



**SPECIAL VILLAGE BOARD MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, JUNE 8, 2021
AT 7:00 PM
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153**

Physical attendance at this public meeting is limited to 60% room capacity, with priority given to Village officials, Village staff and consultants, subject to social distancing guidelines. The public is encouraged to stay at home and watch, listen to and participate in the public meeting via electronic means. Public comments and responses will be read into the public meeting record. Please submit public comments via email in advance of the public meeting to cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818.

Options to watch and listen to the public meeting:

Live Stream at Village Website Home Page: Go to www.maywood-il.org and Click "Video On Demand". The public may listen to and participate in the meeting by joining through zoom (<https://zoom.us>). The Zoom Meeting ID and Access Code will be available on the Village website in advance of the meeting start time. The Closed Meeting will be conducted via telephone conference call.

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE TO THE FLAG**
5. **VILLAGE PRESIDENT REPORT AGENDA ITEMS:**
 - A. Discussion and consideration regarding MPD Proposal #08 pursuant to experiencing difficulties with successfully hiring Part-Time Officers. Staff recommends utilizing two (2) of the three (3) Part-Time Officers expenditures on budget line item 01-40-40100 and hire one (1) Full-Time Police Officer. 3
 - B. Discussion and Consideration on Protecting Against COVID-19 - Community Reopening of Garage Sales, Block Parties, and Village Owned Public Space. 4
 - C. Discussion and consideration to approve Mayor's vehicle cost not to exceed \$55,000.00. (No attachment)
6. **VILLAGE MANAGER REPORT AGENDA ITEMS:**
 - None
7. **VILLAGE ATTORNEY REPORT AGENDA ITEMS:**
 - None
8. **OMNIBUS AGENDA ITEMS:**
 - None
9. **NEW BUSINESS AGENDA ITEMS:** 8
 - **A RESOLUTION APPROVING THE APPOINTMENT OF CHASITY WELLS-ARMSTRONG AS VILLAGE MANAGER, AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE POSITION OF VILLAGE MANAGER WITH CHASITY WELLS-ARMSTRONG, with a copy of the Employment Agreement attached as Exhibit "A", and with a cover memo dated June 2, 2021 from Klein, Thorpe and Jenkins, Ltd.**
10. **OLD BUSINESS AGENDA ITEMS:**
11. **FOR INFORMATION ONLY:**
 - None

12. CLOSED MEETING ITEM(S):

- **The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, (5 ILCS 120/2(c)(1)).**

13. ADJOURNMENT

cc: Mayor Nathaniel George Booker
Trustees: Isiah Brandon
Miguel Jones
Melvin L. Lightford
Aaron Peppers
Antonio Sanchez
Shabaun Reyes-Plummer
Gwayne D. Williams
Village Clerk
Village Manager

The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster Proclamation dated May 28, 2021 (Restore Illinois Plan), and Executive Order 2021-11 regarding implementation of the Governor's "Bridge Phase Order- Restore Illinois" Plan (COVID-19 E.O. No. 80).

Village of
MAYWOOD

POLICE DEPARTMENT



125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470



June 2, 2021

To: Mrs. Lanya Satchell
Interim Maywood Village Manager

From: Valdimir Talley, Jr.
Maywood Chief of Police

Ma'am:

The attached proposal is being forwarded to your attention for consideration and for submission to the Regular Village Board Meeting which is scheduled to begin 7:00 pm on June 8, 2021.

MPD Proposal #08

Over the past Fiscal Year, (FY21), the Maywood Police Department (MPD), has experienced difficulties with successfully hiring Part-Time Officers. These recruitment difficulties partially stem from the Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-COV-2) global pandemic. While we do have candidates being considered, we believe the immediate need for a Full-Time officer would be more beneficial to the Village's interests.

Staff recommends utilizing two (2) of the three (3) Part-Time Officers expenditures on budget line item 01-40-40100, and hire one (1) Full-Time Police Officer. This would require a decision from the Village Board. MPD would then work with the Board of Fire and Police Commission (BFPC) to advance a suitable candidate forward.

MPD would like the Board to approve the request and authorize next step actions toward a successful hire. Thank you for your support.

No Attachment
cc: Chapter 32.01 File



Village of
Maywood
Illinois

June 4, 2021

Dear Board of Trustees,

As we enter the summer months and as the State of Illinois plans to reopen this month, I would like for the Village of Maywood to reopen under state and CDC compliance on June 14, 2021. Please see the attached documents for Block Clubs and for Garage Sales.

Youth Sports Programs

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports-faq.html>

Assessing Risk

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html>

Maintaining Healthy Operations

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html#operations>

Promoting Behaviors that Reduce Spread

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html#reduce>

Maintaining Healthy Environments

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html#environments>

Guidance for Parks and Recreational Facilities

<https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/park-administrators.html>

Sincerely,

Nathaniel George Booker

Nathaniel George Booker
Village of Maywood, Mayor
40 W. Madison St.
Maywood, IL 60153
nbooker@maywood-il.org

COVID-19 – Block Parties
Protecting Against COVID-19

The Village of Maywood encourages block parties as a way to build community spirit, meet neighbors and have fun. As the State of Illinois is currently in Phase 5 of the Restore Illinois Plan, the Village will accept petitions from residents to hold block parties beginning June 14, 2021.

1. During Phase 5 of Illinois Governor J.B. Pritzker’s Restore Illinois plan, block parties are intended only for household or family members of the residential dwellings located on a Village block. The more people an individual interacts with at a gathering and the longer that interaction lasts, the higher the potential risk of becoming infected with COVID-19 and COVID-19 spreading.
2. People shall stay home and not participate in a block party if they:
 - Show COVID-19 symptoms.
 - Have tested positive for COVID-19 and are still within a required isolation period. 2
 - Have been in close contact with someone infected with COVID-19 within the last 14 days.
3. Tables and chairs should be set up at least six (6) feet apart.
4. Participants should maintain a six (6) foot distance from each other.
5. Face coverings should be worn by participants at all times during the block party. Face coverings may be removed to eat or drink. Participants should maintain a six (6) foot distance from non-immediate household members when eating or drinking.
6. Participants who are not from the same household should not share foods and/or beverages during the block party. Self-service of shared foods, including hot bars, cold bars, and buffets is discouraged. Pot-luck style food sharing, where each participant brings a food dish to share with other participants is discouraged.
7. Tables, chairs or frequently touched surfaces should be disinfected several times during the block party using guidance from the Centers for Disease Control and Prevention (CDC) which can be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-buildingfacility.html>.
8. The use of single-use plates, utensils and napkins are encouraged.
9. If condiments are provided, single-use packet condiments are encouraged.
10. Hand sanitizer with at least 60% alcohol content should be made available for participants’ use. The use of temporary hand-washing stations with water, soap and paper towels for washing hands is encouraged.
11. Petting zoos and/or bouncy houses are prohibited.

For general questions about COVID-19 and Illinois' response and guidance, please call the Illinois Department of Public Health at 1-800-889-3931 or email DPH.SICK@ILLINOIS.GOV. Further information can be found at the following web links:

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://dph.illinois.gov/covid19>

COVID-19 Checklist for Garage Sales and Outdoor Retail Sales

Protecting Against COVID-19

Spring and summer are when we see garage sales, yard sales, and other outdoor sales pop up all over the Village of Maywood. Ohio Department of Health Director Amy Acton, M.D., MPH, strongly recommends that Ohioans take the following actions when having and/or attending these sales.

