

1720 Riverview Drive Kalamazoo, Michigan 49004 Tele: (269) 381-8080 Fax: (269) 381-3550

www.ktwp.org

Board of Trustees Work Session Meeting Monday, June 13, 2022 5:30 P.M.

The Board of Trustees of the *Charter Township of Kalamazoo* will meet in a "Work Group Meeting" to be held at 5:30 p.m., on Monday, June 13, 2022, at the **Kalamazoo Township Hall** for the purpose of discussing the below-listed items and any other business that may legally come before the Board of Trustees of the *Charter Township of Kalamazoo*.

Join Zoom Meeting https://us02web.zoom.us/j/89340408650?pwd

Meeting ID: 893 4040 8650 Passcode: 060236

- A. Parchment Police Service Contract Renewal
- B. Funding solutions to support Community Policing
- C. Parchment School District-Resource Officer
- D. Firearms & Weapons Ordinance
- E. Open to the Public
- F. Amendment to the Policy Manual
- G. Public comment

Posted June 10, 2022





Manager's Recommendation:

1720 Riverview Drive Kalamazoo, MI 49004-1056

Tele: (269) 381-8080 Fax: (269) 381-3550 www.ktwp.org

AGENDA ITEM REQUEST FORM FOR MEETING DATE: SUBJECT: REQUESTING DEPARTMENT: SUGGESTED MOTION: Financing Cost: Source: General Fund Grant Other Are these funds currently budgeted? Yes No Other comments or notes:

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.

POLICE SERVICES AGREEMENT

The Agreement is made this 1st day of July, 2022, by and between the City of Parchment, a Michigan municipal corporation, 650 S Riverview Drive, Parchment, Michigan (hereinafter "City"), and Kalamazoo Charter Township, a Michigan municipal corporation, 1720 Riverview Drive, Kalamazoo, Michigan (hereinafter "Township").

Whereas, Act 35 of the Public Acts of 1951 (MCL 124.1 et seq) in pertinent part authorizes a municipal corporation to contract with one or more other municipal corporations for the performance, jointly or by any one or more on behalf of all, of any service which each would have the power to perform separately; and

Whereas, the Parchment City Charter requires the City to provide police protection services within the City; and

Whereas, the City administration recommends and the City Commission finds that the most effective method of continuing to provide police protection services within the City is to contract with Kalamazoo Charter Township to have Township police officers be sworn as and serve as Parchment police officers on a contractual basis; and

Whereas, the City and Township have previously, entered into agreement(s) to allow the Township police department to provide and undertake police protection services in the City; which agreement(s) are due for renewal and which both the City and the Township have deemed to be satisfactory and mutually beneficial; as such the City and the Township reaffirm their commitment to one another in providing professional police services to our community, and

Whereas, the City wishes to enter into an agreement with the Township by which the Township would provide police protection services within the City.

NOW THEREFORE, in consideration of the promises, covenants and conditions hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

- 1. The City hereby calls upon the Township to furnish, and the Township agrees to provide, police protection services within the City, subject to the terms and conditions contained in this Agreement.
- 2. Commencing July 1, 2022, the Township shall have a Township police officer assigned to patrol within the North District during the Township Police Department's day and afternoon patrol shifts on a daily basis. In addition, the Township's Police Department shall provide full police services to the City during the midnight shift. The Township agrees to provide the necessary associated personnel and equipment in support of the police services provided hereunder.

Furthermore, the Township agrees that there will be no additional charge to the City when more than one officer is needed on calls for service; for officers held past the end of their shift on overtime to complete work; for detectives; crime scene technicians, or when staffing allows for additional officers provided out of existing scheduled staff.

- 3. Township police officers providing police services pursuant to this Agreement shall also be sworn as officers of the City of Parchment.
- 4. Township officers assigned to provide police protection services pursuant to this agreement shall enforce City ordinances as well as State law. Officers will be assigned to perform ordinance enforcement in the City of Parchment. The assistance, at this time, will consist of identifying violations, resolving ordinance violations, issuing citations and appearing in court. The officers will be a liaison to the City on ordinance enforcement activities.
- 5. The police protection services provided hereunder shall include the continuation of community outreach and proactive programs directly to the Parchment Schools.
- 6. At the request of the City, the Township shall provide supplemental police services to the City. The City shall pay the Township over and above the sum set forth herein for such services in accordance with this paragraph. The rate for supplemental services, shall be one and a half (1 ½) times the assigned officers' regular rate(s) and shall include a fringe benefit rate which shall include the additional fringe benefit amounts calculated on the basis of the police contract (FICA, work comp., etc.).
- 7. In an effort to identify any cost adjustments that occur with the negotiation of the collective bargaining agreement (CBA) with the Township and the Kalamazoo Township Police Officers Association (KTPOA), the parties agree that it is advantageous that this Agreement shall be for a term of four years; with an option for one (1) three-year (3-year) extension to be exercised in accordance with paragraph D of this Section.

