

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

DISTRICT

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

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE : May 13, 2008 B of T May 15, 2008

SUBJECT: Village Manager Agreement

SUBMITTED BY: President William Mueller and Village Board of Trustees

BACKGROUND/POLICY IMPLICATIONS:

Please see attached memorandum

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director _____
Village Manager _____
Date 5/13/08

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.

encl.
cc: William J. Mueller, Village President (w/ encl.; via e-mail only)
David A. Hulseberg, Assistant Village Manager (w/ encl.; via e-mail only)

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

Based upon the foregoing, the approval of the Agreement should be added to the May 15, 2008 Village Board meeting agenda, when the late agenda is distributed on Tuesday, May 13, 2008.
Per my discussion with President Mueller, attached please find the above-captioned Agreement, which President Mueller has indicated is in a format acceptable to the Village Board. Per President Mueller's request, I forwarded the Agreement to Dave Hulseberg, who has also indicated that the Agreement is acceptable.

Re: Village Manager's Agreement for Dave Hulseberg

Date: May 9, 2008

From: Tom Bayer, Village Attorney
Via e-mail only

To: William T. Lichter, Village Manager, Village of Lombard

MEMORANDUM



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5853
T 708 349 3888 F 708 349 1506
www.ktjlaw.com

In the case of B above, if said offer is not accepted by Hulseberg within fourteen (14) days after receipt of same by him, this Agreement shall terminate, and the severance provisions set forth below shall apply effective at the end of said fourteen (14) day period. In the case of C above, Hulseberg shall have the option to terminate this Agreement at any time after the passage of said sixty (60) days, upon giving notice in accordance with the notice requirements in the Section entitled "Resignation"; however, unlike a resignation, the severance provisions set forth below shall apply to said termination under this Section.

- A. a written notice of termination is tendered to Hulseberg; or
- B. fourteen (14) days from the date a written offer is tendered to Hulseberg to retain his services as Village Manager; or
- C. the passage of sixty (60) days from the end of the Original Term hereof and the tendering of a termination notice by Hulseberg to the Village.

In the event the Village does not notify Hulseberg, prior to the end of the Original Term hereof, of the Village's intention not to retain his services after the end of the Original Term hereof, all provisions of this Agreement shall continue in full force and effect after the end of the Original Term hereof, and the term hereof shall be extended, until such time as one of the following events occurs (hereinafter the "Extended Term"):

EXTENDING THE TERM - RETENTION WINDOW

This Agreement shall be in full force and effect from June 1, 2008 through May 21, 2009 (hereinafter the "Original Term").

TERM OF AGREEMENT

Hulseberg agrees to carry out, to the best of his abilities, all duties and responsibilities imposed by federal, state and local laws, as well as any other lawful duties as directed by the Corporate Authorities, in his capacity as the Village Manager for the Village.

PROFESSIONAL SERVICES

This Village Manager Agreement (hereinafter the "Agreement") is being made by and between the Village of Lombard, an Illinois municipal corporation (hereinafter the "Village"), and David A. Hulseberg of Lombard, Illinois (hereinafter "Hulseberg"). In consideration of the Village retaining the professional services of Hulseberg to act as Village Manager for the Village, and Hulseberg agreeing herein to provide such services, Hulseberg and the Village hereby agree as follows:

VILLAGE MANAGER AGREEMENT

Evaluation reviews by the Corporate Authorities are anticipated to be held no less than semi-annually (in May and November) regarding the performance of Hulseberg. Evaluations may include, but not be limited to, discussions with the Corporate Authorities, collectively or individually, regarding the overall management of the Village. The instrument for such evaluations may be obtained from Hulseberg and may follow the format as established for all other Village employees, or may be in a form preferred by the Corporate Authorities. Such evaluations of Hulseberg, as conducted by the

EVALUATION PROCEDURES

The Village agrees to supply an automobile, insurance, maintenance and all operating costs of said automobile for both Village and personal purposes of Hulseberg and his spouse. Title to said automobile shall remain in the name of the Village. Notwithstanding anything to the contrary in the Village Personnel Manual, or established policies and procedures in relation thereto, Hulseberg may opt to defer any portion of his annual salary as may be allowed under applicable federal and state law.

