



VILLAGE OF
SCHILLER PARK

PAMPHLET

PUBLICATION OF

ORDINANCE NO. 25-4455

**AN ORDINANCE OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY,
ILLINOIS AUTHORIZING AN AGREEMENT BY AND BETWEEN THE VILLAGE OF
SCHILLER PARK, COOK COUNTY, ILLINOIS AND BRETT KRYSKA FOR THE
POSITION OF VILLAGE MANAGER/COMPTROLLER**

An Ordinance of the Village of Schiller Park, Cook County, Illinois Authorizing
an Agreement By and Between the Village of Schiller Park, Cook County,
Illinois and Brett Kryska for the Position of Village Manager/Comptroller

**following passage and approval on June 5, 2025
for the inspection, use, and examination by the public.**

**Filed in the Office of:
Rosa Jos, Clerk
Village of Schiller Park**

ORDINANCE NUMBER 25-4455

**AN ORDINANCE OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY,
ILLINOIS AUTHORIZING AN AGREEMENT BY AND BETWEEN THE VILLAGE
OF SCHILLER PARK, COOK COUNTY, ILLINOIS AND BRETT KRYSKA
FOR THE POSITION OF VILLAGE MANAGER/ COMPTROLLER**

WHEREAS, the Village of Schiller Park, Cook County, Illinois (the "*Village*") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*").

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Schiller Park, Cook County, Illinois, by and through its Home Rule Powers, as follows:

Section 1. That the above recital and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Agreement by and between the Village of Schiller Park, Cook County, Illinois and Brett Kryska for the Position of Village Manager/ Comptroller (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, attorneys, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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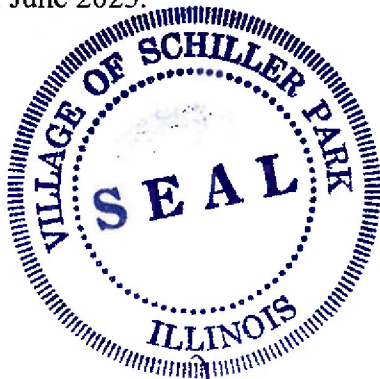
ADOPTED by the President and Board of Trustees of the Village of Schiller Park, Cook County, Illinois this 5th day of June 2025, pursuant to a roll call vote, as follows:

AYES: Trustees Lukowski, Klug, Golembiewski, Deegan, Lima, and Sheridan

NAYES: None

ABSENT: None

APPROVED by the President of the Village of Schiller Park, Cook County, Illinois on this 5th day of June 2025.




CHAD MEYERS
VILLAGE PRESIDENT

ATTEST:


ROSA JOS
VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT BY AND BETWEEN THE VILLAGE OF SCHILLER PARK,
COOK COUNTY, ILLINOIS AND BRETT KRYSKA FOR THE POSITION
OF VILLAGE MANAGER/COMPTROLLER

THIS AGREEMENT (the "Agreement") is made and entered into this 5th day of June 2025, by and between the VILLAGE OF SCHILLER PARK, an Illinois municipal corporation (the "Village" or "Employer") and BRETT KRYSKA (the "Employee"). The Village and Employee shall also be referred to in this Agreement as the "Parties" or "Party".

WITNESSETH

WHEREAS, Village desires to employ the services of Employee as Village Manager/Comptroller of the Village of Schiller Park; and

WHEREAS, Employee desires to accept appointment as Village Manager/Comptroller; and

WHEREAS, Employee is willing to be employed by Village pursuant to the covenants, terms and conditions set forth in this Agreement; and

WHEREAS, it is the desire of the Village President and Board of Trustees (the "Corporate Authorities") to provide certain benefits, establish certain conditions of employment and set working conditions of Employee, as herein set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the PARTIES hereto agree as follows:

Section 1. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated and made a part of this Section 1, as if fully set forth herein.

Section 2. Employment Status and Duties.

A. Employee shall serve the Village as its Village Manager/Comptroller to perform the functions and duties specified in and pursuant to the New Millennium Code of the Village of Schiller Park, Illinois, and to perform other legally permissible duties and functions as the Corporate Authorities shall from time to time assign to Employee.

B. Employee and Village agree that Employee is an "at-will" employee, that Employee holds an appointed position in the Village and that Employee's employment with the Village may be terminated by either Party at any time either with or without cause and that nothing in this Agreement shall be construed to constitute either a guarantee of future employment or a guarantee of employment for a specified period of time.

