



**Board of Riley County
Commissioners
Regular Meeting
Agenda
November 20, 2023**

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. RCPD Roof CIP Amendment
4. Sign Contract with Riley Construction for RCFD #1, St. 102, Ashland
5. Small Business Saturday Proclamation
6. Sign Tax Roll Corrections
7. Sign Riley County Employee Action Form(s)

Review Minutes

8. Board of Riley County Commissioners - Regular Meeting - Nov 16, 2023 9:00 AM

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:00 AM

Julie Gibbs, Health Department Director

11. RCHD Opioid Prevention Update

9:30 AM

Press Conference

12. Small Business Saturday Proclamation - Kathryn Focke and Peete Frasco (3-5 minutes)

9:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

13. Administrative Work Session
14. Pending County Projects County Counselor

10:00 AM**Executive Sessions to discuss department head evaluations**

- 15. 10:00 Amanda Webb, Planning/Special Projects Director
- 16. 10:30 Katharine Hensler, Museum Director

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

- 17. Law Board Meeting Agenda

Adjournment**Announcements**

Riley County Offices will be closed Thursday, November 23rd and Friday, November 24th in observance of the Thanksgiving Day holiday.

The Board of County Commissioners will not be in session Thursday, November 23rd.

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



COUNTY CLERK & ELECTIONS
Amendment

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

COMMISSION AGENDA REPORT

FROM: John Ellerman, Public Works Director

MEETING: November 20, 2023

SUBJECT: RCPD Roof CIP Amendment

PRESENTER: Brittany Phillips, Budget & Finance Officer

BACKGROUND

On October 26, 2023 the County Commissioners approved project 23-23LEC001 to replace a roof in the amount of \$400,000. The bid came back \$4,000 higher than the original request. The original request was just for the original building, this increased cost is to replace the roof on both buildings.

FISCAL IMPACT

\$4,000 increase to expenditures in CIP.

POSSIBLE MOTION(S)

Move to approve the addition of \$4,000 to amend project 23-23LEC001.

Enclosures:

- LEC Amendment (PDF)
- Diamond Roofing RCPD Reroofing Proposal Oct 2023 (PDF)

**RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM
CIP PROJECT AMENDMENT FORM**

3.a

CERTIFICATION OF PROJECT AMENDMENT

Project: Roof Replacement - LEC

Project #: 23-23LEC001

Department: LEC

Date: 11/14/2023

Approved Project Cost: \$ 400,000.00

Project Amendment #1: \$ 4,000.00

Revised Total Project Cost: \$ 404,000.00

Amendment Date

Project Amendment #2: \$ -

Revised Total Project Cost: \$ -

Amendment Date

Project Amendment #3: \$ -

Revised Total Project Cost: \$ -

Amendment Date

CASH: (Only required if cash is increased by amended amount)

Cash Available: \$ -

Signatures:

#1 Shilo Heger, Riley County Treasurer

#2 Shilo Heger, Riley County Treasurer

#3 Shilo Heger, Riley County Treasurer

☐ This project **is funded** as amended.

☐ This project **is not funded** as amended.

BUDGET: (Only required if budget authority is increased by amended amount)

Budget Available: \$ -

#1 Rich Vargo, Riley County Clerk

#2 Rich Vargo, Riley County Clerk

#3 Rich Vargo, Riley County Clerk

☐ This project **is funded** as amended.

☐ This project **is not funded** as amended.

APPROVAL: (Required)

Approved Amount: \$ -

#1 Chairwoman

#2 Chairwoman

#3 Chairwoman

☐ This project **is funded** as amended.

☐ This project **is not funded** as amended.

Attachment: LEC Amendment (14301 : CIP Project Amendment)

October 25, 2023

Tim Stoner
Riley County Police Department
1001 Seth Child Road
Manhattan, KS 66502



RE: RCPD Original Building Reroofing (approx. 30,300sf)

Diamond Roofing is pleased to provide pricing for the following scope of work:

- Tear off existing roofing and flashings down to LWIC deck
- Nail base sheet to LWIC deck
- Install new 60 mil fleece backed TPO roof system
- Flash walls and penetrations watertight
- Provide owner with 2-year workmanship warranty
- Provide owner with 20-year manufacturer's warranty

Labor, material, tax, insurance, and clean-up associated to this proposal for the sum of: \$328,910.00

Exclusions:

- Replacement of existing metal copings
- Repair or replacement of unsuitable LWIC deck
- Taxes or bonding

A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price. The bid is also subject to an equitable schedule adjustment to the extent material delivery delays are encountered.

Luke Riebel
Estimator | Project Manager, Flint Hills Region
luke@diamond-roofing.com

If there are any questions or comments, please contact Luke Riebel. Thank you for your consideration of Diamond Roofing.

This proposal is based upon the AIA A401 Standard Form of Agreement between Contractor and Subcontractor and AIA A201 General Conditions. These terms and conditions shall take precedence over any conflicting or inconsistent terms in the Contractor to Subcontractor Agreement. Kansas Statute §16-121 voids the indemnification and additional insured provisions for construction contract agreements entered into after January 1, 2009.

Diamond Roofing's commencement of the roof installation indicates only that the Roofing Subcontractor has visually inspected the surface of the roof deck for visible defects and has accepted the surface of the roof deck. The Roofing Subcontractor is not responsible for the construction, structural sufficiency, undulations, durability, fastening, moisture content, suitability, or physical properties of the roof deck or other trades' work or design. The Roofing Subcontractor is not responsible to test or assess moisture content of the deck or substrate.

Southwest Kansas Region:

**100 McArtor Road, P.O. Box 37
Dodge City, KS 67801**

Phone: 620-225-2622 | Fax: 620-225-6862

Flint Hills Region:

**9300 East US Highway 24
Manhattan, KS 66502**

Phone: 785-537-8008 | Fax: 785-537-9899

October 25, 2023

Tim Stoner
Riley County Police Department
1001 Seth Child Road
Manhattan, KS 66502



RE: RCPD 2009 Addition Reroofing (approx. 5,600sf)

Diamond Roofing is pleased to provide pricing for the following scope of work:

- Tear off existing roofing and flashings down to LWIC deck
- Nail base sheet to LWIC deck
- Install new 60 mil fleece backed TPO roof system
- Flash walls and penetrations watertight
- Provide owner with 2-year workmanship warranty
- Provide owner with 20-year manufacturer's warranty

Labor, material, tax, insurance, and clean-up associated to this proposal for the sum of: \$74,750.00

Exclusions:

- Replacement of existing metal copings
- Repair or replacement of unsuitable LWIC deck
- Taxes or bonding

A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price. The bid is also subject to an equitable schedule adjustment to the extent material delivery delays are encountered.

Luke Riebel
Estimator | Project Manager, Flint Hills Region
luke@diamond-roofing.com

If there are any questions or comments, please contact Luke Riebel. Thank you for your consideration of Diamond Roofing.

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Diamond Roofing's commencement of the roof installation indicates only that the Roofing Subcontractor has visually inspected the surface of the roof deck for visible defects and has accepted the surface of the roof deck. The Roofing Subcontractor is not responsible for the construction, structural sufficiency, undulations, durability, fastening, moisture contend, suitability, or physical properties of the roof deck or other trades' work or design. The Roofing Subcontractor is not responsible to test or assess moisture content of the deck or substrate.

Southwest Kansas Region:

100 McArtor Road, P.O. Box 37
Dodge City, KS 67801

Phone: 620-225-2622 | Fax: 620-225-6862

Flint Hills Region:

9300 East US Highway 24
Manhattan, KS 66502

Phone: 785-537-8008 | Fax: 785-537-9899



**EMERGENCY
MANAGEMENT/FIRE**
Contract

Russel Stukey
Emergency Management
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6333

COMMISSION AGENDA REPORT

FROM: Russel Stukey RCFD #1 Chief

MEETING: November 20, 2023

SUBJECT: Sign Contract with Riley Construction for RCFD #1, St. 102, Ashland

PRESENTER: Russel Stukey RCFD #1 Chief

BACKGROUND

BOCC opened bids on October 12th and referred them to staff for review. Staff returned with the recommendation of Riley Construction and commission approved.

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Public Works Bond receipt St102 (PDF)
- Riley County Fire District Contract Signed Complete St102 (PDF)
- Riley County Fire District Performance Bond and Insurance st102 (PDF)

354

RECEIPT		No. 571483	
DATE <u>11-14-23</u>			
FROM <u>Riley Construction</u>		\$36.00	
<u>thirty six & no/100</u>		DOLLARS	
☐ FOR RENT ☐ FOR <u>RL2023SB300001</u>			
ACCT.		☐ CASH	<u>#35432</u>
PAID		☒ CHECK	FROM _____ TO <u>Dg</u>
DUE		☐ MONEY ORDER	BY _____
		☐ CREDIT CARD	BY _____

A-1152
T-4161

Check 35432

11/13/23

Gross	Discount	Check Amount
36.00		36.00
36.00	0.00	36.00

Attachment: Public Works Bond receipt St102 (14303 : RCFD #1 St. 102 Ashland builder contract)



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of November in the year two thousand twenty three (2023)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Board of County Commissioners of Riley County, Kansas
110 Courthouse Plaza
Manhattan, Kansas 66502

and the Contractor:

(Name, legal status, address and other information)

Riley Construction Company, Inc.
201 6th Street
Wamego, Kansas 66547

for the following Project:

(Name, location and detailed description)

Riley County Fire District #1
Ashland Bottoms Station 102

The Architect:

(Name, legal status, address and other information)

Anderson Knight Architects, LLC
2505 Anderson Avenue, Suite 201
Manhattan, KS 66502

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: Riley County Fire District Contract Signed Complete St102 (14303 : RCFD #1 St. 102 Ashland builder contract)

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner via the Architect.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

☒ Not later than one hundred sixty (160) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred ninety nine thousand two hundred dollars (\$ 199,200.00), subject to additions and deductions as provided in the Contract Documents. This Contract Sum includes the plumbing as part of the base bid.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Five hundred dollars (\$500.00) per calendar day per Section 00800 – Supplementary Conditions

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth (15th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Reference the "Contractual Provisions Attachment" for termination payment calculation.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Russel Stukekey (rstukekey@rileycountyks.gov)
EM Director / Fire Chief
Riley County
115 N. 4th
Manhattan, Kansas 66502
785-537-6333

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Brian Thompson (thompson@rileybuilds.com)
201 6th Street
Wamego, Kansas 66547
785-539-6022

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Email to Owner's representative: Russel Stuke; rstukey@rileycountyks.gov

Email to Contractor's representative; thompson@rileybuilds.com

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
See attached Exhibit A for Drawing List		

- .6 Specifications

Section	Title	Date	Pages
See attached Exhibit B for Table of Contents			

- .7 Addenda, if any:

Number	Date	Pages
One	9-27-23	1
Two	10-6-23	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

[

(Paragraphs deleted)

☒] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit C	Contractual Provisions Attachment	N/A	8

(Paragraphs deleted)

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Advertisement for Bids
Contractor's Bid Form (attached)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Board of Riley County Commissioners of Riley
County, Kansas
Kathryn Focke, Chairwoman
(Printed name and title)



CONTRACTOR (Signature)

Riley Construction Company, Inc.
Bryan Newell, Vice President
(Printed name and title)

Init.

DRAWING INDEX

Sheet List	
Sheet Number	Sheet Name

01 - General

G1.01	General Information
-------	---------------------

02 - Civil

C1	Ashland Bottoms Site Plan
C2	Ashland Bottoms Grading Plan
C3	Ashland Bottoms H&V Control Plan
C4	LP Gas Details

05 - Structural

S0.01	General Notes & Details
S1.01	1st Floor Framing Plan & Details

06 - Architectural

A1.01	First Floor Plan
A4.01	Exterior Elevations

07 - MEP

MEP1.01	MEP Cover Page
MEP2.01	Mechanical Specification
MEP2.02	Electrical Specification

08 - Mechanical

M1.01	HVAC Floorplan
M2.01	HVAC Schedules & Details

09 - Plumbing

P1.01	Plumbing Floorplan
P2.01	Plumbing Schedules & Details

10 - Electrical

E1.01	Lighting Floorplan
E2.01	Power Floorplan
E3.01	Electrical Schedules & Details

Riley County Fire District #1

Ashland Bottoms #102

Manhattan Kansas

Attachment: Riley County Fire District Contract Signed Complete St102 (14303 : RCFD #1 St. 102 Ashland builder contract)

**DOCUMENT 00010
PROJECT MANUAL TABLE OF CONTENTS**

INTRODUCTORY INFORMATION

Title Page

00010 Project Manual Table of Contents

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00100 Invitation to Bid
00200 Instructions to Bidders
00210 Supplementary Instructions to Bidders
00410 Bid Form
00435 Bid Security Forms
00520 Agreement Forms
00610 Bonds
00700 General Conditions
00800 Supplementary Conditions

DIVISION 1 GENERAL REQUIREMENTS

01110 Summary of Work
01250 Contract Modification Procedures
01290 Payment Procedures
01310 Project Management and Coordination
01320 Construction Progress Documentation
01330 Submittal Procedures
01400 Quality Requirements
01500 Temporary Facilities and Controls
01610 Basic Product Requirements
01620 Product Options
01630 Product Substitution Procedures
01725 Field Engineering
01770 Closeout Procedures

DIVISION 2 SITE CONTRUCTION

02300 Earthwork
Geotechnical Report for University Park Station 2
Geotechnical Report for Ashland Bottoms Station 10
02365 Termite Control

DIVISION 8 DOORS AND WINDOWS

08110 Steel Doors and Frames
08361 Sectional Overhead Doors
08710 Door Hardware

DIVISION 9 FINISHES

09900 Paints and Coatings

DIVISION 13 SPECIAL CONSTRUCTION

13121 Pre-Engineered Buildings

21022 Riley County Fire District #1
SECTION 00210 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Attachment: Riley County Fire District Contract Signed Complete St102 (14303 : RCFD #1 St. 102 Ashland builder contract)

Exhibit C

ATTACHMENT C

Attachment C to "Contract" Between Riley County, KS (hereinafter "County"),
and **CONTRACTOR** (hereinafter "Contractor").

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

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to

violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to Contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
6. **ANTI-DISCRIMINATION CLAUSE.**
 - 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
 - 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
 - 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
 - 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
 - 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. **TERM AND TERMINATION.**
 - 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

- 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.
- 12.5. **Payment Calculation upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.
14. **PERSONNEL.**
- 14.1. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. PROHIBITION OF CONFLICTS OF INTEREST.

- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
- 15.2. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

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

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

18. RECORDS, REPORTS AND INSPECTION.

- 18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years

after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

- 18.3. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 18.4. **Audit.** Contractor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 18.5. **Availability of Records.** Upon advance written notice Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- 18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.
- 18.7. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

19. METHOD OF BILLING AND PAYMENT.

- 19.1. **Billing Procedures.** Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by the County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract.

County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

- 19.4. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Contractor.
- 19.5. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.
20. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
24. **LIABILITY INSURANCE.** Contractor agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal and/or the contract or agreement to which this is attached. Liability insurance coverage must be considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Contractor shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County

Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, or non-renewed until thirty (30) days after County receives notice of such change by registered mail.

25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Contractor to perform the services hereunder, Contractor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor:

RILEY CONSTRUCTION COMPANY INC.
201 6th St.
WAMEGO KS 66547

BOARD OF COUNTY
COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: Bryn Newell

By: _____

11/15/2022
Date

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: Riley County Fire District Contract Signed Complete St102 (14303 : RCFD #1 St. 102 Ashland builder contract)

**DOCUMENT 00410
BID FORM**

TO: Board of County Commissioners of
Riley County, Kansas
110 Courthouse Plaza
Manhattan, Kansas 66502

PROJECT: Riley County Fire District #1
Ashland Bottoms Station 102

FROM: (name) RILEY CONSTRUCTION COMPANY INC
(address) 201 6th ST LAWRENCE KS
(telephone) 785 410 3896

The Bidder, having examined Bidding Documents and Contract Documents prepared by Anderson Knight Architects, 2505 Anderson Ave. Suite 201, Manhattan, Kansas 66502, dated September 1, 2023, and having personally inspected the actual location of the Work and the local sources of supply, is confident of quantities and conditions, and understands that in signing this Bid, the right to plead misunderstandings regarding the same is waived.

The Bidder acknowledges receipt of addenda Nos. 1 through 2 inclusive, and has considered the requirements of the Addenda and incorporated these requirements and all cost thereto in the Bid.

The Bidder agrees to furnish all labor, materials, equipment, and services required to do, perform and complete the Work in accordance with the Contract Documents, and to accept full compensation therefore the amount of the Total Bid for the portion of the Work so completed.

The Bidder agrees to accept the provisions of Document 00200 – Instructions to Bidders and Document 00210 – Supplementary Instructions to bidders regarding disposition of Bid Security.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 days after the final scheduled time and date for receiving Bids.

The Bidder agrees that the Owner reserves the right to accept or reject any or all Bids, alternates, or Unit Pricing, to reject a Bid not accompanied by the required bid security or by data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular, and to waive irregularities in Bids received and minor discrepancies in bidding procedures.

The Bidder agrees to Substantially Complete the Work within a period of 160 (bidder shall state number of days) calendar days from the date of commencement of the work as listed in the notice to proceed, and to pay as liquidated damages the amount specified in Document 00800 for each consecutive calendar day the Work remains substantially incomplete in accordance with the Contract Documents.

The Bidder agrees, if awarded a Contract, to enter into a Contract with the Owner on the terms stated in the Bid, and to execute the agreement within 10 days after receipt of the proposed Agreement Form, and to furnish the required Bonds and Certificates of Insurance prior to or at the time of execution of the Contract.

The Bidder proposed to enter into a Contract to perform the Work for the following sums:

FOR BASE BID, Ashland Bottoms Station 102, the lump sum of:

ONE HUNDRED NINETY NINE THOUSAND, TWO HUNDRED
dollars (\$ 199,200).

FOR ALTERNATES: The following amounts shall modify the Base Bid Sum. Refer to Section 01230.

Alternate No. 1 – Provide Mechanical as indicated in the Drawings:

Add \$ 11,900

Alternate No. 2 – Provide Electrical as indicated in the drawings:

Add \$ 48,500

Alternate No. 3 – Provide Post Frame building in lieu of pre-engineered metal building: ~~PRICE FOR~~
DEDUCT ~~FOR~~ \$ <17,050> ———— POST FRAME \$ 182,150

Alternate No. 4 – Paint bollards and door/frame as indicated in the Drawings:

ADD ~~DEDUCT~~ \$ 900

The Bidder agrees the following categories of Work will be performed or provided by subcontractors as listed and coordinated by the Bidder, and further certifies that the subcontractors listed herein meet the qualifications specified in the appropriate Specification Sections. If acceptance or nonacceptance of alternates will affect the designation of a subcontractor, attach a separate subcontractor listing for each Alternate. The required list of subcontractors shall be submitted within 2 hours after the final scheduled time for receipt of Bids.

1. Cast-In-Place Concrete: KOLDF
2. Steel Doors and Frames Supplier: RESOURCE DOOR & HARDWARE
3. Overhead door Manufacturer & Installer: GOODWIN OVERHEAD DOOR / HAAS DOOR
4. Door Hardware Supplier: RESOURCE DOOR & HARDWARE
5. Metal Building Manufacturer and Installer: V.P. RILEY CONST.
6. Post Frame Building Manufacturer & installer (Alt #3): EPS RILEY CONST.
7. Electrical Contractor (Alt #2) V & V ELECTRICAL
8. Mechanical Contractor (Alt #1) PK MECH.

The Bidder has attached the following required information:

1. Bid security required by Document 00200 – Instructions to Bidders and Document 00210
– Supplementary Instructions to Bidders, as specified under Document 00435

Respectfully submitted,

IF AN INDIVIDUAL:

name of individual

firm name, if any

address for communications

Signature

21022 Riley County Fire District #1
SECTION 00410 – BID FORM

residence address

Attachment: Riley County Fire District Contract Signed Complete St102 (14303 : RCDFD #1 St. 102 Ashland builder contract)

IF A PARTNERSHIP:

name of partnership

list names and residence address of all partners

partner

signature

IF A CORPORATION:

Riley Construction Company Inc.

name of corporation

President

title of officer

[Signature]

president or officer signature

Wymetta Newell

address for communications

1. Incorporated under the laws of the state of
Kansas

2. Licensed to do business in the State of Kansas
Yes X No _____ (check one)

(Attest)

_____ Secretary
(seal)

Date 10-11-23

END OF DOCUMENT

Dan Knight

From: Brian Thompson <thompson@rileybuilds.com>
Sent: Friday, October 13, 2023 11:36 AM
To: Dan Knight
Subject: RE: Riley County Fire District #1

Dan,

Alternate 1 just included mechanical. Plumbing is \$8,400, which currently in the base bid.

Painting was an add to the base bid.

Thanks

Brian Thompson
 thompson@rileybuilds.com
 785-539-6022 ext. 202
 785-410-3896 mobile
 785-456-6050 fax

201 6th St, Wamego, KS 66547
 www.rileybuilds.com
Building Relationships that Last



From: Dan Knight <dan.knight@anderson-knight.com>
Sent: Friday, October 13, 2023 10:41 AM
To: joe@kcon.build; Brian Thompson <thompson@rileybuilds.com>; Devin Randel <DRandel@schultzconst.com>
Subject: Riley County Fire District #1
Importance: High

I am requesting some clarification on the submitted bids. Please respond no later than Monday, October 16 at 9:00am. Today would be preferred.

1. Please clarify if your Alternate #1 included both plumbing and mechanical. Please provide the total plumbing amount and the total mechanical amount.
2. Please clarify if Alt #4 was a deduct or add to the base bid.

Thank you for your prompt attention. Please call if you have questions.

Dan Knight, AIA CAPS
 Principal

Anderson Knight Architects
 2505 Anderson Avenue, Suite 201
 Manhattan, Kansas 66502

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Riley Construction Company, Inc.
201 6th St.
Wamego, KS 66547

as Principal, hereinafter called the Principal, and

Nationwide Mutual Insurance Company
1100 Locust Street
Des Moines, Iowa 50391-2006

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto

Riley County Treasurer
110 Courthouse Plaza
Manhattan, KS 66502

as Obligee, hereinafter called the Obligee, in the sum of

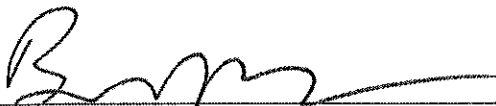
Five Percent of Amount Bid _____ Dollars (5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

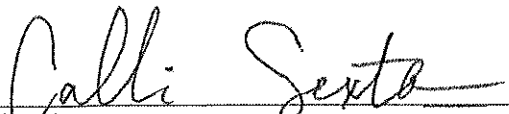
WHEREAS, the Principal has submitted a bid for

Riley County Fire District #1
Ashland Bottoms #102, Manhattan, Kansas

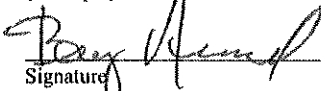
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day October, 2023.


(Witness)

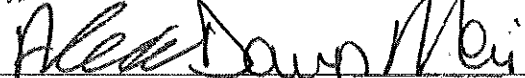

(Witness)

Riley Construction Company, Inc.
(Principal) _____ (Seal)


Signature _____

Bryan Newell, _____ Vice-President
(Printed Name) _____ (Title)

Nationwide Mutual Insurance Company
(Surety) _____ (Seal)


Alexi Dawn Mai, Attorney-in-fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALEXI DAWN MAI, ALICIA M WEILAND, BRENDA R SMITH, ERIN N BURCH, JAMES D WILSON,
JENNIFER D FESSENDEN, LINDSEY M STURN, MARK A SKIDMORE, TARA B EARLEY

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of

October, 2023.

Assistant Secretary



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

Attachment: Riley County Fire District Contract Signed Complete St102 (14303 : RCFD #1 St. 102 Ashland builder contract)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:55:20 ET on 11/13/2023.

PAGE 1

AGREEMENT made as of the day of November in the year two thousand twenty three (2023)

...

Board of County Commissioners of Riley County, Kansas
110 Courthouse Plaza
Manhattan, Kansas 66502

...

Riley Construction Company, Inc.
201 6th Street
Wamego, Kansas 66547

...

Riley County Fire District #1
Ashland Bottoms Station 102

...

Anderson Knight Architects, LLC
2505 Anderson Avenue, Suite 201
Manhattan, KS 66502

PAGE 2

[X] A date set forth in a notice to proceed issued by ~~the Owner~~ the Owner via the Architect.

PAGE 3

[X] Not later than one hundred sixty (160) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred ninety nine thousand two hundred dollars (\$ 199,200.00), subject to additions and deductions as provided in the Contract Documents. This Contract Sum includes the plumbing as part of the base bid.

...

N/A

...

N/A

...

N/A

...

N/A

...

Five hundred dollars (\$500.00) per calendar day per Section 00800 – Supplementary Conditions

...

N/A

PAGE 4

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth (15th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

Ten percent (10%)

PAGE 5

N/A

...

N/A

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

Reference the "Contractual Provisions Attachment" for termination payment calculation.

...

Russel Stukekey (rstukekey@rileycountyks.gov)EM Director / Fire ChiefRiley County115 N. 4thManhattan, Kansas 66502

785-537-6333

...

Brian Thompson (thompson@rileybuilds.com)

201 6th Street

Wamego, Kansas 66547

785-539-6022

PAGE 7

Email to Owner's representative: Russel Stukey; rstukey@rileycountyks.gov

Email to Contractor's representative; thompson@rileybuilds.com

§ 8.7 Other provisions:

...

~~.2 AIA Document A101TM 2017, Exhibit A, Insurance and Bonds~~

~~.3 AIA Document A201TM 2017, General Conditions of the Contract for Construction~~

~~.4 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203 2013 incorporated into this Agreement.)~~

...

See attached Exhibit A for Drawing List

...

See attached Exhibit B for Table of Contents

...

<u>One</u>	<u>9-27-23</u>	<u>1</u>
<u>Two</u>	<u>10-6-23</u>	<u>1</u>

...

~~(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~

~~[] AIA Document E204TM 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~[] The Sustainability Plan: X 1 Supplementary and other Conditions of the Contract:~~

Title	Date	Pages
------------------	-----------------	------------------

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Exhibit C</u>	<u>Contractual Provisions Attachment</u>	<u>N/A</u>	<u>8</u>

[] — Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-----------------	--------------	-------------	--------------

PAGE 8

Advertisement for Bids
Contractor's Bid Form (attached)

...

Board of Riley County Commissioners of Riley
County, Kansas
Kathryn Focke, Chairwoman

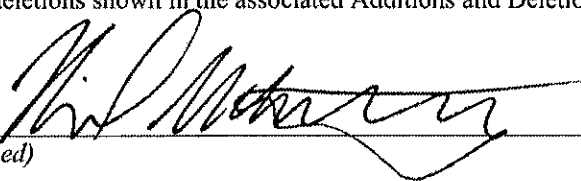
Riley Construction Company, Inc.
Bryan Newell, Vice President

Attachment: Riley County Fire District Contract Signed Complete St102 (14303 : RCDFD #1 St. 102 Ashland builder contract)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nick Whitney, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:55:20 ET on 11/13/2023 under Order No. 2114471388 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.


 (Signed)

Principal
 (Title)

11-13-23
 (Dated)

Attachment: Riley County Fire District Contract Signed Complete St102 (14303 : RCFD #1 St. 102 Ashland builder contract)

PERFORMANCE BOND**Bond Number:** BD 7901135652

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
 1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
 (866) 387-0457

CONTRACTOR:

Riley Construction Company, Inc
 201 6th Street
 Wamego, KS 66547

SURETY:

Nationwide Mutual Insurance Company
 1100 Locust St., Dept. 2006
 Des Moines, IA 50391-2006

OWNER:

Board of County Commissioners of Riley County, Kansas
 110 Courthouse Plaza
 Manhattan, KS 66502

CONSTRUCTION CONTRACT

Date:

Amount: \$199,200.00

One Hundred Ninety Nine Thousand Two Hundred and xx/100

Description:

Riley County Fire District #1
 Ashland Bottoms Station 102

BOND

Date: 10-30-23

Amount: \$199,200.00

One Hundred Ninety Nine Thousand Two Hundred and xx/100

Modifications to this Bond: ☒ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)
 Riley Construction Company, Inc

Signature: Bryce Newell

Name

And Title:

(Any additional signatures appear on the last page of this Performance Bond)

SURETY

Company: (Corporate Seal)
 Nationwide Mutual Insurance Company

Signature: Alexi Dawn Mai

Name

and Title:

Alexi Dawn Mai, Attorney-in-Fact



(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Iron Insurance Partners LLC
 PO Box 1213
 Salina, KS 67402-1213

OWNERS REPRESENTATIVE:

(Architect, Engineer or other party:)

Anderson Knight Architects, LLC
 2505 Anderson Avenue, Suite 201
 Manhattan, KS 66502

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontractors, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

PAYMENT BOND**Bond Number:** BD 7901135652

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
 1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
 (866) 387-0457

CONTRACTOR:

Riley Construction Company, Inc
 201 6th Street
 Wamego, KS 66547

SURETY:

Nationwide Mutual Insurance Company
 1100 Locust St., Dept. 2006
 Des Moines, IA 50391-2006

OWNER:

Board of County Commissioners of Riley County, Kansas
 110 Courthouse Plaza
 Manhattan, KS 66502

CONSTRUCTION CONTRACT

Date:

Amount: \$199,200.00

One Hundred Ninety Nine Thousand Two Hundred and xx/100

Description:

Riley County Fire District #1
 Ashland Bottoms Station 102

BOND

Date: 10-30-23

Amount: \$199,200.00

One Hundred Ninety Nine Thousand Two Hundred and xx/100

Modifications to this Bond: ☒ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)
 Riley Construction Company, Inc

Signature:



Name

And Title:

(Any additional signatures appear on the last page of this Performance Bond)

SURETY

Company: (Corporate Seal)
 Nationwide Mutual Insurance Company

Signature:



Name

and Title:

Alexi Dawn Mai, Attorney-in-Fact



(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Iron Insurance Partners LLC
 PO Box 1213
 Salina, KS 67402-1213

OWNERS REPRESENTATIVE:

(Architect, Engineer or other party:)

Anderson Knight Architects, LLC
 2505 Anderson Avenue, Suite 201
 Manhattan, KS 66502

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALEXI DAWN MAI, ALICIA M WEILAND, BRENDA R SMITH, ERIN N BURCH, JAMES D WILSON,
JENNIFER D FESSENDEN, LINDSEY M STURN, MARK A SKIDMORE, TARA B EARLEY

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

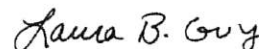


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30 day of October, 2023.



Assistant Secretary



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

Attachment: Riley County Fire District Performance Bond and Insurance st102 (14303 : RCFD #1 St. 102 Ashland builder contract)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2023

4.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Iron Insurance Partners 201 E Iron Avenue P.O. Box 1213 Salina KS 67402-1213		CONTACT NAME: Amber Anderson PHONE (A/C, No, Ext): (785) 825-0286 FAX (A/C, No): (785) 825-5098 E-MAIL ADDRESS: aanderson@ironrisk.com	
INSURED Riley Construction Company, Inc./RGC Services, Inc. Riley Building Systems, Inc. 201 6th St. Wamego KS 66547		INSURER(S) AFFORDING COVERAGE INSURER A: State Auto Property & Casualty INSURER B: Midwest Builders' Casualty Mutual Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23.24 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			PBP2562200	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP2292931	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			PBP2562200	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0000395-2023A	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater			PBP2562200	05/01/2023	05/01/2024	Aggregate Limit \$603,000 Occurrence Limit \$603,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Riley County Fire District #1
Ashland Bottoms Station 102

CERTIFICATE HOLDER

Board of County Commissioners of Riley County, Kansas
110 Courthouse Plaza

Manhattan

KS 66502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amber Anderson

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OUTSIDE AGENCY
Proclamation

Outside Agency
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Chamber of Commerce
MEETING: November 20, 2023
SUBJECT: Small Business Saturday Proclamation
PRESENTER: Chamber of Commerce

POSSIBLE MOTION(S)

Move to approve a Proclamation for Small Business Saturday November 25, 2023.