This agreement shall begin on July 1, 2022 and conclude on June 30, 2026; or on June 30, 2029 if the extension is exercised.

The City agrees to pay the Township \$440,214.00 for the first year of police service rendered hereunder, such sum to be paid in 12 equal monthly installments beginning July 1, 2022, and on or before the first day of each month thereafter until paid in full.

- A. This cost reflects the officer's wage estimated at the CBA's Police Officer 6 (PO-06) rate, along with ancillary costs.
- B. Future costs will reflect an annual step rate used for the estimated wage, up to the highest police officer rate within the CBA; currently PO6. Future costs will also reflect any change in wages resultant from any future collective bargaining agreement contracts with the Kalamazoo Township Police Officer's Association.

- C. By no later than May 1 of each year of this contract and any exercised extension thereto under paragraph D herein, the Township shall provide the City with a written statement of the cost to the City for police services for the upcoming term, which cost will be payable as prescribed in section B. The City shall pay the costs of police services in 12 monthly installments commencing on July 1st of each year as identified in this paragraph 7.
- D. If mutually agreed upon, this agreement may be extended for an additional three-years beyond its initial 4-year term under the same terms and conditions as written here. The City shall notify the Township of its desire to exercise its extension option by no later than April 2, 2026. If the option is not exercised, this Agreement shall expire of its own accord on June 30, 2026.
- 8. It is recognized and agreed that during the course of the 4-year term of this contract and a 3-year extension, if exercised, the cost of the police services provided hereunder may increase due to outward circumstances beyond the Township's control. Such cost increase may be temporary or permanent. If the Township expects to experience or experiences extraordinary cost increases in providing policing services; it shall notify the City of an unexpected cost increase and the reason for it; as well as the duration of such cost increase in providing policing services at the same level not less than 60 days prior to the effective date of such cost increased. During said 60 days, the City may opt to pay the cost increase, or to attempt to negotiate a reduction in the level of policing services provided hereunder. If a reduction in services is agreed on, the parties shall execute an addendum to this agreement indicating the adjustment in services.
- 9. The Township agrees to prepare and present a quarterly and annual report of law enforcement activity performed by Township police officers within the City pursuant to this Agreement. The Township further agrees to prepare and submit to the State of Michigan such reports as the State may require with regard to the police services rendered under this Agreement. The Township further agrees that it will maintain and provide records of the police services rendered under this Agreement for the same time and in the same manner as it does for Township records.
- 10. All Township police officers providing service to the City pursuant to this Agreement shall remain directly accountable to the Township through its Police Chief.
- 11. The legal representation of the City in any judicial proceedings involving a violation of a City Ordinance shall be conducted by the City Attorney, and the cost of such legal representation shall be borne solely by the City.
- 12. The Township Police Chief or their designee of the department will participate in the Parchment Public Safety Committee Meetings every six months, as scheduled and noticed by the City Manager.

- 13. The Township covenants and agrees, to the greatest extent permitted by law, to defend, indemnify and hold harmless the City and its officers and employees from any and all claims, suits, damages, loss of liability which may occur arising out of any and all claims of negligence or wrongdoing by the Township, its officers or employees in connection with the performance of this Agreement. The City covenants and agrees, to the greatest extent permitted by law, to defend, indemnify and hold harmless the Township and its officers and employees from any and all claims, suits, damages, loss or liability which may occur arising out of any claims of negligence or wrongdoing by the City, its officers or employees in connection with the performance of this Agreement. The foregoing shall not be considered a waiver of governmental immunity attributed to the City or the Township or its officers or employees.
- 14. The Township agrees that throughout the life of this Agreement it shall cause the City, its officials and employees to be named as additional insureds on the general liability, motor vehicle liability and police professional liability insurance coverage held by the Township. The City agrees that throughout the life of this Agreement, it shall cause the Township and its officers and employees to be named as additional insureds on the general liability and police professional liability insurance coverage held by it. Both the City and the Township agree that it shall not reduce its aforementioned insurance coverage during the life of this agreement.
- 15. This Agreement may be terminated for material breach only after the other party is given written notice of the alleged material breach and allowed 30 days to remedy the same.
- 16. Any waiver, alteration or modification of any of the provisions of this Agreement shall not be valid unless in writing and executed by the parties with the same formality as this Agreement. Any waiver by any party of any provision of the Agreement or any right or option under this Agreement shall not be controlling, nor shall it prevent or estop such party from thereafter enforcing such provision, right or option. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.
- 17. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.
- 18. This agreement was drafted in Michigan and it is agreed that Michigan law shall control. This Agreement constitutes the entire agreement of the parties. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

