



# CITY OF MARINE CITY

## City Commission Meeting Agenda

Guy Community Center, 260 South Parker Street

**Special Meeting: Tuesday, April 12, 2022; 5:30 PM**

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1. **CALL TO ORDER**
2. **MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Mayor Cheryl Vercammen; Commissioners Jacob Bryson, Elizabeth Hendrick, Wendy Kellehan, William Klaassen, John Kreidler, Brian Ross; City Manager Holly Tatman
4. **APPROVE AGENDA**
5. **PUBLIC COMMENT** Anyone is welcome to address the City Commission. Please state name and limit comments to five (5) minutes. This is a time for you to raise issues. The Commission will not respond, but issues will be followed up on as necessary.
6. **NEW BUSINESS**
  - a. Treasurer Appointment
7. **ADJOURNMENT**

**TREASURER AT WILL EMPLOYMENT AGREEMENT**

This City Treasurer At Will Employment Agreement ("Agreement"), made this \_\_\_ day of \_\_\_\_\_, 2022, between the City of Marine City, a Michigan Municipal Corporation, ("City"), located at 260 S. Parker Street, City of Marine City, Michigan 48039 and Rachel Gottler, located at [REDACTED] ("Employee"), and states the following:

**WITNESSETH:**

**WHEREAS**, the City is a duly created Michigan Municipal Corporation in good standing; and

**WHEREAS**, the Employee wishes to be employed by the City as the City Treasurer and submitted a written application and other supporting documentation to the City and was then interviewed by the City; and

**WHEREAS**, the Employee represents to the City that Employee has the general skills and general know how to perform as the City Treasurer and has no current employment conflicts with accepting the position of City Treasurer as set forth herein, including any conflicts, legal or otherwise, with any currently held elective office; and

**WHEREAS**, the City wishes to employ the services of the Employee as the City Treasurer under the terms and provisions set forth herein; and

**WHEREAS**, the Employee shall serve at the pleasure of the City Manager and shall be, for all legal purposes, an "at will" Employee subject to the City Charter, including any future amendments to the City Charter; and

**WHEREAS**, the Employee wishes to accept employment as the City Treasurer under the terms and conditions set forth herein including the employment status as an "at will" Employee.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein, the parties hereto agree as follows with adequate and full consideration acknowledged and accepted by both the Employee and the City:

1. **At Will Employment Status**: This Agreement shall be effective as of the \_\_\_ day of \_\_\_\_\_ 2022. The Employee shall serve as the City Treasurer reporting directly to the City Manager and otherwise serving as the City Treasurer in accordance with the then controlling City Charter. Nothing in this Agreement is intended to create a just cause relationship between the Employee and the City.

Employee may terminate this Agreement for any reason with thirty (30) days written notice to the City. The City may terminate this Agreement for any reason with thirty (30) days written notice to the Employee.

Any termination process by the City shall be subject to the then controlling provisions of the City Charter and any procedures set forth in that City Charter.

2. **Salary:** The City agrees to pay the Employee an annual base salary of Sixty Eight Thousand Five Hundred and 00/100 (\$68,500.00) Dollars payable in bi-weekly installments on the same dates as other employees of the City are paid. The City shall withhold from each of the foregoing installments the appropriate amount of payroll taxes, including Federal Income Tax, State Income Tax and Medicare Tax.

Employee, upon completion of each of the following training/certification processes, shall have the annual salary automatically adjusted according to the schedule below without any further action of the City Commission. The City Manager shall review and ensure compliance before any annual base salary adjustment under this provision is implemented.

- Michigan Certified Professional Treasurer \$2,500.00
- Certified Public Finance Administrator \$2,500.00

Nothing in this provision prevents the City from considering other interim pay adjustments based on annual reviews and performance of the Employee.