Enclosures:

- Small Business Saturday Proclamation County -2023 (DOCX)

Small Business Saturday Proclamation

WHEREAS, the small locally owned businesses of Riley County are vital to our county's economic health; and

WHEREAS, locally owned businesses contribute to our unique and vibrant community character; and

WHEREAS, the U.S. Small Business Administration states that small businesses create 66% of net new local jobs; and

WHEREAS, small business employs 47.5 per cent of the employees in the private sector in the United States;

WHEREAS, with every \$100 spent at a small local retailer, \$68 will return to the community through taxes, payroll and donations to local schools and charities; and

WHEREAS, public awareness of the contributions made by Riley County's local businesses is the key to sustaining a healthy business climate; and

WHEREAS, the people of Riley County are grateful to the small locally owned businesses of Riley County for their generous contribution to the quality of life we all enjoy; and

WHEREAS, we join American Express, the U.S. Chamber and other local Chambers of Commerce in supporting America's locally owned Small Businesses;

WHEREAS, the U.S. Senate and local elected officials in all 50 States now champion Small Business Saturday;

NOW, THEREFORE, We, the Board of Riley County Commissioners, do hereby proclaim Saturday, November 25, 2023, as

Small Business Saturday

In the County of Riley, Kansas, and urge all residents of Riley County to join the rest of America and do a portion of their holiday shopping at small locally owned businesses.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the seal of the County of Riley, Kansas to be affixed this 20th day of November 2023.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY KANSAS

Chair

Member

Member

ATTEST: _____
Rich Vargo, Riley County Clerk



COUNTY CLERK & ELECTIONS
Tax Roll Correction

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

COMMISSION AGENDA REPORT

FROM: Lori Muir, Real Estate Specialist

MEETING: November 20, 2023

SUBJECT: Sign Tax Roll Corrections

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Corrections.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- image30257 (PDF)
- image30258 (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2023/11/15 15:57:45

Taxpayer ID COUN0017
Owner ID COUN0017

Control # 2023002146

Tax Year 2022
Tract # 780001COUNTRY MEADOW RESIDENCE, LC
%INVESTMENT RESOURCES CORP
ATTN: DAVID PETERSON
7701 E KELLOGG DR STE 820
WICHITA, KS 67207-1712

CAMA # 189-31-0-00-00-012-01-0-01

TUTTLE CREEK RES
LOT 1 BLK 1TU 2 Manhattan City
Parcel 115650
USD 383

Property Address 1300 MARLATT AVE

APPRAISER SECTION (Value)

2023/11/15 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	437470	5229230	5666700

Total	437470	5229230	5666700
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Assessed Prior to Correction:

RU			
RU	50309	601361	651670

Total	50309	601361	651670
SB41	4600		

Appraised After Correction:

CL	Land	Imp	Total
RU	437470	4617480	5054950

Total	437470	4617480	5054950
-------	--------	---------	---------

Assessed After Correction:

RU			
RU	50309	531010	581319

Total	50309	531010	581319
SB41	4600		

Net Change	611750-
------------	---------

611750-

Net Change

70351-

Total	70351-
SB41	

CLERK SECTION (Tax)

2023/11/15 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy	Gen Tax	
156.46900	101966.16	

SB41 \$	92.00	
---------	-------	--

SB41 Tax Dollars	101874.16	
------------------	-----------	--

Tax After Correction:

Levy	Gen Tax	
156.46900	90958.40	

SB41 \$	92.00	
---------	-------	--

SB41 Tax Dollars	90866.40	
------------------	----------	--

Net Change

11007.76-

--	--

11007.76-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy	156.46900
Net Change in Levied Tax Dollars	11007.76-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code CO C.O.T.A./OTHER Rate 2.00%

Tax Statement # 12373

Comments Stipulated 2022 value Docket

No. 2022-679-EQ

Net Change in Total Tax Dollars

11007.76-

Owner COUN0017

COUNTRY MEADOW RESIDENCE, LC

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.

(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image30257 (14302 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by IMUIR

2023/11/16 15:08:23

Taxpayer ID GREG0011
Owner ID GREG0011Control # 2023002199

Tax Year 2023

Tract # 005014B1

GREG AND THERESA LLC

CAMA # 204-19-2-20-01-004-00-0-01

WARD 5

625 S 10TH ST

TU 2 Manhattan City

LOTS 25 THRU

MANHATTAN, KS 66502-5553

Parcel 15580

32 & E2 VAC 8TH ST

USD 383

Property Address 620 S JULIETTE AVE

APPRAISER SECTION (Value)

2023/11/16 IMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
EO	258000	488140	746140
—	—	—	—
—	—	—	—
—	—	—	—
Total	258000	488140	746140

Assessed Prior to Correction:

EO	258000	488140	746140
—	—	—	—
—	—	—	—
—	—	—	—
Total	258000	488140	746140
SB41	—	—	—

Appraised After Correction:

CL	Land	Imp	Total
CU	221244	418596	639840
EO	36756	69544	106300
—	—	—	—
—	—	—	—
Total	258000	488140	746140

Assessed After Correction:

CU	55311	104649	159960
EO	36756	69544	106300
—	—	—	—
—	—	—	—
Total	92067	174193	159960
SB41	—	—	—

Net Change	106300-
	106300

Net Change	586180-
	106300

Total	159960
SB41	—

CLERK SECTION (Tax)

2023/11/16 IMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy 150.37500 Gen Tax

SB41 \$

SB41 Tax Dollars

Tax After Correction:

Levy 150.37500 Gen Tax

SB41 \$

SB41 Tax Dollars

24054.00

24054.00

Net Change

24054.00

24054.00

TREASURER SECTION (Summary)

Net Change in Assessed Value

(no SB41 influence)

Applicable Mill Levy

Net Change in Levied Tax Dollars

159960

150.37500

24054.00

Type of Correction INCREASE

Correction Code CO C.O.T.A./OTHER Rate 2.00%

Tax Statement # 81972

Comments Exempt property sold to
taxable entity, added back to
tax roll partial year

Net Change in SB41 Exemption

Net Change in Total Tax Dollars

24054.00

Owner GREG0011GREG AND THERESA LLCBy order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image30258 (14302 : Tax Roll Corrections)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: November 20, 2023

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2023-11 Temp Elections MGreen EAF (DOCX)
- 2023-11 Temp Elections ATrimble EAF (DOCX)
- 2023-11 Fire DHofmann EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Marie Green**Status Change Date:** 11/20/2023**Status Change:** New Hire**Date of Hire:** 11/20/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-11 Temp Elections MGreen EAF (14304 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Antrena Trimble**Status Change Date:** 11/20/2023**Status Change:** New Hire**Date of Hire:** 11/20/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-11 Temp Elections A Trimble EAF (14304 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Darren Hofmann**Status Change Date:** 11/28/2023**Status Change:** New Hire**Date of Hire:** 11/28/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-11 Fire DHofmann EAF (14304 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 27, 2023**

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

Commission Comments

Business Meeting

Review Minutes

Press Conference Topics

Review Tentative Agenda

9:00 AM

Katharine Hensler, Museum Director

1. Staff update

9:15 AM

Lori Feldkamp, Big Lakes Developmental Center Director

2. Big Lakes Developmental Center update

9:30 AM

Press Conference

9:40 AM

Amanda Webb, Planning/Special Projects Director

3. Comprehensive Plan update

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

10:30 AM

Brittany Phillips, Budget and Finance Officer

5. Budget Amendment

12:00 PM

Intergovernmental Luncheon

Adjournment

Attachment: 11-27-23 tentative agenda (12889 : 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.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 30, 2023**

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

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:20 AM

Anna Burson, Appraiser

3. Staff update

9:35 AM

Amanda Webb, Planning/Special Projects Director

4. LEPP Grant

9:55 AM

John Ellermann, Public Works Director/County Engineer and Tom Orazam, RWD#1

5. RWD#1

11:00 AM

Executive Sessions to discuss department head evaluations

6. 11:00 Russel Stuke, Emergency Management Director
7. 11:20 John Ellermann, Public Works Director/County Engineer
8. 11:40 Julie Gibbs, Health Department Director

1:30 PM

Clancy Holeman, Counselor/Director of Administrative Services

Attachment: 11-30-23 tentative agenda (12889 : Tentative Agenda)

9. Executive session to discuss a performance matter involving non-elected personnel

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.



HEALTH DEPARTMENT
Update

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs and Jenni Ebert
MEETING: November 20, 2023
SUBJECT: RCHD Opioid Prevention Update
PRESENTER: Julie Gibbs

BACKGROUND

In the fall of 2022, RCHD, along with Pottawatomie County Health Department and Geary County Health Department, received a grant from KDHE titled Overdose Data to Action. With the funding from this grant, we were able to hire a part time Community Health Educator. This position was responsible for prevention education in the schools within the Wildcat Region. We were able to get into 5 different schools in the region in the spring of 2023. We were also able to form a Substance Use Task Force and held the first meeting in August. The grant term ended on August 31, 2023. At this time, as a task force, we approached the city and county commissioners in each jurisdiction of the Wildcat Region, asking for opioid settlement funds to continue the much needed prevention education in the schools. This was approved and we were able to hire Jenni Ebert as the part time Community Health Educator.

DISCUSSION

Jenny has made connections with each school district, city and county commissioners, chambers, and other community groups. She has delivered presentations already in several schools and is on the agenda in many others in the spring 2024. She has also the film showing in 2 counties so far. Jenny has been through several trainings, including a prevention conference in October. She has accomplished a lot in the few months she has been employed.

FISCAL IMPACT

See attached

RECOMMENDATION(S)

Recommend the BOCC continue the prevention program through 2024.

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:

- Project Deliverables Report (11_20) (PDF)
- 2024 Community Health Educator Program (002) (PDF)

GRANT FUNDED PROJECTS

S- Specific
M- Measurable
A- Achievable
R- Results Oriented
T-Time bound

Project Name: Opioid Prevention

Timeline

9-25-23 to present

Goal/Purpose:

Increase awareness and knowledge about opioid and substance use prevention

Deliverables:

- 1) Focus on each community involved in Opioid prevention for the defined hours, as directed by community partner:
 - a. MHK
 - b. Riley County
 - c. Pottawatomie
 - d. Geary
 - e. Wamego
- 2) Set up presentations in each school district
- 3) Set up presentations/updates with each commission
- 4) Set up film showing in each county

Needs from leadership:

Person/Org	How/What support needed

Achievements this quarter:

- Met with Commissioners in each county
- Met with City Manager in JC
- Met with one of the City Commissioners in JC to discuss partnering with a project they have on fentanyl (with United Way funds)
- Met with Administration at Onaga, Wamego, Rock Creek, St. Marys, USD 383, USD 384, USD 378, JC
- Met with Safe Kids of Pott County and connected with Safe Kids of Riley County to meet with them at their next meeting – December 5
- Set dates to show films in all three counties!
- Reached out to the Chambers in all three counties. (Met with Wamego's Chamber on 11-13)
- Reached out to Konza staff to set up a meeting to educate on prevention.

Current Challenges:

- Getting a hold of people via phone.....has been more successful with email
- Enough time to get everything done!
- Scheduling in schools can be challenging with current curriculums.

Upcoming Events:

- Present to MHS Health Classes on 11-29 and in the spring (if approved)
- Show the film in Manhattan on 11-27, JC on 11-29, and Wamego in the spring.
- Attend the Safe Kids of RC meeting on December 5

Attachment: Project Deliverables Report (11_20) (14299 : RCHD Opioid Prevention Update)

Year to Date Accomplishments: Presentations/Film Showing

School	Date	Attendance
Wamego Community Groups	09/29/2023	10
Wamego Community Group- Zoom	10/23/2023	23
Wamego Community Groups	10/03/2023	10
Live Well Committee Geary Cty	10/04/2023	9
Rock Creek School~ 10-31-23 Student Presentation	10/31/2023	398
Rock Creek Parent Presentation 11-14-23	11/14/2023	60
Onaga School~ 10-24-23 Parent Presentation	10/24/2023	8
10-25-23 Onaga Student Presentation	10/25/2023	188
11-9-23 Onaga Movie Presentation	11/09/2023	4
City/County Commission meeting	11/16/2023	—
TOTAL = 2 schools and 5 groups		Total 710

Year to Date Accomplishments: Trainings/Meetings

School	Date accomplished
Safe kids group Manhattan	11/01/2023
Safe Kids Group Wamego	10/18/2023
Song for Charlie	11/16/2023
Song for Charlie	10/26/2023
Song for Charlie	09/28/2023

Anxiety Youth Mental & Media	10/04/2023
Clear Alliance Instructor Train	09/24/2023
Ready Set Smartphone	10/09/2023
Operation Parent Crack the code Internet Safety	09/29/2023
Operation Parent Youth Vaping	11/02/2023
KS Prevention Conference 2.5 days	10-11, 12, 13
Opioid Prevention	11/28/2023
Operation Parent Fact about Fentanyl	10/08/2023
Operation Parents Facts about Fentanyl	11/02/2023

Program Overview

Objective and Deliverables:

- The Community Health Educator will work to decrease the abuse and misuse of substances within the Wildcat Region.
- Focus on each community involved in substance prevention for the defined hours as directed by community partners.
- 2023 Goal – Expand on the presentation in each school district. Jenni has made great progress with building impactful relationships.
- 2023 Goal – Continue to show the movie in each county. She will continue sharing accurate information regarding substances and the dangers associated with them.

Salary & Benefits:

Regular Part Time Position with benefits. This would be \$18.84/hour for 20/week at 39.5% benefits plus a \$65 cell phone reimbursement per month.

\$	19,593.60	Salary
\$	7,739.47	Benefits
\$	780.00	Cell Phone
\$	28,113.07	Total

Marketing:

This depends on the entire scope of the project. If we are primarily focusing on getting in front of individuals and providing resources for them (including print outs) \$1,000 per month would be sufficient to fund this program for the year.

\$ 12,000.00

Conference/Travel:

This would include travel between counties to get to presentations and even travel to two substance abuse conferences for the year.

\$	500.00	Conference Registration
\$	500.00	Hotels
\$	6,000.00	Travel
\$	7,000.00	Total

Rentals:

To show the movie in communities, we need to establish a total facility rental budget. This would work in conjunction with the marketing money that we would utilize to promote these events.

\$ 6,000.00

Total Budget Request

\$ 53,113.07 1040 Hours

Municipality	Population	Amount for 2024		Hours Per Contribution
City of Manhattan	53,829	\$	21,328.67	418
Riley County	18,130	\$	7,183.65	141
Wamego	4,841	\$	1,918.15	38
Pottawatomie County	20,507	\$	8,125.49	159
Junction City	22,932	\$	9,086.35	178
Geary County	13,807	\$	5,470.75	107
Total	134,046	\$	53,113.07	1040



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

STAFF REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: November 20, 2023

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- FINAL Commission List 11.20.2023 (DOCX)

PENDING COUNTY PROJECTS ▪ June, 2023 and through November 15, 2023 Submitted by Clancy Holeman, Riley County Counselor

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

COMMISSION LIST

I. Projects By Category:

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

Board of Riley County Commissioners: Prepare for public hearing on special use authorization on BOCC agenda 5-1-23. (4-30-23) Attend and participate in 5-1-23 BOCC public meeting. (5-1-23) Return 5-2-23 call from citizen requesting a “fence view.” Leave voicemail. (5-3-23) Discuss with citizen their return call requesting a “fence view.” I’ll send packet for citizen to complete and return, cautioning this matter may not be subject to fence view process. Citizen says they understand that is a possibility. (5-3-23) Attend and participate in BOCC public meeting. (5-4-23) New request for fence view. Advise packet will be mailed to them. (5-4-23) Prepare for BOCC public meeting of 5-8-23. (5-6-23;5-7-23) Attend and participate in regular BOCC public meeting. (5-18-23; 5-22-23; 6-1-23) Work on county budget preparation information. (5-18-23; 5-19-23) Review information from a department on township legal issue.(5-21-23) Work on scheduling future executive session. (5-22-23) Preparation for presentation to BOCC during its June 1, 2023 meeting of City of Ogden “Interlocal Service Agreement”—fourth of those agreements presented to our 4 “small cities”. Prepare correspondence to City of Ogden attorney. (5-30-23) Attend and participate in BOCC meetings. (6-1-23; 6-5-23) Mail City of Ogden attorney fully executed originals of “Interlocal Service Agreement—sales tax reimbursement. (6-5-23) Review request for letter of support from BOCC. (6-6-23) Work on county budget preparation information. (6-6-23) Work on fence view scheduling and notice. (6-5-23; 6-6-23-6-7-23) Prepare requested letters of support for telecommunications providers’ applications for state of Kansas LINC grant program. (6-9-23). Email completed letter of support to contact for one provider, as requested by Cox Communications. (6-12-23) Work on 2 fence view applications. Attend and participate in BOCC public meetings. (6-8-23; 6-12-23) Conversation with opposing counsel on pending litigation in Riley County District Court. (6-14-23) Provide TVT BOCC-signed letter of support. (6-14-23) Work on scheduling fence views. Notices out to applicants and adjoining landowners served by the fence. (6-15-23) Teams meeting with Bond Counsel and Craig, Shelley and Rich about route for financing two pending county projects. I review and approve authorizing resolution and send it on to Bond Counsel for review. (6-21-23) Attend and participate in BOCC meetings.(6-22-23; 6-26-23; 6-29-23) Attend delinquent tax sale. (6-23-23) Work on scheduling of fence view. (6-22-23; 6-23-23; 6-26-23; 6-27-23) Work on and provide letter of support from BOCC for City of Ogden grant application federal program. (6-28-23; 6-29-23; 7-1-23) Work on District Court appeal by Prairiewood of BOCC approval of preliminary and final development plans for Liquid Art Winery. (6-29-23; 7-1-23) Work on county budget analysis for BOCC. (7-2-23; 7-3-23; 7-4-23) Prepare for BOCC public meeting of July 6, 2023. (7-5-23) Communicate with counsel for fence view applicant Hopkins. Request property access address detail. (7-5-23) Attend and participate in BOCC meetings. (7-6-23;7-10-23) Register

Attachment: FINAL Commission List 11.20.2023 (14305 : Clancy's Commission List)

for upcoming KAC zoom on LAVTR. (7-11-23) Work on fence view scheduled for 7-13-23. (7-11-23) Work on scheduling of different upcoming fence view for end of July, 2023. (7-7-23; 7-8-23; 7-9-23; 7-11-23) Work on Bala Township “county property” issue. (7-10-23; 7-11-23) Work on fence view scheduled for 7-13-23. (7-10-23; 7-12-23) Legal analysis of appropriation question involving outside agency. (7-12-23) Attend and participate in BOCC meetings. (7-13-23; 7-17-23) Attend and participate in Hopkins/Pralle fence views. (7-13-23) Final additional notices of Nelson fence view to occur July 24, 2023 prepared and mailed to both parties. (7-14-23) Prepare for 7-24-23 BOCC meeting. Attend and participate in BOCC meetings. (7-20-23; 7-24-23) Attend and participate in Nelson and Rhoton fence view. (7-24-23) Attend and participate in BOCC meetings. (7-27-23; 7-31-23) Work on Hopkins/Pralle fence view. (7-28-23) Attend and participate in BOCC meetings. (8-10-23; 8-14-23) Work on commission agenda report for draft fence view order on Hopkins/Pralle view. (8-14-23; 8-15-23) Attend and participate in BOCC meetings. (8-17-2023; 8-21-23; 8-24-23; 8-28-23; 8-31-23) Prepare letter of support for City of Ogden grant application. (9-13-23) Attend and participate in BOCC meetings. (9-7-23; 9-11-23) Assist in finalization of annual County financial audit. (9-14-23) Attend and participate in BOCC meeting. (10-12-23.) Work on pending litigation “I”. (10-13-23) Attend and participate in BOCC meeting (10-16-23.) Attend and participate in BOCC meetings. (10-19-23; 10-23-23) Work on communication project. (10-24-23; 10-25-23.) Review contractual provisions for subsequent use. (10-25-23.) Attend and participate in BOCC meeting. (10-26-23.) Attend and participate in County/City/USD 383 meeting. (10-26-23.) Attend and participate in BOCC public meeting in City of Ogden. (10-30-23.) Attend and participate in BOCC meeting. (11-2-23.) Prepare for late arrival to BOCC meeting on November 6, 2023. (11-5-23.) Work on Fire District project. (11-7-23) ***Attend and participate in BOCC meetings. (11-9-23; 11-13-23)***

“Constitutional Protection of County Home Rule”:

County Counselors Association of Kansas:

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

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

“Dark Store”:

District Court:

Federal Rules on Vaccination Mandate:

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure. Discuss text of journal entry proposed by counsel for Respondents. (12-9-22; 12-11-22) Request transcript of Court’s ruling. Arrange for generation of check based on invoice from court reporter. (12-20-22) Work on pending appeal by neighboring property owner. (12-27-22; 12-28-22; 12-29-22) Review transcript

and notify opposing counsel I will provide revised version of her proposed journal entry—in order to conform the journal entry to the text of the transcript. (1-4-23) Provide opposing counsel proposed revised journal entry. (1-29-23) Following exchange of respective journal entries in February, 2023, counsel review proposed changes and agree on final version for filing with court. (2-28-23; 3-3-23; 3-5-23) Prepare notice of appeal, following legal research. (4-3-23; 4-4-23; 4-5-23) File Notice of Appeal in District Court. (4-5-23) Finalize notice of appeal, given appointment of Lyon County District Judge at outset of appeal. Discuss with staff of Lyon County District Court Judge and with Riley County District Court Clerk staff member. Provide copy of notice of appeal to Lyon County District Court Judge who was assigned and heard appeal. (4-6-23) Work on appeal. (5-24-23; 5-30-23; 5-31-23; 6-1-23) Legal research on appeal. (6-2-23; 6-5-23) Work on appeal. (6-13-23; 6-14-23; 6-15-23.) Work with opposing counsel on Court of Appeals request for additional document from me. We are in agreement its equivalent is already part of the Record on Appeal. I will file response with Court of Appeals stating that fact. (7-17-23; 7-19-23) Communication with opposing counsel on immediately preceding issue. (7-21-23; 7-22-23; 7-24-23-7-25-23) Work on immediately preceding response and file with Court of Appeals. (7-21-23; 7-22-23; 7-23-23; 7-24-23; 7-25-23) Court of Appeals has retained jurisdiction based upon my Response to Order to Show Cause. Draft and file Motion for extension of time to file brief in support of County's position. (7-31-23) Work on record on appeal. (9-11-23;9-12-23;9-13-23)Work on Appeal. (9-14-23;9-15-23;9-16-23;9-17-23;9-18-23;9-19-23; 9-20-23; 10-4-23;10-5-23-10-6-23;10-7-23;10-8-23;10-10-23; 10-11-23.) Work on appeal. (10-12-23; 10-17-23; 10-18-23.) Conversation with opposing counsel and agree to extend her time to file brief. (11-3-23)

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

Legislation: Invitations out to state delegation for December 12, 2022 legislative conference, along with copy of agenda. (12-1-22) Reminders out to legislative delegation of 12-12-22 legislative conference. (12-8-22) Preparation for legislative conference. (12-11-22) Attend and participate in legislative conference. (12-12-22) Discuss legislative issue with County Appraiser. Review information and advise. (12-27-22) Discuss with 2 other county's county counselors possibility of linking up both our respective legislative delegations and lobbyists for cooperative action on potential "nuisance abatement" statute during 2023 legislative session. (12-29-22) Discuss with County Clerk and legislative delegation member the RNR statute. (1-3-23) Drive to Topeka and pick up lobbyist badge for 2023 state legislative session. (1-3-23) Week of January 23, 2023: Work on "vacant lot" house bill (HB 2083) and discuss with our legislative delegation; Work on RNR statute modification bill (HB 2002) and provide BOCC written testimony in support. Review legislative issues identified by contract lobbyist. (1-27-23.) Work on Nuisance Abatement legislation proposal on Riley County platform. (1-25-23;1-26-23; 1-27-23) Work on SB 90 and HB 2148—Treasurers' Association auto tag fee bill. (1-26-23; 1-27-23) Review proposed schedule for temporary financing of High Plains Road project. (1-28-23) Review testimony from County Clerk's association on HB & HB involving election matters. (2-6-23) Work on SB 162 (nuisance abatement) (2-9-23;2-10-23) Complete testimony in support and deliver

required 75 paper copies to lobbyist for routing to Senate Local Government committee secretary.(2-10-23) Provide Riley County state legislative delegation, contract lobbyist, and KAC Riley County's testimony in support of SB 162. (2-10-23) Route to Rep. Mike Dodson County Appraiser's input on: HB2232 (Appraiser Qualifications); HB 2319 (tax exemption on business property in competition with property owned or operated by government); HB 2201(requiring 5 years valuations listed on CVNs); HB 2200 (exemption on homestead, retired, military); HB 2220 (5yr property tax exemption on startups); HB 2231 (tax exemptions for daycare); HB2056, HB 2057, HB 2237(no position from appraisers' association or Appraiser). Provide BOCC testimony and our SB 162 to another county at that other county's request—they are struggling with a number of "nuisance" real properties. (2-10-23) Work on SB 1623 and prepare for upcoming legislative hearing. (2-13-23) Attend and participate in legislative hearing on SB 162 before Senate Local Government Committee. (2-14-23) Zoom with Treasurer and County Clerk on SB 248. (3-1-23) Work on SB 248 & 252 analysis for relay to KAC and legislative delegation. (3-2-23;3-3-23; 3-7-23; 3-8-23) Work on analyzing SB 228 (amendment of multiple statutory provisions on jail administration) in response to legislative delegation member's question; after requesting and receiving impact opinion from RCPD on any change county might support for reimbursement of jail inmate medical costs. Communicate with legislator. (3-8-23; 3-13-23;3-14-23) Communicate with contract lobbyist to work on scheduling "virtual" follow up legislative conference with delegation. Work with Cindy K. (3-15-23). Analyze and prepare for discussion of potential litigation in upcoming executive session. (3-15-23) Discuss legislative matter with member of delegation. (3-15-23) Communicate with legislative delegation to schedule virtual follow up legislative conference either April 10, 2023, or April 17, 2023. (3-16-23) Communicate with contract lobbyists. (3-17-23) Communicate with responding delegation members about their preferred dates. (3-18-23;3-19-23) Review communication from delegation member on pending bills. (3-19-23) Communicate with County Appraiser on proposed SCR freezing real property tax values at no more than 3% increase annually.(3-19-23) Work with PIO and County Appraiser on public statement regarding legislative item. (3-20-23; 3-21-23 Respond to staff communication on apparent status of SB 248 (exemption for "food" in existing and future local sales taxes) and HB 2002 (RNR notice costs paid by the state). (3-22-23) Work at county staff level on SB 248; SB 252. (3-1-23; 3-2-23; 3-3-23) Prepare for discussion with BOCC I'll suggest at tonight's public meeting in City of Riley. (3-30-2023) SB 323—requiring election of all county appraisers statewide. (3-30-23) Work on H Sub SB 42. Discuss with contract lobbyist. (4-2-23; 4-3-23) Work with PIO and County Appraiser on possible press release regarding SCR 1610. (3-21-23; 3-22-23) Prepare for March 27, 2023 Intergovernmental Luncheon and legislative update to present. (3-26-23) Attend and participate in Intergovernmental Luncheon—statutory update. (3-27-23) Work with PIO and County Appraiser on possible press release regarding SCR 1610. (3-27-23) Email delegation invitation to virtual follow up legislative conference scheduled for April 10, 2023, 10:30-11:30 a.m. (4-3-23) Review amended HB 2002—eliminating that portion of existing locally voter approved sales taxes generated by food sales; SCR 1611—4% ceiling on annual property valuations. (4-6-23) Draft agenda for 4-10-23 virtual legislative conference. Invitations out to contract lobbyist and KAC lobbyist. (4-7-23) Discussion with county's contract lobbyist on status of various legislative items following legislature's 4:30 a.m. adjournment Friday morning. (4-7-23) Draft agenda for virtual legislative conference. (4-7-23) Assist BOCC with conducting virtual legislative conference. (4-10-23) Review portions of 127-page Conference Committee Report on SB 8 "competition" and a host of other legislative issues. (4-27-23) Conversation with contract lobbyists to schedule teams meeting. (8-2-23) Communicate with contract lobbyists to schedule upcoming Teams meeting. (8-3-23; 8-4-23;8-6-23) Prepare for Thursday upcoming presentation to BOCC of 2024 session legislative requests for KAC legislative platform. (8-6-23) Teams meeting with contract lobbyists. (8-9-23) Meeting with member of state legislative delegation and BOCC member. (8-21-23) Attend and participate in first KAC legislative policy committee meeting. (8-30-23) Discuss with BOCC potential annual legislative conference dates in December, 2023.(10-16-23) Notify delegation members conference scheduled on the following date which worked for a majority of responding legislators: December 14, 2023, noon to 2 pm. (10-26-23) Work on agenda for legislative conference (10-27-23; 10-30-23) *Work on agenda for legislative conference. (11-13-23;11-14-23;11-15-23)*

Attachment: FINAL Commission List 11.20.2023 (14305 : Clancy's Commission List)

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

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

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

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

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

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

Rural Economic Development Advisory Board:

Staff Budget and Planning Committee:

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

II. Projects by Department or Division:

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

Riley County Appraiser’s Office: Discuss separate exemption through bond issue. (5-3-23) Analyze IRB issue and advise Department Head. (5-5-23) Advise on legal question. (5-19-23) Assist Dept. Head with legal issue. (5-30-23) Advise on separate legal issue different from immediately preceding first two issues. (5-30-23) Discussion with Department Head. (6-13-23) Return call from Department Head. Discussion with Department Head of legal issue. (6-14-23) Meeting with County Appraisal and legal staff on nuisance

property issue. (6-14-23) Communicate with Department Head on legal issue. (6-20-23) Assist and advise Dept. Head on BOTA issue. (7-18-23;7-19-23) Advise Department Head on BOTA issue. (7-20-23) Communicate with Department Head and Deputy County Counselors about BOTA issue. (8-9-23) Communicate with Department Head and this office's Deputies regarding property tax exemption issue. (8-13-23) Communicate with Department Head and this offices Deputies regarding property tax valuation issue. (8-13-23) Discuss with Department Head and advise on legal issue. (8-14-23; 8-15-23)

Riley County Attorney: Work on contract for services. (2-22-23) Work on immediately preceding contract with Department Head. (2-27-23;2-28-23;3-1-23;3-2-23) Respond to Department head update on pending discussion to schedule with counsel on our BOTA cases. (4-7-23) Discuss with Department Head legislative issue. (4-7-23)

Riley County Clerk: Assist with KORA issue. (5-3-23) Assist with same KORA issue through communication with outside requester; communication with I.T. based on prior provision of similar information requested in 2021. (5-4-23) Work on request for electronic data. (5-22-23; 5-23-23; 5-26-23) Discuss contract issue. (6-2-23) Discuss contract issue. (6-13-23; 6-14-23) Work on same contract issue. (6-14-23) Teams meeting with Clerk and Election Supervisor on contract issue. (6-15-23) Confirm with County Clerk and Election Supervisor vendor has agreed to contractual provisions attachment; advise to place on BOCC agenda of public meeting on 6-22-23. (6-19-23) Work on separate proposed contract. Schedule Teams Meeting with Department Head and Election Supervisor for 6-21-23. (6-20-23) Teams meeting with Department Head and Election Supervisor on contract issue. Discuss. (6-21-23) Work with staff and advise on open records act issue. (7-24-23;7-25-23;7-26-23) Work on new open records act issue. (7-27-23; 7-28-23; 7-31-23; 8-1-23) Work on open records act issues. (8-2-23; 8-3-23; 8-4-23; 8-7-23; 8-8-23; 8-9-23) Advise and assist on open record act issue. (9-12-23;9-13-23) Schedule meeting with staff of two departments to plan means of addressing particular type of KORA request in most fair and efficient manner to reduce, potentially, two departmental workloads. (9-13-23;9-14-23) Reschedule forgoing meeting to 10-27-23. (10-19-23) Work on contract law issue. (10-24-23) Assist with legal issue. (11-3-23;11-5-23; 11-6-23.)

Riley County Community Corrections:

Riley County Emergency Management: *Work on project issue. (11-7-23; 11-8-23)*

Riley County Emergency Medical Services: City Commission has asked counsel for both entities to develop a document allowing County use and potential improvements to alley providing access to lot purchased by County for North County ambulance station. I send email to counsel for City of Leonardville advising of this and inviting him to call me to discuss. (12-7-22) City Attorney responds and confirms parties understand what's necessary. Consultation with Craig. (12-8-22) Discuss with Department Head arrangement for site visit on 12-21-22. (12-20-22) Site visit with Department Head and Deputy County Counselor to be rescheduled. (12-21-22) Work on North County ambulance station design project. Discuss with Department Head. (1-29-23) Respond to communication from outside counsel on pending matter.(3-19-23) Prepare for teams meeting tomorrow morning on opening of alley easement for estimated September, 2023 completion of Leonardville North County Ambulance station. (5-8-23)

Riley County Extension: Work on annual authorization for controlled beer sales during rodeo at county fair. (5-31-23) Work with Director on parking issue at fair site. Contact USD 383. (7-20-23; 7-21-23)

Riley County Fire District No. 1: Schedule conversation with Department Head for 4-21-23 on Ashland Bottoms and University Park fire station projects—recently rejected bids—next steps. (4-17-23) Attend staff meeting on open burning issues with: Riley County Attorney; RCPD; Fire District Chief. (4-19-23) Meeting with Fire Chief on issues related to construction of two fire stations. (4-21-23) Review material on land swap

proposed between Fire District and University Park, for construction of new fire station. (4-27-23) Leave message for Department Head in response to call earlier today. (4-27-23) Discussion with Department Head regarding University Park's agreement to contract terms for land swap as relayed previously by Department Head to University Park Advisory Board members. (4-27-23) Work on contract law issue. (11-7-23; 11-8-23.) Work on separate contract law issue. (11-7-23)

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

Riley County Health Department: Advise Department Head on issue involving small city. (6-19-23) *Work on contract law issue. (10-12-23;10-13-23.)* Work on contract law issue. (10-19-23;10-23-23; 10-24-23.)