19. Any notices to be given under the term first-class mail or hand delivery to:	ns of this Agreement shall be accomplished by eithe
City of Parchment City of Parchment Clerk 650 South Riverview Drive Parchment MI 49004	
Kalamazoo Charter Township Kalamazoo Charter Township Clerk 1720 Riverview Drive Kalamazoo MI 49004	
IN WITNESS WHEREOF, the parties hereby ha above written.	ve executed this Agreement the day and date first
	CITY OF PARCHMENT Bv:

	CITY OF PARCHMENT
	By: Its: Mayor Robert D. Britigan III
	CHARTER TOWNSHIP OF KALAMAZOO
	By: Its: Supervisor Donald D. Martin
Approved as to form:	
	Robert A. Soltis
	Attorney for City of Parchment
	Roxanne C. Seeber
	Attorney for Kalamazoo Charter Township

Township of Kalamazoo Police Department



Parchment Police Services - Contract Cost Estimate

Base Wages Pension	Three officers at P.O. 6 rate (MERS 2022 rate of 27.61% on base)	\$ \$	219,211 60,524	
Medicare FICA	(1.45% of base) (6.2% of base)	\$ \$	3,179 13,591	
Worker Compensation	(5.75% of base)	\$	12,605	
Life Insurance	(\$25.85/ month)	\$	931	
Short-Term Disability	(\$56.88/month)	\$	2,048	
Long-Term Disability	(\$29.25/month)	\$	1,053	
Shoe & Glove allowance	(\$300/year)	\$	900	
Vision	(\$8.74/month)	\$	315	
Uniforms/ personal equipment	(approximately \$1,157.89 per officer/year)	\$	3,473	
Health and Dental insurance	(assumes 2 person contract, employee pays 20% premium copay, \$1,309.26/month)	\$	47,133	
Supervison & Administrative Support	(8.9% of approved clerical and service officer wages budget)	\$	28,294	*
Maintenance & Operations (includes all maintenance & operations expenses, excluding uniforms and uniform cleaning)	(8.9% of approved maintenance & operations budget)	\$	43,659	*
Liability coverage	(approximately \$1,100 per officer per year)	\$	3,300	

TOTAL ANNUAL COST ESTIMATE \$ 440,214

^{*} In 2021, approximately 11.1% of calls for service and 8.9% of cases written originated in the City of Parchment. Taking the lower of the two values, 8.9% of the expenses projected in the approved 2022 budget was used to calculate the cost estimates for supervision & administrative support, as well as maintenance & operations.

^{**}Please note: Overtime incurred in the course of normal operations is included. Requests for coverage for special events and extra patrol will be assessed at cost.



Manager's Recommendation:

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Operating Expenses		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Base Wages	Based on 2022 KTPOA Agreement	\$ 316,950.40	\$ 341,993.60	\$ 366,808.00	\$ 389,792.00	\$ 412,880.00	\$ 445,744.00
Pension	(MERS 2022 rate of 17.5% on base)	\$ 55,466.32	\$ 59,848.88	\$ 64,191.40	\$ 68,213.60	\$ 72,254.00	\$ 78,005.20
Medicare	(1.45% of base)	\$ 4,595.78	\$ 4,958.91	\$ 5,318.72	\$ 5,651.98	\$ 5,986.76	\$ 6,463.29
FICA	(6.2% of base)	\$ 19,650.92	\$ 21,203.60	\$ 22,742.10	\$ 24,167.10	\$ 25,598.56	\$ 27,636.13
Worker Compensation	(5.19% of base)	\$ 16,449.73	\$ 17,749.47	\$ 19,037.34	\$ 20,230.20	\$ 21,428.47	\$ 23,134.11
Life Insurance	(\$25.85/ month)	\$ 1,861.20	\$ 1,861.20	\$ 1,861.20	\$ 1,861.20	\$ 1,861.20	\$ 1,861.20
Short-Term Disability	(\$56.88/month)	\$ 4,095.36	\$ 4,095.36	\$ 4,095.36	\$ 4,095.36	\$ 4,095.36	\$ 4,095.36
Long-Term Disability	(\$29.25/month)	\$ 2,106.00	\$ 2,106.00	\$ 2,106.00	\$ 2,106.00	\$ 2,106.00	\$ 2,106.00
Shoe & Glove allowance	(\$300/year)	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Vision	(\$8.44/month)	\$ 607.68	\$ 607.68	\$ 607.68	\$ 607.68	\$ 607.68	\$ 607.68
Uniforms/ personal equipment	(approximately \$1,157.89 per officer/year)	\$ 6,947.34	\$ 6,947.34	\$ 6,947.34	\$ 6,947.34	\$ 6,947.34	\$ 6,947.34
Vehicles/Bicycles Maintenance							
	(assumes 2 person contract, employee pays 20%						
Health and Dental insurance	premium copay, \$1,309.26/month)	\$ 94,266.72	\$ 94,266.72	\$ 94,266.72	\$ 94,266.72	\$ 94,266.72	\$ 94,266.72
Liability coverage	(approximately \$1,100 per officer per year)	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00
Capital Expenses							
Bicycles	(\$2,000 per bicycle, purchase every 5-10 years)	\$ 12,000.00					
	TOTAL ANNUAL COST ESTIMATE	\$ 543,397.45	\$ 564,038.76	\$ 596,381.85	\$ 626,339.19	\$ 656,432.09	\$ 699,267.03
	Federal Share	\$ 350,000.00	\$ 300,000.00	\$ 200,000.00	\$ -	\$ -	\$ -
	Local Match	\$ 193,397.45	\$ 264,038.76	\$ 396,381.85	\$ 626,339.19	\$ 656,432.09	\$ 699,267.03

Number of Officers: 6

(1 sergeant, 5 police officers)



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Parchment High School Resource Officer 2022-23 Cost Estimate

Base wages	(3 months at 2022 P.O. 1 rate) (9 months at 2023 P.O. 1 rate)	\$48,048.00
Pension	(3 months 27.61%, 9 months 17.5%)	\$9,622.81
Medicare	(1.45%)	\$696.70
FICA	(6.2%)	\$2,978.98
Worker compensation	(5.19%)	\$2,493.69
Life insurance	(25.85/month)	\$310.20
Short-term disability	(56.88/month)	\$682.56
Long-term disability	(29.25/month)	\$351.00
Shoe & glove allowance	(\$300/year)	\$300.00
Vision	(\$8.44/month)	\$101.28
Uniforms/personal equip.	(\$2,100/year)	\$2,100.00
Health & dental insurance	(assumes 80% of 2 person BCBS contract = \$1,309.26/month)	\$15,711.12
	Total	\$83,396.34

Any overtime hours required will be borne entirely by the entity requesting (i.e. Parchment Public Schools or the Township of Kalamazoo).

Please note: The base wages for the 2023 P.O. 1 rate have yet to be negotiated. The rate for this estimate was calculated using the 2022 P.O. 1 rate.

MEMORANDUM OF AGREEMENT BETWEEN THE PARCHMENT SCHOOL DISTRICT AND THE CHARTER TOWNSHIP OF KALAMAZOO FOR SCHOOL RESOURCE OFFICER

This Memorandum of Agreement (MOA) is entered into by Charter Township of Kalamazoo through its Police Department (herein referred to as TKPD) and the Parchment School District through Parchment High School (herein referred to as PHS).

TKPD and the PHS agree to the following terms:

I. PURPOSE

The purpose of the MOA is to provide School Resource Officer services in exchange of the payment of one hundred percent of the School Resource Officer's compensation from PHS to TKPD for the 2022-2023 school year.

II. DESIGNATION OF AND PROVISION OF SRO

The Township of Kalamazoo Police Department shall designate the SRO whose qualifications, in addition to being a certified police officer, shall include:

- Exceptional communication skills with parents and administration; and
- The ability to complete tasks in a timely manner; and
- The ability to maintain visibility and provide a positive role model for students to endorse the profession of law enforcement officers.

