



MEMORANDUM

TO: Lombard Village Board of Trustees
FROM: Village President Anthony Puccio
DATE: February 11, 2026
SUBJECT: Resolution Approving Village Manager Employment Agreement

Attached for your consideration is a resolution approving an Employment Agreement for the position of Village Manager.

Village Manager Scott Niehaus will retire from his role on June 19, 2026. Following discussion and consensus of the Village Board, an employment agreement has been prepared for Deputy Village Manager Nicole Aranas to serve as Village Manager effective June 19, 2026.

The proposed agreement sets forth the terms and conditions of her employment and reflects key provisions that are consistent with the employment agreement currently in place for the Village Manager. The agreement is intended to provide continuity in leadership and stability in the administration of Village operations during this transition.

This action formalizes the Board's succession planning efforts and reinforces its commitment to maintaining stable, professional leadership and continuity in Village services. Approval of the attached resolution will authorize the Village President and Village Clerk to execute the Employment Agreement and allow for an orderly transition of executive responsibilities in advance of June 19, 2026.

Should you have any questions regarding the attached resolution or Employment Agreement, please do not hesitate to contact me.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
EMPLOYMENT AGREEMENT FOR VILLAGE MANAGER**

WHEREAS, the President and Board of Trustees of the Village of Lombard are authorized pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) to appoint a Village Manager and to establish the terms and conditions of employment; and

WHEREAS, the President and Board of Trustees desire to approve an Employment Agreement with Nicole Aranas to the office of Village Manager effective June 19, 2026 and to enter into conditions of employment as set forth in said Employment Agreement;

NOW, THEREFORE 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 "Village Manager Employment Agreement" attached hereto as Exhibit 1 and made part hereof (the "Agreement").

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

ADOPTED this 19th day of February, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 19th day of February, 2026.

Anthony Puccio, Village President

ATTEST:

Ranya Elkhatib, Village Clerk

Exhibit 1

VILLAGE MANAGER EMPLOYMENT AGREEMENT

(attached)

**VILLAGE MANAGER
EMPLOYMENT AGREEMENT**

This Village Manager Employment Agreement (“Agreement”) is made and entered into this ___ day of _____, 2026, by and between the Village of Lombard, Illinois (“Employer”) and Nicole Aranas (“Employee”). The Employer and the Employee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Employer desires to employ the services of Employee as Village Manager for the Village of Lombard, pursuant to Chapter 31, Sections 31.40 through 31.43 of the Lombard Village Code, and the applicable laws of the State of Illinois; and

WHEREAS, the Employee desires to serve as the Village Manager for the Village of Lombard;

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Duties.** Employer hereby employs Employee as Village Manager, to perform functions and duties specified in the Lombard Village Code, and to perform such other duties and functions as Employer shall from time to time assign to Employee, and Employee agrees to dutifully perform such functions and duties.
2. **Term.** This Agreement shall remain in effect from June 19, 2026 (the “Effective Date”) through and including the first Lombard Village Board meeting in May of 2029, unless terminated earlier by the Employer or Employee, said date in May of 2029 being the end of the term of office for the current Village President, Anthony

Puccio. In the event that the Employer and Employee do not enter into a new Village Manager employment agreement, or an extension of this Agreement, at the first Village Board meeting in May 2029, this Agreement shall continue in full force and effect until May 31, 2029. In the event that the Employer and the Employee do not enter into a new Village Manager employment agreement, or an extension of this Agreement, by May 31, 2029, this Agreement shall terminate, and the "Termination and Severance Pay" provision, set forth in Section 3.A. hereof, shall be applicable.

3. Termination and Severance Pay. As provided herein, either Party hereto may terminate this Agreement at any time, for any reason or no reason at all, it being acknowledged that Employee is an at-will employee of Employer.

A. Termination by Employer; Severance Pay. In the event Employer terminates Employee's employment for any reason other than "For Cause" (as defined below), Employer shall provide severance pay to Employee during a severance period not to exceed twenty (20) weeks following separation (the "Severance Period"), subject to the statutory limitations stated below.

