



Agenda

Special Meeting of the City Commission

City of Kalamazoo

Monday, June 15, 2015

6:00 p.m.

City Hall – Community Room, Second Floor - 241 West South Street

1. **CALL TO ORDER/ROLL CALL**
2. **COMMUNICATIONS**
3. **NEIGHBORHOOD PRESENTATIONS**
 - Homecrest Circle Neighborhood Association
 - Stuart Area Restoration Association
Max Tibbitts, Board Chair
Sarah Hoisington, Executive Director
4. **CITIZEN COMMENTS**
5. **MISCELLANEOUS COMMENTS AND CONCERNS BY COMMISSIONERS**
6. **ADJOURNMENT**



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, June 15, 2015

7:00 p.m.

City Commission Chambers – 241 West South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: **Reverend Nathan Dannison, First Congregational Church**
2. Pledge of Allegiance
3. Introduction of Guests
 - a. Deb Droppers & KDPS, Block Party Program
4. Proclamations
 - a. Dump the Pump Day, June 18, 2015

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. [Calendar of Upcoming Meetings](#)

E. PUBLIC HEARINGS

F. CONSENT AGENDA

(Action: Motion to approve items “1-8” and authorize the City Manager to sign all documents on behalf of the City)

1. [Approval of a new five-year Prepaid Fare Agreement with Western Michigan University to provide unlimited access to Metro Transit services for all current students, faculty and staff, from August 2015 through July 31, 2020. This revenue contract is in the amount of up to \\$3,102,785.](#)
2. [Adoption of the 2015 Regional Tactical Team Response Plan.](#)
3. [Approval of the Kalamazoo Valley Intergovernmental Ambulance Agreement, Memorandum of Understanding #2015-01.](#)
4. [Approval of a request from Adams Outdoor Advertising to display a community special event sign for the 10th anniversary of the Kalamazoo Promise, on the south side of the Radisson Plaza Hotel parking structure, from July 15 to November 30, 2015.](#)

5. Approval of a request from the Kalamazoo Growlers to publicly display fireworks at Homer Stryker Field on June 19, June 26, July 4, July 17, and October 17, 2015.
6. Acceptance of a grant from William D. Johnston in the amount of \$50,000.00 in support of the 2015 Summer Youth Employment Program and approve a memorandum of understanding with the Kalamazoo Regional Education Service Agency to operate the Summer Youth Employment Program in the amount of \$203,208.00.
7. Acceptance of funding from the Michigan Recreation and Park Association to fund the Fitness in the Parks program for two years in the amount of \$4,900.
8. Approval of minutes from the City Commission meeting on June 1, 2015.

G. REGULAR AGENDA

1. Approval of the purchase of 1310 Bank Street from Abundant Faith Church COGIC at a cost not to exceed \$130,000 for the expansion of the Kalamazoo Farmers' Market. **(Action: Motion to approve)**
2. Approval of the sale of Eastern Hills Golf Course. **(Action: Motion to approve)**

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

The "Citizen Comments" portion of the meeting is a time for citizens to make comments; it is not intended to be a forum for debate or a time for question-answer dialogues with the City Commission or staff. In general, Commissioners do not directly respond to speakers during citizen comment periods. At the conclusion of a speaker's remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during "Commissioner Comments."

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

1. Closed session to discuss pending litigation. **(Action: Motion to go into closed session)**

O. ADJOURNMENT

ADDITIONAL INFORMATION

Get news, information, and alerts from the City of Kalamazoo. Sign up at www.kalamazoocity.org/connect, follow @KalamazooCity on Twitter, and search for The City of Kalamazoo on Facebook.

Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at 269.337.8047.

Persons with disabilities who need accommodations to effectively participate in City Commission meetings should contact the City Clerk's Office at 337-8792 a week in advance to request mobility, visual, hearing or other assistance.

Agendas for the regular meetings of the Kalamazoo City Commission are available on the Internet at: www.kalamazoocity.org

The Kalamazoo City Commission meetings are held on the first and third Mondays at 7:00 p.m. and are shown live on the Public Media Network (channel 190 for Charter customers, channel 99 for U-Verse customers). The meetings are rebroadcast on Tuesdays at 8:00 a.m., Wednesdays, at 1:00 a.m., and Thursdays at 3:00 p.m.

GUIDELINES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS

Welcome to the Kalamazoo City Commission meeting, and thank you for your participation in Kalamazoo local government. The City Commission recognizes that citizens who make the effort to attend a Commission meeting often feel passionately about an issue. The following guidelines are not meant to discourage individual expression; rather, they exist to facilitate the orderly conduct of business and to ensure that all citizens who wish to address the City Commission are able to do so in an atmosphere of civility and respect, without fear or intimidation.

1. Out of respect for business being conducted during the meeting, please turn off all cell phones and pagers prior to the start of the meeting.
2. In an effort to maintain order and to allow a respectful discussion, please do not make comments from the audience area. Audience members should also refrain from applause or other audible noise at times not formally recognized as appropriate by the meeting chair.
3. Citizens have opportunities to address the Commission at the following times during a meeting:
 - a. Consideration of Regular Agenda items. Citizens are permitted to speak to the Commission on Regular Agenda and Unfinished Business prior to the City Commission voting, except those votes setting a public hearing. (Note: The Consent Agenda is a list of items proposed for City Commission approval to be voted upon all at one time. This is a time-saving procedure as most Consent Agenda items are housekeeping measures. A citizen may request an item be removed from the Consent Agenda for individual consideration or discussion.) Comments must be germane to the specific item under consideration.
 - b. The Citizen Comment period near the end of the meeting is for comment on Agenda or Non-Agenda items.

4. To address the City Commission, please sign in at the podium near the Clerk's station and then proceed to the podium directly in front of the dais when invited by the meeting chair. Before beginning your comments, please clearly state your name for the record and whether you reside within the city limits. Comments are limited to four minutes.

5. Signs, placards and banners are permitted in Chambers during open meetings but only along the perimeter of the room (side and back walls) and only if they do not obstruct the vision of others.

If you have any questions, please feel free to contact the City Clerk's Office at 269.337.8792



Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

Regular Business Meetings – 7:00 p.m. in the City Commission Chambers

July 6th and July 20th

Regular Neighborhood Meetings – 6:00 p.m. in the Community Room at City Hall

July 20th

Advisory Boards, Commissions and Committees (next two weeks)

The **Kalamazoo Historic District Commission** will meet on Tuesday, June 16, 2015 at 5:00 p.m., in the Community Room at City Hall.

The **Environmental Concerns Committee** will meet on Wednesday, June 17, 2015 at 4:30 p.m., in the Community Room at City Hall.

The **Economic Development Corporation** will meet on Thursday, June 18, 2015 at 7:30 a.m., in the Community Room at City Hall. The **Brownfield Redevelopment Authority** will meet immediately following.

The **Kalamazoo Municipal Golf Association** will meet on Thursday, June 18, 2015 at 5:30 p.m., in the Third Floor Conference Room at City Hall.

The **Planning Commission** will meet on Thursday, July 2, 2015 at 7:00 p.m., in the City Commission Chambers at City Hall.



Commission Agenda Report

City of Kalamazoo

Date: **06/15/15**

Item **F1**

TO: Mayor Hopewell, Vice Mayor Anderson, and City Commissioners

FROM: James K. Ritsema, City Manager
Prepared By: Sean McBride, Executive Director

DATE: June 5, 2012

SUBJECT: Approval of New Pre-Paid Fare Agreement with Western Michigan University

RECOMMENDATION

It is recommended that the City Commission approve a new five-year Prepaid Fare Agreement with Western Michigan University to provide unlimited access to Metro Transit services for all current students, faculty and staff, from August 2015 through July 31, 2020. This revenue contract is in the amount of up to \$3,102,785.

BACKGROUND

In July 1997, Western Michigan University officials approached Metro Transit with a request for developing a proposal for public transit service on-campus. Metro Transit had previously provided similar service in late 1970's and early 1980's; however, both parties mutually terminated service in 1984.

Since that time, staff has worked with Western Michigan University officials in modifying/improving routing and service frequencies annually. Western Michigan University subsequently made decisions to enter into formal three-year service agreements with the City in 1998, 2001, 2004, 2007, 2009 and 2012.

This partnership with Western Michigan University has assisted their efforts at alleviating ongoing on-campus parking/traffic congestion. Kalamazoo Metro Transit, at the same time, has benefited from System growth and increased ridership and productivity.

Beginning in 2008, Kalamazoo Metro Transit and Western Michigan University have agreed to establish a prepaid fare agreement based upon pre-determined service levels, and the use of those services by the WMU community. The services provided on Route #21 – Solon/Kendall/Lafayette, Route #3 - West Michigan and Route #16 – Lovell are critical to the University. The prepaid fare agreement for the next five (5) years is linked with the continuation of these three routes over the term of the agreement. Any service reduction, either in hours or days of service, would result in a renegotiation of the rate established within this Prepaid Agreement with WMU.

The amount of the agreement reflects an increase of services assuming the voter approval of the Central County Transportation Authority millage on August 4, 2015. The increase of services that would accompany voter approval of the millage would include Sunday day-time bus service and later night bus service. If the millage is not approved and service not expanded the total amount of the agreement would be reduced to \$2,956,300.

COMMUNITY RESOURCES CONSULTED

Per the Working Agreement with the City of Kalamazoo, the Board will be apprised of this service agreement as an informational item at its next Board Meeting.

FISCAL IMPACT

The revenue received as part of this agreement is an important source of operating revenue and is utilized to leverage State and Federal Grants.

ALTERNATIVES

None

ATTACHMENTS

Proposed Service Agreement

**AGREEMENT BETWEEN
WESTERN MICHIGAN UNIVERSITY
AND
CITY OF KALAMAZOO - METRO TRANSIT SYSTEM
FOR PUBLIC TRANSPORTATION SERVICES**

THIS AGREEMENT made and entered into this _____ day _____, 2015, by and between the Board of Trustees of Western Michigan University, hereinafter "University" and the City of Kalamazoo – Metro Transit System, hereinafter, "Metro Transit".

RECITALS

1. Metro Transit provides regular fixed-route bus service during published hours and at published frequencies; and,
2. Metro Transit fixed-route bus service provides a satisfactory means of transporting many persons, including University students, faculty and staff, to and from their places of residence and the University campus; and
3. The use of Metro Transit fixed-route bus service by the University students, faculty, and staff is advantageous to the University in terms of minimizing the needs for the University to construct costly parking facilities; and
4. The University wishes to encourage the use of Metro Transit fixed-route bus service by University students, faculty and staff, and staff of other agencies subject to University parking regulations (hereinafter called "staff") by entering into this service agreement with Metro Transit.

TERMS OF AGREEMENT

1. Metro Transit shall make available its established and regularly publicized fixed-route bus service, and any additional city-wide services it may activate, without limit, to University students, faculty and staff upon presentation by such person of a valid University identification card.
2. Metro Transit shall continue to operate and maintain fixed-route bus service in accordance with established routing, daily service periods, and frequencies. This will include all current public transit services effective at time of commencement of agreement, including all current Metro Transit fixed-route bus service. (Exhibits 1-3) The agreement also includes provision for expanded hours of service beginning in the 2016-2017 school year that includes Sunday service and later hours.
3. Upon presentation, Metro Transit shall honor the University photo identification card and accept it as a Metro Transit bus pass when presented by University students, faculty and staff to Metro Transit fixed-route bus drivers and agents.
4. Metro Transit shall also operate ADA-required paratransit service in accordance with federal regulations for individuals who, because of a disability, are unable to use regular public transit services. ADA fares are not prepaid under this agreement;

however WMU may purchase Metro County Connect coupons for distribution to individuals certified to use ADA paratransit services at the applicable fare. Passengers are responsible for depositing payment in the farebox at the time service is received.

5. In providing and furnishing said bus service, Metro Transit shall act solely in the capacity of and as an independent contractor and not as an agent or employee of the University. All facilities and equipment used in said bus service shall be owned and retained by Metro Transit, and all bus drivers shall be employees or agents of Metro Transit, and not employees of the University. The University shall not exercise any control or supervision over the drivers of the buses used in said service, who shall be subject solely to Metro Transit's supervision and control.
6. At all times during which Metro Transit provides public transit service as outlined herein, it shall carry a policy of auto fleet insurance conforming to the Michigan No-Fault statutes and providing liability limits of not less than \$1 million per occurrence for bodily injury and property damage liability. The policy shall be with a carrier acceptable to the University and shall name the University as additional Insured as their interests may appear. University shall be notified not less than 30 days before cancellation or no-renewal of said policy.
7. Metro Transit shall indemnify, defend, and hold the University harmless for any and all claims related to the provision of bus service under this Agreement, except for any acts or omissions by the University, its agents, or employees. Any damage or injury to the University property out of or resulting incidental to said public transit service shall be investigated and reviewed by the University and Metro Transit to determine responsibility and liability therefore. However Metro Transit does not waive, and shall be permitted to assert, any defenses it may have under statutory and common law to any claim for damage or injury.
8. Metro Transit shall specifically notify the University of significant changes in public transit fixed-route services and/or frequencies on any Metro Transit routes that service downtown; and any changes proposed for Route #3 – West Michigan, Route #16 – Lovell, and Route #21 – Solon/Kendall/Lafayette. Changes to fixed routes in the City of Portage, if necessary, will be communicated to the University as service changes are communicated with all other local government entities.
9. The University shall identify duly enrolled students and employed faculty and staff at the University campus through the issuance of a photo identification card, clearly identifying their status at the University.
10. In consideration for providing the above services to the University, Metro Transit shall receive from the University the total amount of \$3,102,785. That total includes:
 - \$557,000 for the 2015-16 school year;
 - \$593,735 for the 2016-17 school year;
 - \$631,550 for the 2017- 18 school year,
 - \$650,500 for the 2018- 19 school year, and
 - \$670,000 for the 2019- 20 school year.

In the event the transit millage proposal on the August 2015 ballot is not approved, then the 2016-17 and 2017-18 payments would be increased by 3% to \$573,700 and 590,900 respectively and there will not be any expanded hours that include Sunday service and later hours; the rates for 2018-19 would be reduced to \$608,600 and for 2019-20 to \$626,800. In the event the 2015 millage passes, Sunday service and later hour service will be provided including, but not necessarily limited to Sunday service and later hour service on routes 3 and 16. Sunday service and later hour service will be considered for Route 22 as system funding is available.

Said annual sums shall be paid in two equal payments, (one at the beginning of the fall semester and one at the beginning of the spring semester) for each of the five school years noted above. Each of the payments shall be preceded by the submitting of an invoice by Metro Transit to the University, for which invoice shall be sent to "WMU" Director of Auxiliary Services, 4th Floor Moore Hall-Mail Drop 5215, 1903 W. Michigan Avenue, Kalamazoo, MI 49008. Payments shall be received by Metro Transit within 30 days of the mailing date of the invoice.

11. This agreement shall be in effect from August 1, 2015, through July 31, 2020.
12. If at any time during this Agreement either party shall fail to satisfactorily meet the provisions of this Agreement, the dissatisfied party may so advise the other party, in writing, indicating in specific detail the nature and basis of its dissatisfaction. If the complaint is based on reasonable cause, the party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days of its receipt. If such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice. Notices to Metro Transit may be directed to the Transportation Director at 530 N. Rose Street, Kalamazoo, MI 49007. Notices to the University may be sent to the WMU Director of Auxiliary Services, 4th Floor Moore Hall-Mail Drop 5215, 1903 W. Michigan Avenue, Western Michigan University, Kalamazoo MI 49008.
13. The University specifically has the right to exercise the remedies in Paragraph #12, including termination rights, in the event that changes in schedules and/or frequencies in the fixed route system inhibits, in the good faith discretion of the University, the ability of University faculty, staff and students from using the bus system for travel to and from the University. In that event, the University may request a reconsideration of the contract rate, in addition to the rights outlined in Paragraph #12 above. In the event Metro Transit and the University cannot agree to a revised contract rate, the Agreement shall be subject to termination based on 45 days advance written notice supplied by either party to the addresses in Paragraph #12 of this Agreement.
14. All accounts shall be settled on a prorated basis in the event of the termination of the Agreement prior to full term.
15. Each party to this Agreement shall, through the various means available to each, publish mutually agreed upon information regarding the services provided pursuant to

this Agreement. Each party to this Agreement shall bear its full cost of publishing such information on its own publications. Joint University/Metro Transit information and marketing covering services provided pursuant to this Agreement will be given access to University communications channels.

16. All cash fares and other revenue collected in the operation of said bus service shall be retained by Metro Transit.
17. Metro Transit will exercise due diligence to adhere to the published time schedules, but deviations due to variations in traffic, weather, road conditions, or mechanical breakdown shall not be deemed to be a violation of this Agreement as long as they do not result in material disruption of services. Metro Transit shall not be held liable for its inability to provide service due to acts of God, acts of terrorism, labor strikes or any other natural or man-made conditions beyond its control. The University also will be relieved of its financial obligation during this time period of Force Majeure.
18. This Agreement is made solely for the benefit of the above-named parties, and not for the benefit of any third person; no action or defense may be founded upon this Agreement except by the parties' signatory hereto.
19. The City of Kalamazoo shall at all times have the right and may at any time exercise that right to assign all of its rights, obligations and liabilities under this Agreement to a transportation authority created to operate in the Kalamazoo area. If such an assignment occurs, the University will be immediately advised in writing. In the event of such assignment, said transportation authority shall assume all the obligations and duties of the City of Kalamazoo Metro Transit System under this Agreement.
20. This Agreement supersedes and replaces all former Agreements and Letters of Agreement or Understandings between Metro Transit and the University regarding the provision of pre-paid fares for public transit services offered by Metro Transit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and behalf of the duly authorized officers and agents and their respective seals to be affixed, this _____ day of _____, 2015.

CITY OF KALAMAZOO
Metro Transit System

THE BOARD OF TRUSTEES
Western Michigan University

By: _____ By: _____

Its: _____ Its: _____

Attest: _____ Attest: _____



Commission Agenda Report

Date: **06/15/15**
Item **F2**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Anderson, and City Commissioners

FROM: James K. Ritsema, City Manager
Reviewed by: Jeffrey Hadley, Public Safety Chief
Prepared by: Ryan Tibbets, Assistant Chief – Fire Administration/Finance

DATE: June 4, 2015

SUBJECT: 2015 Regional Tactical Team Response Plan

RECOMMENDATION

It is recommended that the City Commission adopt the 2015 Regional Tactical Team Response Plan and authorize the City Manager to sign all documents pertaining to the proposed plan.

BACKGROUND

The purpose of this plan is formalizing the process of contacting and requesting assistance of tactical assets from the Michigan Homeland security Region Five Special Weapons and Tactics (S.W.A.T.) Program. The region has developed a program to provide assistance to the organized tactical teams within the region when and if needed. The concept of operations is for the local tactical team to recognize when additional tactically trained and equipped personnel and systems are needed to assist during an incident. The region has recognized nine tactically trained and equipped teams within the region who have signed a Memorandum of Understanding to respond to and assist with tactical situations within the region when acts of terrorism and extreme acts of violence are recognized.

The interoperability improvements achieved between the 9 teams with the assistance of this Plan will provide an enhanced response capability towards achieving the goals set forth in the Target Capabilities List. This will improve the preparation, prevention and response functions for the health, safety and welfare of the citizens within the 5th District.

The Memorandum shall be effective when executed by all Parties and shall terminate five years commencing from the date of acceptance from the final signatory, unless cancelled prior to maturity by either Party, as provided for in this Memorandum.

SUMMARY

If the City Commission approves the plan, personnel from the City of Kalamazoo Department of Public Safety can continue to work collaboratively with the regional team.

