

ORIGINAL

RESOLUTION NO. R-2015-05

**RESOLUTION APPROVING
THE APPOINTMENT OF WILLIE NORFLEET, JR. AS VILLAGE MANAGER
AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT
FOR THE POSITION OF VILLAGE MANAGER WITH WILLIE NORFLEET, JR.**

WHEREAS, the President and Board of Trustees of the Village of Maywood ("Village") desire to appoint Willie Norfleet, Jr. 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 of Maywood desire to enter into the attached Employment Agreement for purposes of hiring Willie Norfleet, Jr. 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, Willie Norfleet, Jr. 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 Willie Norfleet, Jr. as Village Manager and to enter into the attached Employment Agreement pursuant to 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 this 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) (effective January 1, 2012), 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 Willie Norfleet, Jr. 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 of the recitals above is incorporated by reference into this Section 1.

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 of the Village of Maywood approve the appointment of Willie Norfleet, Jr. 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 of the Village of Maywood authorize the execution of the attached Employment Agreement for purposes of hiring Willie Norfleet, Jr. 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 Employment Agreement is attached hereto as Exhibit "A" and made a part hereof.

SECTION 4: In furtherance of the above approval, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President and the Village Clerk, or their designees, to execute the Employment Agreement and to take all required, necessary and appropriate actions to comply with the requirements of the Employment Agreement and to execute such other documents as may be necessary or convenient to allow the Village to fulfill its obligations under the Employment Agreement and the directives under this Resolution.

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

ADOPTED this 11th day of March, 2015, pursuant to a roll call vote as follows:

AYES: Trustee(s) A. Jaycox, A. Dorris, M. Rogers, M. Lightford and R. Rivers

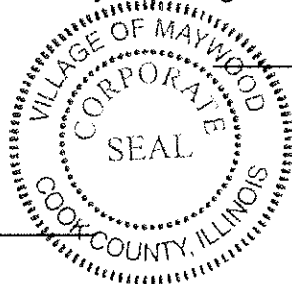
NAYS: Mayor Edwenna Perkins and Trustee C. Ealey-Cross

ABSENT: None

APPROVED by me, and attested by the Village Clerk, on this 12TH day of March, 2015.

ATTEST:


VILLAGE CLERK




VILLAGE PRESIDENT

Exhibit "A"

**EMPLOYMENT AGREEMENT FOR THE POSITION OF VILLAGE MANAGER
(WILLIE NORFLEET, JR.)**

(attached)

EMPLOYMENT AGREEMENT FOR THE POSITION OF VILLAGE MANAGER

(WILLIE NORFLEET, JR.)

THIS AGREEMENT, is made and entered into this _____ day of _____, 2015, by and between the Village of Maywood, an Illinois municipal corporation (hereinafter "VILLAGE" or "Corporate Authorities of the Village"), and Willie Norfleet, Jr. (hereinafter "NORFLEET"). The Village President and Trustees of the Village of Maywood are referred to in this Agreement as the "Village Board" or the "Corporate Authorities." The VILLAGE and NORFLEET at times herein are referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

WHEREAS, the VILLAGE desires to provide a certain salary and an expanded employment benefits package, in the form of a severance benefit, to retain the services of NORFLEET to act as the Village Manager of the Village of Maywood and for NORFLEET 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 this Agreement; and

WHEREAS, NORFLEET desires to work as the Village Manager of the Village of Maywood, states that he is qualified and capable of performing the duties and responsibilities of the Village Manager position, and agrees to use his best efforts, skills, abilities and training 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 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), 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 Parties acknowledge that NORFLEET is a member of the International City/County Management Association ("ICMA") and that NORFLEET is subject to the ICMA Code of Ethics; and

WHEREAS, the VILLAGE, as a home rule Illinois municipal corporation, 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 payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, the Parties agree, as follows:

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.

2. **SERVICES AND DUTIES.** The VILLAGE agrees to utilize the municipal manager skills, services and experience of NORFLEET as a Municipal Officer and employee. NORFLEET agrees to work as the Village Manager of the Village of Maywood and to perform all of the duties of Village Manager as set forth in Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code, 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, attending all Village Board meetings (and related executive session meetings), committee, commission and other board meetings (and related executive session meetings), and performing any additional tasks or services within the scope of the duties of the Village Manager as requested by the Village President and Board of Trustees, subject to the provisions contained in this Agreement. NORFLEET agrees to commence work for the VILLAGE on Monday, April 6, 2015.