(i) Severance Components; Payment Method. Severance pay under this Agreement ("Severance Pay") includes any salary continuation, benefits, premiums, or perquisites provided to Employee during the Severance Period. During the Severance Period, Employer shall: (a) continue Employee's salary in regular payroll installments as continued salary payments for twenty (20) weeks at Employee's

then-current Base Salary rate, less required withholdings, unless reduced or terminated pursuant to the specific provisions of Section 3(A); and (b) continue Employee's Village-sponsored health and life insurance benefits (including Employer-paid premiums) to the extent permitted by applicable plans and law.

(ii) Statutory Cap; No Severance If Terminated for Misconduct.

Notwithstanding anything to the contrary in this Agreement, the Parties intend that any Severance Pay provided hereunder comply with the Illinois Government Severance Pay Act (5 ILCS 415/10), including: (i) a requirement that severance pay provided may not exceed an amount greater than twenty (20) weeks of compensation; and (ii) a prohibition of the provision of severance pay when Employee has been fired for misconduct by Employer. If the provision of any salary continuation, benefit continuation, premium payment, or perquisite would cause total Severance Pay to exceed the statutory maximum, then Employer shall reduce the cash severance and/or benefit/premium continuation as necessary to ensure compliance.

(iii) COBRA Administration. Employee's COBRA rights (if applicable) shall be administered as required by law, including provision of any required notices and election rights following separation. To the extent continuation of health coverage during the Severance Period must be provided through COBRA rather than through active-

employee coverage, Employer shall pay the applicable premiums during the Severance Period to the extent required to implement the benefit-continuation commitment above, subject always to the statutory cap described herein and Employee's timely election of COBRA coverage.

(iv) "For Cause" Definition. "For Cause" shall include, without limitation:

(i) the Employee is guilty of fraud, dishonesty, or other acts of misconduct (as defined in 5 ILCS 415/5) related to Employee's employment; (ii) any action of Employee is found by a court of competent jurisdiction to constitute an illegal act (other than a petty offense such as but not limited to a minor traffic ticket) related to Employee's duties hereunder; (iii) Employee has been convicted of a felony either related to or unrelated to Employee's employment; or (iv) the Village Board reasonably believes that Employee has voluntarily abandoned the position of Village Manager. In the event Employee is terminated For Cause, Employer shall have no obligation to pay Severance Pay.

(v) Withholding Pending For Cause Determination. If Employer asserts that Employee's termination is For Cause, Employer may temporarily withhold Severance Pay pending a final determination by the Village Board (and/or a court of competent jurisdiction if litigation ensues). If it is finally determined that the termination was not For Cause,

Employer shall pay any Severance Pay due under this Section 3.A in accordance with its payroll practices, subject to the statutory cap.

(vi) Mitigation / Offset by Re-Employment. In the event Employee obtains employment from another employer for compensation equal to or exceeding the severance compensation level received pursuant to this Agreement, all Severance Pay and benefits continuation shall terminate upon said re-employment of Employee, and it shall be the duty of Employee to notify Employer immediately of the commencement of employment of Employee following separation from Employer. In the event Employee obtains employment from another employer for compensation less than the severance compensation level received pursuant to this Agreement, then Employer shall pay severance compensation to Employee to make up the difference between the amount of Employee's new compensation for each pay period and the amount that would have otherwise been paid in severance under this Section 3.A, through the then-remaining term of the Severance Period, subject at all times to the statutory maximum described above.

(vii) Earned/Accrued Amounts. All applicable and accrued compensation and benefits (including, without limitation, any payout of accrued but unused vacation time payable under Village policy and applicable law) shall be paid in accordance with applicable policy and law. Earned/accrued amounts are intended to be separate from

Severance Pay and shall not increase Severance Pay beyond the statutory maximum.

