

VILLAGE OF BRADLEY

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RESOLUTION NO.   R-11-18-2  

A RESOLUTION AUTHORIZING A CONSULTING AGREEMENT BETWEEN THE  
VILLAGE OF BRADLEY AND BRIAN PATOSKA

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS   13   DAY OF   NOVEMBER  , 2018

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,  
Kankakee County, Illinois this   13   day of   NOVEMBER   2018

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**A RESOLUTION AUTHORIZING A CONSULTING AGREEMENT BETWEEN THE  
VILLAGE OF BRADLEY AND BRIAN PATOSKA**

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**WHEREAS**, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-3-8 of the Illinois Municipal Code, the Village has the power to enter into contracts that serve its corporate purposes; and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is necessary and expedient to hire an independent contractor to provide consulting services related to Village finances until such a time as the Village can hire a qualified finance director; and

**WHEREAS**, Brian Patoska ("Patoska"), who previously served as the Village finance director, possesses the qualifications and character necessary to provide the required consulting services; and

**WHEREAS**, the Village has negotiated an independent contractor agreement (the "Consulting Agreement") with Patoska, on terms that are reasonable and acceptable to the Village, whereby Patoska shall provide the Village with the required consulting services (a copy of the proposed Consulting Agreement is attached hereto as "Exhibit A" and fully incorporated herein); and

**WHEREAS**, Patoska has expressed a desire to enter into the Consulting Agreement, as well as a willingness to be bound to perform thereunder; and

**WHEREAS**, the Corporate Authorities of the Village have determined that the execution of the Consulting Agreement is necessary and expedient to the Village's corporate purposes and further that the terms and conditions thereof are reasonable and acceptable to the Village; and

**WHEREAS**, the Corporate Authorities of the Village have determined that execution of the Consulting agreement is in the best interests of the Village and its citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** The proposed Consulting Agreement, attached hereto as Exhibit A and fully incorporated herein, is hereby approved in form and substance and the Village President is hereby authorized and directed to execute said agreement on behalf of the Village.

**SECTION 3.** The Village President is further authorized to take any and all actions, including but not limited to the execution of any and all documents, that are, in his opinion, necessary to fully effectuate the intent of the Corporate Authorities of the Village in passing this Resolution, which intent is declared to be to enter into the Consulting Agreement with Patoska.

**SECTION 4.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 5.** All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 6.** The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 7.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the 13 day of NOVEMBER, 2018.

**TRUSTEES:**

GERALD BALTHAZOR	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
LORI GADBOIS	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DON BARBER	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>
NICK ALLEN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

**VILLAGE PRESIDENT:**

BRUCE ADAMS	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
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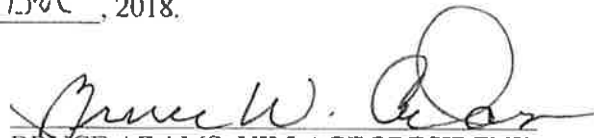
<b>TOTALS:</b>	Aye - <u>5</u>	Nay - <u>0</u>	Absent - <u>1</u>
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**ATTEST:**



MICHAEL J. LAGESSE, VILLAGE CLERK

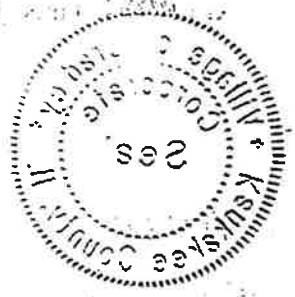
APPROVED this 13 day of NOVEMBER, 2018.

  
BRUCE ADAMS, VILLAGE PRESIDENT

ATTEST:

  
MICHAEL J. LAGESSE, VILLAGE CLERK

Handwritten signatures and text, possibly including names like "W. J. ...".

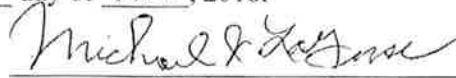


Faint, illegible text located below the circular stamp.

STATE OF ILLINOIS        )  
                                  )        §§  
COUNTY OF KANKAKEE    )

I, Michael J. LaGesse, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-11-18-2, "A RESOLUTION AUTHORIZING A CONSULTING AGREEMENT BETWEEN THE VILLAGE OF BRADLEY AND BRIAN PATOSKA," which was adopted by the Village President and Board of Trustees at a meeting held on the 13 day of NOVEMBER, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13 day of NOV, 2018.

  
MICHAEL J. LAGESSE, VILLAGE CLERK

(SEAL)

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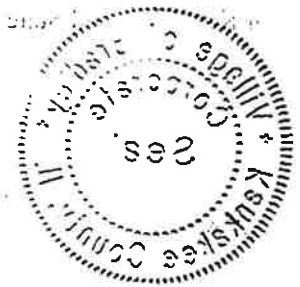
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# **EXHIBIT A**



## EMPLOYMENT AGREEMENT

Agreement made this 3rd day of January, 2018 by and between the Village of Bradley, Kankakee County, Illinois and Illinois Municipal Corporation, (the "Village") and Brian Patoska ("Patoska") of Lemont, Illinois. In consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

### Article 1 - Employment

The Village employs Patoska as the current Finance Director/Treasurer for an indefinite term as prescribed by Section 2 of the Code of Ordinances of the Village of Bradley.

