

ORIGINAL

RESOLUTION NO. R-2016-25

**RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A SECOND ADDENDUM TO
THE EMPLOYMENT AGREEMENT ENTERED INTO
WITH WILLIE NORFLEET, JR.**

WHEREAS, on March 11, 2015, the President and Board of Trustees of the Village of Maywood ("Village Board") passed a motion that approved 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 appointed 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 also approved an Employment Agreement for purposes of hiring Mr. Norfleet as Village Manager. The First Addendum to the Employment Agreement was approved by the Corporate Authorities on July 26, 2016 with adoption of Resolution No. R-2016-15; and

WHEREAS, after the completion of Mr. Norfleet's second annual performance review, the Village Board and Mr. Norfleet desire to enter into a Second Addendum to the Employment Agreement Entered Into With Willie Norfleet, Jr., for the payment of a Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) bonus to Mr. Norfleet, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; 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 and retain Willie Norfleet, Jr. as Village Manager and to enter into the attached Second Addendum to the Employment Agreement Entered Into With Willie Norfleet, Jr., 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 continue to employ Willie Norfleet, Jr. as Village Manager and to authorize the execution of the attached Second Addendum to the Employment Agreement Entered Into With Willie Norfleet, Jr.

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 Second Addendum to the Employment Agreement Entered Into With Willie Norfleet, Jr., a copy of which is attached hereto as Exhibit "A" and made a part hereof.

SECTION 3: 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 Second Addendum to the Employment Agreement Entered Into With Willie Norfleet, Jr. and to take all required, necessary and appropriate actions to comply with the requirements of the Second Addendum to 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 Second Addendum to the Employment Agreement and the directives under this Resolution.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 14th day of September, 2016, pursuant to a roll call vote as follows:

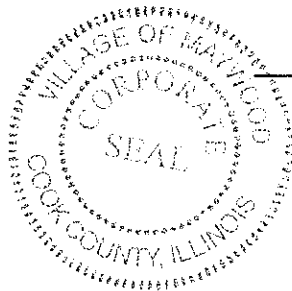
AYES: Trustee(s) H. Yarbrough, Sr., I. Brandon, M. Rogers, and R. Rivers

NAYS: Mayor Edwenna Perkins

ABSENT: Trustee(s) A. Dorris and M. Lightford

APPROVED by me as Village President, and attested by the Village Clerk, on this 20th day of, 2016.

ATTEST:



VILLAGE PRESIDENT

VILLAGE CLERK

Exhibit "A"

**SECOND ADDENDUM TO
THE EMPLOYMENT AGREEMENT ENTERED INTO
WITH WILLIE NORFLEET, JR.**

(attached)

**SECOND ADDENDUM TO
THE EMPLOYMENT AGREEMENT ENTERED INTO
WITH WILLIE NORFLEET, JR.**

THIS SECOND ADDENDUM, entered into this ___ day of September, 2016, 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 Willie Norfleet, Jr. ("NORFLEET"), is made to an Employment Agreement that was entered into by the Parties and approved by the Corporate Authorities of the Village of Maywood by Resolution No. R-2015-05 on March 11, 2015 (the "Employment Agreement"). The First Addendum to the Employment Agreement was approved by the Corporate Authorities with the adoption of Resolution No. R-2016-15 on July 26, 2016. This Second Addendum modifies the Employment Agreement as follows:

1. **AMENDMENT OF SECTION 6 (COMPENSATION)**. The first paragraph of Section 6 of the Employment Agreement is amended, in its entirety, to add a subsection 6.(4) as shown by the underlined text below:

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.

Based on the initial performance evaluation, the Corporate Authorities of the VILLAGE approve and authorize:

- (1) A two percent (2%) salary increase in NORFLEET'S current salary, effective as of his Year 2016 Anniversary Date (April 20, 2016) with retroactive salary being paid as part of normal payroll within thirty (30) calendar days of the approval date of this First Addendum. NORFLEET'S new annual salary shall be One Hundred Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$127,500.00). This First Addendum ratifies the payment of the salary increase, which took effect in June 2016 due to the VILLAGE'S summer meeting schedule.
- (2) A one-time bonus payment of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) in regard to his first annual performance review shall be paid to NORFLEET immediately or as part of normal payroll within thirty (30) calendar days of the approval date of this First Addendum. This First Addendum ratifies the payment of the bonus, which took effect in June 2016 due to the VILLAGE'S summer meeting schedule.

- (3) At his second performance review to be conducted during Year 2016, NORFLEET will be eligible for a performance bonus in an amount not to exceed Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00), upon satisfactory performance by NORFLEET, as determined by the Corporate Authorities, in their sole discretion. The second performance review will cover NORFLEET'S performance for the time period between April 20, 2016 and August 31, 2016.
- (4) At his second performance review conducted during Year 2016, during an executive session held on August 10, 2016, the Corporate Authorities agreed to pay NORFLEET a performance bonus in an amount of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00), payable during the normal August 2016 or September 2016 payroll cycle.

2. **MISCELLANEOUS.**

- A. This Second Addendum is meant to supplement the terms of the Employment Agreement and the First Addendum. In all respects, except as specifically amended by this Second Addendum, the Employment Agreement and the First Addendum shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Employment Agreement, the First Addendum and this Second Addendum, the terms of this Second Addendum shall supersede and control.
- B. This Second 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 Second Addendum shall be effective on the date that the last signatory executes this Second Addendum (the "Effective Date").

IN WITNESS WHEREOF, this Second Addendum has been approved by the Corporate Authorities of the Village of Maywood, at a Special Village Board Meeting held on September 14, 2016, by the passage of a Resolution authorizing the approval of this Second Addendum. The duly authorized representatives of the Village of Maywood have signed and dated this Second Addendum below. Willie Norfleet, Jr. has read and understands the terms of this Second Addendum, has voluntarily signed and dated this Second Addendum, and has had his signature notarized by a Notary Public.

VILLAGE OF MAYWOOD

WILLIE NORFLEET, JR.

Village President

Willie Norfleet, Jr.

Date: _____

Date: _____

Attest:

Attest:

Village Clerk

Notary Public

Date: _____

Date: _____