Any issues regarding the designation of the SRO, or the activities or qualifications of the same shall be resolved between the school administration and the Police Chief of TKPD.

III. SCOPE OF SERVICES

A. Law Enforcement Activities:

The School Resource Officer shall provide Public Safety services to Parchment High School through prevention, education, and problem solving via community-based relationships. The SRO may take any enforcement they deem necessary during investigations including making arrests, issuing citations, submitting cases, etc.

The SRO is authorized to and shall undertake any and all law-enforcement and community-relations activities within the school; on school grounds; and in surrounding areas including the undertaking of investigations of criminal activity; enforcing state statutes and city ordinances, and making proper referrals to the criminal justice system.

B. Student Access and Mentoring Activities:

The SRO is authorized and expected to foster student access and mentoring activities by maintaining visibility; attending school functions as necessary; and mentoring students to help reduce juvenile delinquency.

C. Administration and Staff Support Activities:

The SRO is authorized and expected to undertake informational and support activities for school staff and administrators by, among other activities;

- Monitoring in-house crime statistics and sharing such information with school administration to assist in its designing of crime prevention strategies.
- Assisting school administrators with emergency crisis planning and building security issues.
- Assisting teachers and staff with classroom presentations as needed.

D. Limitation on Scope of Services:

The SRO shall not, under any circumstances be utilized or serve as a substitute teacher.

IV. EFFECTIVE DATE AND TIME OF PERFORMANCE

This agreement commences on the 29th day of August 2022 and will ends on the 28th day of August 2023. An SRO for Parchment High School shall be continuously designated during this time.

V. BUDGET AND PAYMENT

A. Budget

It is expressly agreed and understood that the total amount to be paid to TKPD will be one hundred percent (100%) of the School Resource Officer's compensation as referenced in Attachment A.

B. Annual Cost Estimate

To provide PHS with the best opportunity to successfully maintain the services provided through this Agreement, step increases in SRO wages will correspond

with the KTPOA collective bargaining agreement (CBA) and will be implemented at the beginning of October each year.

Step increases will continue each year until the SRO wages reach top-of-scale, according to the KTPOA CBA (currently P.O. 6).

C. Payments

TKPD will invoice PHS on a quarterly basis for services rendered.

VI. LIAISON

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

TKPD

Bryan N. Ergang, Chief of Police Charter Township of Kalamazoo 1720 Riverview Drive Kalamazoo, MI 49004 (269) 567-7523

Parchment School District

Jason Misner, Superintendent Parchment School District 520 N. Orient Street Kalamazoo, MI 49004 (269) 488-1050

VII. MODIFICATION OF MOA

Upon mutual agreement, TKPD and PHS may modify the terms of this MOA only by written amendment for the duration of the term of the Agreement.

VIII. TERMINATION OF MOA

Either party can terminate this agreement upon giving 30 days written notice. Upon the effective date of termination, the Township shall no longer be required to provide an SRO and PHS shall not be required to continue salary payments for the SRO.

IX. INDEMNIFICATION

To the extent permitted by law, TKPD agrees to indemnify and hold harmless PHS, its employees and agents from any loss, damage, or liability that PHS, its employees and agents may suffer during the performance of or as a result of any negligent action of TKPD. Likewise, to the extent permitted by law, PHS agrees to indemnify and hold harmless TKPD, its

employees and agents from any loss, damage or liability that TKPD, its employees and agents may suffer during the performance of or as a result of any negligent action of PHS.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between TKPD and PHS for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between TKPD and PHS with respect to this Agreement. This Agreement was created in the State of Michigan by and between municipal entities in the State of Michigan. As such, it is agreed that Michigan law shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

	TOWNSHIP OF KALAMAZOO POLICE DEPARTMEN
Date:	Bryan N. Ergang, Chief of Police
	PARCHMENT SCHOOL DISTRICT
Date:	By:

Jason Misner, Superintendent on behalf of PHS



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AGENDA ITEM	I REQUEST FORM		AGENDA ITEM NO:
FOR MEETING	DATE:		<u> </u>
SUBJECT:			
SUGGESTED M	OTION:		
Financing Cost:_			
Source: Ge	eneral Fund	_ Grant	Other
Are these funds c	urrently budgeted? Yes_	No	<u> </u>
Other comments	or notes:		
Submitted by:			