Riley County Historical Museum:

Riley County Human Resources. (5-3-23) Work with HR and Department Head on personnel issue. (5-4-23) Discuss with staff "COVID" working group (Ambulance; RCHD; HR; Clerk) end of the public health emergency and benefits question raised. ((5-4-23) Communicate with HR and Department Head on personnel issue. (5-4-23) Discussion with Deputy County Counselor Woodard regarding legal issues surrounding immediately preceding legal issue. (5-4-23) Work on immediately preceding issue. Communicate with HR and Department Head. Schedule meeting with HR and Department for 5-5-23 (5-4-23) Meet with HR and assist with unrelated personnel issue. (5-4-23) Meet with Department Head and Deputy Counselor Woodard on issue scheduled on 5-4-23. (5-5-23) Teams meeting with HR and department leadership on personnel issue. Follow up with HR on same personnel issue. (5-8-23) Conversation with HR on different personnel issue. (5-8-23) Discuss personnel issue with HR Director. (5-19-23) Work on personnel issue. (5-22-23) Communicate with HR on pending litigation matter. (5-22-23) Assist HR with personnel issue. (5-31-23) Assist HR with personnel issues. (6-6-23) Assist HR with contractual issue. (6-7-23) Assist HR and county department with personnel issue. (6-12-23) Exchange communications with HR and department about personnel issue discussion rescheduling. (6-16-23) Communication from Dept. on personnel issue. Analyze. (6-15-23) Work on legal issue for Department. (6-25-23) Assist Department with legal issue. (6-26-23) Assist Director and a Department Head with HR matter. (7-11-23; 7-12-23) Discuss 3 different personnel law issues with Director. (7-18-23) Advise Department on 2 unrelated personnel law issues. (7-21-23) Discuss personnel law issue. (8-2-23) Communicate with HR regarding legal issue. (8-9-23) Communicate with HR regarding search to fill vacant Legal Assistant Position. (8-13-23) Finalize Greed Dot Contract. (9-12-23) Conversation with HR. (10-12-23.) Review example of proposed Performance Review new form to be completed by 10-16-23.(10-12-23) Work with a department on HR issue "IV." (10-13-23.) Work with Department on unrelated HR issue("V"). (10-16-23.) Work with Department on unrelated HR issue "VI".(10-16-23.) Work with department on Personnel issue I. (10-19-23;10-23-23; 10-25-23.) Work with division on personnel law issue II. (10-24-23.) Work with Division and Department Head on personnel law issue II. (10-25-23;10-26-23;10-27-23;10-28-23-10-29-23;10-30-23) Work with Division and Department Head on personnel law issue. (11-1-23.) Work with Division and Department on personnel law issues. (11-2-23;11-3-23; 11-5-23;11-6-23.) *Work on personnel law issue for Division and Department. (11-10-23).* *Work with Division and Department on personnel law issues. (11-9-23;11-13-23; 11-14-23).*

Riley County Information Technology/GIS Follow up on "shapefile" request from company. (6-5-23) *Work with department on contract law issue. (10-24-23.)*

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

Riley County Noxious Weeds/Hazardous Household Waste: Discuss with department head upcoming potential property leases of county ground. (5-3-23) Request Department Head provide copy of deed on one

of leased properties—to review restrictions on all the leased properties. (5-4-23) Schedule discussion with Department Head on real property issue. (5-22-23)

Riley County Public Information Officer: Conversation on lawful options for final version of BOCC minutes. (10-24-23.)

Riley County Planning & Development: Relay information obtained to Planning & Development. (5-3-23) Assist Dept. Head with road renumbering issue. (5-30-23) Draw up agreed order withdrawing my motion finding requests for admission provided appellant are admitted. File approved order electronically. (6-5-23; 6-6-23) Schedule meeting with Department Head and staff on nuisance property. (6-9-23) Work on benefit district project and its authorization. (6-12-23; 6-13-23) Communicate with staff on nuisance property. (6-14-23) Work on Prairiewood appeal to District Court. (7-25-23; 7-26-23) Communicate with staff on different property in violation of county codes. (7-27-23) Work on Prairiewood appeal to District Court. (8-1-23; 8-2-23) Work on Prairiewood appeal to District Court. (8-3-23; 8-4-23; 8-6-23; 8-7-23; 8-8-23; 8-9-23) Work on Prairiewood appeal to District Court. (8-10-23; 8-11-23; 8-12-23; 8-13-23; 8-14-23; 8-15-23; 8-16-23) Work on Prairiewood appeal to District Court. (8-17-23; 8-18-23; 8-19-23; 8-20-23; 8-21-23; 8-22-23; 8-23-23; 8-24-23; 8-25-23; 8-26-23; 8-27-23; 8-28-23) Represent County in District Court hearing on Prairiewood appeal. (8-29-23) Conversation with landowner. (10-12-23.) Review and approve Comprehensive Plan resolution “as to form” for 10-16-23 BOCC meeting. (10-12-23.) Work on pending litigation. (10-13-23) Work on pending litigation “III”. (10-13-23.) Work on pending project “I”. (10-13-23.) Conversation with opposing counsel in pending appeal “II.” (10-13-23) ***Work on benefit district project. (11-6-23; 11-7-23.) Work to schedule meeting with business and staff on different pending legal issue. (11-7-23; 11-8-23)***

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

Riley County Public Works: Discuss with Department Head and Assistant County Engineer transfer station operation. (5-2-23) Work toward potential agreement on parking lot. (5-3-23) Work toward potential agreement on parking lot. (5-4-23) Discuss potential contract and bid documents on culvert replacement. Advise Assistant County Engineer. (5-5-23) Communicate with Staff on completion of review of contract issue. (5-19-23) Analyze contract issue on separate project at request of Department Head. Discuss with Department Head. (5-19-23) Teams meeting with Department Head on lease issue; and on township issue. (5-23-23) Communicate with landowner. (5-24-23) Continue work on lease issue. (5-24-23; 6-6-23) Work on same lease issue. (6-11-23; 6-12-23) Discuss transfer station operation with Department Head and Assistant County Engineer (6-12-23; 6-13-23; 6-14-23) Work on benefit district project and its authorization (6-12-23; 6-13-23) Discuss transfer station issue with Department Head and Assistant County Engineer. (6-14-23) Communicate with Department Head and Assistant County Engineer about opportunity to Teams Meet with Operator and his counsel 6-23-23. (6-19-23) Send invitations for Teams Meeting to Operator, his counsel, Department Head and Assistant County Engineer. (6-20-23) Work on parking lot lease project. (6-19-23; 6-20-23; 6-21-23; 6-22-23; 6-26-23) Work on contract for transfer station. Communicate with Department Head and Assistant County Engineer. (7-1-23) Communication from KDOT on City of Ogden bridge inspection. (7-1-23) Work on contract for transfer station. (7-1-23; 7-2-23; 7-5-23) Review and approve “as to form” term sheets and associated bond counsel documents for financing of two distinct scheduled construction projects. (7-20-23) Work with bond counsel on financing for two distinct scheduled projects. (7-24-23; 7-25-23) Review and approve as to form contract documents for public safety headquarters construction project—Construction Manager at Risk. (7-27-23) Work on contract for transfer station. (8-3-23; 8-4-23) Review for BOCC signature at this Thursday’s scheduled public meeting, proposed final contract returned today by transfer station operator. (8-14-23) Discuss land use issue with Department Head. (10-12-23.) Communicate with potential vendor on project. (10-13-23.) Communicate with county insurer on project. (10-13-23.) Contract law issue. (11-6-23.)

Riley County Register of Deeds: Discuss legislative conference issue with Department Head. (12-6-22; 12-7-22) Advise on legal issue. (2-12-23) Communicate with Department head on deed issue. (3-17-23) Discuss with Deputy Counselor correction deed prepared for filing. (3-28-23) Communicate with three offices, their staff and department heads on common legal issue. (11-7-23) Communicate with department head on same issue. (11-8-23)

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

RILEY COUNTY POLICE DEPARTMENT—Administered by Law Enforcement Agency (“Law Board”):

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

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

Administrative Matters: Discuss with HR CAR I'll prepare for transition of Counselor position based upon my scheduled 2025 retirement. (5-19-23) Work on transition of Deputy position given incumbent's scheduled retirement. (5-22-23;5-23-23) Discuss and decide with staff on renewal of “Hawver” subscription. (5-30-23) Register for June 20 webinar on Title VI requirements under ARPA; to be conducted by Officer of Recovery. (6-5-23) Information to Office Manager on invoice for Westlaw. (7-5-23) Partners' Meeting. (7-21-23) Review and approve proposed CAR drafted by H.R. for upcoming position vacancy due to a retirement. (7-27-23) Work with HR and staff working group preparing for candidate interviews for 2 positions. (7-27-23;7-28-23) Staff meeting to discuss departmental input, as requested by PIO, on survey regarding retention and recruitment and retention. Provide info to PIO. (8-2-23) Review, approve Department timecards.(8-6-23) Work on transition of department for upcoming vacancy in Office Manager position. Review all internal applications. Communicate with both Riley County Deputy County Counselors and H.R. Director. (8-6-23) Work on transition of department to fill vacancy in Legal Assistant position. (8-10-23;8-11-23; 8-13-23)Review City/County/County agenda for 8-17-23 meeting. (8-13-23) Work on upcoming retirement receptions for department. (8-11-23; 8-14-23; 8-15-23;8-16-23;8-17-23) Continued work on transition of department to fill vacancy in Legal Assistant position. (8-15-23) Participate in panel interview of candidate for Legal Assistant I position.9 (8-18-23) Attend retirement reception in BOCC chambers for Jill Seaton. (8-31-23)

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

County Counselor Association of Kansas:

Department Head Committee: Attend and participate in committee meeting. (7-5-23) Attend and participate in meeting. (7-19-23) Attend and participate in committee meeting. (8-2-23) Attend and participate in Committee Meeting. (10-18-23) Attend and participate in committee meeting. (11-1-23.)

Intergovernmental Luncheon:)

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

Kansas Association of Counties:

Staff Budget and Planning Committee: Work with B & P on development of contracts for transfers to small cities for loss of funds as countywide ½ cent sales tax sunsets 12/31/22. (11-15-22) Review material for BOCC presentation to be made by Budget and Planning during the next BOCC public meeting. (11-28-22) Attend and participate in Committee meeting. (11-29-22) Ask Shilo for her opinion on draft of agreement. (2-7-23)

Staff Riley County Employee Recognition Day Planning Committee: Attend and participate in committee work planning Employee Recognition Day. (6-20-23) Analyze proposed venue contract. Conversation with County's insurer. Voicemail left with PIO. (7-5-23) Attend and participate in Committee meeting (7-18-23) Communicate with sales representative for AMC Theatre. (8-2-23; 8-3-23) Communicate with AMC representative and our insurer regarding event. (8-13-23) Attend and participate in committee meeting. (8-15-23) Communicate with our insurer and attorney for venue regarding Recognition Day. (8-15-23) Communicate with attorney for venue regarding Recognition Day. (8-16-23; 8-17-23) Attend and participate in Employee Day. (10-9-23.) Work on future Employee Recognition Day issue. (10-18-23)

Staff Road Renaming Committee:

Attachment: FINAL Commission List 11.20.2023 (14305 : Clancy's Commission List)

**RILEY COUNTY LAW ENFORCEMENT AGENCY
LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Ave.
Manhattan, KS
November 20, 2023 12:00 p.m.
Agenda**

I. ESTABLISH QUORUM- Chairperson Matta

II. PLEDGE OF ALLEGIANCE- Director Peete

III. CONSENT AGENDA

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

- | | | |
|-------------|----|--|
| Pages 3-7 | A. | Approve October 16, 2023 Law Board Meeting Minutes |
| Pages 8-20 | B. | Approve 2023 Expenditures/Credits |
| Page 21 | C. | 2023 Adjusted Financial Journal Entries- <i>(Review)</i> |
| Page 22 | D. | Juvenile Transport Reimbursement |
| Pages 23-26 | E. | RCPD Related County Expenditures- <i>(Review)</i> |
| Page 27 | F. | Riley County Jail Average Daily Inmate Population- <i>(Review)</i> |
| | G. | Approval of Department Policies |
| Pages 28-31 | 1. | 15.1.4 Succession Planning |
| Pages 32-48 | 2. | 41.1.5 Police Service Canines |
| Page 49 | H. | Reports: Synopsis- <i>(Review)</i> |
| | 1. | Monthly |
| Pages 50-65 | a) | Monthly Crime Report- Captain Freidline |
| | 2. | Quarterly |
| Pages 66-70 | a) | 3 rd Quarter Uniform Crime Report (82.1.4)- Captain Hajek |
| Pages 71-80 | b) | 3 rd Quarter Traffic Accident & Enforcement Analysis (61.1.1 A & C)- Captain Steere |
| Pages 81-82 | c) | 3 rd Quarter Seizure & Forfeiture Report (84.1.8)- Captain Freidline |

IV. GENERAL AGENDA

- | | | |
|-------------|----|---|
| | I. | Additions or Deletions |
| | J. | Public Comment |
| | K. | Fraternal Order of Police Lodge #17 Comments |
| | L. | Board Member Comments |
| Pages 83-92 | M. | 2023 Budget Review- Director Peete & Captain Jager- <i>(Discussion)</i> |
| | N. | Executive Session- <i>(Vote Required)</i> |
| | 1. | Non-Elected Personnel Matters |
| | 2. | Attorney Client Privilege |
| | O. | Adjournment |

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

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



RILEY COUNTY POLICE DEPARTMENT

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

Riley County Law Enforcement Agency Law Board Meeting

**Monday, November 20, 2023
12:00 p.m.**

City Commission Chambers
1101 Poyntz Avenue
Manhattan, Kansas

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

RILEY COUNTY POLICE DEPARTMENT MONTHLY BUDGET STATUS REPORT

October 31, 2023		Budget	Current Actual	Actual-YTD	% to date	Last YTD	Remaining	% Balance
		Authorization	October	10 Months	83.33%	Actual	2 Months	16.67%
01	Salaries-Full Time	15,637,969.00	1,182,822.70	12,252,912.44	78.35%	10,847,907.08	3,385,056.56	21.65%
02	Salaries-Part Time	125,000.00	6,545.01	68,422.28	54.74%	60,923.56	56,577.72	45.26%
03	Salaries-Overtime	471,762.00	50,426.77	565,040.28	119.77%	534,660.05	-93,278.28	-19.77%
TOTAL SALARIES		16,234,731.00	1,239,794.48	12,886,375.00	79.38%	11,443,490.69	3,348,356.00	20.62%
36	Kansas Police & Fire	2,155,361.00	166,347.88	1,777,598.66	82.47%	1,483,276.47	377,762.34	17.53%
37	KPERS	646,542.00	47,531.37	513,192.76	79.38%	434,098.77	133,349.24	20.62%
38	Social Security	654,574.00	47,640.31	498,598.29	76.17%	448,426.59	155,975.71	23.83%
39	Health Insurance	1,537,150.00	120,000.00	1,400,000.00	91.08%	1,200,000.00	137,150.00	8.92%
40	Workers Compensation Insurance	380,000.00	20,315.70	183,357.35	48.25%	120,938.10	196,642.65	51.75%
41	Unemployment Compensation	16,234.00	1,189.64	12,337.77	76.00%	10,958.17	3,896.23	24.00%
TOTAL EMPLOYEE BENEFITS		5,389,861.00	403,024.90	4,385,084.83	81.36%	3,697,698.10	1,004,776.17	18.64%
TOTAL PERSONNEL COSTS		21,624,592.00	1,642,819.38	17,271,459.83	79.87%	15,141,188.79	4,353,132.17	20.13%
04	Utilities	205,000.00	23,095.55	198,645.71	96.90%	208,158.54	6,354.29	3.10%
05	Insurance	320,000.00	0.00	474,705.00	148.35%	500,247.00	-154,705.00	-48.35%
06	Legal & Accounting	85,000.00	7,635.39	69,101.00	81.30%	61,653.62	15,899.00	18.70%
07	Training & Travel	108,000.00	9,253.68	102,052.44	94.49%	143,305.66	5,947.56	5.51%
08	Postage	7,400.00	0.00	5,772.78	78.01%	4,406.51	1,627.22	21.99%
09	Printing	7,500.00	0.00	5,047.11	67.29%	3,027.27	2,452.89	32.71%
10	Rentals-Maint Agreements	60,000.00	4,177.64	43,466.29	72.44%	41,864.49	16,533.71	27.56%
11	Building & Grounds	30,000.00	1,762.80	26,479.58	88.27%	28,030.37	3,520.42	11.73%
12	Equipment Repair & Maintenance	85,000.00	2,727.15	18,959.68	22.31%	49,226.82	66,040.32	77.69%
13	Vehicle Maintenance	90,000.00	11,184.54	104,584.55	116.21%	140,915.89	-14,584.55	-16.21%
14	Telephone Service	62,000.00	8,903.16	62,515.37	100.83%	72,388.63	-515.37	-0.83%
16	Medical Fees	15,000.00	1,355.00	16,144.41	107.63%	29,829.15	-1,144.41	-7.63%
19	Contractual Services-Computers	690,000.00	241,255.37	618,770.95	89.68%	674,757.20	71,229.05	10.32%
20	Other Contractual Services	314,000.00	-135,728.45	514,621.76	163.89%	524,781.09	-200,621.76	-63.89%
TOTAL CONTRACTUAL SERVICES		2,078,900.00	175,621.83	2,260,866.63	108.75%	2,482,592.24	-181,966.63	-8.75%
17	Prisoner Food & Care	195,000.00	29,291.25	315,660.65	161.88%	289,917.42	-120,660.65	-61.88%
21	Community Services	17,500.00	595.00	8,857.92	50.62%	15,305.86	8,642.08	49.38%
22	Books, Subscriptions, Memberships	10,000.00	58.85	6,636.91	66.37%	9,317.31	3,363.09	33.63%
23	Uniforms & Accessories	40,000.00	6,831.18	40,179.51	100.45%	74,676.96	-179.51	-0.45%
25	Maintenance Supplies	29,500.00	983.41	11,986.15	40.63%	17,332.23	17,513.85	59.37%
26	Fuel & Lubrication	163,000.00	24,573.21	195,063.50	119.67%	241,778.84	-32,063.50	-19.67%
27	Vehicle Tires	17,000.00	1,947.00	8,485.70	49.92%	11,040.30	8,514.30	50.08%
28	Office Supplies	24,000.00	1,192.01	24,619.80	102.58%	39,182.25	-619.80	-2.58%
29	Replenishment Supplies	45,000.00	1,901.26	27,739.98	61.64%	53,352.04	17,260.02	38.36%
TOTAL COMMODITIES		541,000.00	67,373.17	639,230.12	118.16%	751,903.21	-98,230.12	-18.16%
30	Communications Equipment	10,000.00	139.00	369.33	3.69%	18,267.17	9,630.67	96.31%
31	Guns & Crime Equipment	60,000.00	13,729.70	47,973.93	79.96%	73,381.33	12,026.07	20.04%
32	Furniture	15,000.00	327.00	4,311.24	28.74%	6,836.03	10,688.76	71.26%
33	Office Equipment	452,000.00	9,299.08	78,786.20	17.43%	60,744.46	373,213.80	82.57%
34	Vehicles and Equipment	270,000.00	50,522.02	221,673.26	82.10%	296,514.83	48,326.74	17.90%
TOTAL CAPITAL OUTLAY		807,000.00	74,016.80	353,113.96	43.76%	455,743.82	453,886.04	56.24%
TOTAL NON-PERSONNEL COSTS		3,426,900.00	317,011.80	3,253,210.71	94.93%	3,690,239.27	173,689.29	5.07%
TOTAL EXPENDITURES		25,051,492.00	1,959,831.18	20,524,670.54	81.93%	18,831,428.06	4,526,821.46	18.07%

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT REPORT OF AVAILABLE BUDGET

October 31, 2023		Budget	Budget	Total	Spent-YTD	Encumbered	Total Used	% Used	Remaining
		Authorization	Credits	Spendable	10 Months		To Date	To Date	Available
01	Salaries-Full Time	15,637,969.00	79,753.78	15,717,722.78	12,252,912.44	0.00	12,252,912.44	77.96%	3,464,810.34
02	Salaries-Part Time	125,000.00	0.00	125,000.00	68,422.28	0.00	68,422.28	54.74%	56,577.72
03	Salaries-Overtime	471,762.00	54,344.29	526,106.29	565,040.28	0.00	565,040.28	107.40%	-38,933.99
TOTAL SALARIES		16,234,731.00	134,098.07	16,368,829.07	12,886,375.00	0.00	12,886,375.00	78.73%	3,482,454.07
36	Kansas Police & Fire	2,155,361.00	0.00	2,155,361.00	1,777,598.66	0.00	1,777,598.66	82.47%	377,762.34
37	KPERS	646,542.00	0.00	646,542.00	513,192.76	0.00	513,192.76	79.38%	133,349.24
38	Social Security	654,574.00	0.00	654,574.00	498,598.29	0.00	498,598.29	76.17%	155,975.71
39	Health Insurance	1,537,150.00	200,000.00	1,737,150.00	1,400,000.00	0.00	1,400,000.00	80.59%	337,150.00
40	Workers Compensation Insurance	380,000.00	11,096.00	391,096.00	183,357.35	0.00	183,357.35	46.88%	207,738.65
41	Unemployment Compensation	16,234.00	0.00	16,234.00	12,337.77	0.00	12,337.77	76.00%	3,896.23
TOTAL EMPLOYEE BENEFITS		5,389,861.00	211,096.00	5,600,957.00	4,385,084.83	0.00	4,385,084.83	78.29%	1,215,872.17
TOTAL PERSONNEL COSTS		21,624,592.00	345,194.07	21,969,786.07	17,271,459.83	0.00	17,271,459.83	78.61%	4,698,326.24
04	Utilities	205,000.00	222.74	205,222.74	198,645.71	0.00	198,645.71	96.80%	6,577.03
05	Insurance	320,000.00	66.00	320,066.00	474,705.00	0.00	474,705.00	148.31%	-154,639.00
06	Legal & Accounting	85,000.00	50.00	85,050.00	69,101.00	0.00	69,101.00	81.25%	15,949.00
07	Training & Travel	108,000.00	10,277.58	118,277.58	102,052.44	0.00	102,052.44	86.28%	16,225.14
08	Postage	7,400.00	214.22	7,614.22	5,772.78	0.00	5,772.78	75.82%	1,841.44
09	Printing	7,500.00	0.00	7,500.00	5,047.11	0.00	5,047.11	67.29%	2,452.89
10	Rentals-Maint Agreements	60,000.00	0.00	60,000.00	43,466.29	0.00	43,466.29	72.44%	16,533.71
11	Building & Grounds	30,000.00	4,634.36	34,634.36	26,479.58	0.00	26,479.58	76.45%	8,154.78
12	Equipment Repair & Maintenance	85,000.00	1,539.00	86,539.00	18,959.68	0.00	18,959.68	21.91%	67,579.32
13	Vehicle Maintenance	90,000.00	3,487.25	93,487.25	104,584.55	0.00	104,584.55	111.87%	-11,097.30
14	Telephone Service	62,000.00	1,611.83	63,611.83	62,515.37	0.00	62,515.37	98.28%	1,096.46
16	Medical Fees	15,000.00	0.00	15,000.00	16,144.41	0.00	16,144.41	107.63%	-1,144.41
19	Contractual Services-Computers	690,000.00	8,136.95	698,136.95	618,770.95	0.00	618,770.95	88.63%	79,366.00
20	Other Contractual Services	314,000.00	7,150.88	321,150.88	514,621.76	0.00	514,621.76	160.24%	-193,470.88
TOTAL CONTRACTUAL SERVICES		2,078,900.00	37,390.81	2,116,290.81	2,260,866.63	0.00	2,260,866.63	106.83%	-144,575.82
17	Prisoner Food & Care	195,000.00	5,933.37	200,933.37	315,660.65	0.00	315,660.65	157.10%	-114,727.28
21	Community Services	17,500.00	0.00	17,500.00	8,857.92	0.00	8,857.92	50.62%	8,642.08
22	Books, Subscriptions, Memberships	10,000.00	0.00	10,000.00	6,636.91	0.00	6,636.91	66.37%	3,363.09
23	Uniforms & Accessories	40,000.00	0.00	40,000.00	40,179.51	0.00	40,179.51	100.45%	-179.51
25	Maintenance Supplies	29,500.00	0.00	29,500.00	11,986.15	0.00	11,986.15	40.63%	17,513.85
26	Fuel & Lubrication	163,000.00	0.00	163,000.00	195,063.50	0.00	195,063.50	119.67%	-32,063.50
27	Vehicle Tires	17,000.00	0.00	17,000.00	8,485.70	0.00	8,485.70	49.92%	8,514.30
28	Office Supplies	24,000.00	0.00	24,000.00	24,619.80	0.00	24,619.80	102.58%	-619.80
29	Replenishment Supplies	45,000.00	408.30	45,408.30	27,739.98	0.00	27,739.98	61.09%	17,668.32
TOTAL COMMODITIES		541,000.00	6,341.67	547,341.67	639,230.12	0.00	639,230.12	116.79%	-91,888.45
30	Communications Equipment	10,000.00	0.00	10,000.00	369.33	0.00	369.33	3.69%	9,630.67
31	Guns & Crime Equipment	60,000.00	0.00	60,000.00	47,973.93	0.00	47,973.93	79.96%	12,026.07
32	Furniture	15,000.00	1,188.00	16,188.00	4,311.24	0.00	4,311.24	26.63%	11,876.76
33	Office Equipment	452,000.00	0.00	452,000.00	78,786.20	0.00	78,786.20	17.43%	373,213.80
34	Vehicles and Equipment	270,000.00	14,871.60	284,871.60	221,673.26	0.00	221,673.26	77.82%	63,198.34
TOTAL CAPITAL OUTLAY		807,000.00	16,059.60	823,059.60	353,113.96	0.00	353,113.96	42.90%	469,945.64
TOTAL NON-PERSONNEL COSTS		3,426,900.00	59,792.08	3,486,692.08	3,253,210.71	0.00	3,253,210.71	93.30%	233,481.37
TOTALS		25,051,492.00	404,986.15	25,456,478.15	20,524,670.54	0.00	20,524,670.54	80.63%	4,931,807.61

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

**RILEY COUNTY LAW ENFORCEMENT AGENCY
LAW BOARD MEETING
Riley County Police Department Range
1256 Tabor Valley Road
Manhattan, KS (Zeandale)
October 16, 2023 12:00 p.m.
Minutes**

<u>Members Present:</u>	Chairperson John Matta Secretary Barry Wilkerson Member Patricia Hudgins	Vice Chairperson John Ford Member Wynn Butler Member Betty Mattingly-Ebert
<u>Absent:</u>	Member Kaleb James Captain Erin Freidline	Assistant Director Kurt Moldrup Captain Greg Steere
<u>Staff Present:</u>	Director Brian Peete Captain Scott Hajek Lieutenant Dan Bortnick	Captain Mark French Captain Brad Jager
<u>Recorder:</u>	Executive Offices Manager Nichole Glessner, Riley County Police Department (RCPD or Department)	

- I. **Establish Quorum:** By Chairperson Matta at 12:00 p.m.
- II. **Pledge of Allegiance:** Director Peete led the Riley County Law Enforcement Agency (Law Board or Board) in the Pledge of Allegiance.
- III. **Consent Agenda:**
- A. Approve September 18, 2023 Law Board Meeting Minutes
 - B. Approve 2023 Expenditures/Credits
 - C. 2023 Adjusted Financial Journal Entries
 - D. Juvenile Transport Reimbursement
 - E. RCPD Related County Expenditures (*Review*)
 - F. Riley County Jail Average Daily Inmate Population- (*Review*)
 - G. Seizure Expenditures
 - H. Approval of Department Policies
 - 1. Policy 22.1.1 Salary Program
 - 2. Policy 22.4.1 Grievances
 - 3. Policy 32.2.10 Entry Level Probation
 - I. Monthly Crime Report- (*Review*)

Member Mattingly-Ebert referred to the Monthly Budget Status Report and raised questions regarding two specific line items that have exceeded the annual budgeted amount. To date, the department has expended 148.35% of the budget for line item 05, Insurance, and 207.12% for line item 20, Other Contractual

Services. She asked that the Director or staff provide the Law Board with an update on these accounts at the next available opportunity.

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

IV. General Agenda:

J. Additions or Deletions: None.

K. Public Comment: None.

L. Fraternal Order of Police Lodge #17 Comments: Corporal Rachel Pate, President, Fraternal Order of Police (FOP) Lodge #17, briefed the Board on the Cops N' Kids fundraiser, outlining some modifications for the current year. She explained that over the years, the department has received numerous nominations for children to participate, including some from parents nominating their own children. This year, the emphasis will shift to officers nominating children they come into contact with and believe would benefit from the program, along with school counselors making nominations. Nominations will still be taken from members of the community. To nominate a child, a form will be accessible on the RCPD website. If approved, on the designated day, children will be paired with an officer or employee to shop for gifts. The FOP hopes to raise at least \$12,000 this year to support local children. Those interested in contributing can send a check or money order to PO Box 362, Manhattan, KS, 66505.

M. Board Member Comments: None.

N. Domestic Violence Awareness Month: Melissa Mosher, Victim Advocate Coordinator, Riley County Police Department, presented the Board with an overview of the services she offers to victims of personal crime. She clarified that her role is entirely supported by the Victims of Crime Act (VOCA) Grant, a funding source that Riley County has received since 2019 and has successfully renewed for 2024. She highlighted that the RCPD is one of ten law enforcement agencies, either local or state, that houses a victim advocate within the police department.

Mosher explained that her role involves delivering follow-up support to individuals who have been the victim of personal crimes in Riley County. In addition to offering emotional assistance, she shares with the victim information regarding their case and answers questions about what to expect in the criminal justice system as their case moves forward. She also connects victims with state and local resources. In 2022, Mosher directly engaged with 209 victims of crime.

Mosher explained that various awareness months addressing personal crime victims, such as stalking and sexual assault awareness months, occur throughout the year. October specifically marks Domestic Violence Awareness Month. The RCPD has collaborated with multiple community members for initiatives in this regard. Recently, a Silent Witness reception took place in the courtyard of the Riley County Attorney's Office. The RCPD participated in the event, where Director Peete provided remarks alongside representatives from the Crisis Center, County Attorney's Office, and the newly established Ascension Via Christi Forensic Nursing Program. On October 19, 2023, the RCPD will participate in the 'Purple

Thursday' campaign by wearing purple to show support for those who have experienced domestic violence abuse. She added that the RCPD will also partner with Ascension Via Christi to promote a self-defense class that will be offered at the community level.

Mosher explained that the Kansas Bureau of Investigation (KBI) recently released its *2022 Domestic Violence, Stalking and Sexual Assault* in Kansas report. The report provides crime statistics for Kansas from reporting law enforcement agencies. She said that according to the report, a domestic violence related crime is reported in Kansas every 24 minutes. In 2022, there were 35 homicides or deaths in Kansas that could be attributed to domestic violence, most of them being a current spouse or significant other.

Vice Chairperson Ford mentioned that mayor for the City of Manhattan recently signed a proclamation proclaiming October as Domestic Violence Awareness Month and acknowledging the hard work and dedication of the individuals who provide assistance to victims of domestic violence.

O. Genesis Health Clubs Corporate Partnership Program: Vice Chairperson Ford stated that in 2022, Genesis failed to pay property taxes amounting to \$166,737.22, which includes interest and penalties. He expressed frustration over the fact that despite benefiting from property tax funds, Genesis does not contribute anything to the community. Ford urged the department to explore alternative fitness centers that actively contribute to the community. He noted that the RCPD pays Genesis \$3,100 per month for employee exercise benefits, totaling roughly \$37,000 annually.

Member Butler shared his perspective on the matter. He explained that the contract between the RCPD and Genesis was established some time ago with the aim of improving employee physical fitness testing. In his opinion, the RCPD selected the most suitable facility to meet their needs. Genesis was the top choice as its services aligned with the department's mission, especially in terms of workout space and facility location. For him, these factors override everything else. Butler explained that while he understands the importance of Genesis paying taxes, he also recognizes that companies will do their best to minimize exposure. If Genesis's actions conflict with the RCPD's mission, he suggests reconsideration. However, based on his assessment, there is currently no conflict between Genesis's activities and the mission of the RCPD.

Vice Chairperson Ford mentioned that the Board spent a significant portion of June discussing a half-percent in terms of property tax, deliberating on whether it should be allocated to personnel or operations. He expressed the opinion that the \$37,000 could be more effectively utilized to address the needs of the jail division.

Member Butler inquired if Vice Chairperson Ford was suggesting the elimination of a fitness center altogether. Butler explained that regardless of which facility is selected, the department will spend in the neighborhood of \$37,000 for the service. Butler highlighted the importance of the service, noting that it had been a topic of discussion and importance years ago. He felt that the tax issue should be treated as a separate discussion and voiced his reluctance to revisit the matter.

Secretary Wilkerson was hesitant to include the topic on a future Law Board Meeting agenda. He expressed uncertainty about the Board's ability to take a vote on the matter. He went on to mention that throughout his interactions with businesses in the community over the years, he has noticed a common theme of stress among people when it comes to tax payments. He stated that his office tries to use local businesses as much as possible. He believes that is what Vice Chairperson Ford was trying to address. While some fitness

centers pay taxes that support the RCPD, Genesis does not but receives public funding. He explained that this situation effectively transfers funds from tax-paying fitness centers to those that do not contribute taxes. Secretary Wilkerson explained that the desired message, emphasizing support for local businesses that contribute to the community, can be conveyed by the county commission and city commission without requiring formal action by the Law Board.

