

Asst of Mgr

October 25, 1989

Mr. James Holgerson
City Manager
241 W. South Street
Kalamazoo, MI 49007-4796

Dear Mr. Holgerson: *JH*

This letter and the enclosed resume are submitted to you in support of my application for appointment to the position of Deputy City Manager.

I have worked for the City of Grand Rapids for approximately five years as an Administrative Services Officer. The range of my professional experiences upon assuming my current position were diversified in terms of local government and generally entailed significant administrative and management experience in all of the major areas of municipal operation.

I was fortunate in that my professional career began with the Michigan Municipal League. There I had direct responsibility for responding to inquiries from local officials throughout the State about virtually all aspects of municipal operation. I developed a broad base of knowledge about municipal government, became thoroughly familiar with numerous related informational sources and how to access them, and developed a state-wide network of municipal contacts which have proven useful in accomplishing related work.

My understanding of the day-to-day administration and management of municipal government began in Southfield, Michigan, where I worked as the Administrative Intern to the City Administrator. Essentially, I assisted the Administrator directly and served as a member of the management team. I successfully performed a variety of assignments effectively and efficiently on an individual basis and in cooperation with top management staff. Accordingly, I earned the trust and confidence of the administrator and the respect of management staff.

My experience in Southfield was complimented by two years of experience in Jackson, Michigan, where I served as the principal assistant to the City Manager. Generally, I assisted the Manager with the administration of all city departments. My responsibilities ranged from performing various administrative assignments on an individual basis, to working cooperatively and in a supervisory capacity with department heads, to serving as Acting City Manager.

During this two-year period in Jackson, I made significant accomplishments. Within my first six months as the Assistant, I served as Acting City Manager and subsequently served in that capacity on numerous occasions. My activities as Acting Manager involved day-to-day administrative duties, including supervising department heads, responding to elected officials and citizens, evaluating agenda items and supervising the agenda preparation process, and filling in for the Manager at City Commission meetings.

I also coordinated the preparation of the municipal budget, which involved advising the Manager relative to major budgetary assumptions, prepared written budget instructions for all department heads, assisted in assembling the final budget document and the formal presentation of the fiscal plan to the City Commission.

In other areas such as Human Resources, I designed and implemented a comprehensive employee evaluation and training program, directed the safety program, revised the City's Affirmative Action Plan and prepared related reports as required, advised the Manager on labor relations issues and played a significant role in hiring city workers.

In several instances I successfully coordinated the activities of department heads relative to major projects such as the development of downtown indoor/outdoor farmers market, redesign of the downtown sidewalk and streetscape, and supervised a residential code enforcement team.

Finally, my position in Grand Rapids has provided me with an opportunity to complete my understanding of municipal management. Heretofore, my professional experiences have been broad and involved the overall management of municipal organizations. However, as an Office Director, I was responsible for the day-to-day management and supervision of a significant operation within the City's structure that had organizational-wide impact.

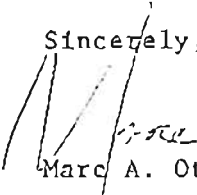
Aside from the technical skills that were necessary for providing office services, the very nature of the Management Services Office also required sound judgment, flexibility and cooperation in terms of recognizing, understanding and responding to the changing priorities of the organization. Being an effective participant in what it takes to accomplish organizational priorities meant understanding my role as Office Director and the relationship of the office to the work of others in the organization.

At present, I serve as the Assistant to the City Manager. My principal responsibilities include serving as Legislative Liaison and performing various administrative duties on behalf of the City Manager.

My work with the City of Grand Rapids has truly been a positive growth experience. While I have been with the City for approximately five years, I feel that I have gained ten years of experience. Indeed, my experience here has brought me to a point where I am prepared to move forward to a higher level of responsibility. Accordingly, with careful forethought and a great deal of enthusiasm, I respectfully request your favorable consideration of my application.

Please let me know when I can provide you further details in support of my application. Thank you for your consideration.

Sincerely,



Marc A. Ott

Resume enclosed

NOTE: This application is ACTIVE for 6 MONTHS ONLY

Name John N. Gire
LAST FIRST MIDDLE
Position ASSISTANT City Mgr.
Date 3/2/90

EMPLOYMENT APPLICATION

THE CITY OF



DEPARTMENT OF STAFF SERVICES
Human Resources Division
241 W. South Street
Kalamazoo, Michigan 49007-4796

An Equal Opportunity Employer

CITY OF KALAMAZOO, MICHIGAN
241 W. South Street
Kalamazoo, MI 49007
(616) 385-8052

PERSONAL:

Full name:

Last

First

Middle

Have you ever worked under a different name? If so, please indicate name for purposes of checking work record.

Address:

Street

City

State

Zip

Phone:

Area

Number

Alternate phone number:

Area

Number

Social Security Number:

Are you 18 years or older? (Yes or No) YES

Are you a citizen of the United States? (Yes or No) YES

Have you ever been employed by the City of Kalamazoo? (Yes or No) NO

If yes, what department?

From

mo.

yr.

To

mo.

yr.

Is any member of your immediate family employed by the City of Kalamazoo? (Yes or No) NO

If yes, what department

, and name of relative

Do you have a valid Driver's license? (Yes or No) YES

Are there any restrictions on it? (Yes or No) NO

Driver's license number

State

Have you ever had a criminal conviction? (Yes or No) NO If yes, explain

MEDICAL:

Is there any type of work which your physical or mental condition prohibits, or have you ever been advised by a physician not to perform certain types of work? If so, please explain

MILITARY SERVICE:

Active Military Service: Branch

From

year

To

year

Principal Assignment:

Rank/Grade at Discharge:

Reserve Status:

EMPLOYMENT RECORD:

Give a complete account of your employment (include full-time and part-time). Begin with your present or last employer and list all the jobs that you have had.

Name of Employer City of Grand Rapids Job Title Administrative Serv. Officer
 Address and Zip Code 300 Monroe, N.W. G.R., MI Description of Duties Provide Mgt and Administrative Assistance
 Name of Supervisor Kurt Kimball, City Mgr.
 Department City Mgr's Office Telephone No. 456-3111 TO THE City Manager
 Dates From 10/84 To Present Kind of Business Municipal Government
 Hrs. Worked Per Week 40-50
 Earnings \$47,000 approx
 Reason for Leaving

Name of Employer City of Jackson, MI Job Title Admin. Asst. to City Mgr.
 Address and Zip Code 161 W. Mich. Ave., Jackson, MI Description of Duties Provide Administrative Support to City Mgr.
 Name of Supervisor Wes McAllister, City Mgr.
 Department City Mgr's Office Telephone No.
 Dates From 10/82 To 11/84 Kind of Business Municipal Government
 Hrs. Worked Per Week 40-50
 Earnings \$23,000 approx
 Reason for Leaving New position

List record of employment not shown above as follows:

From	To	Name and Address of Employer	Business Position	Salary
10/81	11/82	Mich. Municipal League	Staff Asst.	\$15,000
1/81	10/81	City of Southfield, MI	Admin. Intern	\$10,000 approx
8/78	4/81	Oakland Univ., Rochester	Head Resident Supervisor	

Have you ever been discharged and/or laid off from employment? (Yes or No) NO
 If so, please explain.

PERSONAL REFERENCES:

Give names and addresses of three adults (not relatives or previous employers) who are familiar with your qualifications and background.

Name	Address and City	Area and Phone	Occupation
<u>M. H. Dwyer</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>PRESIDENT</u> <u>Chamber of Com.</u>
<u>Steve Hancock</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>ATTORNEY</u>

EDUCATION AND TRAINING:

Circle Last Year Attended

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
Grammar School								High School				College				Graduate			

Last School Attended

Name Oakland Univ. Address _____ City Rochester State Mi

Did you graduate? (Yes or No) yes If yes, what year? 1981

College Degree(s) Received B.S. & MPA

Course Major Mgt. & Pub. Admin. Minor Economics No. of Credit Hours _____

Business, Correspondence, Vocational, Military Service, Other Training:

Name of School	Training	Degree	Date Completed
<u>NATIONAL EMERGENCY</u> <u>TRAINING CENTER</u>	<u>EMERGENCY</u> <u>MANAGEMENT</u>	<u>CERTIFICATE</u>	<u>1984 & 1985</u>

CITY OF KALAMAZOO EMPLOYMENT AGREEMENT

I authorize my former employers to give any information regarding my employment. I hereby release them and their company from all damage whatsoever for issuing same.

I hereby certify that the statements in this application are true and correct and agree that any false or misleading information is considered to be adequate reason for rejecting my application for employment or dismissal after appointment regardless of the time elapsed before discovery.

4/3/90
Date

[Signature]
Signature

Equal Opportunity Employer
Includes non-discrimination of
the Handicapped.

Passing a drug test is a
condition of employment
with the City of Kalamazoo.

Resume of
MARC ANTHONY OTT

PERMANENT ADDRESS

~~3510 South Grand Ave~~
Kentwood, Michigan 49508
Phone: (616) 956-5389
Business: (616) 456-3039

CURRENT JOB OBJECTIVE

Seeking the position of City Manager in a full service city. Procedures of greatest interest include budgeting, personnel and policy, program and organizational analysis.

EDUCATIONAL BACKGROUND

April, 1981 M.P.A., Public Administration
April, 1979 B.S., Management, Concentration in Economics

EMPLOYMENT BACKGROUND

<u>Administrative Services Officer</u>	City Manager's Office	January 1987-
	Grand Rapids, Michigan	Present
	(Pop. 181,843)	

RESPONSIBILITIES: Currently serving as Assistant to the City Manager. Directly responsible for coordinating the City's legislative program, which includes state and federal relations, liaison with elected and appointed officials including personal contact with regional, state, and federal agencies. Also, monitor pending legislation which may impact the City, report on developments, represent the needs and position of the City when appropriate, and perform various other administrative duties on behalf of the City Manager.

Dec. 1984 - 86

Served as Director of Management Services, which is an executive component of the City Manager's Office. Directly responsible for preparing and administering a budget of approximately \$220,000; supervising and coordinating the activities of two Management Analysts, an Administrative Assistant and a Secretary. Generally, the office staff provided administrative and managerial assistance directly to the City Manager and to City departments throughout the organization. Office services included, but were not limited to research; analysis, development and implementation of policies and programs; organizational and intergovernmental project coordination; analysis of state and federal legislation; cable T.V. contract administration; staffing the Cable Television Advisory Forum and the Public Safety Advisory Commission; coordinating the City's graduate intern program; preparing City Commission agenda material and representing the City Manager on committees and at meetings.

<u>Administrative Assistant to the City Manager</u>	City Manager's Office Jackson, Michigan (Pop. 39,739)	November 1982- November 1984
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RESPONSIBILITIES: Served as the principal assistant to the City Manager. Generally responsible for assisting the City Manager with the administration of all city departments. Specific responsibilities included but were not limited to research projects, policy analysis, report preparation, project coordination, program development and implementation, i.e. employee performance evaluation and development programs; implementation of ORS Section 504 and affirmative action requirements; directing the City's safety committee and human relations commission; labor relations advisor; budget preparation and serving as acting Manager in the City Manager's absence.

<u>Staff Assistant</u>	Michigan Municipal League Ann Arbor, Michigan	October 1981- November 1982
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RESPONSIBILITIES: Responded to inquiries from municipal officials throughout the state regarding local government operation. Responses included reference material and other information based on research. Assisted in planning, organizing and staffing the MML's nine regional meetings, legislative conference, annual convention, and training programs.

<u>Administrative Intern</u>	City Administrator's Office Southfield, Michigan (Pop. 75,568)	January 1981- October 1981
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RESPONSIBILITIES: Involved in the day-to-day processes of the Administrator's Office, handled citizen complaints, report preparation, and organizational evaluation. Constructed a matrix illustrating the structure of the classification/compensation system. Developed an administrative procedure for the city's internship program. Also developed an integrated building and fire inspection program.

<u>Head Resident</u>	Oakland University Rochester, Michigan	August 1978- April 1981
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RESPONSIBILITIES: Total management of a residence hall of 96 to 315 students which included training, supervision and evaluation of two to eight resident assistants; advising building and system-wide student governments; enforcement of residence hall policy; handling discipline; student advising and counseling, conflict resolution, developing and implementing academic, social and cultural programs, assisting with the residence hall staff selection process; and supervising a nightwatch security team.

Financial Adjuster

Community National Bank
Pontiac, Michigan

June 1977-
August 1977

RESPONSIBILITIES: Collected delinquent accounts and revised financial payment plans for customers with installment loan agreements.

PROFESSIONAL AFFILIATIONS

International City Management Association

Michigan City Management Association
(Executive Board Member 1986 - 1988)

American Society for Public Administration

ADDITIONAL BACKGROUND INFORMATION

COMMUNITY RELATED ACTIVITIES

Region II Planning Commission - Executive Board (1983)

Big Brothers - Big Sisters of Jackson - Board Member (1984)

Recycling/Jackson, Inc. - Co-founder and Board Member (1984)

United Way of Jackson County - Member of Campaign Cabinet and Chairman of the Government Division (1984)

Jaycees - Jackson Chapter Member (1984)

Kappa Alpha Psi Fraternity Member

Reserve Police Officer Training - Jackson, MI (1984)

United Way Allocation Panel - Grand Rapids, MI (1986)

Leadership Grand Rapids - Executive Board Member (1987, 1988, 1989)
and Chairman Program Planning

Urban Institute of Contemporary Art - Board Member (1989)

Grand Rapids Art Museum - Board Member (1989)

Leadership Grand Rapids - Chairman Executive Board (1990)

HONORS AND AWARDS

Michigan Industrial Education Award (1970)

Member, "Who's Who in American Colleges and Universities," (1979)

Community Service Award, (Oakland University) (1979)

Certificate of Appreciation for dedication and perseverance in the pursuit of higher education, (Oakland University) (1979)

Graduate Assistantship, Department of Political Science (Oakland University) (1980-81)

Member, "Outstanding Young Men of America" (1981)

Certificate, Jackson Community College Leadership Academy (1982)

Certificate of Achievement, National Emergency Training Center, Emergency Management Institute (1984, 1985)

Certificate, Leadership Grand Rapids Program (1986)



OFFICE OF THE CITY MANAGER

241 W. South Street
Kalamazoo, Michigan 49007-4796
(616) 385-8047

March 27, 1990

Mr. Marc Ott *file*

Kentwood, Michigan 49508

Dear Marc:

This letter confirms our offer to you for the position of Assistant City Manager for the City of Kalamazoo. The offer includes the following:

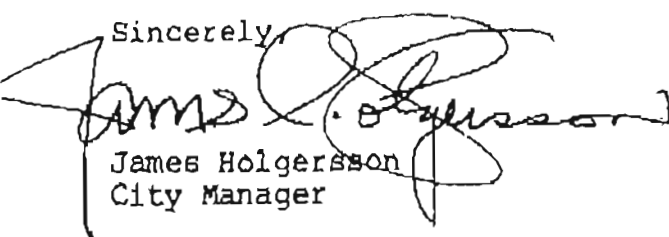
- see next pg* →
- \$49,000 beginning salary effective April 16, 1990, which will be your first day on the job.
 - Based on performance, you will be eligible for a salary adjustment every January.
 - Three weeks of vacation annually; 4 weeks vacation after 5 years.
 - Up to \$2,000 in moving expenses.
 - A parking space in the basement of City Hall and use of a City pool car for City business.
 - Health insurance coverage beginning May 1, 1990.
 - All the other benefits outlined on the attached document.
 - No outside consulting without prior approval of City Manager.