3. **Performance Review:** The City Manager shall conduct a performance review of the Employee as the City Treasurer each November. This annual review process may result in an increase to the annual base salary.
4. **Employment Expectation.** The Employee has no expectation of the continued employment as the City Treasurer and Employee recognizes that Employee is at will and serves as the City Treasurer at the sole discretion of the City Manager as set forth herein, including all rights afforded to the Employee and the City under the then controlling City Charter.
5. **Employment Status:** The Employee acknowledges that Employee is an "exempt salaried" employee under the provisions of the Federal Fair Labor Standards Act (FLSA), and as a result thereof, the Employee is not entitled to accumulate or be paid for any compensatory time off or overtime. The City and the Employee agree that the Employee will be required to devote a great deal of time to City affairs outside normal business/office hours and must attend meetings which may conclude late at night. It is agreed between the City and the Employee that the Employee will use good judgment to determine the need to exercise flex-time to accommodate these instances. For example, but not by way of limitation, after a late meeting, the Employee may find it a hardship to report to work at exactly 7:30 a.m. the next morning, and may adjust the work schedule to obtain optimal job efficiency. The Employee shall keep a personal log of these issues and use of flexible hours to address these types of issues. The Employee's record of said time shall be subject to monthly review by the City Manager, in the City Manager's sole discretion.

6. **Required Duties of City Treasurer:** The Employee, as the City Treasurer, shall perform those functions and duties as required by the City Charter and by all applicable laws. The duties of the City Treasurer are set forth on the attached City Treasurer Job Description and such duties may change from time to time at the direction of the City Manager. Core work hours are 7:30 a.m. to 6:00 p.m., Monday through Thursday. There is a thirty (30) minute lunch break allowed.
7. **Negotiated Severance Payment:** If Employee is terminated any time after two (2) full years of employment with such termination being affirmed, if required, by the City Commission, the Employee is entitled to a Severance Payment of three (3) months base salary. This Severance Payment is waived and held for naught if the Employee is terminated by the City because the Employee is convicted of any crime, misdemeanor or otherwise, or related in any way to documented malfeasance in office. All standard deductions shall be applied to the Severance Payment amount. For purposes of this provision, base salary shall mean the then applicable base salary.
8. **Professional Development:** The City may, upon presentation and review, pay the expenses for not more than one (1) State conference/seminar per annum, which the Employee and the City deem necessary for the Employee's continued professional development and for the good of the City. The foregoing expenses may include the cost of travel to attend said conference/seminar, registration, and subsistence of the Employee only, for his attendance at the conference/seminar. However, all of the foregoing shall be subject to prior City Commission approval, the prior appropriation of funds for this purpose and current budgetary constraints. Any expenses for attendance at local conferences/seminars and meetings with local governmental officials shall be paid by the Employee and reimbursed to the Employee out of funds specifically appropriated by the City Commission to relevant budgetary accounts for this purpose. The maximum allowance per year, unless agreed to otherwise by City Commission, will be One Thousand Five Hundred (\$1,500.00) Dollars.
9. **Employee Warranty:** Employee represents and warrants that all information provided in the Application and Resume process concerning educational background and history, attendance at specific universities and matriculation to specific degrees is accurate. Employee understands that any misrepresentation concerning these matters will render this contract null and void ad initio.
10. **Indemnification:** The City shall defend, hold harmless and indemnify, by and through its insurance carrier or otherwise, the Employee against any unintentional tort or other like legal action, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of this employment as City Treasurer. The City or its insurance carrier shall pay the amount of any settlement or judgment rendered thereon, if any, so long as the claim arises out of an alleged act of error or omission occurring within the scope of the City Treasurer's employment as City Treasurer.