Manager's Recommendation:

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Office Hours	₹	-1	٤	⊣	TI	total hours open
Kalamazoo ounty	9 to 12/1 to 4 (6)	30				
Ross	9 to 4:30 (7.5)		30			
Schoolcraft	8 to 4 (8)		32			
Texas	8 to 4:30 (8.5)	8 to 11:30 (3)	37			
Comstock	8 to 4:30 (8.5)	8 to 4:30 (8.5)	8 to 6 (10)	8 to 4:30 (8.5)	8 to 12 (4)	39.5
Cooper	8 to 4 (8)	40				
Oshtemo	8 to 5 (9)	8 to 1 (5)	41			
Kalamazoo	8 to 5 (9)	8 to 2 (6)	42			
Richland	8 to 5 (9)	45				
*Kalamazoo Proposed	8:30 to 4:30 (8)	8:30 to 1:30 (5)	37			
Part time offices						

Almo Praire Ronde

Charleston Wakkeshma

Climatx

4.58 ESCHEAT CHECK POLICY

It is the Township's policy to follow the procedures established in the State of Michigan Department of Treasury "Manual for Reporting Unclaimed Property." Most checks are considered "escheat", or uncashed (unclaimed), if not cashed within three (3) years of the check date and must be reported to the State of Michigan and funds must be transferred to the State of Michigan making the State the legal custodian of the funds. The following properties are not required to be reported as unclaimed property:

- Checks with a value of \$25.00 or less.
- Wages with a value of \$50.00 or less than remain unclaimed by the owner for more than 1 year after becoming payable.

Wages greater than \$50.00 are considered "escheat" after one (1) year of dormancy and must follow the State guidelines on reporting. All other guidelines and procedures on reporting various unclaimed property can be found in the State of Michigan Department of Treasury "Manual for Reporting Unclaimed Property". https://unclaimedproperty.michigan.gov/docs/MI_Unclaimed_Property_Manual.pdf

the proper bank account, fund and revenue account.

4.36 CASH RECEIPT REPORT

A cash receipt report shall be run by the Treasurer or designee of each day's activity batched by deposit. A cash receipt report shall contain the detail of all daily transactions and a summary by general ledger line item, and shall agree with the day's deposits.

4.37 DEPOSIT PROCEDURES

Total cash collected shall be reconciled to the sum of the computer-numbered and triplicate form receipts. Deposits shall be made intact, with no reductions to deposits made for expenditures, and must be reconciled to official receipts. Deposit tickets (or attached listing) shall list checks by name or number, and amount. Total cash collected shall be deposited at least once a week, in the appropriate township bank account. Undeposited funds shall be secured in a locked safe.

DEPOSITORIES

4.38 BANK ACCOUNTS

All bank accounts shall be in the name of the township and the Treasurer. The use of the township's tax ID number shall be strictly controlled by the Treasurer, and it shall not be used to open non-township bank accounts.

Tax collections shall be deposited in a separate bank account in the name of the Treasurer.

Bank signature cards shall be kept current and the authorized signers limited to the Clerk, deputy clerk, Treasurer and deputy treasurer.

4.39 AUTHORIZED DEPOSITORIES

The Treasurer or designee is authorized to manage funds belonging to the township, including depositing funds in approved financial institutions and administration of investments in conformance with MCL 41.77, P.A. 20 and the Township Investment Policy.

The Treasurer or designee shall annually recommend for approval by the township board financial institutions for the safekeeping of township funds based on an evaluation of the performance and solvency of the institution, as well as past performance in exercising due care and prudence in managing the custody of township funds held in trust, if applicable. The Treasurer shall periodically evaluate approved and potential financial depositories and shall make recommendations as to appropriate changes in approved depositories when warranted.

The procedure for identifying approved depositories shall be in conformance with applicable state statute.

4.40 CONTROL OF CASH AND INVESTMENTS

All cash and investments shall be under the control of the Treasurer. No other individual shall hold cash of the township or open a bank account to hold township cash or investments.

4.41 AUTHORITY TO MAKE BANK DEPOSITS

The Treasurer or designee is responsible for making all bank deposits. The Treasurer may authorize other township personnel to make deposits if the township board has agreed to incorporate that function in the job description for that position.

