Facility, all at no cost to the Facility.
- ii. **Credit/Debit Card Processing:** Amounts deposited into the Trust Accounts via credit/debit cards are available for use by the applicable inmate. If any amount so deposited is disputed by the card holder, and if allowed under law and if the funds remain available, such disputed deposit shall be deducted from the applicable inmate's Trust Account. TEAM should also allow the Facility to track any inmate who returns to the Facility after discharge and to collect any deficiency from any new amounts deposited into the inmate's Trust Account incurred during the previous incarceration.
 - A. Provider does not warrant that credit/debit card processing will be error free. While Provider acknowledges that it is responsible for the actions of its processor, any errors in the use of any credit or debit card shall be and shall remain the responsibility of the card holder.
 - B. Neither Party shall impose any surcharge or similar fee on any transaction that would violate any applicable credit card network rule or applicable law. In cases where Provider's banking or

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financial partners or similar service providers, impose changes in processing costs payable by Provider, Provider reserves the right to modify transaction processing fees to reflect such changes and to charge such additional costs to system users. Provider also reserves the right to change processors at any time and at its sole discretion.

- iii. **Commissary:** All Facility commissary products shall be supplied exclusively by Provider, and Facility shall not accept commissary products from any other vendor during the term of this Agreement.
- iv. **Delivery and Support:** Provider shall deliver, or cause to be delivered, commissary orders to Facility on a mutually agreeable schedule. If Facility also has vending machines available to its inmates, which vending machines are provided hereunder by Provider, Provider shall fill such machines on such regular intervals as are mutually agreed upon by the Facility.
- v. **Facility Systems and Cooperation:** If the Facility requests that Provider interface with Facility's systems and/or with any third-party service provider(s), then the Facility shall provide access to the necessary technical information and specifications of its systems in order for Provider to be able to interface with the Facility systems and with any such third-party service provider(s). Such technical information shall include, at a minimum, contact information for relevant Facility and service provider personnel, and a general description of the intended interface. Technical information should also include application programming interface (API) specifications and documentation, network service endpoint URI's, and authentication credentials. Only if Provider has an existing interface with the Facility's service provider(s) shall this requirement be waived, and then only at Provider's sole discretion. In addition, the Facility shall provide any technical specifications required for the introduction of any new TEAM features and/or Provider services as they are introduced and/or agreed to by the Facility. Such technical information should include, at a minimum, detailed descriptions of intended operations of the requested feature(s), and any additional required Facility and/or service provider contact information necessary to implement such new feature(s). Best practices require technical information to include flow charts, technical drawings, and/or screenshots of similar features in other software applications. All such systems and contact information shall be submitted by the Facility to the Provider within thirty (30) days of the Effective Date. The failure of Facility to provide the required technical and contact information will slow the integration and onset of Provider's services, will impact commission rates, will result in diminished service capabilities by Provider, and may be considered a breach of this Agreement by Provider.

(f) System Features:

i. Video Visitation:

- A. All visits are recorded. Visits are recorded in real time audio and four frames per second on video. Facility has 24/7/365 access to all recordings on Provider's web-based system. Although recordings are maintained on Provider's servers, which servers are not on Facility premises, the recordings are property of the Facility, and Provider shall provide Facility with a disk of copies of the recordings upon request at no cost. All recordings are maintained on Provider's servers for 90 days. The Facility will be notified prior to the deletion of any recordings.
- B. It is the responsibility of the Facility to monitor the visits. Monitoring allows for visits to be terminated immediately for inappropriate conduct. Visits constituting attorney-client communications, or other legally privileged communications, can be eliminated from monitoring.
- C. The Facility will determine, at its sole discretion, which inmates are eligible to use the system, the visiting hours, and the parameters necessary for visitors to be approved and allowed to schedule a visit.

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- D. Visitors, inmates, groups, and pods can all be tagged for real-time review by outside agencies and the Facility's administration.
- E. Privileges may be revoked or suspended at any time for any reason for any user.
- ii. **Inmate Email/Text/Picture Mail:**
 - A. Can be sent both internally and externally, after inmate makes contact with his loved ones.
 - B. Ability to send and receive can be blocked for internal and external parties for any reason at any time.
 - C. Screening system is in place to identify and block inappropriate words/pictures, which system is designed to alert the Facility to the presence of such inappropriate words/images, thereby allowing the Facility to terminate the visit, or to address the issue with the inmate and/or outside user.
 - D. Material can be sent to administrative queue for review before delivery to internal or external parties, or can be scored through an algorithm. Low score material can be delivered directly to the inmate or external party, or routed to a queue for review if above a score threshold. The score threshold can be set by the Facility. Material constituting attorney-client communications can be eliminated from monitoring.
 - E. All material is saved and kept for the term of the Agreement plus two years.
 - F. All material is sent and delivered electronically, eliminating the need for paper.
 - G. Inmates can request print of picture for added fee.
 - H. Indigent credit programs are available to dramatically reduce indigent expense.
 - I. All material remains the property of the Facility.
- iii. **Account Management:**
 - A. Easy-to-use interface walks Facility staff through account creation (booking) and account close (release) processes.
 - B. Track general inmate information including name, inmate number / criminal history number, unit number, language, status, and audit information (user and date/time stamp of record creation and last time the account was altered). Other inmate information may be stored on the system allowing Facility to streamline inmate interaction.
 - C. Search for accounts based on any combination of the following: inmate number, first/middle/last name, unit number, language, status, account group and sound-ex searches.
- iv. **Reports:**
 - A. Customization available.
 - B. Automatically generates account balance summary, deposit transactions, cash-in transactions, system balance, transaction history, refund transactions, check register, voided checks, daily balance, daily shift, inmate deposits, inmate detail, inactive accounts, closed accounts, event log, kiosk status, site charge detail, site charge grouping reports, and various additional reports.
 - C. Export reports to Adobe Acrobat, Microsoft Excel, CSV, HTML, and Comma Delineated.
- v. **Equipment Maintenance:**

