

**RESOLUTION
R 20-21**

**A RESOLUTION APPROVING
A FOURTH AMENDMENT TO
VILLAGE MANAGER EMPLOYMENT AGREEMENT**

BE IT RESOLVED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, that the President and Board of Trustees hereby approve the "Fourth Amendment to Village Manager Employment Agreement" attached hereto as Exhibit 1 and made part hereof (the "Fourth Amendment").

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized and directed to execute the Fourth Amendment attached hereto as Exhibit 1, on behalf of the Village, as well execute any and all additional documents necessary to carry out the terms and provisions of said Fourth Amendment.

ADOPTED this 20th day of May, 2021, pursuant to a roll call vote as follows:

AYES: Trustee LaVaque, Puccio, Dudek, Honig and Bachner

NAYS: None

ABSENT: Trustee Militello

APPROVED by me this 20th day of May, 2021.


Keith Giagnorio, Village President

ATTEST:

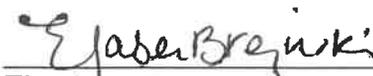

Elizabeth Brezinski, Village Clerk

Exhibit 1

**FOURTH AMENDMENT TO
VILLAGE MANAGER EMPLOYMENT AGREEMENT**

(attached)

**FOURTH AMENDMENT TO
VILLAGE MANAGER EMPLOYMENT AGREEMENT**

This Fourth Amendment to Village Manager Employment Agreement (hereinafter referred to as the "Fourth Amendment"), being an amendment to the Village Manager Employment Agreement dated December 5, 2013, as amended by the First Amendment to Village Manager Employment Agreement dated July 16, 2015, the Second Amendment to Village Manager Employment Agreement dated May 18, 2017, and the Third Amendment to Village Manager Employment Agreement dated March 15, 2018, (hereinafter collectively referred to as the "Amended Agreement"), is made by and between the Village of Lombard, an Illinois municipal corporation (referred to in the Amended Agreement as the "Employer," and hereinafter referred to as the "Employer") and Scott R. Niehaus (referred to in the Amended Agreement as the "Employee," and hereinafter referred to as the "Employee"), in and for the consideration of the Employer retaining the professional services of the Employee to act as Village Manager of the Employer, and the Employee agreeing herein to provide such services, the Employer and the Employee agree as follows:

1. That Section 2 of the Amended Agreement is hereby amended as follows:

A. The first sentence thereof is revised to read in its entirety as follows:

"This Agreement shall remain in effect from May 20, 2021 through and including the first Lombard Village Board meeting in May of 2025, unless terminated earlier by the Employer or Employee, said date in May of 2025 being the end of the term of office for the current Village President, Keith Giagnorio."

B. That the references to "2021," as contained in the second and third sentences, are revised to read, "2025".

2. That Section 3 of the Amended Agreement is hereby amended as follows:

A. The reference to "six (6) months", as contained therein, is revised to read, "twenty (20) weeks".

B. The references to "six (6) month", as contained therein, are revised to read, "twenty (20) week".

C. That the second sentence of subsection A. is revised to read in its entirety as follows:

"During the severance period, the Employee shall continue receiving those benefits provided to the Employee prior to termination, as provided for in Section 8 below (provided the Employee has elected to receive the vehicle allowance option) and as provided for in Section 9 below."

D. The reference to "2021," as contained in subsection B., is revised to read, "2025".

3. That Section 4.A. of the Amended Agreement is hereby amended by revising the monetary reference therein to read, "Two Hundred Eight Thousand Nine Hundred Thirty-Nine and No/100 Dollars (\$208,939.00)".
4. That Sections 9.C. and 9.D. of the Amended Agreement are deleted.
5. That all other provisions of the Amended Agreement, not amended by this Fourth Amendment, shall remain in full force and effect as if set forth herein.

Executed this 20th day of May, 2021.

EMPLOYER (VILLAGE OF LOMBARD):

EMPLOYEE:

By: _____
Keith Giagnorio, Village President

By: _____
Scott R. Niehaus, Village Manager

Attest: _____
Elizabeth Brezinski, Village Clerk