4.42 NOTICE OF INVESTMENT POLICY

All investments of township funds shall be in accordance with the Township Investment Policy.

ACCOUNTS RECEIVABLE

4.43 ACCOUNTS RECEIVABLE

The Treasurer's department shall be responsible for processing all accounts receivable.

4.44 INVOICE PREPARATION

The Treasurer's department shall be responsible for preparing invoices for revenues due to the township:

All invoices shall include a remittance advice or duplicate invoice to be returned to the township with payment. The remittance advice or invoice shall include the name, amount invoiced, purpose and that payment is to be made to the township and mailed to the Treasurer.

4.45 POSTING AND DISTRIBUTION OF ACCOUNTS RECEIVABLE

A copy of all invoices or bills for money owed the township shall be given daily to the Treasurer or designee and Clerk or designee.

The Treasurer or designee will use the invoice copy as verification when payment is received.

The Clerk or designee will use the invoice copy to record the receivables in the general ledger. Invoices are to be reconciled to the general ledger control on a monthly basis.

4.46 ACCOUNTING FOR ACCOUNTS RECEIVABLE

For all payments received, the Clerk or designee shall credit the receivable. A monthly listing of all amounts invoiced but not yet received shall be prepared and reconciled to the general ledger.

4.47 CREDIT CARD, DEBIT CARD AND OTHER ELECTRONIC PAYMENTS

In addition to payments made by cash or check, the township will accept payments made via debit cards, electronic fund transfers and certain credit cards (an additional fee may apply to the use of debit or credit cards).

Payments that may be made to the township by a financial transaction device in accordance with the terms of the Resolution for the Acceptance of Payments by Financial Transaction Device shall include all real and personal property taxes, special assessment payments, permit fees and any other type of payment due the township.

ACCOUNTS PAYABLE

4.48 ACCOUNTS PAYABLE

The Clerk or designee shall be responsible for processing all accounts payable.

4.49 PROCESSING OF CLAIMS

Requests for payments to vendors shall be documented in writing by a vendor invoice or, in the few instances where no invoice is forthcoming, by a written request by the department head requesting payment. With rare exceptions, only original invoices shall be processed for payments, as statements or copies of invoices may result in duplicate payments. Appropriate documentation (supporting invoices) shall be attached for all disbursements.

Employee expense reimbursements shall be documented on an expense voucher signed and dated by the employee. All invoices, departmental check requests and expense vouchers shall include the following:

- 1. Vendor name
- 2. Purpose of payment request
- 3. Unit price and units delivered (if applicable)
- 4. Date goods delivered or services rendered
- 5. The related purchase order (if applicable)

All requests for payments shall be approved by the department to which the expense shall be posted by initialing the document.

All requests for payment shall be submitted to the authorized person at least 6 days prior to the board meeting at which claims will be approved and the authorized person shall verify the payee, amount, purpose and the disbursing fund (account) of each request.

After verification, the Clerk or designee shall prepare an Invoice Register Report which itemizes the invoices, subtotaled by vendor, includes general ledger distribution number, and date the warrant is to be issued and journalized to the general ledger. A copy of the warrant is made for township records.

The Invoice Register Report is submitted to the Township Board requesting its approval at a regular meeting.

Invoices and bills supporting the report shall be available for board member review the day of the board meeting. Board members are responsible for scrutinizing the bills prior to board approval.

4.50 REPORTS TO THE BOARD

In addition to the regular submission of the Invoice Register Report, the Clerk or designee shall prepare a Monthly Check Disbursement Report. The Monthly Check Disbursement Report includes an itemization of the checks (and includes invoice numbers, payees, invoice descriptions, general ledger numbers and check amounts) issued during the prior month. The Monthly Check Disbursement Report is to include the invoices approved for payment by the Board at its regular meeting and payments made pursuant to Section 4.52 during the prior month.

The Monthly Check Disbursement Report is to be included in the board packet. Generally, the Monthly Check Disbursement Report is to be accepted as part of the Board's regular meeting consent agenda.

4.51 BOARD APPROVAL REQUIRED FOR ALL CLAIMS

All claims shall be approved by the township board prior to payment, with the exception of tax collection disbursements and claims authorized in the budget resolution or board policy.