Additionally, permanent residency is required within the corporate limits of the City of Kalamazoo. A six-month extension for unusual circumstances may be granted by the City Manager. The Assistant Manager is responsible to and serves at the will of the City Manager. A copy of the City of Kalamazoo personnel policy on at-will employment accompanies this letter.

Marc, I'm very pleased you'll be joining us. Your professionalism and special abilities will complement our management team.

If you accept this offer of employment, please sign and return the original signed letter as soon as possible. Please keep this confidential so that we can advise the other candidates and the City Commission prior to any public announcement. We will not notify the City Commission and media until receipt of your acceptance.

Sincerely,



James Holgersson
City Manager


* I accept the offer for the Assistant City Manager position.

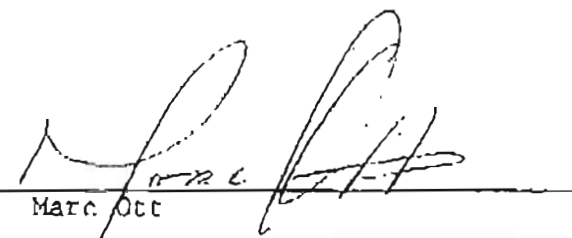

Marc Ott

3/30/90
Date

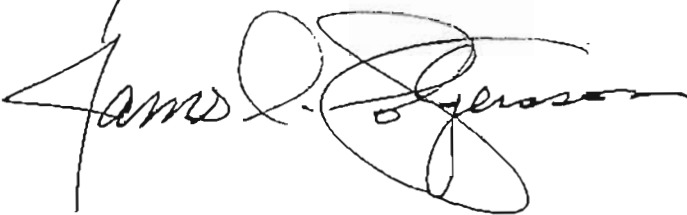
* I accept the offer for the position of Assistant City Manager as offered in the letter of March 27, 1990 with the following modifications:

 \$51,000 beginning salary effective April 30, 1990, which will be my first day on the job.

 Paid membership in the ICMA, MCMA and WMMA, including attendance at the MCMA conferences and, when possible, the ICMA annual conference.


Marc Ott

3/30/90
Date

 4/3/90

WELCOME to KALAMAZOO!

INTER-OFFICE MEMO

Please route att.
GP
8-8
CB
file

To: Honorable Mayor and City Commission
From: James N. Holgersson, ~~City~~ Manager
Date: April 2, 1990
Subject: Assistant City Manager Selection

We are pleased to announce the appointment of Marc Anthony Ott as Assistant City Manager. Marc will begin work on Monday, April 30, 1990.

Marc's educational background includes a Masters in Public Administration and a Bachelor of Science with an emphasis on management and concentration in economics.

Marc has had nine years of public administration experience, including the Cities of Southfield and Jackson, Michigan, and during the last five years, Assistant to the City Manager in Grand Rapids, Michigan. He also served as a staff assistant to the Michigan Municipal League earlier in his career.

Mr. Ott has not only considerable administrative experience, but also brings with him extensive experience in State Legislative program coordination while in Grand Rapids as well as while with the Municipal League.

We welcome Mr. Ott as the newest member of our management team.

tls

c Department Heads
City Manager's Office
New Media

FRINGE BENEFITS AVAILABLE TO THE ASSISTANT CITY MANAGER

Group Health Insurance

The City offers an option of one of three health insurance plans: Blue Cross Blue Shield, *Blue Care Network (an HMO), or *Physicians Health Plan (an HMO). Upon selection, the insurance becomes effective the first of the month, following thirty (30) days after the hire month. The employee contributes a minimal amount toward the selected insurance on a monthly basis (currently 5%) and co-pays toward the prescription drug rider. Details of the three options are available in the Human Resources Division of the City.

Group Dental Insurance

City-paid insurance for the employee and family is through the Delta Dental Plan and includes 100% coverage on preventive examinations twice each year and 50% coverage on restorative, oral surgery, endodontic, and periodontic services. Additionally there is a \$1,000.00 lifetime, per family member, orthodontic service.

Group Life Insurance

A \$20,000.00 straight life insurance policy with double indemnity through the John Hancock Life Insurance Company is paid by the City.

Long-Term Disability Insurance

This insurance is provided through Provident Life and Accident Insurance Company and is paid by the City.

Retirement Plan

The employee contributes 4% of annual compensation each calendar year. The City contributes actuarially-determined amounts required to maintain the system in a sound condition. Vestment in the system occurs after ten (10) years of service.

Paid Vacation

Three weeks annually.

*Employees electing an HMO pay the 5% of premium plus the difference between the HMO rate and the BCBS rate if the HMO is higher.

Holidays

There are ten (10) paid holidays per year.

Personal Leave

Two (2) personal days per year are available after the first thirty (30) days of employment.

Critical Illness or Funeral Leave

Three (3) days of paid leave are available for each occurrence of the critical illness of the employee's spouse, children, or parents.

Three (3) days of paid funeral leave are available for the employee's family members if the funeral is within 300 miles of Kalamazoo, and five (5) days are available if the funeral is beyond 300 miles.

Deferred Compensation

The City handles the administrative duties for a program to defer the income tax liability for a portion of an employee's annual compensation, if desired. Contact the Human Resources Division for details.

Annual Physical Examination

The City will pay up to \$100.00 toward the cost of an annual physical examination, not reimbursed by medical insurance, performed by a physician of the employee's choice.

Physical Fitness Program

The City will pay the annual membership fee at the YMCA.

Sick Leave

Sick leave is earned at the rate of eight (8) hours per month and is accumulated as long as employed. At retirement, there is a cash pay-out of one-half of all accumulated hours.

L. At-Will Employment

Those employees of the City of Kalamazoo who by charter, ordinance, or condition of employment serve at the pleasure or at the will of the City Commission or appointing official may be terminated without cause and without notice. No statement, written or oral, or action by any official or employee of the City can alter or amend this policy.

The terms "permanent employee(s)" or "probationary period" are in no way to be construed or interpreted as "lifetime" employment with the City.

Because of budget considerations, interviewers, supervisors, or other management employees should avoid statements or references to job security, definite-term employment, or employment "as long as the worker performs satisfactorily."

1-12-95

Marc

Here is a copy of the data I faxed
to Ed, at his request, re: your position (+ the other
Agner

Here is the information you requested, through the City Manager,
regarding salary ranges and position points for the City's
appointed officials.

1994 SALARY RANGE

	Minimum		Midpoint		Maximum
17910 City Manager	\$74,422	\$83,762	\$93,080	\$102,357	\$111,675
	(35.78)	(40.27)	(44.75)	(49.21)	(53.69)

If we assume a 2.8% inflation (market) factor for 1995,
(2.8% x the hourly rate, x 2080 hours)
the ranges are:

17910 City Manager	\$76,502	\$86,112	\$95,680	\$105,227	\$114,795
	(36.78)	(41.40)	(46.00)	(50.59)	(55.19)

The current (1994) rates of the appointees are:

City Manager -- \$85,000 (\$40.8654)
Add 2.8% = \$87,380
Add another 3.404% mid point adjustment (per
agreement) = \$90,354 1995 salary
(This does not include any merit (performance) pay.)

MEMO

To: Marc Ott, City Manager

From: Mayor Ed Annen

Date: December 22, 1993

Subject: My year end evaluation of your performance as City Manager

Pursuant to the format established by the City Commission's Administrative Committee, I herein choose to submit to you my year end evaluation of your performance as City Manager. This evaluation is in three parts. The first, perhaps unique to me, follows the outline of expectations I communicated to you by Memo dated March 11, 1993. The second sets out some general comments. The third merely states whether I believe you have exceeded expectations, met expectations, or failed to meet expectations. Please note that in making that final determination, I have used a number system applied to each expectation. There are 21 expectations producing a total possible point tally of 210. I evaluate each specific criteria with 10 being the highest rating and 1 being the lowest. A total rating of 168 to 210 constitutes exceeding expectations. A total rating of 105 to 167 constitutes meeting expectations. And a total rating of less than 105 means that you have failed to meet expectations.

Immediately below each category you will find my evaluation. Should you have any questions or wish to discuss this evaluation further, please feel free to call me.

Specific Evaluation Points

I. I expect you to conscientiously and faithfully perform your Charter prescribed duties as set forth in Section 42 through Section 46 of the Charter for the City of Kalamazoo, as amended.

10 points.

II. I expect you to communicate in a clear and concise form with each and every Commissioner and that such communication occur on a regular basis and as to those unanticipated events which could affect City Commission policies, in a timely manner. I define clear and concise communication, as (i) stating the policy issue at hand; (ii) identifying all of the factors that properly can be seen as affecting a decision on the issue; (iii) setting forth all practical options; (iv) choosing one of the options set forth as a policy recommendation, and succinctly stating your reasons for choosing to recommend that option.

8 points. This has improved considerably in the past 8 or so weeks.

III. I expect you to forge an effective working relationship and effective communication with all neighborhoods in the City, recognizing that they are not adversaries, but

partners with us in our attempt to secure a better life for our citizens. This would involve, among other things, initiating contacts with the neighborhoods over issues affecting them, giving their input careful attention and thought, and communicating back to the neighborhoods your position, and stating your reasons for the position you are taking.

9 points.

IV. I expect you to forge an effective working relationship and effective communications with business entities and organizations, including economic development organizations, recognizing they are not adversaries, but partners with us in our attempt to secure a better life for our citizens. I would define this by using the same definition I set forth in Paragraph III above.

10 points.

V. I expect that your interactions with other governmental jurisdictions to be positive in nature and with the underlying principle of such interactions being two fold: (i) cooperation to improve the quality of life for the entire metropolitan area, and (ii) educating and persuading those citizens residing outside the City limits of Kalamazoo and the governmental entities adjoining the City that they have a vested interest in seeing the City of Kalamazoo succeed.

8 points. This was difficult, because I do not believe that at this point of time the Commission has really focused policy on inter-governmental items.

VI. I expect you to forge an effective working relationship and effective communications with the entire educational community, recognizing that they are an integral ingredient to a successful City and to achieving a better quality of life for our citizens. I would define this by using the same definition provided in Paragraph III above. It is also my expectation that you treat the governing bodies of the educational entities and institutions you interact with as equals.

8 points. Same additional response as in V above.

VII. I expect you to interact with State and Federal agencies and our applicable legislators in ways designed to secure the advancement of the quality of life in Kalamazoo, and that you set forth policy positions to such agencies and legislators only after they have been approved in open session by the entire City Commission.

10 points.

VIII. I expect you to follow Section 45(a) of the City Charter, which requires you to directly supervise the operations of Public Safety, Public Works and Parks and Cemeteries and Section 45(b) which directs that with the exception of the Department of Law, the director of every City department be "immediately responsible to the City Manager for the administration of his/her department. It is my further hope that if you believe this charter provision no longer presents an efficient means for managing the City, and that you wish to delegate supervision

over Public Safety, Public Works or other departments to assistants, that you first raise this issue with the City Commission so to be able to explore whether appropriate amendments to the Charter to permit a different method of supervision should be considered.

10 points. The attorney gave us an opinion on this Charter provision which removed much of my concern. Furthermore, you are to be commended, having, in the spirit of this expectation, brought forward to the Commission, in a timely manner, your reorganization proposal.

IX. I expect you to forge an effective working relationship and effective communications with other Commission appointees, recognizing that they have an important role to play in advancing and protecting the City's interests, and that the relationship not be marked by any degree of "turf protection", nor in any manner be adversarial in nature. I define this by using the same definition set forth in Paragraph III above. Furthermore, I expect that you will keep the other Commission appointees timely and fully informed of all developments which properly fall within their range of responsibilities.

8 points. This would have been 10 except for the unfortunate meeting as to the Internal Auditor. However, other appointees report to me that they are very pleased with their relationship with you.

X. I expect you to provide budgets that are timely presented, easily decipherable, and clearly indicate changes from the previous fiscal year to the current fiscal year, and to the degree budgetary items have been transferred from one department, code, etc. to another area, you clearly indicate such to the commission and enable the commission to make "apple to apple" comparisons.

10 points. You presented the best budget document since the Sculley years.

XI. I expect you to keep the strictures of the "Open Meetings Act" current in your mind, and not participate in any discussions which could be deemed to be violative of that Act, and that you recognize that "policy statements" issued under the name of the City, any Commissioner, or any city appointee or employee, must be approved by the entire commission, in open session, except for those limited matters the Open Meetings Act permits closed session discussion upon. In this regard, I expect you to consult with the City Attorney if you have any concern that all or parts of the Open Meetings Act may be violated.

10 points.

XII. I expect you to keep the strictures of the "Freedom of Information Act" current in your mind and not participate in any effort to thwart the purposes of the Act or to defeat its legal requirements. In this regard, I expect you to consult with the City Attorney whenever you require advice on adhering to the requirements of said Act.

10 points.

XIII. I expect you to treat each and every commissioner with courtesy and respect, recognizing that the citizens chose to invest the responsibility of commissioner upon that person, and therein said commissioner(s) is/are worthy of such treatment. Furthermore, I expect that you inform the Commission of all essential facts, be they positive or negative so that the Commission can make informed decisions on policy issues that come before it.

10 points. Considerable improvement has occurred.

XIV. I expect you to treat every citizen with courtesy and respect recognizing that ultimately they are the employers of all of us.

10 points.

XV. I expect, pursuant to Commission ordinance, that you notify each and every commissioner by phone or memo when you will be away from the City of Kalamazoo for more than 24 hours.

10 points.

XVI. I expect that during the City Commission campaign and election process you be entirely neutral as to all candidates be they incumbents or not, and strenuously avoid giving incumbent candidates any advantage over non-incumbents, and that any information sought by any candidates, be they incumbents or not, be shared with all candidates.

10 points.

XVII. I expect you to avoid losing your temper during any Commission deliberations or during any meeting with neighborhoods, businesses, etc.

10 points.