COMMUNITY RESOURCES CONSULTED

Not applicable

FISCAL IMPACT

None

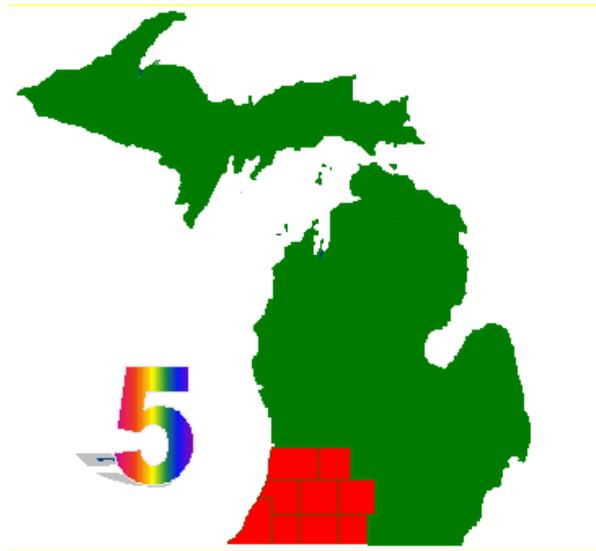
ALTERNATIVES

None

ATTACHMENTS

2015 Regional Tactical Team Response Plan

5th District Regional Homeland Security Planning Board



Regional Tactical Teams Regional Response Plan

October 2015

"This document was prepared under a grant from FEMA's National Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security."

The purpose of this plan is formalizing the process of contacting and requesting assistance of tactical assets from the Michigan Homeland security Region Five Special Weapons and Tactics (S.W.A.T.) Program. The region has developed a program to provide assistance to the organized tactical teams within the region when and if needed. The concept of operations is for the local tactical team to recognize when additional tactically trained and equipped personnel and systems are needed to assist during an incident. The region has recognized nine tactically trained and equipped teams within the region who have signed a Memorandum of Understanding to respond to and assist with tactical situations within the region when acts of terrorism and extreme acts of violence are recognized.

To help achieve this requirement, the 5th District Regional Homeland Security Planning Board has agreed to help fund team's shortfalls to develop and/or maintain equipment and training interoperability between the teams within the 5th District. Tactical Response Operations and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Detection are two of the 37 target capabilities identified on the United States Department of Homeland Security Target Capabilities List for the National Preparedness Goal. The interoperability improvements achieved between the 9 teams with the assistance of this Plan will provide an enhanced response capability towards achieving the goals set forth in the Target Capabilities List. This will improve the preparation, prevention and response functions for the health, safety and welfare of the citizens within the 5th District. The Memorandum of Understanding has been signed by the following departments authorizing their teams to enter into this agreement. The departments are the Allegan County Sheriff's Office, Allegan City Police Department, Plainwell Department of Public Safety, Barry County Sheriff's Office, City of Battle Creek Police Department, Berrien County Sheriff's Office, Cass County Sheriff's Office, City of Dowagiac Police Department, Kalamazoo Department of Public Safety, Kalamazoo County Sheriff's Office, Kalamazoo Township Police Department, Portage Department of Public Safety, Saint Joseph County Sheriff's Office, City of Niles Police Department, and Van Buren County Sheriff's Office.

With their signature to the Memorandum of Understanding the teams agree to the following:

1. Obligations:

- 1.1 To respond outside of their Jurisdictions but within the 5th District to requests related to duties performed by the Parties.
- 1.2 To hold meetings of team commanders on a quarterly basis to obtain and maintain tactical team interoperability.
- 1.3 To develop and maintain an annual training matrix as outlined in the Homeland Security Exercise and Evaluation Program (HSEEP). The matrix will contain at the minimum of one Full Scale exercise within three years of the signing of this MOU.
- 1.4 Maintain equipment purchased and assigned to their team by the 5th District Regional Homeland Security Planning Board.
- 1.5 This Memorandum of Understanding shall terminate five years from the date of acceptance from the last signatory to this agreement. Any party can terminate its involvement prior to maturity of this agreement as specified below.
- 1.6 If for any reason a Party to this agreement decides to opt out prior to reaching the maturity date established for the Party to assume ownership of any equipment purchased through a Regional grant program, all equipment purchased through the affected grants and assigned to that Party will be returned to the 5th District Regional Homeland Security Planning Board. This equipment will then be re-assigned by the 5th District Regional Homeland Security Planning Board to the remaining Parties to this agreement using a threat and risk based formula and capabilities assessment.
- 1.7 The 5th District Regional Homeland Security Planning Board maintains sole authority to determine if the actions outlined in the above bullet point of this Memorandum of Understanding are required to be undertaken.

In addition by signing the Memorandum of Understanding the following stipulations have been agreed upon by the teams:

2. **Reservation of Rights.** This Memorandum does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Neither participation in nor requests for assistance under this Memorandum shall preclude, supersede or negate the activation or the fulfillment of the terms of any other local or regional or statewide mutual aid or reciprocal aid compacts or agreements.
3. **Duty to Assess Availability of Resources and Render Assistance.** When contacted by another party to this Memorandum with a request for assistance, the authorized representative(s) of any participating party shall assess their own situation to determine available personnel, equipment and other appropriate resources. It shall be the duty of each participating party to render all reasonably available assistance when requested under this Agreement to the fullest extent possible and as expeditiously as possible. However, a participating party may withhold, decline or refuse to provide any or all requested assistance even if available if such compliance would unreasonably jeopardize public health and safety, security or emergency response capabilities in its own jurisdiction. In such a case, an authorized representative of the participating government which has withheld or refused to provide requested assistance under this Memorandum shall immediately notify the requesting party with an explanation, which shall be confirmed in writing to the requesting party within ten days. A party's decision not provide assistance, shall not under any circumstances, give rise to a cause of action of any sort against the declining party.
4. **Supervision and Control.** The personnel, equipment, and resources of any assisting party shall come and remain under the operational control of the incident commander from the time of arrival at the designated location for staging or response. Designated supervisory personnel of an assisting party shall retain direct supervision and control of their own personnel, equipment, and other resources. The incident commander shall assign work tasks to the supervisory personnel of an assisting party, who shall in turn assign work tasks and establish work schedules for their own personnel. Supervisory personnel of an assisting party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources they have furnished; and report work progress to the incident commander through appropriate channels.
5. **Duration of Memorandum.** This Memorandum shall be effective when executed by all Parties and shall terminate five years commencing from the date of acceptance from the final signatory, unless cancelled prior to maturity by either Party, as provided for in this Memorandum.
6. **Termination or Cancellation of Memorandum.** Either Party may terminate or cancel this Memorandum for any reason upon 30-calendar day's written notice to the other Parties and the 5th District Regional Homeland Security Planning Board.
7. **Notice.** All notices or other communications given by all Parties to the other under this Memorandum shall be in writing and shall be personally delivered, sent by registered or certified mail, return receipt requested, or by overnight delivery services with full tracking and verification capability, to the other Party at its address set forth above or such other address as a Party may subsequently designate in writing. The date of personal delivery or upon verification and receipt of such certified or registered mailing, or overnight delivery as the case may be, shall be deemed to be the date on which such notice is given.
8. **Compliance with Laws.** All Parties shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Memorandum.
9. **Severability.** If a court of competent jurisdiction finds a term or condition of this Memorandum to be illegal or invalid, then the term or condition shall be deemed severed from this Memorandum. All other terms, conditions, and provisions of this Memorandum shall remain in full force.

10. **Governing Laws.** This Memorandum shall be governed, interpreted, and enforced by the laws of the State of Michigan.
11. **Memorandum Modification.** Any modifications, amendments, recessions, waivers, or releases to this Memorandum must be in writing and agreed to by all Parties.
12. **Entire Agreement.** This Memorandum represents the entire agreement and understanding between the Parties. This Memorandum supersedes all other oral or written agreements between the Parties.

National Incident management System (NIMS) Incident Command system (ICS)

The National Incident Management System, or NIMS, provides a comprehensive and consistent national approach to all-hazard incident management at all jurisdictional levels and across all functional emergency management disciplines. This enables all government, private-sector and nongovernmental organizations to effectively, efficiently and collaboratively manage incidents at all levels. NIMS integrate best practices into a comprehensive, standardized framework that is flexible enough to be applicable across the full spectrum of potential incidents, regardless of cause, size, location, or complexity.

Incident Command System, or ICS, is a component of NIMS and is a standardized, on-scene, all-hazard incident management concept. It allows users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries. This system is used whether the response is provided by a single discipline, agency or jurisdiction or multiple agencies or jurisdictions. The SWAT Teams, when they have been activated, will be incorporated into this system to ensure that everyone can work together when our communities need them the most.

Compliance

The Regional Tactical Teams shall be in compliance with Homeland Security Presidential Directive 5 (HSPD-5) which mandates the adoption of the National Incident Management System (NIMS) as the primary method to prepare for, respond to, recover from, mitigate and manage the effects of critical incidents.

The Incident Command System (ICS) shall be used as the standard command management methodology for all administrative and tactical operations. Members of the teams shall be trained in the use of NIMS/ICS by their respective departments to the level required by current NIMS standards.

Region 5 SWAT Team Criterion

Requesting assistance for activation of tactical assets through this plan as outlined below must be activated by a signatory of the agreement. Upon recognition of the necessity of assistance the requesting team leader or his/her designee will contact the appropriate coverage team. Team coverage areas are outline by team type and location. Team typing is as follows:

- Allegan County – Type III
- Barry County SRT – Type III
- Battle Creek City – Type II
- Berrien County – Type II
- Calhoun County SRT Type III
- Cass County – Type III
- Kalamazoo City TRU – Type II
- Niles City – Type III
- Saint Joseph County – Type III
- Van Buren County – Type III

The typing of a team is consistent with FEMA 508-6 Typed Resource Definition Law Enforcement and Security Resources. Respectfully, a Type II Team meets a higher standard of equipment and capability than a Type III. The Type II Teams have agreed to cover the Type III Teams in their close geographical area. The coverage is as follows:

- Battle Creek
 - Calhoun County
 - Barry County
 - Branch County
 - Palisades Response Van Buren County
- Kalamazoo
 - Allegan County
 - Kalamazoo County
 - Saint Joseph County
 - Eastern Van Buren County*
 - Palisades Response Van Buren County
- Berrien County
 - Western Van Buren County*
 - Berrien County
 - Cass County*
 - Donald C Cook Nuclear Plant Berrien County*

* Pre-existing Agreements

Once the need for assistance has been determined the requesting team will contact the appropriate team following the calling tree below. Once the contact has been made then the responding team will solicit pertinent information and respond to the request if capable. It is recognized that an Act of Terrorism can be far reaching and affect many venues. If the primary Type II Team is unavailable then the requesting agency will contact the next Type II Team closest to their geographical area. Information needed for the activation of a Regional SWAT Team and the expectations of the requesting agency is as follows:

1. Information Gathering for the primary Team Activation should consist of but is not limited to the following:
 - The first arriving units on the scene shall gather all available information about the incident, and ensure that an adequate and secure perimeter is maintained.
 - If it is determined that further assistance is required to determine if a hazard and/or threat is present, then the team commander, or the on duty team representative from the jurisdiction in which the incident is located, shall be notified.
 - Because these types of incidents are situation driven, the level of response will be determined by the tactical Team Commander, or his/her designee
2. Tactical Team Response:
 - Once on the scene, the Tactical Team Commander, or his/her designee will coordinate with the Incident Commander (IC) to establish perimeter control.
 - Coordinate with appropriate personnel and develop a plan of action.
 - Determine needed personnel and equipment based on information provided.
 - Assemble properly equipped tactical team(s) at designated location.

3. Request for Regional SWAT Team assistance:

- In the event of a significant incident that goes beyond local response capabilities, the tactical team commander determines that additional personnel and equipment may be requested through the established Region 5 Memorandum of Understanding (MOU) to effectively and safely mitigate the threat.
- The initial responding Regional Tactical Team Commander or his/her designee will notify the requested tactical team's commander via cell phone and/or pager and make the request for additional personnel and/or equipment.
- The below listed contact information and call out procedures will be used to request another team's assistance.
- The on-scene Tactical Team Commander will provide all pertinent information on the incident to the requested team's Commander.
- A response plan will be formulated between the team commanders and the Incident Commander that best resolves the incident.

4. Request for Michigan State Police Team:

- If the need would arise, and the Michigan State Police ES Team was needed, the Incident Commander (IC) would notify the dispatch center and have them contact Michigan State Police Operations and request the ES Team respond to the incident or as directed.

Contact Information and call out procedures for all teams is as follows:

ALLEGAN COUNTY:

1. Team Leader

- a) Name – Cory Hunt

2. Assistant Team Leader

- a) Name – Chris Haverdink

3. Third Alternate Contact Person if applicable

- a) Name – Brett Ensfield

4. Governing Department and contact person
 - a) Name – Mike Larson

Call out procedure:

- a) The requesting agency will contact Allegan County Central Dispatch (269) 673-3899. Allegan County Central Dispatch will contact the Allegan County SWAT Team Leader and provide the incident information and requestor's contact information. The Allegan SWAT Team Leader will authorize and initiate the call out to SWAT team members.

BARRY COUNTY

1. Team Leader
 - a) Name – Sergeant Rob Horrmann (BCSD)

2. Assistant Team Leader
 - a) Name – Sergeant Nick Seifert (BCSD)

3. Assistant Team Leader
 - f) Name – Chief Mark Doster (BTPD)

4. Assistant Team Leader
 - k) Name – Sergeant Tim Stevens (BCSD)

5. Governing Department and contact person: BCSO
 - a) Name – Lt.J. Olejniczak

Call out procedure:

- a) Emergency /Critical incident team activation:
Contact Barry County SD @ 269-948-4801. Cadet will obtain name of requesting agency, contact info, nature of incident and location. Barry Co emergency text/e-mail notification system is then implemented.
- b) Non-emergency:
Contact Barry County SD @ 269-948-4801. Cadet will obtain name of requesting agency, contact information, nature of the incident and location. An Incident Commander or Team Leader will then be notified directly or by telephone.

BATTLE CREEK CITY

1. Team Leader
 - a. Name – Sergeant Jeff Case

2. Assistant Team Leader
 - a. Name – Sergeant Jim Martens

3. Third Alternate Contact Person if applicable
 - a. Name – Mike McKenzie

4. Governing Department and contact person: BCPD
 - a. Name – Lieutenant Ray Felix

Call out procedure:

- a) Contact Lt. Ray Felix or any Team leader to activate Battle Creek PD ERT.

BERRIEN COUNTY

- 1. Team Leader
 - a) Name – Lieutenant Dan Jewell

- 2. Assistant Team Leader
 - a) Name – Lieutenant James Zehm

- 3. Governing Departmental Contact
 - a) Chief Deputy Michael Bradley

- 4. Alternate Contact Info
 - a) Berrien County Public Safety Communications Center

Call Our Procedure:

- a) Utilize the calling list above. The person contacted will activate the Berrien County Tactical Response Unit procedures.

CALHOUN COUNTY

- 1. Team Leader
 - a) Name –

- b) Cell Phone –
- c) Office Number –
- d) Home Number –
- e) E-mail address –

2. Assistant Team Leader

- a) Name –
- b) Cell Phone –
- c) Office Number –
- d) Home Number –
- e) E-mail address –

3. Third Alternate Contact Person

- a) Name –
- b) Cell Phone –
- c) Office Number –
- d) Home Number –
- e) E-mail address –

4. Governing Department and contact person Calhoun County Sheriff's Office

- a) Name –
- b) Cell Phone –
- c) Office Number –
- d) Home Number –
- e) E-mail address –

Call out procedure:

CASS COUNTY

5. Team Leader

- f) Name – Sergeant Philip Esarey (CCSO)

6. Assistant Team Leader

- f) Name – Sergeant Todd McMichael (CCSO)

7. Third Alternate Contact Person if applicable
 - f) Name – Sergeant Eric Gizzi (Dowagiac PD)

8. Governing Department and contact person Cass County Sheriff's Office

- f) Name – Captain Lyndon Parrish

Call out procedure:

- a) Contact Cass County Central Dispatch @ 269 445-1560. Dispatch contacts the Enforcement Division Captain who consults with the Sheriff, then decides on the call-out and notifies the Team Leaders who notify the team through Central Dispatch.

KALAMAZOO METROPOLITAN SWAT

1. Team Leader
 - a. Name – ~~Sergeant~~ Lieutenant Matt Huber

2. Assistant Team Leader
 - a) Name – ~~Sergeant~~ Lieutenant Scott Boling

3. Third Alternate Contact Person if applicable
 - a) Name –
 - b) Cell Phone –
 - c) Office Number – N/A
 - d) Home Number – N/A
 - e) E-mail address –

4. Governing Department and contact person
 - a) Name – Captain James Mallery

Call out procedure:

- a) ~~Call outs are depending on circumstance. If the SWAT Team need is for a search warrant entry then contact is made directly to the team leader who then contacts the Captain of Operations. If the Kalamazoo Metropolitan SWAT team is needed contact the Team Leader or assistant Team Leader direct. If no answer contact Kalamazoo Dispatch Center at 269-337-8994.~~
- b) ~~If there is a need for SWAT for any other purpose, contact is made first with the Captain of Operations and then the team leader is notified if criteria is met.~~

NILES CITY

1. Team Leader
 - a) Name – Mike Stanton

2. Assistant Team Leader
 - a) Name – Rick Krueger

3. Third Alternate Contact Person if applicable
 - a) Name – N/A

4. Governing Department and contact person
 - a) Name - Chief Jim Millin

Call out procedure:

- a) Requesting agency contacts the Niles City Police Dispatch Center at 269-683-1313. The dispatcher will obtain the name of the requesting agency, contact information, nature of the event and location. This information will be forwarded to the Chief or Team Leader to make arrangements for the team activation.

SAINT JOSEPH COUNTY

1. Team Leader
 - a) Name – Chad Spence

2. Assistant Team Leader
 - a) Name – Bill Burgoyne

3. Third Alternate Contact Person if applicable
 - a) Name – Mark Lillywhite

Call out procedure

- a) Agency requesting contacts the Team Leader, Assistant Team leader then Undersheriff, if Team Leader is unavailable and in that order.
- b) If authorized, Central Dispatch receives instructions, contacts team members and keep a record of the status of each. This information is forwarded to the Team/Assistant Team Leader prior to their briefing.
- c) The team assembles at the County’s EOC at Central Dispatch for briefing unless otherwise directed.

VAN BUREN COUNTY

1. Team Leader
 - a) Name –Lieutenant Robert Kirk

2. Assistant Team Leader
 - a) Name – Detective/Sergeant Jim Dietz

3. Third Alternate Contact Person if applicable
 - a) Name – Sergeant Scott Schmitt

4. Governing Department and contact person
 - a) Name – UnderSheriff Bryan Stump

Call out procedure:

- a) Contact Van Buren County Central Dispatch at 1-269-657-3101. Central Dispatch will make the necessary contacts to activate the request for the team response.

Documentation of activation & After Action Report

Upon completion of activation, the tactical team commander having jurisdiction will complete the Activation/After Action Report that details all pertinent information concerning the critical incident. Upon the first available opportunity to do so, the tactical team commanders, along with commanders of other agencies involved in the incident, will conduct an after action review of the critical incident activation. The purpose of this review is to provide a forum for sharing information and intelligence specific to a particular incident, identify tactics, systems and other facets that were effective or need improvement, in an on-going commitment to improvement.

Periodic Policy Review

This Regional Response Plan will be annually reviewed and, when necessary, updated. Changes, amendments or the implementation of new and/or existing policy during the year may occur with the approval of all parties represented by this policy. A copy of this document will be maintained with the Region 5 Homeland security Board Chair or his/her designee.