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- A. Provider shall furnish, install, maintain, and repair/replace, as necessary, all Equipment. Provider is responsible for any security devices or software it deems necessary to protect hardware, software, and data from unauthorized access or disclosure. Provider agrees to keep all Equipment in good order and operating condition. Provider maintains 24/7/365 customer service. It is the goal of Provider to respond to service requests within 2 hours of requests, to resolve such requests on a priority basis, and to provide an action plan within 48 hours for issues that cannot be immediately addressed. It is also the goal of Provider to respond to Equipment failures within 48 hours of written notice being delivered to Provider. Provider shall not be held accountable, however, for delays in response caused directly or indirectly by strikes, accidents, fire, flood, unseasonable weather, war, riot, civil unrest, government closure, pandemic, supply chain disruptions, acts of God, or other causes beyond the reasonable control of Provider.
- B. Facility agrees to provide:
 - 1) Power (typically 110v AC);
 - 2) CAT 5 network cabling from and to areas as specified by the Provider; and
 - 3) Dedicated, exclusive internet service, unless the selected product mix requires the installation and maintenance of such systems by Provider.
- C. Provider agrees to train Facility staff in TEAM and account reporting as needed, and to "train the trainer." It is mutually agreed that Facility staff will learn and apply procedures that allow Provider's services to be effectively implemented and operated within the Facility.
- D. Provider agrees to endeavor to help the Facility create customized Trust Account reports, which reports may be used for tracking, bookkeeping, auditing purposes, or other related training.
- E. The Parties agree to cooperate and perform all tasks necessary and desirable in order to implement the services contemplated by this Agreement. To the extent there is any ambiguity as to the nature or scope of services to be provided by Provider under this Agreement, the Parties will cooperate in good faith to agree upon the precise nature and scope of such services. If the Parties are unable to reach such agreement within sixty (60) days of the execution of this Agreement, then Provider may elect either (a) to exercise its commercially reasonable efforts to provide the service as requested by the Facility; or (b) to terminate the Agreement upon providing ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination.

(g) **Tampering:** Facility agrees that it is responsible for physical security of all Equipment after delivery and installation, and shall immediately notify Provider of any evidence of tampering, damage, the presence of foreign physical devices, any other abuse, misuse or theft of the Equipment. The Facility shall not modify, alter, install or attach, or permit to be modified, altered, installed or attached, on or to the Equipment, or on or to any software, code, without the express written agreement of Provider. If the Facility becomes aware that any Equipment or attendant software has been modified or tampered with, it shall immediately notify Provider, and Provider shall then have the option to disable such Equipment until such time as it can be replaced or removed. Payment for such replacement or removal shall be in accordance with the terms set forth herein.

4. Changes in Features, Fees and/or Prices.

(a) During the term of this Agreement, economic conditions may dictate that prices for commissary products be adjusted. Facility acknowledges and agrees to any such price adjustments so long as Provider communicates all price adjustments to Facility in writing at least 15 days prior to any price adjustments taking effect. Provider agrees not to adjust commissary product prices more than three (3) times annually.

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(b) In addition to adjustment of commissary product prices, economic conditions may require Provider to adjust its fees under this Agreement. Provider will communicate all fee adjustments to Facility verbally and in writing at least 30 days prior to such fee adjustment taking effect. So long as practical, Provider agrees not to adjust fees more than once annually.

(c) Provider may provide "care packages" to inmates when they are booked into the Facility at a price agreed upon by both Parties based on item requirements.

(d) Provider agrees that it will offer the features in this Agreement accepted by the Facility for the full term of the Agreement, provided, however, that in the event that a feature offered by Provider becomes the subject of a dispute or legal action, Provider has the right to stop providing such feature to the Facility without being considered in breach of this Agreement.

5. Compensation and Terms of Payment. Invoices for payment of Provider's services shall be submitted monthly to the Facility, and in such detail as to allow Facility to review inmate and other activity. All such invoices shall be sent to the Facility's authorized agent. Payments to Provider shall be made within 45 to 60 days after receipt of the invoices. Provider acknowledges that Facility is a governmental entity whose financial approval process may require up to 45 to 60 days in order to pay invoices.

6. Condition of Payment. Should Provider's provision of services under this Agreement be found to violate applicable federal, state, or local laws, the Facility may withhold payment until Provider becomes compliant with all such laws; provided, however, that Provider shall be entitled to terminate this Agreement ninety (90) days after written notice is provided if it cannot become compliant and/or if the Facility withholds any payment due for any reason for more than sixty (60) days.

7. Authorized Agents; Notices.

(a) The Facility shall appoint an authorized agent for the purpose of administration of this Agreement. Authorized agents for the Provider are:

Dewey Wahlin, President
Phone: 651-261-7158
deweyw@tkc32m.com

Eric Bloms, IT Information
Phone: 715-636-0411
ericb@turnkeycorrections.com

(b) The address of Provider is:

TurnKey Corrections
3329 Casey Street
River Falls, WI 54022
Attn: Legal

(c) Any notices required under this Agreement shall be in writing, delivered by enclosing the same in a sealed envelope, postage prepaid, via regular first-class mail, and deposited in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein or to the authorized agent of the Facility, as applicable.



8. **County and State Audit.** Pursuant to the laws of the State of Kansas, the books and records of Provider arising from and pertaining strictly to the services provided under this Agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Provider for a minimum of six (6) years following termination of this Agreement. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Facility. Such extension expires when the administrative or judicial action is completed or when the authorized agent of the Facility notifies Provider in writing that the records no longer need to be kept.

9. **Indemnity; Limitation of Liability.**

(a) Each Party hereby agrees to defend, indemnify, and hold the other, and their respective employees and officials, harmless from any third-party claims, demands, actions or causes of action, including attorneys' fees and expenses arising therefrom, alleging or related to the gross negligence or intentional wrongdoing by such indemnifying Party, or its subcontractors, agents or employees, in the performance obligations set forth in this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, REGARDLESS OF THE BASIS OR GROUND OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER. Should Provider be liable to Facility under this Agreement for any amount that is not excluded under the preceding sentence, or if such exclusion of liability is not valid or enforceable under applicable law, the liability of Provider shall, in the aggregate, not exceed the total amount paid to and received by the Provider under this Agreement during the 12-month period immediately preceding the event giving rise to such liability.

(b) The sole and exclusive remedy for each Party with respect to any and all third-party claims shall be pursuant to the indemnification provision set forth in this Section 9. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action (other than claims of, or causes of action arising from, actual fraud) it may have against the other Party arising under or based upon any federal, state, local or otherwise applicable law.

i. **Inmate Complaints** Facility agrees to assist Provider in resolving complaints or claims by inmates against Provider arising out of and during the course of this Agreement, provided that such claim does not potentially implicate the liability of the Facility. Specific as to any claim pertaining to the delivery of a defective product, such claim shall be solely satisfied through the provision of a non-defective product of the same or similar nature.

