

**SECOND AMENDMENT TO
VILLAGE MANAGER AGREEMENT**

This Second Amendment to the Village Manager Agreement dated June 18, 2009 (the "Original Agreement), as amended by the First Amendment to Village Manager Agreement dated October 21, 2010 (the "First Amendment"), (the Original Agreement as amended by the First Amendment is referred to herein as the "Amended Agreement"), is being made by and between the Village of Lombard, an Illinois municipal corporation (the "Village"), through its Corporate Authorities, and David A. Hulseberg ("Hulseberg"). In and for the consideration of the Village retaining the professional services of Hulseberg to act as Village Manager of said Village, and Hulseberg agreeing herein to provide such services, the Village and Hulseberg agree as follows:

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

"TERM OF AGREEMENT

This Agreement shall, subject to the provisions set forth in the section below, entitled "AGREEMENT EXTENSION TERMS AND CONDITIONS," be in full force and effect from August 15, 2013 through March 14, 2014 (hereinafter the "Original Term").

2. That the section of the Amended Agreement entitled, "EXTENDING THE TERM – RETENTION WINDOW," is hereby amended to read in its entirety as follows:

"AGREEMENT EXTENSION TERMS AND CONDITIONS

Effective with the execution of the Second Amendment to Village Manager Agreement:

- A. Hulseberg shall receive an additional two (2) weeks of vacation, as a bonus.
- B. From August 15, 2013 through September 4, 2013, Hulseberg will work full time as Village Manager for the Village, with those benefits as set forth below in the section of this Agreement entitled,

"EMPLOYEE BENEFITS AND PERSONNEL POLICIES" (the "Contract Extension Period").

- C. From September 5, 2013 through March 14, 2014, Hulseberg will remain on the Village payroll, at his current salary, but as a Village Management Consultant, providing such consulting services relating to the management of the Village as requested by the elected officials and/or the manager of the Village, with only full employee insurance benefits (health, dental and life), and no other employee benefits as referenced in the section of this Agreement entitled, "EMPLOYEE BENEFITS AND PERSONNEL POLICIES," and will not be required to be at the Village Hall on a daily basis (the "Consultant Period").
- D. In addition to the salary and insurance benefits referenced in subsection C. above, between September 5, 2013 and March 14, 2014, Hulseberg will receive compensation for his accumulated but unused vacation days as of September 4, 2013 ("Unused Vacation"), as well as compensation in an amount equal to six (6) months of salary, as severance benefits ("Severance Benefits"), with payment to Hulseberg in relation thereto being made as directed by Hulseberg.
- E. On March 14, 2014, the amount of the remainder of any Unused Vacation and Severance Benefits, not previously paid to Hulseberg, will be paid to Hulseberg in a lump sum payment.
- F. All standard employee benefits, as provided for under the Village's Personnel Manual, that Hulseberg has earned, or will earn during the Contract Extension Period, will be available to Hulseberg.
- G. Notwithstanding subsection F. above, Hulseberg will not receive "retirement pay," as provided for in Chapter 9 of the Village's Personnel Manual, in the event that he is receiving the Severance Benefits.
- H. Other than as noted in subsection C. above, no employee benefits, as provided for under the Village's Personnel Manual, will accrue for Hulseberg or be applicable to Hulseberg during the Consultant Period.
- I. Hulseberg shall be allowed to live outside of the Village during the entire Contract Extension Period and Consultant Period.
- J. As of March 15, 2014, Hulseberg will be provided with standard employee insurance benefits (primarily identified as health, dental

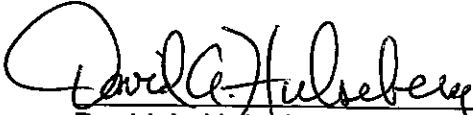
and life insurance), as Hulseberg is currently enrolled in, at the Village's cost, (although Hulseberg will have to exercise his COBRA rights), for a period of twenty-six (26) weeks, plus the number of days of Unused Vacation that Hulseberg has as of September 4, 2013. For example, if Hulseberg has six (6) weeks of Unused Vacation, as of September 4, 2013, the insurance benefits will cover a thirty-two (32) week period. It should be noted that this "insurance benefits period" will begin on April 1, 2014, in the event that, under the Village insurance policies, insurance benefits extend for a full month, even if separation from employment occurs mid-month. The provisions of this subsection J. shall survive the end of the original Term of the Agreement on March 14, 2014.

- K. During the Contract Extension Period, the "RESIGNATION AND SEVERANCE UPON TERMINATION – FAILURE TO RETAIN" and "RESIGNATION" provisions of this Agreement (the "Termination Provisions") shall remain in full force and effect. As such, if Hulseberg were to resign prior to September 4, 2013, or was terminated by the Corporate Authorities of the Village for "just cause" prior to September 4, 2013, Hulseberg will not be entitled to the six (6) months severance and continued insurance benefits under the Termination Provisions, nor will he be entitled to receive the Severance Benefits or continued insurance benefits as set forth in subsections D. and J. above. However, if Hulseberg is terminated by the Village Board prior to September 4, 2013, other than for "just cause," the severance and continued insurance benefits under the Termination Provisions will apply, in lieu of the Severance Benefits and continued insurance benefits as set forth in subsections D. and J. above, as of the termination date, subject to Hulseberg's use of his accumulated but unused vacation days, as of the date of the termination, to further extend the time period that he will remain on the payroll.
- L. If Hulseberg accepts other employment after September 4, 2013, that provides health, life and/or dental insurance benefits to Hulseberg, the Village's obligation to pay for Hulseberg's health, life and/or dental insurance, pursuant to subsections C. or J. above, will cease as of the date the other employer-provided health, life and/or dental insurance becomes effective.

Notwithstanding any other provisions of this Agreement, the terms and conditions set forth in this section shall control from August 15, 2013 through and including March 14, 2014. To the extent of any conflict between the other terms of this Agreement and this section, the terms set forth in this section shall control."


3. That all other provisions of the Amended Agreement, not amended hereby, shall remain in full force and effect as if set forth herein.

Executed this 15th day of August, 2013.




David A. Hulseberg, Village Manager

VILLAGE OF LOMBARD

By: 

Keith Giagnorio, Village President

ATTEST:



Sharon Kuderna, Village Clerk