C. Employee shall provide his services on a full-time basis and devote and apply his skills and experience in the performance of his duties. Employee shall not be engaged in any other employment or consulting position with or without compensation or self-employment of any kind or business venture without prior specific approval of the Corporate Authorities of the Village. For example, if Employee desires to teach or engage in consulting activities, he must obtain prior approval of the Corporate Authorities of the Village. This Section shall not be interpreted to preclude the Employee from speaking or writing on a limited basis or from pursuing endeavors during the Employee's personal time off provided such does not interfere with any required meetings or functions of the Village.

Section 3. Term of Employment.

A. The term of employment (the "Term") shall be the period commencing on May 1, 2025, and continuing through April 30, 2029, or the last day of the term of the Village President, whichever is latest in time (the "Termination Date"), unless terminated sooner as provided for in this Agreement. In addition, this Agreement shall automatically terminate upon the death of the Employee, the expiration of the Term or if Employee severs his employment with the Village, as herein specified.

B. Upon the Termination Date, if the Employee is willing and able to continue to perform his duties under this Agreement, the Village shall pay to the Employee an amount equal to one (1) months' salary and pay the Village's portion of health insurance benefits for a period of one (1) month. Said payment shall not be due and owing to the Employee if the Employee and Village either enter into a new agreement or the Employee continues to perform services for the Village while receiving the same compensation and benefits from the Village in accordance with this Agreement in contemplation of the Parties entering into a new agreement within ninety (90) days of the Termination Date.

Section 4. Salary. Subject to the eligibility for base salary increases under Section 5, Village agrees to pay Employee for services rendered on an annual basis with the annual base salary being the amount of One Hundred and Eighty-Five Thousand Dollars and 00/100 (\$185,000.00) payable in equal installments at the same time as all other employees of the Village are paid. All salary, benefits, reimbursements, and other payments to Employee shall be subject to all applicable payroll and withholding taxes and deductions required by law. Employee agrees that he shall be responsible for paying all of Employee's share of federal, state, and local taxes.

Section 5. Performance Evaluation and Salary Increase.

A. The Corporate Authorities shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Upon completion of said annual review and evaluation, the Corporate Authorities shall determine the Employee's eligibility for an adjustment in his base salary or other benefits. The Employee shall only receive such increase in salary

or benefits after obtaining specific authorization of the Corporate Authorities in advance.

B. The Corporate Authorities and Employee shall also annually define the goals and performance objectives which they determine necessary to properly operate the Village and to implement and effectuate the policy objectives of the Corporate Authorities.

Section 6. Benefits. In addition to the salary outlined above, the Village agrees to provide Employee with the following employment benefits:

A. Health Insurance. The Village agrees to provide Employee, and his dependents if he so elects, with health, dental and vision insurance through the Village's eligible plans. Employee shall be entitled to elect such insurance coverage as he chooses, provided such is on the same terms, conditions, and required Employee contribution levels as all other eligible non-union Village employees.

B. Retirement Plan/IMRF. Employee shall be eligible to participate in the retirement plan offered to all other eligible Village employees through the Illinois Municipal Retirement Fund (the "IMRF").

C. Deferred Compensation. The Village agrees to allow Employee to participate in the Village's deferred compensation plan on the same basis, and under the same terms and conditions as all other eligible non-union Village employees. The amount of such deferred compensation shall be at the discretion of the Employee and shall be contributed in its entirety by the Employee. The Village shall match on a percentile basis such annual amount directly contributed by Employee to his deferred compensation plan but only up to five percent (5%) of the Employee's annual base salary in each year during the Term of this Agreement in accordance with plan requirements.

D. Holidays. Employee shall be entitled to the same Village holidays as all other non-union Village employees.

E. Vacation. Employee shall be entitled to the same annual vacation days to be used in the same manner as other non-union Village employees. Any unused vacation days shall be treated in the same manner provided to all other non-union Village employees.

F. Paid Time Off ("PTO"). Employee shall be entitled to the same PTO time benefit as all other non-union Village employees.

G. Sick Time. Employee shall be entitled to the same sick time as other non-union Village employees. Any unused sick time shall be treated in the same manner as all other non-union Village employees.

H. Life Insurance. Employee shall be entitled to the same life insurance coverage benefit on the same basis, and under the same terms and conditions as all other non-union Village employees.

I. Disability Insurance. Employee shall be entitled to the same disability insurance coverage benefit on the same basis, and under the same terms and conditions as all other non-union Village employees.

J. Equipment Allowance. Employee shall receive a monthly equipment allowance in the amount of Four Hundred and Fifty Dollars (\$450.00).

K. Village Cell Phone. Employee shall receive a cell phone paid for by the Village to be used to conduct Village business.

Section 7. Termination.

A. By Village. Employee may be removed from office without hearing, for any reason, at any time, with or without notice or terminated without hearing, for any reason, at any time, with or without notice by the Village President or the Corporate Authorities, in their sole discretion.