10. **Insurance.**

(a) Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval by the Facility and shall be maintained by Provider throughout the term of this Agreement.

i. **Workers' Compensation**

A. **State: Statutory**

B. **Employer's Liability with minimum limits of:**

Bodily Injury by Accident:	\$100,000 each Accident
Bodily Injury by Disease:	\$100,000 each Employee
Bodily Injury by Disease:	\$500,000 policy limit

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C. Benefits required by union labor contracts: as applicable

ii. Commercial General Liability

\$2,000,000 Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Occurrence

\$ 100,000 Fire Damage Limit

\$ 10,000 Medical Expense

iii. Commercial Auto Liability

\$1,000,000 per occurrence

iv. Proof of Insurance

Certificates of insurance evidencing the above coverages in the required amounts shall be submitted to the Facility upon its request. The certificates shall name the Facility as an additional insured. Provider further agrees that it shall not be modify or cancel its insurance except upon thirty (30) days' written notice to the Facility. Facility's failure to require or insist upon the certificate or other evidence of insurance does not affect Provider's responsibility to comply with this Section.

11. Subcontracts. Provider shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of the Facility. Provider shall ensure and require that any subcontractor agrees to and complies with the terms of this Agreement. Any subcontractor of Provider used to perform any portion of this Agreement shall report to and invoice Provider directly. Provider shall be solely responsible for the performance or nonperformance of any such subcontractor.

12. Force Majeure. The Parties hereto agree that Provider shall not be liable for any delay or inability to perform any provision within this Agreement caused directly or indirectly by strikes, accidents, fire, flood, unseasonable weather, war, riot, civil unrest, government closure, pandemic, supply chain disruptions, acts of God, or other causes beyond the reasonable control of Provider.

13. Data Practices.

(a) Provider, its agents, employees, and any subcontractors of Provider providing services under this Agreement, agree to abide by the laws and regulations of State of Kansas regarding data privacy. Provider agrees to indemnify and hold the Facility, its officers, and employees harmless from any claims resulting from Provider's unlawful disclosure of data protected under such state's laws.

(b) Unless otherwise provided for herein, Facility owns all right, title and interest in the data generated by the users of Provider's systems at the Facility.

14. Access to Premises. The Facility shall arrange access to work sites for Provider as necessary for the purpose of performing the work described in this Agreement. Provider agrees and understands only persons authorized by the Facility may have access to the Facility, and Provider shall provide, at its expense, such verification as is necessary to allow the Facility to approve such access for such persons.

TurnKey

CORRECTIONS

15. Independent Contractor Relationship. It is agreed that nothing contained in this Agreement is intended to or should be construed as creating the relationship of a partnership, a joint venture, or an association between the Facility and Provider. Provider is an independent contractor to the Facility and neither it nor its employees, agents, subcontractors, or representatives, shall be considered employees, agents, or representatives of the Facility for any purpose. Except as otherwise provided herein, Provider shall maintain, in all respects, control over the means and process by which this Agreement is performed. The Facility shall not deduct from the amounts due to Provider any federal income tax, FICA payments, state income tax, or any other amounts associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes out of the amounts paid to Provider by the Facility are the sole responsibility of Provider.
16. Dispute Resolution and Governing Law.
- (a) This Agreement, the validity, construction and enforcement of which, shall be governed by and construed in accordance with the laws of the State of Kansas without regard to any conflicts of law rules that would result in the application of the law of any other jurisdiction. The Parties agree that any matter not able to be resolved through the dispute resolution mechanism set forth below shall be resolved exclusively according to Kansas law, but in the state district court of Riley County, Kansas, and the Parties each agree to submit to personal jurisdiction therein.
- (b) The Parties hereto agree that they shall first attempt to resolve any disputes arising hereunder through communication by and between the respective teams at each Party responsible for the respective obligations set forth herein. Should such communication fail, and in the absence of governmental regulations to the contrary, the Parties hereto agree to resolve disputes through the use of binding arbitration. The Parties agree to the use of the American Arbitration Association, and to its rules then in force at the time the dispute arises. Venue for the arbitration shall be in a forum convenient to the Facility, and the panel for the arbitration shall consist of three (3) members. Each Party hereto shall select one (1) member of the panel, and the two (2) selected panel members shall select the third (3rd) member of the panel. The decision of the arbitrators need not be unanimous, but it shall be binding. Among the determinations to be made by the arbitrators is the division or allocation of the fees and costs incurred by each Party, both as and for attorneys' fees and costs, and as and for the costs and fees of the panelists. The decision of the arbitration panel shall be final and shall be entered into a court of competent jurisdiction, and shall be a binding obligation of the Parties hereto.
17. Termination. Should a Party assert that the other Party has failed to comply with an obligation contained in this Agreement, the complaining Party shall provide notice in writing to the breaching Party. Such notice shall describe the specific breach and provide a reasonable plan of corrective action to cure the alleged breach. If the Parties do not agree upon and implement a mutually-acceptable cure of the alleged breach within sixty (60) days, then either Party may terminate the Agreement upon an additional ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination, and shall not affect the ability of the non-complaining party to claim that the alleged breach was without merit and to thereby pursue all remedies available hereunder and at law.
18. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and each of their successors, assigns, and legal representatives, and affiliates. Provider reserves the right to assign, sublet, or transfer any interest in this Agreement without the prior written consent of the Facility.
19. Equal Employment; Employment Verification.

TurnKey

CORRECTIONS

(a) In connection with the provision of services contemplated under this Agreement, Provider agrees to comply with the applicable provisions of state and Federal equal employment opportunity and nondiscrimination statutes and regulations.

(b) In accordance with Federal and local laws, Provider warrants that it has registered with and uses a federal immigration verification system to determine the work eligibility status of employees performing services at the Facility.

20. Amendment. The Parties agree that no amendment or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and signed by the respective authorized representative of each party.
21. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected, and shall remain as valid and binding upon the Parties unless such invalidity would cause the Agreement to fail of its intended purpose. The waiver by any Party of any breach of this Agreement shall not operate or be construed as a release of any claim arising therefrom, or of a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Agreement.
22. Government Immunity. The terms of this Agreement do not affect any applicable constitutional or statutory governmental immunity available to the Facility.
23. Non-appropriation of Funds. The continuation of this Agreement beyond the term of one year is contingent upon the appropriation of funds by the funding agencies of RCPD. If those funding agencies fail to appropriate sufficient monies to provide for the continuation of the Agreement, the Agreement shall be deemed terminated on the date of the beginning of the first fiscal year for which funds have not been appropriated, and thereafter no additional payments shall be due or owing.
24. The Riley County Police Department is a governmental entity within the State of Kansas and therefore subject to Kansas Open Records Act requests to include disclosure of this agreement. Compliance with open records laws does not represent a breach of the terms of this contract.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

RILEY COUNTY LAW ENFORCEMENT AGENCY, KANSAS

Riley County Police Department

By: _____

By: James P. Butler

Date _____, 20__

Date MARCH 18, 2021

TURNKEY CORRECTIONS

By: [Signature]

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JAIL SERVICE AGREEMENT (REV. 6/2020)

Attachment: 04-19-21 law board packet (9884 : Law Board Meeting Agenda)



TIM WESTBY, CFO

Date March 23, 2024

Attachment: 04-19-21 law board packet (9884 : Law Board Meeting Agenda)

How To Register



Visit RileyCountyPolice.org/safecam

- ✓ Enter your contact information
- ✓ Provide basic information about the location, direction, retention and recording quality of your cameras.
- ✓ You will only be contacted if your video is needed following a crime in your area.