XVIII. I expect you to find time, within a week or so after taking office, to meet with the City Attorney and fully acquaint yourself with all Charter provisions and City Ordinances governing the operations of your office.

5 points.

XIX. I expect that as to your interaction with staff or the personal friendships that you may develop with your staff, you conduct your actions and speech in such a manner as to not needlessly expose the city to any litigation, which in today's age, could arise from thoughtless conduct and speech occurring in any such relationships.

10 points.

XX. I expect you to always keep in mind that the City Commission determines city policy, and the City Manager and Staff are assigned the duties of the effective administration of

the policies established.

10 points.

XXI. I expect you to apply wisdom in the exercise of travel and that you carefully consider the need for any travel when it arises and the appropriate number of city personnel who should travel on any given trip, and to see that any Commission established travel policies are enforced.

10 points. Simply excellent judgment.

Total Points On Specific Evaluation: 196

General Comments

Marc, I believe given your learning curve, that you are doing exceedingly well. I have specifically noticed, and this has been commented on to me by other Commissioners, in your openness and more relaxed composure the past two months. You are to be commended for your performance to this date.

You also deserve to hear any constructive comments I may offer to assist you in even bettering your already strong performance. I have several, and they are as follows:

A. I was very pleased that you presented your reorganization concept to the commission in a timely manner. Other managers I have experienced would not have extended that courtesy to the commission. I also commend you for promptly addressing any organizational concerns you had. Your predecessor spoke of them often, had charts on the wall, but never really addressed them.

B. I have been very pleased with the knowledge you have brought to the table on a variety of issues. It is apparent to me that you are doing your homework.

C. I am very pleased, as I have told you, with the budget document you presented. Unlike my experience with your immediate predecessor I found it largely free of frustrating typographical error, and undue, excessive optimism. Given the uncertainty with State funding, I believe you presented a responsible well thought out budget document.

D. I am very pleased that I have seen you exhibit a friendlier more open style the past 8 weeks as you have interacted with your commission. This has shown me that you are very open to constructive comment and are willing to alter your approach, when so requested, to foster a good working relationship and to advance the City.

E. I find, at times, that your oral presentations are rather lengthier and wordier than they need to be. I believe you can make your points much more effectively if you strive to shorten the sheer volume of the words you use to couch your presentations. However, this is

an individual reaction on my part, and it could very well be that other Commissioners hold a different view, and enjoy the length of your presentations. I would suggest, as you get the chance, that you raise this with other Commissioners and attempt to determine if my view is a singularity, which, if it is, you can safely ignore this comment. But, I try to follow the maxim, that if something can be said in 10 words it is better to use 10 words than to say it in 20.

F. I find that every new manager, especially those who were hired from within, go through a period where they find the need to demonstrate to employees and others, that indeed he or she is the City Manager, and that in a certain way a new relationship is in order. I do not find this alarming at all, and as noted, experienced this with both Robert Bobb and Sheryl Sculley. However, one unfortunate by-product of this is a tendency to exert "excessive control". It is my hope that as you continue to grow in the manager's position, and become ever more comfortable with the knowledge that you are accepted and respected in that position, "excessive control" will diminish, and your department heads will feel more free to respond to general inquiries from the public "without first checking with Marc", and will feel free to be more innovative in their job performance. I believe we both have a tendency to want policy making and the administering of policy to be "clean", but it is unavoidably messy at times, and we have to learn to be relaxed amid the mess. Blaine Lam told me that during the EMS issue, he and Onderlinde asked to talk with you. You said that should best occur in your office. Once they and you were in your office, you said: "Now that we are in my office, this is my meeting, and the meeting is over." Whether that event actually happened that way and in that context or not is less important than a citizen [Lam] perceived it happened that way. The Marc I see steadily growing in office, I fully expect will avoid giving such perceptions in the future. But again, I believe such arises out of this concept of "control".

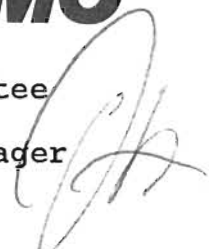
The above is to be taken by you as constructive input and advice. I ask that you not over-react to it, because in the context of your over-all evaluation this has not measurably detracted from your performance. It is stated to improve your already strong performance.

Expectation Summary Rating

I evaluate you as having "exceeded expectations." Congratulations and keep up the excellent work.

INTER-OFFICEMEMO

To: Administrative Committee
From: Marc A. Ott, City Manager
Date: January 13, 1995
Subject: Appointee Evaluation



I would like to thank each member of the Administrative Committee, as well as Commissioners Larson and Jackson for your efforts regarding an evaluation process for appointed officials. Clearly, evaluation methodology is very complicated and challenging and always requires a deliberate approach in its development and administration. I appreciate and welcome the opportunity to comment.

First, I think the proposed process and evaluation instrument demonstrates an attempt to deal with aspects of the evaluation methodology which have been the subject of criticism by Commissioners and appointed officials. For example, your proposal would afford each appointed official an explicit evaluation from each elected official which would bear their respective signatures. Additionally, an attempt has been made to tie the evaluation to salary determination. I think this approach moves us in the right direction.

There are, however, a number of concerns that I wish to describe:

1. Fundamentally, evaluations should be based upon a set of defined expectations. This did not occur at the start of 1994 for the purpose of subsequently evaluating performance.
2. A performance evaluation instrument should be based upon defined expectations. The proposed evaluation form was not, in my opinion, based upon defined expectations except by reference to the responsibilities of appointed officials as mandated by City charter.
3. I am concerned that the proposed performance evaluation instrument was developed after the fact. That is, developed at the end of a year rather than being in place at the beginning of a performance year. This approach seems inherently unfair.

4. The proposed instrument provides a rating system which is tied to salary determination. Within it levels of performance are characterized numerically. Of particular concern to me is that this rating system defined satisfactory performance @ #7. That fact is significant because it bears direct relationship to my employment agreement with the City which in regard to salary adjustment is also based upon satisfactory performance. Unfortunately, that agreement is silent in regard to defining what is satisfactory performance. I am concerned and question the fairness of this performance level, i.e. satisfactory being defined by the Administrative Committee or City Commission unilaterally. This, too, is inherently unfair.
5. I also have concerns about a number of questions throughout the evaluation instrument, but in particular I have serious concerns about questions listed under the category "Appointee and Staff". With respect to that category, the question is, "on what basis will the City Commission make judgements in this area"?

I have tried to articulate just a few of my observations and concerns relative to the proposed appointee evaluation process. I certainly recognize that you have a responsibility to carry out some kind of an evaluation for 1994 performance. However, I do have very serious concerns with the process and the instrument as currently proposed. I stand ready to work with you to develop a mutually acceptable process and instrument.

kls

1994 CITY MANAGER EVALUATION

Charter

1. In your opinion is this appointee carrying out his/her responsibilities as set forth in the Charter for the City of Kalamazoo? Attached hereto are the relevant charter pages setting for the Charter mandated responsibilities of each appointee.

1 2 3 4 5 6 (7) 8 9 10
Very Poor Excellent

Comments: As stated per charter - as expected

Appointee and Commission

2. In your opinion do you believe this appointee has communicated clearly, timely and effectively with you?

1 2 3 4 5 6 7 8 9 10
Very poor Excellent

Comments: # note in connection (person)

3. Do you find this appointee's written communications to enable you to understand the substance of the subject matter of the communication in a manner affording you clear understanding of the issues at hand?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: I enjoy seeing a staff nurse who pre-
sented herself better.

4. Do you find that this appointee interacts with you in a professional manner.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: * noted in conversation (personal)

5. Does this appointee timely respond to your inquiries and needs as a Commissioner?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: noted in conversation (personal)

6. Do you find that this appointee works effectively and diligently to administrate and implement City Commission policy?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Please relate below any other information you believe pertinent to this Appointee's interaction with the Commission:

Comments: _____

7. Please provide an overall rating of this appointees interaction with the Commission:

1 2 3 4 5 6+ 7 8 9 10
Very Poor Excellent

Appointee and Staff

8. In your opinion does this appointee treat his/her staff with maturity and respect, influencing staff and directing them towards a goal without reliance on excessive authority or position?

1 2 3 4 5 6+ 7 8 9 10
Very Poor Excellent

Comments: noted in conversation (personal)

9. How would you rate this appointnee's staff appointments?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: He inherits many. Record of staff
appointments may be tentative as of now.

10. In your opinion does this appointee encourage teamwork among staff and work to have high staff morale, showing due consideration for the feelings and needs of others?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: Allogans are not total answers. Change
needs trust or fear. Morale of staff
may need "massaging". Staff is counsel with Mark

11. Please relate below any other information you believe pertinent as concerns this appointees interaction with his/her staff:

Comments: _____

12. Please provide an overall rating of this appointees interaction with staff:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Appointee and Public

13. Do you believe this appointee interacts with the public at large in a manner indicative of respect and sensitivity?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: As expected, or by charter implication.

14. Do you believe this appointee communicates effectively with the public and presents his/her self as an individual competently carrying out the City's business?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: good job

15. Please relate any other information you believe is pertinent to your evaluation of this appointee's interaction with the public:

Comments: No problems

16. Please provide an overall rating of this appointees interaction with the public:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

OVERALL

17. Please provide an overall rating of this appointees performance in the entirety of his/her duties and responsibilities:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

$6 + 4 + 7 = 6$

Submitted By:

Patty Hepler

98

1994 CITY MANAGER EVALUATION

Charter

1. In your opinion is this appointee carrying out his/her responsibilities as set forth in the Charter for the City of Kalamazoo? Attached hereto are the relevant charter pages setting for the Charter mandated responsibilities of each appointee.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments:

Fullfills Charter responsibilities
Excellent Expectations - Relative to
A year ago outstanding standards.

Appointee and Commission

2. In your opinion do you believe this appointee has communicated clearly, timely and effectively with you?

1 2 3 4 5 6 7 8 9 10
Very poor Excellent

Comments:

3. Do you find this appointee's written communications to enable you to understand the substance of the subject matter of the communication in a manner affording you clear understanding of the issues at hand?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments:

4. Do you find that this appointee interacts with you in a professional manner.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

5. Does this appointee timely respond to your inquiries and needs as a Commissioner?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

6. Do you find that this appointee works effectively and diligently to administrate and implement City Commission policy?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Please relate below any other information you believe pertinent to this Appointee's interaction with the Commission:

Comments: _____

7. Please provide an overall rating of this appointees interaction with the Commission:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Appointee and Staff

8. In your opinion does this appointee treat his/her staff with maturity and respect, influencing staff and directing them towards a goal without reliance on excessive authority or position?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: You can usually tell how much respect a person gives by what he/she respects

9. How would you rate this appointmee's staff appointments?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

10. In your opinion does this appointee encourage teamwork among staff and work to have high staff morale, showing due consideration for the feelings and needs of others?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: Internal communication beyond
immediate staff directly supervising
needs some attention & some
misunderstandings exist - But no more
than similar organization of size / complexity.

11. Please relate below any other information you believe pertinent as concerns this appointees interaction with his/her staff:

Comments: Count STIFF - many have
been proud and are starting
to spread their wings

12. Please provide an overall rating of this appointees interaction with staff:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Appointee and Public

13. Do you believe this appointee interacts with the public at large in a manner indicative of respect and sensitivity?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

14. Do you believe this appointee communicates effectively with the public and presents his/her self as an individual competently carrying out the City's business?

1	2	3	4	5	6	7	8	9	10
Very Poor									Excellent

Comments: _____

15. Please relate any other information you believe is pertinent to your evaluation of this appointee's interaction with the public:

Comments: When possible - limit staff interaction during recent commission meetings (whether during or off hours) is only expectation - criticism I have been under pressure of.

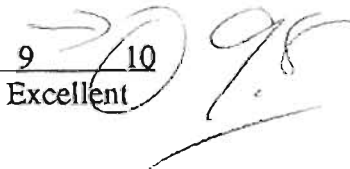
16. Please provide an overall rating of this appointees interaction with the public:

1	2	3	4	5	6	7	8	9	10
Very Poor								Excellent	

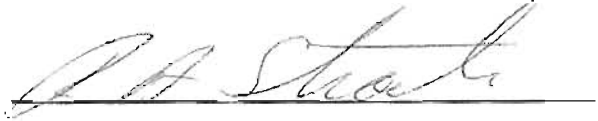
OVERALL

17. Please provide an overall rating of this appointees performance in the entirety of his/her duties and responsibilities:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent



Submitted By:



1994 CITY MANAGER EVALUATION

Charter

1. In your opinion is this appointee carrying out his/her responsibilities as set forth in the Charter for the City of Kalamazoo? Attached hereto are the relevant charter pages setting for the Charter mandated responsibilities of each appointee.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

Appointee and Commission

2. In your opinion do you believe this appointee has communicated clearly, timely and effectively with you?

1 2 3 4 5 6 7 8 9 10
Very poor Excellent

Comments: _____

3. Do you find this appointee's written communications to enable you to understand the substance of the subject matter of the communication in a manner affording you clear understanding of the issues at hand?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

4. Do you find that this appointee interacts with you in a professional manner.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

5. Does this appointee timely respond to your inquiries and needs as a Commissioner?

1 2 3 4 5 6 7.5 8 9 10
Very Poor Excellent

Comments: _____

6. Do you find that this appointee works effectively and diligently to administrate and implement City Commission policy?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Please relate below any other information you believe pertinent to this Appointee's interaction with the Commission:

Comments: * COMMENTS WERE MADE TO MANAGER ON PERSONALLY AS WELL AS IN THE OPEN MEETING OF JAN. 11TH, 1995

7. Please provide an overall rating of this appointees interaction with the Commission:

1 2 3 4 5 6 7 8 8.66 9 10
Very Poor Excellent

$52 \div 6 = 8.66$

Appointee and Staff

8. In your opinion does this appointee treat his/her staff with maturity and respect, influencing staff and directing them towards a goal without reliance on excessive authority or position?

position:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

7.5

Comments: _____

9. How would you rate this appointmee's staff appointments?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

10. In your opinion does this appointee encourage teamwork among staff and work to have high staff morale, showing due consideration for the feelings and needs of others?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

11. Please relate below any other information you believe pertinent as concerns this appointees interaction with his/her staff:

Comments: * COMMENTS WERE MADE TO MARC OTT
PERSONALLY AS WELL AS IN THE OPEN
MEETING OF JAN 17TH, 1995

12. Please provide an overall rating of this appointees interaction with staff:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

$$24 \div 3 = 8.0$$

Appointee and Public

13. Do you believe this appointee interacts with the public at large in a manner indicative of respect and sensitivity?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

14. Do you believe this appointee communicates effectively with the public and presents his/her self as an individual competently carrying out the City's business?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: * COMMENTS WERE MADE TO MARC OTT
PERSONALLY AS WELL AS IN THE OPEN MEETING
OF JAN 10, 1995.