- ✓ Practice social distancing by doing the following:
 - A. Place posters encouraging social distancing for customers to see upon arrival and while shopping.
 - B. Set up tables and chairs within 6 feet apart.
 - C. Use heavy-duty tape to form a flow for customers to follow throughout the sale.
 - D. Ask customers to stand in a line, while spread apart, during a high traffic times

- ✓ Clean all tables and chairs several times throughout the day.
 - A. Make sure all merchandise is washed and dried and/or wiped down with a disinfectant product before placing on a table or chair for sale.
 - B. Wipe down all tables and chairs using disinfectant at the end of the day or in the morning before the next day of the sale starts.

- ✓ Wear masks and disposable gloves at all times during the sale.

- ✓ Have hand sanitizer with at least 60% alcohol on tables and other places for customers to use.

For additional information, visit <https://cookcountypublichealth.org/>

For answers to your COVID-19 questions, call 708-836-8600 and/or email healthycook@cookcountyhhs.org

Your mental health is just as important as your physical health. If you or a loved one are experiencing anxiety related to the coronavirus pandemic, help is available 24 hours a day, seven days a week. TALK to 552020. 1 (800) 345-9049 TTY: 1 (773) 523-4504

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood

FROM: Michael T. Jurusik

DATE: June 2, 2021

**RE: Appointment of Village Manager --
Employment Agreement (Chasity Wells-Armstrong)**

Per the direction of the Village Board, I have enclosed the following documents for review, discussion and action by the Village Board during the June 8, 2021 Special Village Board Meeting:

A RESOLUTION APPROVING THE APPOINTMENT OF CHASITY WELLS-ARMSTRONG AS VILLAGE MANAGER, AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE POSITION OF VILLAGE MANAGER WITH CHASITY WELLS-ARMSTRONG, with a copy of the Employment Agreement attached as Exhibit "A"

NOTE: Per Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (Village Employees With Total Compensation Packages of \$150,000+ per year), at least six (6) days before an employer participating in the Illinois Municipal Retirement Fund approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee. The required Notice will be posted at Village Hall and on the Village website at least six (6) days prior to the June 8, 2021 Village Board Meeting at which the enclosed Employment Agreement is voted on.

The key provisions of the Agreement are as follows:

- SECTION 2: APPOINTMENT; DUTIES; RESIDENCY. CWA will be employed as the full-time Village Manager and is expected to work primarily at Village Hall on a daily basis but may also work remotely from time to time.
- SECTION 3: "AT-WILL" EMPLOYMENT RELATIONSHIP. Standard Village provision.
- SECTION 4: TERM AND EFFECTIVE DATE. 2 Year Agreement. Agreement is effective immediately upon approval of the Agreement and the term runs from the approval date to June 30, 2023 at 5:00 p.m.
- SECTION 5: TERMINATION AND SEVERANCE PAY. 2 months of her current salary ("Severance Benefit Payment") and 2 months of health insurance and life insurance benefits, which health insurance and life insurance benefits shall remain in effect only until CWA is hired by another employer plus any accrued employee benefits CWA is entitled to under the Agreement. Only eligible for severance benefits if employment is terminate for lack of cause and must sign severance agreement to get severance benefits.

- SECTION 6: COMPENSATION. Salary: \$155,000.00.
 - Standard Employee Benefits, except 20 days of banked vacation days per year (prorated for 2021 to 12 vacation days).
 - Incentive for Declining Village's Health Insurance Program: Not to exceed \$10,000.00 in any 12-month period.
 - Relocation Expense: Not to exceed \$4,500.00 for the actual, documented moving expenses.
 - Mileage Reimbursement for Business Travel; Village Owned Vehicle. \$200.00 per month commuter allowance paid only while CWA resides outside of the 15-mile radius of the Village's corporate boundaries. Subject to budgetary constraints as determined by the Village Board, use of Village automobile for daily business purposes at no cost to CWA, except that CWA shall be responsible for any damage to the automobile that is caused, in whole or in part, by CWA's negligence or misuse of the automobile. While residing within the 15-mile residency radius area, CWA may use the Village-provided automobile (a) to commute to and from her residence and the Village each day and (b) for limited personal use and travel within the metropolitan Chicago area (e.g., 25 miles from Village Hall). Any personal use of the vehicle by CWA must be documented (mileage and dates) and CWA is liable for the income tax liability associated with such personal use of the vehicle. Notification to and prior approval from the Village Board for business use of the Village automobile outside of Illinois.
 - Professional Development: \$6,000.00 per year.
 - Deferred Compensation. Village matches CWA contributions up to a maximum amount of 2% of her annual Salary.

- SECTION 7: INDEMNIFICATION; INSURANCE. Standard Village provision.

- SECTION 8: RETURN OF AND ACCESS TO VILLAGE'S PROPERTY. Standard Village provision.

- SECTION 9: EXCLUSIVITY AND DUTY OF LOYALTY; LIMITED OUTSIDE ACTIVITIES. Standard Village provision.

- SECTION 10: CONFIDENTIALITY. Standard Village provision.

- SECTION 11: TAXES. Standard Village provision.

- SECTION 12: MISCELLANEOUS PROVISIONS. Standard Village provision.

If there are any questions, feel free to contact me.

Mike

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
 Lanya Satchell, Finance Director (w/ encls.)
 LaSondra Banks, Human Resources Director (w/ encls.)
 Michael A. Marrs, KTJ (w/ encls.).

RESOLUTION NO. R-2021- ____

A RESOLUTION APPROVING THE APPOINTMENT OF CHASITY WELLS-ARMSTRONG AS VILLAGE MANAGER, AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE POSITION OF VILLAGE MANAGER WITH CHASITY WELLS-ARMSTRONG

WHEREAS, the President and Board of Trustees of the Village of Maywood (“Village”) desire to appoint Chasity Wells-Armstrong to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code; and

WHEREAS, the President and Board of Trustees of the Village desire to enter into the attached Employment Agreement for purposes of hiring Chasity Wells-Armstrong to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code. The Employment Agreement is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, Chasity Wells-Armstrong desires to work as the Village Manager of the Village of Maywood and agrees to perform all of the customary duties of Village Manager in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code and the attached Employment Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, as corporate authorities of an Illinois home rule municipal corporation, have the authority to appoint Chasity Wells-Armstrong as Village Manager and to enter into the attached Employment Agreement pursuant to its home rule power, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and Sections 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7); and

WHEREAS, in regard to the Employment Agreement, the Village has complied with the six (6) calendar day prior posting requirement set forth in Section 7.3 to the Illinois Open Meetings Act (5 ILCS 120/7.3) that imposes a duty on all municipal employers who participate in the Illinois Municipal Retirement Fund (“IMRF”) to post on its website or in the Village Hall the total compensation packages of employees whose total compensation packages are equal to or in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the appointment of Chasity Wells-Armstrong to serve as Village Manager and to authorize the execution of the attached Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Pursuant to the Village’s home rule powers, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code (65 ILCS

5/5-3-7 and 8-1-7), the President and Board of Trustees approve the appointment of Chasity Wells-Armstrong to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code.

SECTION 3: Pursuant to the Village’s home rule powers, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7), the President and Board of Trustees approve the attached Employment Agreement for purposes of hiring Chasity Wells-Armstrong to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code and the attached Employment Agreement. The Village President and Village Clerk, or their designees, are authorized and directed to execute and deliver the final version of the attached Employment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Employment Agreement is attached hereto as **Exhibit “A”** and made a part hereof.