Join the new neighborhood watch through Ring.

Receive real-time crime and safety alerts from your neighbors and local law enforcement. Know when and where crime happens in your community. Share updates to keep you and your neighbors safe.

Download the Ring Neighbors App at: ring.com/gettheapp

RILEY COUNTY POLICE
(785) 537-2112



RILEY COUNTY
POLICE DEPARTMENT



75.
**WEBSITE
FORM**



www.RileyCountyPolice.org/safecam

If you need help registering or have any questions about the program, please contact us and we will help you. There is no fee to participate. Your information will be kept confidential. You can unsubscribe from the program at any time.

**SAFE
CAM**
Community Watch Program

You Can Help Solve Crime



Video cameras are an invaluable tool helping to detect and apprehend criminals. We are partnering with citizens and local businesses through Safe Cam. The program creates a secure, private mapping of locations of cameras so our police officers can quickly contact you if your camera may have captured footage related to a crime.

CRIME REDUCTION

You Decide the Access



- ✗ Safe Cam is not active video monitoring
- ✓ If a crime occurs, we will review our registered video map
- ✓ If a camera is registered near the crime area, we will contact the owner and request access to the footage
- ✓ You decide what access we have to the video

HELP US HELP OTHERS

A Safer Community, Together



Our relationship with the community is vital to our ability to reduce crime and improve the quality of life for people in Riley County. The safety of our county is dependent on our ability to work together. Sir Robert Peel said, "...the police are the public and the public are the police." Through Safe Cam citizens are able to join us on our mission to make Riley County a safe place to live, work and call home.

CITIZEN CONTRIBUTION



2022 Budget Presentation

Director Dennis P. Butler
RCPD Captains

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

- tt

"To reduce Crime and Improve the quality of life for the citizens we serve"

Mission Statement



Minimize the financial and social cost of public safety

Strategic Goal #1



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Maintain a Safe and Secure Community

Strategic Goal #2



Promote Legitimacy in the Eyes of the Public

Strategic Goal #3



Create a Culture of Service Throughout the Organization

Strategic Goal #4



Needs Assessment

- Staff Meeting: 14 Needs identified.
 - Steps
 - COLA
 - Payroll technician
 - Court screener
 - Training budget
 - Metal detectors (Jail)
 - Jail Cook
 - License Plate Readers
 - Cell phones in patrol cars
 - Online reporting
 - Spillman Touch
 - Temperature scanners
 - X-ray machine (Jail)
 - Underfunding



Needs Assessment

- Staff Meeting: 7 Needs remain.
 - Steps
 - COLA
 - Payroll technician
 - Court screener
 - Training budget
 - ~~Metal detectors (Jail)~~
 - Jail Cook
 - ~~License Plate Readers~~
 - ~~Cell phones in patrol cars~~
 - ~~Online reporting~~
 - ~~Spillman Touch~~
 - ~~Temperature scanners~~
 - ~~X-ray machine (Jail)~~
 - Underfunding



Needs Assessment

- Removed \$114K+ from consideration
 - One-time expenditures
 - More development



8/10.

Today's Agenda

- Approach to Budget
- 2020-2021 Base Adjustments
- Item A: COLA
- Item B (1): Part-time to full-time Finance/Payroll Technician
- Item B (2): Full-time Payroll Technician
- Item C: Training Budget
- Item D: Jail Cook
- Item E: Court Security Screener
- Item F: Underfunding - Insurance





Approach to Budget

Captain Josh Kyle

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

Begin with Personnel

- 85% of budget
- Establish base change from 2021 to 2022
- Present needs for 2022
- Lock-in budget numbers
- Possibly address non-personnel accounts



Underfunding

- Several accounts are underfunded
- Eighteen (18) accounts totaling approximately \$659K.
- Rely on unused personnel funds
- Average of \$924K over last three years



90.

For Example:



	Patrol Personnel	Corrections Personnel	Dispatchers	Total
Authorized	88	51	24	
Vacant	1	9	2	12
In Training	6	3	2	
Total Available*	81	39	20	
Additional Info:		1 Military Leave	1 Part-time, Filling In	
*As of 3/5/2021				



Proper Funding

- Closer monitoring of accounts
- Announce if unexpended personnel funds are needed
- Approach Law Board with end-of-year spending
- It's a process & proper funding will take several years





2020-2021 Base Adjustments

Captain Josh Kyle

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

Base Adjustment

\$22,193,453
2021 Approved Budget

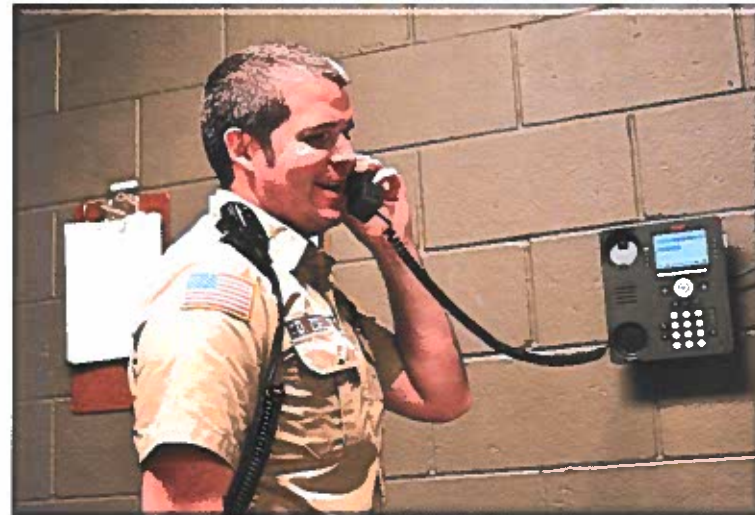
2021 Budget*

Approved

Full Time Salaries	\$13,401,286
Part Time Salaries	125,000
Overtime	471,762
Total Salaries & OT	\$13,998,048
KPF	\$1,864,647
KPERS	564,141
FICA	559,569
Health Insurance	1,537,150
Workers Comp.	300,000
Unemployment	13,998
Total Benefits	\$4,839,505