15. Please relate any other information you believe is pertinent to your evaluation of this appointee's interaction with the public:

Comments: _____

16. Please provide an overall rating of this appointees interaction with the public:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

$$18 \div 2 = 9$$

OVERALL

17. Please provide an overall rating of this appointees performance in the entirety of his/her duties and responsibilities:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

8.5

25.00 3 = 8.55
ex 8.0

Submitted By:

Barbara Larson

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Figure 1: Schematic representation of the experimental design. The figure shows a timeline of the experiment. It starts with a 'Pretest' phase, followed by a 'Main Experiment' phase. The Main Experiment is divided into two parts: 'Part 1' and 'Part 2'. Part 1 involves a 'Pretest' and a 'Main Experiment' with 'Condition 1' and 'Condition 2'. Part 2 involves a 'Pretest' and a 'Main Experiment' with 'Condition 1' and 'Condition 2'. The timeline ends with a 'Posttest' phase.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: I believe that there is room for improvement here. However, the problems I see I largely account for as part of a learning curve for someone who has not been a city manager before this experience.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Appointee and Staff

8. In your opinion does this appointee treat his/her staff with maturity and respect, influencing staff and directing them towards a goal without reliance on excessive authority or position?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: I am somewhat troubled by the suspensions which have occurred and the nature of interaction with staff. If you do not have one, it is my expectation that you will develop a very clear disciplinary policy.

9. How would you rate this appointmee's staff appointments?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: By and large good. However, there has been a lapse or two.

10. In your opinion does this appointee encourage teamwork among staff and work to have high staff morale, showing due consideration for the feelings and needs of others?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: Room for improvement here.

11. Please relate below any other information you believe pertinent as concerns this appointees interaction with his/her staff:

Comments: Again, I subscribe any concerns I have here to the learning curve for a new manager. I sense there is a need to over exert authority to assure there is control. As you become more and more comfortable in your position, I trust this will become less and less the case.

12. Please provide an overall rating of this appointees interaction with staff:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Appointee and Public

13. Do you believe this appointee interacts with the public at large in a manner indicative of respect and sensitivity?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: By and large good interaction.

14. Do you believe this appointee communicates effectively with the public and presents his/her self as an individual competently carrying out the City's business?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: By and large yes. However, part of the public does sense the "control" issue.

15. Please relate any other information you believe is pertinent to your evaluation of this appointee's interaction with the public:

Comments:

16. Please provide an overall rating of this appointees interaction with the public:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Callaway

4. Do you find that this appointee interacts with you in a professional manner.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

5. Does this appointee timely respond to your inquiries and needs as a Commissioner?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

6. Do you find that this appointee works effectively and diligently to administrate and implement City Commission policy?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Please relate below any other information you believe pertinent to this Appointee's interaction with the Commission:

Comments: _____

7. Please provide an overall rating of this appointees interaction with the Commission:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Appointee and Staff

8. In your opinion does this appointee treat his/her staff with maturity and respect, influencing staff and directing them towards a goal without reliance on excessive authority or position?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

9. How would you rate this appointee's staff appointments?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

10. In your opinion does this appointee encourage teamwork among staff and work to have high staff morale, showing due consideration for the feelings and needs of others?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

11. Please relate below any other information you believe pertinent as concerns this appointee's interaction with his/her staff:

Comments: _____

12. Please provide an overall rating of this appointees interaction with staff:

1	2	3	4	5	6	7	8	9	10
Very Poor									Excellent

Appointee and Public

13. Do you believe this appointee interacts with the public at large in a manner indicative of respect and sensitivity?

1	2	3	4	5	6	7	8	9	10
Very Poor									Excellent

Comments: _____

14. Do you believe this appointee communicates effectively with the public and presents his/her self as an individual competently carrying out the City's business?

1	2	3	4	5	6	7	8	9	10
Very Poor									Excellent

Comments: _____

15. Please relate any other information you believe is pertinent to your evaluation of this appointee's interaction with the public:

Comments: _____

16. Please provide an overall rating of this appointees interaction with the public:

1	2	3	4	5	6	7	8	9	10
Very Poor									Excellent

~~James J. ...~~
1/15/95

City Manager

Comments were made at the 1/17/95
City Commission as requested by the
City Manager.

Haan

1994 CITY MANAGER EVALUATION

Charter

1. In your opinion is this appointee carrying out his/her responsibilities as set forth in the Charter for the City of Kalamazoo? Attached hereto are the relevant charter pages setting for the Charter mandated responsibilities of each appointee.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

Appointee and Commission

2. In your opinion do you believe this appointee has communicated clearly, timely and effectively with you?

1 2 3 4 5 6 7 8 9 10
Very poor Excellent

Comments: _____

3. Do you find this appointee's written communications to enable you to understand the substance of the subject matter of the communication in a manner affording you clear understanding of the issues at hand?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: VERY FEW WRITTEN COMMUNICATIONS

4. Do you find that this appointee interacts with you in a professional manner.

1 2 3 4 (5) 6 7 8 9 10
Very Poor Excellent

Comments: For the most part. not always

5. Does this appointee timely respond to your inquiries and needs as a Commissioner?

1 2 3 (4) 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

6. Do you find that this appointee works effectively and diligently to administrate and implement City Commission policy?

1 2 3 4 (5) 6 7 8 9 10
Very Poor Excellent

Please relate below any other information you believe pertinent to this Appointee's interaction with the Commission:

Comments: _____

7. Please provide an overall rating of this appointees interaction with the Commission:

1 2 3 4 (5) 6 7 8 9 10
Very Poor Excellent

Appointee and Staff

8. In your opinion does this appointee treat his/her staff with maturity and respect, influencing staff and directing them towards a goal without reliance on excessive authority or position?

1 2 3 ④ 5 6 7 8 9 10
Very Poor Excellent

Comments: DIFFICULT TO ASSES IN THAT AM NOT PRESENT FOR TO OBSERVE
A LOT OF STAFF INTERACTION.

9. How would you rate this appointee's staff appointments?

1 2 3 4 ⑤ 6 7 8 9 10
Very Poor Excellent

Comments: SOME GOOD APPOINTMENTS, SOME NOT SO GOOD.

10. In your opinion does this appointee encourage teamwork among staff and work to have high staff morale, showing due consideration for the feelings and needs of others?

1 2 3 ④ 5 6 7 8 9 10
Very Poor Excellent

Comments: TOO MUCH CONCERN WITH "CONTROL"

11. Please relate below any other information you believe pertinent as concerns this appointees interaction with his/her staff:

Comments: _____

12. Please provide an overall rating of this appointees interaction with staff:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Appointee and Public

13. Do you believe this appointee interacts with the public at large in a manner indicative of respect and sensitivity?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

14. Do you believe this appointee communicates effectively with the public and presents his/her self as an individual competently carrying out the City's business?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: *Sometimes appears to be other agencies.*

15. Please relate any other information you believe is pertinent to your evaluation of this appointee's interaction with the public:

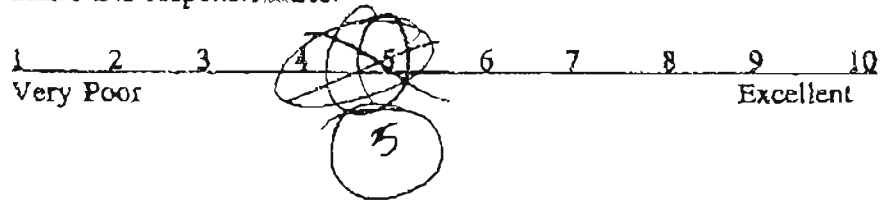
Comments: _____

16. Please provide an overall rating of this appointees interaction with the public:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

OVERALL

17. Please provide an overall rating of this appointees performance in the entirety of his/her duties and responsibilities:



Submitted By:

AAAN

Charter

Comments: _____

Comments: _____

Comments: _____

4. Do you find that this appointee interacts with you in a professional manner.

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

5. Does this appointee timely respond to your inquiries and needs as a Commissioner?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

6. Do you find that this appointee works effectively and diligently to administrate and implement City Commission policy?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Please relate below any other information you believe pertinent to this Appointee's interaction with the Commission:

Comments: _____

7. Please provide an overall rating of this appointees interaction with the Commission:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Appointee and Staff

8. In your opinion does this appointee treat his/her staff with maturity and respect, influencing staff and directing them towards a goal without reliance on excessive authority or position?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

9. How would you rate this appointmee's staff appointments?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

10. In your opinion does this appointee encourage teamwork among staff and work to have high staff morale, showing due consideration for the feelings and needs of others?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

Comments: _____

11. Please relate below any other information you believe pertinent as concerns this appointees interaction with his/her staff:

Comments: _____

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

13. Do you believe this appointee interacts with the public at large in a manner indicative of respect and sensitivity?

[illegible]

14. Do you believe this appointee communicates effectively with the public and presents his/her self as an individual competently carrying out the City's business?

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

15. Please relate any other information you believe is pertinent to your evaluation of this appointee's interaction with the public:

16. Please provide an overall rating of this appointees interaction with the public:

1 2 3 4 5 6 7 8 9 10
Very Poor Excellent

City of Kalamazoo

INTER-OFFICE MEMO

To: Barbara A. Larson, Mayor
From: Marc A. Ott, City Manager
Date: February 29, 1996
Subject: City Commission Appointee - Evaluation Instrument

As you requested, I have assembled the performance evaluation materials for myself and the other City Commission appointees. The packet includes the evaluation instruments which includes specific performance indicators for each appointee. Additionally, I have included employment contracts or letters of understanding, if applicable, as you requested.

Of course, this material is being provided in light of the City Commission's decision to initiate the evaluation process for all appointees by March 1, 1996. As you know, the decision to wait until March 1 was predicated on the desire to give newly elected Commissioners and the Vice Mayor an extended opportunity to evaluate the performance of each appointee.

I assume that you will determine how you wish to proceed based upon input from the other members of the Commission. However, the other appointees and I are prepared to assist as you deem appropriate.

attachments

*c: City Attorney Bob Cinabro
City Clerk Nancy Collins
City Assessor Val Purcell
Internal Auditor Bonnie Fonner*

kls

City Manager Marc Ott

Overall -- 2.13

	Larson	Heilman	Jackson	Hahn	Gordon	Piercey	Ferraro
1. Budget 2.14 A. Budget presented in accordance w/mandated date?	2	2	2*	2	2	2	3
1. Budget 2.14 B. Budget reflect vision & focus?	2	2	2	3	2	2	2
2. Agenda prepared and presented? 2.29	2	2	2	3	2*	2	3
3. Policy 1.93 A. Policy and management analysis?	2	1	1.5*	2*	2*	2	3
3. Policy 1.93 B. Recommendations on policy alternatives?	2	1	1.5	2*	2*	2	3
4. Staff assigned 2.50 appropriately for follow-up and timely response?	2.5	2	2	3	3	2	3
5. Duties and 2.00 responsibilities carried forth as City Charter?	2	2	2	2*	2	2	2
6. Legislative action 2.00 identification?	2	2	2	2	2*	2	2
7. Relationships 2.14 A. Maintain good relationship w/CC?	2	2	1.5*	2.5*	2	2	3
7. Relationships 2.20 B. Maintain good relationship w/appointees?	2	2	--	--	2	2	3

* Indicates comments. See attached page.

Commission Comments

Marc Ott

Commissioner Jackson:

- 1b. Was prepared in great part before this commission took office.
- 7a. Improved, but not yet what I expect.

Commissioner Hahn:

- 3. I believe it would be better if some of the counter arguments were also presented in the memos.
- 5. I believe that the attention of the Manager is requested on a specific issue or at a specific meeting the manager should attend it personally or offer an explanation of his absence.

Commissioner Gordon:

This review should have questions added re. managerial skills.

- 2. Our call for more special meetings at the moment is not heard.
- 3. Memos supporting agenda items could be much better.
- 6. Could stand improvement.

Basically Marc is doing a good job. 2 on a scale of 1 to 5 (1 being best). He needs to review Barbara Gordon's duties. It appears she is doing too much for one person. We should be getting into more "issues" in meetings. Memos supporting agenda items are often weak or poor.

City of Kalamazoo
1995 Performance Agreement

Barbara Larson
3/10/96

Employee Name Marc Ott

Employee Job Title City Manager

Criteria: Performance Indicators are dimensions of the primary job responsibilities.

Expectations are measures in time, quantity, or quality, in the judgement of the reviewer:

- ☐ Exceeds - surpasses
- ☐ Meets - acceptable
- ☐ Below - does not meet expectations

Performance Indicator	Expectation Level Specify:
-----------------------	-------------------------------

- | | |
|---|-----------------|
| 1. Budget | |
| a. Did the City Manager present a budget, in accordance with the Charter mandated date? | MEETS |
| b. Did the budget reflect the vision, mission and key focus areas of the Commission? | MEETS |
| 2. Does the Manager adequately prepare and present a weekly agenda for the City Commission? | MEETS |
| 3. Policy Recommendations | |
| a. Does the Manager conduct necessary policy and management analysis? | MEETS |
| b. Does the Manager provide recommendations on policy alternatives? | MEETS |
| 4. Does the Manager assign appropriate staff to conduct necessary follow-up and prepare appropriate and timely responses to citizens' concerns? | MEETS / EXCEEDS |
| 5. Does the Manager carry out the duties and responsibilities as stated in the City Charter? (if not specify) | MEETS |
| 6. Does the Manager identify issues of concern to the City which, at the state and federal levels, require legislative action? | MEETS |

Performance Indicators	Expectation Level Specify
7. Working Relationships a. Does the Manager maintain a good working relationship with the City Commission? b. Does the Manager maintain a good working relationship with the other Commission Appointees?	MEETS MEETS

 Marc A. Ott, City Manager

Date: _____

 Barbara A. Larson, Mayor

Date: _____

Zulie

City of Kalamazoo
1995 Performance Agreement

Employee Name Marc Ott

Employee Job Title City Manager

Criteria: Performance Indicators are dimensions of the primary job responsibilities.