SECTION 4: The President and Board of Trustees further authorize and direct the Village President, the Village Manager, the Village Finance Director and the Human Resources Director, or their designees, to execute such other documents as are necessary to fulfill the Village’s obligations under the Employment Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village’s obligations under the Employment Agreement.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 8th day of June, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 8th day of June, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**Employment Agreement
For The Position Of Village Manager
With Chasity Wells-Armstrong**

(attached)

EMPLOYMENT AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND CHASITY WELLS-ARMSTRONG
(VILLAGE MANAGER)

This Employment Agreement (the "Agreement") is dated this ___ day of June, 2021 (the "Effective Date"), by and between the Village of Maywood, Cook County, Illinois, a home rule Illinois municipal corporation, (the "Village") and Chasity Wells-Armstrong ("Employee" or "CWA"). The Village and CWA are at times referred to collectively in this Agreement as the "Parties" or individually as a "Party".

WHEREAS, the Mayor and Board of Trustees (the "Corporate Authorities") of the Village desire to provide certain salary and employment benefits, including a severance benefit, to retain the services of CWA to perform all of the customary duties of the Village Manager of the Village in accordance with the applicable provisions of the Illinois Municipal Code and Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code ("Village Code") and this Agreement; and

WHEREAS, the Corporate Authorities find that CWA meets the educational and work experience qualifications for the Village Manager position as set forth in Section X (Village Management and Finance Department) of the Village's Fiscal and Investment Policy; and

WHEREAS, CWA desires to work as the Village Manager of the Village, states that she is qualified and capable of performing the duties and responsibilities of the Village Manager position, and agrees to use her best efforts, skills, abilities and training to perform all of the customary duties of Village Manager in accordance with the applicable provisions of the Illinois Municipal Code, Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Village Code and this Agreement; and

WHEREAS, the Parties agree that the severance benefit set forth below in Section 5 of this Agreement is additional, adequate consideration for entering into this Agreement; and

WHEREAS, in regard to this Agreement, the Village has complied with the six (6) day prior-posting requirement set forth in Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (effective January 1, 2012), which imposes a duty on all municipal employers who participate in the Illinois Municipal Retirement Fund ("IMRF") to post on its website or in the Village Hall the total compensation packages of employees whose total compensation packages are equal to or in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to its home rule powers and Sections 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and for other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties to this Agreement, it is agreed by and between the Parties as follows:

SECTION 1: INCORPORATION. The statements set forth in each Whereas paragraph above are incorporated into this Section 1 as if fully set forth and shall be material terms of this Agreement.

SECTION 2: APPOINTMENT; DUTIES; RESIDENCY. Pursuant Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) and Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the Corporate Authorities appoint and agree to employ CWA as the full-time Village Manager of the Village. CWA accepts such appointment and employment and agrees to perform all duties of the Village Manager as may be described by the Municipal Code for the Village of Maywood (the "Maywood Code"), other legal enactments, or as directed by the Corporate Authorities, including but not limited to working as the Village Manager during regular business hours, as well as outside of normal business hours on an as-needed basis (i.e., CWA is expected to work primarily at Village Hall on a daily basis but may also work remotely from time to time), attending all Village Board meetings (and related closed session meetings), committee, commission and other board meetings (and related closed session meetings), and performing any additional tasks or services within the scope of duties of the Village Manager, subject to the provisions contained in this Agreement. CWA shall establish and maintain residency within fifteen (15) miles of the corporate boundaries of the Village of Maywood within twelve (12) months of the Effective Date (as defined below) of this Agreement. The 15-mile radius shall be measured from the closest point of the Village's municipal boundary to CWA's residence.

SECTION 3: "AT-WILL" EMPLOYMENT RELATIONSHIP. CWA agrees and understands that her employment relationship with the Village is an "at-will" relationship and that the Corporate Authorities may terminate her and this Agreement at any time and for any reason. CWA agrees and understands that she does not have the right to receive any type of progressive discipline prior to the termination of this Agreement, and she waives any and all claims to a contract right of employment having been created by this Agreement or any Village Code provision or the Village of Maywood's Personnel Policy Manual or any State law. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Corporate Authorities to terminate the employment of CWA at any time, subject only to the provisions set forth herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CWA to terminate her employment with the Village by resigning at any time from her position as Village Manager, subject only to the provisions herein.

SECTION 4: TERM AND EFFECTIVE DATE. In accordance with Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), this Agreement shall become effective immediately upon approval and execution by both Parties ("Effective Date" or "Anniversary Date"), and the duration of this Agreement, unless terminated earlier by mutual consent or by either Party, or further extended by mutual written agreement of the Parties, shall extend from the **Effective Date to June 30, 2023 at 5:00 p.m.** (the "Term"). Per Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the duration of this Agreement, if extended beyond the Term, cannot extend beyond Mayor Nathaniel George Booker's current term of office (See also, 65 ILCS 5/3.1-10-15). To the extent that CWA continues to serve and perform the duties of Village Manager after the expiration of the Term of this Agreement, the Village agrees to compensate CWA at the most recent salary and to continue to provide Employment Benefits (as defined below), including the accrual of such Employment Benefits, in accordance with the terms, provisions and conditions of this Agreement, as amended, on a pro-rated 365-day basis; but CWA shall not be entitled to any Severance / Health and Life Insurance Benefit (as defined below), unless approved by the Village and only in the event that CWA signs the Severance Agreement in the form substantially consistent with the document attached as **Exhibit "1"** to this Agreement.

SECTION 5: TERMINATION AND SEVERANCE PAY. In the event CWA is terminated by the Village without Cause (as defined below) during the Term of this Agreement, then the Village agrees to pay CWA a severance payment as a lump sum equal to **two (2) months** of her current salary ("Severance Benefit Payment") plus any accrued employee benefits CWA is entitled to under this Agreement. In

consideration for and as a condition precedent to the payment of the Severance Benefit Payment and the Severance / Health and Life Insurance Benefit (as defined below) payable under this Section 5, CWA shall be required to first execute, and not revoke her approval and execution of, a "Resignation and Severance Agreement and Release of All Claims" form that is substantially similar to the copy of such form attached hereto as Exhibit "1", releasing the Village and its Affiliates (defined as "past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys") from any and all causes of action, claims and demands which CWA may have against the Village and its Affiliates, and return the executed document to the Village.

- A. **"Cause"** is defined as: (i) willful malfeasance or willful misconduct by CWA in connection with her employment; (ii) CWA'S gross negligence in performing any of her duties under this Agreement; (iii) CWA'S being found guilty of any felony, or CWA being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or CWA being convicted of any other misdemeanor (i.e., with a judgment of conviction being entered rather than an order of supervision being entered), but excluding any misdemeanor or petty offense which relates to a traffic violation (other than a misdemeanor DUI while operating a Village-owned vehicle) or infraction; (iv) CWA'S willful breach of any written policy or ordinance applicable to all employees adopted by the Village; or (v) material breach by CWA of any of the terms of this Agreement.
- B. **Severance / Health and Life Insurance Benefits.** In the event CWA is terminated without Cause, and provided that CWA signs and does not revoke the Resignation and Severance Agreement and Release of All Claims form referred to above, the Village will provide to CWA, for a period of time not to exceed **two (2) consecutive months** from the termination date, health insurance and life insurance benefits under the same terms as were provided while CWA was employed under this Agreement, which health insurance and life insurance benefits shall remain in effect only until CWA is hired by another employer or **two (2) consecutive months** from the termination date, whichever occurs first ("Severance / Health and Life Insurance Benefit"). CWA agrees to and is obligated to promptly notify the Village Manager of her acceptance of other employment so that such benefits can be terminated. CWA agrees to reimburse the Village for the monthly premium(s) paid if she fails to promptly notify the Village of her new employment. If CWA is already covered by or is eligible for Medicare health insurance coverage at the time of her termination without Cause, the Village agrees that the health insurance portion of the Severance / Health and Life Insurance Benefit shall consist of the payment of CWA'S supplemental health insurance coverage premium for a **two (2) consecutive month** period commencing on the termination date.
- C. **Voluntary Resignation or Termination for Cause.** In the event CWA voluntarily resigns as Village Manager or is terminated by the Village for Cause (as defined above), CWA shall not be entitled to the Severance Benefit Payment or the Severance / Health and Life Insurance Benefit.
- D. **Expiration of Agreement; Severance.** The Severance / Health and Life Insurance Benefit shall not be payable to CWA if this Agreement expires or terminates due to lapse of time (i.e., the Term ends at the end of the current Mayor's term), unless the Village authorizes the payment of such Severance / Health and Life Insurance Benefit as an agenda item listed

on a Village Board Meeting Agenda and CWA signs and does not revoke the Resignation And Severance Agreement And Release Of All Claims form referred to above.