Member Mattingly-Ebert echoed Secretary Wilkerson's remarks. She added that if there is \$37,000 available, she would trust RCPD administration with determining how best to use the funds, whether it be in the jail division or to address employee fitness needs. She pointed out the availability of other local fitness companies and encouraged the department to research the matter thoroughly then report back to the Law Board with their decision.

Captain Jager explained that a very extensive process was conducted prior to selecting the corporate gym membership with Genesis. He emphasized that being self-insured, it is advantageous for the department to keep rates low and the employees healthy. While he understood the comments made by the Board, he mentioned that revisiting the process would necessitate initiating a new Request for Proposal (RFP) process to explore the avenue once more.

Member Mattingly-Ebert asked if the department would have to cancel the contract with Genesis.

Director Peete responded that the initial contract with Genesis has expired and the department has continued services with them on a month-to-month basis.

Chairperson Matta noted a consensus for the Law Board to readdress the topic when RCPD administration has had the chance to look into the matter again.

P. Executive Session: At 12:20 p.m. Secretary Wilkerson moved to recess into Executive Session until 12:25 p.m. to discuss non-elected personnel matters. Member Mattingly-Ebert seconded the motion. Chairperson Matta polled the Board and the motion passed with Butler, Ford, Hudgins, Mattingly-Ebert, Wilkerson and Matta voting in favor, and no one voting against. The motion passed 6-0.

At 12:25 p.m. the open meeting reconvened.

Secretary Wilkerson moved to recess into Executive Session until 12:41 p.m. to discuss attorney client privilege. Member Hudgins seconded the motion. Chairperson Matta polled the Board and the motion passed with Butler, Ford, Hudgins, Mattingly-Ebert, Wilkerson and Matta voting in favor, and no one voting against. The motion passed 6-0.

At 12:41 p.m. the open meeting reconvened.

Q. Affirmation or Revocation of Discipline: Secretary Wilkerson moved to affirm the Director's disciplinary actions. Vice Chairperson Ford seconded the motion. Chairperson Matta polled the Board and the motion passed with Butler, Ford, Hudgins, Matta, Mattingly-Ebert and Wilkerson voting in favor, and no one voting against. The motion passed 6-0.

R. Adjournment: At 12:42 p.m. Member Hudgins moved to adjourn the meeting. Vice Chairperson Ford seconded the motion. Chairperson Matta polled the Board and the motion passed with Butler, Ford, Hudgins, Matta, Mattingly-Ebert and Wilkerson voting in favor, and no one voting against. The motion passed 6-0. The October 16, 2023 Law Board Meeting adjourned at 12:42 p.m.

RILEY COUNTY POLICE DEPARTMENT		2023 EXPENDITURES		NOVEMBER 2023	
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11001	ADP LLC	20	Payroll	5,075.70	5,075.70
11002	Airteq Systems, Inc	12	Equipment Repair	626.68	
		12	Equipment Repair	1,176.87	
		12	Equipment Repair	465.27	2,268.82
11003	Air Vent Cleaning Co, Inc	12	Equipment Repair	640.00	640.00
11004	Arthur-Green Attorneys at Law	06	Retainer	2,750.00	2,750.00
11005	Iron Insurance Partners	05	Medcor	1,440.00	1,440.00
11006	Assessment Strageties, LLC	16	Pre Employment Evals	1,890.00	1,890.00
11007	B-4 Fire Extinguisher	20	Fire extinguisher maintenance	1,207.50	1,207.50
11008	Bob Barker Co Inc	17	Inmate Supplies	3,448.00	
		17	Inmate Supplies	45.84	
		17	Inmate Supplies	403.85	
		17	Inmate Supplies	199.80	
		17	Kitchen Supplies	130.00	4,227.49
11009	Civic Research Institute	22	Corrections Subscription	179.95	179.95
11010	Clark, Mize, & Linville	06	Legal Fees	42.00	42.00
11011	Jan Darrah	12	Equipment Repair	778.49	778.49
11012	Krispy Clean Cleaners #1	20	Dry Cleaning	297.00	297.00
11013	EMC Risk Services LLC	40	WC Stop loss fund	7,599.88	
		40	WC Stop loss fund	17,819.77	25,419.65
11014	Empower Flex	06	Admin Services	1,255.90	
		06	Admin Services	1,260.50	2,516.40

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RILEY COUNTY POLICE DEPARTMENT		2023 EXPENDITURES		NOVEMBER 2023	
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11015	Evco Wholesale Food Corp	17	Inmate Food	3,218.08	
		17	Inmate Food	1,674.66	
		17	Inmate Food	2,783.43	
		17	Inmate Food	168.40	
		17	Inmate food	4,269.32	12,113.89
11016	Law Office of Michael Gillespie	06	Law Board Legal	1,500.00	1,500.00
11017	Andy Girard	20	Pre-Employment	750.00	750.00
11018	Grainger	25	Maintenance Supplies	102.26	
		25	Maintenance Supplies	32.50	
		25	Maintenance Supplies	26.70	
		25	Maintenance Supplies	63.72	225.18
11019	Vector Solutions	19	Guardian Tracking	5,892.57	5,892.57
11020	Hiland Dairy	17	Inmate milk	219.82	
		17	Inmate Milk	235.46	
		17	Inmate Milk	262.63	
		17	Inmate Milk	235.46	
		17	Inmate Milk	219.82	
		17	Inmate Milk	235.46	
		17	Inmate Milk	241.23	
		17	Inmate Milk	235.46	
		17	Inmate Milk	241.03	
		17	Inmate Milk	235.46	
		17	Inmate Milk	165.91	2,527.74
11021	Infinite Freight Solutions	34	Vehicle Shipping	1,050.00	1,050.00
11022	Interstate Glass Co.	13	Vehicle Maintenance	430.00	430.00
11023	Ka-Comm, Inc	34	New Build	3,722.02	
		34	New Build	3,722.02	
		34	New Build	3,722.02	
		34	New Build	3,722.02	
		12	Equipment Repair	1,575.00	
		12	Equipment Repair	210.75	
		12	Equipment Repair	100.00	
		12	Equipment Repair	482.25	
		12	Equipment Repair	430.00	
		12	Equipment Repair	433.00	18,119.08

RILEY COUNTY POLICE DEPARTMENT V #	VENDOR NAME	ACCT	2023 EXPENDITURES DESCRIPTION	NOVEMBER 2023 AMOUNT	
11024	Kansas Gas Service	04	Garage - Gas Utilities	42.82	
		04	Moro - Gas utilities	42.82	
		04	LEC - Gas utlilty	1,385.60	
		04	LEC - Gas Utilities	1,707.96	
		04	Garage - Gas Utilities	42.82	
		04	Moro - Gas Utilities	42.82	3,264.84
11025	KDOR, Office of Special Invest	13	Vehicle Maintenance	45.00	45.00
11026	Kiesler's Police Supply, Inc	31	26 Glockes	19,940.83	19,940.83
11027	Konza Lab Inc	16	Employee Testing	450.00	
		16	Pre Employment Testing	50.00	500.00
11028	Language Line Services	20	Language Services	641.48	641.48
11029	Manhattan Mercury	22	Subscription	332.83	332.83
11030	Manhattan Wrecker Service Inc	20	Towing	70.00	70.00
11031	Marta's & Son, Inc	20	LEC Cleaning	1,868.00	1,868.00
11032	Max Motors	13	Vehicle Maintenance	305.93	
		13	Vehicle Maintenance	1,723.23	2,029.16
11033	MKC Headquarters	26	Fuel	15,734.27	
		26	Fuel	17,150.08	32,884.35
11034	Kim (Hank) Nelson	20	Pre-Employment	3,000.00	3,000.00
11035	Net@Work, Inc	19	Sage 300	499.00	
		19	Sage 300	499.00	998.00
11036	Pawnee Mental Health Services	20	Pawnee Co-Responder	9,904.98	9,904.98
11037	Petty Cash	26	Fuel	50.04	50.04

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RILEY COUNTY POLICE DEPARTMENT		2023 EXPENDITURES		NOVEMBER 2023	
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11038	Phillips 66 Fleet Service	26	Fuel	52.23	52.23
11039	Phoenix Supply	17	Inmate Supplies	740.28	
		17	Inmate Supplies	287.60	1,027.88
11040	Pitney Bowes Reserve Acct	08	Postage	1,000.00	1,000.00
11041	Pro Copy Inc	10	Evidence Copier	59.81	
		10	Patrol Copier	434.44	
		10	Jail Copier	514.95	
		10	Civil Process Copier	99.52	
		10	Investigation Copier	297.37	1,406.09
11042	Quaker State Express Lube	26	Oil Change	47.00	
		26	Oil Change	42.00	
		26	Oil Change	42.00	
		26	Oil Change	37.00	
		26	Oil Change	42.00	
		26	Oil Change	42.00	
		26	Oil Change	42.00	
		26	Oil Change	42.00	
		26	Oil Change	37.00	373.00
11043	Riley County Noxious Weeds	11	Weed Control	840.10	840.10
11044	Riley County General Fund	14	SW Bell Plexar	187.00	187.00
11045	Riley County Public Works	26	Fuel	417.31	
		26	Fuel	574.18	
		26	Fuel	572.53	
		26	Fuel	586.56	
		26	Fuel	156.15	2,306.73
11046	RCPD Health Plan	39	Health Insurance	120,000.00	120,000.00
11047	Robbins Motor Co.	13	Vehicle Maintenance	461.13	
		13	Vehicle Maintenance	1,753.27	
		13	Vehicle Maintenance	683.20	
		13	Vehicle Maintenance	68.49	
		13	Vehicle Maintenance	320.05	
		13	Vehicle Maintenance	172.35	
		13	Vehicle Maintenance	335.70	
		13	Vehicle Maintenance	134.10	3,928.29

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RILEY COUNTY POLICE DEPARTMENT			2023 EXPENDITURES		NOVEMBER 2023
V #	VENDOR NAME	ACCT	DESCRIPTION		AMOUNT
11048	Hali Rowland	20	October PIO Contracting	6,165.00	6,165.00
11049	Secretary of State, Kansas	06	Notary Fee	25.00	25.00
11050	Security Transport Services Inc	20	Extradition	1,896.84	1,896.84
11051	Sir Speedy	09	Business Cards	25.50	
		09	Evidence Envelopes	581.19	
		09	Evidence Envelopes	292.04	898.73
11052	Smith Plumbing	12	Equipment Repair	155.00	155.00
11053	Waxie Sanitary Supply	29	Replenishment Supplies	571.42	
		29	Replenishment Supplies	779.68	
		29	Replenishment Supplies	253.04	1,604.14
11054	Carla Swartz	20	Pre-Employment	3,000.00	
		20	Pre-Employment	1,500.00	4,500.00
11055	Sysco Kansas City, Inc	17	Inmate Food	-87.81	
		17	Inmate Food	2,538.68	
		17	inmate food	2,929.25	
		17	Inmate Food	4,334.75	
		17	Inmate Food	3,199.19	
		29	Replenishment Supplies	113.21	
		17	Toilet Paper	1,018.89	
		17	Inmate Food	5.82	
		17	Inmate Food	10.73	
		17	Inmate Food	1,995.11	16,057.82
11056	Konza Sign	13	Vehicle Maintenance	919.79	
		13	Vehicle Maintenance	919.79	
		13	Vehicle Maintenance	265.35	2,104.93
11057	Tommy's Express Car Wash	13	Vehicle Maintenance	345.00	
		13	Vehicle Maintenance	225.00	570.00

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RILEY COUNTY POLICE DEPARTMENT		2023 EXPENDITURES		NOVEMBER 2023	
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11058	Travelers Insurance	06	Legal Fees	264.00	264.00
11059	UPS	08	Shipping	10.07	10.07
11060	US Foodservice	17	Inmate Food	853.96	
		17	Inmate Food	408.45	
		17	Inmate Food	109.22	
		17	Inmate Food	1,096.25	
		17	Inmate Food	34.01	
		17	Inmate Food	1,267.98	
		17	Inmate Food	43.68	
		17	Inmate Food	448.34	
		17	Inmate Food	284.96	
		17	Inmate Food	436.54	
		17	Inmate Food	84.78	
		17	Inmate Food	161.39	
		17	Inmate Food	215.24	
		17	Inmate Food	286.58	
		17	Inmate Food	1,540.82	7,272.20
11061	Via Christi Hospital Manhattan Inc	16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Legal Collection	3.00	
		16	Employee Testing	239.00	281.00
11062	Wabaunsee RWD #2	04	Range - Water	35.00	35.00
11063	Wage Works Inc	06	Cobra Admin Fee	168.49	168.49

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RILEY COUNTY POLICE DEPARTMENT		2023 EXPENDITURES		NOVEMBER 2023	
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11064	Waters True Value	29	Replenishment Supplies	53.95	
		29	Replenishment Supplies	4.99	58.94
11065	Evergy	04	LEC - Electric	13,709.54	
		04	Garage - Electric	28.42	
		04	Aggieville - Electric	78.00	13,815.96
11066	Xerox Corporation	10	Admin Copier	883.56	
		10	Admin Copier	726.05	1,609.61
11067	Xerox Financial Services	10	Patrol Copier	226.00	
		10	Jail Copier	349.12	
		10	Evidence Copier	349.12	
		10	Records Copier	602.28	
		10	Dispatch/Invest Copier	566.89	2,093.41
				Subtotal	357,578.43
11201	Academy Sports + Outdoors	29	Replenishment Supplies	89.99	89.99
11202	Adobe Systems Inc	19	Adobe Pro	21.82	
		19	Adobe photo	-130.85	
		19	Adobe photo	130.85	21.82
11203	Allegiant Technology	14	IP Flex	1,348.96	1,348.96
11204	Nationwide	06	Notary Fee	50.00	50.00
11205	Amazon.com	28	Computer Supplies	82.17	
		17	Inmate Supplies	33.89	
		17	Inmate Supplies	-1.93	
		17	Inmate Supplies	-5.06	
		28	Office Supplies	26.27	
		29	Replenishment Supplies	14.94	
		25	Maintenance Supplies	219.20	
		28	Office Supplies	162.70	
		25	Maintenance Supplies	137.88	
		25	Maintenance Supplies	56.98	
		32	Desk Drawer	36.00	763.04

RILEY COUNTY POLICE DEPARTMENT			2023 EXPENDITURES		NOVEMBER 2023
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11206	Apple iTunes Store	19	Monthly iCloud	9.99	9.99
11207	Arrowhead Forensic Products, Inc	29	Replenishment Supplies	885.20	
		29	Replenishment Supplies	547.83	1,433.03
11208	Best Buy	31	CSI Camera	999.99	
		28	Computer Supplies	19.73	1,019.72
11209	Bluestem Electric Co-op Inc	04	Range Electric	269.76	269.76
11210	Briggs	13	Vehicle Maintenance	378.17	
		13	Vehicle Maintenance	1,058.19	
		13	Vehicle Maintenance	737.53	
		13	Vehicle Maintenance	55.44	
		13	Vehicle Maintenance	1,152.46	
		13	Vehicle Maintenance	652.33	
		13	Vehicle Maintenance	111.84	
		13	Vehicle Maintenance	111.84	
		13	Vehicle Maintenance	231.90	
		13	Vehicle Maintenance	1,354.95	5,844.65
11211	Burnett Automotive	27	Tires	1,947.00	1,947.00
11212	Chewy.com	20	Animal Card	87.00	87.00
11213	City of Manhattan, Utilities	04	LEC Water/Sewer	5,621.71	
		04	LEC water/sewer fee	2.48	
		04	Aggieville Water/Sewer	50.90	
		04	Aggieville Water/Sewer Fee	2.48	5,677.57
11214	Chicago Motors Inc	34	Ford Crown Victoria	10,795.00	10,795.00
11215	Cox Communications, Inc	19	Inmate Cable	210.95	
		19	LEC- internet and cable	2,338.94	2,549.89
11216	Detectachem	29	Replenishment Supplies	84.18	84.18
11217	Dillons #94	16	Pre Employment Eval Testing	36.94	
		17	Inmate Food	90.99	127.93

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RILEY COUNTY POLICE DEPARTMENT		2023 EXPENDITURES		NOVEMBER 2023	
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11218	Underground Vaults	20	Shredding	50.00	50.00
11219	Dollar Tree Stores	17	Inmate Supplies	16.37	16.37
11220	Facebook	21	Community night out promo	100.00	
		20	Community night out	99.95	199.95
11221	Fastenal Inc	25	Maintenance Supplies	60.00	60.00
11222	Federal Express	08	Shipping	12.59	12.59
11223	Harbor Freight Tools	25	Maintenance Supplies	5.99	5.99
11224	Hertz - LAG Rentals LLC	20	HIDTA lease	649.99	649.99
11225	Home Depot	25	Maintenance Supplies	34.48	
		25	Maintenance Supplies	131.50	
		25	Maintenance Supplies	25.97	
		25	Maintenance Supplies	53.12	
		25	Maintenance Supplies	10.98	
		25	Maintenance Supplies	14.94	
		25	Maintenance Supplies	43.71	
		25	Maintenance Supplies	107.40	422.10
11226	Howie's Trash Service	20	Trash Services	871.24	871.24
11227	Indeed	20	Subscription	120.00	120.00
11228	Insight Public Sector Inc	28	Office Supplies	154.50	
		30	wireless headsets	327.30	
		33	Elitebook Notebook	1,340.43	
		19	HPE servers	16,041.24	17,863.47
11229	Int'l Assn of Chiefs of Police	22	IAPCnet Subscription	1,225.00	1,225.00

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RILEY COUNTY POLICE DEPARTMENT			2023 EXPENDITURES	NOVEMBER 2023	
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11230	Kansas Turnpike Authority	07	Tolls	33.40	33.40
11231	KOVA	22	Annual Membership	75.00	75.00
11232	Karsmizki Locksmith	20	Keys	22.00	22.00
11233	Lexis Nexis Risk Solutions	20	Users	141.43	
		20	Analyst	8,260.09	8,401.52
11234	LinkedIn	20	Pre Employment Ads	221.38	221.38
11235	Manh Area Chamber of Commerce	07	Military Relations	20.00	
		07	Military Relations	20.00	40.00
11236	Menards	12	Equipment Repair	69.99	
		13	Vehicle Maintenance	65.76	
		13	Vehicle Maintenance	166.81	302.56
11237	Midwest Single Source	32	Jail Furniture	1,379.00	1,379.00
11238	Office Plus	32	Training Desk	1,293.92	1,293.92
11239	P-Card Misc Vendors	07	K-9 Certification	828.12	
		07	Motorola User Meeting	313.41	
		20	Card Annual Fees	50.00	
		07	Dispatch Sup'v training	286.42	
		20	Extradition	77.26	
		07	IACP Conf	-500.00	
		19	Adobe photo	-130.85	
		07	IACP Conf	1,742.46	
		07	IACP Conf	1,742.46	
		07	IACP Conf	1,742.46	
		20	Extradition	1,666.65	
		07	Ess Spanish for LE/CO	235.00	
		07	Fuel	90.02	
		20	Extradition	274.08	
		07	From Kingpin to Educator	-700.00	
		20	Extradition	426.26	
		07	Special Olympics	196.04	
		07	Northwestern Command School	4,200.00	
		07	EMD/EFD Re-cert	186.00	
		07	Bloodstain Pattern Analysis	150.00	
		20	Credit card rewards	-5,000.00	7,875.79

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RILEY COUNTY POLICE DEPARTMENT			2023 EXPENDITURES		NOVEMBER 2023
V #	VENDOR NAME	ACCT	DESCRIPTION		AMOUNT
11240	Police Bike Store	31	Bike Supplies	1,128.60	1,128.60
11241	Reconyx	20	Device and images	105.00	105.00
11242	Reeves Wiedeman Co Inc	12	Equipment Repair	96.85	96.85
11243	reMarkable	33	ReMarkable	2.99	
		33	ReMarkable	2.99	
		33	ReMarkable	2.99	8.97
11244	Rock Auto	13	Vehicle Maintenance	18.11	18.11
11245	Sharps Compliance	17	Sharps disposal	55.00	55.00
11246	Sir Speedy	09	Project Guardians cards	48.96	48.96
11247	Staples Advantage	28	Computer Supplies	40.10	
		28	Office Supplies	118.80	
		28	Office Supplies	59.40	
		28	Office Supplies	96.70	315.00
11248	StunTronics	07	Band-it recert/ICE shield manual	724.00	724.00
11249	Survey Monkey	19	annual renewal	1,428.00	1,428.00
11250	T38 Fax	14	Civil Processing fax	16.47	16.47
11251	Axon Enterprises Inc	31	Smart Cartridge	4,800.00	4,800.00
11252	Terminix	11	Pest Control	69.00	
		11	Contract	438.78	507.78

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT		2023 EXPENDITURES		NOVEMBER 2023	
V #	VENDOR NAME	ACCT	DESCRIPTION	AMOUNT	
11253	TLOxp	20	Access	303.00	303.00
11254	T-Mobile US Inc	14	Patrol car phones	43.65	43.65
11255	Twin Valley Telephone, Inc	14	Riley Substation Internet	79.99	
		14	Riley Substation Phone	50.18	130.17
11256	UPS	08	Shipping	17.18	
		08	Shipping	17.21	34.39
11257	Verizon Wireless	14	MDT's and staff wireless phones	4,502.74	4,502.74
11258	Wal-Mart	29	Replenishment Supplies	97.44	
		17	Inmate Supplies	4.06	
		17	Inmate Supplies	18.00	119.50
11259	Waters True Value	25	Maintenance Supplies	5.44	5.44
11260	Werkz	31	Glock Holsters	150.00	150.00
11261	WTC	19	LEC - Internet	335.95	
		19	Aggieville Internet	80.00	
		19	Downtown Internet	80.00	495.95
11262	Zoom	19	Zoom subscription	163.61	163.61
				Subtotal	88,461.99
				Total	446,040.42

Chair, Riley County Law Enforcement Agency

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

Riley County Police Department
Net Changes from 10/1/2023 to 10/31/2023
Credits Report

From Year-Period [2023 - 10] To [2023 - 10]
From Account No. [600100-00] To [640902-00]

Account Number	Description	October	YTD Credits
600100-00	Manhattan	1,666,672.00	16,666,720.00
600200-00	Riley County	0.00	3,750,012.00
610110-00	Copy Fees-Discovery, etc.	465.00	2,350.00
610112-00	Copy Fees-Records	610.76	5,951.91
610113-00	Fingerprint Fees-Records	917.53	10,484.50
Budget:		1,668,665.29	20,435,518.41
610220-03	KSU Contracts-Overtime	0.00	32,690.00
620200-13	Current Restitution-vehicles	0.00	1,078.65
620900-01	Misc Reimbursements-salaries	20.00	6,772.78
620900-04	Misc Reimbursements-utilities	0.00	222.74
620900-05	Misc Reimbursements-insurance	33.00	66.00
620900-06	Misc Reimbursements-legal fees	25.00	50.00
620900-07	Misc Reimbursements-training	4,599.16	10,277.58
620900-08	Misc Reimbursements-postage	0.00	214.22
620900-11	Misc Reimbursements-building & grou	0.00	4,634.36
620900-12	Misc Reimbursements-eq maint	0.00	1,539.00
620900-13-130	Misc Reimbursements-vehicles	0.00	2,408.60
620900-14	Misc Reimbursements-phone	290.13	1,611.83
620900-17-170	Misc Reimbursements-jail	107.64	5,933.37
620900-19	Misc Reimbursements-Computer svc	0.00	8,136.95
620900-20-400	Misc Reimbursements-Car Lease HIC	1,300.00	7,150.88
620900-29	Misc Reimbursements-Supplies	0.00	408.30
620900-32	Misc Reimbursements-Furniture	0.00	1,188.00
620900-34-130	Misc Reimbursements-vehicles	0.00	14,871.60
620900-39	Misc Reimbursements-health plan	0.00	200,000.00
620900-40	Misc Reimbursements-Work Comp Pr	0.00	11,096.00
632500-03	JTTF Grant-OT	972.75	3,318.47
632600-03	HIDTA Grant-OT	0.00	6,610.52
632700-03	STEP Grant-OT	4,586.37	11,725.30
632800-01-414	VOCA 2023 Grant Reimb	6,350.00	72,981.00
Budget Credits:		18,284.05	404,986.15
640900-00	Misc Non-Budget Credit Reimb	171.50	3,146.05
640902-00	Prior year Restitution	97.06	5,431.23
Non-Budget Credits:		268.56	8,577.28
Totals:		1,687,217.90	20,849,081.84

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

Riley County Police Department

Journal entries

From Account No. [6] To [744100-41-454]
 From Fiscal Period 12023-101 To 12023-101

Acct #/Ref	Description	Date	Yea	Prd.	Source Code	Debits	Credit
711996-19-300	Licenses/Maint Agreements-Computers						
Axon Contract acct chng	Axon Account Change	10/11/2023	2023	10	GL-JE	199,998.75	
Total: Licenses/Maint Agreements-Computers						199,998.75	0.0
712080-20-000-I	Contractual Services-Investigations						
Axon Contract acct chng	Axon Account Change	10/11/2023	2023	10	GL-JE		199,998.7
Total: Contractual Services-Investigations						0.00	199,998.7

Adjust G/L Account for Axon Contract from Contractual Services to Computers

Completed by:

Jennifer Reifschneider

Approved by:

[Signature]

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

Assigned Report # **23-312****RILEY COUNTY POLICE DEPARTMENT****Memorandum**

Original to: _____
 Action: _____
 Copy to: _____

Comments:

To: Director Peete
Thru: Assistant Director Moldrup **KMM 11.9.23**
From: Captain Mark French
Ref: Juvenile Transportation Report for October 2023
Date: November 3, 2023

Total Number of Juveniles Transported:	0
Total Mileage for Transports 76 X \$.65.5 (Cents per mile)	\$0
Total Pay Amount for 1 Transport Officers Hours:	\$0
Total:	\$0

Approved: _____

Chair, Riley County Law Enforcement Agency

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

Program Name-GLLT34 Thru OCTOBER
Version Date- 3/21 Year 2023

RILEY COUNTY
Fund Summary of Revenue/Expense
Percent of Year 83.3%

Date.11/01/23 Page. 164
Time.15.15.24

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								
875		Misc. Expenses	D	.00	19,000.00-	49,998.45-		.00
402		Investment Interest	R	.00	1,818.12	6,701.39		.00
		Department Revenue.. #142		.00	1,818.12	6,701.39 *		.00
		Department Dsbmnts.. #142		.00	19,000.00-	49,998.45-*		
		Total Revenue Fund.... 168		.00	1,818.12	6,701.39 **		
		Total Trans. IN Fund.. 168		.00	.00	.00 **		
		Total Rev. & Trans. .. 168		.00	1,818.12	6,701.39 **		
		Total Disbursements... 168		.00	19,000.00-	49,998.45-**		

BUDGETARY EXPENDITURES - Fund.. 168 RCPD Federal Seizure Fund

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

SUMMARY for - Fund 168 RCPD Federal Seizure Fund

Beginning Year Balance.....	159,315.25
YTD Revenue.....	6,701.39
YTD Reported Expenses.....	.00
YTD Non-Reported Expenses...	.00
YTD Treasurer Disbursements.	49,998.45-
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.....	116,018.19 ***

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

Program Name-GLLT34 Thru OCTOBER
Version Date- 3/21 Year 2023

RILEY COUNTY
Fund Summary of Revenue/Expense
Percent of Year 83.3%

Date.11/01/23 Page. 165
Time.15.15.24

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

Obj	Prj	Description	Kind	Budget \$	M-T-D	Y-T-D	%	Remaining
Department.142 Riley Co Police Dept								
875		Misc. Expenses	D	.00	2,394.64-	30,866.53-		.00
602		Miscellaneous Collection	R	.00	.00	23,170.90		.00
402		Investment Interest	R	.00	2,407.77	8,603.81		.00
Department Revenue.. #142				.00	2,407.77	31,774.71 *		.00
Department Dsbmnts.. #142				.00	2,394.64-	30,866.53-*		
Total Revenue Fund.... 169				.00	2,407.77	31,774.71 **		
Total Trans. IN Fund.. 169				.00	.00	.00 **		
Total Rev. & Trans. .. 169				.00	2,407.77	31,774.71 **		
Total Disbursements... 169				.00	2,394.64-	30,866.53-**		

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.....	175,548.83
YTD Revenue.....	31,774.71
YTD Reported Expenses.....	.00
YTD Non-Reported Expenses...	.00
YTD Treasurer Disbursements.	30,866.53-
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.....	176,457.01 ***

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

Program Name-GLLT34 Thru OCTOBER
Version Date- 3/21 Year 2023

RILEY COUNTY
Fund Summary of Revenue/Expense
Percent of Year 83.3%

Date.11/01/23 Page. 168
Time.15.15.24

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	4,878,478.00	4,811.46-	4,848,261.95	99.38	30,216.05
182		Distr - Oil & Gas Curr.	R	.00	.00	647.21		.00
184		Distr - P.P. Current	R	.00	293.17	45,598.57		.00
190		Distr - 16/20M Trucks Cur	R	3,025.00	.00	2,429.90	80.33	595.10
193		Distr - Watercraft Cur	R	1,450.00	.50	2,092.59	144.32	642.59-
181		Distr - Real Delq.	R	.00	17,977.08	63,512.25		.00
183		Distr - Oil & Gas Delinq	R	.00	.00	11.24		.00
185		Distr - P.P. Delq.	R	.00	100.16	4,358.37		.00
192		Distr - 16/20M Trucks Del	R	.00	.00	305.84		.00
194		Distr - Watercraft Del	R	.00	23.64	532.66		.00
102		Distr - Motor Vehicle Tax	R	383,909.00	49,837.94	392,050.75	102.12	8,141.75-
103		Vehicle Rental Excise Tax	R	3,994.00	.00	8,962.48	224.40	4,968.48-
113		Distr - RV Tax	R	3,562.00	493.08	3,718.83	104.40	156.83-
130		Distr - Commercial Veh	R	15,173.00	561.05	16,339.19	107.69	1,166.19-
191		Distr - TIF Adjustment	R	.00	941.32	133,484.27-		.00
Department Revenue.. # 0				5,289,591.00	65,416.48	5,255,337.56 *		15,735.31
Department.171 RCPD Operations								
Department.416 HD-KCCTF								
Total Revenue Fund.... 173				5,289,591.00	65,416.48	5,255,337.56 **	99.35	
Total Trans. IN Fund.. 173				.00	.00	.00 **		
Total Rev. & Trans. .. 173				5,289,591.00	65,416.48	5,255,337.56 **		
Total Disbursements... 173				.00	.00	.00 **		

BUDGETARY EXPENDITURES - Fund.. 173 RCPD Levy/Op									
Obj	Prj	Description	Budget \$	Used M-T-D	Used Y-T-D	%Used	Remaining	Encumbrance	Available
<u>Department. 0</u> Not Designated									
<u>Department.171</u> RCPD Operations									
2220		Building Space Rental	10,500.00	900.00	9,000.00	85.71	1,500.00	.00	1,500.00
2330		Transportation Servic	6,000.00	.00	.00		6,000.00	.00	6,000.00
2480		Repair/Maint Build/Gr	90,000.00	7,807.71	98,440.98	109.38	8,440.98-	.00	8,440.98-
2650		Physician Fees	165,000.00	19,178.16	187,323.81	113.53	22,323.81-	.00	22,323.81-
2655		Hospital Fees	10,000.00	.00	.00		10,000.00	.00	10,000.00
2810		Electric/Gas Services	10,000.00	.00	.00		10,000.00	.00	10,000.00
2830		Water	5,000.00	.00	169.00	3.38	4,831.00	.00	4,831.00

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 OCTOBER
Version Date- 3/21 Year 2023

RILEY COUNTY
Fund Summary of Revenue/Expense
Percent of Year 83.3%

Date.11/01/23 Page. 169
Time.15.15.24

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)							
2840 Sewage Charges	2,000.00	.00	.00		2,000.00	.00	2,000.00
2900 Budget Appropriations	5,000,016.00	.00	3,750,012.00	75.00	1,250,004.00	.00	1,250,004.00
Total Contractual Expenses	5,298,516.00	27,885.87	4,044,945.79	76.34	1,253,570.21	.00	1,253,570.21
3010 Office Supplies	500.00	.00	.00		500.00	.00	500.00
3060 Medical Supplies	500.00	.00	.00		500.00	.00	500.00
3990 Other Supplies & Mate	500.00	.00	.00		500.00	.00	500.00
Total Commodities Expense	1,500.00	.00	.00		1,500.00	.00	1,500.00
Department Expense # 171	5,300,016.00	27,885.87	4,044,945.79	76.32	1,255,070.21	.00	1,255,070.21 *
Expense & Transfers# 171	5,300,016.00	27,885.87	4,044,945.79				
Department.416 HD-KCCTF							
Total Expenditures Fund 173	5,300,016.00	27,885.87	4,044,945.79	76.32	1,255,070.21	.00	1,255,070.21 **

SUMMARY for - Fund 173 RCPD Levy/Op

Beginning Year Balance.....	241,235.15
YTD Revenue.....	5,255,337.56
YTD Reported Expenses.....	4,044,945.79-
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	9,001.17-
Prior Year Revenues	.00
Prior Year Corrections.....	.00
Ending Fund Balance.....	1,442,625.75 ***

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

RILEY COUNTY POLICE DEPARTMENT

Report Submission

To: Director Peete
Thru: Assistant Director Moldrup
From: Cpt. Mark French
Position: Commander **Division:** Jail
Report Title: Monthly Inmate Population Report
Rpt Freq./Year: October 2023
Policy #: N/A
Date: November 5, 2023

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>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>	<u>2022</u>	<u>2023</u>
JAN	95.1	73.7	70.2	87.0	75.0	72.6	84.8	71.6	67.3	100.1	102.3
FEB	95.2	68.9	74.3	93.1	82.9	68.4	85.5	64.8	67.1	111.5	109.5
MAR	92.1	66.2	71.8	91.9	73.2	75.2	88.4	68.6	78.6	112.1	115.0
APR	64.2	62.0	74.2	89.1	74.1	81.0	81.6	58.9	80.4	114.6	117.5
MAY	71.3	68.9	80.3	81.9	77.4	87.5	79.4	47.4	74.2	104.6	113.4
JUN	72.4	63.9	82.0	87.8	73.1	88.5	78.4	50.0	66.0	100.5	115.6
JUL	72.1	68.8	77.8	83.6	80.0	83.8	71.9	53.7	71.5	99.5	121.0
AUG	74.0	74.5	72.7	75.7	82.4	80.6	82.3	55.8	85.2	95.7	123.5
SEPT	77.4	61.7	73.6	75.8	84.3	81.2	74.6	61.3	90.2	109.0	123.6
OCT	73.2	76.3	73.5	73.4	74.3	72.8	76.2	60.0	91.5	115.9	125.9
NOV	70.1	77.0	76.7	73.0	76.2	78.3	71.3	69.3	96.0	106.1	
DEC	65.1	71.0	77.4	69.6	78.9	79.9	72.9	69.4	97.9	99.4	
YADP	76.85	64.2	75.4	81.8	77.7	79.15	78.9	60.9	80.5	105.8	116.7

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

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

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

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

NUMBER: N/A

☐ **SPECIAL ORDER**
☒ New Policy

☐ Update Existing Policy

 POLICY: **15.1.4 - Succession Planning**

 PURPOSE: **New Policy**

 Date Proposed Policy Disseminated: 9/12/2023

 Date Approved Policy Disseminated: N/A

INITIAL REVIEW & RECOMMENDATION:

☒ Sworn - Command Staff

☒ Non-Sworn - Jail Lieutenants

☒ Non-Sworn - RMS Supervisor

☒ Sworn - Command Level

☒ Non-Sworn - Communication Mgr.