The Remainder of This Page Intentionally Left Blank

Allegan County SWAT	Title	Date
Barry County SRT	Title	Date
City of Battle Creek SWAT	Title	Date
Berrien County Sheriff's Office TRU	Title	Date
Cass County Warrant Service Team	Title	Date
Kalamazoo Public Safety SWAT	Title	Date
City of Niles SRT	Title	Date
St. Joseph County SRT-SWAT	Title	Date
Van Buren County Tactical Team	Title	Date



Commission Agenda Report

Date: **06/15/15**

Item **F3**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Anderson, and City Commissioners

FROM: James K. Ritsema, City Manager
Reviewed by: Jeffrey Hadley, Public Safety Chief
Prepared by: Karianne Thomas, Deputy Chief

DATE: June 4, 2015

SUBJECT: Advanced Life Support Service Provider Amendment

RECOMMENDATION

It is recommended that the City Commission approve an amendment to the contract with Life EMS, 517 E. North St, Kalamazoo, Michigan 49007, and authorize the City Manager to sign the MOU.

BACKGROUND

The Kalamazoo City Commission designated Life EMS as the City's Advanced Life Support Service provider for a period of four (4) years in August of 2014.

Representatives from the cities of Kalamazoo and Parchment and the Townships of Oshtemo and Cooper have been working together, since mid-2013 to develop a process for securing a high quality emergency ambulance service to serve our respective communities. Through this intergovernmental collaboration, a competitively bid, non-subsidized joint EMS contract has been developed. For the City of Kalamazoo, this contract, titled the Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA) was approved in August of 2014

As a result of discussions with all the KVIAA partners as well as review of the Kalamazoo County Medical Control Authority (KCMCA) EMT requirements, the request is made to allow an amendment to the existing KVIAA contract. The amendment would be as follows:

(Section IIIB paragraph 6) The KVIAA participating local governments believe that two, well-qualified paramedics best serve critical patients. Therefore, the Contractor shall assure that at least 80% of all scheduled unit hours, averaged over a 7 day timeframe, be staffed by two paramedics. Up to 20% of scheduled unit hours may be staffed with a single, highly experienced and qualified paramedic and a state of Michigan licensed EMT meeting KCMCA EMT requirements."

This change allows Life EMS to put additional ALS units in service quickly during peak call times, resulting in decreased response times to medical emergencies.

COMMUNITY RESOURCES CONSULTED

Public Safety joined with other local municipalities to participate in the Advanced Life Support Service Provider proposal in keeping with the City philosophy of promoting intergovernmental cooperation to obtain efficiencies and service enhancements. KVIAA continues to work closely with the Kalamazoo Medical Control Authority to provide excellent emergency medical care in Kalamazoo County.

FISCAL IMPACT

There are no financial impacts for making the adjustment to the contract and all other provisions apply.

ALTERNATIVES

The Kalamazoo City Commission could choose not to amend the proposal which would affect the other KVIAA partners as well. Additionally the Kalamazoo City Commission could choose to establish a City owned EMS system, which would require the addition of at minimum 15 personnel and two Advanced Life Support Ambulances.

ATTACHMENTS

Memorandum of Understanding

**Kalamazoo Valley Intergovernmental Ambulance Agreement
(KVIAA)**

Memorandum of Understanding #2015-01

Date: 5-12-2015

To: KVIAA Municipalities and City of Kalamazoo Purchasing Manager

From: Life EMS Ambulance

Re: Requirements for EMT's operating on KVIAA ALS contractor ambulances

Scope: KVIAA participating local governments and Life EMS ambulance operating under the KVIAA contract effective November 1st, 2014.

Rationale: The intent of the original language found in section IIIB of the KVIAA contract was to ensure that EMT's operating on KVIAA qualified ambulances were of the highest quality both in knowledge and skills. As the existing KVIAA contractor, Life EMS Ambulance identified that the current KVIAA contract language located in section IIIB, paragraph 6, requiring EMT's to be "currently enrolled and in good standing in an approved paramedic-training program" adds burdensome complexity to appropriately hiring, maintaining, and retaining qualified full-time personnel. The KVIAA consortium and ambulance contractor recognize the beneficial and valuable role that qualified and trained EMT's serve in the pre-hospital healthcare system regardless of their intent to pursue paramedic level education, and agrees to amend the existing contract language in section IIIB paragraph 6 of the KVIAA contract as follows.

Addendum: "The KVIAA participating local governments believe that two, well-qualified paramedics best serve critical patients. Therefore, the Contractor shall assure that at least 80% of all scheduled unit hours, averaged over a 7 day timeframe, be staffed by two paramedics. Up to 20% of scheduled unit hours may be staffed with a single, highly experienced and qualified paramedic and a state of Michigan licensed EMT meeting KCMCA EMT requirements."

It is understood that this memorandum of understanding #2015-01 supersedes any previous communication addressing the aforementioned issue.

Date: _____
City Manager of Kalamazoo: James Ritsema

Date: _____
Cooper Township Supervisor: Jeff Sorenson

Date: _____
City of Parchment Mayor: Robert B. Heasley

Date: _____
Oshtemo Township Supervisor: Libby Heiny-Cogswell

Date: _____
Life EMS President: Mark Meijer



Commission Agenda Report

City of Kalamazoo

Date: **06/15/15**

Item **F4**

TO: Mayor Hopewell, Vice Mayor Anderson and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed By: Laura Lam, CP&D Director
Prepared By: Pete Eldridge, Project Coordinator

DATE: June 4, 2015

SUBJECT: Kalamazoo Promise 10th Anniversary – Community Special Event Sign

RECOMMENDATION

It is recommended that the City Commission approve a request from Adams Outdoor Advertising to display a community special event sign for the 10th anniversary of the Kalamazoo Promise, on the south side of the Radisson Plaza Hotel parking structure, from July 15 to November 30, 2015.

BACKGROUND

Adams Outdoor Advertising is a member of the Kalamazoo Promise 10th Anniversary Committee and will fabricate and install the 40 foot by 50 foot banner promoting the 10th anniversary of the Kalamazoo Promise on the south wall of the parking structure. Adams has indicated that Greenleaf Hospitality, the owner of the parking structure, has already granted permission for this banner.

Chapter 9, Division 4, Section 9-71 of the City Code addresses Community Special Event signage. It states that there is no permit required for a Community Special Event sign, only approval by the City Commission.

The City Commission approved requests for similar community special event signs in 2005 (Chihuly in Kalamazoo Exhibit) and 2008 (Spared from the Storm: New Orleans Art Exhibit) for the KIA. In both situations, the same south side of the Radisson Plaza Hotel parking structure was utilized for the large banner. The previous banners were also of a similar size to what is being proposed by Adams Outdoor Advertising. At the time of the prior approvals, it was the opinion of the Community Planning & Development Department and the City Attorney's Office that the uniqueness of the event, and its potential to positively impact the community, allowed the banners to be treated as Community Event Signs. The Kalamazoo Promise has substantially enhanced the greater Kalamazoo community from an educational and economic

~~standpoint over the last ten years.~~

COMMUNITY RESOURCES CONSULTED

There were no other community resources consulted. The information will be shared with the Downtown Design Review Committee.

FISCAL IMPACT

None

ALTERNATIVES

The alternative is to deny the request by Adams Outdoor Advertising to display the sign. However, the Community Planning & Development Department recommends that the request be granted in order to support and promote the Kalamazoo Promise 10th Anniversary celebration.

ATTACHMENTS

Request Letter

We'll be here *TO-MORROW* to back up what we say *TO-DAY*



Laura Lam, Director
Community Planning and Development
City of Kalamazoo
415 Stockbridge Avenue
Kalamazoo, MI 49007

May 22, 2015

Re: Community Event Signage Request

Dear Ms. Lam:

The Kalamazoo Promise is celebrating its 10th anniversary this year, and as part of the celebration, the Kalamazoo Promise 10th Anniversary Committee, or which Adams Outdoor is a member, would like to display a large format sign in the community. The sign will announce a picnic in Bronson Park on August 15th, a formal reception in November at the Radisson, as well as a general message celebrating 10 years of the Kalamazoo Promise. The request is to display this sign from mid-July through November.

This letter is to formally request permission to affix this temporary sign on the south facing brick wall of the Radisson Parking Ramp through the Community Special Event Signage section of Chapter 9 of the Kalamazoo City Code. This sign will be made of vinyl and will be approximately 40' wide by 50' tall, and will utilize an existing aluminum frame. Greenleaf Hospitality, who operates the Radisson Hotel, has given permission to the Kalamazoo Promise to utilize the space. Adams Outdoor will be installing the sign for the Kalamazoo Promise.

Please let us know if you need any additional information.

Truly,

A handwritten signature in black ink, appearing to read 'David Alsvig'.

David Alsvig, General Manager
Adams Outdoor Advertising



Commission Agenda Report

Date: **06/15/15**

Item **F5**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Anderson and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: May 18, 2015

SUBJECT: Fireworks Display Application

RECOMMENDATION

It is recommended that the City Commission approve a request from the Kalamazoo Growlers to publicly display fireworks at Homer Stryker Field on June 19, June 26, July 4, July 17, and October 17, 2015.

BACKGROUND

Pursuant to State law, the Kalamazoo Growlers, through its pyrotechnic operator has submitted an application for a permit to publicly display fireworks at Homer Stryker Field, located at 251 Mills Street. On May 18th the City Commission approved fireworks displays at this location for May 29th and June 12th. At this time the Growlers are requesting approval for display dates that cover the remainder of the year. The Department of Public Safety has reviewed the request, and Fire Marshal Jim Williams has endorsed the application. Also, the required insurance certificate has been provided naming the City of Kalamazoo as additionally insured by the pyrotechnic operator.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

There is no budgetary impact.

ALTERNATIVES

The City Commission could deny the request. However, staff review indicates the request meets all city approval requirements.

ATTACHMENTS

None



Commission Agenda Report

Date: **06/15/15**
Item **F6**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Anderson, and City Commissioners

FROM: James K. Ritsema, City Manager
Prepared by: Sean Fletcher, Parks & Recreation Director

DATE: June 3, 2015

SUBJECT: Accept Donation from William Johnston for Summer Youth Employment and Approve Memorandum of Understanding

RECOMMENDATION

It is recommended that the City Commission accept a grant from William D. Johnston in the amount of \$50,000.00 in support of the 2015 Summer Youth Employment Program (SYEP) and approve a memorandum of understanding with the Kalamazoo Regional Education Service Agency (KRESA) to operate the Summer Youth Employment Program in the amount of \$203,208.00 and ask the City Manager to sign all related documents.

BACKGROUND

The goal of the Summer Youth Employment Program is to provide jobs to youth ages 14-17, with accessible and appropriate opportunities for them to start building skills to establish themselves as productive members of our workforce.

The City has contracted with KRESA for a number of years to operate the Summer Youth Employment Program. The 2015 Memorandum of Understanding is funded with an allocation \$153,208 from the City and will provide jobs for 110-120 youth. With the additional support of this \$50,000 donation we will be able to provide jobs for 30 more teens (up to 150 youth total).

COMMUNITY RESOURCES CONSULTED

This initiative has the support of the Kalamazoo Community Foundation, City of Kalamazoo Parks and Recreation, Kalamazoo Public Schools, Kalamazoo Regional Education Service Agency (KRESA), Youth Opportunities Unlimited, and various Neighborhood Associations/organizations and businesses.

FISCAL IMPACT

This action will provide additional funding to employ 30 additional youth with no impact on City resources.

ALTERNATIVES

The Commission may choose not accept the gift and not employ the additional youth. This alternative is not recommended.

ATTACHMENTS

Memorandum of Understanding

**Memorandum of Understanding between the City of Kalamazoo Parks and Recreation Department
and Kalamazoo Regional Educational Service Agency, Youth Opportunities Unlimited**
(June 1, 2015)

The City of Kalamazoo, Parks and Recreation Department will provide funding for and the Kalamazoo Regional Educational Service Agency (KRESA), Youth Opportunities Unlimited (YOU) will provide summer employment and training opportunities to youth. This letter serves as an agreement between KRESA /YOU and the City of Kalamazoo (City).

All services will be provided in accordance with the following terms:

1. A Purchase Order will be issued by the City of Kalamazoo to KRESA in the amount \$203,208.00. This is the maximum contractual amount of funding for the Summer Youth Employment Program, which the City agrees to pay. Any unused funds will be returned to the City.
2. Upon receiving an invoice the City will make three payments to KRESA, one in July, one in August and the final payment will be due at the completion of the program.
3. The persons employed for this program are employees of KRESA/YOU; they will not be employees of the City of Kalamazoo.
4. The budget amount of \$203,208.00 will support the hiring of approximately 140-150 youth between the ages of 14 - 17 to be placed in various neighborhoods, various locations throughout the City, and non-profit organizations.
5. Work will be identified by and conducted in the Northside, Eastside, Edison, and Oakwood neighborhoods.
6. Additional work may be identified by the City and YOU and conducted within the Kalamazoo Public School District.
7. The aforementioned neighborhoods will set priorities with crew leaders and KRESA/YOU staff. City Parks staff will determine if any work will be performed on and in City Parks.
8. Youth will be scheduled to work from July 1, 2015 through August 12, 2015. KRESA/YOU Crew leaders and SYEP Coordinator will be employed from approximately June 1, 2015 through August 21, 2015. YOU staff will be employed with the project from approximately May 11, 2015 – August 28, 2015.
9. Training modules with appropriate speakers will be developed and implemented as part of the summer work program. A schedule, topics to be discussed, number of sessions, and times of the training modules will be provided to the City.
10. The City and KRESA/YOU will work closely to determine the specificity of data to be collected and identify any special needs or requests.
11. KRESA/YOU will submit a final report on this project due 30 days after the end of the program. The report shall include a summary of expenditure of funds, program statistics, such as number of youth hired, number of crew leaders, participant demographics projects completed and a summary of all training conducted.

AGREEMENT

I/we hereby acknowledge and agree with the terms of this Memorandum of Understanding.

For the City of Kalamazoo

For Kalamazoo RESA/YOU

By:

By:

Date

Date





Commission Agenda Report

Date: **06/15/15**
Item **F7**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Anderson, and City Commissioners

FROM: James K. Ritsema, City Manager, ICMA - CM

Reviewed by: Sean Fletcher, Parks and Recreation Director *SF*

Prepared by: Patrick McVerry, Recreation Manager

DATE: June 3, 2015

SUBJECT: Grant Acceptance from the Michigan Health Endowment Fund

RECOMMENDATION

It is recommended that the City Commission accept funding from the Michigan Recreation and Park Association for \$4,900 to fund Fitness in the Parks program for two years.

BACKGROUND

The Department of Parks and Recreation has an ongoing objective to seek alternative funding for programming beyond City general fund dollars. This is the first year for the Fitness in the Parks program.

Fitness in the Parks will be held on Saturdays from June through August at various parks throughout the city. This will be a free program for participants.

COMMUNITY RESOURCES CONSULTED

The Parks and Recreation Five-year Strategic Master Plan identifies one of the six priorities as offering a wide variety of recreational program opportunities that are accessible, available, and affordable for all residents of the City.

FISCAL IMPACT

Funds for the Fitness in the Parks program are included in the Parks and Recreation 2015 Budget. With receipt of these grant dollars that will free up those funds to be used for youth development.

ALTERNATIVES

There is the alternative to not accept these funds, but this is not being recommended.

ATTACHMENTS

None

	<p>A business meeting of the Kalamazoo City Commission was held on Monday, June 1, 2015 at 7:00 p.m. in the City Commission Chambers at City Hall, 241 W. South Street.</p>
Roll Call	<p>COMMISSIONERS PRESENT: Mayor Bobby Hopewell Vice Mayor David Anderson Robert Cinabro Don Cooney Eric Cunningham Barbara Miller Jack Urban</p> <p>COMMISSIONERS ABSENT: None</p>
	<p>Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.</p>
Invocation	<p>The invocation, given by Pastor Nathan Dannison, First Congregational Church, was followed by the Pledge of Allegiance.</p>
Presentation on Riverside Cemetery Veterans Memorial Renovations	<p>Lorie Reed and Sharon Robbins, President and Council Director of the Westwood Garden Club, gave a brief presentation on renovations at the Riverside Cemetery Veterans Memorial. A concept plan and budget provided by Ms. Robins and Ms. Reed were filed with the papers for this meeting.</p>
Proclamation and Historic Preservation Awards of Merit	<p>Vice Mayor Anderson proclaimed May, 2015 <i>Historic Preservation Month</i>. Historic Preservation Coordinator Sharon Ferraro and Historic Preservation Commission (HPC) Co-Chair Curt Aardema received the proclamation. Mr. Aardema noted the City Commission had created the Kalamazoo Commission for Historical Preservation on June 1, 1965. Mr. Aardema announced the 2015 Historic Preservation Awards of Merit had been awarded to the following properties:</p> <p><u>Residential Property</u></p> <ol style="list-style-type: none"> 1. 315 West Lovell – Henry Gilbert House – 1888 2. 2421 Oakland – 1926 <p><u>Commercial/Institutional</u></p> <ol style="list-style-type: none"> 1. 1104 South Westnedge – Fire Station #6 – 1906 2. 1301 and 1305 South Westnedge – 1914
Adoption of the Agenda	<p>By unanimous consent the City Commission adopted its meeting agenda with the following changes:</p> <p>Vice Mayor Anderson requested that Item F-3, confirmation of the 2015 Assessment Roll, be moved from the Consent Agenda to the Regular Agenda.</p> <p>A citizen requested that Item F-2, purchase of powdered activated carbon, be moved from the Consent Agenda to the Regular Agenda.</p>

City Manager Ritsema reported the first meeting of the Blue Ribbon Revenue Panel had taken place earlier that day, and he announced the next meeting of the Panel would be on Monday, June 8th in Room 128a of the Kalamazoo Valley Community College Anna Whitten Building.

Consent Agenda items were presented as follows with a recommendation to approve the items and authorize for the City Manager to sign on behalf of the City:

- approval of a two-year contract extension with KAR Laboratories, Incorporated for analytical testing services for a total amount not to exceed \$135,000.00.
- adoption of a **RESOLUTION** approving the request of the Downtown Development Authority to levy a tax rate of 1.9638 mills.
- adoption of a **RESOLUTION** supporting the development of a non-motorized trail to connect the cities of Kalamazoo and Grand Rapids and the communities in between.
- adoption of a **RESOLUTION** designating the polling facility location for Precinct 12 to be used during the election on August 4, 2015 and for each election thereafter.
- adoption of the 2015 Region 5 Bomb Response Plan.
- acceptance of a grant in the amount of \$80,000 from the Irving S. Gilmore Foundation to rehabilitate former Public Safety Station 5 into a community resource center.
- approval of the minutes from the City Commission meetings on May 18, 2015.
- approval of a recommendation to hold until June 1, 2015 consideration of the purchase of 1310 Bank Street from Abundant Faith Church COGIC at a cost not to exceed \$130,000 for the expansion of the Kalamazoo Farmers' Market.
- approval of a recommendation to hold until June 1, 2015 consideration the sale of Eastern Hills Golf Course.

Commissioner Cinabro, seconded by Commissioner Cunningham, moved to approve the consent agenda requests and authorize the City Manager to sign on behalf of the City.

With a roll call vote this motion passed.

AYES: Commissioners Cinabro, Cooney, Cunningham, Miller, Urban, Vice Mayor Anderson, Mayor Hopewell

NAYS: None

Communications

Consent Agenda

Resolution 15-24

Resolution 15-25

Resolution 15-26

Regular Agenda

Regular Agenda items were considered next.

Purchase of Powdered Activated Carbon

When given an opportunity to comment on the purchase powdered activated carbon, the following people addressed the City Commission:

Rico Biasetti, President of Michigan Renewable Carbon (MRC), described the performance of MRC carbon and the sustainable processes and local sourcing used to create MRC carbon.

Vice Mayor Anderson, seconded by Commissioner Urban, moved to approve a two-year contract with Omni Materials, Incorporated to purchase powdered activated carbon in the amount of \$1,760,000.

Prior to a vote on the motion, and in response to a question from Vice Mayor Anderson, Jim Cornell, Superintendent of the Water Reclamation Plant, described the procurement process for powdered activated carbon.