- E. **Accrued Employee Benefits.** Upon termination or expiration of this Agreement, CWA shall be entitled to payment of all accrued, unused employee benefits provided for under the Village Personnel Policy Manual and this Agreement. The term “accrued, unused employee benefits” does not include the Severance Benefit Payment or the Severance / Health and Life Insurance Benefit, which are only payable in accordance with the provisions of this Agreement.

SECTION 6: COMPENSATION. In consideration of CWA performing all of the duties required of the Village Manager, the Village agrees to provide CWA with the salary and benefits set forth below:

- A. **Salary.** CWA’s annual base salary shall be **One Hundred Fifty-Five Thousand and No/100 Dollars (\$155,000.00)** (the “Salary”), payable in installments in the same manner that the other management level employees of the Village are paid. The Salary may be adjusted in accordance with one or more annual or periodic performance reviews conducted by the Corporate Authorities or as agreed to by the Parties. The Village shall also pay the Village’s proportionate share of CWA’s financial participation in the Illinois Municipal Retirement Fund.
- B. **Performance Reviews.** During each calendar year, CWA may receive one or more performance reviews conducted by the Corporate Authorities, but shall receive an annual performance review within two (2) months following each subsequent “Anniversary Date”. The Salary may be increased by an amount determined by the Corporate Authorities, in their sole discretion, upon satisfactory performance by CWA. The Corporate Authorities agree not to reduce CWA’s Salary at any time without her consent. The failure of the Corporate Authorities to conduct an annual performance review shall not be a breach or violation of this Agreement.
- C. **Exempt Employee.** CWA agrees that she is a salaried, exempt employee under the Fair Labor Standards Act and is not entitled to receive any additional compensation for overtime and compensatory time benefits under any federal or State employment law for performing the above-mentioned duties and services under this Agreement. As an exempt employee, CWA agrees that she is not subject to any minimum or maximum hourly work day or hourly work week. CWA further agrees that she will perform the duties and services of Village Manager as set forth in this Agreement typically during normal business hours, but understands that she is also on-call for purposes of performing such duties and services outside of normal business hours.
- D. **Employee Benefits.** CWA will be entitled to the standard employee benefits (recognized paid holidays, vacation days, sick days, extended sick leave, life insurance, Illinois Municipal Retirement Fund or ICMA-RC contributions, health insurance, etc.) provided to the Department Heads of the Village, except as modified herein.
 - i. **Vacation Days; Bank of Vacation Days:** CWA shall be entitled to accrue and use vacation days as set forth in the Village’s Personnel Policy Manual, as amended. As of the Effective Date, the Village agrees to provide CWA with a **bank of twelve (12) days of earned vacation time for use during the 2021 calendar year**. As of January 1, 2022, the Village agrees to provide CWA with a **bank of twenty (20) vacation days of earned vacation time for use during calendar year 2022**. In accordance with the Personnel Policy Manual, CWA may not carry over any accrued or unused vacation days from

calendar year to calendar year without the express approval of the Corporate Authorities. Upon termination of this Agreement, the Village shall compensate CWA for all earned but unused vacation days through the date of termination.

- ii. **Sick Days:** CWA shall be entitled to the use of six (6) sick days per calendar year as set forth in the Village's Personnel Policy Manual, as amended.
- iii. **Paid Holidays:** CWA shall be entitled to the following recognized paid holidays, as set forth in the Village's Personnel Policy Manual, as amended: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
- iv. **Employee Insurance Programs:** CWA shall be entitled to participate in the Village's employee health and other insurance programs as offered from time to time and as set forth in the Village's Personnel Policy Manual, as amended. For the Term of this Agreement, the Village will contribute toward CWA's employment insurance programs on the same basis and subject to the same conditions and restrictions as outlined for other full-time Village personnel, as amended from time to time. CWA is currently receiving health insurance benefits through her spouse's employment. If at any time that CWA's health insurance coverage entitlement through her spouse's employment lapses, the Village will provide health insurance to CWA in accordance with existing Village policies. Provided that CWA remains covered on her spouse's health insurance benefits and does not elect to be covered by any Village-provided health insurance coverage, the Village agrees to pay CWA an incentive for not participating in the Village's health insurance program as follows: As part of each bi-weekly payroll cycle, the Village agrees to pay CWA an amount equal to Three Hundred Eighty-Four and 61/100 Dollars (\$384.61), but in no case shall the total amount of this incentive paid to CWA in any 12-month period exceed **Ten Thousand and No/100 Dollars (\$10,000.00)**. In the event the Village reduces economic benefits to the Village employees comprehensively (across the board), the Village shall not reduce CWA's in any greater percentage than the amount reduced for the Village employees.
- v. **Reimbursement of Business Expenses:** CWA will be reimbursed for actual, documented expenditures made as a result of and/or in the course of the conduct of Village business. Receipt documentation will be required for reimbursement to be made by the Village for all said expenditures in accordance with the Village's Travel and Business Expense Reimbursement Policy, as amended.
- vi. **Relocation Expense:** The Village agrees to reimburse CWA an amount not-to-exceed **Four Thousand Five Hundred and No/100 Dollars (\$4,500.00)** for the actual, documented moving expenses (packing, transportation, unpacking) incurred by CWA in connection with her move from her current residence in Kankakee to the Maywood area (or within fifteen (15) miles of the Village's corporate boundaries). Such moving costs shall be paid within thirty (30) calendar days upon submittal of receipts, bills, and invoices for such costs to the Finance Director.
- vii. **Mileage Reimbursement for Business Travel; Village Owned Vehicle:** While CWA resides outside of the 15-mile radius of the Village's corporate boundaries, the Village agrees to provide CWA with a monthly commuter benefit allowance to assist with the daily cost of commuting to and from Village Hall in an amount of **Two Hundred and No/ 100 Dollars (\$200.00) per month**; this benefit shall terminate once CWA moves into a residence within the 15-mile residency radius area. During the Term of this Agreement, subject to budgetary constraints as determined by the Village Board, the Village will provide a Village automobile to CWA to be used for daily business

purposes at no cost to CWA (e.g., CWA shall not be obligated to pay for insurance, maintenance and repairs due to normal street usage (customary wear and tear) and fuel in relation to operating the automobile), except that CWA shall be responsible for any damage to the automobile that is caused, in whole or in part, by CWA's negligence or misuse of the automobile. While residing within the 15-mile residency radius area, CWA may use the Village-provided automobile (a) to commute to and from her residence and the Village each day and (b) for limited personal use and travel within the metropolitan Chicago area (e.g., 25 miles from Village Hall). If personal use of the vehicle is necessary for some reason, CWA agrees to document any personal usage of the vehicle (mileage and dates), provide such documentation to the Village, and agrees that she is liable for the income tax liability associated with such personal use of the vehicle. Notification to and prior approval from the Village Board for business use of the Village automobile outside of Illinois must be made prior to traveling out-of-state. The provision and use of the automobile shall be made under an accountable plan as defined in Internal Revenue Code Section 62 and its applicable regulations, as amended.