Total Personnel **\$18,837,553**

**Personnel Budget Only*



Base Adjustment

\$22,193,453
2021 Approved Budget

	2021 Budget*	Turnover
	Approved	
Full Time Salaries	\$13,401,286	(\$62,464)
Part Time Salaries	125,000	
Overtime	471,762	
Total Salaries & OT	\$13,998,048	(\$62,464)
KPF	\$1,864,647	(\$12,564)
KPERS	564,141	11,059
FICA	559,569	82
Health Insurance	1,537,150	
Workers Comp.	300,000	
Unemployment	13,998	(62)
Total Benefits	\$4,839,505	(\$1,485)
Total Personnel	\$18,837,553	(\$63,950)
*Personnel Budget Only		-0.29%



Base Adjustment

\$22,193,453
2021 Approved Budget

	2021 Budget*	Turnover	Benefit Changes
	Approved		
Full Time Salaries	\$13,401,286	(\$62,464)	
Part Time Salaries	125,000		
Overtime	471,762		
Total Salaries & OT	\$13,998,048	(\$62,464)	\$0
KPF	\$1,864,647	(\$12,564)	\$20,966
KPERS	564,141	11,059	
FICA	559,569	82	
Health Insurance	1,537,150		
Workers Comp.	300,000		80,000
Unemployment	13,998	(62)	
Total Benefits	\$4,839,505	(\$1,485)	\$100,966
Total Personnel	\$18,837,553	(\$63,950)	\$100,966
*Personnel Budget Only		-0.29%	0.45%



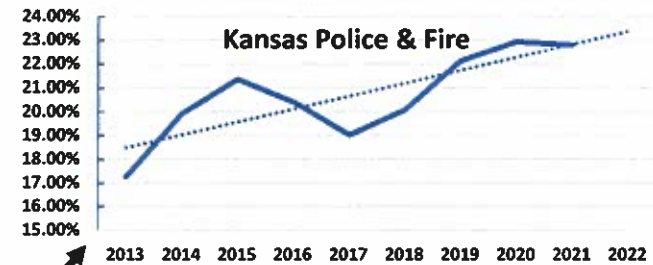
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96.

Base Adjustment

\$22,193,453
2021 Approved Budget

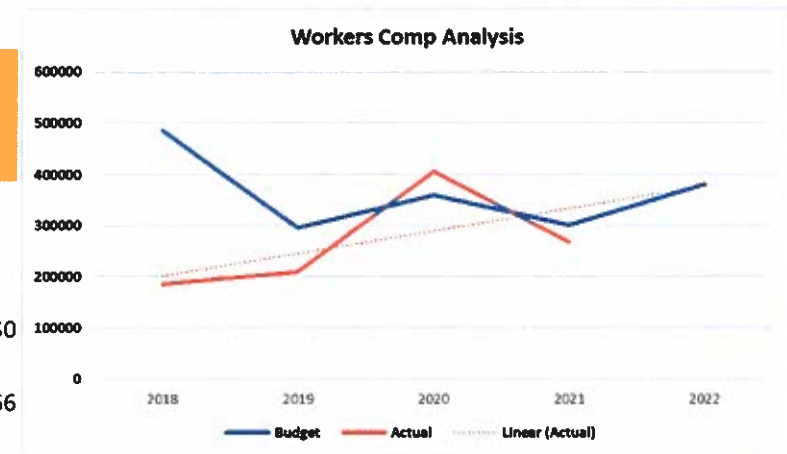
	2021 Budget*	Turnover	Benefit Changes
	Approved		
Full Time Salaries	\$13,401,286	(\$62,464)	
Part Time Salaries	125,000		
Overtime	471,762		
Total Salaries & OT	\$13,998,048	(\$62,464)	\$0
KPF	\$1,864,647	(\$12,564)	\$20,966
KPERS	564,141	11,059	
FICA	559,569	82	
Health Insurance	1,537,150		
Workers Comp.	300,000		80,000
Unemployment	13,998	(62)	
Total Benefits	\$4,839,505	(\$1,485)	\$100,966
Total Personnel	\$18,837,553	(\$63,950)	\$100,966
*Personnel Budget Only		-0.29%	0.45%



Base Adjustment

\$22,193,453
2021 Approved Budget

	2021 Budget*	Turnover	Benefit Changes
	Approved		
Full Time Salaries	\$13,401,286	(\$62,464)	
Part Time Salaries	125,000		
Overtime	471,762		
Total Salaries & OT	\$13,998,048	(\$62,464)	\$0
KPF	\$1,864,647	(\$12,564)	\$20,966
KPERS	564,141	11,059	
FICA	559,569	82	
Health Insurance	1,537,150		
Workers Comp.	300,000		80,000
Unemployment	13,998	(62)	
Total Benefits	\$4,839,505	(\$1,485)	\$100,966
Total Personnel	\$18,837,553	(\$63,950)	\$100,966
*Personnel Budget Only		-0.29%	0.45%



47.

Base Adjustment

\$22,193,453
2021 Approved Budget

	2021 Budget*	Turnover	Benefit Changes	Steps & Longevity Pay
	Approved			
Full Time Salaries	\$13,401,286	(\$62,464)		\$134,924
Part Time Salaries	125,000			
Overtime	471,762			
Total Salaries & OT	\$13,998,048	(\$62,464)	\$0	\$134,924
KPF	\$1,864,647	(\$12,564)	\$20,966	\$10,015
KPERS	564,141	11,059		6,873
FICA	559,569	82		6,203
Health Insurance	1,537,150			
Workers Comp.	300,000		80,000	
Unemployment	13,998	(62)		135
Total Benefits	\$4,839,505	(\$1,485)	\$100,966	\$23,226
Total Personnel	\$18,837,553	(\$63,950)	\$100,966	\$158,150
*Personnel Budget Only		-0.29%	0.45%	0.71%



Base Adjustment

\$22,193,453
2021 Approved Budget

2021 Approved Budget	2022 Base Calculation				
	2021 Budget*	Turnover	Benefit Changes	Steps & Longevity Pay	Total Adjustments
	Approved				
Full Time Salaries	\$13,401,286	(\$62,464)		\$134,924	\$72,460
Part Time Salaries	125,000				\$0
Overtime	471,762				\$0
Total Salaries & OT	\$13,998,048	(\$62,464)	\$0	\$134,924	\$72,460
KPF	\$1,864,647	(\$12,564)	\$20,966	\$10,015	\$18,417
KPERS	564,141	11,059		6,873	\$17,932
FICA	559,569	82		6,203	\$6,285
Health Insurance	1,537,150				\$0
Workers Comp.	300,000		80,000		\$80,000
Unemployment	13,998	(62)		135	\$73
Total Benefits	\$4,839,505	(\$1,485)	\$100,966	\$23,226	\$122,706
Total Personnel	\$18,837,553	(\$63,950)	\$100,966	\$158,150	\$195,166
*Personnel Budget Only		-0.29%	0.45%	0.71%	