In response to a question from Commissioner Cinabro, Mr. Cornell and City Manager Ritsema stated Mr. Biasetti's comments did not change the Administration's recommendation on this purchase.

Commissioner Urban questioned whether the result of the procurement process would have been different if the City had a state preference policy, and he wondered whether the City's purchasing policy should be modified.

Vice Mayor Anderson stated the question of a state preference policy was a topic for another conversation. Vice Mayor Anderson asked City Attorney Robinson whether the City would have any liability if the Commission awarded the contract to another vendor.

In response to a question from Vice Mayor Anderson, City Attorney Robinson stated there was no binding contract in place, so there would be no legal consequences if the City Commission awarded the contract to someone other than the low bidder. However, City Attorney Robinson advised of practical consequences that might arise for future procurement processes if the Commission created a precedent for disregarding its own policy.

Commissioner Cooney thanked the representatives from MRC for addressing the Commission but expressed support for awarding the contract to Omni Materials.

Mayor Hopewell stated the City Commission needed to have a conversation about sustainability.

With a roll call vote this motion passed.

AYES: Commissioners Cinabro, Cooney, Cunningham, Miller, Urban, Vice Mayor Anderson, Mayor Hopewell

NAYS: None

Vice Mayor Anderson asked City Manager Ritsema to explain the 2015 Assessment Roll in plain language.

Resolution 15-27
Confirming the 2015
Assessment Roll

City Manager Ritsema stated the Assessment Roll set the property values on which property taxes were based. City Manager Ritsema explained taxable values could only go up 5% or the rate of inflation, which ever was lower.

An opportunity was given for citizens to comment on the 2015 Assessment Roll, but no comments were offered.

Commissioner Cooney, seconded by Commissioner Urban, moved to adopt a **RESOLUTION** confirming the 2015 Assessment Roll.

With a roll call vote this motion passed.

AYES: Commissioners Cinabro, Cooney, Cunningham, Miller, Urban, Vice Mayor Anderson, Mayor Hopewell

NAYS: None

City Attorney Robinson delivered a PowerPoint presentation entitled, *Amendments to the Freedom of Information Act, 2014 Public Act 563: A Presentation to the City Commission June 1, 2015*. A copy of the slides for this presentation was included with the papers for this meeting.

Resolution 15-28
Approving a New
Freedom of Information
Act Policy and
Repealing the Existing
FOIA Policies

When an opportunity was given for citizens to comment on a resolution enacting changes to City Commission policies so as to be compliant with legislative changes in the Freedom of Information Act (FOIA), the following people addressed the City Commission:

Monica Westover, non-resident, spoke about past FOIA requests she had made that remained unanswered.

Zachary Lassiter, City resident, stated the Michigan Protection and Advocacy Service was the organization that had lobbied for the "non-profit organization" fee waiver in the new FOIA. Mr. Lassiter spoke about the benefits of making data available online and encouraged the City to pursue an open data policy.

Nehemiah Saidder, City resident, spoke in favor of the proposed resolution. Mr. Saidder stated improvements to FOIA laws

Commissioner Urban, seconded by Commissioner Cooney, moved to adopt a **RESOLUTION** enacting the following changes to City Commission policies so as to be compliant with legislative changes in the Freedom of Information Act (FOIA) which become effective July 1, 2015: 1) approving revised City Commission Policy # 45.1 (FOIA Procedures & Guidelines); 2) repealing existing City Commission Polices ## 45.1 (FOIA Charges), 45.2 (Procedures for Processing Release of Public Records) and 45.4 (FOIA Appeals) along with Resolutions 97-54, 97-54a, and 08-89; and 3) approving the proposed *Written Public Summary of FOIA Procedures & Guidelines*.

Resolution 15-28
Approving a New
Freedom of Information
Act Policy and
Repealing the Existing
FOIA Policies (cont'd)

Prior to a vote on the motion, Commissioner Miller thanked the City Attorney for his work and noted Kalamazoo's policy was being used as a model for the rest of the state.

With a roll call vote this motion passed.

AYES: Commissioners Cinabro, Cooney, Cunningham, Miller, Urban, Vice Mayor Anderson, Mayor Hopewell

NAYS: None

City Manager's Report

City Manager Ritsema announced the creation of a webpage at www.kalamazoo.org/revenue-panel where citizens could get information on the work of the Blue Ribbon Revenue panel, provide input, and ask questions.

In response to a question from Mayor Hopewell, City Manager Ritsema stated the City was recording the Revenue Panel meetings, and the recordings would be available for viewing from the City's website.

Citizen Comments

Next, an opportunity was given for general citizen comments.

Dana Underwood, City resident, spoke about the powdered activated carbon purchase and the importance of buying locally.

Monica Westover, City resident, spoke about a woman who was stalking her and Public Safety Officers who had harassed her.

Sarah Hoisington, City resident, introduced herself as the new Executive Director of the Stuart Area Restoration Association (SARA) and invited people to the SARA neighborhood yard sale on June 13th.

Jodi Dozeman, non-resident, offered remarks on the fact that her apartment complex did not allow residents to use medical marihuana. Information provided by Ms. Dozeman was filed with the papers for this meeting.

Tim Graham, City resident, discussed the need to identify new, recurring revenue sources and stated the upcoming Municipal Election should focus on this issue. Mr. Graham also commented on the need to strengthen the local economy.

Frank Warren, City resident, thanked the City for making improvements to the Korean War Memorial in Bronson Park. Mr. Warren encouraged people to contribute to the Riverside Cemetery Veterans' Memorial endowment fund.

Richard Stewart, City resident, stated there would be some great City Commission candidates for the 2015 Municipal Election. Mr. Stewart spoke about what he would have done differently regarding the expansion of the Downtown Design Review District. Mr. Stewart commented on the revised Abandoned Residential Structure ordinance that was being developed.

Chris Mbah, City resident, asked the City Commission to define what it meant by "intentional engagement." Mr. Mbah stated the City Commission was not authentic and therefore not trustworthy.

Zachary Lassiter, City resident, stated the City Commission had defined "intentional engagement" at its May 18th meeting. Mr. Lassiter expressed support for a pilot project to encourage bicycling into downtown but stated it was difficult to walk to the downtown area in the winter when property owners did not remove snow from their sidewalks.

Nehemiah Saiddler, City resident, spoke about civil rights activists who had died. Mr. stated the three qualities needed for trust were truth, honesty, and openness.

Cody Dekker, City resident, spoke about how people addressing the Commission were frustrated. Mr. Dekker asked for more information about the procurement process and stated the City needed to consider environmental criteria in addition to cost. Mr. Dekker expressed support for open data. Mr. Dekker asked when citizens would be able to have a back-and-forth discussion with the City Commission.

Finally, an opportunity was given for miscellaneous comments and concerns of City Commissioners.

Commissioner Urban commented on the first meeting of the Blue Ribbon Revenue Panel, the need for the City Commission to uphold its policies, and the status of incentives as tax expenditures.

Commissioner Cinabro expressed an interest in exploring a state or national preference policy.

Commissioner Cooney thanked the City Manager for creating balanced membership on the Blue Ribbon Revenue Panel and commented on the importance of the Panel's work. Commissioner Cooney expressed support for looking at the City Commission's Purchasing Policy with the idea of finding ways to leverage the City's purchasing power to influence community goals like employment and sustainability.

Mayor Hopewell expressed support for reviewing the City Commission's Purchasing Policy and stated the City's Information Technology Director was looking at the idea of open data along with other technology improvements.

The meeting adjourned at 9:02 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

Citizen Comments
(cont'd)

Commissioner
Comments

Adjournment

For City Commission approval on June 15, 2015

Approved by: _____

Bobby J. Hopewell, Mayor

Dated: June 15, 2015

This page was left blank intentionally.



Commission Agenda Report

Date: **06/15/15**

Item **G1**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Anderson, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Prepared by: Jeff Chamberlain, AICP, Deputy City Manager

DATE: May 27, 2015

SUBJECT: Purchase of 1310 Bank Street

RECOMMENDATION

It is recommended that the City Commission approve the purchase of 1310 Bank Street from Abundant Faith Church COGIC at a cost not to exceed \$130,000 for the expansion of the Kalamazoo Farmers' Market.

BACKGROUND

As part of the Farmers' Market long term plan it has been anticipated that major improvements will occur to the facility within the next couple of years. Earlier this year the owner of the adjacent property at 1310 Bank Street indicated their willingness to sell their property. The property at 1310 Bank Street is a large brick and concrete building with a newer pole barn-style garage attached to the rear. The building was originally constructed as a bowling alley and was then used by MRC industries for many years. It suffered some damage in 2008 due to a flood and the Abundant Faith Church purchased the property in 2011 and has occupied it since.

In January of this year the Church entered into an Option to Purchase with the Kalamazoo County Land Bank Authority for the purchase price of \$130,000. This was done to expedite the process and to secure the potential purchase rights to the property. The Land Bank Authority has agreed to assign the Option to Purchase to the City of Kalamazoo. The purchase price of \$130,000 is below the former Fair Market Value assigned by the City Assessor and below a recent Broker's Opinion obtained on the property.

The City sees the property at 1310 Bank Street as a key opportunity to expand the Farmers Market. After the purchase is completed, a more detailed review of the building's potential use will be undertaken to determine if the building and garage will be used by the Farmers' Market (possibly for indoor market space), or if the building will be demolished to make room for additional Farmers' Market facilities.

COMMUNITY RESOURCES CONSULTED

A Farmers Market Master Plan was completed in 2012 which calls for extensive improvements to the Market. With ever-increasing activity at the market, this property acquisition allows for additional improvements and expansion.

FISCAL IMPACT

Funds for planning, design and initial improvements to the Farmers' Market were budgeted in the 2015 Capital Improvements Program and these funds will be used for the purchase.

ALTERNATIVES

The City Commission could elect to not purchase this property. In that event the property would likely be sold to another party thereby limiting expansion possibilities for the Farmers' Market. It is recommended that the purchase be approved as presented.

ATTACHMENTS

Map
Purchase Agreement

Figure 1: 1310 BANK STREET



PURCHASE AGREEMENT

This Agreement is between Abundant Faith Word Church, a currently dissolved Michigan ecclesiastical non-profit corporation, whose registered address is 310 Cable Street, South Haven, Michigan, 49090 ("Seller"), and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("City").

Recitals:

A. The Seller owns a parcel of real property in the City of Kalamazoo at 1310 Bank Street, identified as Parcel No. 06-22-424-002. The parcel includes an approximate 28,000 square foot building (originally used as a bowling alley) and an approximate 3500 square foot accessory structure on approximately 2.15 acres ("Property").

B. The Property is located next to the Bank Street Farmer's Market; the parking lot on the Property frequently used to accommodate overflow parking for the Farmer's Market. The City has expressed a desire to purchase the Property from Purchaser as part of the future redevelopment options for the Farmer's Market.

C. The purchase of the Property is considered to serve the best interests of the City. Seller and the City desire to enter into this Purchase Agreement ("Agreement") for their mutual benefit under the following terms and conditions.

Therefore, Seller and City agree as follows:

1. RECITALS. The above recitals are acknowledged as correct, and are incorporated by reference into this paragraph.
2. DESCRIPTION OF THE PROPERTY. The Property is more particularly described in Exhibit A, attached as part of this Agreement. The Property includes the real estate, buildings, and appurtenances.
3. CONSIDERATION. The City agrees to purchase the Property from the Seller for the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) ("Purchase Price"), and other good and valuable consideration as set forth in this Agreement. Seller agrees to convey the Property by a warranty deed transferring title free and clear of all liens and encumbrances, but subject to items of record involving existing zoning ordinances, building and use restrictions, easements and reservations, to the City simultaneously upon receipt of the Purchase Price.

Seller entered into an Option to Purchase agreement with the Kalamazoo County Land Bank Authority on January 28, 2015 and Seller received \$10,000 in Option Funding. Seller agrees to assign Purchase Agreement to the City and to credit the \$10,000 Option Funding to the City against the purchase price.

4. TITLE INSURANCE. Seller shall obtain, at its expense, and provide to the within 15 days of the date Seller signs this Agreement, a commitment to issue an owner's title insurance policy insuring the City in the amount of the Purchase Price, with the standard printed exceptions and in the latest form approved by the American Land Title Association. The Title Commitment must show good and marketable title to the Property in Seller - subject only to easements and restrictions of record that are acceptable to the City in the reasonable exercise of its discretion and the satisfaction of the requirements set forth in the Title Commitment - and shall disclose no other easements, restrictions or encumbrances. Seller shall provide any surveys, affidavits and certificates required by the title insurance company if the City elects to have the title policy without exceptions or with additional endorsements. The City, however, is responsible for paying the added premium charged for a policy without exceptions and any such additional endorsements.

Seller agrees not to take any action between the time of execution of this Agreement and the closing that will cause any lien or encumbrance to the Property.

5. INSPECTION. From the date Seller has signed this Agreement until thirty (30) days after the City Commission approves it, the City and its agents, consultants, and designees ("Agents") may enter the Property during reasonable business hours - with minimal interruption of activities or business Seller conducts during those hours - to perform the inspections referenced in this Agreement ("Inspection Period"). The Inspection Period may be extended for an additional 30 days if necessary for the City to complete the Due Diligence Activities detailed below. Seller shall provide to the City, or make available for review by the City or its Agents, copies of any prior environment assessments, title commitments or surveys for the Property.

During the Inspection Period, the City may conduct all its investigations, including without limitation, site inspections, environmental investigations, title review, survey review, and other investigations it considers necessary (collectively "Due Diligence Activities"). City is under no obligation to purchase the Property or otherwise perform under this Agreement unless the City determines from its Due Diligence Activities, in its sole discretion, the Property is or will be, in all respects, suitable for its intended purposes. Before the expiration of the Inspection Period, the City will notify Seller that it has elected one of the following options: (i) accept the Property in its 'As Is' condition and proceed to closing; or (ii) extend the closing for 30 days under Paragraph 10; or (iii) terminate the Agreement. If the City elects to terminate the Agreement, the

parties shall have no further rights or obligations under the Agreement. If the City, however, fails to give Seller timely notice it waives the right to terminate this Agreement under this Paragraph.

The City shall have the right to enter and inspect the property and building within 48 hours of closing.

6. HOLD HARMLESS AND INDEMNIFICATION. The City agrees to indemnify, defend and hold harmless Seller including its officers, officials, agents and employees, from any loss relating to the Due Diligence Activities conducted by the City or its Agents on the Property pursuant to this Agreement. It is understood, however, that the City retains all rights it has to assert governmental immunity regarding any loss asserted against Seller or City from the City's Due Diligence Activities.

A loss means any amount for which Seller is legally responsible, including judgments, settlements, fines, injunctive relief, damages and expenses for defending against a claim for loss. Those expenses include actual fees and costs for and incurred by attorneys, expert witnesses and other advisors retained by Seller. A loss may arise from property damage or bodily injury, and includes incidental, direct or consequential damages, regardless of the theory of recovery.

Seller will notify the City within a reasonable time when it knows that a claim for loss is asserted against Seller for which The City may be liable to pay. The parties will cooperate with each other in good faith on any claim for loss.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to the City, now and through the closing date, as follows:

A. To the best of its knowledge, there are no claims, legal proceedings or investigations by governmental entities relating to the Property.

B. If any agreements, contracts, or leases, written or oral, relating to the Property other than this Agreement exist they must be released on or before time of closing by the Seller.

C. There is no pending or proposed special assessment or improvements affecting any part of the Property. Seller has not contracted for the furnishing of labor or materials to the Property which would give rise to a claim of lien before or after the closing.

D. Seller has full right, power and authority to enter into this Agreement and transfer the Property to the City according to the terms of this Agreement. The person signing the Agreement is authorized to do so.

E. It has good and marketable fee simple title to the Property, free and clear of any and all liens and other encumbrances other than exceptions to title approved or waived by the City. Any liens or encumbrances must be released on or before closing by the Seller.

F. It will cooperate with the City and the title company to the extent necessary to permit the title company to issue a comprehensive endorsement or those endorsements desired by the City.

G. Between the date it signs this Agreement and closing it will continue to operate the Property in the ordinary course of business and maintain the Property in good condition and repair.

8. CONTINGENCIES. The obligation of the City to close the purchase of the Property is contingent upon:

A. City's reasonable satisfaction with the results of any of the Due Diligence Activities it or its Agents conducted.

B. All representations and warranties of Seller set forth in this Agreement remain true as of the closing date.

C. Seller timely performed its obligations by the date of closing.

D. The City Commission has approved this Agreement and authorized the City Manager to sign it and any other necessary documents to complete the transfer of the Property

If any contingency is not satisfied by the date of closing, including any extension permitted under Paragraph 10, then the City may terminate this Agreement by notice to Seller and accordingly the parties shall have no further rights or liabilities.

9. ENVIRONMENTAL ASSESSMENT. During the Inspection Period, the City may, at its own expense and for its own benefit, conduct all appropriate inquiry within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, ("Act 451"). If such inquiry identifies the Property as a facility, the City may elect to complete and submit a Baseline Environmental Assessment ("BEA") to the Michigan Department of Environmental Quality ("MDEQ") as provided under Act 451, and if the City elects to file a BEA, it shall also maintain on file a Due Care Plan.

10. CLOSING. Parties agree to make a good faith effort to close on or before June 30, 2015. However, the closing shall occur no later than within 30 days of the date the Inspection Period expires at the office of the company issuing the Title Commitment, unless the parties agree upon another more convenient

location. However, either party shall have the right to extend the closing date for an additional 30 days to complete necessary Due Diligence Activities, to cure any defect in the title commitment or from any survey of the Property, or to satisfy any contingency.

The City shall prepare the warranty deed conveying the Property to it. Each party shall pay the routine closing costs normally charged, respectively, against a seller (Seller) and a buyer (City), except each party will equally share the fee charged by the title company for conducting the closing.

11. POSSESSION. The City shall be entitled to sole and exclusive possession upon payment of the Purchase Price and receipt of the warranty deed to the Property.

12. TAXES, SPECIAL ASSESSMENTS, UTILITIES. The real estate taxes levied against the Property for 2015 shall be prorated to the date of closing. Seller is responsible to pay any delinquent taxes against the Property. If there are any special assessments against the property those shall also be prorated to the date of closing, with any delinquent installments satisfied by Seller at closing.

The Seller is responsible for ensuring all utility bills are paid in full prior to closing.

13. ENVIRONMENTAL CONCERNS. The City, having the opportunity to conduct Due Diligence Activities regarding the Property, accepts the Property in "AS IS" condition. Seller makes no representations regarding environmental hazards or liabilities on or relating to the Property.

14. SURVEY. The City may obtain a survey of the Property. That survey and any survey provided by Seller collectively means "Survey". If the City finds any defects shown in the Survey during the Inspection Period, the City shall use the process set forth in Paragraph 5.

15. TIME IS OF THE ESSENCE. The parties agree that in all matters relating to this Agreement, time is of the essence.

16. CONDEMNATION, FIRE, OR OTHER CASUALTY. If to closing any portion of the Property is damaged by fire, natural elements, or other casualties or causes beyond the control of Seller that cannot be repaired by closing; or any portion of the Property is taken under eminent domain, then by notice to the other party within 15 days:

A. Either party may terminate this Agreement; or

B. The City may elect to proceed to closing, agreeing to take the Property in its then-current condition, in which case the City is entitled to

receive the condemnation or insurance proceeds payable as a result of the condemnation or the damage as it solely relates to the Property. Seller shall assign its rights to those proceeds to the City at closing.

Each party shall notify the other of any changes in the address for the receipt of notices.

17. Miscellaneous.

A. This Agreement shall bind and benefit the City, Seller and their respective successors or assigns.

B. This Agreement may not be amended, altered or modified unless done in writing and signed by representatives of the parties who are so authorized.