- viii. **Professional Development:** Subject to budgetary constraints, CWA may, at the expense of the Village, attend seminars and conferences intended to foster professional development, including the annual ICMA Conference, the IML Annual Conference and the National League of Cities Conference, and may join certain professional municipal government-related organizations (e.g., International City Manager's Association (ICMA), the Illinois City Manager's Association (ILCMA), Metro Manager's Association (MMA), National Forum For Black Public Administrators (NFBPA), etc.) and subscribe to similar publications, provided the cost of said dues, subscriptions, seminars and conferences (including travel, lodging and meals) does not exceed **Six Thousand and No/100 Dollars (\$6,000.00)** in any one (1) calendar year.
- ix. **Deferred Compensation.** To the extent applicable, the Village agrees to execute all necessary agreements provided by the International City / County Management Association Retirement Corporation (ICMA-RC) or the Illinois Municipal Retirement Fund (IMRF) or other 457 Accounts, an Individual Retirement Account (IRA), Roth IRA Account, the Illinois Municipal Retirement Fund's Voluntary Additional Contribution Account, or the Village's 125 Plan Account for CWA's participation in said retirement programs and plans, including any deferred compensation plan(s), and to transfer ownership to succeeding employers upon resignation or termination, as is legally possible at that time. The Village shall match any contributions made by CWA to a 457 deferred compensation plan up to a maximum amount of **two percent (2%) of her annual Salary.**
- x. **Use of Village Property.** Subject to budgetary constraints, the Village agrees to pay for the cost of a cellular phone and a laptop for use by CWA to perform the duties of Village Manager. The telephone and internet data package subscriptions shall be paid by the Village.

SECTION 7: INDEMNIFICATION; INSURANCE. The Village will indemnify and protect CWA against all claims for damages or personal injury when such damages are sought against CWA for negligent or wrongful acts alleged to have been committed by her within the scope of her employment or under the direction of the Village. The Village will insure CWA through conventional liability insurance or a self-insurance pool such as the Illinois Risk Management Association ("IRMA").

As a material inducement for the Village to enter into this Agreement, CWA agrees to waive and hold harmless the Village and its Affiliates (defined as “past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys”) from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the termination of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from the Village’s failure to fulfill its obligations under this Agreement.

The Village agrees to defend, indemnify and hold harmless CWA from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of attorneys selected by the Village to defend CWA, expert witnesses and consultants, court costs and fines, asserted against her or sought to be imposed upon her and which arise directly or indirectly out of or in connection in any way with her performance of the terms of this Agreement, provided that CWA’s actions or conduct giving rise to any litigation or dispute was within the scope of the duties of Village Manager, but excepting from the indemnification those claims, actions, suits, damages, costs, expenses and liabilities that arise from any willful or wanton conduct of CWA.

SECTION 8: RETURN OF AND ACCESS TO VILLAGE’S PROPERTY. Upon the termination of this Agreement, CWA agrees to immediately deliver to the Mayor, or his/her designee, any Village-owned automobile/vehicle and all documents, correspondence, letters, emails, Village-related access codes, laptops, computers or stored information, Confidential Information (as defined in this Agreement), cellular phones, other Village equipment and property, keys, and all other material and records of any kind belonging to or relating to the Village that are in the possession or control of CWA. CWA agrees that, subsequent to the termination of her employment with the Village, she will not access or attempt to access, directly or indirectly, by any manner whatsoever, the Village’s computer network, including, without limitation, the Village’s email system, the Village’s electronic document storage and retrieval system, and the Village’s computer network servers and related equipment.

SECTION 9: EXCLUSIVITY AND DUTY OF LOYALTY; LIMITED OUTSIDE ACTIVITIES. During the Term of this Agreement, CWA shall not be self-employed in any kind of profit or non-profit business venture, and shall not be employed by or work for compensation for any other person, corporation, partnership or municipality of any kind without prior approval by the Corporate Authorities of the Village. For example, if CWA desires to teach or engage in consulting activities, she will obtain prior approval of the Corporate Authorities. The Village recognizes that certain outside consulting or teaching opportunities may provide indirect benefits to the Village and the community, and therefore, subject to approval by the Corporate Authorities CWA may elect to accept limited teaching, consulting, or other business opportunities with the understanding that these arrangements shall not interfere or conflict with CWA’s responsibilities under this Agreement.

While employed by the Village, CWA will conscientiously and diligently perform all required acts and duties to the best of her ability and in a manner satisfactory to the Village. CWA agrees that, at all times during her employment with the Village, she owes the Village a duty of loyalty and a duty to act in good faith. CWA agrees that, at all times during her employment with the Village, she will not individually, or in combination with any other employee, violate or breach the terms of this Agreement.

SECTION 10: CONFIDENTIALITY. "Confidential Information" means all records, documents, information, passwords and other materials, whether original, duplicated, computerized, memorized, handwritten or in any other form, including but not limited to any intellectual property of the Village, resident information, employment information, financial data, staff or official proposals or memoranda, real property related information, potential or actual litigation information, strategic plans and other data disclosed, entrusted or made available to CWA by the Village, obtained through CWA's own efforts while working for the Village or developed by CWA while employed by the Village, which is not available to the public at large. Confidential Information shall also include all information relating to ongoing criminal investigations being conducted by or worked on by the Village's Police Department, without limitation: physical evidence, reports, tips, witness statements and identities, interrogations, theories, methods, investigation reports, pictures, audio and video recordings, laboratory analyses and documents. Confidential Information shall not include:

- i. Information that, at the time of disclosure, is in the public domain or is otherwise available to CWA on a non-confidential basis; and
- ii. Information disclosed that, after disclosure, becomes part of the public domain by publication or otherwise, through no action or fault of CWA.

A. **Confidentiality/Non-Disclosure.** All Confidential Information is sensitive and confidential, and any misuse or unauthorized disclosure of Confidential Information will materially affect the effective and successful conduct of the government, business and goodwill of the Village.

- (1) CWA agrees that any Confidential Information is to be held in the strictest confidence and may only be used in the completion of those law enforcement duties and services, whether she continues to be employed by the Village or not.
- (2) CWA agrees that Confidential Information is the sole and exclusive property of the Village and CWA shall make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to unauthorized persons, other than as permitted by this Agreement.
- (3) CWA agrees that she will not otherwise disclose or reveal, in any manner or for any reason, any Confidential Information during her employment with the Village or at any time thereafter, to any person or entity, without first receiving written authorization from the then-Village Manager or the Village Attorney, unless such disclosure is required by a court order and the Village decides not to contest the court order. This confidentiality covenant shall not prohibit CWA from continuing to cooperate with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information. CWA agrees, to the extent allowable under law and upon request, that she shall inform the Village Manager, the Police Chief or the Village Attorney of such continuing cooperation with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information after the termination of this Agreement.
- (4) It is understood and agreed that the Village is not waiving any applicable privilege, protection or confidentiality with respect to third parties, either impliedly or explicitly, by the sharing of Confidential Information with CWA under this Agreement. All Confidential Information covered by this Agreement, and any work-product or report or document or information reviewed, used or prepared by CWA during the Term of this

Agreement, is subject to the privileges and the exemptions contained at Sections 7(1)(a), 7(1)(b), 7(1)(b-5), 7(1)(d) and 7(1)(m) of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*, as amended) and all applicable legal enforceable privileges found in State or federal law.

