

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

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

TO: VILLAGE OF LOMBARD BOARD OF TRUSTEES
FROM: Keith Giagnorio, Village President
DATE: May 12, 2021 (B of T) Date: May 20, 2021
TITLE: Resolution Approving a Fourth Amendment to the Village Manager Employment Agreement

BACKGROUND/POLICY IMPLICATIONS:

Attached please find information regarding a resolution approving a fourth amendment to the Village Manager Employment Agreement.

Please place this item on the May 20, 2021 Board of Trustees consent agenda.

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X <u>J. BURAS</u>	Date <u>5/12/21</u>

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.



MEMORANDUM

TO: Lombard Village Board of Trustees
FROM: Village President Keith Giagnorio
DATE: May 12, 2021
SUBJECT: Village Manager's Compensation & Agreement

Attached, please find information regarding a proposed Fourth Amendment to the Village Manager Employment Agreement between the Village of Lombard and Village Manager Scott Niehaus. It is my recommendation that the Village extend the terms of this agreement by approval of a Fourth Amendment to the agreement at the Board of Trustees Meeting on May 20, 2021.

The overall terms of the Employment Agreement will remain generally the same with certain modifications to extend the term of the agreement to May 31, 2025, to reduce existing severance provisions consistent with new statutory requirements, and to update outdated portions of the contract.

The contract amendments recommended above are either statutorily required, required to extend the term of the contract, or provisions to clean-up the existing contract. As there are no material or substantial changes to the proposed agreement, I am recommending approval and seeking consensus of the Board regarding the Fourth Amendment to the Village Manager Employment Agreement as presented.

This item will be placed upon the consent agenda for the May 20, 2021 Village Board meeting. If there are any questions or concerns, please reach out to Kathy Dunne, Human Resources Director, Nicole Aranas, Assistant Village Manager or me.

RESOLUTION NO. _____

**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: _____

NAYS: _____

ABSENT: _____

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