Expectations are measures in time, quantity, or quality, in the judgement of the reviewer:

Exceeds - surpasses

Meets - acceptable

Below - does not meet expectations

Performance Indicator	Expectation Level Specify:
1. Budget	
a. Did the City Manager present a budget, in accordance with the Charter mandated date?	<i>meets</i>
b. Did the budget reflect the vision, mission and key focus areas of the Commission?	<i>was prepared in great part before this Commission took office</i>
2. Does the Manager adequately prepare and present a weekly agenda for the City Commission?	<i>meets</i>
3. Policy Recommendations	
a. Does the Manager conduct necessary policy and management analysis?	<i>meets/below</i>
b. Does the Manager provide recommendations on policy alternatives?	<i>meets/below</i>
4. Does the Manager assign appropriate staff to conduct necessary follow-up and prepare appropriate and timely responses to citizens' concerns?	<i>meets</i>
5. Does the Manager carry out the duties and responsibilities as stated in the City Charter? (if not specify)	<i>meets</i>
6. Does the Manager identify issues of concern to the City which, at the state and federal levels, require legislative action?	<i>meets</i>

Performance Indicators	Expectation Level Specify
<p>7. Working Relationships</p> <p>a. Does the Manager maintain a good working relationship with the City Commission?</p> <p>b. Does the Manager maintain a good working relationship with the other Commission Appointees?</p>	<p><i>meets/below improved, but not yet what I expect.</i></p> <p><i>I have no way of knowing.</i></p>

8/3/10/96

Marc A. Ott, City Manager

Date: _____

Barbara A. Larson, Mayor

Date: _____

E Al Heik
3-14-96

City of Kalamazoo
1995 Performance Agreement

Employee Name Marc Ott

Employee Job Title City Manager

Criteria: Performance Indicators are dimensions of the primary job responsibilities.

Expectations are measures in time, quantity, or quality, in the judgement of the reviewer:

Exceeds - surpasses

Meets - acceptable

Below - does not meet expectations

1-10 10 high

Performance Indicator	Expectation Level Specify: <u>Meet</u> / <u>Exceed</u> / <u>below</u>
1. Budget	
a. Did the City Manager present a budget, in accordance with the Charter mandated date?	yes Meets
b. Did the budget reflect the vision, mission and key focus areas of the Commission?	Meets
2. Does the Manager adequately prepare and present a weekly agenda for the City Commission?	Meets
3. Policy Recommendations	
a. Does the Manager conduct necessary policy and management analysis?	below
b. Does the Manager provide recommendations on policy alternatives?	below
4. Does the Manager assign appropriate staff to conduct necessary follow-up and prepare appropriate and timely responses to citizens' concerns?	Meets
5. Does the Manager carry out the duties and responsibilities as stated in the City Charter? (if not specify)	Meets
6. Does the Manager identify issues of concern to the City which, at the state and federal levels, require legislative action?	Meets

Performance Indicators	Expectation Level Specify
7. Working Relationships a. Does the Manager maintain a good working relationship with the City Commission? b. Does the Manager maintain a good working relationship with the other Commission Appointees?	Meets Meets MEETS

 Marc A. Ott, City Manager

Date: _____

 Barbara A. Larson, Mayor

Date: _____

LANCE

City of Kalamazoo
1995 Performance Agreement

Employee Name Marc Ott

Employee Job Title City Manager

Criteria Performance Indicators are dimensions of the primary job responsibilities.

Expectations are measures in time, quantity, or quality, in the judgement of the reviewer:

Exceeds - surpasses

Meets - acceptable

Below - does not meet expectations

Performance Indicator	Expectation Level Specify:
1. Budget	
a. Did the City Manager present a budget, in accordance with the Charter mandated date?	Exceeds
b. Did the budget reflect the vision, mission and key focus areas of the Commission?	Meets
2. Does the Manager adequately prepare and present a weekly agenda for the City Commission?	Exceeds
3. Policy Recommendations	
a. Does the Manager conduct necessary policy and management analysis?	Exceeds
b. Does the Manager provide recommendations on policy alternatives?	Exceeds
4. Does the Manager assign appropriate staff to conduct necessary follow-up and prepare appropriate and timely responses to citizens' concerns?	Exceeds
5. Does the Manager carry out the duties and responsibilities as stated in the City Charter? (if not specify)	Meets
6. Does the Manager identify issues of concern to the City which, at the state and federal levels, require legislative action?	Meets

Performance Indicators	Expectation Level Specify
<p>7. Working Relationships</p> <p>a. Does the Manager maintain a good working relationship with the City Commission?</p> <p>b. Does the Manager maintain a good working relationship with the other Commission Appointees?</p>	<p><i>Exceeds</i></p> <p><i>Exceeds</i></p>

 Marc A. Ott, City Manager

Date: _____

 Barbara A. Larson, Mayor

Date: _____

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City of Kalamazoo
1995 Performance Agreement

Employee Name Marc Ott

Employee Job Title City Manager

Criteria: Performance Indicators are dimensions of the primary job responsibilities.

Expectations are measures in time, quantity, or quality, in the judgement of the reviewer.

Exceeds - surpasses

Meets - acceptable

Below - does not meet expectations

Performance Indicator	Expectation Level Specify:
1. Budget	
a. Did the City Manager present a budget, in accordance with the Charter mandated date?	acceptable
b. Did the budget reflect the vision, mission and key focus areas of the Commission?	acceptable
2. Does the Manager adequately prepare and present a weekly agenda for the City Commission?	acceptable
3. Policy Recommendations	
a. Does the Manager conduct necessary policy and management analysis?	acceptable
b. Does the Manager provide recommendations on policy alternatives?	acceptable
4. Does the Manager assign appropriate staff to conduct necessary follow-up and prepare appropriate and timely responses to citizens' concerns?	acceptable
5. Does the Manager carry out the duties and responsibilities as stated in the City Charter? (if not specify)	acceptable
6. Does the Manager identify issues of concern to the City which, at the state and federal levels, require legislative action?	acceptable

MFP:ecg

Performance Indicators	Expectation Level Specify
7. Working Relationships	
a. Does the Manager maintain a good working relationship with the City Commission?	acceptable
b. Does the Manager maintain a good working relationship with the other Commission Appointees?	acceptable

Marc A. Ott, City Manager

Date: _____

Barbara A. Larson, Mayor

Date: _____

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City of Kalamazoo
1995 Performance Agreement

Employee Name Marc Ott

Employee Job Title City Manager

Criteria: Performance Indicators are dimensions of the primary job responsibilities.

Expectations are measures in time, quantity, or quality, in the judgement of the reviewer.

Exceeds - surpasses

Meets - acceptable

Below - does not meet expectations

*This review
should have
questions
added re managerial
skills*

Performance Indicator

Expectation Level
Specify:

1. Budget

- a. Did the City Manager present a budget, in accordance with the Charter mandated date?
- b. Did the budget reflect the vision, mission and key focus areas of the Commission?

Meets

2. Does the Manager adequately prepare and present a weekly agenda for the City Commission?

Meets - our call for more special meetings at moment is not heard

3. Policy Recommendations

- a. Does the Manager conduct necessary policy and management analysis?
- b. Does the Manager provide recommendations on policy alternatives?

Meets - Manager supporting agenda items could be much better

4. Does the Manager assign appropriate staff to conduct necessary follow-up and prepare appropriate and timely responses to citizens' concerns?

Exceeds

5. Does the Manager carry out the duties and responsibilities as stated in the City Charter? (if not specify)

Meets

6. Does the Manager identify issues of concern to the City which, at the state and federal levels, require legislative action?

Meets - could stand improvement

Performance Indicators	Expectation Level Specify
7. Working Relationships	
a. Does the Manager maintain a good working relationship with the City Commission?	Meets
b. Does the Manager maintain a good working relationship with the other Commission Appointees?	

Marc A. Ott, City Manager

Date: _____

Barbara A. Larson, Mayor

Date: _____

Basically Marc is doing a good job ~~the~~ 2 on scale of 1 to 5 (1 being best)

He needs to review Barbara Gordon's duties. It appears she is doing too much for one person.

We should be getting into more "issues" in meetings.
 Memos supporting agenda items are often weak or poor

NicotTE

City of Kalamazoo
1995 Performance Agreement

Employee Name Marc Ott

Employee Job Title City Manager

Criteria: Performance Indicators are dimensions of the primary job responsibilities.

Expectations are measured in time, quantity, or quality, in the judgement of the reviewer:

Exceeds - surpasses

Meets - acceptable

Below - does not meet expectations

Performance Indicator	Expectation Level Specify:
1. Budget	
a. Did the City Manager present a budget, in accordance with the Charter mandated date?	Meets
b. Did the budget reflect the vision, mission and key focus areas of the Commission?	Exceeds
2. Does the Manager adequately prepare and present a weekly agenda for the City Commission?	Exceeds
3. Policy Recommendations	
a. Does the Manager conduct necessary policy and management analysis?	Meets. I believe it would be better if some of the counter arguments were also presented in the memor.
b. Does the Manager provide recommendations on policy alternatives?	Meets. (See above)
4. Does the Manager assign appropriate staff to conduct necessary follow-up and prepare appropriate and timely responses to citizens' concerns?	Exceeds.
5. Does the Manager carry out the duties and responsibilities as stated in the City Charter? (if not specify)	Meets. I believe that the attention of the Manager is requested on a specific issue or at a specific meeting the Manager should attend it personally or offer an explanation of his absence.
6. Does the Manager identify issues of concern to the City which, at the state and federal levels, require legislative action?	Meets.

Performance Indicators

Expectation Level
Specify

7. Working Relationships

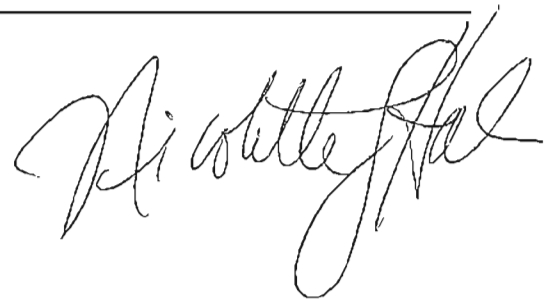
- a. Does the Manager maintain a good working relationship with the City Commission?
- b. Does the Manager maintain a good working relationship with the other Commission Appointees?

Meets / Exceeds. + See above comment regarding attention of manager (Answer #5).

Don't know.

Marc A. Ott, City Manager

Date: _____



Barbara A. Larson, Mayor

Date: _____



OFFICE OF THE MAYOR
241 W. South Street
Kalamazoo, Michigan 49007-4796
(616) 337-8047

January 24, 1996

To Whom This May Concern:

I am writing this letter in enthusiastic support of Marc A. Ott, a candidate for employment within your organization. In selecting Marc for the position, you would be choosing a most competent and committed professional.

I first became acquainted with Marc when he began his career with the City approximately seven years ago as the Assistant City Manager. I have had the opportunity to watch his talents be rewarded time and time again, eventually earning him the title of City Manager in 1993. During his tenure as our City Manager, Marc can be attributed with many accomplishments. From the beginning of his term in office, Marc has been committed to quality and responsible leadership. I will provide you with a few examples of Marc's accomplishments.

Marc initiated the reorganization of the operating structure of the organization and put the City in the position of being competitive and able to improve the overall quality of life for our citizens. In doing so, he engaged employees throughout the organization in developing and adopting common values and pride in their work, empowering employees to make suggestions about how best the City might deliver services. It is not uncommon to see the results of this effort about City Hall and city facilities as the posted value statement developed by the employees reads "Striving for continued excellence to build a better community with: REAL PRIDE. REAL PRIDE stands for Responsible Ethical Accountable Leadership, Professional Respectful Innovative Diverse Employees. This value statement truly characterizes the employee workforce and organization during Marc's tenure as City Manager.

Marc's participatory management philosophy is perhaps best reflected in his "Reducing the Cost of Government Services Program" which has resulted in reducing the cost of government services by \$3.6 million in annual recurring savings without reducing service levels. I fully anticipate the \$4.1 million goal will be reached within the 24 month program period. By recognizing the value of employee expertise in making decisions about service delivery, more than 260 suggestions were made to ultimately achieve cost reduction goals. More remarkably, this program was successful without any employee layoffs. The success of this initiative enabled the City to expend resources to meet community priorities, such as our 1996 and 1997 street improvement programs, without raising taxes or seeking additional revenue.

Marc made significant progress in the area of economic development, a contribution that will benefit the citizens of Kalamazoo for many years. He was successful in retaining a major company and saving more than 300 jobs. Moreover, his negotiation skills resulted in the Company investing an additional \$37 million to expand operations in Kalamazoo which included

Letter of Recommendation for Marc Ott

the creation of an additional 350 jobs. Marc was also successful in soliciting Michigan's first state-of-the-art, electronic mail sorting facility called a remote encoding center. This center will provide 550 full and part-time employees, creating an annual payroll of \$8 million and contributing more than \$13.8 million to the local economy each year. Additionally, the City's Brown field Redevelopment Initiative (BRI), has enjoyed tremendous success. The City has most recently secured more than \$1.4 million in state and federal funds to assist with redevelopment projects and the Initiative has earned Kalamazoo national recognition. In 1996, the City announced its first two major redevelopment projects. Marc's stewardship in the area of small business assistance has resulted in loan commitments totaling \$223,333, leveraging more than \$1.6 million in private financing in 1996 alone and creating 113 full-time equivalent jobs.

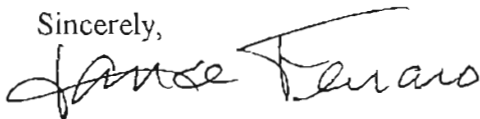
As the manager of one of the largest combined public safety departments in the Country, Marc has worked diligently to enhance the City's community based and neighborhood policing concept and improve the quality of life in our neighborhoods. His strong support of special units including the Kalamazoo Valley Enforcement Team, Tactical Response Unit and Neighborhood Liaison Officer Program has resulted in a reduction of drug related crimes in our community.

Since 1993, Marc's first year as City Manager, the City of Kalamazoo has received the Government Finance Officers Association (GFOA) Annual Budget Award every year for its annual budget. Criteria for this award include reviewing the budget document with regard to the following: as a policy document; a financial plan; an operational guide; and as a communications device. This distinguished award is largely attributed to Marc's leadership in managing the City's financial resources and fiscal policy in the context of Commission and community priorities.

Marc was very diligent about keeping the Commission informed on important matters. During his tenure, he met with members of the Commission weekly, often contacting each Commissioner by phone several times during the week. He instituted monthly administrative reports to the City Commission which included information on important projects, a financial report, a purchasing and contracts report, a capital improvement report and other various reports requested by the City Commission. The City Commission, many of whom were newly elected in 1995, enjoyed the benefit of a comprehensive orientation program--the first during my tenure with the City Commission.

I highly recommend Marc for employment with your organization. You will be extremely fortunate to have him as a leader of your team.

Sincerely,

A handwritten signature in cursive script, reading "Lance Ferraro". The signature is written in dark ink and is positioned above the printed name and title.

Lance Ferraro
City Commissioner

THE CITY OF



OFFICE OF THE CITY MANAGER

241 W. South Street
Kalamazoo, Michigan 49007-4796
(616) 337-8047
Fax (616) 337-8182

January 13, 1997

Commissioner Zadie Jackson

Kalamazoo, Michigan 49008

Dear Commissioner Jackson:

I am writing this letter in hope of finding some avenue to enhance our working relationship. At one time prior to your election to the City Commission, I recall enjoying a cordial relationship with you. But somehow during the past three years, our relationship has continually deteriorated.