☒ Non-Sworn - Accreditation Mgr.

Electronic Review Via PowerDMS - See Report

Assistant Director - Initial Review

Approved:



Revision Suggested:



Initials:

Date:

7/27/2023

APPROVALS:

Brad Ingalls
Policy Review Committee Chair Approval
AD Moldrup
Assistant Director's Approval
Director Peete
Director's Approval
Law Board Chair Approval (General Orders Only)

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

11/6/2023

Date

11/6/2023

Date

11/7/2023

Date

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **K1 Jail** [Lieutenants]

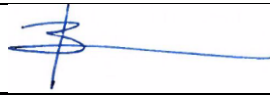
☐ **K2 Jail** [Correction Officers, Sergeants]

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

☐ **M Jail** [Lieutenants]

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

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

Policy Title: 15.1.4 Succession Planning		
Policy & Procedures	Approved On:	Order: GO
 RILEY COUNTY POLICE DEPARTMENT To reduce crime and improve the quality of life for the citizens we serve	Approved: 	
	Brian R. Peete, Director	
Riley County Police Department	CALEA Standard:	
Manhattan, KS	15.1.4	
Chapter: Planning and Research		

1. **Succession Planning:** The Riley County Police Department employs succession planning as a deliberate and systematic effort to ensure leadership continuity by providing opportunities to those wishing to advance the education, training, mentoring, and support they need to prepare for critical roles when vacancies occur. Additionally, future leaders are identified through the department's career development program, performance reviews and evaluations, as well as the department's employee conduct records system (Guardian Tracking).

2. **Leadership Roles and Responsibilities:** Leaders within the department are expected to demonstrate, at a minimum, interpersonal skills, technical proficiency, knowledge of laws and policies as applicable to their respective positions, the ability to facilitate conflict resolution, communication skills, and critical thinking. Every employee of the Riley County Police Department is encouraged to take an active role in their personal and professional development to advance their knowledge base and skill set through such opportunities as, but not limited to:
 - a. Connecting with mentors internally and externally in an effort to improve daily;
 - b. Academic based self-improvement such as reading professional literature and/or obtaining higher education;
 - c. Volunteering for additional or extra assignments within the department and in the community;
 - d. Seek and request to attend additional internal and external training;
 - e. Attend one or more of the following leadership training opportunities: FBI LEEDA, Dale Carnegie Leadership Training, Flint Hills Regional Leadership Program, and the KSU Leadership Course.

3. **Sworn, Corrections, Communications**
 - a. Sworn employees may consider becoming a Police Training Officer, a Detective within the Investigations Division, serving in any available specialty assignments and attending general leadership training.
 - b. Corrections employees may consider becoming a Corrections Training Officer, a Medical Control Officer, serving in any available specialty assignments and attending general leadership training.
 - c. Communications employees may consider becoming a Dispatch Training Officer and serving in any available specialty assignments and certifications as well as attend general leadership training.

4. Professional Staff

- a. Professional staff may consider seeking professional credentials, higher education, and participation with professional networks within their field.

5. Supervisor Responsibilities

- a. It is the supervisor's responsibility to identify and provide opportunities for employees that will prepare them for increased leadership roles and responsibilities.
 - b. Supervisors will have periodic reviews with their employees to ensure opportunities are aligned with career goals and department needs.
 - c. Supervisors will provide consistent feedback to employees that are not demonstrating the ability for advancement.
6. While no specific position or training guarantees a promotion, it serves to complement the overall development of the employee. This succession plan is intended to serve as a road map for supervisors and employees to generate developmental opportunities that will holistically enhance employees while improving the quality of services the department provides.

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

NUMBER: N/A

☐ **SPECIAL ORDER**
☐ New Policy

☒ Update Existing Policy

POLICY: 41.1.5 - Police Service Canines
PURPOSE: Updated to Reflect Patrol Dog Addition

 Date Proposed Policy Disseminated: 10/2/2023

 Date Approved Policy Disseminated: N/A

INITIAL REVIEW & RECOMMENDATION:

☒ Sworn - Command Staff

☐ Non-Sworn - Jail Lieutenants

☐ Non-Sworn - RMS Supervisor

☒ Sworn - Command Level

☒ Non-Sworn - Communication Mgr.

☐ Non-Sworn - Accreditation Mgr.

Electronic Review Via PowerDMS - See Report

Assistant Director - Initial Review

Approved:



Revision Suggested:



Initials:

Date:

8/15/2023

APPROVALS:

Brad Ingalls
Policy Review Committee Chair Approval
AD Moldrup
Assistant Director's Approval
Director Peete
Director's Approval
Law Board Chair Approval (General Orders Only)

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

11/6/2023

Date

11/6/2023

Date

11/7/2023

Date

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **K1 Jail** [Lieutenants]

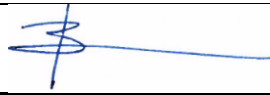
☐ **K2 Jail** [Correction Officers, Sergeants]

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

☐ **M Jail** [Lieutenants]

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

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

Policy Title: 41.1.5 Police Service Canines		
Policy & Procedures	Approved On: 03-04-2022	Order: GO 2022-005
 RILEY COUNTY POLICE DEPARTMENT To reduce crime and improve the quality of life for the citizens we serve	Approved: 	
	Brian R. Peete, Director	
Riley County Police Department	CALEA Standard:	
Manhattan, KS	41.1.5, 84.1.4	
Chapter: 41 – Patrol - Equipment		

1. **Canine Team Policy:** This policy establishes guidelines for canines either owned by or accessible to the Department. The Canine Teams will be utilized to aid and assist all divisions of the Department. (CALEA 41.1.5a)

- A. The Department will utilize trained and certified canine teams in an effort to detect and deter the introduction and use of illegal drugs and to assist in the location of certain **individuals and the apprehension of violent offenders** within our jurisdiction. (CALEA 41.1.5a)
- B. The Department will select canine officers who will then be trained in a canine handler course, undergo specialized training with their department canine to demonstrate proficiency in drug detection, tracking, **apprehension, obedience** and article recovery through certification annually. The department may select either an untrained, fully trained or partially trained canine. Upon selection of a canine for purchase the canine will become fully trained to recognize and detect odors of marijuana, heroin, cocaine, methamphetamine, ecstasy **and fentanyl**; the canine will be required to successfully locate and indicate for the presence of evidence, **demonstrate obedience, apprehension, recall with and without apprehension, area/ building search**, and track a subject. The canine will be required to successfully pass an initial certification through a nationally recognized certification with the handler. Currently the department utilizes Heart of America Police Dog Association (HAPDA) for annual certification. HAPDA is a non-profit organization that conducts annual certifications of police canines with nationally recognized standards. (CALEA 41.1.5 b, c)

The Department will select canines by soliciting available vendors with canines that meet the department's needs and is nationally recognized as a police canine vendor. Canines may be tested by designated personnel with the training and experience to perform such tests. The department will only select canines suited for police operations and the abilities to successfully complete training and certification.

The department will use a selection committee headed by the Administrative Canine Supervisor and may include but not limited to newly appointed handler, personnel with handler experience, veterinarian and certified trainer. Selection will be comprised of testing the canine's response to noise, canine's hunt drive (canine's desire to search relentlessly) health temperament, workability and the canine's disposition with newly selected canine handler. The patrol division commander will assign canine teams to evening squads within patrol.

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- C. The Division Commander shall appoint a **Sergeant** or above to oversee the administrative needs of the canine teams. This canine administrative supervisor may or may not be assigned to the same squad as the canine teams but will have advanced knowledge and experience with canine teams.
- D. Canine teams should be used only for assignments that fall within the scope of their outlined duties. Authorization for assignments not specifically outlined in policy must be approved by the Patrol Division Commander, Assistant Director, or Director. Canine teams will respond to all approved requests for support. (CALEA 41.1.5a)
- E. The Patrol Division Commander will approve any ride-along with a canine team prior to the event. All other ride-along provisions will apply.
- F. Under no circumstances will any Department member or visitor:
 - 1) Strike a canine handler or engage in any “horseplay” in the presence of the canine.
 - 2) Strike or attempt to discipline the canine.
 - 3) Tease or agitate the canine.
 - 4) Feed the canine without the handler’s permission.
 - 5) Enter or approach the canine vehicle when it is occupied by the canine without the handler’s knowledge and presence.
 - 6) Remove the canine from the canine vehicle or location of confinement without the handler’s knowledge and presence.

2. **General:**

- A. **Availability:**
 - 1) Canine teams will normally work 4 consecutive 9-hour shifts. One hour per workday is reserved for the care of the canine and related equipment. Subject to supervisory approval, all or a portion of the 9-hour shift may be used for training.
 - 2) Canine teams are generally available on a 24-hour, on-call basis in correlation with their scheduled days of work. If needed, the on-call canine team may be activated at the discretion of the on-duty supervisor.
 - 3) The Patrol Division will establish a call-out schedule for canine teams during off-duty hours.
- B. **Authority:** Upon arrival at an incident scene to which the team has been requested, the canine handler will assume control over the area and functions related to the use of the canine. The handler will maintain control until all canine-related tasks are completed at which time the handler and canine should vacate the incident scene. Ultimate control of the incident/scene remains with the original officer, detective and/or supervisor on the scene.

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C. Duties:

1) Canine teams will not routinely answer calls for service but will respond to calls for canine service and assist patrol officers when not engaged in other canine activities. The following tasks are designated for canine team response while on duty: (CALEA 41.1.5a)

- a. Search for evidence or contraband including illegal drugs.
- b. Locate lost persons or victims.
- c. Felonies or violent crimes where the suspect has fled on foot, **has concealed themselves inside a structure or area and a need for tracking or area/ building search** could develop.

2) Canine teams may be assigned duties such as school and/or civic group demonstrations or scheduled training that do not correspond with their typical shift assignments. Handlers are responsible to coordinate these deviations from their normal schedules with their supervisors.

With regard to demonstrations:

- a. Requests for canine demonstrations will be made through the Patrol Division Commander. The content of most demonstrations will be limited to the canine's obedience, narcotic detection, agility, and social interaction.
- b. Due to their unpredictability, demonstrations for children will be conducted at the discretion of the assigned handler. A handler, however, must provide justification to the Patrol Division Commander for declining a request for a demonstration.
- c. A handler may terminate a demonstration if, in the handler's discretion, the circumstances dictate. The handler will follow up that decision with a written report to the Patrol Division Commander detailing the circumstances.
- d. **Under no circumstance will any canine aggression (attack behavior) be photographed without prior approval of the Director.**
- e. The canine handlers will prepare themselves, their canine and all canine equipment in such a manner as to present a professional image to the audience.

- 3) In instances where the canine is deployed to track or locate an armed or unarmed suspect, the canine handler will be assisted by at least one backup officer.

3. **Procedures:** When an officer has reasonable suspicion that illegal drugs or contraband may be hidden from view, the officer may request the assistance of the canine team. Prior to deploying the canine, the canine officer will confer with the requesting officer and verify reasonable suspicion exists that illegal drugs or contraband may be hidden from view. The canine officer should consult with a supervisor in situations where the canine officer and the requesting officer disagree as to the existence of reasonable suspicion or the appropriateness of the canine's use. In such a circumstance the supervisor will make the final decision concerning the team's utilization. (CALEA 41.1.5a)

A. Vehicle Sniffs and Searches:

- 1) A canine sniff of the air outside a vehicle does not constitute a search of the interior of the vehicle and thus no waiver or warrant is necessary for a canine to conduct a vehicle sniff. During a vehicle stop, a canine may be employed to sniff the free air surrounding the vehicle's exterior in an exploratory manner if reasonable suspicion exists that drugs may be present within the vehicle. However, the operator may not be detained longer than reasonably necessary to conclude the business associated with the initial traffic stop without reasonable suspicion.
- 2) The canine handler will ensure drug detection activities (sniffs) are conducted in a safe environment. While conducting a drug sniff of a vehicle the handler must focus upon the canine, therefore relying upon the requesting or secondary officer to maintain observation of the vehicle operator and any occupants during the sniff.
- 3) If the interior of the vehicle is to be entered by the canine, all occupants, food, or items that create a hazard for the canine will be removed from the vehicle prior to initiating the sniff.
- 4) At the completion of the sniff, the canine handler will advise the officer who requested the sniff of any items located or areas to be hand-searched based on a canine alert. The odor response of a certified canine establishes probable cause for an officer to investigate (search) further.
- 5) If a search of the vehicle follows from a canine alert, it is the discretion of the canine handler to aid in/or conduct the search of the interior of the vehicle by themselves. The decision as to arrest should be made upon agreement of the initiating officer and the canine officer.
- 6) The responsibility to process any recovered evidence from the search shall be assigned to the officer(s) who conducted the search.
- 7) If the canine handler is called away from the scene after receiving a canine alert, and another officer conducts the search of the vehicle, the officer will provide the handler details about the location of any drugs or paraphernalia found.

B. Drug Sniffs in A Building:

- 1) Prior to the deployment of a canine, a search or sweep of the area shall be completed to locate and secure contraband items located in plain view. Although the canine officer does not need to be present during this initial search he should be advised of items located and their location and should complete a secondary sweep of the location to be searched.
- 2) If drugs and/or paraphernalia are believed to be concealed, the canine may be utilized to conduct a sniff search, at the discretion of the handler.
- 3) All persons on the premises must be removed or confined in one area prior to beginning the canine search. This will ensure the safety of the individuals at the scene and assure a proper work environment for the canine team. The requesting or secondary officer is responsible to maintain observation of all persons allowed to remain as the canine handler must focus upon the canine during a drug sniff.
- 4) The odor source of canine alerts will be confirmed by the handlers. The handler will take appropriate action with regard to the canine, i.e., praise, presentation of a toy, etc. Officers will not

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remove located contraband until such time as the handler advises the alert response protocol has been completed.

- 5) At the completion of the sniff, the canine handler will advise the requesting officer of any items located or areas to be searched based on a canine alert. It is the requesting officer's responsibility to determine if an arrest is appropriate considering the evidence recovered and to ensure that any recovered contraband is processed and turned in as evidence.
- 6) When a canine unit is involved in an incident that results in the filing of a criminal or information report, the canine officer will complete a supplemental report that details the actions of the officer and the canine as well the specific location and type of drugs located during the search, if any.
- 7) When searching large buildings or areas, or in times of adverse weather conditions a handler may request that a second canine be involved to avoid overuse of a single canine, which may result in decreased effectiveness of the sniff search.
- 8) The handler will ensure a safe working environment for the canine and no detection operations will occur if the handler deems the area unsafe.

C. Drug Sniffs in Schools:

- 1) School administrators may request drug detection dog sniffs through their respective school Resource Officer (SRO) or directly to the Department. Approval to conduct a requested sniff in a school must come from the Patrol Commander, Assistant Director, or Director.
- 2) Canine teams are to sniff the specific areas requested by the school administrator and an administrator must be present at all times during the operation.
- 3) The drug sniff is limited to inanimate objects in public areas such as the exterior of student lockers. Actual searches of lockers, desks, or other closed containers/areas are conducted by school officials, not officers. Officers may answer questions regarding the nature of items or substances found by an administrator and all illegal contraband discovered will be turned over to the SRO or another officer present. The receiving officer will ensure the items are processed in accordance with the law and Department policy.
- 4) If the canine gives an indication of the presence of an illegal drug odor, the canine officer will notify the school administrator of the specific location where the indication was given. The handler and canine will then withdraw from the immediate area prior to the search.
- 5) Aside from the handler working the canine, all officers will maintain a distance from the search sufficient to make it clear they are not conducting the search.

D. Body Sniff Searches: Canines will not be utilized to conduct body sniff searches.

E. Evidence Searches: Searching a specific area to locate evidence or personal items left or deposited at a crime scene may be an effective application of a canine team. In order to accomplish this task, the canine handler must have a general idea of where to search. It is also extremely important the area to be searched is not contaminated. In such circumstances:

- 1) The decision to allow the canine to search on or off-leash will be made by the handler.
- 2) Canines will not search for other animals.

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- F. Ground scent tracking: This canine technique may be useful to assist in the location of a person when it is believed the person left or entered a known area on foot and their physical presence has been recent. Canine handlers may utilize the canine to track persons when the handler determines the attempt has a reasonable chance to succeed.
- 1) The canine handler will make the decision to allow the canine to search on or off-leash. **One or more back-up officer(s) may** accompany the canine team as cover. Patrol officers on foot will not enter the established perimeter unless requested by a canine handler to do so or ordered to do so by a patrol supervisor **and the canine team is notified of such**. The back-up officer will keep perimeter units updated with the location and direction of the track by radio. This will allow perimeter units to move accordingly in an effort to keep the perimeter secure. All officers having contact with the deployed canine will remain still, without movement, until the canine is under the control of the handler.
 - 2) Patrol units should secure the perimeter within their capabilities and attempt to clear unauthorized persons away from the area to be searched. The following factors affect the canine's ability to follow scent:
 - a. Contamination of the area by fellow officers or other persons.
 - b. Age of the track.
 - c. Heavy rain may wash out the scent. However, the scent may return once the rain subsides or stops.
 - d. Snow, freezing rain and drifting snow tend to cover scent. Thawing weather tends to release a scent.
 - e. Strong winds cause the scent to spread. This fact may make tracking difficult but may aid in a controlled area search.
 - f. Hard-top roads, sidewalks, or areas of sand and/or stone do not hold the scent for extended periods of time.
 - g. Grass, fields, and wooded areas will hold the scent for relatively long periods of time, depending on the weather conditions.
- G. Apprehension: **The canine team can be utilized to apprehend suspects. When reasonable the officer will give a verbal warning prior to releasing the canine. The deployment of a canine in the apprehension of a suspect is considered a less lethal use of force. The handler should consider the following factors set forth in the US Supreme Court decision, Graham v. Conner when deciding whether or not the canine should be deployed to apprehend a suspect;**
- a. **There is reasonable belief the individual poses an imminent threat of violence or serious harm to the public, any officer or handler.**
 - b. **The individual is physically resisting or threatening to resist arrest and the use of a police canine reasonably appears to be necessary to overcome such resistance.**
 - c. **The individual is believed to be concealed in an area where entry by officers other than the police canine would pose a threat to the safety of officers or the public.**

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- d. It is recognized that situations may arise that do not fall within the provisions set forth in this policy. In any such case, a standard objective reasonableness shall be used to review the decision to use a canine in view of the totality of circumstances.
 - H. Building Searches: Searches for fleeing suspects believed to have fled into a building can be conducted by the canine team. Building searches can be conducted when there are signs of forced entry and it is believed an individual is hiding within the building. The perimeter will be secured by patrol units and officers will not enter the building prior to/during the search. Announcements will be given prior to the release of the canine.
 - I. Area Searches: When it is believed a suspect has fled into a specific area (etc. construction area, wood line) and is hiding a canine team can be utilized to find and apprehend the suspect. Patrol officers should establish a perimeter and remain out of the area. Announcements will be made prior to releasing the canine.
 - J. Announcement: Announcements/verbal warnings will be given when reasonable to do so prior to releasing the canine for apprehension. The announcement will consist of identifying yourself, identifying the canine and what the individual is expected to do. At least three announcements will be made. On the third announcement the statement "this is your final warning" will be added. The announcement can consist of the following, "This is the Riley County Police Department canine team, make yourself known or you will be bit".
4. **Handler Responsibilities:** (CALEA 41.1.5c, d)
- A. Canine Care:
 - 1) One handler will be assigned to one canine. The handler is responsible to maintain the physical condition of the assigned canine so the canine is able to perform its assigned duties.
 - 2) Canine handlers will maintain their assigned canine at the residence during non-working hours. The purpose of the canine residing with the officer is to ensure that the canine obtains supervision, care and maintenance required at all times. Handlers maintaining their canines at their residence also allows for canine handlers to respond on a call-out basis for incidents requiring canine capabilities.
 - 3) Police canines will not be handled or instructed by anyone other than the assigned handler except in extenuating circumstances. If the assigned handler is unable to control his assigned canine, the Patrol Commander and Administrative K9 Supervisor will be notified and another handler may be called out.
 - 4) Handlers will at all times maintain close control of their canines. The handler must be cognizant of the fact that some citizens are fearful and apprehensive of dogs and should not assume everyone is comfortable in the presence of a dog.
 - 5) Police canines should be considered "outside" dogs and should not be regularly permitted to stay inside the handler's residence overnight.

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6) The following care and maintenance activities should be accomplished by the handler:
(CALEA 41.1.5g)

- a. The canine is groomed daily.
- b. The canine's eyes, ears, mouth, nostrils, feet, and general body conditions are examined daily.
- c. The canine's nails will be clipped as needed to prevent injury to the canine. This may be completed by the handler and/or the service may be provided by the Department's veterinarian.
- d. The canine is fed on a routine schedule and provided fresh water at all times. Water and food bowls will be cleaned daily.
- e. The canine will be bathed as needed and attended to in order to prevent parasites.
- f. Medications will be dispensed and administered as directed by an approved veterinarian.
- g. Animal feces are removed from the handler's yard regularly.
- h. The canine's kennel is cleaned on a daily basis.
- i. The canine is sheared as needed.

6) Handlers are required to have a home kennel and a doghouse. The Department will supply one enclosed kennel, an insulated doghouse, and a minimum of 5'x10' run with a concrete slab. If the handler rents their home an agreement must be approved by the landlord and provided to the Department for review. This is a one-time Department obligation to the handler and ownership of all supplied equipment will remain with the Department. Any costs for relocation of the kennel will be at the handler's expense. Handlers are subject to unannounced on-site inspections by designated Patrol Division supervisors to ensure the canine is receiving appropriate care. (CALEA 41.1.5h)

B. Uniforms and Equipment:

1) Canine handlers will be issued the following in addition to the equipment supplied to each patrol officer. Handlers are responsible for the care and condition of all issued equipment and all equipment will be inspected periodically and kept in good working condition. Lost or damaged equipment will be reported to the on-duty supervisor and the proper Department forms completed. (CALEA 41.1.5h) Handlers may request additional, specialized or deviations from this list through a written request and explanation to the patrol commander.

- a) Department approved handler uniforms.
- b) 2' and 6' lead of adequate strength.
- c) 15' and 30' tracking lead of adequate strength.
- d) Leather muzzle.
- e) Tracking harness of sufficient quality.
- f) Grooming comb.
- g) Shedding brush.

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- h) Canine rewards/toy (handler's choice)
- i) Metal feeding bowl.
- j) Metal water bucket.
- k) Metal choke collar.
- l) Travel kennel.
- m) Pinch collar (obedience training).
- n) Shock collar.
- o) Traffic lead.
- p) Spill-proof water bowl with bracket.
- q) Choke collar.
- r) Vehicle lockbox (for the temporary storage of drug training aids)
- s) **Deployment backpack**

5. **Canine Vehicles:**

- A. Equipment, accessories, and modifications. Canine teams will patrol in modified, specially equipped vehicles designated for such duties. Such vehicles will be outfitted similarly to other patrol vehicles with regard to accessories such as light bars, MDTs, weapons and weapon racks, etc. Additionally, the canine vehicles will be modified or equipped with:
 - 1) A designated compartment for the canine.
 - 2) Automatic temperature control gauge, cooling system, and emergency notification system.
 - 3) Power windows and door locks.
- B. Care and Maintenance: Handlers are responsible for the readiness of their assigned vehicle including regularly scheduled maintenance checks (fluids, tires, tune-ups, etc.). Handlers will clean and disinfect the vehicle on a routine basis.
- C. Vehicle Use:
 - 1) Handlers are authorized to drive their assigned canine vehicle to, during, and from regularly scheduled shift work, canine training, canine demonstrations, the veterinarian's office as well as to court and other Department related assignments. The canine does not have to be in the vehicle for the handler to utilize the vehicle.
 - 2) When parked at the handler's residence, canine vehicles will not be parked on public streets or public property unless there is no alternative.
 - 3) When in the canine vehicle, the canine should occupy the section of the vehicle designated for canine transport.
 - 4) Canine officers go in-service from their residence and go out-of-service at their residence. Canine officers driving to the Department for the beginning of their tour of duty or traveling home following their shift will respond to and assist with major incidents and emergencies that occur during their travel, as appropriate. Canine officers will assist at the scene of these situations until they are relieved by an on-duty officer or supervisor. In addition, canine officers may take enforcement action should they witness a traffic violation.

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5) Prisoner transport should not be done with the canine vehicle if the arrestee has been violent or shows signs of becoming violent.

6) An on-duty patrol supervisor may authorize another officer to operate a canine unit vehicle, provided the canine is not occupying the vehicle.

6. Veterinarian Care Procedures: When the canine requires veterinarian care, the following guidelines apply. (CALEA 41.1.5g)

- A. For routine procedures, only a Department approved veterinarian will be used. In an emergency situation, a canine may be treated at Kansas State University Veterinarian Medical facility.
- B. Canines may be muzzled prior to being taken into any treatment facility, as directed by the veterinary health care provider. The muzzle may be removed at the discretion of the animal health care provider.
- C. The handler will complete and submit the appropriate Departmental paperwork to the Patrol Division Commander the next working day following treatment. This form will be filed in the canine's medical folder, which will be maintained by the canine handler.
- D. At the veterinarian's discretion, the canine handler will submit a series of canine stool samples for examination.
- E. The handler will have a complete physical performed on his canine annually or when deemed necessary by the veterinarian.
- F. All veterinarian bills for services rendered will be forwarded through the Chain of Command to the Patrol Commander.

7. Canine Boarding Procedures: The police canine may be boarded in a Department approved facility in cases where the handler will be absent for one 40-hour workweek or more. (CALEA 41.1.5g)

- A. The boarding must be approved in advance by the Patrol Division Commander. Under normal circumstances, the canine may be boarded for a maximum of 21 consecutive days.
- B. For short absences of fewer than a few days, a canine may be left in the care of another handler or previous handler if adequately equipped.

8. Injury to Canine Officer Procedures:

- A. Should a canine handler become injured and unable to control his/her respective canine, another handler, whether on or off duty, will be contacted to immediately respond to the scene. (CALEA 41.1.5c)
- B. If the canine is in close proximity to the handler and has taken an aggressive posture, i.e., growling or barking, no attempt should be made to approach the injured officer. Officers may consider the use of animal control devices maintained by Animal Control or tranquilizer darts. **In addition, a bite sleeve will be maintained in each K9 patrol unit for use in removing the animal and securing inside the patrol unit. This will only be utilized by an officer with proper training from the K9 unit.**
- C. The application of lethal force to a canine will be utilized only as a last resort and only in a life-threatening situation.

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9. Canine Bite Procedures:

- A. In the event a Department canine bites a person, regardless of whether the bite occurred in the line of duty, the handler will:
- 1) Provide appropriate medical assistance.
 - 2) Immediately notify the on-duty supervisor **and canine supervisor (if not on duty).**
 - 3) If an accidental/**unintentional** dog bite, the incident will be documented with an information dog bite report prior to going off duty.
 - 4) If dog bite was sustained due to subject inciting or attacking the dog, a UOF report will be filed in addition to the standard offense report. Both types of reports will include:
 - a. Nature and extent of Injuries.
 - b. Medical treatment provided.
 - c. Photographs of the bite area, to include clothing, if possible **done by the handler.**
 - 5) Notify the Patrol Division Commander who will in-turn notify the Assistant Director and Director of the incident.
 - 6) Forward the completed documents through the chain of command to the Director.
 - 7) **Controlled/intentional bites will also be documented through the department approved KATS report software.**
- B. All apparent damage to property caused by a canine will be documented and immediately reported to the on-duty supervisor.

10. Activity Reporting Procedures:

- A. "Per-Incident" Activity Reports:
- 1) A canine activity report will be completed by the handler and filed in the dog's permanent file every time the canine is utilized in the field.
- 1 Patrol Operations:
- a. **The canine handler should document behavior of the canine, requirements for correction, bite location and the ability to be recalled. The handler will also complete a Use of Force report for each deployment whether or not a bite occurs**
 - 2) **Narcotics Detection: The canine handler will list all alerts and whether or not contraband items were located. In cases where the dog alerts, but no contraband items are located, the canine handler should investigate to determine why the dog alerted (i.e., residual odors). The following issues should be addressed:**
 - b. **Question a vehicle's occupants to determine if they used drugs earlier or were around others who were using drugs.**
 - c. **Document any residue (seeds, stems, etc.) observed but not seized.**
 - d. **Past drug history of a vehicle's occupants, if known.**

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- B. Quarterly Canine Activity Report: The Patrol Division Commander will prepare a quarterly activity report for the Canine Teams to be submitted through the Assistant Director to the Director and included in the dog's permanent file. This quarterly report should include a detailed summary of all training activities and duty assignments. The report will include data tabulating drug odor alerts when drugs are found as well as drug odor alerts with no drugs found. At the end of each calendar year, the report will include year-to-date figures for the ratio of alerts to finds. **The report will include data tabulating the number of patrol deployments ending with and without a use of force. At the end of each calendar year, the report will include year-to-date figures for the ratio of alerts to finds and apprehensions to no apprehension. An additional category will be tracked showing the number of times a canine was present resulting in the subject complying without the canine being deployed for an apprehension. (CALEA 41.1.5i)**

11. Canine Training Procedures:

A. Training: (CALEA 41.1.5d)

- 1) All canine handlers will attend and successfully complete a Department-approved basic handler training program prior to being placed in-service as a canine handler.
- 2) The frequency and duration of training sessions will be determined by the handler following consultation with the Patrol Division Commander and a professional canine training consultant designated by the Department. Canine handlers are responsible to make training recommendations and requests through the Canine Unit Supervisor to the Patrol Division Commander.
- 3) Typically, Canine Teams will conduct at least 16 hours a month training time in accordance with industry standards.
- 4) Regular training routines should include drug detection in vehicles, buildings, and lockers.
- 5) **Patrol operations inside buildings, open area, muzzle fighting, recalling and releasing from the bite, tracking subjects in open field, woodland and urban areas, article recovery; and obedience**
- 6) Canine Teams will receive annual certification. (CALEA 41.1.5e)

B. Training Documentation: Canine handlers will document all training activities on a training report which will include at a minimum the training date, duration of the training, participants (by name and agency), training topic, and the effectiveness of the training. These reports will be completed after each training session and forwarded through the chain of command to the Patrol Division Secretary for filing. Canine handlers may keep individual copies of their training records to be used for testimony in court. Canine handlers may also complete a Department "In-Service Training Report" which will be forwarded to the Training Officer for continuing education training credits. (CALEA 41.1.5f)

- 1) With respect to drug detection training, handlers will document the following for all training sessions:
 - a. Number and type of training aids used.
 - b. The location where the training aid is planted.

Policy Title: 41.1.5 Police Service Canines
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c. The number of training aids to which the canine alerts.

2) Handlers will use the information referenced above to compute an accurate ratio of alerts with drugs found, alerts without drugs found, and non-alerts.