- (5) In the event that CWA is ever requested in a judicial, administrative or governmental proceeding to disclose any Confidential Information, CWA will promptly notify the Village Board, the then-serving Village Manager and/or the Village Attorney so that the Village may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. If disclosure of the Confidential Information is required, CWA may furnish the required material, but CWA will furnish only that portion of Confidential Information that legally is required. The above notification obligation and this non-disclosure covenant shall survive the termination of this Agreement and remain binding on CWA.
- (6) Termination of this Agreement shall not constitute a waiver of the confidentiality obligations contained in this Agreement or the attorney/client or work-product privileges or any other applicable privilege recognized by State or federal law. Upon termination, each Party shall continue to take such action as is necessary or prudent to preserve the confidentiality of the Confidential Information as well as the enforcement of the applicable privileges that apply to the Confidential Information. The confidentiality obligations of a Party that has received documents or other Confidential Information pursuant to this Agreement shall survive and remain in effect following any such termination of this Agreement. In the event that either Party, for any reason, terminates this Agreement, CWA shall immediately deliver or cause to be delivered to the Village Manager or the Village Attorney (without retaining any copies thereof) any and all Confidential Information and all records, documents, statements or other written information obtained from the Village containing Confidential Information, along with a signed Affidavit that such Confidential Information and other documents have been returned by CWA and that she has fully complied with the terms of this Subsection.

SECTION 11: TAXES. All salary, benefits, reimbursements and any other payments to CWA under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by any law, rule or regulation of Federal, Illinois, county or local authority. CWA agrees that she shall be responsible for the payment of her share of any such required federal, Illinois, county or local taxes.

SECTION 12: MISCELLANEOUS PROVISIONS.

- A. **Notice.** All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if: (a) delivered by hand; (b) delivered by a nationally recognized overnight courier service; (c) sent by registered or certified United States Mail, return receipt requested and postage prepaid; or (d) email transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the Parties at their respective addresses as follows:

If to the Village:

Mayor
Village of Maywood
40 East Madison Street
Maywood, Illinois 60513
Email: nbooker@maywood-il.org
Phone: 708-450-4492

If to CWA:

Chasity Wells-Armstrong

Email: chasity.wellsarmstrong@gmail.com
Phone: 815-953-5157

Either Party may change such address, for delivery to the other Party, by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall be deemed proper: (i) on the date of delivery, if delivery is by hand; (ii) three (3) days after the date of mailing if sent by certified or registered mail; (iii) on the date of delivery by the overnight courier; or (iv) on the email transmission date if sent before 4:30 p.m.; otherwise, the next business day after the date of transmission by email.

- A. **Entire Agreement.** This Agreement represents the entire agreement between the Parties concerning CWA's employment with the Village and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between CWA and the Village relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by CWA and by the Mayor and Clerk of the Village, or their designees, with the consent of the Corporate Authorities.
- B. **Amendments.** No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties.
- C. **No Waiver.** Any failure in the exercise of either Party to enforce any provision of this Agreement shall not prejudice the Party's right to demand strict performance or enforcement of any future performance required under this Agreement.
- D. **Assignment.** This Agreement with respect to CWA is personal in nature and CWA shall not assign this Agreement or any of CWA's rights or obligations under this Agreement without the written consent of the Corporate Authorities.
- E. **Binding Effect.** This Agreement shall be binding on CWA and, pursuant to Illinois state statutes, this Agreement shall be binding on the Village and its successors and assigns.
- F. **Governing Law.** The execution, validity, construction, interpretation, performance and enforcement of this Agreement shall be governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.
- G. **Severability.** In the event any term of this Agreement shall be held unconstitutional, illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, neither the validity of the remaining part of the term nor the validity of any other terms of this Agreement shall in any way be affected.
- H. **Acknowledgements; Attorney Review.** CWA acknowledges that she fully understands all of the terms, conditions, provisions and obligations of this Agreement, that she was not coerced into signing it, that she had an opportunity to be represented by an attorney of her

own choosing at her own cost during the negotiation of this Agreement, and that she executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions and obligations.

- I. **Admissibility.** The Parties agree that this Agreement shall be admissible into evidence in any action in which the terms of this Agreement are sought to be enforced.
- J. **Disclosure.** Subject to any applicable exception of the Freedom of Information Act ("FOIA") (5 ILCS 140/1 *et seq.*), as amended, CWA and the Village acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to a FOIA request.
- K. **Effective Date.** This Agreement shall be effective on the date that the last signatory signs this Agreement, which date shall be entered on page 1 of this Agreement.
- L. **Exhibits.** The following Exhibit is attached hereto and made a part hereof:

Exhibit "1" - Resignation and Severance Agreement and Release of All Claims

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized representatives effective as of the day, month and year first above written.

**Village of Maywood
Cook County, Illinois**

Chasity Wells-Armstrong

By:

Nathaniel George Booker
Mayor

Chasity Wells-Armstrong

ATTEST:

Gwaine Dianne Williams
Village Clerk

Exhibit "1"

**RESIGNATION AND SEVERANCE AGREEMENT
AND RELEASE OF ALL CLAIMS**

**[NOTE: You have twenty-one (21) calendar days to consider this Agreement.
In addition, you are advised to consult with an attorney before signing this Agreement.]**

This **RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS** ("Agreement") is made by and between the Village of Maywood, an Illinois municipal corporation ("VILLAGE") and _____ ("Employee"). The VILLAGE and the Employee are at times referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, an Employment Agreement has been entered into between Employee and the VILLAGE, dated _____, 20__ and approved by the Village Board under Resolution No. R-20____ (collectively the "Employment Agreement"); and

WHEREAS, pursuant to Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the Employment Agreement of Employee expired on _____, 202__, when the term of office of Mayor _____ ended OR the Employment Agreement has been terminated by operation of Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) by a majority vote of the corporate authorities as of _____, 202__, and is no longer in effect OR the Employment Agreement has been terminated by the mutual consent of the Parties; and

WHEREAS, since the expiration of the Employment Agreement, Employee has been employed as an "at-will" employee of the VILLAGE and has agreed to voluntarily resign from his employment with the VILLAGE, effective _____, 202__ (the "Resignation Date"); and

WHEREAS, the VILLAGE has agreed to pay to Employee certain compensation and benefits to which Employee would otherwise not be entitled, in exchange for Employee's resignation and the promises of Employee contained in this Agreement; and

WHEREAS, the VILLAGE and Employee now desire to mutually set forth the terms of the resignation of Employee's employment with the VILLAGE. It is the desire of the VILLAGE and the Employee to settle and resolve all the terms of Employee's resignation from employment with the VILLAGE and to fix and determine all of the rights of each Party with regard to Employee's employment, and the resignation thereof, and all related matters, including but not limited to payment of severance and temporary continuation of certain benefits provided for under this Agreement, any disputes existing between them as of the Effective Date (as defined below) of this Agreement, and any claims that could be brought by Employee against the VILLAGE in relation to the employment relationship and the termination of that relationship; and

WHEREAS, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of Employee or the VILLAGE, or as any violation of any federal, State or local statute, ordinance, regulation, order or common law; and

WHEREAS, it is in the best interests of both Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties' mutual promises, and

the financial compensation and other valuable consideration set forth herein, the sufficiency of which is acknowledged, the VILLAGE and Employee agree as follows:

1. **Incorporation.** The initial statements contained in the above Whereas paragraphs are incorporated into this Section 1 as if fully set forth herein and are material terms of this Agreement.