Like most people, as 1996 came to an end, I found myself reflective, in part about my experience in Kalamazoo as City Manager. On March 22, 1997, I will have served as City Manager for four years. On balance, it has been an enjoyable and rewarding experience to serve such a fine community in partnership with dedicated elected officials and an incredibly talented staff.

In reflecting on the past, I noted that during most of my tenure as City Manager, you have been a member of the City Commission. Unfortunately, however, it has been the case that our working relationship has been strained and tense during my tenure. I think it is safe to say that you have been the most vocal and public critic of my performance as City Manager.

I have, of course, given this considerable thought. It seems that despite my best efforts during the three years to meet your needs as a City Commissioner, you have continued to express dissatisfaction — even to the point of saying you would fire me if you could. I don't know what I have done to justify or merit such a conclusion on your part.

I realize that there is always room for improvement in anything we do, and I strive each day to improve upon my performance as City Manager. Nevertheless, upon reflection, I remain hard pressed to understand the source of your apparent and keen dissatisfaction with, perhaps, one exception.

In thinking about the past three years, I recall a conversation you and I had in my office a few weeks prior to the effective date of my appointment as City Manager which was March 22, 1993. At that time, you indicated you were contemplating running for the City Commission. I recall you were having some doubts about running, including the likelihood of actually winning a seat on the City

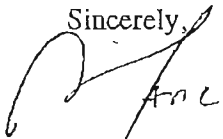
Commission. Although I didn't know you very well at the time, I do recall telling you that I thought your chances of winning were probably good, particularly given that you were a longtime resident and seemed to be well known in the community. Finally, and more to the point, our conversation moved to the topic of my then recent appointment to City Manager. As you may also recall, in acknowledging my appointment, you also raised the Deputy City Manager's position which, of course, became vacant given my appointment. You told me that your son, Mark Jackson, was a City Manager, and you asked me to give serious consideration to appointing Mark as Deputy City Manager as my replacement. I told you I already had someone in mind, and our conversation essentially ended at that point.

I recite this incident because, more recently, I began to wonder if my response to your request in some way offended you and, perhaps, has served to prevent us from having a more positive and constructive working relationship. I hope this is not the case, but if it is, I would welcome the opportunity to discuss it. If this is not an issue for you, I would still welcome an opportunity to talk with you about any issues of concern you have regarding my performance as City Manager.

Zadie, I know I don't have to tell you about the many important issues that face the Kalamazoo community. They are, indeed, challenging, and resolving them will require not just our individual best, but our collective best, as well. Working in partnership, always, will carry the day. By resolving our differences — whatever they may be, you and I will have done much to strengthen the partnership between this City Commission and the City Manager. The citizens of Kalamazoo deserve nothing less.

I'm optimistic about 1997 and beyond. Nothing would give me greater pleasure than to share that optimism — and a better working relationship — with you.

Sincerely,



Marc A. Ott
City Manager

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MEDIA RELEASE REGARDING SEPARATION AGREEMENT

AS YOU KNOW, ON MONDAY, JANUARY 27TH, THE KALAMAZOO CITY COMMISSION AND THE CITY MANAGER, MR. MARC A. OTT, ISSUED A JOINT STATEMENT INDICATING THEIR MUTUAL AGREEMENT THAT "IT IS IN THE BEST INTERESTS OF THE CITY OF KALAMAZOO, THE CITY COMMISSION, AND THE CITY MANAGER THAT HE HAS CHOSEN TO RESIGN...."

THAT MUTUAL AGREEMENT RESULTED IN A FORMAL SEPARATION AGREEMENT AND GENERAL RELEASE WHICH WAS EXECUTED BY THE MAYOR ON BEHALF OF THE CITY COMMISSION AND BY MR. OTT AND HIS COUNSEL DURING THE EVENING OF JANUARY 27TH. BECAUSE OF A SEVEN DAY REVOCATION PERIOD REQUIRED BY FEDERAL LAW, THE CITY DID NOT BELIEVE IT WAS APPROPRIATE TO RELEASE THE SEPARATION AGREEMENT UNTIL THAT SEVEN DAY PERIOD EXPIRED, WHICH ENDED YESTERDAY.

THE SEPARATION AGREEMENT, COPIES OF WHICH ARE AVAILABLE TODAY, PROVIDES THE FRAMEWORK TO FACILITATE MR. OTT'S OPPORTUNITIES TO SECURE OTHER EMPLOYMENT, CONSISTENT WITH THE CITY COMMISSION'S THANKS FOR ALL OF HIS CONTRIBUTIONS TO THIS CITY AND THE COMMUNITY, AND ITS DESIRE TO WISH HIM WELL IN HIS FUTURE ENDEAVORS.

THE SEPARATION AGREEMENT AND A SUMMARY OF ITS ITEMS ARE AVAILABLE FOR DISTRIBUTION.

THE AGREEMENT ALSO CONTAINS A MUTUAL OBLIGATION FOR BOTH PARTIES NOT TO PUBLICLY AIR ANY DIFFERENCES. THIS IS ALSO CONSISTENT

WITH THE CITY'S AND MR. OTT'S PUBLICLY STATED HOPE THAT THE CITY CAN MOVE FORWARD TO ACHIEVE THE COMMUNITY'S COMMON GOALS AND VISION.

IN THAT SPIRIT, QUESTIONS REGARDING THE SEPARATION AGREEMENT MAY BE ADDRESSED TO THE COMMISSION'S LABOR COUNSEL, MR. TOM HUSTOLES OF MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

SEPARATION AGREEMENT AND GENERAL RELEASE

The following is a Separation Agreement and General Release (the "Agreement") by and between MARC A. OTT ("Ott") and THE CITY OF KALAMAZOO, a Michigan municipal corporation (hereafter "City") regarding any and all past and present known and unknown claims and disputes (and their future effects) that have directly or indirectly arisen or could arise out of Marc A. Ott's relationship with the City and/or his separation. It is entered into this 27th day of January, 1997, by and between Marc A. Ott and the City and will be binding upon and inure to the benefit of not only the parties hereto but also their respective heirs, successors, assigns, commissioners, executives, administrators, directors, officers, agents and employees.

In consideration of the mutual promises contained in this Agreement, it is agreed as follows:

TERMS AND CONDITIONS

1. Marc A. Ott voluntarily resigns as City Manager and his employment relationship with the City will terminate effective January 27, 1997.

2. Separation Amount. The parties mutually agree that promptly following execution of this Agreement and the completion of the seven (7) day waiting period subsequent to execution, the City shall pay to Marc A. Ott the total sum of Forty Seven Thousand Nine Hundred Seventy Six Dollars (\$47,976.00), minus applicable deductions, which represents six months of his current base pay as severance pay, plus a sick leave cash payout of one-half of his accumulated sick leave hours (253.5 hours), and a cash payout of his unused accrued vacation pay (444 hours).

3. Deferred Compensation. The parties mutually agree that promptly following the execution of this Agreement and the completion of the seven (7) day waiting period subsequent to execution, the City shall also deposit on behalf of Marc A. Ott into his deferred compensation account administered by the International City Managers Association 1/2 of the sum of \$4,000.00 plus 3.09% of his current salary, which represents the equivalent of one-half of Marc A. Ott's deferred compensation under his current Employment Agreement. The remaining 1/2 will be deposited on January 27, 1998 provided however if Marc A. Ott obtains comparable employment as of July 27, 1997 or thereafter, this second payment shall be reduced pro-rata for any period he is so employed after July 27, 1997. In the event Marc A. Ott obtains comparable employment after July 27, 1997 but prior to January 27, 1998, at Marc A. Ott's written request, the additional amount due will be deposited upon commencement of his new employment.

4. Conditional Additional Severance Payment. In the event that as of July 27, 1997, Marc A. Ott has not found a position comparable to his current position at a comparable salary level, the City shall at the beginning of each month that this situation continues, starting with August 1, 1997, and continuing for a period ending with a final January 1, 1998 payment, pay 1/12th of Marc A. Ott's annual base pay,

minus applicable deductions, at the beginning of each month that this situation continues, minus any income which he earns from regular employment during this period which will be set off against this monthly obligation. As soon as Marc A. Ott after July 27, 1997 obtains comparable employment, any further severance payment obligations under this paragraph shall cease. Marc A. Ott will immediately notify the City Attorney (In writing) of any employment in which he engages on or after July 27, 1997.

5. Benefit Continuance. For a period of 12 months beginning with January 27, 1997 the City shall continue coverage of Marc A. Ott on its group Health, Dental, Life, and Long Term Disability Insurance programs. These benefits shall be provided as set forth under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), with the City paying the necessary COBRA premium payments for the agreed upon period of time. In the event that Marc A. Ott obtains employer paid insurance with respect to any of these insurance coverages from another source during this period, the City obligations under this paragraph regarding any such insurance coverage shall terminate as set forth in COBRA.

6. ICMA Dues. The City will pay Marc A. Ott's International City Managers Association membership dues upon submission of the dues notice.

7. Release of Claims. In consideration of the provisions described in this Agreement, Marc A. Ott, on behalf of himself, his relatives and heirs, executors and administrators, irrevocably and unconditionally releases, waives and forever discharges the City, its commissioners, administrators, agents, directors, officers, employees, representatives, insurance carriers, attorneys, divisions, affiliates and all related parties, and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), of and from any and all claims, actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, known or unknown, in law or equity, arising out of his relationship with the City and/or his separation, including, without limitation of the foregoing general terms, any claims against the City and Releasees arising from or related to his employment with the City or his separation, and any claims arising from any alleged violation by the City of any federal, state or local statutes, ordinances or common laws, including, but not limited to, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Equal Pay Act, the Retirement Income Security Act, the Americans With Disabilities Act, the Rehabilitation Act of 1973, the Elliott-Larsen Civil Rights Act, and any other employment discrimination laws, as well as any other claims based on Constitutional, Statutory, common law or regulatory grounds. The City and Commissioners provide the same "Release of Claims" to Marc A. Ott.

8. Future Suits and Proceedings. Marc A. Ott promises not to institute any future suits or proceedings at law or in equity or any administrative proceedings against the City or any of the Releasees for or on account of any claim or cause of

action arising out of his relationship with the City and/or his separation, including but not limited to any claim or cause of action described in paragraph 7, above. The City and Commissioners provide the same promise to Marc A. Ott.

9. Confidentiality. Marc A. Ott agrees that the terms and amount of settlement shall be kept strictly confidential and promises that he shall not disclose, either directly or indirectly, any information concerning this settlement to anyone, including but not limited to past, present, or future employees of the City.

10. Property, Non-disparagement, and Confidential Information. Upon the effective date of this Agreement (January 27, 1997), Marc A. Ott shall leave with or return to the City (no later than 9:00 a.m., January 28, 1997) all property, of any nature whatsoever, belonging to the City, including but not limited to originals and all copies of any keys to City buildings or offices, identification cards, badges, insurance cards (when his COBRA continuation coverage expires), documents, records, notebooks, files, correspondence, memoranda, tapes, disks and similar materials. In addition to whatever non-disclosure agreements and common law obligations Marc A. Ott has, he also agrees not to say or do anything that portrays the City, its commissioners, administrators, attorneys, employees, or services in a negative light and further agrees not to disclose confidential or sensitive information to anyone. The Commissioners similarly agree not to say or do anything that disparages Marc A. Ott, or portrays Marc A. Ott in a negative light.

11. References. The City agrees to work with Marc A. Ott and his counsel to prepare mutually acceptable references for Marc A. Ott's use in his endeavors to secure future employment.

12. Complete Defense and Indemnification. Marc A. Ott understands and agrees that this Agreement may be used by the City as a complete defense to any claim or entitlement which he or anyone else may subsequently assert against it or the Releasees for or on account of any matter or thing whatsoever arising out of his relationship with the City. The City similarly understands that this Agreement may be used by Marc A. Ott as a complete defense. Marc A. Ott agrees that he will never institute a claim or charge of employment discrimination with any agency or sue the City, or those associated with the City, concerning any claim he may have relating to his employment with the City or his separation therefrom. The City provides the same assurance to Marc A. Ott. If Marc A. Ott violates this release and sues the City or those associated with the City, he agrees that he shall pay all costs and expenses of defending against the suit incurred by the City or those associated with the City, including reasonable attorneys' fees. The City agrees that it will be similarly obligated if it sues Marc A. Ott in violation of this Agreement.

13. Recovery of Separation Payment. Marc A. Ott agrees and understands that if he breaches any of his commitments under this Agreement, then the City will be entitled to recover any money Marc A. Ott receives as part of this Agreement, as well as the right to pursue any and all claims it might have under the law, this Agreement, or in equity. The City agrees and understands that if it breaches any of

its commitments under this Agreement, then Marc A. Ott has the right to pursue any and all claims which he might have under the law, this Agreement, or in equity.

14. Materiality of all Conditions and Obligations. Marc A. Ott and the City understand and acknowledge that all of the conditions and obligations in this Agreement are material and that the non-occurrence or breach of any such condition or obligation by either of them is not allowed and shall result in the non-offending party being entitled to assert any and all rights it may have in law, equity, and/or this Agreement.

15. Complete Agreement. This Separation Agreement and General Release contains the entire agreement between the City and Marc A. Ott and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. There shall also be no modifications or amendments to this Agreement unless they are in writing, signed by all of the parties.

16. Full Knowledge and Volition. Marc A. Ott acknowledges that he has read this Agreement, that he understands its meaning and intent, and has executed the Agreement of his own free act and volition with consultation from counsel. He also acknowledges and confirms that the only consideration for his signing this Agreement are the terms and conditions stated in this Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to him by any person to cause him to sign this document and that he fully understands its meaning and intent. Marc A. Ott also acknowledges he has been advised to discuss this Agreement with his lawyer and told that in any event he should thoroughly review and understand the Agreement before acting on it. He also acknowledges that he has 21 days to execute and return the Agreement and, after he has executed this Agreement, he has an additional seven days to reconsider and revoke the Agreement, recognizing that he will not be provided anything under this Agreement until at least that seven day revocation period has expired.

17. Review and Revocation Period. Marc A. Ott is hereby offered the opportunity to have twenty-one (21) days to review and consider this Agreement. He shall have seven (7) days following the execution of this Agreement to revoke it. If Marc A. Ott wishes to revoke this Agreement, he must do so by contacting Thomas P. Hustoles, the City's Labor Counsel, Miller, Canfield, Paddock and Stone, P.L.C., 444 West Michigan Avenue, Kalamazoo, Michigan 49007, in writing within this seven-day period, which begins the day after he executes this Agreement. This Agreement shall not become enforceable until the seven-day revocation period has expired.

