

**AGENDA
VILLAGE OF WAYNE
SPECIAL MEETING**

**Village Hall
5N430 Railroad Street
Wayne, Illinois 60184**

**Tuesday May 9, 2023
7:30 pm**

- I. Call to Order and Roll Call**
- II. Res. #23-R-13; Authorizing Execution of Amended Employment Agreement with Michael J. Gricus**
- III. Adjournment**

Note: Any person who has a disability requiring a reasonable accommodation to participate in this meeting should contact Gina Panek, ADA Compliance Officer, Monday through Thursday, 8:00 a.m. to 12:00 p.m., Village of Wayne, 5N430 Railroad Street, P.O. Box 532, Wayne, Illinois 60184, or call (630) 584-3090 within a reasonable time before the meeting. Requests for a qualified interpreter require five (5) working days' advance notice.

**VILLAGE OF WAYNE
DUPAGE AND KANE COUNTIES, ILLINOIS**

RESOLUTION NO. 23-R-13

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED
EMPLOYMENT AGREEMENT WITH MICHAEL J. GRICUS**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF WAYNE
DUPAGE AND KANE COUNTIES, ILLINOIS**

THIS _____ DAY OF _____, 2023

**PUBLISHED by authority of the
President and Board of Trustees
of the Village of Wayne, DuPage
and Kane Counties, Illinois
this _____ day of _____, 2023**

**VILLAGE OF WAYNE
DUPAGE AND KANE COUNTIES, ILLINOIS**

RESOLUTION NO. 23-R-13

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED
EMPLOYMENT AGREEMENT WITH MICHAEL J. GRICUS**

WHEREAS, the Village of Wayne, DuPage and Kane Counties, Illinois (the “Village”) has previously entered into an Employment Agreement with Michael J. Gricus (the “Agreement”); and

WHEREAS, the Agreement has been extended and amended from time to time; and

WHEREAS, the President and Board of Trustees of the Village of Wayne deem it to be in the best interests of the Village to enter into an Amended Employment Agreement with Michael J. Gricus extending said Agreement for a period of one (1) year, with renewals, commencing May 1, 2023 in the form attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wayne, DuPage and Kane Counties, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Resolution are hereby found by the President and Board of Trustees to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The Amended Employment Agreement with Michael J. Gricus in the form attached hereto as Exhibit “A” is hereby approved and the President of the Board of Trustees and the Village Clerk are hereby authorized and directed to execute said Amended Employment Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Eileen Phipps, President

ATTEST:

Patricia Engstrom, Village Clerk

(SEAL)

EXHIBIT "A"
AMENDED EMPLOYMENT AGREEMENT

1. The Village of Wayne, located in DuPage and Kane Counties, Illinois, hereinafter referred to as "Village", hereby employs Michael J. Gricus, of the Village of Bloomingdale, DuPage County, State of Illinois, hereinafter referred to as "Director", as Building Department Director and Zoning Enforcement Officer/Building Inspector to serve and perform such duties at such time and places and in such manner as the Village may from time to time direct. This Agreement, and all rights thereunder, shall be effective as of May 1, 2023.

2. Director agrees to faithfully perform the duties assigned to him to the best of his ability, to devote his time and attention to the Village's business, to make to the Village prompt, complete, and accurate reports of his work and expenses, to promptly remit to the Village all monies of the Village collected by him or coming into his possession, and to faithfully discharge the duties of Building Department/Zoning Enforcement Officer/Building Inspector of the Village.

3. The Village agrees to pay Director compensation at the rates as shown on the Schedule attached hereto and by reference incorporated herein, and all reasonable and necessary travel (established then current federal per diem rates are acceptable) and other expenses incurred by Director in performing his aforementioned duties.

4. The schedule of Director's work hours as Building Department Director and as Zoning Enforcement Officer/Building Inspector will vary from time to time depending on the volume of construction or related activity taking place within the Village at any given time. The Village and Director shall establish a schedule of work hours in accordance with the requirements of the position.

5. Director shall report to the Chairman of the Building and Zoning Committee of the

Village of Wayne, or in his or her absence, to the Village President.

6. At the end of each month, Director shall submit; first to the Chairman of the Building and Zoning Committee and the Village President for their approval, and after same to the Village Treasurer, an itemized statement for services performed as Director during the month along with a report itemizing reasonable and necessary travel and other expenses for reimbursement together with supporting receipts.

7. Not later than at the end of each month, Director shall submit, first to the Chairman of the Building and Zoning Committee and the Village President for their approval, and after same to the Village Treasurer, a detailed list of the inspections performed and building plan and zoning reviews done during that month, along with a report itemizing reasonable and necessary travel and other expenses for reimbursement together with supporting receipts, and for which payment is sought in the next pay period.

8. On the 15th and last day of the month, Director shall receive payment for services and reimbursable expenses which were submitted for payment at the end of the previous pay period. The Village shall withhold all appropriate federal and state taxes in accordance with applicable law. The parties shall furnish each other such documentation as may be required by law to effectuate such withholding.

9. The authority of Director to incur out-of-pocket expenses on behalf of the Village shall be regulated by the Village Board through the Chairman of the Building and Zoning Committee.

10. Director's employment as Building Department Director/Zoning Enforcement Officer/Building Inspector shall be contingent upon appointment by the Village President and confirmation by the Board of Trustees to each said office as provided by Ordinance.

11. Director shall be classified as an “Other Part-Time” employee for purposes of determining the application of the Employee Compensation Policy and Administrative Program adopted pursuant to Resolution 19-R-12, as amended.

12. This Agreement shall be in full force and effect from May 1, 2023 through April 30, 2024, and shall thereafter automatically renew from year to year on the same terms and conditions unless either party shall give not less than ninety (90) days prior written notice to the other party of the termination of this Agreement. This Agreement may also be terminated by either party at any time on ninety (90) days written notice to the other party. Upon the termination of this Agreement in any manner, the payment to Director of the money earned to the date of such termination shall be in full satisfaction of all claims against the Village under this Agreement.

13. To the extent permitted by law the Village will indemnify, defend and hold harmless the Director from and against all liabilities, for compensatory damages, expenses of investigation, judgments and amounts paid in settlement hereunder which may be imposed upon the Director in connection with or resulting from any claim made against him, or any action, suit, proceeding or investigation in which he may be involved, by reason of his being or having been such Director of the Village and acting within the scope of his employment or official duties. The foregoing rights of indemnification shall be in addition to any other rights to which such Director may be entitled as a matter of law.

IN WITNESS THEREOF, the parties have executed this Employment Agreement on this
____ day of _____, 2023.

VILLAGE OF WAYNE
A municipal corporation

DIRECTOR:

By: _____
Eileen Phipps, Village President

Michael J. Gricus

Attest: _____
Patricia Engstrom, Village Clerk

(SEAL)