

**SPECIAL COUNCIL MEETING**  
**Village Hall**  
**7227 Huron Avenue, Lexington, MI 48450**

**AGENDA**

**DATE OF MEETING:** THURSDAY, JANUARY 12, 2023

**TYPE OF MEETING:** SPECIAL COUNCIL MEETING

**TIME OF MEETING:** 5:00 P.M.

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER / SPECIAL COUNCIL MEETING**

**ROLL CALL BY CLERK**

**APPROVAL OF AGENDA**

**PUBLIC COMMENT**

**BUSINESS:**

**ADMINISTRATION**

- A. Police Chief's Contract
- B. Interim Village Manager's Contract

**PUBLIC COMMENT**

**ADJOURNMENT**

**EMPLOYMENT AGREEMENT  
CHIEF OF POLICE  
VILLAGE OF LEXINGTON**

THIS AGREEMENT is signed this October \_\_, 2022 by and between the Village of Lexington (hereinafter referred to as the Village) and Larry Sheldon (hereinafter referred to as the Employee).

**RECITALS**

WHEREAS, Employee currently holds the position of Police Chief and has held that position for a period of approximately (4) four years;

WHEREAS, the Village and the Employee desire to enter into a written agreement that provides certain requirements, procedures and benefits regarding the employment of the Employee by the Village; and

WHEREAS, the Employee wishes to accept continued employment with the Village under terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree to the following terms:

**TERMS**

1. **Duties:** The Village agrees to employ the Employee as the Police Chief of the Village of Lexington to perform all duties of the position of Police Chief:
  - a. Employee shall perform the duties of the position in a manner consistent with the General Village Act, the Village Code of Ordinances, the laws of the State of Michigan, and the standards, rules, regulations, and job descriptions currently set by, or later adopted by the Village Council;
  - b. It is understood the Employee shall also perform all legally permissible and proper duties and functions as the Village Council, or designate, may assign from time to time; and
  - c. The Employee shall perform all of duties in a professional manner devoting Employee's full business time and attention to the Village's interests. The Employee shall not engage in other employment while employed by the Village, unless said other employment is specifically approved in writing by the Village Manager. Any compensation earned by the Employee in connection with such approved additional employment shall be that of the Employee. The Employee agrees the Village Manager, at his/her discretion, may rescind his/her approval if he/she feels the other employment is interfering with the Employees responsibilities for the Village.
  - d. The Employee is generally expected to work thirty (30) hours per week during the Village's normal business hours unless approved by the Village Manager.

2. Terms of Employment: The Employee's term of employment shall be as follows:

- a. Unless terminated earlier as provided in subparagraphs b and c below, the Employment Contract shall for a term of four (4) years, with the term commencing at 8:00 a.m. on November 1, 2022 and ending at 8:00 a.m. on October 31, 2026. This term may be extended by mutual written agreement of Employee and Village Council.
- b. The Village retains the right to terminate Employee's employment and this Employment Contract prior to the expiration date set forth in subparagraph (a) for good cause or reason. "Good cause or reason" shall mean a violation or breach of Employee's duties under this Agreement, an act of misconduct, fraud or dishonest, off duty conduct that reflects negatively on the image of the Village, neglect of duty, failure to maintain required credentials, inadequate performance or failure to meet the satisfaction of the Village Council, or any other conduct that in the sole discretion of the Village Council constitutes a good or valid reason for discharge.
- c. Employee retains the right to voluntarily resign for any reason prior to the expiration of this Employment Agreement but agrees that Employee shall provide thirty (30) days advance notice, in writing, to the Village Council.

3. Compensation:

- a. The Village agrees to pay the Employee an hourly rate of 25% over the hourly rate set for the position of Police Sergeant in the labor agreement between the Village and International Union of Operating Engineers, Local No. 325, AFL-CIO, or any successor union representing police officers in the Village. This means that at the time any raises in the hourly rate are provided in the labor agreement to the position of Police Sergeant, Employee shall receive a raise to an hourly rate of 25% over such newly raised hourly rate.
- b. Employee shall be paid at the same time set for payment for all of the Village employees, but in no instance less frequently than twice per month.
- c. Any additional wage adjustments not set forth in this Agreement shall be at the discretion of the Village Council. The Village agrees that it will not reduce the wages or benefits of the Employee during the term of the Agreement, except to the degree such reduction is applied across the board to other department heads of the Village.