C. This Agreement may be signed in counterparts, which together shall comprise a single agreement.

E. The representations, warranties, and provisions that require performance subsequent to closing set forth in this Agreement shall survive the closing.

F. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

G. This Agreement and the exhibits to this Agreement contain all of the representations and statements by the City and Seller to one another and express the entire understanding between them with respect to the Property. All prior and contemporaneous communications, specifically including prior offers, counter-offers, or addendums exchanged by the parties concerning the purchase and sale of the Property, are merged in and replaced by this Agreement.

H. Except for Sundays, Seller will continue to permit patrons of the Farmers Market to park free on parking lot on the Property during 2015 season.

I. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.

J. Seller agrees leave in place all fixtures, HVAC systems, electrical systems, plumbing systems, floor coverings and window coverings.

K. Seller agrees to remove all rubbish, trash, vehicles, vehicle parts and vehicle fluids from property prior to closing.

18. NOTICES. Any notice or other communication required under this Agreement shall be in writing, signed by an authorized representative, and delivered either (i) in person, or (ii) by certified or registered mail, with return receipt requested, or (iii) by a recognized overnight or daytime courier, or (iv) first class mail, with proper postage or charges fully prepaid, and properly addressed to the following:

Seller: Abundant Faith Word Church
Attn: Amere May, Sr.
310 Cable Street
South Haven, MI 49090

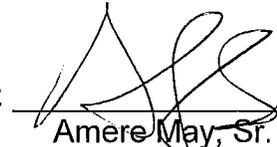
with copies to:

City: City of Kalamazoo
ATTN: City Manager
241 West South Street
Kalamazoo, MI 49007

w/copies to the City Attorney at above address

Dated: 5.24, 2015

Abundant Faith Word Church

By: 
Amere May, Sr.
Its: Senior Pastor

Dated: _____, 2015

City of Kalamazoo

By: _____
James K. Ritsema
Its: City Manager

Prepared by:
John W. Kneas
Assistant City Attorney
241 W. South Street
Kalamazoo, MI 49007-4707 K:Attydocs\JOHN\PurchaseAgmt.-AbundantFaith 05/16/15

EXHIBIT A

Legal Description

A parcel of land situated in the Southeast quarter of Section 22, Town 2 South, Range 11 West, City of Kalamazoo County of Kalamazoo, Michigan, more particularly described as follows: Commencing at the Northwest corner of "Outlot B" of the "South Side Improvement Company's Addition" as recorded in Liber 5 of Plats on Page 39 as found in the office of the Register of Deeds for Kalamazoo County, Michigan; thence Westerly 8.25 feet along the Northerly line of said "South Side Improvement Company's Addition" to the Westerly line of Bank Street as recorded in Liber 568 of Deeds on Page 427 as found in the Office of the Register of Deeds for Kalamazoo County, Michigan; thence North 260.40 feet as measured along the Westerly line of said Bank Street to the Southerly line of property conveyed to the City of Kalamazoo, by Peter VanderMeer and Esther VanderMeer; thence Southwesterly 356.45 feet along the Southerly line of said property conveyed to the City of Kalamazoo, by Peter VanderMeer and Esther VanderMeer to the Easterly right of way of the New York Central Railroad (formerly the Lake Shore and Michigan Southern Railroad); thence Southwesterly 260.0 feet along the Easterly line of said railroad right of way to the Northerly line of the "Assessors' Plat of South Side Annex" as recorded in Liber 9 of Plats, on Page 3 as found in the Office of the Register of Deeds for Kalamazoo County, Michigan; thence Easterly 429.75 feet along the North line of said "Assessor's Plat of Plat of South Side Annex" and the North line of said "South Side Improvement Company's Addition" to the place of beginning. Excepting and reserving from the above described parcel the Westerly 33.0 feet.

Described on tax roll as: Part of the Southeast 1/4 of Section 22, Town 2 South, Range 11 West, commencing at the north line of the Assessor's Plat of South Side Annex, as recorded in Liber 9 of Plats, Page 3, Kalamazoo County Records, and the east right-of-way line of the former New York Central Railroad; thence Northeasterly 260 feet along the east right-of-way line; thence easterly 356.45 feet to a point 41.25 feet West of the extension North of the center line of Outlot B of the South Side Improvement Company's Addition, as recorded in Liber 5 of Plats, Page 39; thence South 260.40 feet to the north line of the South Side Improvement Company's Addition; thence West 429.75 feet along the north line of the South Side Improvement Company's Addition and the north line of the Assessor's Plat of South Side Annex to the point of beginning, excluding the Westerly 33 feet.

Also known as 1310 Bank Street, Kalamazoo, Michigan



Commission Agenda Report

Date: **06/15/15**

Item **G2**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Anderson, and City Commissioners

FROM: James K. Ritsema, City Manager
Prepared by: Jerome R. Kisscorni, Assistant City Manager/Economic
Development Director

DATE: June 10, 2015

SUBJECT: Sale of Eastern Hills Golf Course

RECOMMENDATION

It is recommended that the City Commission approve for first reading acceptance of an offer to sell Eastern Hills Golf Course to JTM Management, Inc. for a purchase price of \$2.19 million and authorize the City Manager to sign the purchase agreement and all appropriate documentation. (Hold over to June 15, 2015)

BACKGROUND

Over the past 7-10 years the golf business has been challenged to remain profitable. The business is suffering from an exodus of players, and course closings. The number of U.S. golfers has dropped 24 percent from its peak in 2002. In 2013 alone the game lost 1.1 million players. The total inventory of U.S. courses has dropped each year since 2006, and the decline has accelerated the past four years, with an average of 137 closings since 2011.

The city golf courses have not been immune from a golf industry that has too many golf courses and too few golfers. Since 2002 the number of rounds played at Milham & Eastern Hills has dropped 43 percent. The golf courses cannot maintain positive cash flow to cover both current operational and debt service cost.

The sale of Eastern Hills Golf Course would allow the Kalamazoo Municipal Golf Association (KMGA) to pay off all debt on the golf courses, approximately \$1.7 million, and establish a Capital Improvements fund with the net proceeds from the sale for use at Milham and Red Arrow golf courses.

COMMUNITY RESOURCES CONSULTED

At their May 21st Board meeting the KMGA recommended accepting the Sales Agreement for the purchase of Eastern Hills Golf Course from JTM Management, Inc., for \$2.19 million --- only with the provision that the net excess, after payment of KMGA

debt and closing costs, be placed into a KMGGA capital expenditures account to be used for KMGGA capital improvements only, and not for operating expense.

FISCAL IMPACT

The Sale of Eastern Hills Golf Course will not affect the city general fund. It will allow the KMGGA to operate the remaining two golf courses within the city with no debt and tax exempt.

ALTERNATIVES

The City Commission could choose to subsidize the golf courses and see if the golf industry rebounds in the next 3 to 5 years.

City staff recommends against this option.

ATTACHMENTS

Purchase Agreement
Property Appraisal
Rounds Played Graph
KMGGA P&L

PURCHASE AGREEMENT

This Agreement is between JTM Management Inc., a Michigan corporation, whose address is 7105 Hidden Cove Place, Kalamazoo, Michigan, 49009 ("Purchaser"), and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("City").

Recitals:

A. The City owns two parcels of real property at 6075 East G. Avenue in Richland Township, Kalamazoo County, identified as Parcel Nos. 03-31-426-010 and 03-32-300-010, on which the City operates Eastern Hills Golf Course. The two parcels include a 27-hole golf course, club house, and accessory and storage structures on approximately 220 acres ("Property").

B. Purchaser has expressed a desire to purchase the Property from the City for a multi-phased mixed use commercial and residential project.

C. The sale of the Property is considered to serve the best interests of the City. Therefore, Purchaser and the City desire to enter into this Purchase Agreement ("Agreement") for their mutual benefit under the following terms and conditions.

Therefore, Purchaser and City agree as follows:

1. RECITALS. The above recitals are acknowledged as correct, and are incorporated by reference into this paragraph.
2. DESCRIPTION OF THE PROPERTY. The Property is more particularly described in Exhibit A, attached as part of this Agreement. The Property includes the real estate, buildings, and appurtenances, including the irrigation system. The purchase shall also include, through a Bill of Sale, the golf-related equipment, food and beverage equipment and the liquor license – the latter subject to the approval of the Michigan Liquor Control Commission – at Eastern Hills. The Bill of Sale shall be finalized and attached to this Agreement as Exhibit B prior to the Effective Date as defined in Paragraph 15.
3. CONSIDERATION. Purchaser agrees to purchase the Property from the City for the sum of Two Million One Hundred Ninety Thousand Dollars (\$2,190,000.00) ("Purchase Price"), and other good and valuable consideration as set forth in this Agreement. The City agrees to convey the Property by a warranty deed transferring title free and clear of all liens and encumbrances, but

subject to items of record involving existing zoning ordinances, building and use restrictions, easements and reservations, to Purchaser simultaneously upon receipt of the Purchase Price.

4. TITLE INSURANCE. The City shall obtain, at its expense, and provide to Purchaser within 15 days of the Effective Date or this Agreement, a commitment to issue an owner's title insurance policy insuring Purchaser in the amount of the Purchase Price, with the standard printed exceptions and in the latest form approved by the American Land Title Association. The Title Commitment must show good and marketable title to the Property in the City - subject only to easements and restrictions of record that are acceptable to Purchaser in the reasonable exercise of Purchaser's discretion and the satisfaction of the requirements set forth in the Title Commitment - and shall disclose no other easements, restrictions or encumbrances. The City shall provide any surveys, affidavits and certificates required by the title insurance company if Purchaser elects to have the title policy without exceptions or with additional endorsements. Purchaser is responsible for paying the added premium charged for a policy without exceptions and any such additional endorsements.

City agrees not to take any action between the time of execution of this Agreement and the closing that will cause any lien or encumbrance to the Property.

5. INSPECTION. Beginning on the Effective Date, Purchaser and its agents, consultants, and designees ("Purchaser's Agents") may enter the Property during reasonable business hours, and with minimal interruption of the golf course activities, to perform the inspections referenced in this Agreement. City shall provide to Purchaser, or make available for review by Purchaser or Purchaser's Agents, copies of any prior environment assessments, title commitments or surveys for the Property.

For ninety (90) days following the Effective Date ("Inspection Period"), Purchaser may conduct all its investigations, including without limitation, site inspections, environmental investigations, title review, survey review, and other investigations Purchaser considers necessary (collectively "Due Diligence Activities"). Before the expiration of the Investigation Period, Purchaser will notify the City itemizing the unacceptable conditions or matters ("Defects") relating to the Property ("Defect Notice"). Within 15 days of receipt of the Defect Notice, City will notify Purchaser whether it agrees to cure or is unable (or unwillingly given the circumstances of the Defect) to cure any of the Defects contained in the Defect Notice. Within 15 days of receipt of the City Response, Purchaser will notify the City that it has elected one of the following options: (i) waive the Defects and proceed to closing; or (ii) extend the closing for 60 days under Paragraph 10; or (iii) terminate the Agreement. If Purchaser elects to terminate the Agreement, the parties shall have no further rights or obligations under the

Agreement. If Purchaser, however, fails to give the City timely notice following receipt of the City Response, it waives the right to terminate this Agreement under this Paragraph.

6. INSURANCE AND LIABILITY TO CITY. Before Due Diligence Activities are conducted on the Property, Purchaser or Purchaser's Agents will provide the City evidence of a policy of commercial general liability insurance with limits of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage (\$1,000,000 CSL is also acceptable) with an insurance carrier acceptable to the City. This policy shall name "the City, its agents, officials and employees," as additional insureds and shall provide for 30 days' notice to the City if the policy is terminated or cancelled. Purchaser may provide insurance binders or insurance riders as evidence of the insurance coverage required by this paragraph.

Purchaser must pay the City for any loss the City incurs that is caused by Purchaser's or Purchaser's Agents' negligence or misconduct resulting from the Due Diligence Activities conducted on City Property. Purchaser is not responsible for any loss that is solely caused by the City, although the City retains all rights it has to assert governmental immunity.

A loss means any amount for which the City is legally responsible, including judgments, settlements, fines, injunctive relief, damages and expenses for defending against a claim for loss. Those expenses include actual fees and costs for and incurred by attorneys, expert witnesses and other advisors retained by the City. A loss may arise from property damage or bodily injury, and includes incidental, direct or consequential damages, regardless of the theory of recovery.

The City will notify Purchaser within a reasonable time when it knows that a claim for loss is asserted against the City for which Purchaser may be liable to pay. The parties will cooperate with each other in good faith on any claim for loss.

7. CITY'S REPRESENTATIONS AND WARRANTIES. The City represents and warrants to Purchaser, now and through the closing date, as follows:

A. To the best of its knowledge, there are no claims, legal proceedings or investigations by governmental entities relating to the Property.

B. There are no agreements, contracts, or leases, written or oral, relating to the Property other than this Agreement, except the contract with DM Golf to manage and operate the City's three golf courses, including the Property ("Management Agreement"). At closing the Management Agreement as it relates to the Property will be of no effect; any continued operation of the Property as a golf course facility is governed by Paragraph 18.

C. There is no pending or proposed special assessment or improvements affecting any part of the Property. City has not contracted for the furnishing of labor or materials to the Property which would give rise to a claim of lien before or after the closing.

D. After the Effective Date, City has full right, power and authority to enter into this Agreement and transfer the Property to Purchaser according to the terms of this Agreement. The person signing the Agreement is authorized to do so.

E. It has good and marketable fee simple title to the Property, free and clear of any and all liens and other encumbrances other than exceptions to title approved or waived by Purchaser.

F. It will cooperate with Purchaser and the title company to the extent necessary to permit the title company to issue a comprehensive endorsement or those endorsements desired by Purchaser.

G. Between the Effective Date and closing it will continue to operate the Property in the ordinary course of business and maintain the Property in good condition and repair.

8. CONTINGENCIES. The obligation of Purchaser to close the purchase of the Property is contingent upon:

A. Purchaser's reasonable satisfaction with the results of any of the Due Diligence Activities it or Purchaser's Agents conducted.

B. All representations and warranties of the City set forth in this Agreement remain true as of the closing date.

C. The City timely performed its obligations by the date of closing.

Subject to Purchaser's timely notice under Paragraph 5 to the City Response, if any contingency is not satisfied by the date of closing, including any extension permitted under Paragraph 11, then Purchaser may terminate this Agreement by notice to City and accordingly the parties shall have no further rights or liabilities.

9. ENVIRONMENTAL ASSESSMENT. During the Investigation Period, Purchaser may, at its own expense and for its own benefit, conduct all appropriate inquiry within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, ("Act 451"). If such inquiry identifies the Property as a facility, Purchaser may elect to complete and submit a Baseline Environmental Assessment ("BEA") to the Michigan

Department of Environmental Quality ("MDEQ") as provided under Act 451, and if Purchaser elects to file a BEA, Purchaser shall also maintain on file a Due Care Plan.

10. EARNEST DEPOSIT. As evidence of Purchaser's good faith in closing on this transaction it has deposited with the City \$20,000 as earnest money. If this Agreement is terminated through no fault of either party, the City will promptly process the refund of the earnest money to Purchaser. If Purchaser defaults, the City may retain the earnest money as liquidated damages; or it may retain the earnest deposit as part payment of the Purchase Price and pursue any legal and equitable remedies against Purchaser. Otherwise, at closing the earnest deposit shall be credited against the Purchase Price.

11. CLOSING. The closing shall occur within 30 days of the date the Inspection Period expires at the office of the company issuing the Title Commitment, unless the parties agree upon another more convenient location. However, either party shall have the right to extend the closing date for an additional 60 days to complete necessary Due Diligence Activities, to cure any Defect, or to satisfy any contingency.

The City shall prepare the warranty deed conveying the Property to Purchaser. Subject to Paragraph 21, each party shall pay the routine closing costs normally charged, respectively, against a seller (City) and a buyer (Purchaser), except each party will equally share the fee charged by the title company for conducting the closing.

12. POSSESSION. Subject to Paragraph 18, Purchaser shall be entitled to sole and exclusive possession upon payment of the Purchase Price and receipt of the warranty deed to the Property.

13. TAXES. The Property is currently exempt from the payment of taxes. Beginning with December 31 of the year in which Purchaser acquired the Property, Purchaser shall be responsible for the taxes, if any, levied against the Property.

14. ENVIRONMENTAL CONCERNS. Purchaser, having the opportunity to conduct Due Diligence Activities regarding the Property, accepts the Property in "AS IS" condition. The City makes no representations regarding environmental hazards or liabilities on or relating to the Property.

15. KALAMAZOO MUNICIPAL GOLF ASSOCIATION RECOMMENDATION AND CITY COMMISSION APPROVAL. Following submittal of this Agreement to Kalamazoo Municipal Golf Association for its recommendation, the approval by the Kalamazoo City Commission is required before this Agreement is effective and binding. The date that the City approves the Agreement is defined as the

“Effective Date.” If the recommendation and approval process is not completed within 60 days after Purchaser has signed this Agreement, then it is considered to have expired and of no effect.

16. SURVEY. Purchaser may obtain a survey of the Property. That survey and any survey provided by the City collectively means “Survey”. If Purchaser finds any Defects shown in the Survey during the Inspection Period, Purchaser shall use the process set forth in Paragraph 5.

17. TIME IS OF THE ESSENCE. The parties agree that in all matters relating to this Agreement, time is of the essence.

18. OPERATION OF GOLF COURSE. If the closing occurs before September 30, 2015, the City shall continue to operate the golf course on the Property through November 30, 2015, weather permitting. The terms and conditions of any continued operation post-closing by the City in 2015, and beyond 2015 at Purchaser’s option, shall be detailed in a separate agreement between Purchaser and City, signed by the closing.

19. CONDEMNATION, FIRE, OR OTHER CASUALTY. If between the Effective Date and closing any portion of the Property is damaged by fire, natural elements, or other casualties or causes beyond the control of the City that cannot be repaired by closing; or any portion of the Property is taken under eminent domain, then by notice to the other party within 15 days:

A. Either party may terminate this Agreement; or

B. Purchaser may elect to proceed to closing, agreeing to take the Property in its then-current condition, in which case Purchaser is entitled to receive the condemnation or insurance proceeds payable as a result of the condemnation or the damage as it solely relates to the Property. The City shall assign its rights to those proceeds to Purchaser at closing.

20. NOTICES. Any notice or other communication required under this Agreement shall be in writing, signed by an authorized representative, and delivered either (i) in person, or (ii) by certified or registered mail, with return receipt requested, or (iii) by a recognized overnight or daytime courier, or (iv) first class mail, with proper postage or charges fully prepaid, and properly addressed to the following:

Purchaser:

JTM Management, Inc.
Attn: Richard E. Feaster
7105 Hidden Cove Place
Kalamazoo, MI 49009

with copies to:

City:

City of Kalamazoo
ATTN: City Manager
241 West South Street
Kalamazoo, MI 49007

w/copies to the City Attorney at above
address

Each party shall notify the other of any changes in the address for the receipt of notices.

21. Real Estate Brokers. Signature Associates has represented Purchaser during the negotiations resulting in this Agreement. At closing the City will pay a 4% commission to Signature Associates.

22. Miscellaneous.

A. This Agreement shall bind and benefit the City, Purchaser and their respective successors or assigns.

B. This Agreement may not be amended, altered or modified unless done in writing and signed by representatives of the parties who are so authorized.

C. This Agreement may be signed in counterparts, which together shall comprise a single agreement.

D. The representations, warranties, and provisions that require performance subsequent to closing set forth in this Agreement shall survive the closing.

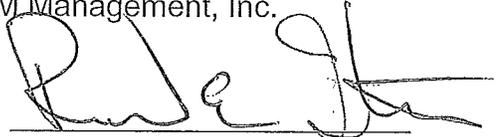
E. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

F. This Agreement and the exhibits to this Agreement contain all of the representations and statements by the City and Purchaser to one another and express the entire understanding between them with respect to the Purchase. All prior and contemporaneous communications, specifically including prior offers, counter-offers, or addendums exchanged by the parties concerning the purchase and sale of the Property, are merged in and replaced by this Agreement.

G. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.

Dated: May 13, 2015

JTM Management, Inc.

By: 
Richard E. Feaster

Its: President JTM Management Inc

Dated: _____, 2015

City of Kalamazoo

By: _____
James K. Ritsema

Its: City Manager

Prepared by:
John W. Kneas
Assistant City Attorney
241 W. South Street
Kalamazoo, MI 49007-4707

K:Attydocs\JOHN\Eastern Hills – Purchase Agreement
05/05/15

EXHIBIT A



Valbridge
PROPERTY ADVISORS

Appraisal Report

Eastern Hills Golf Course
6075 East G Avenue
Richland Township, Kalamazoo County, Michigan 49004

Report Date: March 3, 2015



FOR:

City of Kalamazoo
Mr. Jerome Kisscorni
Assistant City Manager & Economic Development Director
241 W. South Street
Kalamazoo MI 49007

**Valbridge Property Advisors |
The Oetzel-Hartman Group**

2127 University Park Drive
Okemos, Michigan 48864

517-336-0001 phone
517-336-0009 fax

valbridge.com

Valbridge File Number:
MI01-15-0005



2127 University Park Drive
Suite 390
Okemos, MI 48864
517-336-0001 phone
517-336-0009 fax
valbridge.com

March 3, 2015

Mr. Jerome Kisscorni
Assistant City Manager & Economic Development Director
City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007

RE: Appraisal Report
6075 East G Avenue, Richland Township, Kalamazoo County, Michigan 49004

Dear Mr. Kisscorni:

In accordance with your request, we have prepared an appraisal of the above-referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions.

The subject property, as referenced above, is located on and further identified as Assessor's Parcel Number (APN) 03-31-426-010 and 03-32-300-010. The site measures approximately 230.76 acres or 10,051,906 square feet.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the requirements of our client as we understand them.

City of Kalamazoo is the client in this assignment. The intended user(s) of this report are the client. The intended use is for possible disposition. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

If there are extraordinary assumptions and/or hypothetical conditions used in this report, the use of these extraordinary assumptions and hypothetical conditions may affect the assignment results. The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent on the following extraordinary assumptions and/or hypothetical conditions:

Extraordinary Assumptions:

- We have assumed that the property would likely be rezoned to allow for mixed uses to include commercial and single and multifamily uses. We have interviewed the Richland Township Planner, Mr. Russ Wickland, who advised us that a zoning change would be a reasonable expectation and further stated that the southeast portion of the site would likely be changed to a commercial zoning while the rest of the site would likely conform to the areas around the subject; this being medium to low density residential. Lack of use of this extraordinary assumption may affect the assignment results.

Hypothetical Conditions:

- None

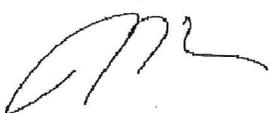
Based on the analysis contained in the following report, our value conclusions involving the subject property are summarized as follows:

Value Conclusions	
	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	January 23, 2015
Value Conclusion	\$2,190,000

This letter of transmittal is not considered valid if separated from this report and must be accompanied by all sections of this report, as outlined in the table of contents, in order for the value opinions set forth above to be valid.

Respectfully submitted,

VALBRIDGE PROPERTY ADVISORS | THE OETZEL – HARTMAN GROUP



James T. Hartman, MAI, SGA, AI-GRS
Certified General Real Estate Appraiser
State of Michigan, License # 1201005950
jhartman@valbridge.com



Nicholas G. Groves
Certified General Real Estate Appraiser
State of Michigan, #1201071358
ngroves@valbridge.com

Table of Contents

COVER PAGE	
LETTER OF TRANSMITTAL	
TABLE OF CONTENTS	I
SUMMARY OF SALIENT FACTS.....	II
AERIAL AND FRONT VIEWS.....	III
LOCATION MAP.....	IV
INTRODUCTION.....	1
SCOPE OF WORK.....	4
REGION AND MARKET AREA ANALYSIS.....	6
REGION AND AREA DATA.....	9
CITY AND NEIGHBORHOOD ANALYSIS.....	16
SITE DESCRIPTION.....	19
IMPROVEMENTS DESCRIPTION.....	22
REAL PROPERTY TAXES AND ASSESSMENTS.....	23
ZONING.....	23
MARKET ANALYSIS.....	24
HIGHEST AND BEST USE.....	26
APPRAISAL METHODOLOGY.....	29
LAND VALUATION.....	30
RECONCILIATION.....	61
GENERAL ASSUMPTIONS AND LIMITING CONDITIONS.....	62
CERTIFICATION.....	67
ADDENDA.....	69

Summary of Salient Facts

Property Identification

Property Name	Eastern Hills Golf Course
Property Address	6075 East G Avenue
Latitude & Longitude	Richland Township, Kalamazoo County, Michigan, 49004
Census Tract	42.33273, -85.511431
Assessor's Parcel Numbers	27
Property Owners	03-31-426-010 and 03-32-300-010
Zoning	City of Kalamazoo
FEMA Flood Map No.	R/OS
Flood Zone	26077C0185D
Gross Land Area	X
	230.760 acres

Extraordinary Assumptions

- We have assumed that the property would likely be rezoned to allow for mixed uses to include commercial and single and multifamily uses. We have interviewed the Richland Township Planner, Mr. Russ Wickland, who advised us that a zoning change would be a reasonable expectation and further stated that the southeast portion of the site would likely be changed to a commercial zoning while the rest of the site would likely conform to the areas around the subject. This being medium to low density residential. Lack of use of this extraordinary assumption may affect the assignment results.

Hypothetical Conditions

- None

Valuation Opinions

Highest & Best Use - As Vacant	Future mixed use development
Reasonable Exposure Time	12 Months
Reasonable Marketing Time	12 months

Value Indications

Approach to Value	As Is
Sales Comparison	\$2,190,000
Cost	N/A
Income Capitalization	
Direct Capitalization	N/A
Yield Capitalization (DCF)	N/A
Reconciled Income Capitalization	N/A

Value Conclusions

	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	January 23, 2015
Value Conclusion	\$2,190,000

Aerial and Front Views

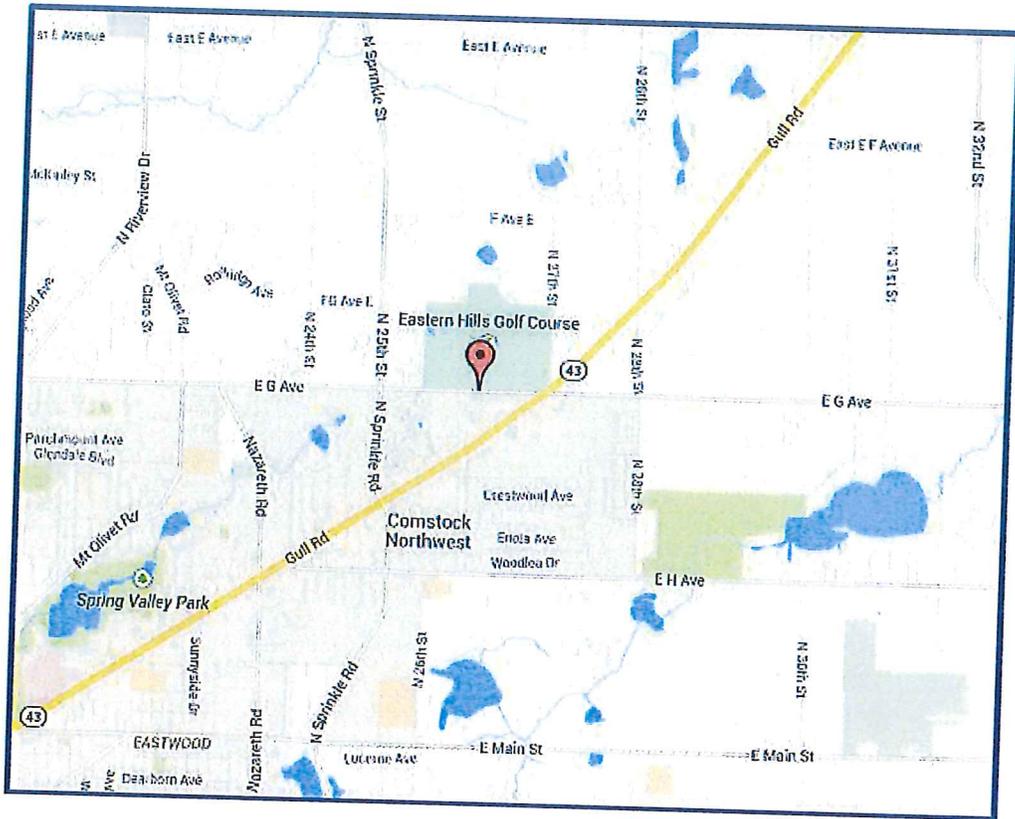
AERIAL VIEW



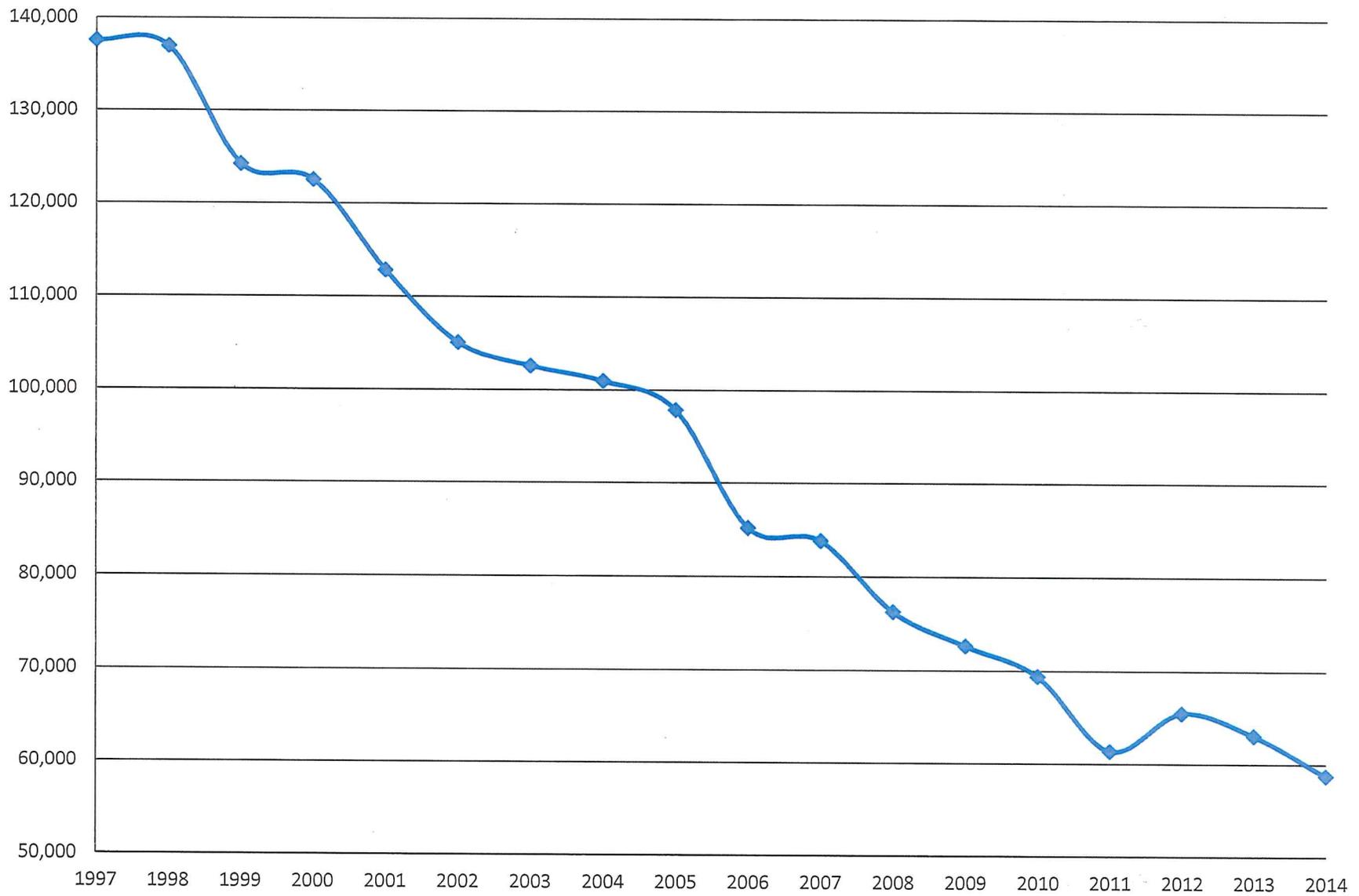
FRONT VIEW



Location Map



Milham Park/Eastern Hills Rounds Played Per Year



KMGA Modified Cash P&L								
	ACTUAL 1998	ACTUAL 2007	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	BUDGET 2015	DM GOLF PLAN 2015	
GROSS INCOME								
Greens Fees	864,445	691,284	558,699	539,915	550,240	572,844	575,000	
Memberships	351,514	281,074	216,963	231,999	220,336	219,411	220,000	
Power Cart	231,225	301,792	281,937	286,489	267,370	276,309	290,000	
Driving Range	83,949	63,580	51,632	47,356	47,165	49,298	55,000	
Core Subtotal	1,531,133	1,337,730	1,109,230	1,105,760	1,085,111	1,117,862	1,140,000	
Alcohol	na	na	54,944	119,197	132,560	136,532	140,000	
Non-Alcohol	na	na	68,829	80,323	84,807	87,089	90,000	
Merchandise	na	na	295,756	301,676	246,231	244,423	250,000	
Misc	19,523	14,562	1,098	4,357	21,980	15,000	25,000	
TOTAL	1,550,656	1,352,292	1,529,857	1,611,312	1,570,688	1,600,906	1,645,000	
EXPENSES								
Administrative	64,405	50,062	88,074	91,722	74,931	75,827	70,000	
Course Maintenance	278,709	408,695	314,198	343,025	304,366	309,756	300,000	
Cart Lease	57,563	na	81,642	81,473	86,439	88,000	82,000	
Labor	686,803	702,251	570,987	608,184	626,902	635,415	600,000	
Other (Bank, Legal)	14,451	25,206	42,845	39,768	38,613	39,317	39,000	
COG Alcohol	na	na	22,395	43,002	44,184	43,901	43,353	
COG Non-Alcohol	na	na	38,744	50,111	47,723	48,000	48,647	
COG Merchandise	na	na	219,168	225,506	195,860	195,538	200,000	
TOTAL	1,101,931	1,186,214	1,378,053	1,482,790	1,419,019	1,435,754	1,383,000	
NET REVENUE	448,725	166,078	151,804	128,522	151,669	165,152	262,000	
DEBT SERVICE								
City Contract	224,293							
PNC Loan 2011			22,462	22,462	22,462	22,462	22,462	
PNC Loan 2012			9,569	14,353	14,353	14,353	14,353	
Master Plan 1998	213,696	207,975	126,150	114,436	127,118	133,605	133,605	
EDC Loan			18,803	35,676	35,676	35,676	35,676	
Bond 2012 (\$175,000)			2,500	15,975	15,164	15,152	15,164	
Bond 2013 (\$200,000)			-	2,053	16,365	16,358	16,358	
Bond 2014 (\$150,000)			-	-	1,798	12,203	12,203	
Bond 2015						1,500	2,400	
TOTAL	437,989	207,975	179,484	204,955	232,936	251,309	252,221	
Profit / (loss)	10,736	(41,897)	(27,680)	(76,433)	(81,267)	(86,157)	9,779	

Rounds Played	146,952	83,793	67,283	67,577	64,526	65,000	65,000
---------------	---------	--------	--------	--------	--------	--------	--------



CITY MANAGER REPORT
June 15, 2015

1. Departmental Reports and Project Updates
2. Communication
 - a. Inside the City, June 2015
3. Special Reports:
 - a. May Purchases

City Manager's Report

JUNE 15, 2015

Grants Applied for and Received

Working together with the City of Kalamazoo, the Peoples Food Co-op and Land Bank are excited about an opportunity to create a "Market District" that ties together Washington Square with the Kalamazoo Farmers Market. Planning staff recently submitted a \$40,000 PlacePlan grant request to the Michigan Municipal League for Market District improvements and has received preliminary feedback that a portion of the grant request is likely to be funded.

Staff submitted a \$240,000 Blight Elimination Grant application to the State Land Bank for the demolition of nine blighted and abandoned residential properties and six blighted commercial structures. The State expects to make funding decisions in late June.

Community Planning & Development (CP&D)

➤ Planning

In mid-May, CP&D and Public Services staff hosted a successful three-day charrette on the Non-Motorized Plan (NMP) with over 60 participants providing input on current goals and adding new goals and action items to consider. A Pop-up Trail demonstration project will be held from June 18–June 21 along Water Street to Arcadia Creek. The project is being funded by many partners including: the Parks Foundation, Kalamazoo River Valley Trailway (KRVT), Downtown Kalamazoo, Inc. (DKI), Disability Network, and the Nature Center. The Pop-up Trail route will help shape the future trail design by allowing staff to gather input from users and businesses and to assess motorized impacts throughout the four-day project. Staff will report out on the analysis during the Master Plan update process this summer/fall in which community members will have additional opportunities to weigh in on non-motorized connections.

Three major site plan projects were reviewed this month:

- 1) a condominium development on Oakland Drive by the Kalamazoo Country Club
- 2) Harold Zeigler is adding an addition onto their building on Stadium Drive
- 3) Rentalex on Gull Road will use their site for permitted zoning, so the owners will not have to receive a variance

Staff met with City directors, City staff and two Planning Commission members to discuss potential areas of focus for the Master Plan update. Next steps include the development of a work plan and engagement strategy for the update process.

➤ Housing

Our Seasonal Tall Grass and Weeds Inspector started and has cited over 200 violations to-date. A press release was issued regarding the Tall Grass and Weeds Ordinance to increase public awareness.

➤ Zoning

The May 14 Zoning Board of Appeals meeting was cancelled due to lack of quorum. The ZBA approved two variances at a special meeting held on May 28:

- a variance for the number of off-street parking spaces and a dwelling unit density variance for the Nomi Developers LLC mixed use project proposed at 508 E. Frank Street;
- a setback variance for Flowserve US, Inc. to add a loading dock in the front yard of their facility along Fulford Street.

➤ Code Compliance / Anti-Blight

On May 5, the Hoarding Task Force met and decided to focus on the creation of a Hoarding Task Force Manual to be utilized by all jurisdictions and agencies.

Staff introduced graffiti removal products to the core neighborhood association directors at a meeting. The directors have asked for additional training materials for property owners concerning the use of graffiti removal projects.

Staff held a public meeting on to discuss proposed changes to the Kalamazoo Code of Ordinances, Chapter 9: Abandoned Residential Structures (ARS). Staff advertised the meeting via email blasts to community groups, letters to owners of properties on the ARS list, the City's website, and Facebook. Seven community members attended the meeting in which staff reviewed the proposed changes and fielded questions. There were two community members in attendance that expressed overall frustration with the City's code enforcement practices, and some individuals indicated support for the proposed changes. Staff intends to review the community input received to see if any adjustments are warranted before bringing the proposed ordinance amendment to City Commission for consideration.

➤ Building & Trades

In May, there were 221 permits issued, representing \$4,341,495 in construction valuation. These figures brought year-to-date permits to: 1,221 permits, representing a year-to-date construction valuation of \$27,045,238.

➤ Community Development

CDAAC will hold a board retreat in June to discuss board development and the PY2016 application process. Community Development staff has visited six PY2014 sub recipients to gauge progress and intends to continue proactive visits to ensure program success.