Base Adjustment

\$22,193,453
2021 Approved Budget

	2022 Base Calculation					2022 Base Budget
	2021 Budget*	Turnover	Benefit Changes	Steps & Longevity Pay	Total Adjustments	
	Approved					
Full Time Salaries	\$13,401,286	(\$62,464)		\$134,924	\$72,460	\$13,473,746
Part Time Salaries	125,000				\$0	\$125,000
Overtime	471,762				\$0	\$471,762
Total Salaries & OT	\$13,998,048	(\$62,464)	\$0	\$134,924	\$72,460	\$14,070,508
KPF	\$1,864,647	(\$12,564)	\$20,966	\$10,015	\$18,417	\$1,883,064
KPERS	564,141	11,059		6,873	\$17,932	\$582,073
FICA	559,569	82		6,203	\$6,285	\$565,854
Health Insurance	1,537,150				\$0	\$1,537,150
Workers Comp.	300,000		80,000		\$80,000	\$380,000
Unemployment	13,998	(62)		135	\$73	\$14,071
Total Benefits	\$4,839,505	(\$1,485)	\$100,966	\$23,226	\$122,706	\$4,962,211
Total Personnel	\$18,837,553	(\$63,950)	\$100,966	\$158,150	\$195,166	\$19,032,719
*Personnel Budget Only		-0.29%	0.45%	0.71%		0.88%





Item A: Cost of Living Allowance

Captain Josh Kyle

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

Item A: COLA

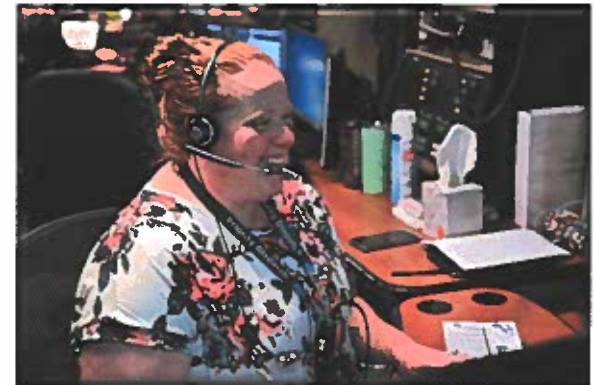
- Provided by US Dept. of Labor, Bureau of Labor Statistics (BLS)
 - Assert that monthly and annual averages are appropriate
 - Reduce volatility
 - Avoid:
 - Seasonal adjustments
 - Local indexes
- Annual averages reduce volatility



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
2011	1.9	2.2	2.7	3.3	3.8	3.9	3.8	3.8	3.9	3.3	3.3	2.8	3.2	2.9	3.5
2012	2.8	2.7	2.8	2.3	1.5	1.4	1.3	1.8	1.9	2.2	1.8	1.8	2.0	2.3	1.8
2013	1.3	2.2	1.4	1.2	1.8	2.2	1.8	1.2	1.0	0.8	1.0	1.0	1.4	1.7	1.1
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



103.

Item A: COLA

- Annual average since 2013

CPI Comparison		
	Annual Average	RCPD Budget
2013	1.4	
2014	1.5	
2015	-0.5	1.4
2016	0.8	1.5
2017	1.7	-0.5*
2018	1.9	0.8
2019	1.5	1.7
2020	1.0	1.9
2021		0
2022		1.0

*Decrease in benefits



Item A: COLA

\$22,193,453		
2021 Approved Budget		
	2022 Base	A
		COLA (1%)
\$ Change	\$195,166	\$155,905
% Change	0.88%	0.70%





Item B(1): PT to FT

Captain Josh Kyle

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

186.

Item B (1): Convert Part-time Finance Tech to Full-time Payroll Tech

Current Structure:

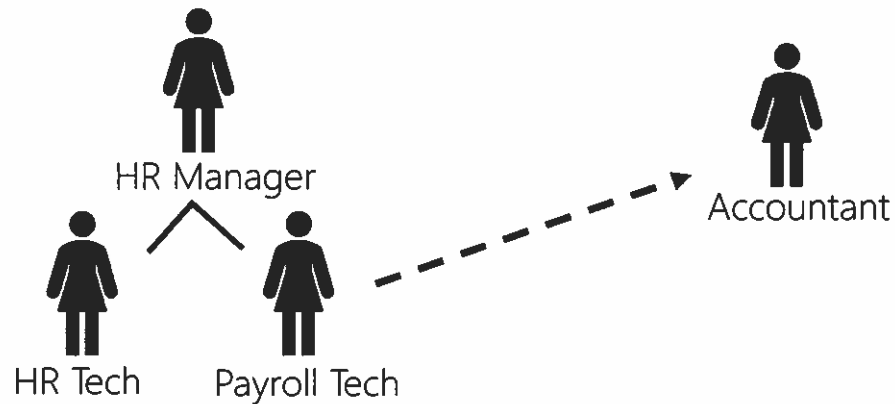


Item B (1): Convert Part-time Finance Tech to Full-time Payroll Tech

Current Structure:



New Structure:



107.

ITEM B (1): PT to FT

- OT
- "Part-time"
- 2020 Workload Assessment



ITEM B (1): PT to FT

- Separation of Duties
- Budget and Finance Office
 - Budget Development
 - Budget Communication
 - Accounts Payable
 - Big picture projects
- Leave Time
- Right now solution



Item B (1): PT to FT

	\$22,193,453		
	2021 Approved Budget		
	2022 Base	A	B (1)
		COLA (1%)	PT to FT
\$ Change	\$195,166	\$155,905	\$46,511
% Change	0.88%	0.70%	0.21%