4. Benefits:

- a. Vacation/Sick/Personal Leave: During the term of this agreement, Employee will not be provided or accrue any vacation, sick/personal leave time. Employee will retain any unused vacation, sick and personal leave time he previously accrued (currently estimated at 175 hours of sick/personal and 99.5 hours of vacation) and will be allowed to either use said time during the term of this agreement at times approved by the Village Manager, or request payout of any accrued and unused hours.
- b. Health Insurance: No health insurance benefits shall be provided

- c. Life Insurance: No life insurance benefits shall be provided
  - d. Retirement: No retirement benefits shall be provided
  - e. Holidays: The Employee shall receive the pay rate of time and a half of his regular hourly rate, if the Employee has to cover a work shift on an observed holiday.
  - f. Payments: This Agreement shall terminate and all obligations of the Village shall be discharged upon the death of the Employee, except for salary and accrued fringe benefits earned for actual services rendered prior to the date of the death of the Employee.
  - g. Comp time: The Employee shall be paid out any and all unused comp time previously earned. Employee will not be allowed to accrue any additional comp time.
  - h. Communication Device: To facilitate the Employee's regular communication with the Village, the Village shall provide the Employee with a monthly allowance of seventy-five (75) dollars to use the Employee's personal technology devices for professional use. The Village retains the option in lieu of the monthly allowance to instead purchase and maintain such devices at the Village's expense for Employee's use as a Village employee. In such a case, the devices shall be the property of the Village.
  - i. Uniform Allowance: The Employee shall be given uniform allowance in the amount of \$500 each year for uniform maintenance.
  - j. Employee will be reimbursed for any pre-approved, reasonable and necessary work-related incidental expenses, such as meals, mileage, hotel/motel expense in accordance with the normal policies of the Village. Employee recognizes that said expenses have to be turned in, with appropriate receipts, within sixty (60) days of incurring said expense.
  - k. Upon approval of the Village Manager the Village will pay the Employee's professional dues for the participation in the national, regional, state and local associations and organizations that are reasonably necessary and desirable for continued professional participation, growth, advancement and for the benefit of the Village.
5. Performance: The Village Manager shall, on an annual basis conduct an evaluation of the Employee's performance, as well as assess the skills and behavior of the Employee asserted in the accomplishments of the goals and objectives established for the previous year. The Village Manager shall meet with the Employee at least annually each fiscal year for the purpose of professional evaluation. The meeting shall be for the purpose of providing the Employee the formal evaluation of his performance for the preceding year.
6. Return of Village Property: At any time upon the request of the Village and in any event promptly upon the termination of his employment, the Employee shall return to the Village all equipment, documents, books, files, manuals, financial information, computer passwords and any other property belonging to the Village. The Village shall also return to the Employee any personal effects or equipment belonging to the Employee.

7. Indemnification: To the extent permitted by law, the Village shall defend, hold harmless and indemnify the Employee against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the Employee's duties as Village Police Chief or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved willful or wanton misconduct. The Village may choose, in its sole discretion the appropriate attorney and/or law firm to represent the Employee as provided herein. Legal representation, provided by the Village for the Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Village shall indemnify the Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees and any liabilities incurred by, imposed upon, or suffered by the Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Village in order for indemnification, as provided herein, to be provided. The Employee recognizes that the Village shall have the right to compromise and settle any claim or suit covered by this indemnification obligation and pay the amount of any settlement or judgement rendered thereon. If the Employee is named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event the Village shall have the right to opt to no longer defend and/or indemnify the Employee, or be responsible in any manner for any related costs, fees, or other liability incurred by the Employee.
8. Entire Agreement: This Agreement constitutes the entire agreement between the Employee and the Village concerning the Employee's relationship with the Village, and supersedes and replaces any and all other prior agreements and understandings between the parties concerning the Employee's relationship with the Village.
9. Severability: If any provision of the Agreement is held to be unconstitutional, invalid or unenforceable the remainder of the Agreement shall not be affected and shall remain in force and effect.
10. Amendment: This Agreement may be terminated, modified or extended by mutual agreement between the said parties, but no term or provision of this Agreement shall be deemed to be amended or waived by either party unless such amendment or waiver is in writing and signed by both parties, and approved by Village Council.
11. Governing Law: This Agreement shall be interpreted and enforced under the laws of the State of Michigan without regard to conflict of law principals. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either party or the "drafter" of any portion of this Agreement.
12. Binding Agreement: The provisions of the Agreement shall be binding upon and shall insure the benefit of the parties hereto and their respective heirs, legal representatives and successors. This

Agreement and any of the Employee's rights hereunder may not be assigned or pledged by the Employee, in whole or in part.

13. Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Facsimile and pdf signatures shall be deemed to be of equal force and effect as originals.

IN WITNESS THEROF, the parties have executed this Agreement in duplicate and have caused their signatures to be affixed thereto.

Village of Lexington

Employee

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYMENT AGREEMENT  
INTERIM VILLAGE MANAGER  
VILLAGE OF LEXINGTON**

THIS AGREEMENT is signed this November 18, 2022 by and between the Village of Lexington (hereinafter referred to as the Village) and Cynthia M. Cutright (hereinafter referred to as the Employee).

**RECITALS**

WHEREAS, as a result of the resignation of the current Interim Village Manager, the Village is in need of a new Interim Village Manager;

WHEREAS, Employee is currently employed by the City of Port Huron on a Full Time basis;

WHEREAS, Employee has been approved to take a three month leave of absence from her full time job with the City of Port Huron to accept the role of Interim Village Manager, but will remain employed with the City of Port Huron on a part-time basis;

WHEREAS, the Village desires to appoint Employee to the position of Interim Village Manager for an initial period of three (3) months [i.e., thirteen (13) work weeks];

WHEREAS, at the end of the three (3) month period both Employee and the Village will make a determination as to whether, by mutual assent of both parties, to extend this agreement, end this arrangement, or entering into an agreement with Employee as Village Manager; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree to the following terms:

**TERMS**

1. Duties: The Village agrees to employ the Employee as the Interim Village Manager of the Village of Lexington to perform all duties of the position:
  - a. Employee shall perform the duties of the position in a manner consistent with the General Village Act, the Village Code of Ordinances, the laws of the State of Michigan, and the standards, rules, regulations, and job descriptions currently set by, or later adopted by the Village Council;
  - b. It is understood the Employee shall also perform all legally permissible and proper duties and functions as the Village Council, or designate, may assign from time to time; and
  - c. The Employee shall perform all of the duties in a professional manner devoting Employee's full business time and attention to the Village's interests. The Employee shall not engage in other employment while employed by the Village, other than her current part-time position with the City of Port Huron. Any compensation earned by the Employee in connection with such approved additional employment shall be that of the Employee.

d. The Employee is expected to work on a full-time basis and work such hours necessary based upon the operational needs of the Village.

2. Terms of Employment: The Employee's term of employment shall be as follows:

- a. Unless terminated earlier as provided in subparagraph b, the Employment Contract shall be for a term of thirteen (13) weeks, with the term commencing at 8:00 a.m. on November 28, 2022 and ending at 5:00 p.m. on February 26, 2023.
- b. As required by the General Village Law, MCL 65.8, Employee shall serve at the pleasure of the council, and may be removed prior to the expiration of this agreement as provided under Village Ordinance Section 2-83.
- c. Employee retains the right to voluntarily resign for any reason prior to the expiration of this Employment Agreement but agrees that Employee shall provide thirty (30) days advance notice, in writing, to the Village Council.
- d. The parties may extend the term of this agreement by mutual assent of Employee and a resolution adopted by Village Council.

3. Compensation:

- a. The Village agrees to pay the Employee as a full time salaried exempt employee at the weekly rate of \$1,384.62 (\$72,000 divided by 52).
- b. Employee shall be paid at the same time set for payment for all of the Village employees, but in no instance less frequently than twice per month.
- c. Any additional wage adjustments not set forth in this Agreement shall be at the discretion of the Village Council.