### Article 2 - Duties

Patoska is employed as the Finance Director/Treasurer and shall work under the direction of the Village Administrator and shall have the powers and duties as provided in the Village Code of ordinances and the attached job description. (Exhibit A). Patoska will devote his full working time, attention and energy to the business of the Village in related professional activities.

### Article 3 - Compensation

As compensation for services rendered under this agreement, Patoska shall be entitled to an annual salary from the Village of \$99,000.00. Patoska's annual salary shall be paid in installments in accordance with the Village's regular payroll.

### Article 4 - Cost of Living Increase

The Village shall provide Patoska with cost of living adjustments in salary at 3%/yr on the employee's anniversary date. Patoska shall receive a performance evaluation yearly which may result in a merit increase in addition to the COLA.

### Article 5 - Hours of Work

Because of the nature of the Village's operations, Patoska must be engaged in Village business outside of the normal office hours. In recognition of that time, Patoska shall have the flexibility to establish an appropriate work schedule so long as the duties and responsibilities of his position are being properly performed.

### Article 6 – Employee Policies and Benefits

The Village shall afford Patoska all benefits afforded other Village employees including, but not limited to, the following:

**A. Insurance**

The Village agrees to provide Patoska and his family with the same health, dental, disability and life insurance benefits and cost sharing levels as provided to all other Village employees.

**B. Vacation**

Patoska shall be entitled to vacation leave of fifteen (15) business days in the first year and two additional days per year thereafter for the term of this agreement. The time for vacation shall be selected by Patoska and approved by the Village Administrator. Upon completion of the calendar year, Patoska shall be allowed to cash out any accrued and unused vacation time at his hourly rate of pay.

**C. Holidays**

Patoska shall be entitled to all holidays afforded to other Village employees.

**D. Paid Sick Leave**

Patoska shall start with a bank of five (5) sick days. Patoska shall earn one sick day per month. Sick leave may be accumulated without limit as provided to all other Village employees. Unused sick time shall be compensated for in accordance with Village policy for all other employees.

**E. Retirement Benefit**

The Village shall pay the employer's portion of the retirement benefit provided by the Illinois Municipal Retirement Fund (IMRF). Patoska agrees to pay, as required, the employee's mandatory contribution for participation.

**Article 7 - Professional Business Expenses**

1. The Village agrees to pay for Patoska's professional dues and subscriptions necessary for his continued professional participation, growth, and advancement.

**Article 8 - Termination**

**A. The Employee's employment is at the will of the Village, and the Village may terminate the Employee's employment at any time with or without cause.**

**B. Cause for Termination. For purposes of this Agreement, the term "cause for termination" shall mean:**

- (i) A material breach of this Agreement;**
- (ii) Conviction of any felony or any crime involving moral turpitude;**
- (iii) Knowing failure, past or present, to take appropriate steps in response to violations of the Village's anti-discrimination and anti-harassment policies;**
- (iv) Substantial and repeated wrongful acts or omissions in the performance of the functions and duties of the Finance Director/ Treasurer;**

- (v) Substantial and repeated use of abusive language, attitude, or conduct while engaged in Village business;
- (vi) Repeated violations of standards and responsibilities set in the Village's personnel manual;
- (vii) Violation of the Village's anti-discrimination and anti-harassment policies;
- (viii) Intoxication or use or possession of un-prescribed drugs during business hours or while engaged in Village business;
- (ix) Theft, misappropriation, or willful or intentional destruction of Village property;
- (x) Solicitation of gifts, bribes, or other valuable things for personal gain or other corrupt practices during business hours or relating to Village business;
- (xi) Substantial abuse of leave privileges; and
- (xii) Excessive or chronic absenteeism or tardiness.

For all items listed under "cause for termination" in this contract and any other cause not so listed, the Village will notify Employee of any violations at the time of said violation, document such notification and provide Employee with such document. The Village will also allow Employee reasonable time to remedy said violation prior to termination.

#### **Article 9 - Technology**

The Village shall provide Patoska with a computer, software, fax/modem, and cell phone required for Patoska to perform the job and to maintain communication.

#### **Article 10 - Resignation**

In the event that Patoska voluntarily resigns his position with the Village, Patoska shall provide a minimum of 15 day notice unless the parties agree otherwise.


#### **Article 11 - General Provisions**


- A. **Integration:** This agreement sets forth and establishes the entire understanding between Patoska and the Village relating to the employment of Patoska by the Village. Any prior representations by or between the parties are merged into and rendered null and void by this agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made part of this agreement.

B. Binding Effect: This agreement shall be binding on Patoska and the Village.

C. Effective Date: This agreement shall become effective on January 3, 2018.

D. Severability: The invalidity or partial invalidity of any portion of this agreement will not affect the validity of any other provision. In the event that any provision of this agreement is held to be valid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

  
\_\_\_\_\_  
Mayor Bruce Adams

  
\_\_\_\_\_  
Brian Patoska