Subject to authorization by the Corporation Authorities, Hulseberg shall be allowed to attend professional conferences and other forums pertaining to the enhancement and enrichment of his professional services as the Village Manager. Additionally, Hulseberg shall attend local community group functions and maintain membership in local organizations, as approved by the Corporate Authorities, to promote and improve public relations between the Village and the community at large. The Village shall pay the costs associated with any such conferences, forums, functions and/or memberships. Hulseberg shall submit receipts for his expenses and receive monetary reimbursements in accordance with established Village guidelines applicable to employees of the Village.

Hulseberg shall be afforded any and all normal and typical benefits as given and available to all other Village employees pursuant to the Village Personnel Manual.

EMPLOYEE BENEFITS AND PERSONNEL POLICIES

The Village shall employ Hulseberg as Village Manager at an annual salary of \$155,000.00, payable in accordance with established Village payroll procedures, commencing June 1, 2008. In addition to said salary, Hulseberg may be entitled to a monetary performance incentive bonus as shall be periodically determined and approved by the Corporate Authorities based upon the Corporate Authorities' evaluation of Hulseberg. Said monetary performance incentive bonuses, if any, shall be calculated based on the salary being paid to Hulseberg during the period to which the evaluation relates. No single monetary performance incentive bonus shall exceed eight percent (8%) of the applicable annual salary.

REMUNERATION

Corporate Authorities, shall be presented in a written form, collectively or individually, to Hulseberg.

Upon completion of the annual Department Head evaluations by Hulseberg, Hulseberg shall provide, to each member of the Corporate Authorities, a written summary of said evaluations, with said summary to include the evaluation rating given to each department head.

RESIGNATION

In the event Hulseberg wishes to terminate his services as provided for by this Agreement during the Original Term of this Agreement, a written notice of resignation shall be submitted to the Corporate Authorities no less than thirty (30) days prior to the effective date of said resignation. Hulseberg therein shall agree to waive usage of any accrued vacation and personal time, the intent herein being to maintain a level of continuity and reference for approximately one (1) month while the Village secures replacement services for the position of Village Manager. Hulseberg, upon the effective date of said resignation, shall be eligible only for those benefits as contained in, and previously accrued pursuant to, the Village Personnel Manual. Upon such a termination, Hulseberg shall not be eligible for the benefits contained herein in the Section entitled "Severance Upon Termination - Failure to Retain."

SEVERANCE UPON TERMINATION - FAILURE TO RETAIN

At any time during the Original Term or Extended Term of this Agreement, in the event that a majority of the Corporate Authorities (4 votes) no longer wishes to retain the services of Hulseberg, the Village shall be required to provide written notification of said action to Hulseberg within two (2) working days of the Corporate Authorities' taking said action. Within thirty-one (31) days after said notice, the Village shall pay to Hulseberg a lump sum amount equal to twenty-six (26) weeks of salary, based on the then-current annual salary, and any other accrued remunerations then due and owing to Hulseberg under the provisions of the Village Personnel Manual. At Hulseberg's option, said salary amount due may be paid over a twenty-six (26) week period, rather than in a lump sum, in accordance with the Village's established payroll procedures. In addition to the twenty-six (26) week salary payment, the Village shall provide Hulseberg, for a period not to exceed twenty-six (26) weeks, with the standard employee benefits, (primarily identified as health, dental and life insurance), as Hulseberg shall then be enrolled in pursuant to the Village Personnel Manual.

In the event termination occurs for reasons of just cause, defined as nonfeasance in official duties and/or a felony conviction, the severance benefits, as set forth above, shall not apply. A determination of just cause shall only be reached after an evidentiary hearing in executive session at which written charges shall be introduced and a right to respond shall be given. A majority vote of the Corporate Authorities (4 votes) shall be required for a finding of just cause.

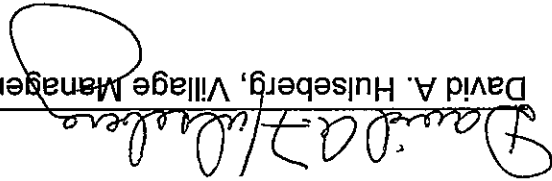
Brigitte O'Brien, Village Clerk

ATTESTED:

William J. Mueller, Village President

FOR THE VILLAGE OF LOMBARD

David A. Huliseberg, Village Manager



EXECUTED this _____ day of _____, 2008.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the other provisions of this Agreement, which can be given effect without application of the invalid provision, to the extent that the provisions of this Agreement are declared to be severable.

SEVERABILITY