3. **"AT-WILL" EMPLOYMENT RELATIONSHIP.** NORFLEET agrees and understands that his relationship with the VILLAGE is an "at-will" relationship and that the Corporate Authorities may terminate him and this Agreement at any time and for any reason. NORFLEET agrees and understands that he does not have the right to receive any type of progressive discipline prior to the termination of this Agreement and he 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 VILLAGE to terminate the employment of NORFLEET 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 NORFLEET to terminate his employment with the VILLAGE by resigning at any time from his position as Village Manager, subject only to the provisions herein.

4. **TERM AND EFFECTIVE DATE.** Per 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, and the duration of this Agreement, unless terminated earlier by mutual consent or by either Party, shall extend to 7:00 p.m. on Tuesday, May 16, 2017, which is

the expiration date and time of Mayor Edwenna Perkins' current term of office (See, Sections 30.26 and 30.28 of the Maywood Village Code and 65 ILCS 5/3.1-10-15). This Agreement may be extended for an additional term beyond May 16, 2017, but the approval of such an extension (or addendum) by the Parties can only occur after the expiration of the current term of Mayor Perkins with a vote by the newly constituted group of Corporate Authorities, who will include one (1) individual elected to the office of Mayor and three (3) individuals elected to the office of Trustee at the April 2017 VILLAGE municipal election.

5. **TERMINATION AND SEVERANCE PAY.** In the event NORFLEET is terminated by the VILLAGE without Cause (as defined below) during the Term of this Agreement, then the VILLAGE agrees to pay NORFLEET severance payments on a semi-monthly basis or as a lump sum, in the sole discretion of the Corporate Authorities, equal to: six (6) months of his current salary ("Severance Benefit Payment") plus any accrued employee benefits NORFLEET 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, NORFLEET shall be required to first execute, and not revoke his 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 NORFLEET 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 NORFLEET in connection with his employment; (ii) NORFLEET'S gross negligence in performing any of his duties under this Agreement; (iii) NORFLEET'S being found guilty of any felony, or NORFLEET being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or NORFLEET 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) NORFLEET'S willful breach of any written policy or ordinance applicable to all employees adopted by the VILLAGE; or (v) material breach by NORFLEET of any of the terms of this Agreement.

B. **Severance / Health and Life Insurance Benefit.** In the event NORFLEET is terminated without Cause, and provided that NORFLEET signs and does not revoke the Resignation and Severance Agreement and Release of All Claims form referred to above, the VILLAGE will provide to NORFLEET, for a period of time not to exceed six (6) consecutive months from the termination date, health and life insurance benefits under the same terms as were provided while NORFLEET was employed under this Agreement, which health insurance and life insurance benefits shall remain in effect only until NORFLEET is hired by another employer or six (6) consecutive

months from the termination date, whichever occurs first (“Severance / Health and Life Insurance Benefit”). NORFLEET agrees to and is obligated to promptly notify the Village Manager of his acceptance of other employment so that such benefits can be terminated. NORFLEET agrees to reimburse the VILLAGE for the monthly premium(s) paid if he fails to promptly notify the VILLAGE of his new employment. If NORFLEET is already covered by or is eligible for Medicare health insurance coverage at the time of his 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 NORFLEET’S supplemental health insurance coverage premium for a six (6) consecutive month period commencing on the termination date.

- C. **Voluntary Resignation or Termination for Cause.** In the event NORFLEET voluntarily resigns as Village Manager or is terminated by the VILLAGE for Cause (as defined above), NORFLEET shall not be entitled to the Severance Benefit Payment or the Severance / Health and Life Insurance Benefit.

6. **COMPENSATION.** In consideration of NORFLEET performing all of the duties required of the Village Manager, as set forth at Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Village Code, the VILLAGE shall pay to NORFLEET the sum of One Hundred Twenty Five Thousand and No/100 Dollars (\$125,000.00) per year, payable in installments every two weeks. NORFLEET shall receive a performance review within one (1) month following the first year “Anniversary Date” of his employment start date with the VILLAGE. NORFLEET will be eligible for a performance bonus in an amount not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00), upon satisfactory performance by NORFLEET, as determined by the Corporate Authorities, in their sole discretion, at his first annual performance review. Also at his first annual performance review, NORFLEET’S annual salary may be increased by an amount determined by the Corporate Authorities in their sole discretion upon satisfactory performance by NORFLEET. The Corporate Authorities agree not to reduce NORFLEET’S annual salary at any time without his consent. The failure of the Corporate Authorities to conduct an annual performance review prior to NORFLEET’S employment Anniversary Date each year shall not be a breach or violation of this Agreement.