11. **Benefits:** The Employee is and shall be entitled to all City Commission approved benefits for a regular full-time employee as set forth in the City's personnel policies and procedures which are subject to changes by the City Commission.
12. **Vacation and Sick Time:** Employee shall receive sixty four (64) hours vacation upon the signing of this Agreement, which must be used before the one-year employment anniversary date. Thereafter, Employee will receive vacation time as set forth in the City's personnel policies and procedures handbook. Employee shall receive one (1) day of sick leave for each full month worked as set forth in the personnel policies and procedures handbook.
13. **General Provisions:**
  - a. This Agreement constitutes a single, integrated, written contract expressing the entire agreement between the parties. There are no other agreements, written or oral, express or implied, between the parties hereto related to these matters.
  - b. This Agreement embodies the whole Agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than as contained herein.
  - c. No modification of this Agreement shall be valid unless such modification is in writing and signed by the City and Employee. No waiver of any provision of this Agreement shall be valid unless such modification is in writing and signed by both parties.
  - d. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and the Employee.
  - e. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid, unenforceable, or contrary to IRS Code/Rules, the remainder of the Agreement or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.
  - f. This Agreement shall be governed by the laws of the State of Michigan, City of Marine City, City Charter and applicable Code of Ordinances.
  - g. This Agreement shall become effective upon ratification of a majority of City Commission.
  - h. The terms of this contract are not to be construed against either party in the event of a Court finding an ambiguity as it is deemed to be a mutually drafted agreement.

- i. In the event of an impasse regarding this contract or any of its stated terms of employment, both parties agree to submit to binding arbitration, with each party paying one-half of the costs.

**IN WITNESS WHEREOF**, the City of Marine City has caused this Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Agreement, the day and year first above written.

**CITY OF MARINE CITY  
a Michigan Municipal Corporation**

**By:** \_\_\_\_\_  
**Its: Mayor**

**Dated:** \_\_\_\_\_

**“EMPLOYEE”**

**/s/** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**REDACTED**

## SUMMARY

I possess over twenty-seven years of progressive responsibilities in an office environment and over thirty-three years in customer service. I am an effective leader with a high degree of drive and ambition, able to consistently produce results.

## PROFESSIONAL EXPERIENCE

**EMPLOYEE BENEFIT MANAGER** (promoted from within) **1998 – Present**  
**IT TECHNICAL ADVISOR** (promoted from within)  
**ACCOUNT MANAGER/PAYROLL MANAGER**

Orbis Holding Group, Saint Clair, Michigan  
*Professional Employer Organization*

- ◆ Managed in excess of thirty payroll accounts on a weekly basis and over 50 employee benefit policies.
- ◆ Prepare Union and Certified Payroll reports.
- ◆ Addressed incoming customer inquiries and offered productive solutions that increased customer satisfaction.
- ◆ Maintain and implement employee benefit programs, including annual employee open enrollments.
- ◆ Integrated payroll checklist for accuracy of performance on a day-to-day basis.
- ◆ Prepare and maintain multiple billing reconciliations to ensure proper enrollment and payment.
- ◆ Full IT responsibility, including software and hardware management and troubleshooting.
- ◆ Full administration of the 401k multiple employer plan including annual census
- ◆ Compile annual budget for payroll department.
- ◆ Heavy emphasis on contract accuracy to ensure that accounts are run in a streamlined, orderly fashion.
- ◆ Effectively practiced confidentiality on many levels.

**SENIOR IMPORT AGENT** **1994 - 1998**  
**IMPORT AGENT** (promoted from within)  
John V. Carr / AEI Customs Brokerage, Port Huron, Michigan  
*Customs Broker*

- ◆ Prepare billings / invoices.
- ◆ Utilized trouble-shooting skills to assist customers on a daily basis.
- ◆ Train new staff as needed.
- ◆ Coordinate daily workload based on the strict deadlines.
- ◆ Data entry.
- ◆ Cover other positions as needed, such as: sorting tasks and administrative assistant tasks.

**ASSISTANT MANAGER** (promoted from within)

1988 – 1994

D.J. Gallagher's Inn, Saint Clair, Michigan

***Upper Class Restaurant and Bar***

- ◆ Balancing of cash register on a bi-daily basis, along with depositing of cash at bank.
- ◆ Progressively grew with the business from prep cooking, to bussing tables, waitressing, hostess, and bartending.
- ◆ Successfully handled daily customer service needs in a busy food service environment.