B. By Employee. If Employee desires to sever his employment relationship with the Village, he may do so at any time provided he gives the Village at least sixty (60) days advance written notice.

C. Severance Payment and Separation Agreement.

1. Upon Employee's termination, the Village shall pay to Employee the balance of his unused but accrued vacation and PTO time in accordance with the Village's standard employment policy applicable to all other non-union Village employees.

2. If Employee is terminated for Cause, as that term is herein defined, Employee will not be entitled to any Severance Payment (as defined below) from the Village. The term "Cause" shall mean any one of the following: (i) malfeasance or misfeasance by Employee in connection with his employment, fraud, misappropriation or embezzlement involving property or assets of the Village or any other wrongful act that involves personal gain to the Employee; (ii) Employee's gross negligence in performing any of the duties under this Agreement; (iii) Employee admitting to or being found guilty of any felony, or Employee's being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or Employee admitting to or being convicted of any other misdemeanor (i.e., with a judgment of conviction being entered rather than an order of supervision being entered), but excluding any misdemeanor or petty offense which relates to a traffic violation (other than a misdemeanor DUI while

operating a Village-owned vehicle) or infraction; (iv) Employee's willful breach of any written policy applicable to employees of the Village; or (v) material breach by Employee of any of the terms of this Agreement. The Employee shall have no ability to cure any of the acts enumerated as constituting Cause as herein defined. In the event the Employee is terminated for Cause, the Employee shall not be entitled to receive the Severance Payment provided for in this Agreement.

3. If Employee is terminated without Cause and is willing and able to continue to perform his duties under this Agreement, the Village shall pay Employee a lump sum of two (2) months' salary as of the time of termination and shall continue to pay the Village's portion of health insurance benefits for two (2) months as severance pay provided Employee executes and does not revoke an employee separation and general release of claims agreement (the "Severance Payment"). In consideration for, and as a condition precedent to the payment of the Severance Payment, Employee covenants and agrees to be required to execute an employee separation and general release of claims agreement in a form determined by the Village releasing the Village and its respective parties from any and all causes of action, claims, or demands that Employee may have against the Village and its respective parties, in both their personal and official capacity, and return such executed document to the Village.

4. In the event the Employee severs employment with the Village or upon the death or disability of the Employee, the Village shall not be required to pay the Severance Payment.

Section 8. Disability. If Employee is permanently disabled or is otherwise unable to perform his duties because of a medically diagnosed sickness, accident, injury, or mental incapacity for a period of ninety (90) successive days or more within the first three hundred sixty-five (365) days of the Employee's term of employment, Village shall have the option to terminate this Agreement and the Village and Employee covenant and agrees that the Severance Payment will not be owed to Employee. If the Village does not terminate this Agreement during this period of disability, Employee shall be required to utilize his sick, vacation and paid time off (PTO), until extinguished. The remainder of the ninety (90) day period shall be uncompensated. Upon termination under this Section, Employee shall be compensated for any unused accrued benefits in accordance with the Village's standard employment policy applicable to all other non-union Village employees. After the completion of the three hundred sixty-five (365) day initial term, the provisions of the Family and Medical Leave Act (FMLA) shall apply to any term of disability.

Section 9. General Expenses. The Village recognizes that certain reasonable expenses of a non-personal and generally job-affiliated nature will be incurred by the Employee during his employment, and hereby agrees to reimburse or pay such reasonable

expenses in accordance with Village policies and procedures. The Employee shall provide a monthly report to the Corporate Authorities detailing all expenses incurred and the nature and purpose of such expense.

- Section 10. Professional Development, Dues and Subscriptions. The Village will budget and pay the travel and subsistence expenses of the Employee, pursuant to the Village's travel policy and existing reimbursement procedures, for professional and official travel and meetings to continue the professional development of the Employee and to pursue necessary official and other functions for the Village, and conferences and meetings sponsored by the Illinois Municipal League, and such other national, regional, state, and local governmental groups and committees thereof of which the Employee or the Village is a member and as the Village may designate, but limited to attendance of one national conference and one state conference per calendar year unless otherwise agreed upon by the Corporate Authorities. The Village will budget and pay for the travel and subsistence expenses of the Employee for courses, institutes, and seminars that are necessary for his professional development and for the good of the Village which have been approved by the Corporate Authorities and pursuant to the Village's travel policy and existing reimbursement procedures. The Village will budget and pay reasonable membership dues in connection with Employee's membership in approved professional organizations.
- Section 11. No Reduction of Benefits. The Corporate Authorities shall not, during the Term of this Agreement, reduce the Employee's salary or benefits. The Employee does agree, however, to a reduction of salary or benefits, if necessary, but only if fairly applied to all other non-union Village employees of the Village to maintain the economic and fiscal viability of the Village as a whole or to properly manage and execute any of its programs or benefits.
- Section 12. Indemnification. Village shall defend, hold harmless and indemnify Employee against any liability, claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Manager/Comptroller provided such indemnification shall not extend to or cover any intentionally wrongful or criminal act of the Employee. Village shall have the right to select counsel for the defense and shall have the unilateral right to compromise or settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon provided such claim arose out of the scope of Employee's employment. It is agreed that there is no obligation for the Village to pay for punitive damages assessed against the Employee, or any damages, claim or sum for any act or omission which occurred outside the scope of the Employee's employment.
- Section 13. Bonding. Village shall pay the premium for any fidelity or other bond required of the Employee under any law or ordinance.
- Section 14. Return of Village's Property. All business plans, financial data, reports, memoranda, correspondence, and all other documents, including electronic files