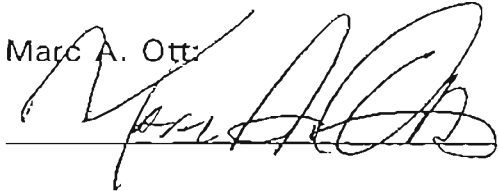
18. Action for Breach. Should Marc A. Ott or the City start any legal action or administrative proceeding, other than described below, against the other with respect to any claim waived by this Agreement, or pursue any method of resolution of a dispute other than mutual agreement of the parties or arbitration, then all damages, costs, expenses and attorneys' fees incurred by the other party as a result shall be the responsibility of the one bringing the suit or starting the proceeding. Any

claimed breach must be brought to the attention of the other party within sixty (60) days of the date the party making the claim knew or reasonably should have known of the breach, and any breach not so reported shall be untimely and waived. Notwithstanding the foregoing, the City may go directly to court to obtain injunctive relief when it believes that Marc A. Ott has breached his nondisclosure obligations and/or disclosed to third parties confidential and/or sensitive information pertaining to the City's operations or in any way breached his obligations in ¶9 or ¶10, above.

19. Acknowledgement. Marc A. Ott acknowledges that he has carefully read this Separation Agreement and General Release and understands its contents and consequences, that he has been given the opportunity to consult with an attorney of his choice, that the only promises made to him to sign this Agreement are those stated in the Agreement, that he has had sufficient time to review this Agreement, and that he is signing this Agreement knowingly and voluntarily, without any coercion, or duress and with the full intent of releasing the City, the Releasees, their successors, agents and representatives from any and all claims (and their future effects) arising from his relationship with the City and/or his separation therefrom. Marc A. Ott also acknowledges he has not relied on any representations, promises, or agreement of any kind made to him in connection with his decision to accept the separation except those set forth in this document.


20. General Conditions. This Agreement can be executed non-simultaneously by the parties. This Agreement shall be construed in accordance with the laws of the State of Michigan. If any part of this Agreement is found to be invalid, the remainder shall still be binding, in effect, and enforceable.

Marc A. Ott:



Dated: 1/27, 1997

THE CITY AND RELEASEES

By: 

Its: Mayor

Dated: 1/27, 1997

EXPLAINED AND APPROVED BY:



COUNSEL FOR Marc A. Ott

Dated: 1/27, 1997

KZFS1\177548.1\046053-00046

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 10th day of May 1993, by and between the City of Kalamazoo, a home rule city and Michigan municipal corporation organized pursuant to the laws of the State of Michigan, also hereinafter referred to as "City", and Marc A. Ott, also hereinafter referred to as "Mr. Ott", both of whom understand and agree as follows:

W I T N E S S E T H:

WHEREAS, the City desires to employ the services of Mr. Ott as City Manager of the City of Kalamazoo, Michigan, as provided by Michigan law and City Charter and ordinances;

WHEREAS, it is the desire of the City Commission of the City of Kalamazoo (hereinafter called "City Commission") to provide certain benefits and establish certain terms and conditions of his employment as City Manager; and

WHEREAS, it is the desire of the City Commission to secure and retain Mr. Ott's services as City Manager;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties and Responsibilities.

The City hereby agrees to employ Marc A. Ott and Marc A. Ott agrees to be employed as City Manager for the City of Kalamazoo and to perform all the duties, responsibilities, and functions of City Manager as set forth in Sections 42 and 43 of the Kalamazoo City Charter as well as Article II of Chapter 2 of the Kalamazoo City Code of Ordinances.

Section 2. Term of Employment.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Kalamazoo City Commission to terminate the services of Marc A. Ott at any time, with or without cause, and both parties signatory hereto understand, agree, and affirm that Marc A. Ott shall hold the office of the City Manager at the will and pleasure of the City Commission at all times and will not be covered by any labor agreement or civil service provisions. This Employment Agreement is not to be interpreted, nor is it understood to be an agreement of employment for any specific term of days, months, or years.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Marc A. Ott to resign at any time from his position as City Manager subject only to the provisions set forth in Section 3, Paragraph B of this Agreement.

Section 3. Termination and Severance Pay.

A. It is agreed that if Marc A. Ott is terminated without cause by the City Commission, Marc A. Ott will receive ninety (90) days severance pay (1/4-of-a-year base pay), together with a sick leave cash pay-out of one-half of all accumulated hours, subject to a maximum of 180 days. It is agreed that if Marc A. Ott is terminated with cause by the City Commission, such termination will be immediate and there will be no severance pay, although Marc A. Ott will be eligible to receive any accrued and unused vacation pay.

B. It is agreed that if Marc A. Ott agrees to resign, Marc A. Ott must give forty-five (45) days written advance notice of such resignation to the City Commission.

Section 4. Salary.

The City Commission agrees to pay Marc A. Ott a beginning salary of \$79,500.00 per year effective March 22, 1993. It is agreed that assuming Marc A. Ott's performance as City Manager is satisfactory to the City Commission, that subject to budgetary constraints and the normal budget process, in each succeeding year beginning in 1994 Marc A. Ott shall be eligible for raises to bring his salary to the midpoint of the "Commonwealth Plan" which has been approved as a guideline by the Kalamazoo City Commission, within four (4) years. The City Commission agrees that beginning in 1994, Marc A. Ott shall be eligible each year for a cost-of-living increase plus whatever percentage is necessary to bring his salary to the midpoint of the "Commonwealth Plan" within four (4) years. It is agreed that said raises will not be unreasonably withheld or denied, subject to the availability of funding, and assuming Marc A. Ott's performance as City Manager is satisfactory to the City Commission. Nothing in this section shall be construed, interpreted, or understood to change in any way any of the provisions of Section 2 of this Agreement.

Section 5. Performance Evaluation.

The City Commission shall review and evaluate the performance of Marc A. Ott at least once annually in advance of the adoption of the annual operating budget.

Section 6. Group Health Insurance.

The City shall provide an option of one of three health insurance plans: Blue Cross Blue Shield (BC/BS), Blue Care Network (an HMO), or Physicians Health Plan (an HMO). Upon selection, the insurance becomes effective the first of the month, following thirty (30) days after the hire month. Marc A. Ott will contribute

a certain amount toward the selected insurance on a monthly basis (currently 5% plus the difference between the HMO and BC/BS rate if the HMO is more costly).

Section 7. Group Dental Insurance.

The City shall provide City-paid insurance for Marc A. Ott and any family members through the Delta Dental Plan and this includes 100% coverage on preventive examinations twice each year and 50% coverage on restorative, oral surgery, endodontic, and periodontic services. Additionally, there is a \$1,000 lifetime, per family member, orthodontic service available.

Section 8. Group Life Insurance.

The City shall provide a \$100,000 straight life insurance policy with double indemnity through the John Hancock Life Insurance Company.

Section 9. Long-Term Disability Insurance.

The City shall provide a long-term disability insurance policy which provides coverage after a 90-day waiting period to the 65th birthday and which provides approximately 65% of the base salary through either Provident Life and Accident Insurance Company or through a comparable insurance policy with another provider.

Section 10. Retirement Plan.

Marc A. Ott is entitled to participate in the City of Kalamazoo Employees' Retirement System and contribute 4% of his annual compensation each calendar year. In lieu of participating in the City of Kalamazoo Employees' Retirement System, Marc A. Ott has the option of choosing that the City will contribute an in-lieu amount normally contributed to the City Employees' Retirement System to the ICMA Deferred Compensation Plan to the credit of the City Manager's account. The in-lieu contribution will be accomplished by increasing the City Manager's bi-weekly pay by 3.09% and deferring an equal amount for deposit in the ICMA Deferred Compensation Plan to the credit of the City Manager's account. This amount is in addition to \$4,000.00 the City will contribute to the ICMA Deferred Compensation Plan to the credit of the City Manager's account on an annual basis.

Section 11. Paid Vacation.

Marc A. Ott will be provided with four (4) weeks of paid vacation per year beginning in 1993. Marc A. Ott may carry over any unused vacation until July 1 of the following year; however, after July 1, any unused vacation time from the previous year will be lost, provided that Marc A. Ott has been given a reasonable opportunity to use his vacation time.

Section 12. Holidays.

The City shall provide ten (10) paid holidays per year, which are the same holidays as are provided to all other city employees.

Section 13. Sick Leave.

The City shall provide sick leave which is earned at the rate of eight (8) hours per month and which is accumulated as long as employed. At retirement, resignation, death, or termination without cause by the City Commission, there is a cash pay-out of one-half of all accumulated hours, subject to a maximum of 180 days.

Section 14. Personal Leave.

The City shall provide two (2) paid personal leave days per year.

Section 15. Critical Illness or Funeral Leave.

The City shall provide three (3) days of paid leave for each occurrence of the critical illness of Marc A. Ott's spouse, children, or parents.

The City shall provide three (3) days of paid funeral leave for Marc A. Ott's family members if the funeral is within 300 miles of Kalamazoo, and five (5) days are available if the funeral is beyond 300 miles.

Section 16. Annual Physical Examination.

The City will pay up to \$100 annually toward the cost of an annual physical exam not reimbursed by medical insurance performed by a physician of the employee's choice.

Section 17. Physical Fitness Program.

The City will pay the annual membership fee at the YMCA.

Section 18. City Car.

It is agreed the City will furnish a city car pursuant to Section 2-21 of the City Code to Marc A. Ott for city business and incidental personal use, but it is agreed and understood that Marc A. Ott has elected to receive a monthly allowance in lieu of the actual use of a city car in 1993, which monthly allowance shall equal \$300.00 a month. It is understood and agreed that Marc A. Ott shall have the option of making a similar election annually as part of the City's annual budget process. For future years, it is understood that the allowance in lieu of the city car shall be adjusted for inflation.

Section 19. Professional Development.

It is hereby agreed that the City will provide for professional and educational development, including active participation in the Michigan City Management Association and International City Management Association, as well as the opportunity to attend professional training sessions and seminars. The City will provide reasonable and necessary expenses for Marc A. Ott to attend one (1) state professional conference and one (1) national professional conference of his choice each year, and in 1994 it is agreed that Marc A. Ott will be provided with reasonable and necessary expenses to attend the Harvard Institute for Senior Level Managers, for up to three (3) weeks.

Section 20. Modification of Agreement.

These terms and conditions of employment may be changed or modified only by formal action of the Kalamazoo City Commission and Marc A. Ott, and no statements or actions of any other individual or other bodies may change the terms of this Agreement.

CITY OF KALAMAZOO

By Beverly A. Moore
Beverly A. Moore, Mayor
Marc A. Ott
Marc A. Ott

ATTEST:

Nancy A. Collins
Nancy A. Collins
City Clerk

CITY OF KALAMAZOO

PERSONNEL CHANGE NOTICE (STATUS PAPER)

—Please type all non-shaded areas and send to Human Resources—

Effective Date 1/27/97Date Typed 2/3/97

New Hire ☐; Termination: (Discharged) ☐ (Retired) ☐ (Resigned) ☒ (Seasonal) ☐; (Other) ☐; Change of Address ☐;
Change in Department ☐; Change in Classification ☐; Change in Rate ☐; Change in Anniversary Date ☐; Leave of Absence ☐.

Employee Number 5945Name Ott Marc A.
(Last) (First & Middle Initial)Address [REDACTED]City KalamazooState Michigan Zip Code 49009Social Security Number [REDACTED]

Status (A-I-T) _____

Employment Date / / Seniority Date / /

Department Number _____

Group ☐ Select ☐

Employee Type (F-P-T) _____

Pay Type (S-H) _____

Pay Frequency (W-B) _____

Longevity (Y) _____

Bargain. Unit (see below) _____

Termination Date _____

Anniversary Date _____

Termination Reason (F-R-L) (see below) _____

Would Rehire (YES) (NO) Unsatisfactory Poor Average Good Outstanding

☐☐☐☐☐☐☐

	Department	Position Title	Wage	Pay Group	Pay Level
FROM					
TO					

Position Code _____ Step _____ Position Title _____

FINANCE DEPT.

Home Phone _____

Sex (M-F) _____

Race (W-B-H-A-I) _____

Marital Status (M-S) _____

FEB 97 3:1

Union Seniority Date _____

Birth Date _____

COMMENTS:

Marc A. Ott hereby resigns as City Manager effective January 27, 1997.
A separation package was mutually agreed by and between Marc A. Ott and
the City of Kalamazoo.

KEY

Status:

A=Active
I=Inactive
T=Terminated

Pay Type:

S=Salary
H=Hourly

A=AFSCME

B=ATU
C=Court Exempt
D=Dept. Director

Bargaining Unit:

E=Exempt
F=KPOA
I=IAFF
J=Judges

K=KMEA

M=KPSA
P=KPOA Civilian
U=Unclassified
W=Court Union

Employment & Seniority Date = Hire Date

Employee Type:

F=Full Time
P=Part Time
T=Temporary

Pay Frequency:

W=Weekly
B=Bi-Weekly

Termination Reason:

F=Fired (Discharged)
R=Retired
L=Left (Resigned)

Race:

W=White
B=Black African American
H=Hispanic

A=Asian
I=Native American

DEPARTMENT HEAD

HUMAN RESOURCES

FINANCE

July M. [Signature] 2/14/97



en file

OFFICE OF THE CITY ATTORNEY

234 W. Cedar Street
Kalamazoo, Michigan 49007-5162
Telephone: (616) 337-8185
FAX: (616) 337-8922

July 30, 1997

Mr. Marc Ott

~~101 W. Main Street, Suite 100~~
Kalamazoo, MI 49009

Dear Marc:

Enclosed you will find the check due to you August 1 under the terms of the Separation Agreement between you and the City of Kalamazoo. Feel free to call me if you have any questions.

Very truly yours,

A. Lee Kirk
Deputy City Attorney

ALK/chb
Enclosure

cc: Melvin McWilliams, Esq.



OFFICE OF THE CITY ATTORNEY

234 W Cedar Street
Kalamazoo, Michigan 49007-5162
Telephone: (616) 337-8185
FAX: (616) 337-8922

September 30, 1997

Mr. Marc Ott

Kalamazoo, MI 49009

Dear Marc:

Enclosed you will find the check due to you October 1 under the terms of the Separation Agreement between you and the City of Kalamazoo. Feel free to call me if you have any questions.

Very truly yours,

A. Lee Kirk
Deputy City Attorney

ALK/chb
Enclosure

cc: Melvin McWilliams, Esq.

PAY PERIOD:

CHECK NO.