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**EDUCATION**

**Diploma**

St. Clair High School

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**COMPUTER SKILLS**

Darwin PEO System

Microsoft Office, Excel, Word, Outlook, PowerPoint, Access

SQL Server Management Studio

efile

Adobe Acrobat

Time America

Time Master Professional

Goldmine

Cobra Administration Manager 2000

DEC System 400 (data entry system)

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**OTHER**

St. Clair County Certified Master Gardener – MSU Extension Program

St. Clair Little League Volunteer/Coach/Fundraising Organizer

Blue Water Youth Girls Basketball Coach

St. Clair Bidy Basketball Volunteer/Coach

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**REFERENCES AVAILABLE UPON REQUEST**





# CITY OF MARINE CITY

260 S. PARKER ST.  
MARINE CITY, MI 48039  
PHONE (810) 765-8846 • FAX (810) 765-1040  
*Marine City is an Equal Opportunity Employer*

## Application for Employment Pre-Employment Questionnaire

### Personal Information

Name: Rachel Gottler Date: 02/21/2022

If under 18, please list age: \_\_\_\_\_

Present Address: [REDACTED]

Telephone Number: [REDACTED] E-Mail Address: [REDACTED]

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No X

If yes, explain nature of offense: \_\_\_\_\_

### Employment Desired

Position: Treasurer Salary Desired: negotiable

Are you currently employed? Yes X No \_\_\_\_\_

May we inquire of your current employer? Yes \_\_\_\_\_ No X

Have you applied to the City of Marine City previously? Yes \_\_\_\_\_ No X

Where: \_\_\_\_\_ When: \_\_\_\_\_

Referred By: \_\_\_\_\_

<u>Education</u>	<u>Name &amp; Location of School</u>	<u>Number of years attended</u>	<u>Did you graduate?</u>	<u>Subjects Studied</u>
High School	St. Clair High School	3	Yes	General
College	St. Clair County Community College	1	No	General
Trade/Business School				

### General

Subjects of special study or research work: \_\_\_\_\_

Special Skills: Microsoft Office, Multitask, Organized, Dependable, Loyal, Well respected by my peers.

Activities (civic, athletic, ect..): Exclude organizations, the name of which indicates the race, sex, age, marital status, color or nation of origin of its members.

Certified Master Gardener, Youth Basketball/Softball Coach, SCHS Captain Community Education Coalition

Us Military or Naval Service: \_\_\_\_\_ Rank: \_\_\_\_\_

Present membership in National Guard or Reserves: \_\_\_\_\_

**Former Employers** (List below your last three employers, starting with the most current)

Date Month & Year	Name & Address of Employer	Salary	Position	Reason for Leaving
From: 1998 To: current	Orbis Holding Group St. Clair, MI 48079		Employee Benefit Manager	Another opportunity
From: 1994 To: 1998	AEI Custom Brokerage Port Huron, MI		Account Manager	Further my career
From: 1988 To: 1994	D.J. Gallagher's Inn St. Clair MI		Assitant Manager	Further my career

Which of these jobs did you like the best and why?: My most recent job has had the most learning opportunities and  
and where I've grown the most.

**References** (Give the names of three people not related to you, whom you have known at least (1) year)

Name	Phone Number	Employer	Years Acquainted
██████████	██████████	████████████████████	██
██████████	██████████	████████████████████	██
██████████	██████████	██████████	██

I understand and agree that:

- 1) Any material misrepresentation or deliberate omission of fact in my application may be justification for refusal or, if employed, termination from employment.
- 2) It is my understanding that the City of Marine City will make thorough investigation of my entire work and personal history and may verify all data given in my application for employment, related papers or oral interviews. I authorize such investigation and the giving and receiving such information. I understand that falsification of data so given or other derogatory information discovered as result of this investigation may prevent my being hired, or if hired, may subject me to immediate dismissal; and I specifically waive written notice from former employers.
- 3) I further understand that this is an application for employment and that no employment contract is being offered.
- 4) I understand that if I am employed, such employment is for an indefinite period of time and that the City of Marine City can change wages, benefits and conditions at any time.

5) I have read and understand the above.

6) I certify that all statements made in this application for employment are true, complete and correct to the best of my knowledge and belief.

Signature: *Rachel Gottler* Date: 02/21/2022