

AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: November 30, 2023
RE: Appointment and Contract Approvals – Finance Director/Treasurer – Vicki Corlew
(Temporary Part-Time) and (Full-Time)

For the Agenda of December 4, 2023

Background. With the recent vacancy created by former City Treasurer and Finance Director Shannon Sirpilla taking a position as Beaverton's new City Manager, the City solicited resumes in order to fill the position. Mayor Pat Humphrey, Mayor Pro Tem Bob Bonham, City Clerk Diane Lyon, and I as the City Manager, made up the interview committee. After conducting the interviews, reference checking, and completing background and financial checks, the interview committee has unanimously chosen to recommend Vicki Corlew for appointment as the new Clare City Finance Director/Treasurer. Due to contractual obligations at the City of Mt. Morris, Vicki is only able to start part-time with the City of Clare during the month of December and then will be able to go full-time starting January 1, 2024. Two proposed employment contracts have been drafted (one temporary part-time and one full-time contract) and are attached for the Commission's review and consideration (*att'd*). Ms. Corlew has reviewed the proposed contracts and concurs with the terms and conditions.

Vicki is the current Treasurer for the City of Mt. Morris (*see attached cover letter and resume for additional information*) and has held many other department positions in her 25-year municipal career with the City of Mt. Morris. Vicki will be in attendance at the meeting on Monday, December 4, 2023. If appointed and her contracts are approved, her start date will be Monday, December 4, 2023, for the Temporary Part-Time contract, and January 1, 2024, for the Full-Time contract.

The interview committee is very pleased to recommend Ms. Vicki Corlew for the Finance Director/Treasurer position and we look forward to welcoming her to the city and working with her for many years to come.

Issues & Questions Specified. Should the City Commission formally appoint and approve employment contracts for Ms. Vicki Corlew?

Alternatives.

1. Appoint the new Finance Director/Treasurer and approve the proposed contracts as drafted.
2. Appoint the new Finance Director/Treasurer and approve the proposed contracts with changes or amendments.
3. Do not appoint the new Finance Director/Treasurer and/or direct renegotiation.
4. Set aside a decision regarding this matter to a later date.

Financial Impact. The fiscal impact is outlined within the terms of the attached contract. The current fiscal year budget has adequate funds to support the contract amount.

Recommendation. I recommend that the City Commission formally appoint and approve the proposed employee contracts with Ms. Vicki Corlew by adoption of Resolutions 2023-094 and 2023-095 (*copies att'd*).

Attachments.

1. Cover Letter and Resume.
2. Proposed Contract – Part-Time.
3. Proposed Contract – Full-Time.
4. Resolution 2023-094.
5. Resolution 2023-095.

VICKI CORLEW

810.908.8066
vfishell@comcast.net
1199 South St., Mt. Morris

26th October 2023

Jeremy Howard
City Manager, City of Clare

989.386.7541
jhoward@cityofclare.gov
202 W. Fifth St., Clare

Dear Jeremy,

I read with interest your posting for a Treasurer/Finance Director on the MMTA ListServ. I possess the necessary skills and experience you are seeking and would make a valuable addition to your office.

As my resume indicates I have more than 25 years of progressive experience in local government. My professional history includes positions such as City Manager, Treasurer, Deputy Clerk, Utility Clerk, and Receptionist at the City of Mt. Morris.

Most recently, as Treasurer, my responsibilities include payroll, administering employee benefits, preparing financial reports, and preparing and administering the annual budget to name a few.

I have attached my resume and references for your review and I look forward to speaking with you further regarding the available position.

Thank you, in advance, for your consideration.

Sincerely,



Vicki L. Corlew, MiCPT, CPFA

Vicki Corlew

810-908-8066 - vfishell@comcast.net
1199 South St., Mt. Morris, MI 48458

Local Government employee who has experience in all positions.

PROFESSIONAL EXPERIENCE

City of Mt. Morris **August 1998 - Present**
City Manager/Treasurer

Started as a receptionist, then moved to Utility Clerk, then to Treasurer. Have also assisted City Clerk with elections. For the last 7 years I have also been fulfilling the duties of City Manager part time. Duties include bank statements, taxes, general ledger, payroll, employee benefits, budget preparation, audit preparation, union negotiations.