- A. **Exempt Employee.** NORFLEET agrees that he 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, NORFLEET agrees that he is not subject to any minimum or maximum hourly work day or hourly work week. NORFLEET further agrees that he will perform the duties and services of Village Manager as set forth in this Agreement typically during normal business hours, but understands that he is also on-call for purposes of performing such duties and services outside of normal business hours.

- B. Employee Benefits. NORFLEET 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: NORFLEET shall be entitled to accrue and use vacation days as set forth in the Village's Personnel Policy Manual, as amended. For calendar year 2015, the VILLAGE agrees to provide NORFLEET with a bank of three (3) weeks of vacation time (fifteen (15) days) for immediate use and three (3) weeks (fifteen (15) days) of vacation time each January 1st thereafter. In accordance with the Personnel Policy Manual, NORFLEET may not carry over any accrued or unused vacation days from calendar year to calendar year without the express approval of the Corporate Authorities.
 - ii. Sick Days: NORFLEET 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: NORFLEET 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: NORFLEET 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 NORFLEET'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.
 - v. Reimbursement of Business Expenses. NORFLEET 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.
- C. Relocation Expense. The VILLAGE will pay, on a one-time basis, relocation/moving/lodging/rental expenses for NORFLEET in an amount not to exceed Six Thousand and No/100 Dollars (\$6,000.00) to assist with his relocation, based on actual, documented expenses incurred and submitted to the VILLAGE by NORFLEET for reimbursement.

7. **AUTOMOBILE USAGE.** During the Term of this Agreement, subject to budgetary constraints as determined by the Village Board, the VILLAGE will provide an automobile to NORFLEET to be used for daily business purposes at no cost to NORFLEET

(e.g., NORFLEET 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 NORFLEET shall be responsible for any damage to the automobile that is caused, in whole or in part, by NORFLEET'S negligence or misuse of the automobile, and for any fuel costs relating to personal use and travel that is beyond the metropolitan Chicago area (e.g., 50 miles from the Maywood Village Hall). NORFLEET shall be allowed to use the VILLAGE-provided automobile to commute to and from his residence and the VILLAGE each day. If personal use of the vehicle is necessary for some reason, NORFLEET agrees to document any personal usage of the vehicle (mileage and dates), provide such documentation to the VILLAGE, and agrees that he 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 use of the 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. Also, NORFLEET may utilize methods of public transportation to commute to and from the VILLAGE and/or to conduct VILLAGE business and he shall be reimbursed for the expense to do so. However, receipt documentation will be required for reimbursement to be made by the VILLAGE for all said expenditures.

8. **PROFESSIONAL DEVELOPMENT.** NORFLEET may, at the expense of the VILLAGE, attend seminars and conferences intended to foster professional development, including the annual ICMA Conference and the IML Annual Conference, and may join certain professional municipal government related organizations and subscribe to similar publications, provided the cost of said dues, subscriptions, seminars and conferences does not exceed Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) in any one (1) calendar year.

9. **DEFERRED COMPENSATION.** To the extent applicable, the VILLAGE agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund (IMRF) or other 457 Account, 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 NORFLEET'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 NORFLEET to a 457 deferred compensation plan up to a maximum amount of three percent (3%) of his annual salary.

10. **RESIDENCY.** Within sixty (60) days of the effective date of this Agreement, NORFLEET shall establish residency within Proviso Township, and will maintain such residency status for the duration of this Agreement.

11. **INDEMNIFICATION.** As a material inducement for the VILLAGE to enter into this Agreement, NORFLEET 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 NORFLEET 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 NORFLEET, expert witnesses and consultants, court costs and fines, asserted against him or sought to be imposed upon him and which arise directly or indirectly out of or in connection in any way with his performance of the terms of this Agreement, provided that NORFLEET'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 arise from any willful or wanton conduct of NORFLEET.

12. RETURN OF VILLAGE'S PROPERTY. Upon the termination of this Agreement, NORFLEET agrees to immediately deliver to the Village President, or his/her designee, any Village-owned automobile/vehicle and all documents, correspondence, letters, emails, computer disks or stored information, Confidential Information (as defined in this Agreement), computers, 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 NORFLEET. NORFLEET agrees that, subsequent to the termination of his employment with the VILLAGE, he will not access or attempt to access, directly or indirectly, by any matter 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.

13. EXCLUSIVITY AND DUTY OF LOYALTY. During the Term of this Agreement, NORFLEET 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 NORFLEET desires to teach or engage in consulting activities, he will obtain prior approval of the Corporate Authorities of the VILLAGE.