2. **Employment Agreement.** The Parties acknowledge the termination of the Employment Agreement as follows: *Upon the Effective Date of this Agreement, the Employment Agreement has already expired and has been terminated by operation of Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7) as of _____, 2021, and is no longer in effect OR Upon the Effective Date of this Agreement, the Employment Agreement has been terminated by operation of Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) by a majority vote of the corporate authorities as of _____, 202__, and is no longer in effect OR Upon the Effective Date of this Agreement, the Employment Agreement has been terminated by the mutual consent of the Parties.*

3. **Resignation of Employment.** Employee hereby voluntarily resigns and terminates his/her employment with the VILLAGE effective _____, 202__ at __:00 a.m./p.m. (the "Separation Date").

4. **Compensation Owed.** Employee acknowledges full receipt of all compensation, reimbursements and employment benefits owed to him/her to date, excluding the severance payments and all other severance-related benefits to be provided under this Agreement, by the VILLAGE through the payroll period of _____, 202__, and waives any and all claims relating to same.

5. **Separation Benefit.** Subject to the provisions of this Agreement, and in consideration for entering into this Agreement and for the severance payments and other severance-related benefits set forth herein, the VILLAGE shall provide Employee with the following separation benefits (individually and collectively, "Separation Benefits"):

- a. The VILLAGE shall pay Employee a separation payment equal to: Two (2) months of salary in the gross amount of _____ THOUSAND ____ HUNDRED ____ AND __/100 DOLLARS (\$_____) and shall further pay Employee for ____ (__) accrued but unused vacation days in the gross amount of _____ THOUSAND AND 00/100 DOLLARS (\$_____) for a grand total of _____ THOUSAND ____ HUNDRED AND 00/100 DOLLARS (\$_____), less normal tax withholding and any applicable employee benefit contributions (the "Separation Payment"). **The Separation Payment shall be payable in a one-time lump sum as part of the next regularly scheduled payroll date that falls after the expiration of the Revocation Period (as defined below in Paragraph 19), provided Employee does not revoke his/her acceptance of this Agreement.** All normal and customary withholdings shall be made from the Separation Payment.
- b. The VILLAGE shall provide Employee with continuing health insurance benefits, at the VILLAGE'S expense, from the Separation Date until _____, 202__ in accordance with applicable federal and/or State law (e.g., continuation of health insurance option under the Illinois Municipal Retirement Fund Law). Thereafter, Employee shall be entitled to continue coverage under COBRA, at his/her sole expense, subject to the requirements of that statute.
- c. Pursuant to Section 6 (Compensation) of the Employment Agreement, the Parties agree that Employee is entitled to receive compensation for the ____ (__) accrued but unused vacation days payable on a per diem basis at his/her current salary, which equals \$_____ per day. The value of compensation for the Employee's

accrued but unused vacation days equals _____ THOUSAND _____ HUNDRED AND 00/100 DOLLARS (\$____.00) and has been included in the Separation Payment. Employee acknowledges and agrees that this amount fully compensates him/her for all earned but unused vacation time that he/she is entitled to be compensated for.

- d. The Separation Payment, and any other benefits included herein, do not constitute, nor are they intended to be, payment of compensation to Employee for the performance of any services to the VILLAGE after the Separation Date. Employee acknowledges that he/she shall have no claim for any additional unused accrued vacation days, sick days or any other compensation due. Employee also acknowledges and agrees that he/she is not entitled to any other severance payments or severance benefits and no other VILLAGE benefits of any kind or nature, except as set forth in this Agreement, and that the one-time lump sum Separation Payment shall not be made until after the expiration of the Revocation Period (as defined below in Paragraph 19).
- e. The VILLAGE will not seek to terminate Employee for Cause, as defined in Section 5 of the Employment Agreement.
- f. The VILLAGE'S payment to Employee of the Separation Payment in accordance with this Agreement is in full satisfaction and discharge of any and all amounts due or payable to Employee by the VILLAGE, whether salary, vacation pay, bonus, severance, expense reimbursement or otherwise.
- g. Employee agrees that all tax liability, which may result from the Separation Payment, payment of other compensation due him/her and the provision of benefits as set forth in this Agreement, rests with him/her alone.
- h. Employee agrees to not file for unemployment insurance benefits in exchange for payment of the Separation payment.

6. Consideration. Employee acknowledges that he/she would not be entitled to the Separation Benefits provided for in Paragraph 5 above (other than that portion attributable to his/her earned but unused vacation time) in the absence of him/her signing this Agreement, that the Separation Benefits constitute a substantial economic benefit to Employee, and that they constitute good and valuable consideration for the various commitments undertaken by Employee in this Agreement.

7. Transition; Cooperation. Employee agrees that he/she will work in good faith with the VILLAGE to coordinate a smooth and effective transition to Employee's successor, and will assist in such transition in a professionally reasonable manner.

8. Parties Released. For purposes of this Agreement, the term "VILLAGE Releasees" means the Village of Maywood, each of its past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys.

9. General Release. Employee, for and on behalf of himself/herself and each of his/her personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits and discharges the VILLAGE Releasees from, any and all claims, causes of action, demands, liabilities, damages, obligations and debts (collectively referred to as "Claims") of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Employee holds as of the date Employee signs this Agreement, or at any time previously held against the VILLAGE Releasees, or any of them, arising out of any matter whatsoever (with the exception of breaches of this Agreement). This General Release specifically includes, but is not limited to, any and all Claims:

- a. Arising out of or in any way related to Employee's employment with the VILLAGE, or the termination of Employee's employment;
- b. Arising out of or in any way related to any contract or agreement between Employee and the VILLAGE, including but not limited to the Employment Agreement;
- c. Arising under or based on the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act of 1938; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act of 1988; the Employee Retirement Income Security Act of 1974 ("ERISA") (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder); the Illinois Constitution; the Illinois Human Rights Act; The Illinois Wage Payment and Collection Act, the Cook County Human Rights Ordinance; or any other federal, state, county or local law, statute, ordinance, decision, order, policy or regulation prohibiting employment discrimination; providing for the payment of wages or benefits; or otherwise creating rights or claims for employees or officers, including, but not limited to, any and all claims alleging breach of public policy; the implied obligation of good faith and fair dealing; or any express, implied, oral or written contract, handbook, manual, policy statement or employment practice; or alleging misrepresentation, defamation, libel or slander; interference with contractual relations; intentional or negligent infliction of emotional distress; invasion of privacy; false imprisonment; assault; battery; fraud; negligence; or wrongful discharge; and
- d. Arising under or based on the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), and alleging a violation thereof based on any action or failure to act by the VILLAGE Releasees, or any of them, at any time prior to the Effective Date of this Agreement.

10. Intended Scope of Release. It is the intention of the Parties, and is fully understood and agreed by them, that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which Employee is legally entitled under ERISA) that Employee holds or previously held against the VILLAGE Releasees, or any of them, whether or not they are specifically referred to herein. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this Agreement and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar to all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement. Excluded from the General Release set forth above in Paragraph 9 are any claims which cannot be waived by law. Also excluded from the General Release set forth above in Paragraph 9 are the rights to file a charge with or participate in an investigation conducted by an administrative, legislative or judicial agency, or to report any allegations of unlawful conduct to federal, State or local officials for investigation. Employee does waive, however, his/her right to any monetary recovery should the Equal Employment Opportunity Commission or any other agency pursue any claims on his/her behalf if he/she files a charge or participates in an investigation.