Kessel Food Markets **March 1997 - August 1999**
Cashier

Started as a cashier and moved up into the cash office. Was responsible for counting all of the cashiers cash drawers and making sure that they were correct.

EDUCATION & CERTIFICATIONS

Bachelor of Business Administration

Major: Accounting
Baker College

Associate of Business Administration

Major: Administrative Assistant
Baker College

Certified Public Finance Administrator

The Association of Public Treasurers of the United States and Canada

Internal Control Training Certificate

The Association of Public Treasurer of the United States and Canada

Cash Handling Training Certificate

The Association of Public Treasurer of the United States and Canada

Michigan Certified Professional Treasurer

Michigan Municipal Treasurers Association

BOARDS AND COMMITTEES

Vice Chairperson

Genesee County 9-1-1 Consortium

Treasurer

Mt. Morris Band Boosters

Treasurer

Mt. Morris Youth Football

**TEMPORARY PART-TIME CONTRACTUAL AGREEMENT
BETWEEN
THE CITY OF CLARE AND VICKI CORLEW**

This Agreement is made and entered into this 4th day of December, 2023, by and between the CITY OF CLARE, a municipal corporation, herein and after called "Employer," and Vicki Corlew, herein and after called "Employee." Both of the aforementioned parties understand and agree to the stipulations, terms, and conditions of this Contractual Agreement described herein.

WHEREAS, the Employer desires to employ the temporary part-time services of Vicki Corlew as the City's Treasurer / Finance Director as provided by the Charter of the City of Clare; and

WHEREAS, the Employee desires temporary part-time employment as the City Treasurer / Finance Director of the City of Clare.

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

Section 1 – Employment Status.

The Employee's status under the terms of this Agreement is simply a restatement of the Charter of the City of Clare. Pursuant to the Charter of the City of Clare, the City Treasurer / Finance Director serves at the pleasure of the City Commission. The City Manager then provides HR oversight and the delegation of job duties for all city employees on a day-to-day basis. The City Treasurer / Finance Director is an at-will Employee, and may be discharged at any time, with or without cause.

Section 2 – Duties.

The Employer agrees to employ Vicki Corlew as the City Treasurer / Finance Director of the City of Clare to perform the functions and duties specified in the City Charter, the City Codes of the City of Clare, the laws of the State of Michigan, and to perform other legally permissible and proper duties assigned from time to time from the City Commission or City Manager.

Section 3 – Term and Termination.

The term of this contract shall be from December 1, 2023 until December 31, 2023, commencing upon signing. The employment relationship created by this agreement, may be terminated, with or without cause, and with or without notice, at any time, at the option of the Employer or the Employee. No individual City Commissioner, the City Manager, City Employee or Administrator, other than by act of the City Commission itself, has any authority to enter into, modify, or make any agreement for employment for any specified period of time or to make any agreement contrary to the terms of this Agreement.

Section 4 – Salary.

The Employee's hourly wage for the stipulated contract period shall be \$27.88 per hour worked. Said hourly wage to be paid on a bi-weekly basis.

Section 5 – Hours of Work.

Two days a week for approximately 20-25 hours with schedule/dates to be discussed and arranged with the City Manager.

Section 6 – General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective December 1, 2023 upon signing and end on December 31, 2023.
- D. If any provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable; shall not be affected; and shall remain in full force and effect.

This Contractual Agreement was approved by Resolution of the City Commission of the City of Clare on the 4th day of December, 2023.

The Agreement is entered into

BY: _____
Pat Humphrey, Mayor

AND

BY: _____
Vicki Corlew

DATE: _____

DATE: _____

**CONTRACTUAL AGREEMENT
BETWEEN
THE CITY OF CLARE AND VICKI CORLEW**

This Agreement is made and entered into this 4th day of December, 2023, by and between the CITY OF CLARE, a municipal corporation, herein and after called “Employer,” and Vicki Corlew, herein and after called “Employee.” Both of the aforementioned parties understand and agree to the stipulations, terms, and conditions of this Contractual Agreement described herein.