Item B(2): Payroll Technician

Captain Josh Kyle

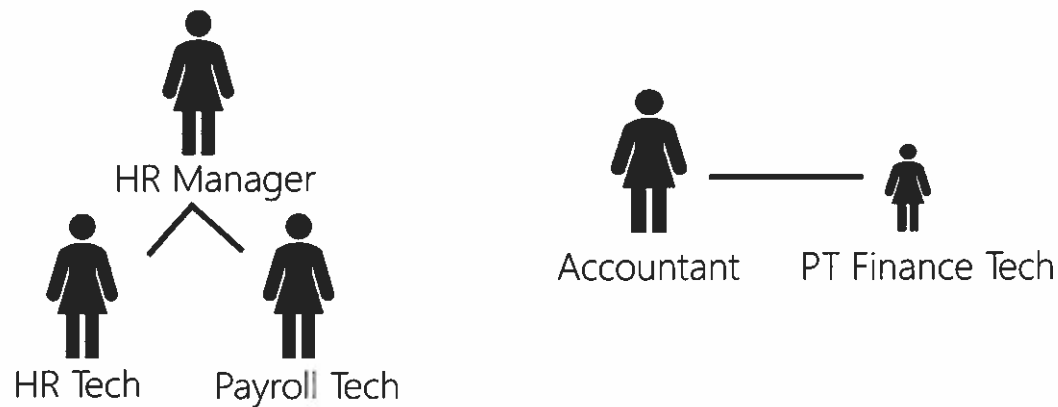
*"To reduce crime and improve the
quality of life for the citizens we serve."*

Item B (2): Stand Alone Payroll Technician

Current Structure:



New Structure:



Item B (2): Stand alone Payroll Technician

- Strategic Goal #4: "Create a Culture of Service Throughout the Organization"



Item B (2): Stand Alone Payroll Technician

	\$22,193,453			
2021 Approved Budget	2022 Base	A	B (1)	B (2)
		COLA (1%)	PT to FT	FT PAYROLL TECH
\$ Change	\$195,166	\$155,905	\$46,511	\$61,511
% Change	0.88%	0.70%	0.21%	0.28%





Item C: Training Budget

Captain Greg Steere
Captain Erin Freidline

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



Item C: Patrol Division

Captain Greg Steere

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

Item C: Patrol Training Budget

- Current Budget is \$23,000
- 82 total employees assigned to Patrol



Item C: Patrol Training Budget

- Some examples of training that comes out of this budget:
all certifications, K9, Mental Health, Community Policing, Seat belt Installation, Crisis Intervention Training, Interview Schools, Terrorism, School Resource Officer, Crime Scene Investigation, Police Training Officer, Leadership, New Supervisors, Firearms, Armorer Schools, Training Conferences, Computer Voice Stress Analyzer, Command Schools, Court Security Training, ARIDE, Arson, OC, Spike Strips, Driving/Pursuits, Bike Training, Suicide Prevention, Taser, Defensive Tactics, Child Advocacy, Clandestine Labs, Reality Based Training, Field Force/Riot Control, Trauma Informed Sexual Assault Training, Human Trafficking, Peer Support, Active Violence, Less Lethal, Planning and Design of Facilities, Fair and Impartial Policing, and others.



Item C: Patrol Training Budget

- Actual Expenditures out of this budget

2016	2017	2018	2019	2020
\$31,613	\$42,864	\$28,476	\$48,822	\$18,714

- Average= \$34,098



Item C: Patrol Training Budget

- Recommendation is to increase this budget from \$23,000 to \$30,000.





Item C: Emergency Response Unit (ERU) Training Budget

Captain Greg Steere

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

Item C: ERU Training Budget

- Current Budget is \$7,000
- Tactical Team-14 team members/ 3 assigned medics
- Bomb Team-4 team members
- Hostage Negotiators-5 team members
- Drone Team- 4 team members
- Hazardous Evidence Response Team- 4 members



Item C: ERU Training Budget

- Recommendation is to increase this budget from \$7,000 to \$12,000.



123.

124.

Item C: Patrol and Specialty Teams

Maintain a Safe and
Secure Community
Strategic Goal #2

Promote Legitimacy in the
Eyes of the Public
Strategic Goal #3





Item C: Investigations Division

Captain Erin Freidline

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

Item C: Investigations Training Budget

Division	Current Budget	2016	2017	2018	2019	2020	5 Year Average
Investigations	\$15,000	\$12,993	\$29,783	\$36,813	\$33,937	\$9,168	\$24,539

Demands and training costs continue to increase as case knowledge and expectations increase.



Item C: Investigations Training Budget

Investigations Personnel:

- Detectives
- Crime Scene Investigators
- Evidence personnel
- Victim Advocate Coordinator
- Criminal Intelligence Unit



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Item C: Top Categories for Investigations Training

- Interview training \$16,550
- Major crime scene/Homicide training \$29,400
- Cellular Phone training \$10,500



Item C: Investigations Training Budget

- Increase training budget from \$15,000 to \$21,000 (+\$6000)
- Addresses needs for division comprised of 24 employees with significant specialized skill sets
- Reduces gap in underfunded account



Item C: Investigations Training Budget

- Promoting Legitimacy in the Eyes of the Public (goal #3)
- Strategic Goals – Create a Culture of Service (goal #4)



Item C: Training Budget

	\$22,193,453				
2021 Approved Budget	2022 Base	A	B (1)	B (2)	C
		COLA (1%)	PT to FT	FT PAYROLL TECH	TRAINING
\$ Change	\$195,166	\$155,905	\$46,511	\$61,511	\$18,000
% Change	0.88%	0.70%	0.21%	0.28%	0.08%





Item D: Jail Cook

Captain Derek Woods

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

Item D: Jail Cook Addition

- Increase Jail Cook Positions from 2 to 3
- Critical Position
 - Responsible for every meal



Item D: Jail Cook Addition

- In 2020 the Jail lost institutional knowledge as it pertains to the jail kitchen
- Changes in oversight of kitchen
- Safety & Security
- Optimal Staffing at all times
- Allows for training
- Reduces Burn Out



Item D: Jail Cook Addition

- Reduction in Jail Overtime
- Current absences are covered by Corrections Staff
- Corrections is short-staffed
- Not an easy position to fill- Takes the right person because of environment



Item D: Jail Cook Addition

Strategic Goals:

- Minimize the financial and social cost of public safety
 - Reduction in OT for both Corrections Officers and Kitchen staff
- Maintain a Safe and Secure Community
 - Allows Corrections to focus on inmate behavior
- Promote Legitimacy in the Eyes of the Public
 - Reduction in Burn-out



Item D: Jail Cook



\$22,193,453						
2021 Approved Budget						
	2022 Base	A	B (1)	B (2)	C	D
		COLA (1%)	PT to FT	FT PAYROLL TECH	TRAINING	COOK
\$ Change	\$195,166	\$155,905	\$46,511	\$61,511	\$18,000	\$37,469
% Change	0.88%	0.70%	0.21%	0.28%	0.08%	0.17%



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Item E: Court Security Screener

Captain Greg Steere

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

Item E: Court Security Screener (CSS)

- Court Security Unit was created in 2017
- At that time the unit included:
 - 1 Sergeant
 - 4 Court Security Officers (Police Officers)
 - 4 Court Security Screeners (non-sworn personnel)
- Unit is responsible for screening and all physical security at Riley County District Court and Manhattan Municipal Court from approximately 7am-6pm during normal operating hours.