11. Employee Waiver of Rights. As part of the foregoing General Release set forth above in Paragraph 9, Employee is waiving all of his/her rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment) from the VILLAGE Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Employee in connection with any Claim released in this Agreement.

12. Covenant Not to Sue. In addition to all other obligations contained in this Agreement,

Employee agrees that Employee will not initiate, bring or prosecute any suit or action against any of the VILLAGE Releasees in any federal, State, county or municipal court, with respect to any of the Claims released in this Agreement. Further, Employee is aware of no claims or causes of action which he/she has or might have against the VILLAGE or the VILLAGE Releasees except those he/she is releasing and for which he/she is covenanting not to sue the VILLAGE or the VILLAGE Releasees.

13. Remedies for Breach.

- a. If Employee, or anyone on Employee's behalf, initiates, brings or prosecutes any suit or action against any or all of the VILLAGE Releasees in any federal, State, county or municipal court, with respect to any of the Claims released in this Agreement, or if Employee breaches any of the terms of this Agreement, then: (a) Employee shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the VILLAGE Releasees, or any of them, in connection with such suit, action or breach; (b) the VILLAGE shall no longer be obligated to make any Separation Payments not already made to Employee prior to Employee's breach of this Agreement; and (c) Employee, upon demand by the VILLAGE, shall repay to the VILLAGE the value of the Separation Benefits and the premiums paid, pursuant to Paragraph 5 above, previously provided to Employee.
- b. If the VILLAGE breaches any of the terms of this Agreement, then the VILLAGE shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by Employee, in connection with such suit, action or breach.

14. No Admission of Liability. Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the VILLAGE Releasees, or any of them. The VILLAGE Releasees expressly deny any liability of any kind to Employee, and particularly any liability arising out of or in any way related to Employee's employment with the VILLAGE or the termination of Employee's employment.

15. Warranty of Return of VILLAGE Property. Employee warrants and acknowledges that Employee has turned over or will turn over to the VILLAGE, **on or before** :00 a.m./p.m. (CST) on , **202** , all Confidential Information (as defined in the Employment Agreement), equipment or other property issued to Employee by the VILLAGE, along with all documents, notes, computer files, VILLAGE credit cards, keys, alarm codes, alarm instructions, and other materials which Employee had in Employee's possession or subject to Employee's control, relating to the VILLAGE and/or any of its members. Employee further warrants and acknowledges that Employee has not retained any such documents, notes, computer files or other materials (including any copies or duplicates thereof).

16. Covenant Not to Access VILLAGE's Computer Network. Employee agrees that, subsequent to the termination of Employee's employment with the VILLAGE, Employee will not access or attempt to access, directly or indirectly, by any manner whatsoever, the VILLAGE's computer network, including, without limitation, the VILLAGE's email system, the VILLAGE's electronic document storage and retrieval system, and the VILLAGE's computer network servers and related equipment.

17. Warranty of Understanding and Voluntary Nature of Agreement. Employee acknowledges that Employee has carefully read and fully understands all of the provisions of this Agreement; that Employee knows and understands the rights Employee is waiving by signing this Agreement; and that Employee has entered into this Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort. Employee has had the opportunity to review and discuss this Agreement with his/her attorney and he/she fully understands this Agreement's provisions and their legal and practical effect.

18. Time to Consider and Attorney Consultation. EMPLOYEE AGREES AND ACKNOWLEDGES THAT THE VILLAGE HAS ADVISED HIM/HER TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT PRIOR TO SIGNING BELOW. EMPLOYEE UNDERSTANDS AND AGREES THAT HE/SHE HAS BEEN PROVIDED WITH AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER HIS/HER ACCEPTANCE OF THIS AGREEMENT AND THE ABILITY TO CONSULT WITH COUNSEL, AND THAT HE/SHE HAS BEEN ADVISED OF HIS/HER RIGHT TO CHANGE HIS/HER MIND AND REVOKE HIS/HER ACCEPTANCE OF THIS AGREEMENT AT ANY TIME WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE, AS SHOWN BELOW, ON WHICH HE/SHE HAS SIGNED THIS AGREEMENT.

19. Revocation Period. EMPLOYEE AGREES AND UNDERSTANDS THAT HE/SHE MAY REVOKE HIS/HER APPROVAL OF THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS AFTER HE/SHE SIGNS THIS AGREEMENT, AND THAT THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL EIGHT (8) CALENDAR DAYS AFTER THE DATE ON WHICH EMPLOYEE SIGNS BELOW. IN ORDER TO REVOKE THIS AGREEMENT, EMPLOYEE MUST DELIVER A WRITTEN NOTICE TO THE MAYWOOD VILLAGE MANAGER'S OFFICE, AT VILLAGE HALL AT 40 EAST MADISON STREET, MAYWOOD, ILLINOIS, OF EMPLOYEE'S DECISION TO REVOKE HIS/HER APPROVAL OF THIS AGREEMENT, AND SAID NOTICE MUST BE RECEIVED BY THE VILLAGE MANAGER'S OFFICE NO LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE OF EMPLOYEE'S EXECUTION OF THIS AGREEMENT. IF EMPLOYEE DOES NOT REVOKE HIS/HER APPROVAL OF THIS AGREEMENT, HE/SHE WILL RECEIVE THE SEPARATION PAYMENT AND SEPARATION BENEFITS DESCRIBED IN THIS AGREEMENT, AND THIS AGREEMENT SHALL BECOME EFFECTIVE AND ENFORCEABLE ON THE DATE IMMEDIATELY AFTER THE SEVEN (7) CALENDAR DAY REVOCATION PERIOD EXPIRES (THE "EFFECTIVE DATE").

20. No Re-Employment. Employee agrees that Employee will not seek re-employment with the VILLAGE.

21. Freedom of Information Act. Employee acknowledges and agrees that this Agreement is subject to public inspection and photocopying and distribution to the public pursuant to a FOIA request.

22. Severability. The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be modified or restricted, it shall be excised from this Agreement without affecting the validity or enforceability of any of the remaining provisions. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

23. Entire Agreement/Integration. This Agreement constitutes the sole and entire agreement between Employee and the VILLAGE with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings and representations, oral and written, including but not limited to the Employment Agreement, with respect to those subjects.

24. No Waiver By the VILLAGE. No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Employee and the VILLAGE'S President, or his/her designee, or the VILLAGE approval is effective by operation of

law.

25. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, Employee and Employee's personal and legal representatives, heirs, devisees, executors, successors and assigns, and the VILLAGE, its successors and assigns.

26. Choice of Law; Jurisdiction. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

27. Amendments. This Agreement may not be amended, revoked, changed or modified except by way of a written agreement executed by Employee and the VILLAGE'S President of the Board.

28. Counterparts. This Agreement may be executed in counterparts and shall be binding upon both Parties in the same manner as though all Parties' signatures appeared in a single, signed Agreement.

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AS AMENDED.

YOU ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

PRIOR TO SIGNING THIS AGREEMENT YOU SHOULD CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledges receipt of an executed copy of this Agreement.

**On behalf of
the VILLAGE OF MAYWOOD**

**Employee:
NAME _____**

By: _____
Name: _____
Title: Mayor
Date: _____ 202

By: _____
Date: _____ 202

**Attested by:
Village's Representative**

On behalf of Employee:

By: _____
Name: _____
Title: Village Clerk

By: _____
Name: _____
Title: _____

Date: _____ 202

Date: _____ 202