EMP. NO.	HOURS				EARNINGS			GROSS PAY	ACCRUALS
	REGULAR	OVERTIME	HOLIDAY	SPECIAL	REGULAR	VACATION	SICK		SICK
SOCIAL SECURITY NO.		VACATION	SICK	TOTAL HRS.	OVERTIME	HOLIDAY	SPECIAL	7996.00	VACATION

TAXES			DEDUCTIONS							
EXMP.	FEDERAL	FICA	FIDELITY	DUES	CR. UNION	ADVANCES	MEDICAL	FR. OF COURT	OTHER	TOTAL DED. & TAX
	2238.88									
	STATE	MEDICARE	SAV. BONDS	PENSION	BUY BACK	DEF. COMP.	GARNISH	UNITED WAY	OTHER	NET PAY
	351.82	115.94								5289.36

YEAR-TO-DATE								
GROSS	TAXABLE GROSS	FED. WITH. TAX	ST. WITH. TAX	FICA	MEDICARE	PENSION	DEF. COMP.	

THE CITY OF



241 WEST SOUTH STREET
KALAMAZOO, MICHIGAN 49008

74-44
724

OLD KENT BANK
OF KALAMAZOO
KALAMAZOO, MICHIGAN

0689461

EMPLOYEE NO.: 5945

DATE OCTOBER 1, 1997

PAY

FIVE THOUSAND TWO HUNDRED EIGHTY NINE AND 36/100

DOLLARS

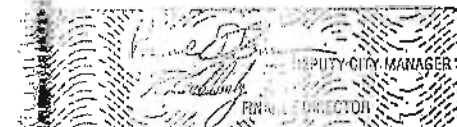
VOID IF NOT CASHED
WITHIN 90 DAYS

PAYROLL

***5289.36

TO THE
ORDER OF

MARC A. OTT



0689461 072400447 0005014981

THE CITY OF

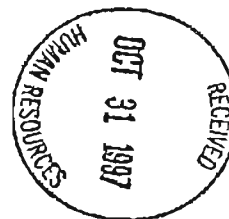


file

OFFICE OF THE CITY ATTORNEY

234 W. Cedar Street
Kalamazoo, Michigan 49007-516
Telephone: (616) 337-818
FAX: (616) 337-892

October 31, 1997



Mr. Marc Ott

~~████████████████████~~
Kalamazoo, MI 49009

Dear Marc:

Enclosed you will find the check due to you November 1 under the terms of the Separation Agreement between you and the City of Kalamazoo. Feel free to call me if you have any questions.

Very truly yours,

A. Lee Kirk
Deputy City Attorney

ALK/chb
Enclosure

cc: Melvin McWilliams, Esq.


PAY PERIOD:

CHECK NO.

EMP. NO.	HOURS				EARNINGS			GROSS PAY	ACCRUALS
	REGULAR	OVERTIME	HOLIDAY	SPECIAL	REGULAR	VACATION	SICK	7996.00	SICK
SOCIAL SECURITY NO.	VACATION	SICK	TOTAL HRS.		OVERTIME	HOLIDAY	SPECIAL		VACATION

TAXES				DEDUCTIONS						TOTAL DED. & TAX
EXMP.	FEDERAL	FICA	FIDELITY	DUES	CR. UNION	ADVANCES	MEDICAL	FR. OF COURT	OTHER	
	2238.88									
	STATE	MEDICARE	SAV. BONDS	PENSION	BUY BACK	DEF. COMP.	GARNISH	UNITED WAY	OTHER	NET PAY
	351.82	115.94								5289.36

YEAR-TO-DATE							
GROSS	TAXABLE GROSS	FED. WITH. TAX	ST. WITH. TAX	FICA	MEDICARE	PENSION	DEF. COMP.



THE CITY OF
Kalamazoo

241 WEST SOUTH STREET
KALAMAZOO, MICHIGAN 49008

74-44
724

OLD KENT BANK
OF KALAMAZOO
KALAMAZOO, MICHIGAN

0692878

EMPLOYEE NO.: 5945

DATE: NOVEMBER 1, 1997


PAY FIVE THOUSAND TWO HUNDRED EIGHTY NINE AND 35/100 DOLLARS

VOID IF NOT CASHED WITHIN 90 DAYS

PAYROLL

TO THE ORDER OF MARC A. OTT

\$ ***5289.36



CITY MANAGER

⑈692878⑈ ⑆072400447⑆ 0005014981⑈

THE CITY OF



file

OFFICE OF THE CITY ATTORNEY

234 W. Cedar Street

Kalamazoo, Michigan 49007-5162

Telephone: (616) 337-8185

FAX: (616) 337-8922

December 1, 1997

Mr. Marc Ott

~~REDACTED ADDRESS~~
Kalamazoo, MI 49009

Dear Marc:

Enclosed you will find the check due to you December 1, under the terms of the Separation Agreement between you and the City of Kalamazoo. Feel free to call me if you have any questions.

Very truly yours,

A. Lee Kirk
Deputy City Attorney

ALK/chb
Enclosure

cc: Melvin McWilliams, Esq.



PAY PERIOD:

CHECK NO.

EMP. NO.	HOURS				EARNINGS			GROSS PAY	ACCRUALS
	REGULAR	OVERTIME	HOLIDAY	SPECIAL	REGULAR	VACATION	SICK	7996.	SICK
SOCIAL SECURITY NO.		VACATION	SICK	TOTAL HRS.	OVERTIME	HOLIDAY	SPECIAL		VACATION

TAXES				DEDUCTIONS						TOTAL DED. & TAX
EXMP.	FEDERAL	FICA	FIDELITY	DUES	CR. UNION	ADVANCES	MEDICAL	FR. CF COURT	OTHER	
	2238.88									
	STATE	MEDICARE	SAV. BONDS	PENSION	BUY BACK	DEF. COMP.	GARNISH	UNITED WAY	OTHER	NET PAY
	351.82	115.94								5289.36

YEAR-TO-DATE							
GROSS	TAXABLE GROSS	FED. WITH. TAX	ST. WITH. TAX	FICA	MEDICARE	PENSION	DEF. COMP.

THE CITY OF



241 WEST SOUTH STREET
KALAMAZOO, MICHIGAN 49008

74-44
724

OLD KENT BANK
OF KALAMAZOO
KALAMAZOO, MICHIGAN

0694537

EMPLOYEE NO.: 5945

DATE DECEMBER 1, 1997

PAY FIVE THOUSAND TWO HUNDRED EIGHTY NINE AND 35/100

DOLLARS

VOID IF NOT CASHED
WITHIN 90 DAYS

PAYROLL

\$ ***5289.36

TO THE
ORDER OF

MARC A. OTT



0694537 0072400447 0005014981

CITY OF KALAMAZOO

PERSONNEL CHANGE NOTICE (STATUS PAPER)

—Please type all non-shaded areas and send to Human Resources—

Effective Date 3-22-93Date Typed 3-23-93New Hire ☐; Termination: (Discharged) ☐ (Retire) ☐ (Resign) ☐ (Seasonal) ☐; Change of Address ☐; Change in Department ☐; Change in Classification ☒; Change in Rate ☒; Change in Anniversary Date ☐; Leave of Absence ☐.Employee Number 5945Name OTT MARC A.
(Last) (First & Middle Initial)Address [REDACTED]City KalamazooState MI Zip Code 49009Social Security Number [REDACTED]Status (A-I-T) AEmployment Date 4 / 30 / 90Seniority Date 1 / 1 /Department Number 05Group ☐ Select ☐Employee Type (F-P-T) FPay Type (S-H) HPay Frequency (W-B) BLongevity (Y) YBargain. Unit (see below) Termination Date Anniversary Date Termination Reason (F-R-L) (see below)

Would Rehire (YES) (NO) Unsatisfactory Poor Average Good Outstanding

☐ ☐ ☐ ☐ ☐ ☐ ☐

	Department	Position Title	Wage	Pay Group	Pay Level
FROM	CITY MANAGER	DEPUTY CITY MANAGER	70,637/yr	14170	
TO	CITY MANAGER	CITY MANAGER	79,500/yr (38,074)		

Position Code 9530 H Step C Position Title As MgrHome Phone 383-0620Sex (M-F) MRace (W-B-H-A-I) BMarital Status (M-S) Union Seniority Date Birth Date

COMMENTS:

\$79,500 yearly plus \$4,000 annual deferred comp (and 3.09% of annual salary in deferred comp paid by City in lieu of participation in the pension system).
4 weeks vacation in '93; \$1000 life ins.

EY

Status:

A=Active
I=Inactive
T=Terminated

Pay Type:

S=Salary
H=Hourly

A=AFSCME

B=ATU

C=Court Exempt

D=Dept. Director

Bargaining Unit:

E=Exempt

F=KPOA

I=IAFF

J=Judges

K=KMEA

M=KPSA

P=KPOA Civilian

U=Unclassified

V=Union

employment & Seniority Date = Hire Date

Employee Type:

F=Full Time
P=Part Time
T=Temporary

Pay Frequency:

W=Weekly
B=Bi-Weekly

Termination Reason:

F=Fired (Discharged)
R=Retired
L=Left (Resigned)W=White
B=Black African American
H=Hispanic

Race:

A=Asian
I=Native

DEPARTMENT HEAD

HUMAN RESOURCES

FINANCE

[Signatures]

CITY OF KALAMAZOO

PERSONNEL CHANGE NOTICE (STATUS PAPER)

—Please type all non-shaded areas and send to Human Resources—

Effective Date 1-1-94Date Typed 2-8-94New Hire ☐; Termination: (Discharged) ☐ (Retired) ☐ (Resigned) ☐ (Seasonal) ☐; (Other) ☐; Change of Address ☐;Change in Department ☐; Change in Classification ☐; Change in Rate ☒; Change in Anniversary Date ☐; Leave of Absence ☐.Employee Number 5945Name OH Marc
(Last) (First & Middle Initial)

Address _____

City _____

State _____ Zip Code _____

Social Security Number _____

Status (A-I-T) AEmployment Date 1/1Seniority Date 1/1

Department Number _____

Group ☐ Select ☐Employee Type (F-P-T) FPay Type (S-H) HPay Frequency (W-B) BLongevity (Y) Y

Bargain. Unit (see below) _____

Termination Date _____

Anniversary Date _____

Termination Reason (F-R-L) (see below) _____

Would Rehire (YES) (NO) Unsatisfactory

☐☐☐

Poor

☐

Average

☐

Good

☐

Outstanding

☐

	Department	Position Title	Wage	Pay Group	Pay Level
FROM		<u>City Mgr</u>	<u>38.075</u>		
TO		<u>City Mgr</u>	<u>\$ 85,000 / \$ 40.8654</u>	<u>H</u>	<u>179.10</u>

Position Code 9530HStep DPosition Title City Mgr

Home Phone _____

Sex (M-F) _____

Race (W-B-H-A-I) _____

Marital Status (M-S) _____

Union Seniority Date _____

Birth Date _____

COMMENTS: 1994 wage approved by City Commission 2/1/94105/19/11

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F=KPOA
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J=JudgesK=KMEA
M=KPSSA
P=KPOA Civilian
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Employment & Seniority Date = Hire Date

Employee Type:

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Pay Frequency:

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H=Hispanic
A=Asian
I=Native American

DEPARTMENT HEAD

HUMAN RESOURCES

FINANCE

Agnes AngerJudy Masker 2/1/94

CITY OF KALAMAZOO

PERSONNEL CHANGE NOTICE (STATUS PAPER)

—Please type all non-shaded areas and send to Human Resources—

Effective Date 1-1-95

Date Typed _____

New Hire ☐; Termination: (Discharged) ☐ (Retired) ☐ (Resigned) ☐ (Seasonal) ☐; (Other) ☐; Change of Address ☐;Change in Department ☐; Change in Classification ☐; Change in Rate ☐; Change in Anniversary Date ☐; Leave of Absence ☐.Employee Number 5945Name ott, Marc
(Last) (First & Middle Initial)

Address _____

City _____

State _____ Zip Code _____

Social Security Number _____

Status (A-I-T) AEmployment Date 1/1Seniority Date 1/1Department Number 05Group ☐ Select ☐

Employee Type (F-P-T) _____

Pay Type (S-H) _____

Pay Frequency (W-B) _____

Longevity (Y) _____

Bargain. Unit (see below) _____

Termination Date _____

Anniversary Date _____

Termination Reason (F-R-L) (see below) _____

Would Rehire (YES) (NO) Unsatisfactory Poor Average Good Outstanding

☐ ☐ ☐ ☐ ☐ ☐ ☐

	Department	Position Title	Wage	Pay Group	Pay Level
FROM		<u>City Mgr</u>	<u>90,266 (43,3971)</u>		
TO		<u>" "</u>			

Position Code _____ Step _____ Position Title _____

Home Phone _____

Sex (M-F) _____

Race (W-B-H-A-I) _____

Marital Status (M-S) _____

Union Seniority Date _____

Birth Date _____

COMMENTS:

Per City Commission on 2/6/95Ret'd 12/21/97

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Employee Type:

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Pay Frequency:

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Termination Reason:

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DEPARTMENT HEAD

HUMAN RESOURCES

FINANCE

Agnes HuguenJudy Markes2/21/95

CITY OF KALAMAZOO

PERSONNEL CHANGE NOTICE (STATUS PAPER)

—Please type all non-shaded areas and send to Human Resources—

Effective Date 1/1/96Date Typed 3/21/96New Hire ☐; Termination: (Discharged) ☐ (Retired) ☐ (Resigned) ☐ (Seasonal) ☐; (Other) ☐; Change of Address ☐;Change in Department ☐; Change in Classification ☐; Change in Rate ☒; Change in Anniversary Date ☐; Leave of Absence ☐.Employee Number 5945Name Ott Marc
(Last) (First & Middle Initial)

Address _____

City _____

State _____ Zip Code _____

Social Security Number _____

Status (A-I-T) _____

Employment Date / / Seniority Date / /

Department Number _____

Group ☐ Select ☐

Employee Type (F-P-T) _____

Pay Type (S-H) _____

Pay Frequency (W-B) _____

Longevity (Y) _____

Bargain. Unit (see below) _____

Termination Date _____

Anniversary Date _____

Termination Reason (F-R-L) (see below) _____

Would Rehire (YES) (NO) Unsatisfactory Poor Average Good Outstanding

☐ ☐ ☐ ☐ ☐ ☐ ☐

	Department	Position Title	Wage	Pay Group	Pay Level
FROM		City Manager	\$90,266		
TO		City Manager	\$95,952 (45.78)	H179A	

Position Code 9530-H Step D Position Title City Manager

Home Phone _____

Sex (M-F) _____

45.779 jrr

5 MAR 13 1996

Race (W-B-H-A-I) _____

Marital Status (M-S) _____

Union Seniority Date _____

Birth Date _____

COMMENTS:

Per City Commission - 1996 pay increase of 6.3% for (retroactive)
 salary of \$95,952 divided by 2096 = 45.78
 an hour

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