4. Benefits:

- a. Vacation/Sick/Personal Leave: During the term of this agreement, Employee will not be provided or accrue any vacation, sick/personal leave time.
- b. Health Insurance: If Employee loses her health insurance benefits with the City of Port Huron, at its option, the Village shall either cover the cost of extending her health insurance benefits through COBRA, or provide Employee with health insurance benefits through the Village as provided to other full time Village employees.
- c. Life Insurance: No life insurance benefits shall be provided
- d. Retirement: No retirement benefits shall be provided

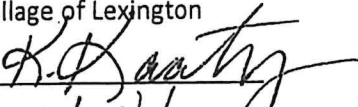


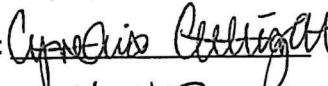
- e. **Holidays:** The Employee shall receive the pay rate of time and a half of her regular hourly rate, if the Employee is required to perform work on an observed holiday that cannot be performed on a non-holiday day.
  - f. **Payments:** This Agreement shall terminate and all obligations of the Village shall be discharged upon the death of the Employee, except for salary and accrued fringe benefits earned for actual services rendered prior to the date of the death of the Employee.
  - g. **Comp time:** Employee will not be allowed to accrue any comp time.
  - h. **Communication Device:** To facilitate the Employee's regular communication with the Village, the Village shall provide the Employee with a monthly allowance of seventy-five (75) dollars to use the Employee's personal technology devices for professional use. The Village retains the option in lieu of the monthly allowance to instead purchase and maintain such devices at the Village's expense for Employee's use as a Village employee. In such a case, the devices shall be the property of the Village.
  - i. Employee will be reimbursed for any pre-approved, reasonable and necessary work-related incidental expenses, such as meals, mileage, hotel/motel expense in accordance with the normal policies of the Village. Employee recognizes that said expenses have to be turned in, with appropriate receipts, within sixty (60) days of incurring said expense.
  - j. The Village will pay the Employee's professional dues for the participation in the national, regional, state and local associations and organizations that are reasonably necessary and desirable for continued professional participation, growth, advancement and for the benefit of the Village.
5. **Return of Village Property:** At any time upon the request of the Village and in any event promptly upon the termination of her employment, the Employee shall return to the Village all equipment, documents, books, files, manuals, financial information, computer passwords and any other property belonging to the Village. The Village shall also return to the Employee any personal effects or equipment belonging to the Employee.
6. **Indemnification:** To the extent permitted by law, the Village shall defend, hold harmless and indemnify the Employee against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the Employee's duties as Interim Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of her duties or responsibilities, unless the act or omission involved willful or wanton misconduct. The Village may choose, in its sole discretion the appropriate attorney and/or law firm to represent the Employee as provided herein. Legal representation, provided by the Village for the Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Village shall indemnify the Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees and any liabilities incurred by, imposed upon, or suffered by the Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of her duties. Any settlement of

any claim must be made with prior approval of the Village in order for indemnification, as provided herein, to be provided. The Employee recognizes that the Village shall have the right to compromise and settle any claim or suit covered by this indemnification obligation and pay the amount of any settlement or judgement rendered thereon. If the Employee is named party to any such litigation or claim, she shall have the right to decline to settle the litigation or claim as to herself, but in such event the Village shall have the right to opt to no longer defend and/or indemnify the Employee, or be responsible in any manner for any related costs, fees, or other liability incurred by the Employee.

7. Entire Agreement: This Agreement constitutes the entire agreement between the Employee and the Village concerning the Employee's relationship with the Village, and supersedes and replaces any and all other prior agreements and understandings between the parties concerning the Employee's relationship with the Village.
8. Severability: If any provision of the Agreement is held to be unconstitutional, invalid or unenforceable the remainder of the Agreement shall not be affected and shall remain in force and effect.
9. Amendment: This Agreement may be terminated, modified or extended by mutual agreement between the said parties, but no term or provision of this Agreement shall be deemed to be amended or waived by either party unless such amendment or waiver is in writing and signed by both parties, and approved by Village Council.
10. Governing Law: This Agreement shall be interpreted and enforced under the laws of the State of Michigan without regard to conflict of law principals. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either party or the "drafter" of any portion of this Agreement.
11. Binding Agreement: The provisions of the Agreement shall be binding upon and shall insure the benefit of the parties hereto and their respective heirs, legal representatives and successors. This Agreement and any of the Employee's rights hereunder may not be assigned or pledged by the Employee, in whole or in part.
12. Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Facsimile and pdf signatures shall be deemed to be of equal force and effect as originals.

IN WITNESS THEROF, the parties have executed this Agreement in duplicate and have caused their signatures to be affixed thereto.

Village of Lexington  
By:   
Date: 11/18/22

Employee  
By:   
Date: 11/18/22