WHEREAS, the Employer desires to employ the services of Vicki Corlew as the City's Treasurer / Finance Director as provided by the Charter of the City of Clare; and

WHEREAS, it is the desire of the City Commission of the City of Clare to provide certain benefits, maintain certain established conditions of employment, and to set working conditions of said Employee; and

WHEREAS, the Employee desires employment as the City Treasurer / Finance Director of the City of Clare.

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

Section 1 – Employment Status.

The Employee’s status under the terms of this Agreement is simply a restatement of the Charter of the City of Clare. Pursuant to the Charter of the City of Clare, the City Treasurer / Finance Director serves at the pleasure of the City Commission. The City Manager then provides HR oversight and the delegation of job duties for all city employees on a day-to-day basis. The City Treasurer / Finance Director is an at-will Employee, and may be discharged at any time, with or without cause.

Section 2 – Duties.

The Employer agrees to employ Vicki Corlew as the City Treasurer / Finance Director of the City of Clare to perform the functions and duties specified in the City Charter, the City Codes of the City of Clare, the laws of the State of Michigan, and to perform other legally permissible and proper duties assigned from time to time from the City Commission or City Manager.

Section 3 – Term and Termination.

The term of this contract shall be three and a half (3.5) years, commencing January 1, 2024 upon signing and ending on June 30, 2027. The employment relationship created by this agreement, may be terminated, with or without cause, and with or without notice, at any time, at the option of the Employer or the Employee. No individual City Commissioner, the City Manager, City Employee or Administrator, other than by act of the City Commission itself, has any authority to enter into, modify, or make any agreement for employment for any specified period of time or to make any agreement contrary to the terms of this Agreement.

Section 4 – Suspension.

The Employer may, within its sole discretion, suspend the Employee with full pay and benefits at any time during the term of this Agreement.

Section 5 – Severance Pay.

If the Employer elects to terminate the Employee prior to the end of this Contract, for reason(s) other than founded felony-offense misconduct or for documented, proven and repetitive failure to meet established and mutually agreed-upon performance standards and objectives, the Employer shall compensate the Employee three (3) months of the annual salary at the time of termination, continue existing life insurance and healthcare insurance coverage for three (3) months at City expense, and compensate the Employee for all accrued (prorated) and unused Paid Time Off.

Section 6 – Disability.

If the Employee is permanently disabled or is otherwise unable to perform their duties due to a non-work-related sickness, accident, injury, or mental incapacity for a period of eight (8) weeks beyond any accrued Paid Time Off, the Employer shall have the option to terminate this Agreement, subject to the severance pay requirements set forth in paragraph 5.

Section 7 – Salary.

The Employee's starting annual salary for the stipulated contract period shall be \$58,000. After six (6) months, and upon completion of a successful performance evaluation by the City Commission and/or City Manager, the salary will increase at the beginning of the 24/25 fiscal year and then annually at the start of the fiscal year following the negotiated and agreed to percentage increases within the Teamsters Supervisors Employment Contract. Said annual salary to be paid in equal installments on a bi-weekly basis.

Section 8 – Performance Evaluation.

The City Commission and/or City Manager shall review and evaluate the performance of the Employee at least once annually. The review and evaluation shall be in accordance with specific criteria and standards developed jointly by the Employer and the Employee. Special evaluations may be provided at any time at the discretion of the Employer or may be requested once semi-annually by the Employee. The Employee will be provided with a signed summary written statement of the findings of the evaluation and be provided with an adequate opportunity for the Employee to discuss the evaluation with the Employer. Annual evaluations shall be retained in the Employer's personnel files, in accordance with the City's file retention schedule. In effecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

Section 9 – Hours of Work.

It is recognized that the Employee must devote a great deal of time outside of normal office hours to accomplish the business of the Employer. To that end, the Employee shall be allowed to take time off as appropriate during normal office hours.

