

RESOLUTION NO. R-2021-42

**RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A FIRST ADDENDUM TO THE 2021 EMPLOYMENT AGREEMENT
ENTERED INTO WITH VILLAGE MANAGER CHASITY WELLS-ARMSTRONG**

WHEREAS, on June 8, 2021, with the passage of Resolution No. R-2021-22, the Corporate Authorities of the Village of Maywood ("Village" or "Corporate Authorities") and Chasity Wells-Armstrong approved and entered into an Employment Agreement for Chasity Wells-Armstrong ("CWA") 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 ("2021 Employment Agreement"); and

WHEREAS, the President and Board of Trustees of the Village agree to approve and authorize the execution of a First Addendum to the 2021 Employment Agreement for CWA to continue to serve as the Village Manager, subject to an amendment to Subsection 6.D.vii. (Compensation; Employee Benefits; Mileage Reimbursement for Business Travel; Village Owned Vehicle) of the Employment Agreement that provides CWA with a vehicle allowance benefit in an amount of Five Hundred and No/100 Dollars (\$500.00) per month commencing in October 2021. This vehicle allowance benefit shall terminate once the Village provides CWA with a Village-owned automobile for use as provided for in the Employment Agreement. A copy of the First Addendum to the 2021 Employment Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, Chasity Wells-Armstrong desires to continue 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 First Addendum to the 2021 Employment Agreement; and

WHEREAS, the President and Board of Trustees of the Village have the authority to enter into the attached First Addendum to the 2021 Employment Agreement pursuant to their home rule power, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and their statutory powers set forth in 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 attached First Addendum to the 2021 Employment Agreement, the Village has complied with the six (6) calendar 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 President and Board of Trustees have determined that it is in the best interests of the Village to approve the attached First Addendum to the 2021 Employment Agreement for Chasity Wells-Armstrong to continue to serve as Village Manager, and to authorize the execution of the attached First Addendum to the 2021 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 and authorize the execution of the final version of the attached “First Addendum to the 2021 Employment Agreement Entered Into With Village Manager Chasity Wells-Armstrong” (“First Addendum”) for Chasity Wells-Armstrong, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. A copy of the First Addendum is attached hereto as **Exhibit “A”** and made a part hereof.

SECTION 3: The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, and the Village Manager, or her designee, to execute the final version of the attached First Addendum, , and all other instruments and documents that are necessary to fulfill the Village’s obligations under the First Addendum. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village’s obligations under the First Addendum.

SECTION 4: The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed originals or certified copies of this Resolution and the First Addendum to all parties that are entitled to receive such documents.

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

ADOPTED this 19th day of October, 2021, pursuant to a roll call vote as follows:

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

NAYS: Trustee I. Brandon

ABSENT: None

APPROVED by me, and attested by the Village Clerk, on this 19th day of October, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**FIRST ADDENDUM TO THE 2021 EMPLOYMENT AGREEMENT
ENTERED INTO WITH VILLAGE MANAGER CHASITY WELLS-ARMSTRONG**

(attached)

**FIRST ADDENDUM TO
THE 2021 EMPLOYMENT AGREEMENT ENTERED INTO
WITH VILLAGE MANAGER CHASITY WELLS-ARMSTRONG**

THIS FIRST ADDENDUM, entered into this ___ day of October, 2021, in Maywood, Cook County, Illinois, by and between the Village of Maywood, an Illinois municipal corporation (the "Village" or "Corporate Authorities of the Village"), and Chasity Wells-Armstrong ("CWA") is made to an Employment Agreement that was entered into by the Parties and approved by the Corporate Authorities of the Village by Resolution No. R-2021-22 on June 8, 2021 (the "Employment Agreement"). This First Addendum modifies the Employment Agreement as follows:

1. **AMENDMENT OF SECTION 6 (COMPENSATION)**, Subsection 6.D.vii. (Compensation; Employee Benefits; Mileage Reimbursement for Business Travel; Village Owned Vehicle) of the Employment Agreement is amended as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

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. Commencing in October 2021, the Village agrees to provide CWA with a vehicle allowance benefit in an amount of Five Hundred and No/100 Dollars (\$500.00) per month; this vehicle allowance benefit shall terminate once the Village provides CWA with a Village-owned automobile for use as provided for in this Subsection.

2. **MISCELLANEOUS.**

- A. This First Addendum is meant to supplement the terms of the Employment Agreement. In all respects, except as specifically amended by this First Addendum, the Employment Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Employment Agreement and this First Addendum, the terms of this First Addendum shall supersede and control.
- B. This First Addendum constitutes the entire understanding between and among the Parties with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the Parties, whether written, oral or otherwise.
- C. This First Addendum shall be effective on the date that the last signatory executes this First Addendum (the "Effective Date"), which date shall be entered on page 1 hereof.

IN WITNESS WHEREOF, this First Addendum has been approved by the Corporate Authorities of the Village of Maywood, at a Special Village Board Meeting held on October __, 2021, by the passage of a Resolution authorizing the approval of this First Addendum. The duly authorized representatives of the Village of Maywood have signed and dated this First Addendum below. Chasity Wells-Armstrong has read and understands the terms of this First Addendum, has voluntarily signed and dated this First Addendum, and has had her signature notarized by a Notary Public.

VILLAGE OF MAYWOOD

CHASITY WELLS-ARMSTRONG

Nathaniel George Booker, Village President

Chasity Wells-Armstrong

Date: _____, 2021

Date: _____, 2021

ATTEST:

ATTEST:

Gwaine Dianne Williams, Village Clerk

Notary Public

Date: _____, 2021

Date: _____, 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 is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2021-42

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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 19th day of October, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 19th day of October, 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 and A. Peppers

NAYS: Trustee I. Brandon

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 20th day of October, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]