Economic Development (ED)

Brownfield Plan Amendment 26. Staff worked to update Brownfield plan, amendment 26. The plan amendment will include two additional chapters, as well as updating boundary lines of two other chapters.

Staff worked with Consumes Energy regarding utility disconnection as well as requested water and sewer disconnection with Treasury at the former JA Richards and 535 E. Ransom Street sites demolition.

Staff participated in meetings in order to compare eligible activity costs to plan & draft agreement amounts for the 600 E. Michigan Avenue site.

Staff worked with the developer of the former PNC Building (108 E. Michigan) to deliver a Functional Obsolescence Affidavit and to receive and review the updated eligible activities list, and other project information.

Human Resources (HR)

➤ HR Advisors

PSO hiring process: 29 final interviews (advise/prepare/monitor); 15 physicals/drug screens (MCOLES forms/scheduling/notification of stakeholders)

10 Lieutenant promotional interviews (advise/prepare/monitor/score/publish eligibility list)

Rescored Sergeant (26) and Detective (7) promotional exams and notified candidates of final results

Staff implemented the NeoGov career pages and user instructions were developed and linked to the HR web site.

Monthly CDL Random Alcohol and/or Drug screenings were conducted for May.

➤ Training Schedule

Class Title	Date	Location	Time	# Attended
New Hire Orientation - Policies/Overview	5/7/15	City Hall – Community Room	8:30 a.m. – 10:30 a.m.	4
New Hire Orientation - Benefits	5/7/15	City Hall – Community Room	10:30 a.m. – 12:00 noon	4
Hiring and Interview Training	5/14/15	Harrison – Conference Room A	9:00 a.m. – 11:30 a.m.	19
Discrimination and Harassment Prevention Training	5/21/15	Harrison Building #24 – Training Room	7:30 a.m. – 9:30 a.m.	13
New Hire Orientation - Policies/Overview and Benefits	5/26/15	KDPS Station 4/5 – Training Room	1:00 p.m. – 4:30 p.m.	14
Discrimination and Harassment Prevention Training	5/28/15	Harrison Building #24 – Training Room	7:30 a.m. – 9:30 a.m.	85

Information Technology (I.T.)

I.T. staff handled 612 unique trouble tickets in the month of May. These trouble tickets were I.T. problems handled by I.T. staff that originated with a phone call, email, or in-person visit to the I.T. Helpdesk.

The web-based reporting tool built by I.T. staff was used by citizens 57 times during the month of May. This automated web-based system allows citizens to use their web browser or

smartphone to report numerous City-related issues including potholes, streetlight outages, traffic signal issues, and tall grass and weeds. All reports were automatically routed to the appropriate City staff via email.

The City of Kalamazoo has entered into a partnership with Oshtemo Charter Township to collect the fire hydrant locations within the township. Oshtemo staff will be using City of Kalamazoo Global Positioning System (GPS) equipment to collect the 700+ fire hydrants within Oshtemo Township. The collected data will be used by both Oshtemo staff and City of Kalamazoo staff for GIS applications and for public safety purposes.

I.T. staff implemented two certificate servers to create a public key infrastructure for the City of Kalamazoo. This includes a City offline stand-alone root certificate authority and online enterprise subordinate CA for issuing certificates. This is being done within the City for improved security and the ability to self-sign our own internal certificates.

Kalamazoo Department of Public Safety (KDPS)

➤ Criminal Investigation Division (CID)

The CID assisted the Michigan State Police, the Kalamazoo County Sheriff Department and Portage Police on an officer-involved shooting in the City of Portage where several officers fired weapons at 2 armed suspects.

The CID also investigated a shooting incident on Hazel Street where 2 men had gotten into a fight and a 3rd person tried to break up that fight and was shot. The victim's injuries were non-life threatening.

The CID investigated an incident where a 12 year old, mentally impaired boy gained access to a shotgun and fired a round through a wall in the residence and killed a visitor to the home who was sleeping on a chair in the living room.

➤ KVET

KVET continues the battle against drug trafficking in and about the city of Kalamazoo. KVET made 27 drug cases in May.

KVET has investigated 16 meth labs so far for 2015.

Management Services

➤ Assessor

Reviews are in process for the area of Burke Acres and will continue throughout the summer. The area of Westwood and Arcadia will be started mid-summer.

Staff worked on a request from final numbers for County Equalization. Starting PRE and non-PRE numbers will be turned into Equalization on June 1.

The deadline for Commercial, Industrial and Personal property was extended to June 1 due to the weekend. We anticipate that the Michigan Tax Tribunal (MTT) will be updating the

website as soon as possible. As cases become known, the MTT spreadsheet will be updated.

The deadline for small claims cases for residential property is July 31. Residential property owners filing a small claim appeal were required to appeal at the March Board of Review. Some cases have already been filed. We anticipate that the MTT will have all small claims cases logged by the end of August 2015.

➤ Budget and Accounting

The 1st Quarter 2015 financial report is complete and has been reviewed with the CFO. The budget monitoring report which includes summary data and economic indicators is in the process of being revised and updated with 2015 data.

The City's cost consultants MGT America were on-site for the day on May 12th and met with staff to answer questions and gather information for the 2014 cost allocation plan and the 2016 budget plan. We are still in the process of gathering information and the draft report is expected the middle of June.

The auditors have completed all field work and are preparing the draft reports for review and filing in June.

Staff reviewed the program costing sheets and balanced all salaries and operating expenses to the 2015 Adopted Budget before sending to the departments for completion in the Priority Based Budgeting project.

The Budget and Accounting staff has been working on special projects and will select internal controls to review in June.

Staff updated the election form that AFSCME employees will need to complete for the transition pay period and are continuing the BCBS reconciliation process to PlusWeb (State Street) and EDEN. Staff also met with HR to review the new healthcare change form that will be required for all changes.

Staff met with HR, CMO and CFO to design the process for the incentive payments and Medicare reimbursements. Medicare reimbursements will be processed thru PlusWeb on a monthly basis and CFO will wire the incentive payments to MERs.

➤ Purchasing

Working collaboratively with City Departments bid documents were prepared and distributed through the City's website for eight purchasing project.

Reviewed and set up 111 purchase orders and processed 10 change orders.

Purchasing staff are administering prevailing wages for three construction contracts.

➤ Treasury

Utility Bills issued in May:

14,224 Original Bills
2,538 Reminder Notices
1,882 Final (shut off) Notices

Paperless utility billing was set up and tested during the month. Treasury will be offering to all customers in the coming weeks. Customers will be notified via the City's website, Inside the City, the City's newsletter and an insert will be placed in utility bills. In order for customers to be set up to receive paperless billing, Treasury only needs an email address.

Parks & Recreation

➤ Administration

The department began interviewing firms to provide marketing services, with a total of 3 local firms to be interviewed. The selected firm will provide the department with a variety of services, including an annual marketing plan, ad development, printed materials, and content marketing strategy.

The Director met with Steve Walsh from the Vine Neighborhood Association and Thomas Wortman at Davis Street Park to discuss improvements to the park funded by the Kiwanis Club of Kalamazoo.

➤ Recreation

The Family Fishing Clinic was held on Saturday May 2nd at Spring Valley Park. Grandpa Jim Hamrick gave an instructional clinic on proper fishing techniques to the families that attended. There was a good turnout this year with attendance numbers reaching 50. We gave away prizes for the very first fish caught, as well as the biggest fish. It was a beautiful day, and the event was a success.

May 4th was city resident registration day. We had a great turn out and our annual Field Trip Fest filled in just less than 2 hours. We had such a good response for that program that we have secured a 2nd week and have 42 additional kids signed up. Residents were treated to pastries, coffee, and juice while they waited to register.

May 16th was the 3rd Annual Family Bike Fest which is held at Mayors' Riverfront Park. After a short rain delay, the Bike Fest kicked off with face painting, an obstacle course for kids to navigate, bike decorating contest, and the annual ride from Mayors' to the Riverfront launch. This year the crowd was entertained by the Thriller BMX groups land show where various riders performed stunts and tricks. This was a huge hit, with the over 200 in attendance.

The Kik Pool Lifeguards had their annual Ellis training at the Kalamazoo College Pool. We have a number of brand new guards this year and all guards passed their certification class. Cleaning and maintenance have begun at the pool in anticipation of opening day.

The first Movie in the Park was on May 29th at South Westnedge Park. Over 200 people enjoyed Jurassic Park. Just Move Fitness and More participated with some fitness and dance activities before the movie. Pop City Popcorn and Nick's Gyros were at the Park to provide some great food to all the patrons. Mayor Hopewell came and greeted the crowd and spoke about our upcoming movies, as well as Lunchtime Live! He even had a Mayoral Dance Party to kick off the movie, which was a HUGE hit with all the kids in attendance.

➤ Parks

The Parks division has been very busy keeping the parks green and clean. The department has received several compliments from members of the community regarding how great the parks look. Staff have also working to get Kik pool up and running. In addition, staff also been able to get water to all the parks for irrigation purposes as well as make facility repairs to the Growlers team building for the home opener on May 29th.

Parks staff have been busy opening the park gates and bathrooms each morning and removing litter and debris from the parks throughout the day. It has not been easy, but they do an amazing job tackling these tasks day in and day out. They have also assisted several members of the community with volunteer projects.

Landscape staff have been busy prepping landscape beds and installing new plant material throughout the various parks and gateways. Not only have they been able to tend to all the various planting areas located throughout the city, they also have been able to coordinate volunteers to assist with these efforts.

The Versluis Dickinson Complex team is busy preparing and maintaining the fields for league and tournament play week in and week out. The hard work put forth has paid off as several baseball and softball team members have commented how nice the athletic fields look and play.

Maintenance staff have also been doing an amazing job at Mayor's Riverfront Park. They, along with the Growlers staff, kicked off the Growlers first home game on May 29th at Homer Stryker Field with a record attendance of 4,500 people. The fields looked amazing on opening night and this was a result of the collaboration between the teams.

The Parks and Recreation Department hosted a volunteer clean-up at Spring Valley Park. This clean-up effort focused on mulch installation at the play equipment area near the water tower at Mt. Olivet Road. This event was to beautify the park in preparation for the Kalamazoo Marathon the following Day. The department is grateful for the volunteers who came out to assist!

On Thursday May 21st the Parks and Recreation Department participated in the Kalamazoo in Bloom event for planting Bronson Park. Park staff assisted in the installation of plant material and topiaries throughout the park. Special thanks to Elizabeth Mullins and Colleen Smith for getting Mike the Peacock ready for plant material! The event was heavy attended with volunteers. The Parks and Recreation Department wants to thank Kalamazoo in Bloom for all their efforts as well as all the efforts the volunteers committed to making the park beautiful.

Staff planted nine planters along W. Paterson Street as well as the planting area at the park sign at LaCrone Park. The plant material was donated to the park by the Deacons Conference and was provided by the Growing Place. Events such as these serve not only

for the department to connect with members of the community, but also as an opportunity for inter-office team building.

The parks manager has been working with several members of the Community in the West Main Hill Neighborhood in developing a plan for a community garden at Henderson Park (where Grand Ave meets Prospect St.). The plans will be presented to the Parks and Recreation Advisory Board in June.

The Kalamazoo Department of Public Safety offered to assist the Department of Parks and Recreation with the closing of the park gates and we are extremely grateful for this. The department is confident the increased police presence in the park will help with safety.

Public Services

➤ Accounting

Public Services accounting staff worked with Purchasing and the Departments I.T. staff on the request of a pre-bid meeting and extension for receiving proposals for the water meter reading contract currently held by Consumers Energy 2015. Staff is currently seeking an extension from Consumers Energy to continue with reading our water meters after the current water meter reading deadline of August 31, 2015. A three month concurrent meter reading contract is being proposed to ensure a smooth transition to the new contractor.

Staff worked with the Attorney's office on thirteen new claims and closed two damage claims during the month.

Public Services staff are meeting on a monthly basis with the Commercial Office and Management Services Staff to obtain their input concerning their areas of responsibility revisions within the recently revised standard operating procedure for New Services Large/Small Inside the City and Outside the City and to facilitate streamlining service installment application and permit fee collection, work order processing, system entry for monthly billing of water services and as build mapping and inspection for new water services.

➤ City Wide Maintenance

Staff provided weekly review of maintenance procedures at all water facilities and the majority of City owned buildings.

Staff continued their efforts in removing graffiti from various Public Services buildings and street structures throughout the system.

➤ Customer Service

Staff logged 118 work orders for various public services and potholes.

Staff took 198 calls regarding burials and grave purchase inquiries; had 24 miscellaneous visitors related to cemeteries; processed 21 cemetery related complaints/concerns and ordered 15 foundations during the month.

➤ Engineering

The local and major street projects for 2015 were placed on the Public Services Department's website. Rose Street repairs were completed for the June 1st scheduled mill and repave north of Ransom. Both Mill Street and Riverview were placed out for bid by MDOT.

Various Community meetings were held in May concerning non-motorized transportation needs throughout the City, the downtown trail way proposal, street projects with full scale infrastructure replacement, construction projects along Portage Creek, countywide street resurfacing and replacement.

➤ Environmental Services

Staff completed six Significant Industrial User and several cross connection inspections during the past month, collected and analyzed three required annual industrial compliance samples, four quality/quantity samples, state required 120 monthly water distribution bacti and chlorine residual samples, six water main break samples, 24 main construction bacti samples, and five contract water samples.

Staff members participated in various environmental stewardship meetings concerning contaminated site remediation efforts, river cleanup and protection, Allied Site redevelopment and remediation, met with the Water Festival Planning Committee to assist in the coordination of the September 2015 event and held a Wellhead Protection Program committee to discuss the upgrade to the www.protectyourwater.net website with LKF Marketing.

In addition to the required monthly regulatory and process control sampling and analyses the staff completed the required lab certification proficiency testing of blind samples in May for submittal prior to the June deadline.

➤ Fleet Services

Fleet received 236 vehicle work orders in May: 178 repair type orders included 49 from Public Works, 64 from Public Safety, 10 from Wastewater, 48 from Water, three from Parks, two from Community Planning & Development, one from City Hall and one generator repair at a lift station. Fifty-eight of the orders were preventative maintenance and included nine from Public Works, 28 from Public Safety, three from Wastewater, eight from Water, one from City Hall, four from CP&D and five generators at the lift stations.

➤ Safety

The consultant continued to work on various safety training programs for Public Services and job hazard assessments in May. Began in-house training efforts on the Water Emergency Response Plan, met with the City's Worker's Compensation consultant to discuss ergonomics training to prevent shoulder and back injuries, and scheduled training sessions for confined space entry and trenching/shoring for Public Services staff.

➤ Solid Waste

Staff worked with the Neighborhoods on their Building Block efforts. Forty yards of debris were removed from various locations in May. The Solid Waste contractor handled reports of misses for bulk items and recycling items outside the program guidelines.

Staff attended a State led three day seminar on Recycling and met with local municipalities on potential collaboration concerning single stream recycling. Staff obtained several useful recommendations on the solid waste survey that was placed on Imagine Kalamazoo to enhance the solid waste program.

Staff answered 217 calls regarding solid waste services. There were approximately 46 tons of brush, 228 tons of bulk and 130 tons of recycling removed from City right of way during May.

➤ Wastewater

Staff continued working with various vendors on biosolids dewatering enhancement pilot testing at our site. The testing has provided useful information to determine the direction of our future solids dewatering capital improvement projects.

Plant staff continued to monitor and implement several capital improvement and plant maintenance projects as well as monitor and implement on-going treatment enhance efforts. Staff closed out the Raw Pump project and began work on the Screw Pump installations on site. Staff continued to gather system infrastructure information for inclusion into the Wastewater Systems Strategic Plan for the next five-ten years' worth of capital improvement projects at the treatment plant and facets of the collection system.

➤ Water

Staff continued their efforts to document standard operating procedures required for the Water Systems Environmental Protection Agencies required Risk Management Program and Emergency Response Plan. The Department's consultant scheduled the first of several water system emergency response plan training workshops for staff.

Staff members from all areas of Public Services have met on several occasions to create a list of necessary upgrades to the City's Water System for inclusion in the Water Systems Strategic Plan for the next five-ten years' worth of capital improvement projects for water supply and distribution.

Transportation

➤ Ridership

There were 274,346 passenger trips provided system-wide in the month of April, 2015, and a total of 1072,308 passenger trips provided system-wide year-to-date through April.

Year-to-date through April, 2015, the number of rides provided on Metro County Connect service is up 13.81% over the same time in 2014. The Community Service Van program also had an increase of 80.41% over previous year through March.

The number of rides on the Metro Transit fixed-route bus service has dropped 6.85% through April, 2015, which is reflective of new identification badges issued in October 2014

INSIDE *the* CITY

A primary source of news and information for City employees regarding internal events, policies, and procedures that affect our work for the residents



From the City Manager:

June 2015 Edition

Municipal Election on November 3

This November, City residents will have the opportunity to elect the 51st Kalamazoo City Commission. This will be the first election to take place since five voter-approved amendments to the City Charter changed the election process in 2014.

While citizens will continue to elect a Mayor and six City Commissioners, a number of changes will be in effect:

- The Mayor will now be elected on a separate ticket
- City Commissioners will be elected to four-year terms
- City Commissioner terms will be staggered, with three elected every two years
- The City Commissioner candidate who receives the most votes at **each** regular municipal election will fill the office of Vice Mayor (this means Vice Mayorship will change every two years).
- The Vice Mayor will serve the first two years of his/her term as Vice Mayor and the last two as a City Commissioner.

The upcoming election will be unique as the City Commission transitions to staggered, four-year terms:

- Voters will elect all six City Commissioners
- The three candidates receiving the most votes will be elected to four-year terms, expiring in 2019
- The remaining three candidates will be elected to two-year terms, expiring in 2017.

Beginning in 2017, and at each municipal election after, the newly ammended process will be in full effect and three City Commissioners will be elected to four-year terms every two years.



Nomination packets are now available in the City Clerk's Office for anyone interested in running for the office of Mayor or City Commissioner. To become a candidate, you must *'be a resident of, and qualified elector in, the City of Kalamazoo at the time of filing for election or appointment to the office'*, and submit an affidavit of identity and nominating petition before the deadline of July 21 at 4:00 p.m.

For more information on the upcoming municipal election, visit www.KalamazooCity.org/elections or contact the City Clerk's Office.

Imagine Kalamazoo, All Star Awards, Pop-Up Bike Lane	2
Public Safety, Dump the Pump	3
Parks & Recreation	4
City University	5
Hidden Kalamazoo, Memorial Day, Staff Changes	6
IT, Public Services	7
Dunkley Street Cleanup	8
Nationwide & ICMA Visint Schedule	9
Employee Appreciation Event & All Star Awards	10, 11

Imagine Kalamazoo

If you have visited ImagineKalamazoo.com lately, you have probably noticed a different look to the site, a changed format, and some content missing. The platform that Imagine Kalamazoo is built on has been changed and this has caused a temporary hiccup in the full functionality of the website. City leaders are still listening to feedback on the site, and all comments and ideas we have received thus far has been saved and will still be addressed. Please “excuse our dust” as we work to not only restore all of the previous features of Imagine Kalamazoo, but to provide an even better experience as quickly as possible.

While we are in this transition period, all previous ideas and comments are available at www.KalamazooCity.org/imaginekalamazoo. Please contact the Planning Department at 269-337-8044 or email for more information.