4.52 CERTAIN AUTHORIZED CLAIMS

Only the following types of claims may be paid by disbursements made prior to board audit and approval:

- 1. Bills that are subject to a penalty for late payment or a discount for early payment where such payment is necessary to take advantage of such discount or to avoid such penalty.
- 2. Re-occurring routine township expenses regularly incurred in the operation of the township such as, but not limited to utility expenses, insurance premiums, publication costs, operating supplies, necessary operating repairs, established salaries and wages of township employees and officials and established per diem compensation of township officials
- 3. Distribution of escrow funds, trust or agency funds, intra-governmental service

funds, enterprise funds or special assessment funds in accordance with the purposes for which such funds have been received, and the statutory or local regulations governing the same.

- 4. Purchases for the benefit of the Township costing less than \$5,000.
- 5. The Supervisor or designee may authorize emergency expenditures when deemed essential due to the imminent threat to the health, safety and welfare of the township.

Any claims authorized under this policy prior to board approval shall be confirmed at the next board meeting.

4.53 CHECK CONTROLS

Numerically controlled, pre-numbered checks shall be used. Checks shall not be signed prior to being completely filled out. Cleared checks must be returned to the township or electronically stored.

4.54 CHECK PROCESSING

Each draft shall be signed by the Clerk or designee to document board authorization of that payment and forwarded to the Treasurer by the next business day following the board meeting at which they were approved.

The Treasurer or designee shall verify that the funds are available, sign the check and distribute it.

The Clerk and Treasurer may not designate the same person for the above two roles.

A check-signing machine shall be limited to use by authorized designee, and shall be locked when not in use.

4.55 ELECTRONIC PAYMENTS

Following township board approval, the Clerk or designee shall initiate electronic

payments and the Treasurer or designee shall review and accomplish.

Electronic payments are authorized if in compliance with the board's policy provisions and the written procedures and internal control adopted by the Treasurer and presented to the township board. (See Township policy on electronic payments)

4.56 CREDIT CARD USE POLICY

The Clerk or designee is responsible for issuing, accounting for, monitoring, retrieving and generally overseeing compliance with the township's credit card policy. (See Township credit card policy)

4.57 TAX ACCOUNT DISBURSEMENTS

The Treasurer or designee shall create a separate bank account and shall account for the tax fund separately from other township funds, as per state stature and accepted accounting principles.

EXPENSE REIMBURSEMENTS

4.58 EXPENSE REIMBURSEMENTS

The township shall reimburse all officials and employees for necessary expenses incurred in performing their duties. Department heads and officials will obtain authorization for any travel or business expense from the board prior to incurring the cost. All other employees must obtain authorization from their department head. In exceptional cases, the Supervisor or designee may approve time-sensitive requests.

4.59 EXPENSE DOCUMENTATION AND REQUESTS

Expenses requested for reimbursement shall be substantiated with actual detailed receipts or other documentation such as a mileage log. All requests for expense reimbursement shall be made on the proper expense reimbursement form and within a reasonable time after the expense has been incurred.

4.60 ALLOWED EXPENSES

All expenses requested for reimbursement shall be for amounts that a reasonable, prudent person would conclude benefits the township. Personal expenses that are unnecessary in conducting township business, such as entertainment and alcohol consumed, shall not be eligible for reimbursement. Commuting from residence to the township hall or the official or employee's official work location shall not be eligible for reimbursement. Board and commission members shall not receive mileage reimbursement to attend board meetings that are a statutory duty of their office/position or meetings being held in Kalamazoo County.

4.61 TRAVEL REIMBURSEMENT

Travel shall be reimbursed at the IRS mileage rate when the employee uses his or her own vehicle to conduct township business.

4.62 TRAVEL ADVANCES

Travel advances may be requested from the Supervisor or designee. Receipts of all expenses incurred shall be submitted within three business days after concluding the trip, and any excess travel advance shall be reimbursed to the township at that time.

4.63 EXPENDITURE AUTHORIZATION

The township shall not be responsible for any obligations incurred by an official or employee that is contrary to the provisions of these administrative policies and procedures or any other financial administration policies adopted by the township board.

Department heads shall not consider appropriations contained in the budget as a mandate to expend township funds. No obligations shall be incurred against, and no payment shall be made from, any appropriation classification unless there is a sufficient balance to meet the obligation.

The township board shall exercise supervision and control to ensure that expenditures are within appropriations, and department heads shall not make any purchases that exceed appropriations.

Expenditures must follow the procedures set forth in the township's expenditure control, purchasing or bidding policies.