

**RESOLUTION  
R 38-17**

**A RESOLUTION APPROVING A SECOND 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 "Second Amendment to Village Manager Employment Agreement" attached hereto as Exhibit 1 and made part hereof (the "Second Amendment").

**BE IT FURTHER RESOLVED** that the Village President and Village Clerk are hereby authorized and directed to execute the Second 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 Second Amendment.

Adopted this 18<sup>th</sup> day of May, 2017.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Pike and Ware

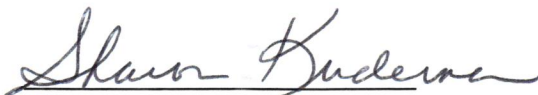
Nays: None

Absent: Johnston

Approved this 18<sup>th</sup> day of May, 2017.

  
**Keith T. Giagnorio**  
**Village President**

ATTEST:

  
**Sharon Kuderna**  
**Village Clerk**

**Exhibit 1**

**SECOND AMENDMENT TO  
VILLAGE MANAGER EMPLOYMENT AGREEMENT**

(attached)

**SECOND AMENDMENT TO  
VILLAGE MANAGER EMPLOYMENT AGREEMENT**

This Second Amendment to Village Manager Employment Agreement (hereinafter referred to as the "Second 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, (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:

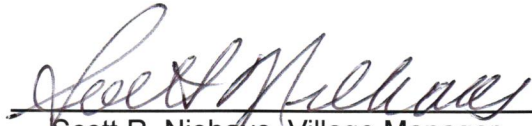
"This Agreement shall remain in effect from May 18, 2017 through and including the first Lombard Village Board meeting in May of 2021, unless terminated earlier by the Employer or Employee, said date in May of 2021 being the end of the term of office for the current Village President, Keith Giagnorio."
  - B. That the references to "2017," as contained in the second and third sentences, are revised to read, "2021."
2. That Section 3 of the Amended Agreement is hereby amended as follows:
  - A. The references to "three (3)," as contained therein, are revised to read, "six (6)."
  - B. The reference to "2017," as contained in subsection B, is revised to read, "2021."
3. That Section 4 of the Amended Agreement is hereby amended as follows:
  - A. Subsection A is revised to read in its entirety as follows:
    - A. Employer shall pay Employee for his services rendered pursuant hereto an annual salary of One Hundred Seventy-Seven Thousand Seven Hundred Twenty-Five and 80/100 Dollars (\$177,725.80), payable in installments at the same time as the other employees of the Employer are paid."
  - B. Subsection B is revised by adding the following language to the end thereof:


", including, but not limited to, general cost of living salary increases applicable to all non-union employees as of January 1st each year."

4. That, notwithstanding the date of this Second Amendment, the salary, as set forth in Section 3.A. above, shall be in full force and effect as of January 1, 2017, with the Employee being entitled to a retroactive salary payment in relation thereto.
5. That all other provisions of the Amended Agreement, not amended by this Second Amendment, shall remain in full force and effect as if set forth herein.

Executed this 18th day of May, 2017.

**VILLAGE OF LOMBARD**

  
\_\_\_\_\_  
Scott R. Niehaus, Village Manager

By:   
\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:   
\_\_\_\_\_  
Sharon Kuderna, Village Clerk