


**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**

DISTRICT # \_\_\_\_\_

Resolution or Ordinance (Blue) \_\_\_\_\_  
Waiver of First Requested \_\_\_\_\_  
Recommendations of Boards, Commissions & Committees (Green) \_\_\_\_\_  
Other Business (Pink)  \_\_\_\_\_

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM : David A. Huliseberg, Village Manager 

DATE : June 15, 2010 B of T June 17, 2010

SUBJECT: Severance Agreement – Ed Seagraves

SUBMITTED BY: David A. Huliseberg, Village Manager

**BACKGROUND/POLICY IMPLICATIONS:**

Request for concurrence of the Village Board in the approval of a Severance Agreement with Ed Seagraves.

Fiscal Impact/Funding Source:

Review (as necessary):  
Finance Director \_\_\_\_\_  
Village Manager \_\_\_\_\_  
Date 6/5/10

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda distribution.**





MEMO TO : The Village President and Board of Trustees

FROM : David A. Huliseberg  
Village Manager

DATE : June 15, 2010

SUBJECT : Voluntary Separation Agreement

Please find attached a Voluntary Separation Agreement and Release as signed by Ed Seagraves. Due to the contribution of Chief Seagraves over the past 25 years, I have consulted with legal counsel and an Agreement has been formulated providing Ed with an additional three-month severance benefit and health insurance benefits.

I request your favorable consideration of this Agreement. Should you have any additional questions, please feel free to contact me.

/cb

Attachment

gesagreementmemo



**VOLUNTARY SEPARATION AGREEMENT AND RELEASE**

This Voluntary Separation Agreement and Release (the "Agreement") is made and entered into by and between George E. Seagraves on behalf of himself, his spouse, family, agents, representatives, attorneys, assigns, beneficiaries, heirs, executors and administrators (hereinafter collectively referred to as "Mr. Seagraves"), and the Village of Lombard, on behalf of itself, its related entities, predecessors, successors, assigns, officers, directors, attorneys, employees and agents (hereinafter collectively referred to as the "Village").

1. **Voluntary Separation.** Mr. Seagraves acknowledges that his last day of employment with the Village will be July 30, 2010 (the "Separation Date"). The parties agree that Mr. Seagraves' separation from employment with the Village is voluntary. Up through and including July 30, 2010, Mr. Seagraves will assist with any transition activities that the Village deems necessary.

2. **Separation Benefits.** If Mr. Seagraves signs this Separation and Release Agreement ("Agreement"), and does not revoke it within the time period outlined in paragraph 6(f) below, he will receive the following:

- The Village will pay Mr. Seagraves the gross amount of THIRTY ONE THOUSAND FIVE HUNDRED AND SEVENTY-THREE DOLLARS AND THIRTY CENTS (\$31,573.30), less all applicable tax withholdings required by law, to be paid in a lump sum check made payable to "George E. Seagraves." This payment will be made within fourteen (14) calendar days of Mr. Seagraves' Separation Date.
- In addition, Mr. Seagraves will have the right to continue his group health insurance coverage as outlined under applicable federal or state law. The health insurance election forms will be provided to Mr. Seagraves by the Village. If Mr. Seagraves elects to continue the group health coverage that he had on the date of his separation, the Village will pay for such coverage for up to three (3) months, beginning on August 1, 2010.

The above-described benefits will be subject to any applicable withholdings as required by law and/or will be reported at the appropriate time and in the appropriate amount on Mr. Seagraves' Form W-2 to the extent the Village reasonably determines that such withholding or reporting is necessary and appropriate.

3. **Payout of Vacation, Sick Leave and Retirement Benefits.** The Village will also pay Mr. Seagraves the vacation, sick leave and retirement benefits summarized in Chapter 9(A) of the Village's Human Resources Manual. This payment will be included in Mr. Seagraves' last regular payroll check issued after his Separation Date.