12. Canine Drug Training Aids Procedures: (CALEA 84.1.4)

A. General: Canine handlers will be issued drugs for the express purpose of drug identification training. The drugs will be inventoried on a quarterly basis by the appropriate evidence staff. Only drugs lab tested and verified by the KBI or other qualified forensic laboratories will be utilized as training aids and the Evidence Custodian will maintain copies of the verification lab reports in the canine's file.

1) Drugs used as training aids will be appropriately packaged and weighed prior to being signed out to the canine handler.

2) When the canine handler and canine administrative supervisor deems it appropriate to do so, drug training aids will be replaced, the drugs being turned in will be tested and weighed before disposal. A detailed report, including the weight of drug training aids, will be submitted to the investigation division commander when the drugs are initially signed out to the canine handler and again when the drugs are signed in at the end of their usefulness or assignment to the handler.

B. Replacement of Controlled Drugs Used for Canine Training Aids:

1) Replacement of controlled drugs used for canine training aids may be accomplished through either Department drug supplies that have been released via court order, and/or by the canine handler's administrative supervisor initiating a request letter to the Kansas Highway Patrol (KHP) Superintendent.

2) A request to the KHP headquarters will be made on the official Department letterhead by the Canine administrative supervisor to release various controlled drugs from the KHP's seizure lockers for use as training aids for the Department's canine teams.

3) Requests for drug amounts up to 2 pounds may be made and fulfilled if those amounts are available in the KHP seizure locker.

4) Upon the KHP Superintendent's approval and authorized release of the drugs, the Department's Evidence Supervisor will coordinate the pickup of the drugs. The items will be stored in the Department's evidence room and a strict chain of custody maintained. There exists no expectation that the drugs will be returned to the KHP at a later date.

5) The Department's evidence personnel will sign out any needed or replacement drugs for training aids to the canine handlers in the presence of the canine handler's squad leader or the canine administrative supervisor.

6) The Canine handler's squad leader or the canine administrative supervisor will be present while each canine handler repackages the disseminated drugs into sizes deemed appropriate by each handler for their individual training aids and will verify item weights by all present.

7) The drugs issued to each handler will be spot-checked monthly by the canine administrative supervisor to verify weights, package integrity and to maintain accountability for the aids. A quarterly accountability report will be prepared by the canine administrative supervisor.

Policy Title: 41.1.5 Police Service Canines
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- 8) At such time as the issued drug training aids are deemed to be of little retainable value for continued training, and following the Canine handler's squad leader or canine administrative supervisor verification of the weights, the drugs will be returned to the Department's evidence personnel for destruction. At this time evidence will verify and document the drugs and weights in preparation for destruction.
- C. Approximate Weight Standards: Each canine handler will be issued a complete set of the following drugs to be used solely for training purposes. The weights and amounts listed are approximate.
- 1) Marijuana, 2 ounces
 - 2) Cocaine (powder), 14 grams
 - 3) Cocaine (crack), 20 rocks
 - 4) Methamphetamine, 14 grams
 - 5) Heroin, 14 grams
 - 6) Hashish if available
 - 7) Ecstasy, 250 tabs
 - 8) **Fentanyl**
 - 9) **Precision Explosives odor print kit**
- D. Storage and Checkout Procedures for Drug Training Aids:
- 1) The issued drug training aids will be stored in a designated evidence locker. An evidence locker will be accessible only by the assigned canine handler.
 - 2) Drug training aids will be stored in their respective storage evidence lockers when not being used for training purposes and may be stored immediately surrounding training times in the vehicle lockbox.
 - 3) During the course of training, the handler will be accountable for drug training aids. The drug training aids will be used exclusively for canine training and no other purpose.
 - 4) Deviation from the above protocol is strictly prohibited. Violation will result in an investigation and potential disciplinary sanctions.
- E. Drug Exposure, Compromised Packaging, and Other Discrepancies:
- 1) Should a canine be exposed to a drug agent, the dog will be provided with immediate veterinary medical care and the Patrol Division Commander notified. The canine handler will file an incident report detailing the exposure, to include relevant medical documents and reports.
 - 2) In the course of routine training, if a drug training aid packaging is damaged, the canine handler will immediately cease the use of the training aid and return the damaged item to the storage locker. The Patrol Division Commander will be notified as soon as possible of the incident and a departmental Damage to Property report will be filed detailing the incident. Photographs, weights, and drug training aid tracking form will be attached to the report.

Policy Title: 41.1.5 Police Service Canines
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- 3) In the course of routine training, if a drug training aid is lost, the handler will immediately cease the training exercise and return the other drug training aids to the storage locker. The Patrol Division Commander will be notified as soon as possible and an Information Report will be filed. Photographs of the area, weights, and the drug training aid tracking form will be attached to the report.
- 4) Should a canine handler discover a discrepancy in the weights and/or amounts of drug training aids and/or the drug training aids tracking form, the handler will not remove the drugs from the storage locker and the Patrol Division Commander will be notified immediately.

F. Audit of Drug Training Aids:

- 1) A quarterly audit of the drug training aids will be conducted by the administrative supervisor of the canine unit. The auditing supervisor will prepare a report of the audit and submit the same to the Investigations Division Commander. Any significant discrepancies with the drug training aids will be immediately reported to the Investigations Division Commander who will, in turn, notify the Patrol Division Commander.
- 2) The auditing supervisor will inspect the condition of the training aid and the integrity of its packaging if significant weight discrepancies occur during the audit process.
- 3) The auditing supervisor will supervise the weighing of each of the drug training aids and compare these weights with those listed on the original documents. Significant differences will be immediately reported to the Investigations Division Commander who will, in turn, notify the Patrol Division Commander.
- 4) The auditing supervisor will maintain a logbook notating the dates and current weights found of the drug training aids and initial the entry dates.

13. Mutual Aid:

- A. Police canines and canine handlers will only assist other agencies with the approval of the Director or his designee. The canine handler will at all times maintain control of their canine and will not allow representatives of the requesting agency to exercise control over the canine.
- B. Requests for out-of-jurisdiction assistance with a canine should be made to the Director or his designee through the on-duty supervisor. The requesting agency may make the request directly to the Director or his designee.
- C. When aiding other agencies, all Department policies and standard operating procedures will apply, regardless of the policies, standards, and procedures of the requesting agency.

14. Canine Handler Selection Process the Canine Handler position is designated as a special assignment within the Department. Selection processes conducted at a minimum will meet guidelines established in Policy 16.2.2; Specialized Assignments.

Minimum Prerequisites:

- 1) A proven understanding of departmental rules and procedures
- 2) Evaluation within the preceding 2 years that meet or exceed overall satisfactory ratings.
- 3) No major disciplinary actions within the preceding 12 months

Policy Title: 41.1.5 Police Service Canines

- 4) Supervisory recommendation, preferably from a sworn supervisor or supervisors with direct knowledge of the applicant's abilities
- 5) Successfully pass a structured oral interview
- 6) Must be willing to meet the department's residency requirement of living within a 20-mile straight line distance from the LEC or within a 20-minute drive time from the applicant's residence to the LEC. If the applicant's residence requirement is questionable, the patrol division commander shall measure the distance using the appropriate GIS mapping system and/or physically drive the route to make the final determination.
- 7) Must agree to the terms of the Memorandum of Agreement for a Canine Handler
- 8) Must be able to meet the requirements, responsibilities of the Canine Team as outlined in Policy 41.1.5.

RILEY COUNTY POLICE DEPARTMENT
Memorandum

Original to: _____
Action: _____
Copy to: _____

Comments:

To: Riley County Law Enforcement Agency
From: Director Peete
Ref: Quarterly Report Synopsis
Date: November 13, 2023

At the Law Board's request, below is a synopsis of the department's quarterly reports, while the actual reports are on the pages immediately following this memo. Due to the volume and self-evident nature of some data, one of the reports (Monthly Crime Report) contains an array of data for which no synopsis is reported.

Monthly Crime Report

See report.

3rd Quarter Uniform Crime Report (UCR)

For the 3rd quarter of 2023 (July through September) overall, Part 1 crime increased 14.6% (from 281 incidents to 322.) The majority of that increase was in Part 1 Property Crime, which rose 25.5% (from 220 incidents to 276.) Part 1 Violent Crime decreased 24.6% (from 61 incidents to 46).

During the 3rd quarter of 2023, the city of Ogden saw a decrease in Part 1 crimes of 60% (from 25 incidents to 10). Of the 2 reported offenses during the third quarter, only 2 were violent crimes.

The portion of Riley County excluding Manhattan and Ogden saw a significant decrease in the 3rd quarter of 2023. The number of reported incidents decreased 76.9% (from 13 incidents to 3.) All 3 reported incidents were property crimes.

3rd Quarter Traffic Accident & Enforcement Analysis

There were 216 preventable accidents reported in the 3rd quarter of 2023. This is the lowest 3rd quarter count and a 16.2% decrease from previous 3rd quarter averages.

3rd Quarter Seizure & Forfeiture Report

There were two (2) seizures completed during the 3rd quarter of 2023. During the same period, zero (0) seizures were made and zero (0) are pending court disposition

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)



Monthly Report

October 2023

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

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

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

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

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

Part I Crime

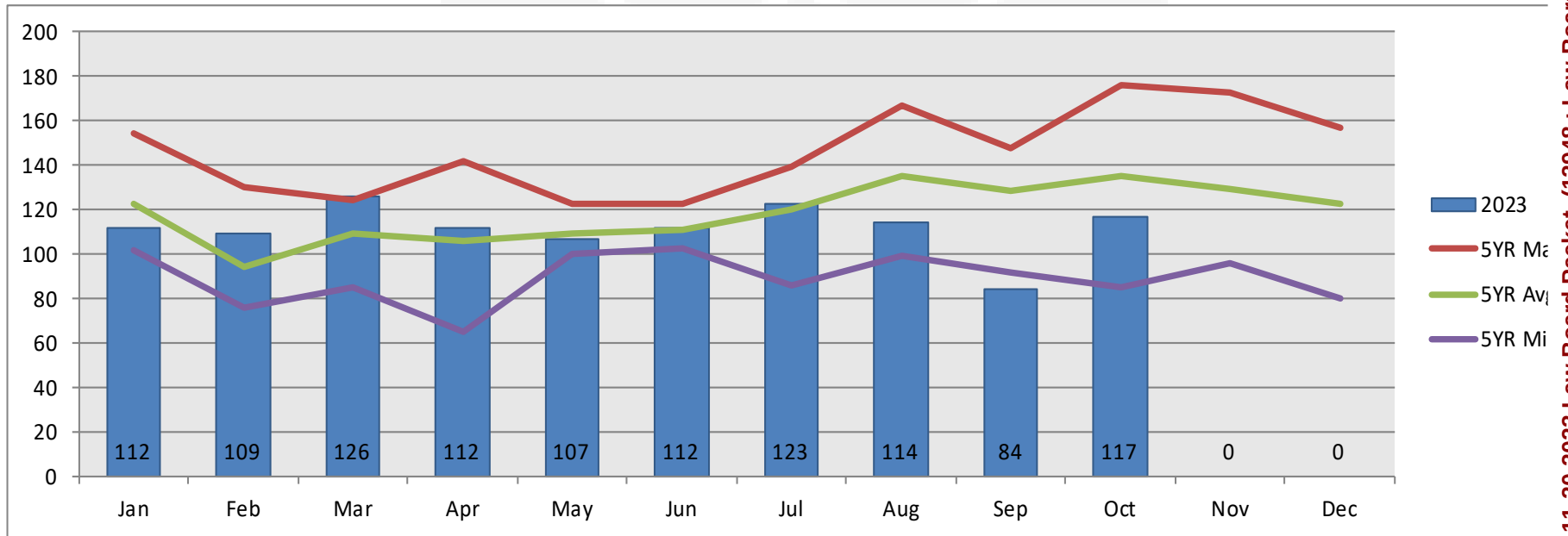
Offense Codes: 0100-0810

All Data As Of: 11/1/23 12:00 AM

17.a

- Part I crime in October 2023 was 13.7% below the 5 year average. Compared to October 2022 there was a 37.6% increase.
- It is projected that year end 2023 will be 5.0% below the 5 year average.
- In October, Part I violent was above the 5 year average, and Part I property crimes was below the 5 year average.

	Oct	Year to Date	Yearly Total
2018	176	1214	1476
2019	143	1330	1583
2020	151	1194	1494
2021	123	1151	1420
2022	85	976	1152
2023	117	1116	
% Change	+37.6%	+14.3%	+17.6%
Yearly Total Projection:			1354



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	108	84	124	114	100	123	123	134	128	176	105	151
2019	154	77	124	142	123	114	138	167	148	143	116	133
2020	130	130	85	65	113	108	139	125	148	151	173	122
2021	121	76	120	111	104	106	114	149	127	123	156	113
2022	102	106	95	100	108	103	86	99	92	85	96	80
2023	112	109	126	112	107	112	123	114	84	117	0	0

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

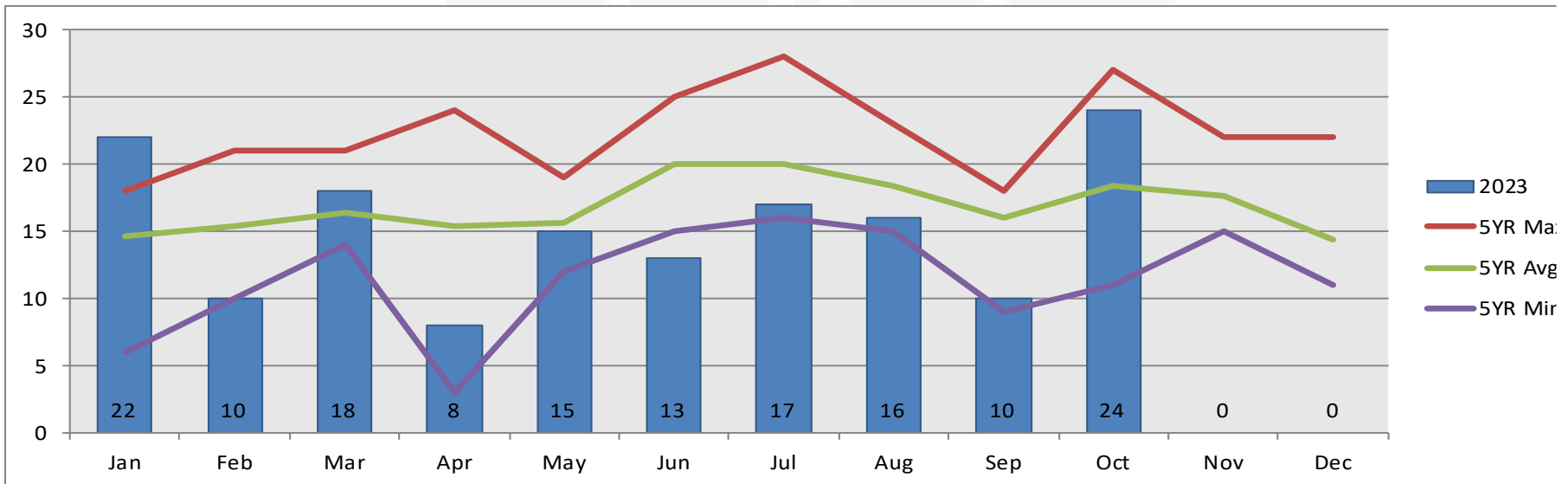
Part 1 Violent Crimes

Offense Codes: 0100-0440

All Data As Of: 11/1/23 12:00 AM

- October 2023 was 30.4% above the 5 year average in Part I violent crime.
- Part I violent crime is projected to be 10.0% below the 5 year average for 2023.
- There were 16 aggravated assaults / batteries, 6 rapes, 2 robberies, and 0 homicides reported during October 2023.

	Oct	Year to Date	Year to Date % Change
2018	27	188	219
2019	18	178	217
2020	21	169	196
2021	15	162	198
2022	11	154	181
2023	24	153	
% Change	+118.2%	-0.6%	+0.4%
Yearly Total Projection:			182



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	15	19	17	13	14	20	28	17	18	27	18	13
2019	16	10	14	24	12	25	18	23	18	18	17	22
2020	18	21	14	3	15	20	19	20	18	21	16	11
2021	18	16	16	18	19	20	16	15	9	15	22	14
2022	6	11	21	19	18	15	19	17	17	11	15	12
2023	22	10	18	8	15	13	17	16	10	24	0	0

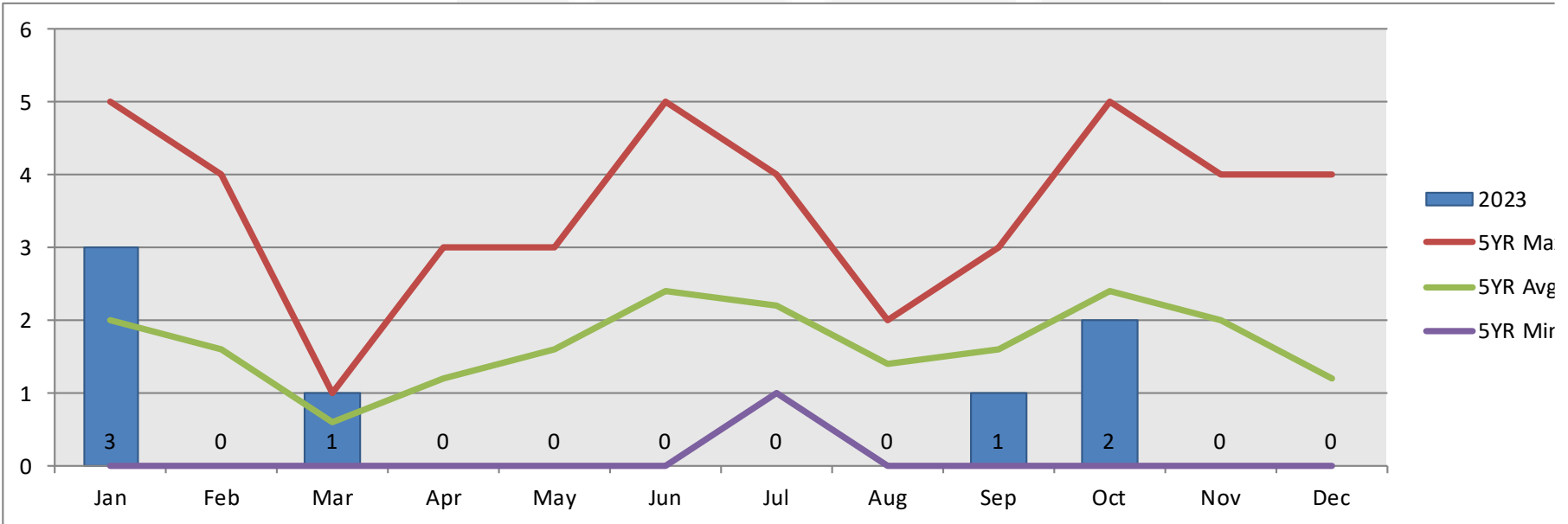
Robbery

Offense Codes: 0310

All Data As Of: 11/1/23 12:00 AM

	Oct	Year to Date	Year
2018	5	25	29
2019	3	18	26
2020	4	17	17
2021	0	15	18
2022	0	10	11
2023	2	7	
% Change	N/A	-30.0%	-25.9%
Yearly Total Projection:			8

- There were 2 robberies reported in October 2023. This is 16.7% below the 5 year average.
- It is projected that robberies will be 60.4% below the five year average at the end of 2023.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	1	4	1	1	3	2	4	2	2	5	3	1
2019	5	2	0	0	0	5	1	0	2	3	4	4
2020	2	1	1	1	2	3	2	1	0	4	0	0
2021	2	1	0	3	2	2	2	2	1	0	2	1
2022	0	0	1	1	1	0	2	2	3	0	1	0
2023	3	0	1	0	0	0	0	0	1	2	0	0

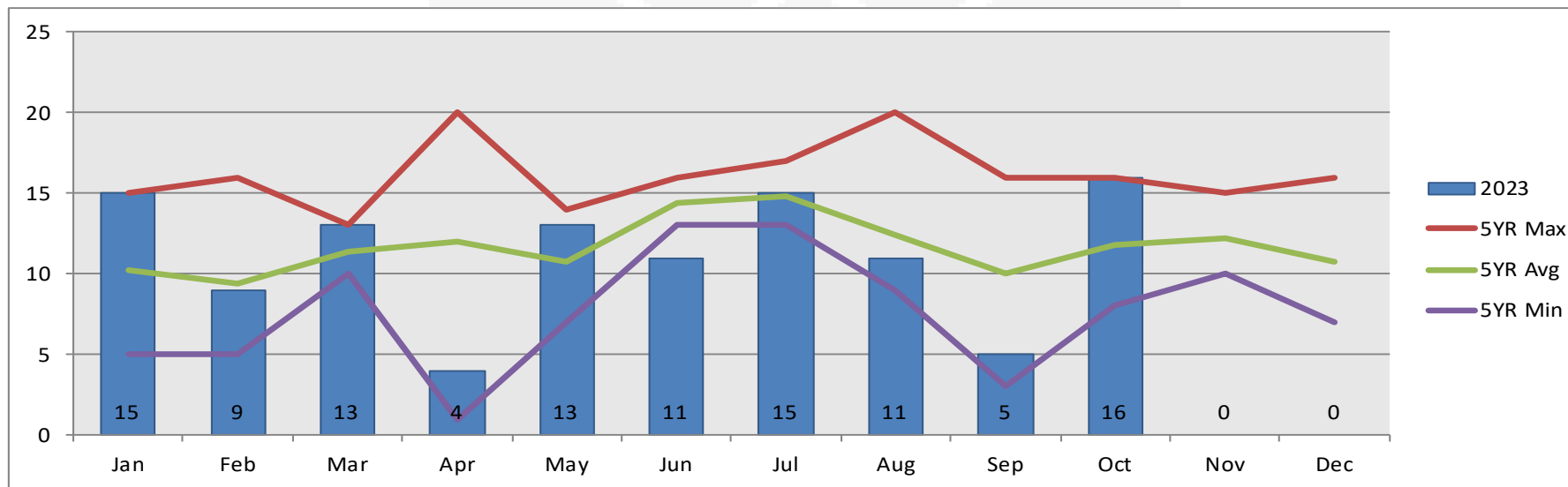
Aggravated Assault and Battery

Offense Codes: 0410-0440

All Data As Of: 11/1/23 12:00 AM

- There were 6 aggravated assaults and 10 aggravated batteries reported during the month of October. This is 35.6% above the 5 year average.
- It is projected that the year end total for aggravated assaults and aggravated batteries will be 4.4% below the 5 year average.
- Seven of the incidents in October were domestic.
- As of 11/13/2023 there were arrests in 9 of the incidents.

	Oct	Year to Date	Yearly Total
2018	11	106	128
2019	11	126	155
2020	16	128	145
2021	13	120	145
2022	8	106	128
2023	16	112	
% Change	+100.0%	+5.7%	+4.7%
Yearly Total Projection:			134



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	9	8	10	9	7	15	17	9	11	11	12	10
2019	8	5	11	20	11	14	15	20	11	11	13	16
2020	15	16	12	1	11	13	14	14	16	16	10	7
2021	14	12	13	13	14	16	13	9	3	13	15	10
2022	5	6	11	17	11	14	15	10	9	8	11	11
2023	15	9	13	4	13	11	15	11	5	16	0	0

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

Packet Pg. 135

Part I Property Crime

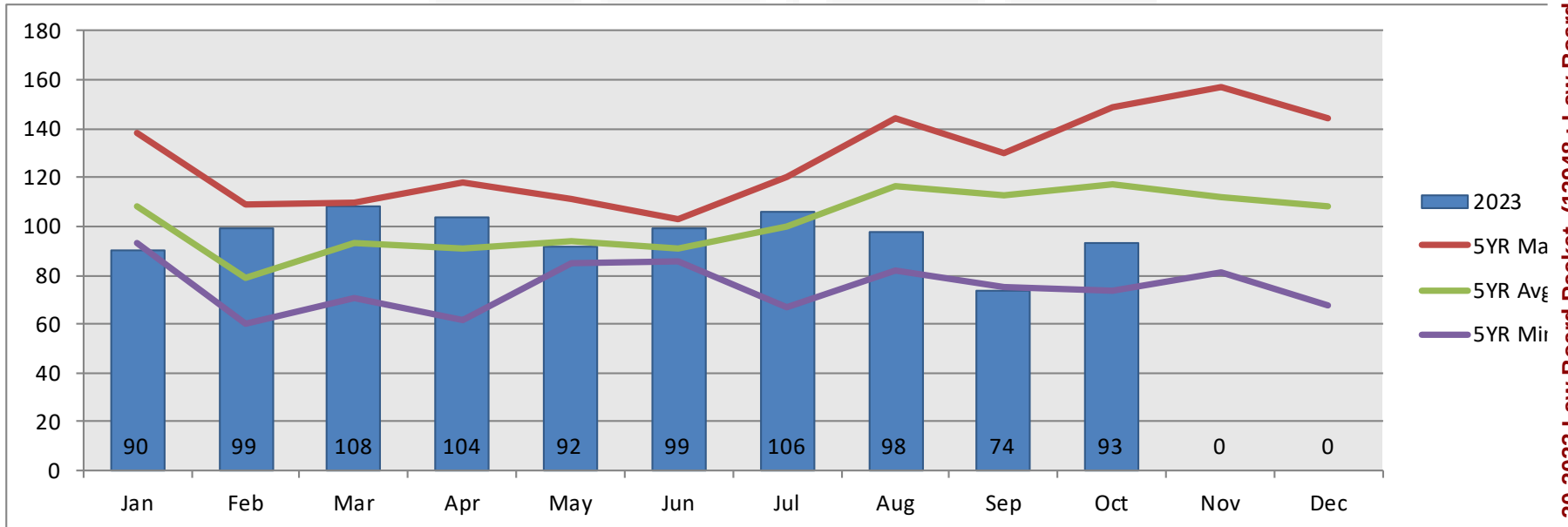
Offense Codes: 0500-0810

All Data As Of: 11/1/23 12:00 AM

17.a

- For October, Part I property crime was down 20.7% from the 5 year average.
- It is projected that property crime will be down 4.1% at the end of 2023.
- The property crime for October 2023 included 14 structural burglaries, 15 larcenies from motor vehicle, 3 auto thefts, and 1 arson incident. The rest of the incidents were larcenies (60 incidents).

	Oct	Year to Date	Yearly Total
2018	149	1026	1257
2019	125	1152	1366
2020	130	1025	1298
2021	108	989	1222
2022	74	822	971
2023	93	963	
% Change	+25.7%	+17.2%	+20.8%
Yearly Total Projection:			1173



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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	71	62	98	88	120	105	130	130	157	116
2021	103	60	104	93	85	86	98	134	118	108	134	99
2022	96	95	74	81	90	88	67	82	75	74	81	68
2023	90	99	108	104	92	99	106	98	74	93	0	0

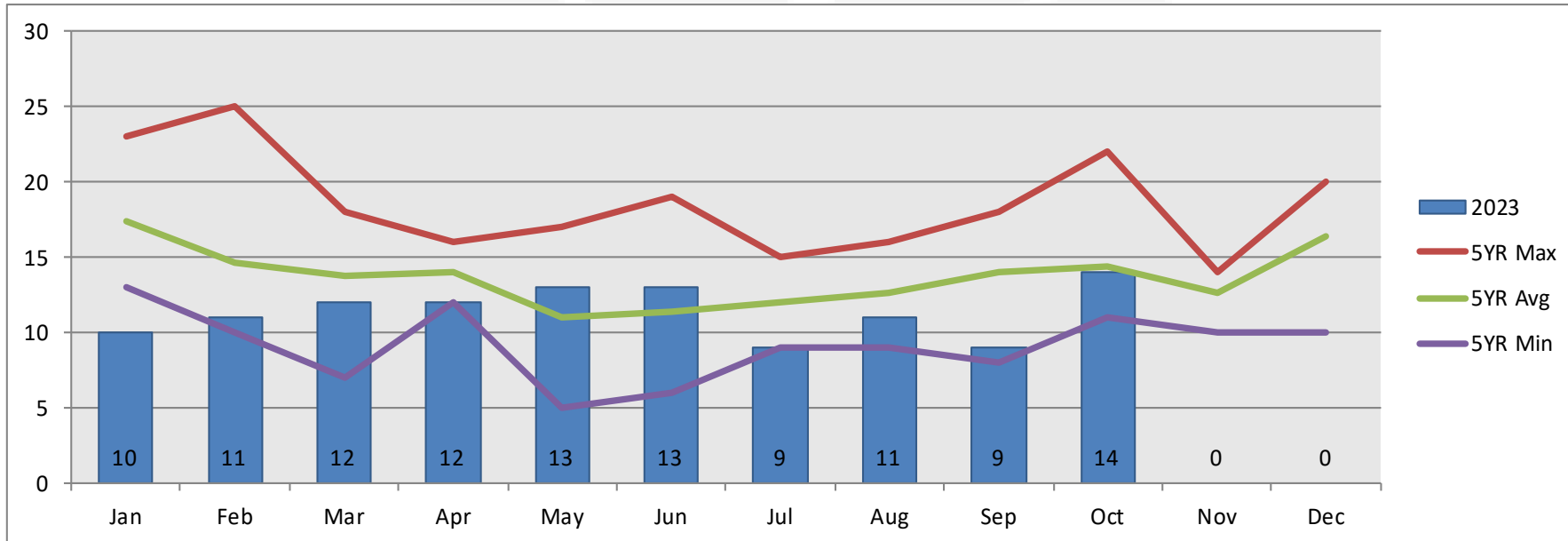
Structural Burglary

Offense Code: 0510

All Data As Of: 11/1/23 12:00 AM

- Structural burglaries were 2.8% below the 5 year average for October.
- Structural burglaries are projected to be down 16.0% at the end of 2023.
- There were 6 residential and 8 non-residential burglaries.
- Ten occurred in Manhattan, 3 in North County, and 1 in Ogden.

	Oct	Year to Date	Year
2018	11	135	168
2019	14	141	171
2020	22	143	175
2021	13	129	157
2022	12	128	150
2023	14	114	
% Change	+16.7%	-10.9%	-7.8%
Yearly Total Projection:			138



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

Vehicle Burglary

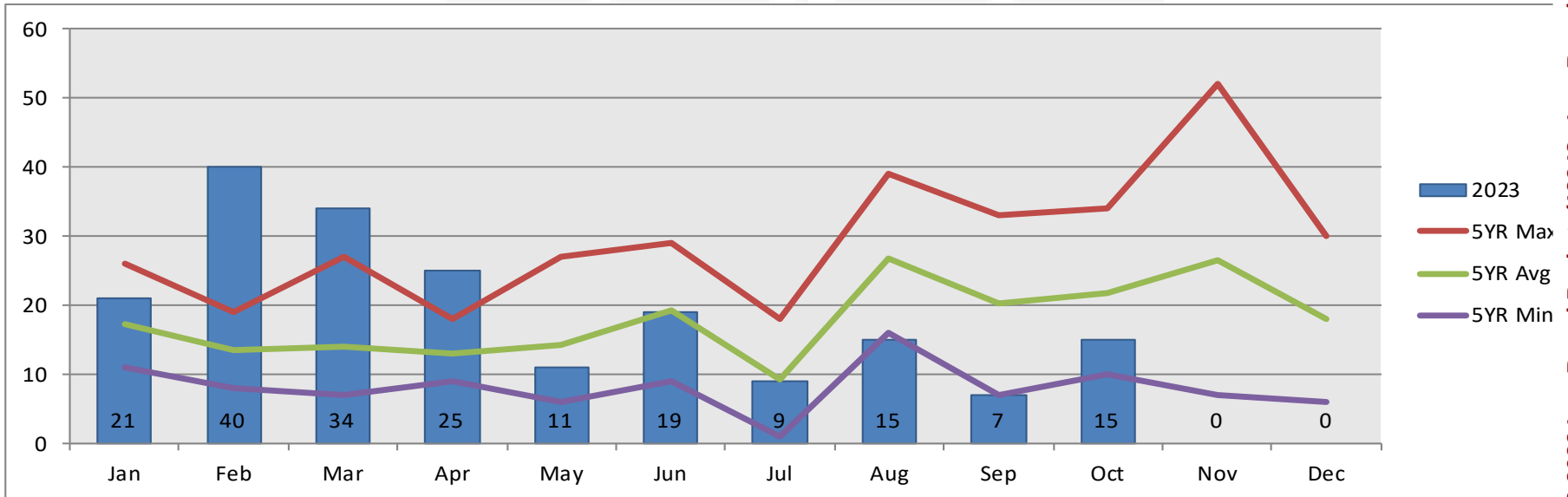
Offense Code: 0640

All Data As Of: 11/1/23 12:00 AM

17.a

- October 2023 was 31.2% below the 5 year average for vehicle burglary.
- At the end of 2023 vehicle burglary is projected to be up 13.3%.
- In 13 vehicle burglary incidents there were no signs of forced entry noted in the report.