Section 10 – Mileage Reimbursement.

If the Employee utilizes their personal automobile, reimbursement for mileage shall be paid by the Employer at the rate permitted by the Internal Revenue Service.

Section 11 – Paid Time Off (PTO)

- A. At the start of each fiscal year of Employment, the Employee will earn 184 hours of Paid Time Off. Paid Time Off may be used for illness, vacation, or personal days, at the discretion of the Employee. At the option of the City, the Paid Time Off may be credited to the Employee on a prorated basis, weekly, biweekly, or monthly in accordance with the schedule established by the City, in accordance with procedures in place for its union bargaining units. For any year during which separation occurs during the fiscal year, where the employee has already used leave advanced at the beginning of the fiscal year, the Employer shall be entitled to a credit for leave advanced and not accrued under the prorated period of the year worked. For any year that the employee works only a partial year, the PTO due that employee shall be prorated according to the time actually worked. Paid Time Off shall not be carried over from one fiscal year to the next. Paid Time Off shall be used, purchased by the Employer in accordance with the terms of this Agreement, or lost at the end of the fiscal year. The Employer may compensate the Employee for up to 40 hours of unused Paid Time Off, by purchasing said Paid Time Off from the Employee at the end of the fiscal year.
- B. Funeral Leave. The Employee shall be granted up to 3 days of Funeral Leave to attend a funeral of a member of their immediate family. 1 day of Funeral Leave shall be granted to attend the funeral of a close relative. An additional 2 days of funeral leave may be taken at any time during the year following the funeral for the purpose of fulfilling their duties as executor. Funeral Leave is not eligible to be carried over from one fiscal year to the next, and is not eligible for purchase by the City.
- C. Court Leave. The Employee shall be granted Court Leave with pay to allow the Employee to serve required jury duty or appear in court on behalf of the City.
- D. Compensatory Time. The Employer believes the Employee to be "exempt" under the definitions and provisions of the Fair Labor Standards Act, and, as such, is not entitled to accrue Compensatory Time.
- E. Holidays. The Employee shall receive the paid holidays that are provided to the City's union bargaining units.

Section 12 – Disability, Health, & Life Insurance.

- A. The Employer agrees to provide medical and prescription insurance coverage for the Employee and their eligible dependents in an amount equal to that which is provided other full-time City employees under the terms stipulated in the Teamsters Union Supervisor's Labor Contract. The Employer shall pay the premiums of said coverage as provided within the aforementioned Teamsters collective bargaining agreement and applicable state law.

- B. The Employer shall provide dental and vision coverage to the Employee and their eligible dependents in a manner and policy consistent with that afforded other full-time City employees under the terms of the Teamsters Union Supervisor’s Labor Contract.
- C. The employee may choose to “opt-out” of health coverage, provided they have coverage through another source, and would be eligible to receive monthly in leu of money in the amount determined under the terms of the Teamsters Union Supervisor’s Labor Contract.
- D. The Employer shall provide a term life, accidental death and dismemberment, and short-term disability policy paid by the City with the principal sum consistent with that afforded other full-time City employees under the terms of the Teamsters Union Supervisor’s Labor Contract.

Section 13 – Retirement.

- A. The Employee shall be entitled to retirement benefits in a manner, policy, and consistent with that afforded other full-time City employees under the terms stipulated in the Teamsters Union Supervisor’s Labor Contract.
- B. The retirement vesting period for the Employee shall be ten years.
- C. The Employee shall be entitled to voluntarily participate in the Employer’s established Employee 457 Deferred Compensation Retirement Programs.

Section 14 – Dues and Subscriptions.

The Employer agrees to pay for professional dues and subscriptions of the Employee in an amount approved and appropriated in the City’s annual operating budget.

Section 15 – Professional Development.

The Employer agrees to pay for the professional development expenses in an amount approved and appropriated by the City, in the City’s annual operating budget. These expenses include registration fees, course attendance fees, and other fees related to the Employee’s attendance at professional seminars, meetings, and institutes – to include travel, lodging and subsistence.

