

**RESOLUTION NO. R-2021-21**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS  
(WILLIE NORFLEET, JR.)**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (the "Village") agree to enter into a document entitled "RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS" ("Agreement") with Willie Norfleet, Jr. ("Norfleet"). A copy of the Agreement is attached to this Resolution as Exhibit "A" and made a part hereof; and

**WHEREAS**, Norfleet has signed the Agreement; and

**WHEREAS**, as a home rule Illinois municipal corporation, the President and Board of Trustees of the Village of Maywood have the authority to approve and authorize execution of the Agreement pursuant to their home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and finds that approving the Agreement is in the best interests of the Village, its residents, businesses and the public.

**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:** The President and Board of Trustees of the Village of Maywood approve and authorize the execution of a document entitled "RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS" ("Agreement") with Willie Norfleet, Jr. ("Norfleet"). The Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village of Maywood's obligations under the Agreement.

**SECTION 3:** The 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 Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

**ADOPTED** this 1<sup>st</sup> day of June, 2021, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,  
A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

**APPROVED** this 1<sup>st</sup> day of June, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

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Nathaniel George Booker, Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**Resignation And Severance Agreement And Release Of All Claims  
(Willie Norfleet, Jr.)**

(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 Norfleet, Jr. ("Employee").

**RECITALS**

**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 May 18, 2021, when the term of office of Mayor Edwenna Perkins ended; 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 May 19, 2021 (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 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 expiration of the Employment Agreement between Employee and the VILLAGE, dated September 4, 2018 and approved by the Village

Board under Resolution No. R-2018-42, which was amended by a First Amendment approved by the Village Board on September 17, 2019, under Resolution No. R-2019-35, and a Second Amendment approved by the Village Board on September 1, 2020, under Resolution No. R-2020-32 (collectively the "Employment Agreement"), and agree that, in the event of a conflict between this Agreement and the Employment Agreement, as amended, the terms of this Agreement shall control. 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 May 18, 2021, and is no longer in effect.

3. Resignation of Employment. Employee hereby voluntarily resigns and terminates his employment with the VILLAGE effective **May 19, 2021 at 10:00 a.m.** (the "Separation Date").

4. Compensation Owed. Employee acknowledges full receipt of all compensation, reimbursements and employment benefits owed to him to date, 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 May 31, 2021, 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 TWENTY-SIX THOUSAND FIVE HUNDRED TWENTY-TWO AND 50/100 DOLLARS (\$26,522.50)** and shall further pay Employee for **One Hundred Sixty (160) hours of accrued but unused 2021 vacation time in the gross amount of TWELVE THOUSAND TWO HUNDRED FORTY-ONE AND 60/100 DOLLARS (\$12,241.60)** for a **grand total of THIRTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 50/100 DOLLARS (\$38,764.10)**, 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, provided Employee does not revoke his 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 through until September 30, 2021 in accordance with the federal American Rescue Plan Act. In the event that Employee is determined to not be eligible for continuing health insurance in accordance with the federal American Rescue Plan Act, the VILLAGE agrees to pay the health insurance premiums for him for continued health insurance coverage through September 30, 2021. Thereafter, Employee shall be entitled to continue coverage under COBRA, at his sole expense, subject to the requirements of that statute. If Employee is hired by another employer and obtains health insurance coverage from that employer, Employee agrees to and is obligated to promptly notify the Village Manager of his acceptance of other employment so that such health insurance benefits can be terminated.
- c. Pursuant to Section 6 (Compensation) of the Employment Agreement, the Parties agree that Employee is entitled to receive compensation for **One Hundred Sixty (160) hours accrued but unused 2021 vacation time on a per diem basis at his current salary, which equals Seventy-Six and 51/100 Dollars (\$76.51) per day.** The

value of compensation for the Employee's accrued but unused vacation time equals **TWELVE THOUSAND TWO HUNDRED FORTY-ONE AND 60/100 DOLLARS (\$12,241.60)** and has been included in the Separation Payment. Employee acknowledges and agrees that the above dollar amount fully compensates him for all accrued but unused vacation time that he is entitled to be compensated for under the Personnel Manual.

- d. The VILLAGE will not seek to terminate Employee for Cause, as defined in Section 5 of the Employment Agreement.
- e. 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.
- f. 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.
- g. 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 (other than that portion attributable to his earned but unused vacation time) 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 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; 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. Excluded from the general release set forth above are any claims which cannot be waived by law. Also excluded from the general release set forth above 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 right to any monetary recovery should the Equal Employment Opportunity Commission or any other agency pursue any claims on his behalf if he files a charge or participates in an investigation.

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 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 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 10:00 A.M. (CST) on May 19, 2021, 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 MANAGER'S OFFICE AT VILLAGE HALL AT 40 EAST MADISON STREET, MAYWOOD, ILLINOIS OF EMPLOYEE'S DECISION TO REVOKE HIS 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 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. 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 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

By: \_\_\_\_\_  
Name: Nathaniel George Booker  
Title: Mayor  
Date: \_\_\_\_\_ 2021

Attested by:  
Village's Representative

By: \_\_\_\_\_  
Name: Gwaine Dianne Williams  
Title: Village Clerk  
Date: \_\_\_\_\_ 2021

Employee:  
WILLIE NORFLEET, JR.

By: Willie Norfleet Jr.

Date: May 25 2021

On behalf of Employee:

By: Darlene Norfleet  
Name: Darlene Norfleet  
Title: Spouse

Date: 5/25 2021

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. R-2021-21**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS  
(WILLIE NORFLEET, JR.)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 1<sup>st</sup> day of June, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 1<sup>st</sup> day of June, 2021.

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: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,  
      A. Peppers and I. Brandon  
NAYS: None  
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 2<sup>nd</sup> day of June, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]