4. **General Release.** In consideration of the promises made by the Village as specified in this Agreement, Mr. Seagraves hereby releases the Village with respect to any and all claims of any type that Mr. Seagraves may have on the day he signs this Agreement, whether known or unknown, arising out of any aspect of his employment by the Village or arising out of any aspect of his voluntary separation as witnessed by his signature on this Agreement, up to and

including the date that he signs this Agreement. This release includes, but is not limited to, each and all of the following:

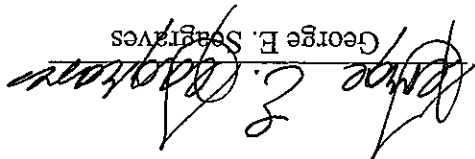
- (a) any and all claims of any kind premised upon violations of the Village's personnel policies, employee handbooks or job descriptions, collective bargaining agreements or any actual or implied agreement, contract, promise, written or oral statement of any kind whatsoever between Mr. Seagraves and the Village, or the alleged breach thereof;
  - (b) any and all claims of entitlement to any pay or benefits, including, but not limited to, insurance and any wages, salary, bonuses, commissions, sick leave, travel allowance, expense reimbursements, holiday and vacation pay;
  - (c) any and all claims for wrongful termination of employment, violation of public policy, defamation, emotional distress, intentional interference with contract, invasion of privacy, loss of consortium, negligence, retaliatory discharge, detrimental reliance, promissory estoppel, other common law matters or any act of omission;
  - (d) any and all claims of discrimination on the basis of race, color, sex, sexual harassment, national origin, ancestry, veteran status, disability, religion, marital status, familial status, parental status, sexual orientation, concerted activity, or any other legally-protected group status;
  - (e) any and all claims arising under, or based on any conduct that violates the following, as amended: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; 42 U.S.C. §§ 1981, 1983, 1985, 1986 and 1988; the Equal Pay Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Rehabilitation Act of 1973; the Family and Medical Leave Act; the Occupational Safety and Health Act of 1970; the Illinois Human Rights Act; the Illinois Public Labor Relations Act; the Illinois Wage Payment and Collection Act; the Constitutions of the United States and the State of Illinois; and/or any other violations of any local, state or federal laws, regulations, ordinances, executive orders or common law; and
  - (f) any and all claims of any kind for attorneys' fees or costs in connection with his employment or separation from employment. Mr. Seagraves expressly understands and agrees that he is solely responsible for any and all attorneys' fees and costs arising from the aforementioned.
5. **Exclusions from General Release.** Excluded from the General Release above are any claims that cannot be waived by law, including Mr. Seagraves' right to file a charge with an administrative agency, such as the Equal Employment Opportunity Commission ("EEOC"), or participate in any agency investigation. Mr. Seagraves is waiving, however, his right to any monetary recovery should the EEOC or any other agency pursue any claims on his behalf if he files a charge or participates in an investigation.

6. **Additional Employee Acknowledgments.** In further consideration of the promises made by the Village in this Agreement, Mr. Seagraves is specifically waiving and releasing the Village from all claims or rights that he might have as of the date he signs this Agreement arising under the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* Mr. Seagraves further agrees that:

- (a) his waiver of rights under this Agreement is knowing and voluntary and in compliance with the Older Workers Benefit Protection Act of 1990;
  - (b) he understands the terms of this Agreement;
  - (c) the consideration provided in this Agreement represents consideration over and above that to which Mr. Seagraves otherwise would be entitled, that the consideration would not have been provided had Mr. Seagraves not signed this Agreement, and that the consideration is in exchange for the signing of this Agreement;
  - (d) the Village is hereby advising Mr. Seagraves to consult with an attorney prior to executing this Agreement;
  - (e) the Village is giving Mr. Seagraves a period of twenty-one (21) days within which to consider this Agreement;
  - (f) After Mr. Seagraves signs this Agreement, he will have seven (7) days to revoke it if he changes his mind. If Mr. Seagraves wants to revoke the Agreement, he should deliver a written revocation to David A. Hulseberg, 255 E. Wilson Avenue, Lombard, Illinois 60148-3969, within seven (7) days after he signed the Agreement. Alternatively, Mr. Seagraves may transmit his written revocation by facsimile to Mr. Hulseberg at (630) 620-8222 within seven (7) days after he signed the Agreement; and
  - (g) this entire Agreement shall be void and of no force and effect if Mr. Seagraves chooses to so revoke, and if he chooses not to revoke, this Agreement shall then become effective and enforceable assuming all other parties have already executed it.
7. **Return Of Village Property.** On or before Mr. Seagraves' Separation Date, he will return to the Village all Village property in his possession or control, including but not limited to credit/calling cards, cell phone, laptop computer, information technology equipment, pager, pda/Blackberry, mobile phone, parking tag, documents and records.
8. **No Future Employment.** Mr. Seagraves promises not to seek or accept reemployment with the Village in any position or capacity.
9. **Severability.** If any part of this Agreement is found to be invalid, the rest of the Agreement will remain in full force and effect.