All Star Awards & Employee Appreciation Celebration



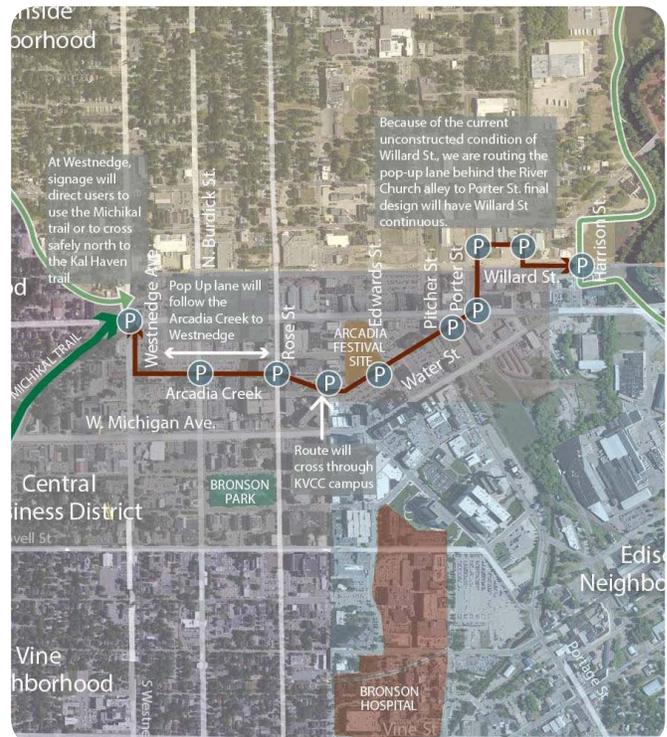
Nominations are now being accepted for All Star Awards! The All Star Program recognizes top achievers each year for exemplary acts, community involvement, demonstrated leadership, exemplary customer service, job performance above and beyond what is required, and special projects that benefit the City or community. To nominate an employee, send the nomination form to Human Resources before the deadline of Wednesday, June 17. Winners received a gift card, a gold star lapel, and recognition at the Employee Appreciation Event on July 14. This year’s event will be held in Bronson Park from 2:00 - 3:30 p.m and will also honor milestone employees and feature door prizes, with ice cream will be provided by Cold Stone Creamery.

Pop Up Bike Lane

Pop-up bike lanes are coming to Kalamazoo June 18 - 21! Within downtown Kalamazoo there will be protected bikes lanes connecting the east and west corridors of the Kalamazoo River Valley Trail. The east corridor of the Kalamazoo River Valley Trail will also be accessible from Kalamazoo College and Western Michigan University, thanks to the protected bike lanes.

On Saturday, June 20th there will be an Ice Cream Social and Bike Clinics at the Arcadia Festival Site from 11am to 1pm. Bring your “Dump the Pump” pledge (page 3) and get free ice cream provided by the Spirit of Kalamazoo. City and Kalamazoo River Valley Trail staff will be at this event soliciting feedback on the pop-up bike lanes! Give them a try this weekend and share your input for the final plan!

For more information visit www.kalamazoo.org/non-motorized-plan



Dump the Pump Day

On June 18, the American Public Transportation Association (APTA) and public transportation systems across the country will celebrate the 10th Annual National Dump the Pump Day. Residents are encouraged to forgo their personal vehicles in favor of public transit. Public transit offers a number of benefits for users and the community including reduced fuel and vehicle maintenance costs for personal vehicles, less congestion, and reduced carbon emissions (and other environmental benefits). Additionally, it is estimated that for every \$1 invested in public transportation, \$4 in economic returns are realized.

To encourage participation, Metro Transit is offering free rides to those who pledge to “Dump the Pump”. You can [take the pledge here](#) and a free ride coupon will be delivered to you before June 18. Let Metro Transit take care of your commute!

National Dump the Pump Day is also the first day of the pop-up bike lane project downtown (page 2). Dump the pump and try out the potential KRVT connecting route downtown!



Thank you, PSO Noble

Shannon Wonnacott forwarded a letter one of her Comstock Compass High School students wrote about the positive impact PSO Branden Noble had on her life. The student, Emone Jones, wrote about how PSO Noble encouraged and helped her pass her classes, stay on the right track in school, and get into Leadership Academy. Her final project in Leadership class was this letter written to thank PSO Noble for the positive impact he has had on her life.

Public Safety Featured in Encore Magazine

KDPS was featured in the cover story of Encore Magazine this month, which focuses on their new communications approach and Canvassing Program. The program requires PSOs to devote part of each of their shifts to meeting the City residents they serve, with the goal of meeting everyone on their beat in a year’s time. The program not only helps build relationships between Public Safety and residents, but provides a broader perspective of their beats, and can inform officers of resident concerns or possible crime. You can [read the full Encore Article here](#).



Photo courtesy of Encore Magazine

Heroes of the week: Sgt. Danielle Guilds and CPO John Resseguie

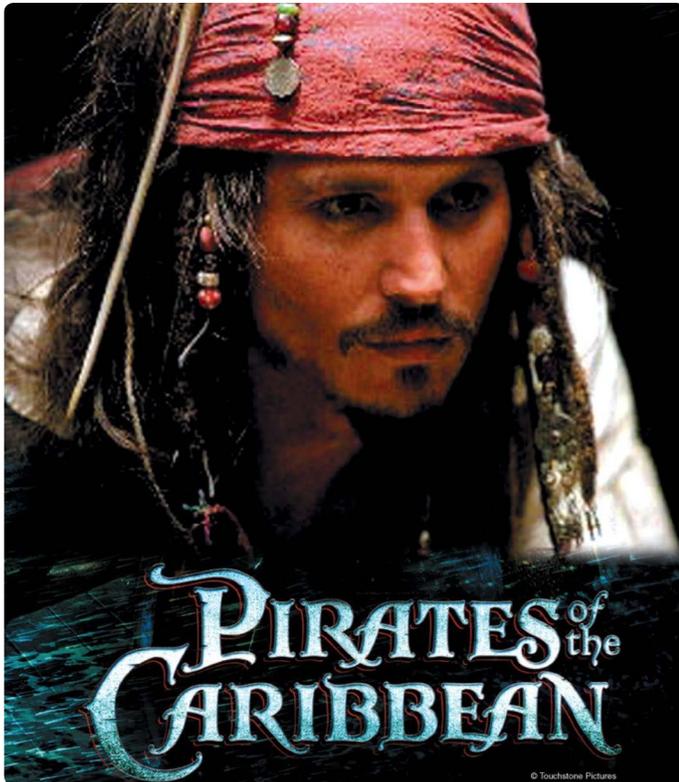
Last week, KDPS officers Sgt. Danielle Guilds and CPO John Resseguie were recognized as Heroes of the Week by West Michigan’s Most Wanted and Grand Rapids Harley Davidson.

When a young Kalamazoo resident, Ayden Rackley, had his bike stolen from him for the second time, Sgt. Guilds and CPO Resseguie offered to replace the bike on behalf of KDPS and got him back riding again. The officers took Ayden to the store to choose a new bike and a lock to keep it safe.

Cheers to Sgt. Guilds and CPO Resseguie on being recognized as Heroes of the Week!

Movies in the park: Pirates of the Caribbean on June 27

The next movie in the park will be Pirates of the Caribbean on June 27 at Upjohn Park. There will be a pool party prior to the movie from 5 - 7, followed by games & activities from 7 - 9, and the movie beginning at dusk. Admission is free!



Summer Camp

Summer Camp in Kzoo, a 9 week long day camp licensed by the State of Michigan, kicks off this week. Camps are held from 9 - 5 at three locations: the Youth Development Center, Mayors' Riverfront Park, and the Douglass Community Center. Campers will have the opportunity to participate in a variety of activities including sports, games, crafts, performing arts, field trips, and weekly special activities. Registration is ongoing throughout the summer as long as spots are available and children entering first grade through 12 years of age are welcome. For more information, contact the Parks and Recreation office at 337-8191.

Lunchtime Live Bags Tournament

Unfortunately due to the weather, Lunchtime Live has to wait until THIS Friday to return to Bronson Park! Live music, food, pop-up vendors, and activities will be in Bronson Park from 11:30 a.m. - 1:30 p.m. every Friday for the duration of the summer (through September 11). New to the series this year is a Bags tournament. A business vs. business tournament will begin on July 10 (registration deadline June 26) and an individual tournament beginning August 14 (deadline to register July 31). First and second places will receive prizes and the fee per team is only \$10. Register at the Parks & Recreation office or on-site at Lunchtime Live!



Fitness in the Parks

Parks and Recreation is excited to announce a brand new program, designed to promote a healthy lifestyle in Kalamazoo! Every Saturday from 10 - 11 a.m., bring your friends, family, and neighbors to the park for an hour of exercise. No registration is required.

The location rotates each week. The next opportunities to join are:

- June 20 - All around fitness at Mayors' Riverfront Park
- June 27 - Yoga at Upjohn Park
- July 11 - WERQ at Spring Valley Park

All equipment necessary will be provided, however participants are encouraged to bring their own mats. Come out for a little exercise and a little fresh air!



City University Course Catalog Spring/Summer 2015

Supervisory Discrimination & Harassment Prevention Training

Required for ALL supervisory employees (attendees since 1/1/2010 excluded unless dictated by supervisor)

The session objectives include: identifying discriminating and harassing behaviors; understanding the consequences of harassment and discrimination; preventing discrimination, harassment and retaliation through policies, coaching and personal responsibility; reviewing City policies and procedures concerning discrimination and harassment; reviewing relevant court cases and outcomes.

Thursday, July 9	9:00 a.m. to 11:30 a.m.	Harrison- Conference Room A
Wednesday, July 15	9:00 a.m. to 11:30 a.m.	Harrison- Conference Room A

Fraud & Abuse Prevention Training and Ethics Policy Review

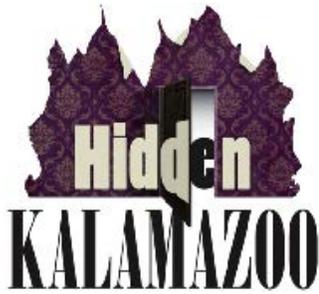
Ethics require personal integrity and the willingness to do the right thing. Unfortunately, occasions of fraud and abuse are on the rise. Many organizations have experienced cases of fraud and abuse over the years. These occasions may occur because procedures are poorly designed or oversight is lacking. Taxpayers expect the City to have reliable systems in place. This training will increase awareness of employee and management roles regarding fraud and abuse. In addition, it will help employees take action to prevent the possibility of fraud and abuse.

Wednesday, July 22	9:00 a.m. to 11:00 a.m.	City Hall – Community Room
---------------------------	--------------------------------	-----------------------------------

Hiring and Interview Training – Supervisory attendance preferred

Filling a vacancy is not easy. Sometimes it seems that labor law, Equal Employment Opportunity, union contracts, and City policies constrain a supervisor's decision. Yet within the process, a supervisor can do a great deal to ensure that good candidates are in the pool and the best hires are made. This training will give an overview of how to do this.

Thursday, June 25	9:00 a.m. to 11:30 a.m.	City Hall – Community Room
--------------------------	--------------------------------	-----------------------------------



Time is almost up to volunteer for the Hidden Kalamazoo Tour! The tour needs eight more volunteers, for 1:00 - 4:30 p.m. shifts on Saturday June 20 and Sunday June 21. You will receive a free ticket and t-shirt for volunteering. For more information, email ferraros@kalamazoo.org.

A limited number of tickets are still available. Our first year we sold out completely, so get them now!! \$15 each gets you behind the scenes for 7 downtown sites including a 1911 hotel, a 1904 carriage company and back stage at both the Civic and the State. Check out [the tour on Facebook](#) or at www.hiddenkalamazoo.com.

Staff Changes

- Nathan Belen, Public Safety Officer I
- Daniel Boglitsch, Police Officer I
- Glyn Hawkins, Police Officer I
- Melinda Kendall, Police Officer I
- Amir Khillah, Police Officer I
- Jerry Lobretto, Police Officer I
- Joseph Marshall, Police Officer I
- Nicholas Oliver, Police Officer I
- Khynen Rutherford, Police Officer I
- Mordecai-Tobias Thornsburry, Police Officer I
- Ryan Schipper, Public Safety Officer I
- Thomas Gregory, Wastewater O/M Apprentice
- Shikisha Davis, Clerk Cashier I
- Tracy Pimpleton, Clerk Cashier I
- Ronald Maynard, Public Safety Officer I
- Ondreya Townsend, Police Officer I
- Chelsea Parise, Police Officer I
- Edward Marnon III, Electronics Technician
- Darnice Haskell, Bus Driver
- Alisha Lewis, Bus Driver

N
E
W

H
I
R
E
S

PROMOTIONS

Memorial Day Graveside Flag Replacement

Every year around Memorial Day, graveside flags are replaced in Mountain Home and Riverside Cemeteries.

Dennis Webber of the Kalamazoo Detachment Marine Corp League coordinates the efforts in Riverside. Although not a veteran, he obtains the roughly 24 boxes of flags each year from the cemeteries office (approximately 3500 flags in total) and organizes the cemetery into 10 sections. In total, it requires about two and a half days for the group to complete the task. They do this simply because they love the United States and are grateful to all the veterans who have served.

In Mountain Home, the replacement is coordinated by Gary Gibson of the Sons of Union Veterans of the

Civil War. His group has been placing flags on the graves of all soldiers in Mountain Home for many years, a task that requires about 18 dozen flags. They also work with the Veterans Administration to get headstones for fallen soldiers at Riverside. So far they have been able to get 66, however two unmarked graves are still in need of headstones.



VOIP System Improvement

As a department that makes a valiant effort to meet the needs of our customers, we are asking for your assistance. With the implementation of any new service or system there is a period of adjustment, and our phone system from Cisco (in place since the beginning of April) is no exception. Information Technology has received requests for reports, configuration changes, new phones and new telephone numbers. We are now looking to you to report phone & call related issues. Specifically when you have a call and something does not meet the level of service that you have come to expect. In these situations, Information Technology needs to receive an email to helpdesk@kalamazoocty.org or a call to ext. 8400.

Report the issue with the following information:

- Time of call – either placed or received
- Telephone number to whom you were connected (internal or external)
- Any information about the specific issue. We need more than the phone is acting weird or strange, so be as specific as possible.
- (Reference your phone's log if you don't know what number the caller called from or what time the call was made/received.)

Examples of great reporting to IT would be:

- At 9:05 a.m. I received a call at 8402 from 269-568-0400 and while talking to the customer their voice was sometimes unclear or I was unable to hear them.
- At 10:03 a.m. I called from ext. 8402 to ext. 8111 and when they answered I couldn't hear them for a short amount of time so I hung up and called back and this time it was fine on both ends.
- At 3:35 pm I received a call from a cell phone of 269-568-0400 and the call disappeared from my display after a few seconds (I couldn't hear anyone on the other end and there was no response when I answered the call). The caller called back again and all was fine on both ends.

We have had a few issues reported since April and are looking for the commonality between these to find a resolution that can be tested and provide a permanent solution.



Congratulations Jim Stiver, Public Services Employee of the Month

Jim Stiver was recognized as the Public Services employee of the month for his efforts at Mountain Home and Riverside Cemeteries in advance of Memorial Day. He made sure that the cemeteries were presentable to families and parade participants, that all U.S. flags were disposed of properly, and that all questions from family members were responded to in a compassionate and caring fashion. Your efforts are greatly appreciated!!

Well done Pat Beal!

While out staking in Texas Township, Pat Beal noticed a confused woman walking on the street. She was visiting her daughter's house and had gone for a quick walk around. The woman had become lost and was unable to find her way home. Pat helped locate her residence and made sure she was able to get home safely.



Dunkley Street Clean-up on June 11

On June 11, KDPS Officers and staff from Public Services, Community Planning & Development, and Parks & Recreation joined residents of the Kalamazoo Probation Enhancement Program and neighborhood residents to clean an area along Dunkley Street, on the border of the City and Kalamazoo Township. This area had previously been used as an illegal dumping site. Together, the volunteers removed trash and debris, trimmed overgrown plants, and mowed the area.

The clean-up was organized by Chris Peake. She had

been driving down Dunkley Street and noticed area resident Henry Moore working to clean the area by himself. She reached out to local authorities to get the project organized, and even hosted a get together for volunteers at her property on Edwards Street. Lunch was provided for all volunteers by the City.

Thanks to the joint effort of KDPS, Public Services, Parks & Rec, and all of the volunteers and neighborhood residents, the area is restored and free of trash and debris.



Area residents bag trimmings and debris along Dunkley Street.



Volunteers breaking for lunch at Chris Peake's residence.



Chris Peake and Henry Moore, area residents who initiated the clean-up effort.



A pile of trimmings and debris waiting to be picked up. In the distance you can see the improvement as volunteers finish the last stretch of the area.



Brian Wanless, Nationwide Retirement Advisor Representative

No appointments necessary. Employees will be seen on a first come, first served basis.

Monday June 15

Public Safety, Ops Conference Room	6:30 a.m. - 1:00 p.m.
Metro, Training Room	2:00 p.m. - 4:00 p.m.

Tuesday June 16

City Hall, Human Resources Library	9:30 a.m. - 11:30 a.m.
Stockbridge Facility, Crew Room	12:00 p.m - 3:00 p.m.
Public Safety, Ops Conference Room	6:30 p.m. - 8:00 p.m.

Wednesday June 17

Harrison Facility, Conference Room B	7:00 a.m. - 11:00 a.m.
--------------------------------------	------------------------



Kevin Kilpatrick, ICMA Retirement Corporation

No appointments necessary. Employees will be seen on a first come, first served basis.

Monday June 29

Public Safety, Ops Conference Room	8:00 a.m. - 12:00 p.m.
Metro, Training Room	2:00 p.m. - 4:00 p.m.

Tuesday June 30

Harrison Facility, Conference Room C	7:00 a.m. - 11:00 a.m.
Stockbridge Facility, Crew Room	12:00 p.m - 3:00 p.m.

Wednesday July 1

City Hall, Human Resources Library	9:00 a.m. - 12:00 p.m.
------------------------------------	------------------------



*Attention all City employees!
Your attendance is requested at the...*

2015 Employee Appreciation Celebration

Tuesday, July 14, 2015

2:00 – 3:30 p.m.

Bronson Park

(inclement weather location is City Hall)

- ❖ Milestone anniversary recipients will be honored
- ❖ All-Star Award recipients will be presented
- ❖ Ice cream sundaes will be served
- ❖ Drawings for door prizes
- ❖ Free parking available at bagged meters on St. John's Place & South Street





Nominate an outstanding employee for an

All Star Award

The All Star Program recognizes top achievers each year for excellence in:

- ★ Exemplary Acts
- ★ Community Involvement
- ★ Demonstrated Leadership
- ★ Exemplary Customer Service
- ★ Job Performance above and beyond
- ★ Special Projects that greatly benefit the City of Kalamazoo as an organization or community

In short, any work that is over and above that which is normally required for the job. All employees are eligible for this award.

To nominate an employee, please send the completed nomination form to the Human Resources Department. You must include **supporting examples** why you believe your nominee is an “All Star.”

Nominations must be received in Human Resources by Wednesday, June 17, 2015.

All Star award winners will receive a gift card award, a gold “star” lapel pin, and will be recognized at the Employee Appreciation Event on Tuesday, July 14, 2015.

If you have questions, please contact Michelle Mater, HR Assistant via e-mail or at extension 8070.



INTEROFFICE MEMO

To: James K. Ritsema, ICMA-CM, City Manager
From: Teresa T. Johnson, CPPB, Purchasing Manager
Date: June 2, 2015
Subject: May 2015 Purchases

I am forwarding for the City Commission, and your information, a summary of the purchases and change orders between \$50,000 and \$100,000 administratively approved during May 2015.

c: Thomas Skrobola, Director of Management Services, CFO

**May 2015
PURCHASES ADMINISTRATIVELY APPROVED BETWEEN \$50,000 AND \$100,000**

DESCRIPTION	Location	VENDOR MBE/WBE?	COMMENT
There were no purchase orders between \$ 50,000 and \$ 100,000			

**May 2015
CHANGE ORDERS ADMINISTRATIVELY APPROVED BETWEEN \$50,000 AND \$100,000**

DESCRIPTION	Location	VENDOR MBE/WBE?	COMMENT
There were no change orders between \$ 50,000 and \$ 100,000			