and electronically stored information, pertaining to the current or prospective business of the Village are and shall always remain the property of the Village. The Employee covenants that upon termination of this Agreement, the Employee shall not retain, and shall return to the Village, all the business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the Village unless required by law. Employee further covenants and agrees to immediately deliver to Village all security codes, badges, and keys along with all Village-owned equipment, and any Village-owned automobile, if applicable, and all other materials and records of any kind belonging to or relating to the Village in the possession or control of Employee.

Section 15. Confidentiality. The Village acknowledges that the Employee has had and will have access to confidential information (the "Confidential Information") which is not generally known outside the corporation known as the Village of Schiller Park. Confidential Information shall not include public documents or information which would otherwise constitute Confidential Information, but which has become public other than through a breach of this Agreement or other improper means. During the Term of this Agreement, and for four (4) years following the Employee's employment with the Village, the Employee covenants and warrants that, without the prior written authorization of the Corporate Authorities of the Village, the Employee shall not directly or indirectly use, divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the Village in a fiduciary or legal capacity, but instead shall keep all Confidential Information strictly and absolutely confidential except as otherwise provided herein or as provided by law. Said confidentiality shall be subject to any applicable exception of the state or federal Freedom of Information Act and all other applicable laws and orders of the court.

Section 16. Notices. Notices pursuant to this Agreement shall be given by personal delivery or by United States regular and certified mail, return receipt paid, and deposited in the United States Postal Service, postage prepaid, addressed as follows:

If to Village:
Village President
Village of Schiller Park
9526 Irving Park Road
Schiller Park, Illinois 60176

With copy to:
Village Clerk
Village of Schiller Park
9526 Irving Park Road
Schiller Park, Illinois 60176

If to Employee:

Brett Kryska
Village of Schiller Park
9526 Irving Park
Schiller Park, Illinois 60176
or to
Brett Kryska
Home Address on File with Village

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or two (2) days from the date of deposit of such notice in the United States Postal Service.

Section 17. General Provisions.

A. The Parties agree that this Agreement contains the entire agreement and understanding between the Parties with respect to the employment referred to herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Parties. The Parties agree that this Agreement has been drafted by both Employee and the Village and that no Party shall be deemed the drafter of this Agreement. The Employee agrees that he has had the opportunity to review this Agreement and has consulted with any legal or financial advisor Employee deemed necessary or desirable.

B. Failure of either Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other subsequent breach, nor a waiver by any Party of its or his rights at any time to require exact and strict compliance with all the terms of this Agreement. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

C. The Parties agree if any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

D. The Parties agree that, for the purpose of any litigation or proceeding amongst the Parties that venue shall be proper in the Circuit Court of the County of Cook, Illinois. The Parties agree to voluntarily submit to the jurisdiction of the courts for any such proceeding. The Parties agree to waive any right to a trial by

jury and further agree to be solely responsible for their own attorney fees and court cost in any legal proceeding between the Parties.

E. The Parties agree that this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs or legal representatives, successors, and assigns.


F. The representations, warranties, covenants, and conditions herein contained shall survive the Term or early termination of this Agreement and remain in full force and effect.


(Intentionally Left Blank)

IN WITNESS WHEREOF, the Village has caused this Agreement to be signed and executed on its behalf by its Village President, and duly attested by its Village Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

VILLAGE OF SCHILLER PARK

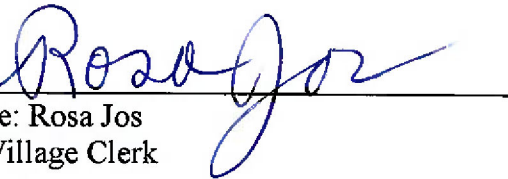
BRETT KRYSKA

By: 
Name: Chad Meyers
Its: Village President

By: 
Name: Brett Krysko

yay!!

ATTEST:

By: 
Name: Rosa Jos
Its: Village Clerk