Dated June 10, 2010

\_\_\_\_\_ Dated:

  
George E. Seagraves

By: Village of Lombard, by David A. Hulseberg

Release on the dates set forth below.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement and

MR. SEAGRAVES ALSO AGREES THAT HE IS ENTERING INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE; THAT HE HAS NOT BEEN COERCED, THREATENED, OR INTIMIDATED INTO SIGNING THIS AGREEMENT; HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY; AND THAT HE HAS BEEN GIVEN TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT.

12. **Choice of Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois.

11. **Entire Agreement/Non-Admissions.** This Agreement resolves all matters between the Village and Mr. Seagraves arising out of any aspect of employment by the Village, or arising out of his voluntary separation as witnessed by his signature on this Agreement, and supersedes any other written or oral agreement between them. The Village expressly denies any wrongdoing in connection with Mr. Seagraves' employment and subsequent separation, including any violation of any local, state or federal laws, constitutions, regulations, executive orders, ordinances, or employment contracts or labor agreements.

10. **Modification of Agreement.** This Agreement may only be modified by the mutual consent of both parties and such modifications must be in writing and signed by both parties.



**VOLUNTARY SEPARATION AGREEMENT AND RELEASE**

This Voluntary Separation Agreement and Release (the "Agreement") is made and entered into by and between George E. Seagraves on behalf of himself, his spouse, family, agents, representatives, attorneys, assigns, beneficiaries, heirs, executors and administrators (hereinafter collectively referred to as "Mr. Seagraves"), and the Village of Lombard, on behalf of itself, its related entities, predecessors, successors, assigns, trustees, officers, directors, attorneys, employees and agents (hereinafter collectively referred to as the "Village").

1. **Voluntary Separation.** Mr. Seagraves acknowledges that his last day of employment with the Village will be July 30, 2010 (the "Separation Date"). The parties agree that Mr. Seagraves' separation from employment with the Village is voluntary. Up through and including July 30, 2010, Mr. Seagraves will assist with any transition activities that the Village deems necessary.

2. **Separation Benefits.** If Mr. Seagraves signs this Separation and Release Agreement ("Agreement"), and does not revoke it within the time period outlined in paragraph 6(f) below, he will receive the following:

- The Village will pay Mr. Seagraves the gross amount of THIRTY ONE THOUSAND FIVE HUNDRED AND SEVENTY-THREE DOLLARS AND THIRTY CENTS (\$31,573.30), less all applicable tax withholdings required by law, to be paid in a lump sum check made payable to "George E. Seagraves." This payment will be made within fourteen (14) calendar days of Mr. Seagraves' Separation Date.
- In addition, Mr. Seagraves will have the right to continue his group health insurance coverage as outlined under applicable federal or state law. The health insurance election forms will be provided to Mr. Seagraves by the Village. If Mr. Seagraves elects to continue the group health coverage that he had on the date of his separation, the Village will pay for such coverage for up to three (3) months, beginning on August 1, 2010.

The above-described benefits will be subject to any applicable withholdings as required by law and/or will be reported at the appropriate time and in the appropriate amount on Mr. Seagraves' Form W-2 to the extent the Village reasonably determines that such withholding or reporting is necessary and appropriate.