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

14. **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 NORFLEET by the VILLAGE, obtained through NORFLEET'S own efforts while working for the VILLAGE or developed by NORFLEET 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 NORFLEET 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 NORFLEET.

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) NORFLEET 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 he continues to be employed by the VILLAGE or not.
- (2) NORFLEET agrees that Confidential Information is the sole and exclusive property of the VILLAGE and NORFLEET 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) NORFLEET agrees that he will not otherwise disclose or reveal, in any manner or for any reason, any Confidential Information during his 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 NORFLEET 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. NORFLEET agrees, to the extent allowable under law and upon request, that he 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 NORFLEET 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 NORFLEET 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 NORFLEET is ever requested in a judicial, administrative or governmental proceeding to disclose any Confidential Information, NORFLEET 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, NORFLEET may furnish the required material, but NORFLEET 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 NORFLEET.
- (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, NORFLEET 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 NORFLEET and that he has fully complied with the terms of this Subsection.

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 facsimile transmission date if sent before 4:30 p.m.; otherwise, the next business day after the date of transmission by facsimile.

20. **HEADINGS.** All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

21. **VENUE AND APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois (Richard J. Daley Center Courthouse) or the United States District Court, Northern District of Illinois (Chicago). NORFLEET and the VILLAGE agree to submit to the jurisdiction of either court for the purpose of any such litigation or proceeding.

22. **ADMISSIBILITY.** The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

23. **ATTORNEY REVIEW.** NORFLEET acknowledges that he fully understands all of the terms, conditions, provisions and obligations of this Agreement, that he was not coerced into signing it, that he had an opportunity to be represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions and obligations.

24. **DISCLOSURE.** Subject to any applicable exception of the Freedom of Information Act ("FOIA") (5 ILCS 140/1 *et seq.*), as amended, NORFLEET 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.

25. **EFFECTIVE DATE.** This Agreement shall be effective on the date that the last signatory signs the Agreement, which date shall be entered on page 1 of this Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety.

26. **EXHIBITS.** The following Exhibit is attached hereto and made a part hereof:

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

**THIS REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.
THE SIGNATURE PAGE AND EXHIBIT "1" SHALL FOLLOW THIS PAGE.**

IN WITNESS WHEREOF, the Village of Maywood, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Agreement to be executed by the Village President and attested by the Village Clerk, and Willie Norfleet, Jr. has voluntarily executed this Agreement (and his signature has been verified by a Notary Public) on the respective dates set forth below.

WILLIE NORFLEET, JR.

VILLAGE OF MAYWOOD

By: *Willie Norfleet Jr.*
Willie Norfleet, Jr.

By: _____
Edwenna Perkins, Village President

Date: 3-3-15

Date: _____

ATTEST:

By: *[Signature]*
Notary Public

By: _____
Viola Mims, Village Clerk

Date: 3/03/2015

Date: _____

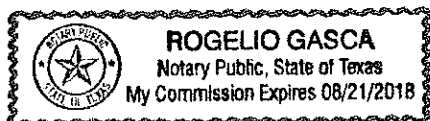


Exhibit "1"

**Resignation and Severance Agreement
and Release of All Claims**

(attached)

**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 Willie Norflect, Jr. ("Employee").

RECITALS

WHEREAS, 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 _____, 20__ (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 promises 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 the rights of each Party with regard to Employee's resignation, 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 either Party against the other Party 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 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 existence of the Employment Agreement between Employee and the VILLAGE, dated _____, 201__ (the "Employment Agreement"), and agree that, in the event of a conflict between this Agreement

and the Employment Agreement, the terms of this Agreement shall control. Upon the Effective Date of this Agreement, the Employment Agreement shall be terminated and no longer in effect.

3. Resignation of Employment. Employee acknowledges that he voluntarily resigns and terminates his employment with the VILLAGE effective _____, 201__ (the "Separation Date").

4. Compensation Owed. Employee acknowledges receipt of all compensation, reimbursements and employment benefits, excluding the severance payments and all other severance related benefits to be provided under this Agreement, due from the VILLAGE through the payroll period of _____, 201__, and waives any 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: ____ () months of salary in the gross amount of _____ THOUSAND _____ AND 00/100 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 divided evenly and paid to Employee over the next ____ () regularly scheduled payroll cycle dates of the VILLAGE commencing after the expiration of the Revocation Period set forth in Paragraph 19 of this Agreement.
- b. The VILLAGE shall provide Employee with continuing health insurance benefits, at the VILLAGE'S expense, for ____ () days after the Separation Date. Thereafter, Employee shall be entitled to continue coverage under COBRA, at his 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 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.
- d. The Separation Payment, and any other benefits included herein, do not constitute, nor are they intended to be, any form of compensation to Employee for any services to the VILLAGE. Employee acknowledges that he 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 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 no payments of any kind described herein shall be made until after the expiration of

the Revocation Period as set forth in Paragraph 19 of this Agreement, as part of the next regularly scheduled payday.