Section 16 – Outside Employment.

The Employee agrees that they will not accept any outside long-term (more than one week in duration) employment that conflicts with their normal duties without the express permission of the Employer.

Section 17 – Bonding.

The Employer shall bear the full costs of all fidelity bonds or other bonds required of the Employee under any law or ordinance or required in fulfilling the Employer’s expressed or implied conditions of Employment.

Section 18 – General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective January 1, 2024 upon signing and ending on June 30, 2027.
- D. If any provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable; shall not be affected; and shall remain in full force and effect.

This Contractual Agreement was approved by Resolution of the City Commission of the City of Clare on the 4th day of December, 2023.

The Agreement is entered into

BY: _____
Pat Humphrey, Mayor

AND

BY: _____
Vicki Corlew

DATE: _____

DATE: _____

RESOLUTION 2023-094

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE APPOINTMENT AND TEMPORARY PART-TIME EMPLOYMENT CONTRACT FOR MS. VICKI CORLEW.

WHEREAS, the former City Treasurer and Finance Director recently took a new position at another municipality; and

WHEREAS, an interview committee made up of two commissioners and two city administrators solicited applications, conducted interviews, and is now making a recommendation to hire a new Treasurer and Finance Director to the full Commission; and

WHEREAS, the interview committee unanimously selected Ms. Vicki Corlew for said position and directed its city manager to negotiate an employment agreement with Ms. Corlew; and

WHEREAS, based on the hiring committee's recommendation, the City Commission has unanimously agreed to the appointment of Vicki Corlew to serve as the Finance Director/Treasurer; and

WHEREAS, due to contractual obligations in her current position with the City of Mt. Morris, Ms. Corlew is not able to begin full-time employment until January 2024;

WHEREAS, a proposed temporary part-time employment agreement was drafted and negotiated with Ms. Corlew for the month of December 2023; and

WHEREAS, the said agreement has been presented to the Clare City Commission for consideration and review.

NOW THEREFORE BE IT RESOLVED that the Clare City Commission hereby appoints Vicki Corlew as the new Finance Director/Treasurer for the City of Clare.

BE IT FURTHER RESOLVED that the Clare City Commission hereby approves a temporary part-time employment agreement for Ms. Vicki Corlew for the period of December 4, 2023, through December 31, 2023, to serve as the Clare City Finance Director/Treasurer on a part-time basis, the terms and conditions of said agreement as outlined therein.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 4th day of December 2023.

Diane Lyon, City Clerk

RESOLUTION 2023-095

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE APPOINTMENT AND FULL-TIME EMPLOYMENT CONTRACT FOR MS. VICKI CORLEW.

WHEREAS, the former City Treasurer and Finance Director recently took a new position at another municipality; and

WHEREAS, an interview committee made up of two commissioners and two city administrators solicited applications, conducted interviews, and is now making a recommendation to the full Commission to hire a new Treasurer and Finance Director; and

WHEREAS, the interview committee unanimously selected Ms. Vicki Corlew for said position and directed its city manager to negotiate an employment agreement with Ms. Corlew; and

WHEREAS, based on the hiring committee's recommendation, the City Commission has unanimously agreed to the appointment of Vicki Corlew to serve as the Treasurer and Finance Director; and

WHEREAS, due to contractual obligations in her current position with the City of Mt. Morris, Ms. Corlew is not able to begin full-time employment until January 2024;

WHEREAS, a proposed full-time employment agreement was drafted and negotiated with Ms. Corlew; and

WHEREAS, the said agreement has been presented to the Clare City Commission for consideration and review.

NOW THEREFORE BE IT RESOLVED that the Clare City Commission hereby appoints Vicki Corlew as the new Treasurer and Finance Director for the City of Clare.

BE IT FURTHER RESOLVED that the Clare City Commission hereby approves a full-time employment agreement with Ms. Vicki Corlew beginning January 1, 2024, to serve as the Clare City Treasurer and Finance Director, the terms and conditions of said agreement as outlined therein.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 4th day of December 2023.

Diane Lyon, City Clerk