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Item E: CSS

- In 2018, during budget negotiations, one of the Court Security Screener (non-sworn personnel) positions was eliminated.
- Current allocated staffing:
 - 1 Sergeant
 - 4 Court Security Officers (Police Officers)
 - 3 Court Security Screeners (non-sworn personnel)



Item E: CSS

- COVID effects in 2021
- Beginning this month the Court Security Unit will be responsible for screening and physical security at a third location to accommodate more space for Jury Trials



Former Seth Child Cinema, 2610 Farm Bureau Rd.

Item E: CSS

- Recommendation is to restore the Court Security Unit to it's original staffing level by adding one Court Security Screener position.



Item E: CSS

Maintain a Safe and Secure Community
Strategic Goal #2



Item E: Court Security Screener

\$22,193,453

2021 Approved Budget

	2022 Base	A	B (1)	B (2)	C	D	E
		COLA (1%)	PT to FT	FT PAYROLL TECH	TRAINING	COOK	CSS
\$ Change	\$195,166	\$155,905	\$46,511	\$61,511	\$18,000	\$37,469	\$44,804
% Change	0.88%	0.70%	0.21%	0.28%	0.08%	0.17%	0.20%





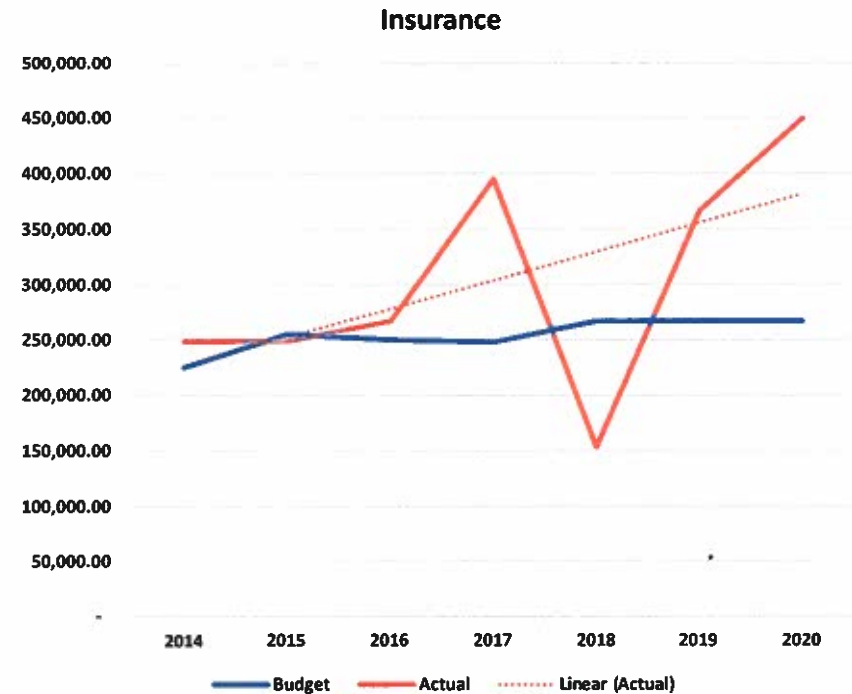
Item F: Underfunding - Insurance

Captain Josh Kyle

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

Item F: Insurance

- Current budget: \$267K
- 2014 budget: \$225K
- Gap of \$53K
- 2022 proposed: \$320K



Item F: Underfunding - Insurance

2021 Approved Budget	\$22,193,453	Items						
	2022 Base	A	B (1)	B (2)	C	D	E	F
		COLA (1%)	PT to FT	FT PAYROLL TECH	TRAINING	COOK	CSS	Insurance
\$ Change	\$195,166	\$155,905	\$46,511	\$61,511	\$18,000	\$37,469	\$44,804	\$53,000
% Change	0.88%	0.70%	0.21%	0.28%	0.08%	0.17%	0.20%	0.24%



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Summary

Director Dennis P. Butler

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

Summary

\$22,193,453	Items								
2021 Approved Budget	2022 Base	A	B (1)	B (2)	C	D	E	F	Total Increase
		COLA (1%)	PT to FT	FT PAYROLL TECH	TRAINING	COOK	CSS	Insurance	with B (1)
	\$ Change	\$195,166	\$155,905	\$46,511	\$61,511	\$18,000	\$37,469	\$44,804	\$53,000
% Change	0.88%	0.70%	0.21%	0.28%	0.08%	0.17%	0.20%	0.24%	2.48%



Summary

\$22,193,453									
2021 Approved Budget									
	Items								
	2022 Base	A	B (1)	B (2)	C	D	E	F	
		COLA (1%)	PT to FT	FT PAYROLL TECH	TRAINING	COOK	CSS	Insurance	
\$ Change	\$195,166	\$155,905	\$46,511	\$61,511	\$18,000	\$37,469	\$44,804	\$53,000	Total Increase with B (1)
% Change	0.88%	0.70%	0.21%	0.28%	0.08%	0.17%	0.20%	0.24%	Total Increase with B (2)
									\$550,855
									\$565,855



Summary

\$22,193,453 2021 Approved Budget	Items								Total Increase	Total Increase
	2022 Base	A	B (1)	B (2)	C	D	E	F		
		COLA (1%)	PT to FT	FT PAYROLL TECH	TRAINING	COOK	CSS	Insurance	with B (1)	with B (2)
	\$ Change	\$195,166	\$155,905	\$46,511	\$61,511	\$18,000	\$37,469	\$44,804	\$53,000	\$550,855
% Change	0.88%	0.70%	0.21%	0.28%	0.08%	0.17%	0.20%	0.24%	2.48%	2.55%

Percent Breakdown of Maximum Increase			
Personnel	2.23%	87.5%	\$494,855
Non- Personnel	0.32%	12.5%	\$71,000
Total	2.55%	100.0%	\$565,855



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Financial Needs

- Personnel Needs 80/20 Split
 - Salary base change and COLA
 - Finance Technician
 - Jail Cook
 - Court Security Screener
- Operating Needs 80/20 Split
 - Training Funds
 - Insurance Account
- Capital Purchases Needs County Only
 - ~~Range Facilities~~ (Completed)
 - Aggieville Substation
 - LEC Expansion
 - Misc. projects



Future Meetings

- Make adjustments to this proposal as needed
- Provide detailed account information if desired



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Thank You!



Riley County Police Department

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