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

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

**TO :** PRESIDENT AND BOARD OF TRUSTEES  
**FROM:** William T. Lichter, Village Manager  
**DATE :** September 28, 2005 **B of T** October 6, 2005  
**SUBJECT:** Sixth Amendment to Village Manager's Agreement  
**SUBMITTED BY:** William T. Lichter, Village Manager

**BACKGROUND/POLICY IMPLICATIONS:**

Motion to approve the Sixth Amendment to the Village Manager's Agreement. Provisions are included in the attached memorandum.

**Fiscal Impact/Funding Source:**

Review (as necessary):  
Finance Director \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager W. T. Lichter Date 9/28/05

**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.

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WRITER'S DIRECT DIAL

WRITER'S E-MAIL

**MEMORANDUM****VIA FACSIMILE (630) 620-8222 AND U.S. MAIL**

**TO:** President and Board of Trustees

**FROM:** Tom Bayer, Village Attorney

**DATE:** September 28, 2005

**RE:** Sixth Amendment to Village Manager's Agreement

Per your direction, enclosed please find two (2) copies of a Sixth Amendment to the Village Manager's Agreement. Once approved by the Village Board, both copies should be executed by all parties so that both the Village and Bill Lichter retain a fully executed original signature copies of the amendment.

If there are any questions, please feel free to call.

TPB/cag

Enclosures

cc: William T. Lichter, Village Manager

**SIXTH AMENDMENT TO VILLAGE MANAGER AGREEMENT**

This Sixth Amendment to the Agreement dated July 23, 1998 (the "Original Agreement"), as amended by the First Amendment to the Original Agreement dated February 4, 1999 (the "First Amendment"), the Second Amendment to the Original Agreement dated February 3, 2000 (the "Second Amendment"), the Third Amendment to the Original Agreement dated January 3, 2002 (the "Third Amendment"), the Fourth Amendment to the Original Agreement dated January 4, 2002 (the "Fourth Amendment") and the Fifth Amendment to the Original Agreement dated February 4, 2004 (the "Fifth Amendment"), (the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment being collectively referred to as the "Amended Agreement"), being made by and between the Village of Lombard, an Illinois municipal corporation through the approved directions of the Corporate Authorities of the Village, and William T. Lichter of Lombard, Illinois; in and for the consideration of the Village retaining the professional services of William T. Lichter to act as Village Manager of said Village, and William T. Lichter agreeing herein to provide such services, the parties hereto agree as follows:

1. The Section of the Amended Agreement entitled, "TERM OF AGREEMENT," is hereby amended to read in its entirety as follows:

"This Agreement shall be in full force and effect from June 1, 2005 through May 3, 2007, provided, however, that if there is no formal action by the Corporate Authorities of the Village to terminate this Agreement on or before May 3, 2007, this Agreement shall automatically be extended on May 3, 2007 for an additional period of time through and including December 31, 2007."

2. The first paragraph of the Section of the Amended Agreement entitled, "REMUNERATION," is hereby amended to read in its entirety as follows:

"The Village shall employ William T. Lichter as Village Manager at an annual salary of \$139,339.00, payable in accordance with established Village payroll procedures, commencing June 1, 2005 through and including May 31, 2006. Effective June 1,

2006, said annual salary then in effect shall be increased by the greater of (a) the average of the annual percent change by month in the Chicago Area Consumer Price Index for all urban consumers (CPI-U) as calculated and published by the federal government for the period beginning April 2005 and ending March 2006 (total of all the annual percent changes by month during said period divided by twelve), rounded to the next highest dollar amount as appropriate for purposes of resulting in an even dollar amount for payroll purposes, or (b) such increase as determined by the Corporate Authorities. In the event the terms of this Agreement are, by operation of the provisions set forth in the Section entitled "TERM OF AGREEMENT," extended beyond June 1, 2007, effective June 1, 2007, said annual salary then in effect shall be increased by the greater of (x) the average of the annual percent change by month in the Chicago Area Consumer Price Index for all urban consumers (CPI-U) as calculated and published by the federal government for the period beginning April 2006 and ending March 2007 (total of all the annual percent changes by month during said period divided by twelve), rounded to the next highest dollar amount as appropriate for purposes of resulting in an even dollar amount for payroll purposes, or (y) such increase as determined by the Corporate Authorities."

3. The second sentence of the second paragraph of the Section of the Amended Agreement entitled, "REMUNERATION," is hereby amended to read in its entirety as follows:

"Said periodic evaluations shall be performed, at a minimum, in May 2006 and November 2006."

4. That the following language shall be inserted in the Amended Agreement, between the Sections entitled, "REMUNERATION" and "EMPLOYEE BENEFITS AND PERSONNEL POLICIES":

#### "DEFERRED COMPENSATION

In addition to the salary remuneration as contained in this Agreement, effective June 1, 2005, the Village shall contribute an amount equal to five percent (5%) of said amount into an approved deferred compensation plan for the benefit of William T. Lichter and/or his estate. The Village shall further allow William T. Lichter to defer, at his direction, a portion of the heretofore agreed upon salary remuneration, to the extent allowed by law, into an approved deferred compensation plan."

5. That all other provisions of the Amended Agreement shall remain in full force and effect as if set forth herein.

Executed this 6th day of October, 2005.

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William T. Lichter  
Village Manager

VILLAGE OF LOMBARD

By:

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William J. Mueller  
Village President

Attest:

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Brigitte O'Brien  
Village Clerk