	Oct	Year to Date	Yearly Total
2018	34	195	212
2019	20	185	228
2020	32	173	255
2021	13	187	255
2022	10	109	122
2023	15	196	
% Change	+50.0%	+79.8%	+99.0%
Yearly Total Projection:			243



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

Motor Vehicle Thefts

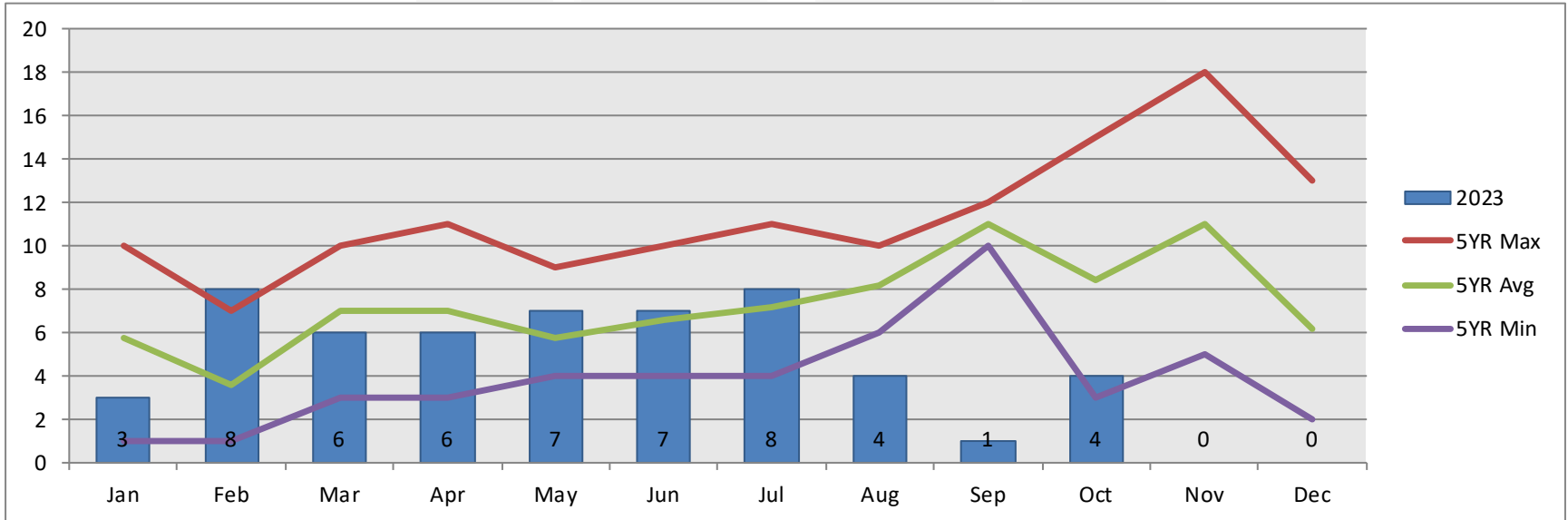
Offense Code: 0710

All Data As Of: 11/1/23 12:00 AM

17.a

- Motor vehicle thefts were down 52.4% from the 5 year average in October.
- Motor vehicle theft is projected to be down 23.7% from the five year average at the end of the year.
- Three of the vehicles have been recovered as of 11/13/2023.

	Oct	Year to Date	Yearly
2018	6	72	86
2019	15	89	104
2020	11	65	96
2021	7	67	86
2022	3	60	67
2023	4	54	
% Change	+33.3%	-10.0%	-0.4%
Yearly Total Projection:			67



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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	3	4	4	11	10	11	7	13	6
2022	10	1	8	7	4	4	5	6	12	3	5	2
2023	3	8	6	6	7	7	8	4	1	4	0	0

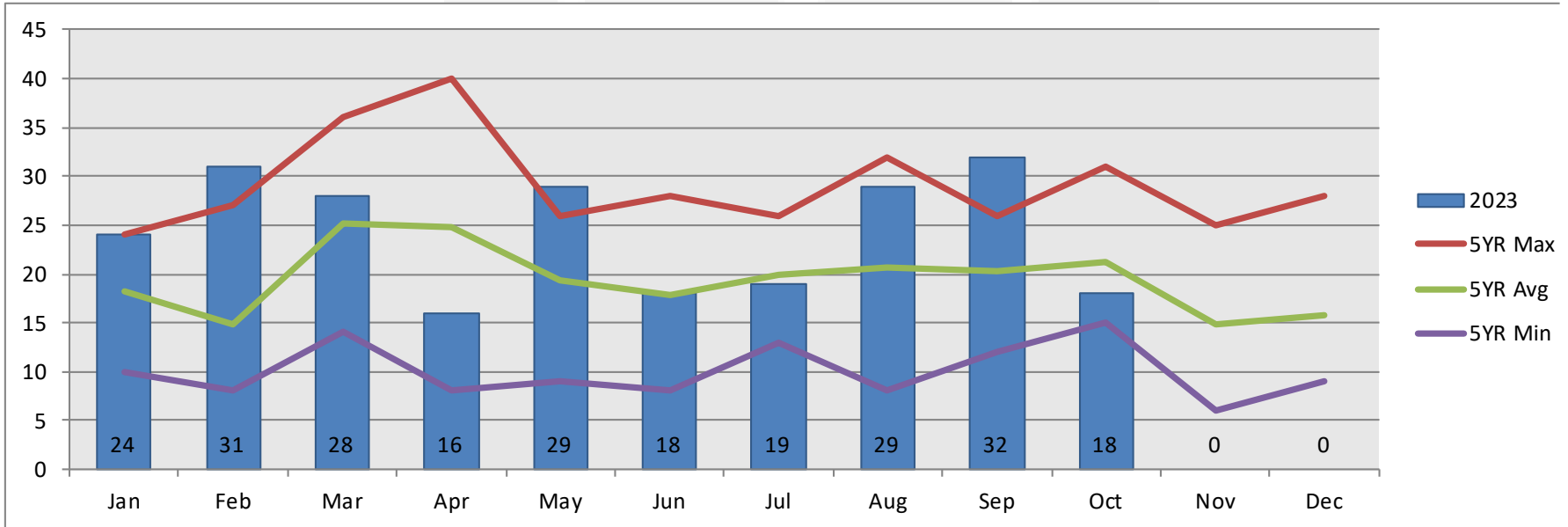
DUIs

Offense Code: 2110

All Data As Of: 11/1/23 12:00 AM

	Oct	Year to Date	Year
2018	19	269	312
2019	20	250	285
2020	15	147	168
2021	21	175	191
2022	31	170	208
2023	18	244	
% Change	-41.9%	+43.5%	+34.9%
Yearly Total Projection:			281

- The number of DUIs for October 2023 was 15.1% below the 5 year average.
- DUIs are projected to be up 20.7% at the end of the year.



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

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

Traffic Accidents

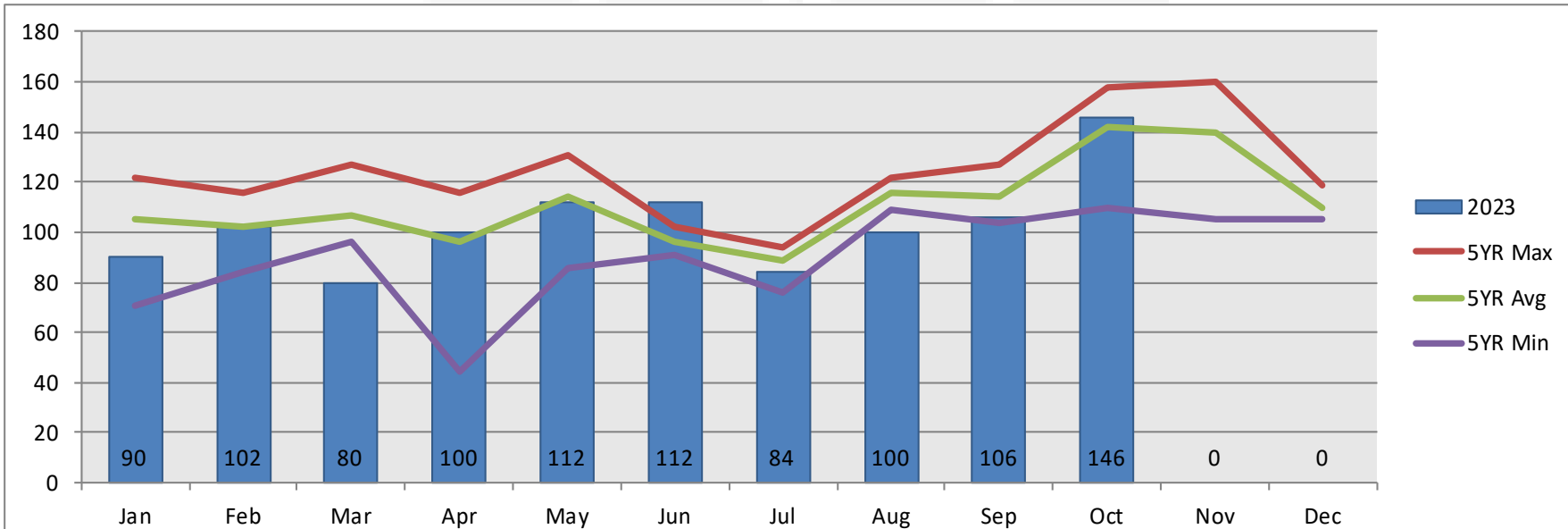
Offense Codes: 5000-5139

All Data As Of: 11/1/23 12:00 AM

17.a

- The number of traffic accidents in October 2023 was 2.7% above the 5 year average.
- It is projected that the total of accidents at the end of the year will be 4.5% below the 5 year average.

	Oct	Year to Date	Yearly Total
2018	140	1126	1397
2019	158	1174	1436
2020	147	1010	1220
2021	156	1052	1314
2022	110	1042	1283
2023	146	1032	
% Change	+32.7%	-1.0%	-1.0%
Yearly Total Projection:			1270



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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	84	103	100	107	91	91	122	127	156	156	106
2022	96	104	103	105	127	102	76	115	104	110	134	107
2023	90	102	80	100	112	112	84	100	106	146	0	0

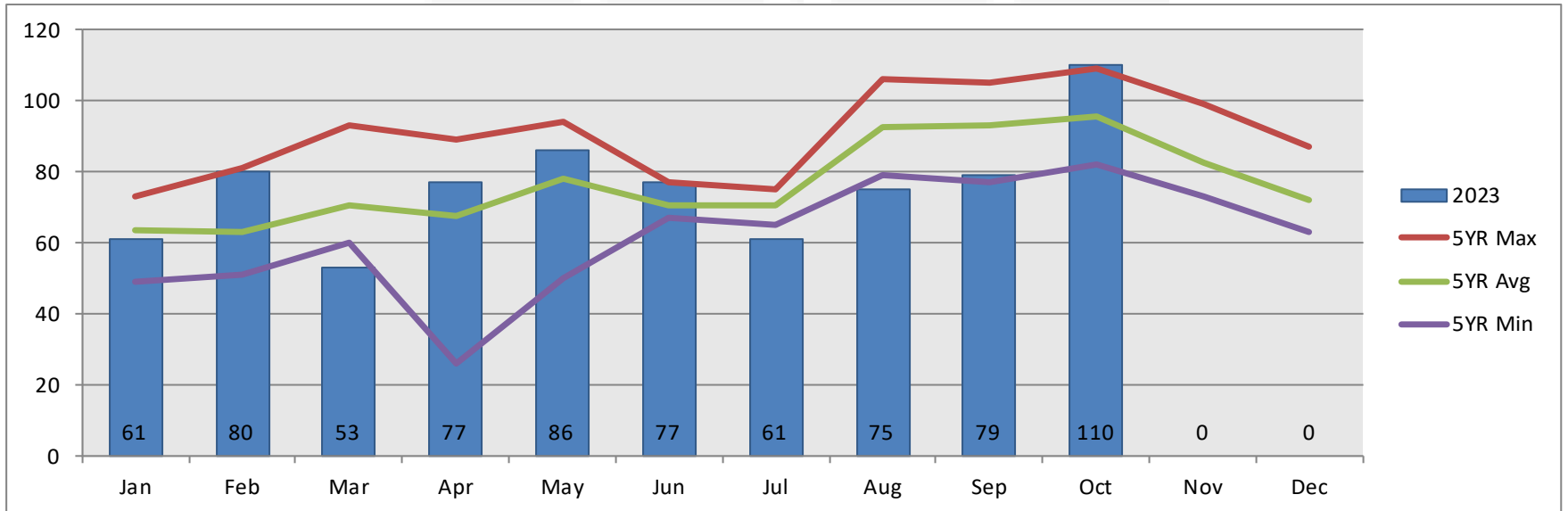
Preventable Traffic Accidents

Offense Codes: 5000-5139

All Data As Of: 11/1/23 12:00 AM

- The number of preventable traffic accidents in October 2023 was 14.8% above the 5 year average.
- Preventable accidents are projected to be down 1.0% from the 5 year average at the end of the year.
- Number may change as data entry corrections continue.

	Oct	Year to Date	Yearly Total
2018	82	792	944
2019	98	794	945
2020	105	716	855
2021	109	779	965
2022	85	752	897
2023	110	759	
% Change	+29.4%	+0.9%	+1.6%
Yearly Total Projection:			912



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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	92	89	105	73	66
2021	49	54	67	71	76	67	75	106	105	109	99	87
2022	65	67	68	77	87	67	65	94	77	85	82	63
2023	61	80	53	77	86	77	61	75	79	110	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 Peete	BRP 16 Oct 23
Thru:	Assistant Director Moldrup	KMM 10.15.23
From:	Captain Hajek	
Position:	Commander	Division: Support
Report Title:	September 2023 / 3 rd Quarter UCR Report	
Rpt Freq./Year:	Quarterly/ September 2023	
Policy #:	82.1.4 & 82.3.2	
Date:	October 10, 2023	

September 2023

During September 2023, Riley County experienced an overall decrease in Part 1 crimes of 12.6% when compared to September 2022 (from 95 incidents to 83.) Part 1 Violent Crime dropped 50% (from 20 incidents to 10) and Part 1 Property Crime dropped 2.7% (from 75 incidents to 73.) There were 0 Part 1 crimes reported in the portions of Riley County excluding Manhattan and Ogden.

Third Quarter 2023

The following figures compare the third quarter of 2023 (July through September) with the same time frame of 2022. Overall, Part 1 crime increased 14.6% (from 281 incidents to 322.) The majority of that increase was in Part 1 Property Crime, which rose 25.5% (from 220 incidents to 276.) Part 1 Violent Crime decreased 24.6% (from 61 incidents to 46).

During the third quarter of 2023, the city of Ogden saw a decrease in Part 1 crimes of 60% (from 25 incidents to 10). Of the 2 reported offenses during the third quarter, only 2 were violent crimes.

The portion of Riley County excluding Manhattan and Ogden saw a significant decrease in the third quarter of 2023. The number of reported incidents decreased 76.9% (from 13 incidents to 3.) All 3 reported incidents were property crimes.

Please see the attached tables for more information.

Scott Hajek
Support Division Captain
Riley County Police Department

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT
Report Submission

September 2023

RILEY COUNTY ALL JURISDICTION

RILEY COUNTY POLICE DEPARTMENT

MONTHLY UNIFORM CRIME REPORT

82.1.4

	ACTUAL OFFENSES									OFFENSES CLEARED										
	MONTH			YEAR TO DATE			QUARTER			MONTH			YEAR TO DATE			QUARTER			CLEARANCE	
Year	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023
Murder	0	0	0.0%	1	1	0.0%	0	0	0.0%	0	0	0.0%	1	1	0.0%	0	0	0.0%	100.0%	100.0%
Rape	6	4	-33.3%	35	28	-20.0%	13	11	-15.4%	2	2	0.0%	12	13	8.3%	3	5	66.7%	34.3%	46.7%
Robbery	3	1	-66.7%	10	6	-40.0%	7	1	-85.7%	1	1	0.0%	4	6	50.0%	3	1	-66.7%	40.0%	100.0%
Ag. Asslt	11	5	-54.5%	118	113	-4.2%	41	34	-17.1%	4	5	25.0%	84	81	-3.6%	18	24	33.3%	71.2%	71.4%
Total	20	10	-50.0%	164	148	-9.8%	61	46	-24.6%	7	8	14.3%	101	101	0.0%	24	30	25.0%	61.6%	68.3%
Burglary	8	9	12.5%	112	95	-15.2%	28	28	0.0%	1	1	0.0%	14	19	35.7%	5	4	-20.0%	12.5%	20.0%
Larceny	55	63	14.5%	572	720	25.9%	170	235	38.2%	11	20	81.8%	138	156	13.0%	36	57	58.3%	24.1%	21.4%
Auto Theft	12	1	-91.7%	55	49	-10.9%	22	13	-40.9%	1	1	0.0%	13	13	0.0%	4	4	0.0%	23.6%	26.7%
Total	75	73	-2.7%	739	864	16.9%	220	276	25.5%	13	22	69.2%	165	188	13.9%	45	65	44.4%	22.3%	21.4%
Overall Total	95	83	-12.6%	903	1012	12.1%	281	322	14.6%	20	30	50.0%	266	289	8.6%	69	95	37.7%	29.5%	28.3%

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT
Report Submission

September 2023

RILEY COUNTY EXCLUDING MANHATTAN & OGDEN

RILEY COUNTY POLICE DEPARTMENT

MONTHLY UNIFORM CRIME REPORT
82.1.4

	ACTUAL OFFENSES									OFFENSES CLEARED										
	MONTH			YEAR TO DATE			QUARTER			MONTH			YEAR TO DATE			QUARTER			CLEARANCE F	
Year	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	20
Murder	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0.0%	0.0
Rape	0	0	0.0%	1	0	-100.0%	0	0	0.0%	0	0	0.0%	1	0	-100.0%	0	0	0.0%	100.0%	0.0
Robbery	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0.0%	0.0
Ag. Asslt	0	0	0.0%	5	1	-80.0%	2	0	-100.0%	0	0	0.0%	2	1	-50.0%	0	0	0.0%	40.0%	100
Total	0	0	0.0%	6	1	-83.3%	2	0	-100.0%	0	0	0.0%	3	1	-66.7%	0	0	0.0%	50.0%	100
Burglary	0	0	0.0%	16	8	-50.0%	1	1	0.0%	0	0	0.0%	7	3	-57.1%	1	0	-100.0%	43.8%	37.
Larceny	3	0	-100.0%	25	17	-32.0%	8	2	-75.0%	1	0	-100.0%	4	2	-50.0%	3	1	-66.7%	16.0%	11.
Auto Theft	0	0	0.0%	8	2	-75.0%	2	0	-100.0%	0	0	0.0%	4	1	-75.0%	1	0	-100.0%	50.0%	50.
Total	3	0	-100.0%	49	27	-44.9%	11	3	-72.7%	1	0	-100.0%	15	6	-60.0%	5	1	-80.0%	30.6%	22.
Overall Total	3	0	-100.0%	55	28	-49.1%	13	3	-76.9%	1	0	-100.0%	18	7	-61.1%	5	1	-80.0%	32.7%	25.

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RILEY COUNTY POLICE DEPARTMENT
Report Submission

September 2023

MANHATTAN

RILEY COUNTY POLICE DEPARTMENT

MONTHLY UNIFORM CRIME REPORT

82.1.4

	ACTUAL OFFENSES									OFFENSES CLEARED										
	MONTH			YEAR TO DATE			QUARTER			MONTH			YEAR TO DATE			QUARTER			CLEARANCE F	
Year	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023
Murder	0	0	0.0%	1	1	0.0%	0	0	0.0%	0	0	0.0%	1	1	0.0%	0	0	0.0%	100.0%	100.0%
Rape	5	4	-20.0%	31	27	-12.9%	12	11	-8.3%	1	1	0.0%	10	12	20.0%	2	4	100.0%	32.3%	44.4%
Robbery	3	1	-66.7%	9	6	-33.3%	6	1	-83.3%	1	1	0.0%	3	6	100.0%	2	1	-50.0%	33.3%	100.0%
Ag. Asslt	10	5	-50.0%	106	105	-0.9%	35	32	-8.6%	4	4	0.0%	77	76	-1.3%	18	21	16.7%	72.6%	72.6%
Total	18	10	-44.4%	147	139	-5.4%	53	44	-17.0%	6	6	0.0%	91	95	4.4%	22	26	18.2%	61.9%	68.8%
Burglary	5	9	80.0%	71	85	19.7%	17	27	58.8%	1	1	0.0%	7	15	114.3%	4	4	0.0%	9.9%	17.6%
Larceny	49	60	22.4%	523	690	31.9%	154	225	46.1%	10	20	100.0%	130	149	14.6%	32	55	71.9%	24.9%	21.9%
Auto Theft	11	1	-90.9%	45	46	2.2%	19	13	-31.6%	1	1	0.0%	8	11	37.5%	3	4	33.3%	17.8%	23.8%
Total	65	70	7.7%	639	821	28.5%	190	265	39.5%	12	22	83.3%	145	175	20.7%	39	63	61.5%	22.7%	21.9%
Overall Total	83	80	-3.6%	786	960	22.1%	243	309	27.2%	18	28	55.6%	236	270	14.4%	61	89	45.9%	30.0%	28.8%

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RILEY COUNTY POLICE DEPARTMENT
Report Submission

September 2023

OGDEN

RILEY COUNTY POLICE DEPARTMENT

MONTHLY UNIFORM CRIME REPORT
82.1.4

	ACTUAL OFFENSES									OFFENSES CLEARED										
	MONTH			YEAR TO DATE			QUARTER			MONTH			YEAR TO DATE			QUARTER			CLEARANCE %	
Year	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023	-%+	2022	2023
Murder	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0.0%	0.0%
Rape	1	0	-100.0%	3	1	-66.7%	1	0	-100.0%	1	1	0.0%	1	1	0.0%	1	1	0.0%	33.3%	100.0%
Robbery	0	0	0.0%	1	0	-100.0%	1	0	-100.0%	0	0	0.0%	1	0	-100.0%	1	0	-100.0%	100.0%	0.0%
Ag. Asslt	1	0	-100.0%	7	7	0.0%	4	2	-50.0%	0	1	100.0%	5	4	-20.0%	0	3	300.0%	71.4%	57.1%
Total	2	0	-100.0%	11	8	-27.3%	6	2	-66.7%	1	2	100.0%	7	5	-28.6%	2	4	100.0%	63.6%	62.5%
Burglary	3	0	-100.0%	25	2	-92.0%	10	0	-100.0%	0	0	0.0%	0	1	100.0%	0	0	0.0%	0.0%	50.0%
Larceny	3	3	0.0%	24	13	-45.8%	8	8	0.0%	0	0	0.0%	4	5	25.0%	1	1	0.0%	16.7%	38.5%
Auto Theft	1	0	-100.0%	2	1	-50.0%	1	0	-100.0%	0	0	0.0%	1	1	0.0%	0	0	0.0%	50.0%	100.0%
Total	7	3	-57.1%	51	16	-68.6%	19	8	-57.9%	0	0	0.0%	5	7	40.0%	1	1	0.0%	9.8%	43.8%
Overall Total	9	3	-66.7%	62	24	-61.3%	25	10	-60.0%	1	2	100.0%	12	12	0.0%	3	5	66.7%	19.4%	50.0%

Note: "JUVENILE CLEARANCES" are included in the total of "OFFENSES CLEARED"

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT
Report Submission

To:	Director Peete		
Thru:	Assistant Director Moldrup	KMM 11.9.23	
From:	Captain Greg Steere		
Position:	Division Commander	Division:	Patrol
Report Title:	Traffic Analysis		
Rpt Freq./Year:	3rd Quarter, 2023		
Policy #:	61.1.1		
Date:	10-31-2023		

1. Selective Enforcement Activities - Enforcement:

The Department will vigorously enforce all traffic laws and ordinances to prevent crashes, and assist citizen's movement about the roadways in an orderly and safe manner and encourage voluntary compliance to traffic regulations. The Patrol Division Commander is responsible for the administration of traffic enforcement. The Patrol Division Commander will designate sufficient staff within the patrol section to plan, review, inspect and coordinate the agency's traffic activities.

2. Selective Enforcement Activities - Crash Causation Comparison/Review:

A. The Patrol Division will compile and review traffic collision data available data to attempt to determine traffic crashes causes. This data will be used to develop strategies and plans for reducing instances of automobile collisions. This data includes: (CALEA 61.1.1a)

- 1) Locations;
- 2) Time of day;
- 3) Day of the week;
- 4) Traffic violations; and
- 5) Enforcement actions.

B. The Patrol Division will deploy officers for traffic enforcement in:

- 1) Areas of high crash occurrence;
- 2) Areas of high traffic flow;
- 3) Areas of increased pedestrian activity.

C. The crash comparison and review will attempt to determine whether high crash locations result from environmental factors requiring traffic engineering notification or poor driving habits requiring increased

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT

Report Submission

enforcement. The Patrol Division will coordinate with the appropriate traffic engineers to correct engineering problems.

3. Selective Enforcement Activities - Patrol Division Procedures: Watch supervisors will establish targeted enforcement locations in order to address and rectify perceived and actual traffic problems. As time and workload allows, officers should monitor targeted enforcement locations in their patrol areas and take enforcement action as warranted. (CALEA 61.1.1d)

A. Selective enforcement locations will be determined by patrol supervisors according to the following criteria. (CALEA 61.1.1e)

- 1) Comparison of crash locations;
- 2) Past enforcement locations;
- 3) Response to citizen complaints;
- 4) DUI arrests.

B. The Patrol Division Commander, or designee, will analyze and evaluate the effectiveness of targeted enforcement in reducing crashes at selected locations. Officers will facilitate this analysis by documenting their targeted enforcement activities in a quarterly report to the Director. (CALEA 61.1.1b, 61.1.1c, 61.1.1f)

3rd Quarter Synopsis:

This report is an overview of preventable crashes reported in the 3rd quarter of 2023. A preventable accident is an accident that occurs on a public roadway and is not caused by weather or animal related factors.

There were 216 preventable accidents reported in the third quarter of 2023. **This is the lowest 3rd quarter count** and a 16.2% decrease from previous 3rd quarter averages.

Injuries and Fatalities

- There were 2 fatal crashes and 42 injury crashes reported in the 3rd quarter of 2023 with 62 injuries.
- **This is the lowest injury count** for the third quarter in this tracking period.
- There were 2 fatal accidents with 2 fatalities during the 3rd quarter of 2023.

Year	2020				2021				2022				2023			
Quarter	Qtr1	Qtr2	Qtr3	Qtr4	Qtr1	Qtr2	Qtr3	Qtr4	Qtr1	Qtr2	Qtr3	Qtr4	Qtr1	Qtr2	Qtr3	Qtr4
Preventable Accidents	215	146	250	244	169	214	286	295	201	230	237	231	194	241	216	
Accident Rates per 1,000 Inhabitants	11.68				13.35				12.64				Projected 12.76			
Preventable Injury Accidents	39	34	63	50	30	56	73	71	41	56	60	55	32	51	42	
Injury Rates per 1,000 Inhabitants	2.54				3.19				2.98				Projected 2.44			
Persons Injured in Preventable Accidents	55	50	86	64	35	72	96	93	58	80	81	71	43	70	62	
Fatalities in Preventable Accidents	4	0	1	1	1	1	2	3	2	1	1	1	1	1	2	

Color coding (Green Lowest, Red Highest) is for each individual row in the chart

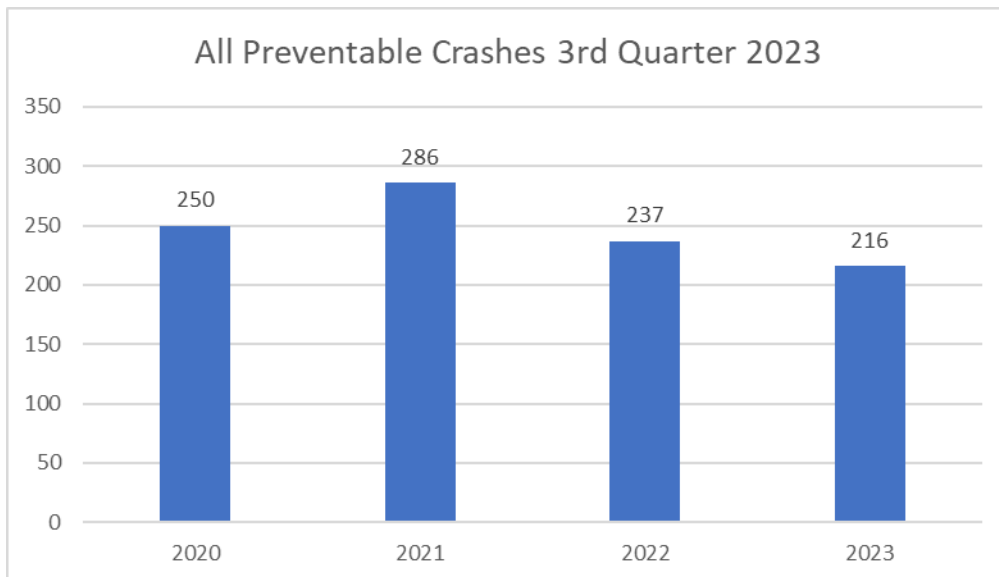
RILEY COUNTY POLICE DEPARTMENT Report Submission

Driver Actions

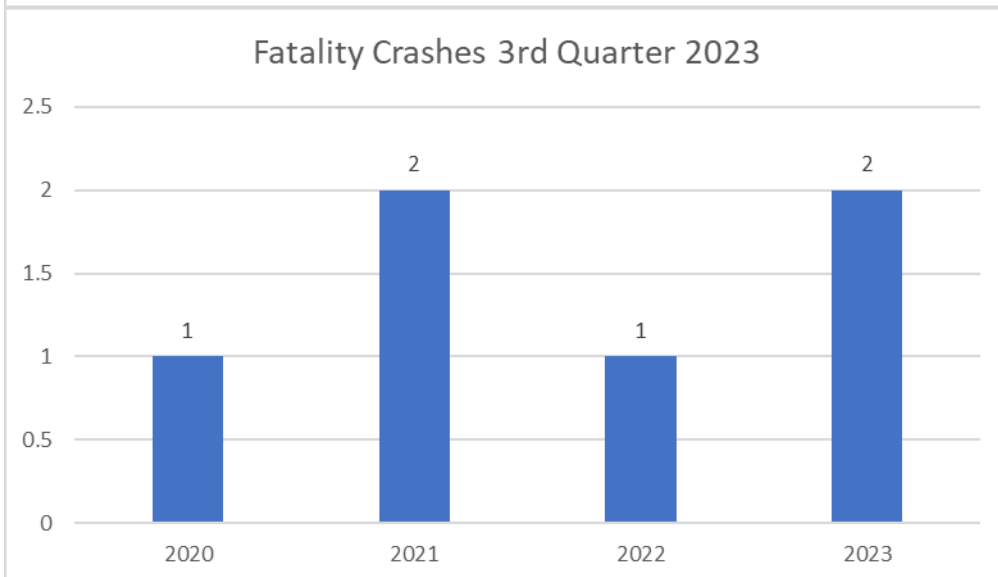
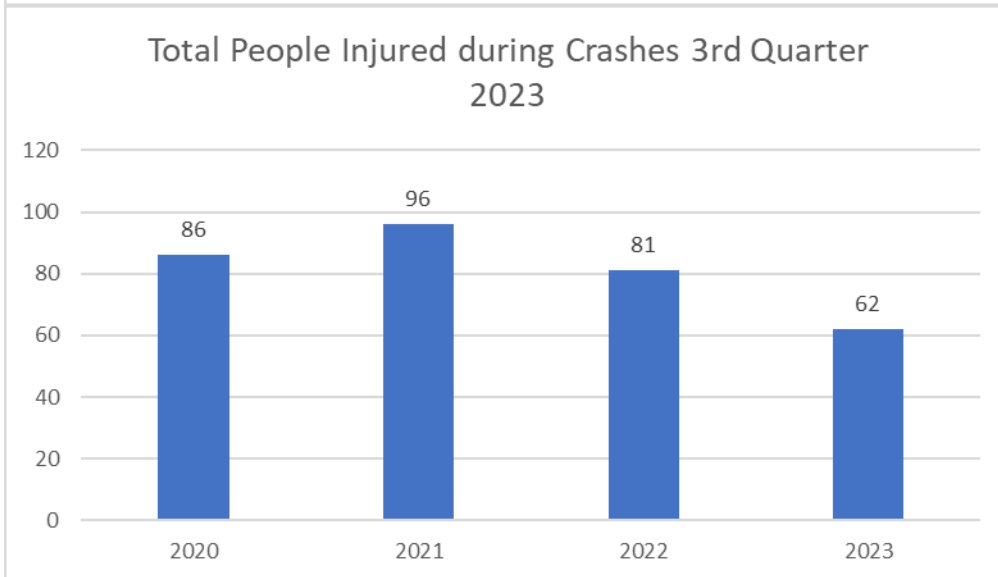
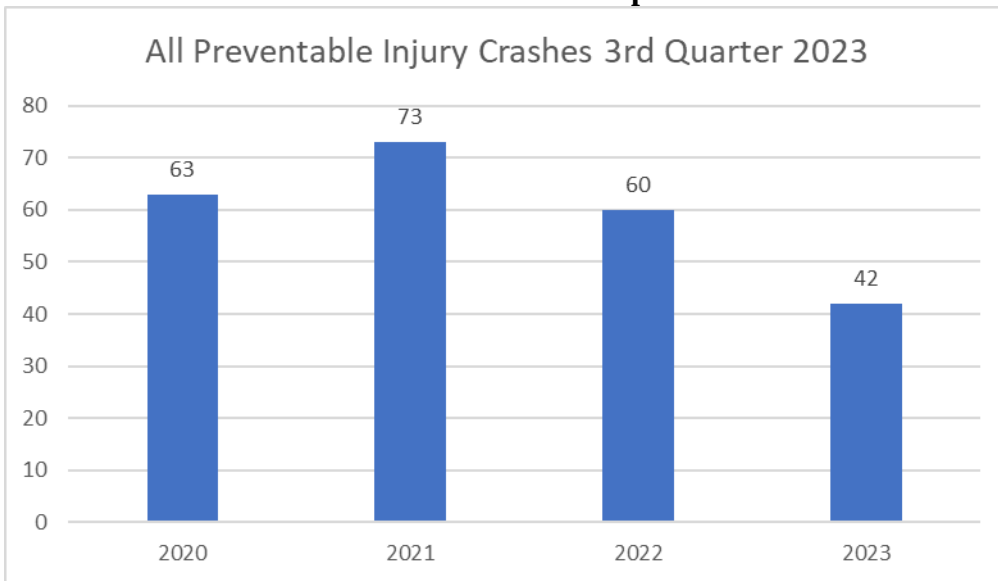
- The chart below shows the top five driver actions leading to preventable accidents.
- Inattention, Failed to Yield Right of Way, and Followed Too Closely historically are the top three.
- Under the Influence of Alcohol and Improper Lane Change remained in the top 5 this quarter from last quarter.