3. **Payout of Vacation, Sick Leave and Retirement Benefits.** The Village will also pay Mr. Seagraves the vacation, sick leave and retirement benefits summarized in Chapter 9(A) of the Village's Human Resources Manual. This payment will be included in Mr. Seagraves' last regular payroll check issued after his Separation Date.

4. **General Release.** In consideration of the promises made by the Village as specified in this Agreement, Mr. Seagraves hereby releases the Village with respect to any and all claims of any type that Mr. Seagraves may have on the day he signs this Agreement, whether known or unknown, arising out of any aspect of his employment by the Village or arising out of any aspect of his voluntary separation as witnessed by his signature on this Agreement, up to and

including the date that he signs this Agreement. This release includes, but is not limited to, each and all of the following:

(a) any and all claims of any kind premised upon violations of the Village's personnel policies, employee handbooks or job descriptions, collective bargaining agreements or any actual or implied agreement, contract, promise, written or oral statement of any kind whatsoever between Mr. Seagraves and the Village, or the alleged breach thereof;

(b) any and all claims of entitlement to any pay or benefits, including, but not limited to, insurance and any wages, salary, bonuses, commissions, sick leave, travel allowance, expense reimbursements, holiday and vacation pay;

(c) any and all claims for wrongful termination of employment, violation of public policy, defamation, emotional distress, intentional interference with contract, invasion of privacy, loss of consortium, negligence, retaliatory discharge, detrimental reliance, promissory estoppel, other common law matters or any act of omission;

(d) any and all claims of discrimination on the basis of race, color, sex, sexual harassment, national origin, ancestry, veteran status, disability, religion, marital status, familial status, parental status, sexual orientation, concerted activity, or any other legally-protected group status;

(e) any and all claims arising under, or based on any conduct that violates the following, as amended: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; 42 U.S.C. §§ 1981, 1983, 1985, 1986 and 1988; the Equal Pay Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Rehabilitation Act of 1973; the Family and Medical Leave Act; the Occupational Safety and Health Act of 1970; the Illinois Human Rights Act; the Illinois Public Labor Relations Act; the Illinois Wage Payment and Collection Act; the Constitutions of the United States and the State of Illinois; and/or any other violations of any local, state or federal laws, regulations, ordinances, executive orders or common law; and

(f) any and all claims of any kind for attorneys' fees or costs in connection with his employment or separation from employment. Mr. Seagraves expressly understands and agrees that he is solely responsible for any and all attorneys' fees and costs arising from the aforementioned.

5. Exclusions from General Release. Excluded from the General Release above are any claims that cannot be waived by law, including Mr. Seagraves' right to file a charge with an administrative agency, such as the Equal Employment Opportunity Commission ("EEOC"), or participate in any agency investigation. Mr. Seagraves is waiving, however, his right to any monetary recovery should the EEOC or any other agency pursue any claims on his behalf if he files a charge or participates in an investigation.

10. Modification of Agreement. This Agreement may only be modified by the mutual consent of both parties and such modifications must be in writing and signed by both parties.

11. Entire Agreement/Non-Admissions. This Agreement resolves all matters between the Village and Mr. Seagraves arising out of any aspect of Mr. Seagraves' employment by the Village, or arising out of any aspect of his voluntary separation as witnessed by his signature on this Agreement, and supersedes any other written or oral agreement between them. The Village expressly denies any wrongdoing in connection with Mr. Seagraves' employment and subsequent separation, including any violation of any local, state or federal laws, constitutions, regulations, ordinances, executive orders, common law or employment contracts or labor agreements.

12. Choice of Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois.

MR. SEAGRAVES ALSO AGREES THAT HE IS ENTERING INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE; THAT HE HAS NOT BEEN COERCED, THREATENED, OR INTIMIDATED INTO SIGNING THIS AGREEMENT; HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY; AND THAT HE HAS BEEN GIVEN TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement and Release on the dates set forth below.

George H. Seagraves  
\_\_\_\_\_  
Dated: \_\_\_\_\_  
By: Village of Lombard, by David A. Hulseberg  
\_\_\_\_\_  
Dated: \_\_\_\_\_