- e. VILLAGE will not seek to terminate Employee for Cause, as defined in Section 5 of the Employment Agreement.
- f. 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 and the provision of benefits as set forth in this Agreement, rests with him 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 would not be entitled to the Separation Benefits provided for in Paragraph 5 above in the absence of him 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 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 and each of his 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 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, 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; 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 General Release 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.

11. Employee Waiver of Rights. As part of the foregoing General Release, Employee is waiving all of his 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 has or might have against the VILLAGE or the VILLAGE Releasees except those he is releasing and for which he 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 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 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 VILLAGE, **on or before 5:00 P.M. (CST) on _____, 201__**, all Confidential Information (as defined in the Employment Agreement), equipment or other property issued to Employee by 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 attorney and he 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 TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT PRIOR TO SIGNING BELOW. EMPLOYEE UNDERSTANDS AND AGREES THAT HE HAS BEEN PROVIDED WITH AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER HIS ACCEPTANCE OF THIS AGREEMENT AND THE ABILITY TO CONSULT WITH COUNSEL, AND THAT HE HAS BEEN ADVISED OF HIS RIGHT TO CHANGE HIS MIND AND REVOKE HIS ACCEPTANCE OF THIS AGREEMENT AT ANY TIME WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE, AS SHOWN BELOW, ON WHICH HE HAS SIGNED THIS AGREEMENT.

19. Revocation Period. EMPLOYEE AGREES AND UNDERSTANDS THAT HE MAY REVOKE HIS APPROVAL OF THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS AFTER HE 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 VILLAGE OF EMPLOYEE'S DECISION TO REVOKE HIS APPROVAL OF THIS AGREEMENT, AND SAID NOTICE MUST BE RECEIVED BY THE VILLAGE NO LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE OF EMPLOYEE'S EXECUTION OF THIS AGREEMENT. IF EMPLOYEE DOES NOT REVOKE HIS APPROVAL OF THIS AGREEMENT, HE 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. Non-Disclosure; Confidentiality. Employee agrees that he will comply with the terms of Section 14 (Confidentiality) of the Employment Agreement and shall further not disclose, convey, transmit or make known or available, to any individual, partnership, corporation, organization or entity, any "Confidential Information" pertaining to or regarding the VILLAGE. Employee agrees to keep this Agreement and its terms strictly confidential and shall not discuss same with any person, except with Employee's immediate family, tax preparers and attorneys, provided that any person with whom Employee discusses this Agreement also agrees to keep it confidential. Employee agrees to assume responsibility for any such person's confidentiality obligations. Employee may, however, fully respond to questions from

governmental entities or discuss this Agreement if required to do so by law. Nothing in this section shall be construed as prohibiting the Parties from providing truthful testimony, responding to a subpoena, cooperating with any government official or agency, truthfully communicating with any government official or agency, or complying with the applicable provisions of the Open Meetings Act (5 ILCS 120/1, *et seq.*) and the Freedom of Information Act ("FOIA") (5 ILCS 140/1, *et seq.*). 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 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 acknowledge receipt of an executed copy of this Agreement.

**On behalf of
the VILLAGE OF MAYWOOD**

**Employee:
WILLIE NORFLEET, JR.**

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

**Attested by:
VILLAGE's Representative**

On behalf of Employee:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2015-05

RESOLUTION APPROVING
THE APPOINTMENT OF WILLIE NORFLEET, JR. AS VILLAGE MANAGER
AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT
FOR THE POSITION OF VILLAGE MANAGER WITH WILLIE NORFLEET, JR.

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 11th day of March, 2015, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 12th day of March, 2015.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

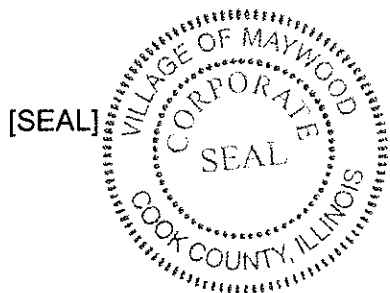
AYES: Trustee(s) A. Jaycox, A. Dorris, M. Rogers, M. Lightford and R. Rivers

NAYS: Mayor Edwenna Perkins and Trustee C. Ealey-Cross

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 12th day of March, 2015.



VILLAGE CLERK