Year	2020				2021				2022				2023			
Quarter	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Inattention (General Sense)	52	37	63	68	42	58	74	62	43	57	54	47	35	41	52	41
Failed to Yield Right of Way	46	24	54	54	32	46	61	63	46	44	47	40	41	42	49	41
Followed Too Closely	33	18	34	20	24	16	33	38	27	28	25	25	27	31	25	25
Under the Influence of Alcohol	8	11	13	12	6	12	14	9	10	7	10	18	19	15	12	12
Improper Lane Change	12	10	12	11	6	10	10	11	8	14	10	10	10	15	10	10

The color coding (Green lowest, Red Highest) is for each individual charge, not the table as a whole.

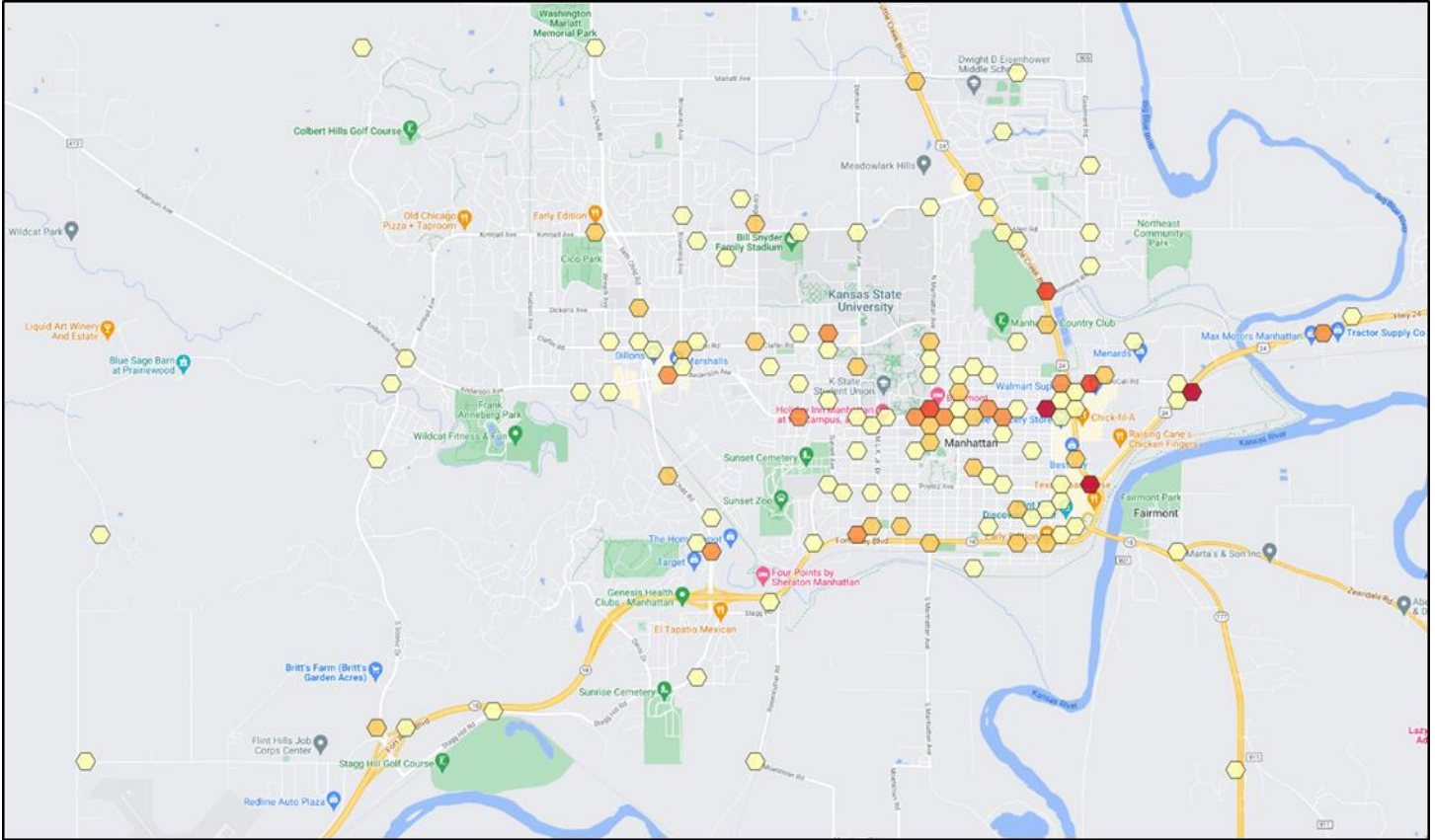


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Report Submission



RILEY COUNTY POLICE DEPARTMENT Report Submission

MANHATTAN AREA DENSITY MAP OF TRAFFIC CRASHES IN THE 3rd Quarter 2023

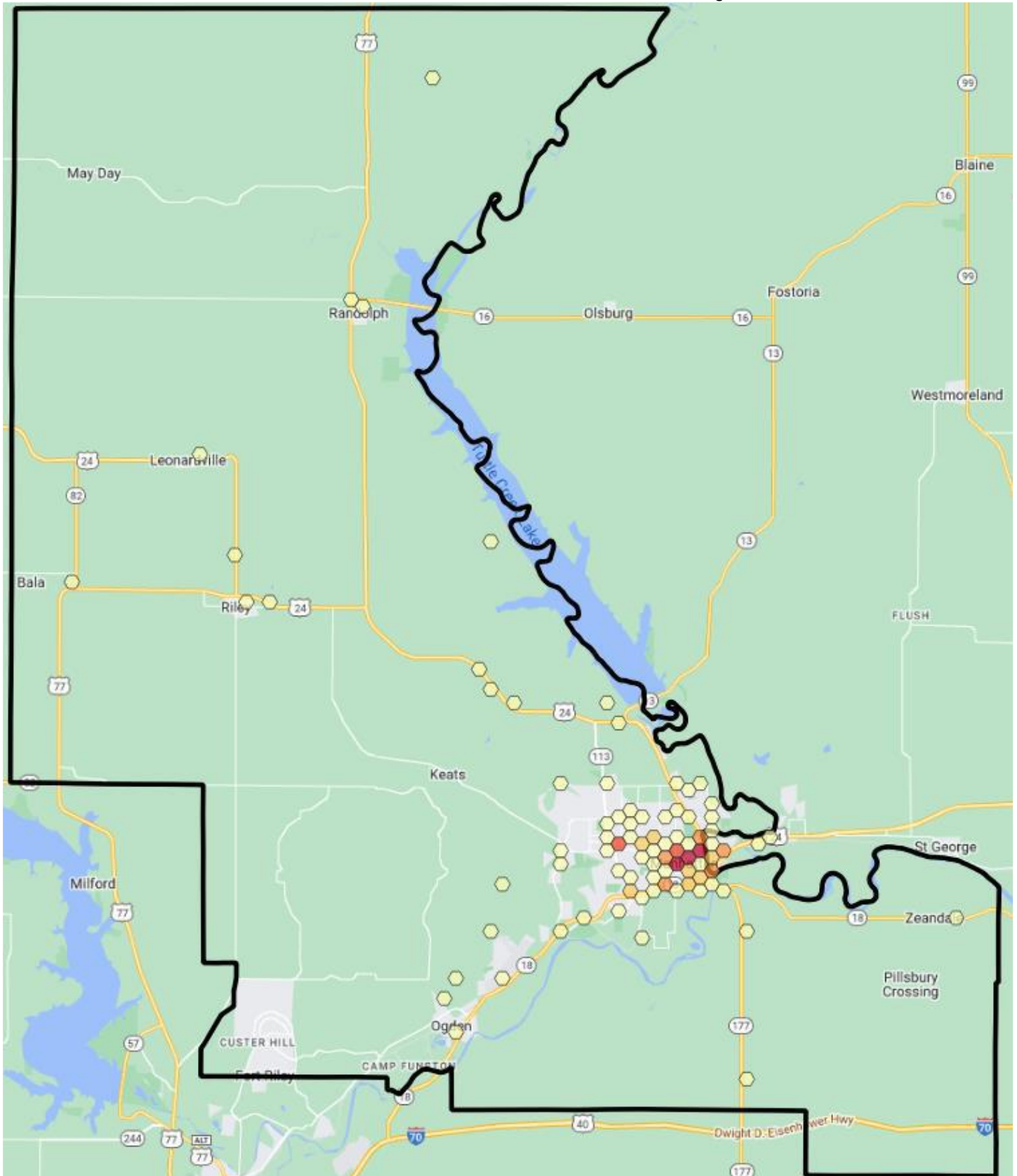


Geographic hot spots

- There were 5 crashes at the roundabout at 4th St & Bluemont Ave, E Poyntz Ave & Fort Riley Blvd, and E Poyntz Ave & McCall Rd.
- There were 4 crashes at the intersections at Tuttle Creek Blvd & Casement Rd.
- Below is a list of locations with 3 crashes in the quarter:
 - McCall Rd & Hostetler Dr
 - Anderson Ave & Garden Way
 - Seth Child Rd & Southwind Dr
 - Todd Rd & Jarvis Dr
 - Fort Riley Blvd & S MLK Jr Dr
 - Anderson Ave & 14th St
 - Bluemont Ave & 9th St
 - Hwy 24 & Hofman Ln

RILEY COUNTY POLICE DEPARTMENT
Report Submission

COUNTY WIDE DENSITY MAP OF TRAFFIC CRASHES IN THE 3rd Quarter 2023



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RILEY COUNTY POLICE DEPARTMENT Report Submission

Temporal Density

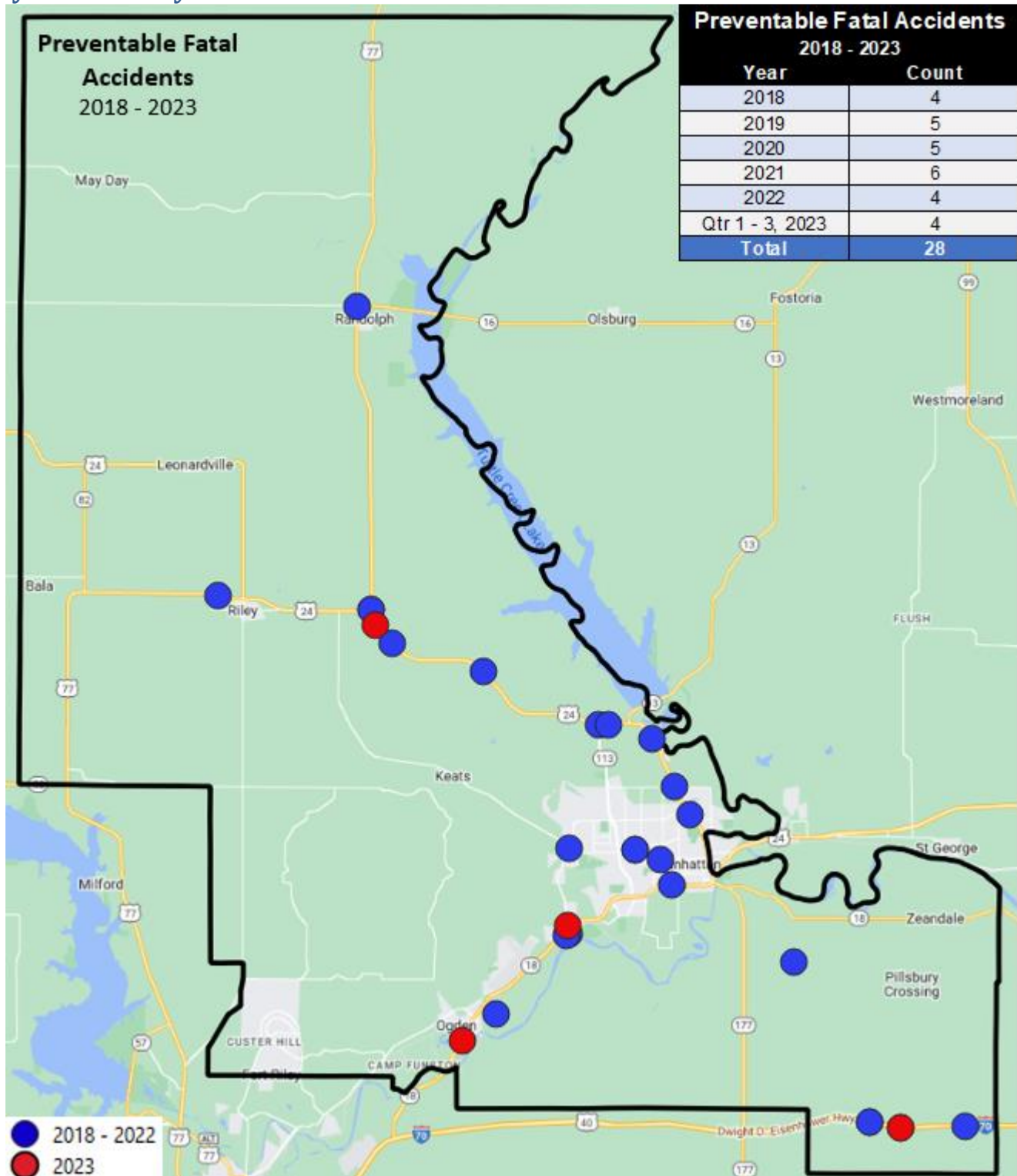
- 60% of all crashes occurred between 11:00 AM – 6:59 PM.
- 38% of crashes occurred between 2:00 PM – 5:59 PM.
- Friday was the day of week with the highest number of crashes with 40 crashes, and the 5 PM hour was the hour with the highest number of crashes (29).
- Monday and Friday during the 5 PM hour had the highest amount of crashes with 6 each.

	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total	%
Monday	0	0	0	0	0	0	1	0	0	1	1	3	1	2	4	3	4	6	1	0	2	0	0	1	30	14%
Tuesday	1	0	0	0	1	0	0	2	2	0	1	2	0	3	4	2	5	2	2	1	0	1	0	0	29	13%
Wednesday	0	0	1	0	0	0	0	2	3	3	0	2	1	3	2	2	3	5	0	1	5	2	1	0	36	17%
Thursday	2	0	0	0	1	2	0	2	2	0	0	0	0	1	2	3	1	4	2	0	2	1	0	1	26	12%
Friday	0	2	1	0	0	1	2	1	2	0	1	0	1	3	5	3	2	6	4	1	1	1	1	2	40	19%
Saturday	0	0	1	1	0	0	0	0	1	1	2	2	4	1	1	2	1	5	4	2	0	2	3	4	37	17%
Sunday	1	1	1	1	0	0	0	0	0	1	1	0	3	1	1	2	0	1	3	0	0	0	0	1	18	8%
Total	4	3	4	2	2	3	3	7	10	6	6	9	10	14	19	17	16	29	16	5	10	7	5	9	216	
%	2%	1%	2%	1%	1%	1%	1%	3%	5%	3%	3%	4%	5%	6%	9%	8%	7%	13%	7%	2%	5%	3%	2%	4%		

RILEY COUNTY POLICE DEPARTMENT
Report Submission

Preventable Fatal Accidents

Below are the mapped locations of the preventable fatal accidents that have occurred in Riley County during 2018 through 2023. There was a total of 27 fatal accidents during this time frame. The accidents that occurred in 2023 are symbolized by a red dot. The accidents that occurred in 2018 – 2022 are blue dots.



Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

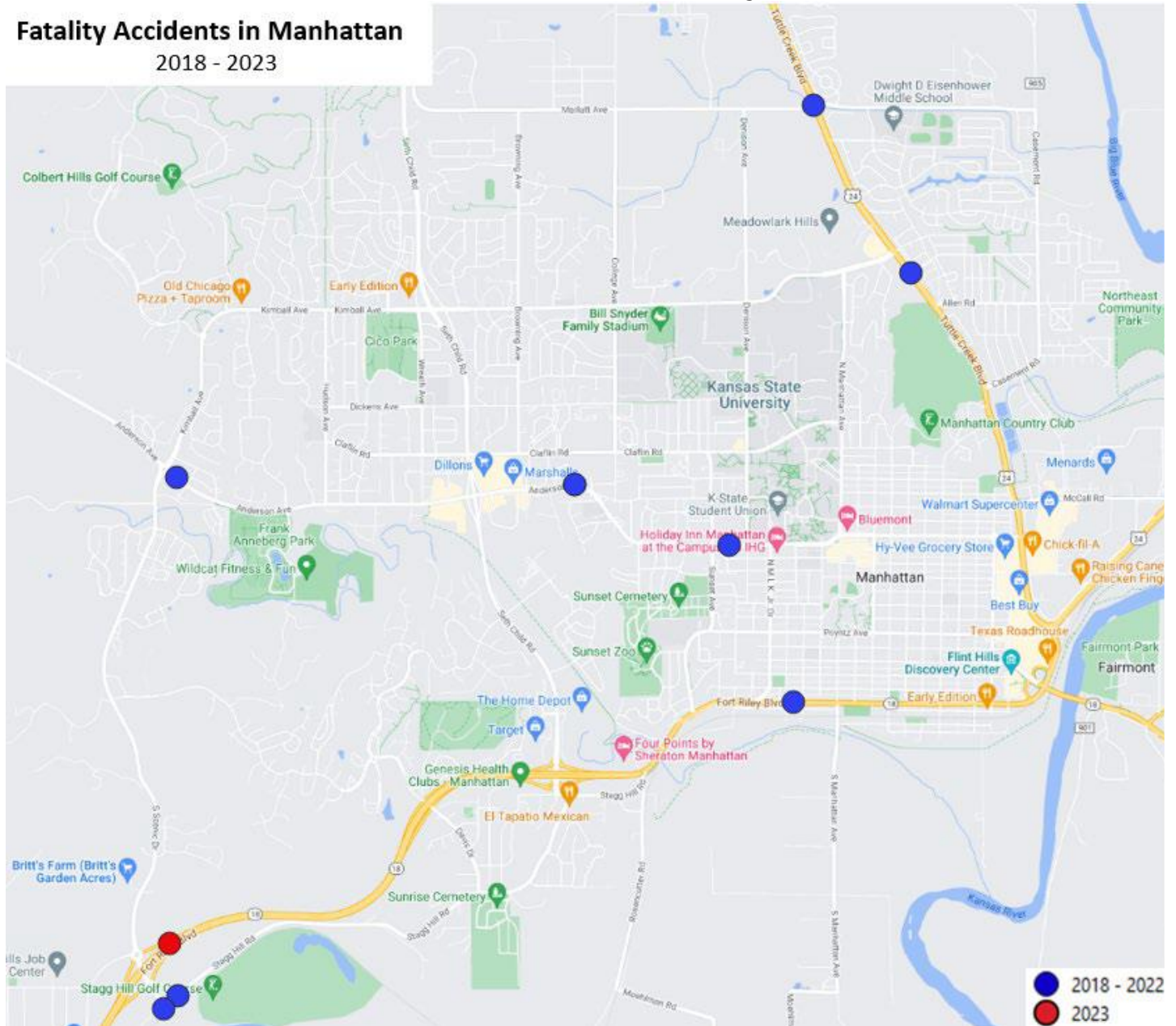
RILEY COUNTY POLICE DEPARTMENT Report Submission

NOTES:

- There were 2 fatal accidents in the 3rd quarter of 2023.
- These accidents occurred at mile marker 181 on Fort Riley Boulevard and mile marker 186 on Fort Riley Blvd.
- This is the 3rd and 4th fatal accident in Riley County so far in 2023.

Preventable Fatal Accidents in City of Manhattan

Fatality Accidents in Manhattan
2018 - 2023



Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT
Report Submission

The Criminal Intelligence Unit (CIU) on a weekly basis determines all Traffic Playbook areas. These areas are selected based upon frequency and seriousness of crashes in a single location. Some enforcement areas are based upon citizen complaints.

Our strategy for crash reduction in 2023 is to continue enhanced enforcement of traffic laws relevant to the primary causes of crashes in our cities and county. Special attention will also be directed toward the morning and afternoon work and school rush with a focus on driving behaviors that most commonly cause crashes (inattention, failure to yield and following too close). School zones (as always) will also continue to be an area for extra enforcement for us whenever we are able. It is our goal to keep the number of preventable crashes below **13 per one thousand residents**. In 2022, our final number was **12.45 preventable accidents per one thousand residents**. This final number was well below our goal. So far in 2023, we are projected to be at **12.76 preventable accidents per one thousand residents**. This trend is ahead of where we were last year and definitely puts us on pace to reach our goal. I believe that recent enhancements to Project ARC by Sgt. Tapp and our Criminal Intelligence Unit have certainly helped.

Attachment: 11-20-2023 Law Board Packet (12948 : Law Board Meeting Agenda)

RILEY COUNTY POLICE DEPARTMENT

Report Submission

To:	Director Brian Peete BRP 16 Oct 23		
Thru:	Asst. Director Kurt Moldrup KMM 10.9.23		
Thru:	Captain Erin Freidline Noted. EKF #6 10/5/23		
From:	Lieutenant Tim Schuck		
Position:	SIU Supervisor	Division:	Investigations
Report Title:	Seizure and Forfeiture Report		
Rpt Freq./Year:	3rd Quarter, 2023		
Policy #:	84.1.8		
Date:	October 03, 2023		

Seizures made during the 3rd Quarter of 2023

CASE	DESCRIPTION OF PROPERTY	OWNER	SENT TO COLIN WOOD
N/A			

Active Seizures as of 3rd Quarter of 2023

CASE	DESCRIPTION OF PROPERTY	OWNER	STATUS OF SEIZURE
N/A			

Completed Seizures 3rd Quarter of 2023

CASE	DESCRIPTION OF PROPERTY	OWNER	STATUS OF SEIZURE
23-000821	\$9,097.00 +/- US Currency &		KSASFR incident report

RILEY COUNTY POLICE DEPARTMENT**Report Submission**

	One Mini Draco Rifle (S/N – ROA22PG4489)		completed on September 29, 2023.
23-002142	Glock 43X Handgun (S/N: BVDH361) Smith & Wesson M&P Rifle (S/N/: TF45258) Century Arms VSKA Rifle (S/N: SV7076558) Taurus 605 Handgun (S/N: ACC729654) AP International 1911 Handgun (S/N: TA2008478), & \$2700.00 +/- US Currency		KSASFR incident report completed on September 29, 2023.



2023 Budget Review

Director Brian Peete

Administrative Captain Brad Jager

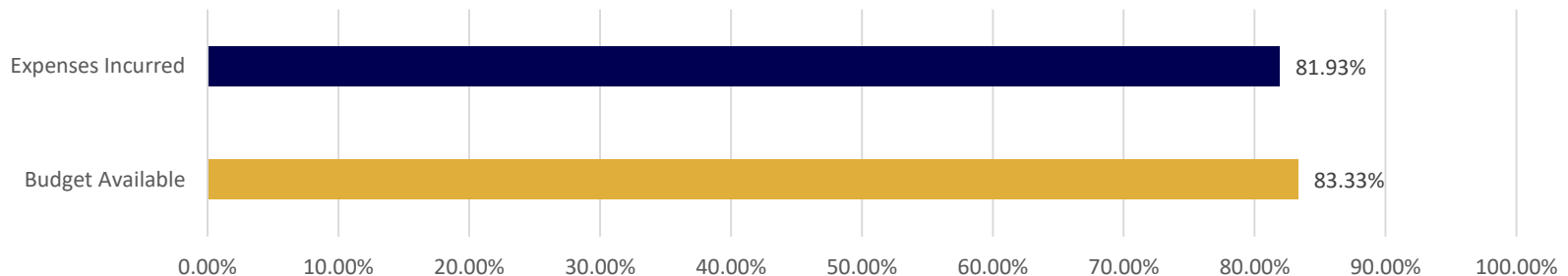
Finance Manager Jennifer Reifschneider

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

2023 Budget Update

- We are 83.33% through the Budget Year.
 - Expended 81.93% (1.4% Excess)
 - *Full Report on Page 2*

Budget Update as of 10/31/2023

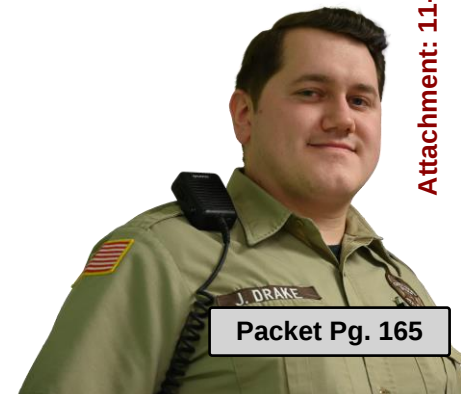


- Estimated Funds Available - \$720,000
- Carryover

2023 Budget Update

- Open Positions:
 - Agency Vacancy Rate: 11%
- Inflation:
 - Contractual Services
 - Insurance
 - Liability and Health
 - Vehicles
 - Purchases and Maintenance
 - Inmate Food

Position	Current Vacancies
Sworn	4
Corrections	12
Dispatch	4
Other Non-Sworn	4



Remaining Expenses

- Health Plan Fund
- IT Reserve Fund
- RCPD Equipment
 - Technology Advancement-
Automated License Plate Readers
- Worker's Compensation Fund



Health Plan Fund

- Self Insured Health Plan
 - Reserve Balance - \$975,000
 - 2023 Expenses increased by 28% from 2022
 - 2024 Anticipated Increase in Costs
- ***Add \$275,000***
 - *Increase Reserve Balance above 1M*
 - *Offset 2024 Anticipated Increase of costs*



IT Reserve Fund

- Regulated by Policy with maximum balance as 4% of RCPD Budget
- Current Balance - \$671,335
- Upcoming Projected Expenses: \$400,000
- **Add \$150,000**
 - *Increase balance to help with future years needs*

RCPD Equipment

- Technology Advancement-Automated License Plate Readers: \$35,000



Workers Compensation Fund

- Self Insured Plan
 - Current Balance – 1,250,000
 - State “Recommendation” – 1,400,000
 - Balance not Mandatory but a recommendation
- **Add \$75,000**
 - Certain balance can become mandatory any given year.



Budget Priorities Overview

Description	Priority	Cost (\$)
Health Plan	Critical	\$275,000
IT Reserve	High	\$150,000
RCPD Equipment	High	\$35,000
Workers Comp	Medium	\$75,000
Total Expenses:		\$535,000
<i>Estimated Funds Available:</i>		<i>\$720,000</i>



Thank you!

Riley County Police Department

1001 South Seth Child Road
Manhattan, Kansas 66501

(785) 537-2100

www.RileyCountyPolice.com

@RileyCountyPD

Packet Pg. 172

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

From: <noreply@civicplus.com>
To: <contact_rcpd@rileycountypolice.org>, <nglessner@rileycountypolice.org>
Date: 11/7/2023 9:07 PM
Subject: Online Form Submittal: Citizen Compliment

Citizen Compliment

The Riley County Police Department strives to reduce crime and improve the quality of life for the citizens we serve.

Citizens often have positive interactions with members of our department and the Director welcomes hearing from citizens about these experiences.

Please provide all requested information so we may contact you if additional details are needed.

Contact Information

Name Morgan LoVullo

Email Address

Address

City Manhattan

State Kansas

Zip Code

Phone Number

Incident Information

Date of Incident 11/7/2023

Case Number (if Applicable) *Field not completed.*

Employee's Name Officer Hagemeister

Comments Hello! I would love to compliment Officer Hagemeister on his kindness and concern for my safety. Officer Hagemeister pulled me over when he noticed my tail lights were not functioning. During the stop we figured out that my car had recently been serviced and the lights lever had been turned off during the time at the shop(he informed me that this happens quite often). After I thanked him for keeping me safe, we had a short chat about how my day had been a bit stressful and he listened with empathy. We even discussed our rescue dogs for a moment:) Thank you, Officer Hagemeister for serving our community with understanding and kindness!

From: <noreply@civicplus.com>
To: <contact_rcpd@rileycountypolice.org>, <nglessner@rileycountypolice.org>
Date: 11/6/2023 2:38 PM
Subject: Online Form Submittal: Citizen Compliment

Citizen Compliment

The Riley County Police Department strives to reduce crime and improve the quality of life for the citizens we serve.

Citizens often have positive interactions with members of our department and the Director welcomes hearing from citizens about these experiences.

Please provide all requested information so we may contact you if additional details are needed.

Contact Information

Name Florence White

Email Address

Address

City Ogden

State Kansas

Zip Code

Phone Number

Incident Information

Date of Incident 11/4/2023

Case Number (if Applicable) *Field not completed.*

Employee's Name *Field not completed.*

Comments There were three police officers at a close friends house to assist a wife with husband who she found on floor. All officers were very professional and caring for her while EMS were trying to save him, but he did not make it. They took their time to explain everything they were going to do at the house and what they needed from her. Just wanted you to know how well they performed under a bad situation.

From: <noreply@civicplus.com>
To: <contact_rcpd@rileycountypolice.org>, <nglessner@rileycountypolice.org>
Date: 11/8/2023 2:40 PM
Subject: Online Form Submittal: Citizen Compliment

Citizen Compliment

The Riley County Police Department strives to reduce crime and improve the quality of life for the citizens we serve.

Citizens often have positive interactions with members of our department and the Director welcomes hearing from citizens about these experiences.

Please provide all requested information so we may contact you if additional details are needed.

Contact Information

Name Susanna Gilmore

Email Address

Address

City Manhattan

State KS

Zip Code

Phone Number

Incident Information

Date of Incident 11/8/2023

Case Number (if Applicable) *Field not completed.*

Employee's Name All

Comments I just wanted to say thank you to the officers taking the time lately to park at CICO spark and obviously slowing down traffic with their pure presence. Kimball has been a race track for a long time and it is amazing what one police car can do to slow everyone down to the posted speed limit. Your efforts are noted and residence in that area really appreciate your efforts. I am all the kids coming from school would agree as well.
Thank you so very much.

copy for
Files 11-18**MICHAEL B. KEARNS**

1608 Baltimore Terrace
Manhattan, KS 66502
(785) 537-4911

Director Brian Peete
Riley County Police Department
1001 Seth Child Road
Manhattan, Kansas 66502.

November 6, 2023

Dear Director Peete;

I want to call to your attention the outstanding performance of two of your employees on Monday of last week, October 30th.

Every Monday a group of care givers/partners for spouses or others with dementia, alzheimers, or other memory problems meets at Saint Thomas More parish. Last Monday Corporal Joseph Ehrlich and Dispatcher Ceaven Evans gave us a presentation on the Department's Project Guardian plus insight as to how your personnel are trained to deal with people with physical or mental impairment.

They were both outstanding. Corporal Ehrlich and Dispatcher Evans clearly knew what they were talking about, were highly articulate and showed us they truly care about the people they have contact with. They are excellent representatives for the Riley County Police Department.

Thank you for fielding such well trained and caring professionals.

Yours Truly,


Michael B. Kearns

Emergency Department
1823 College Ave
Manhattan KS 66502
20 OCT 2023 PM 8 L



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FIRST-CLASS MAIL
IMI
\$000.63⁹
10/20/2023 ZIP 66502
043M30226452

US POSTAGE

OCT 23 2023

U. Breauet
Sonja Gregoire
Justin Smithson
Nicholas Coffey
Zach Throneburg
Jeff Nelson

Riley County PD
Attn: Patrol Division Secretary
1001 S. Seth Child RD
Manhattan, KS 66502-3116



Thank You Lucas + Sonja for allowing me to
ride along with the two of you for the day.
truly enjoyed my time + experience!
~thanks, Chelsie

17.a

Thank you Luke + Justin S. for
welcoming me into your workplace
+ teaching me everything you did!
I'm grateful to now appreciate & under-
stand your guys' version of patient care!
Thank you! Maggie

Thanks Nick and Zach for
making my ride along a
great experience! It was
very educational to see what
you guys do all day and
the drive was awesome!
Casey

Thank you officer Nelson for allowing me
to ride along with you. It was very
informative and I learned a lot from our
conversations! Thanks again! Courtney Pao
Thank you for letting us learn a little bit about
your world! - Kendra

97.

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