(viii) Condition Precedent (Release). As a condition precedent to receipt of Severance Pay and/or Employer-paid benefits during the Severance Period (other than amounts legally required), Employee shall execute and not revoke a separation agreement and general release of claims in favor of Employer in a form reasonably acceptable to Employer, within the time period specified by Employer and consistent with applicable law.

(ix) Deemed Termination Event. In addition to an actual termination of Employee by Employer, the following events shall be deemed, at Employee's option, to constitute Employer's termination of this Agreement (other than For Cause), thereby activating the Severance Pay obligations of Employer under this Section 3.A (subject to the statutory cap and the prohibition on severance if fired for misconduct):

1. Employer's reduction of the salary or other financial benefits of Employee in a greater percentage than applicable across-the-board reductions for all employees of Employer;
2. Employer's wrongful refusal to comply with any payment obligations of Employer herein;
3. Employee's resignation following instructions or suggestions by a majority of the Corporate Authorities of the Employer that

Employee resign, which instructions or suggestions are documented by the minutes of a Village Board meeting; or

4. Employer's determination that Employee is permanently disabled or otherwise unable to perform Employee's duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave.

B. Non-Renewal/Expiration Without New Agreement. If Employer and Employee do not enter into a new Village Manager employment agreement, or an extension of this Agreement, by May 31, 2029, the Severance Pay provisions of Section 3.A above shall be applicable (subject to the "For Cause" limitation, the statutory maximum, and the prohibition on severance if fired for misconduct). For avoidance of doubt, any amounts paid under this Section 3.B are intended to be severance pay and shall be administered to comply with 5 ILCS 415/10.

C. Voluntary Resignation. In the event Employee voluntarily resigns from the Village Manager position, Employee shall be entitled to no Severance Pay or severance benefits; provided, however, a resignation treated as a deemed termination under Section 3.A.(ix) above shall not be considered a voluntary resignation for purposes of this Section 3.C.

4. Salary.

A. Employer shall pay Employee for Employee's services rendered pursuant hereto an annual salary of Two Hundred Twenty-Nine Thousand and

No/100 Dollars (\$229,000.00), payable in installments at the same time as the other employees of the Employer are paid.

B. This Agreement shall be deemed to automatically be amended to reflect any future salary and/or benefit adjustments that are provided or required by the Employer's compensation plan.

C. Employer shall review compensation and adjust salary and/or benefits of Employee in such amounts and to such extent as the Employer may annually determine based on a salary review of said Employee.

5. Performance Evaluation.

A. The Employer shall review and evaluate the performance of the Employee at least once annually consistent with the Employer's regular evaluation cycle, with the first evaluation to occur during the next such cycle following execution of this Agreement. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from, as the Employer may from time to time determine in consultation with the Employee. Further, the Village President shall provide the Employee with a written statement, in summary form, of the evaluation findings of the Employer, and provide an adequate opportunity for the Employee to discuss Employee's evaluation with the Employer.

B. The Employer and the Employee shall define such goals and performance objectives as they determine necessary for the proper operation of the Village of Lombard and for the attainment of the Employer's policy

objectives, and shall further establish a relative priority among those various goals and objectives, with said goals and objectives to be reduced to writing.

The goals and objectives shall generally be attainable within the time limitations as specified, and the annual operating and capital budgets and appropriations provided.

6. Hours of Work. It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the Employer, and, to that end, Employee will be allowed to take compensatory time off as the Village President shall deem appropriate during said normal office hours.
7. Residency Requirements. Employee shall not be required to live within the corporate boundaries of the Village of Lombard.
8. Automobile. Employer shall provide Employee with a monthly vehicle allowance in the amount of Five Hundred Fifty and No/100 Dollars (\$550.00) per month. Employee shall be solely responsible, at Employee's cost and expense, for the purchase, maintenance, repair, fuel, and insurance of any vehicle used by Employee. The vehicle allowance shall be paid in the same manner as other compensation and shall be subject to applicable tax reporting and withholding requirements.
9. Benefits. Employee shall receive all Village-sponsored medical, dental and life insurance benefits, as well as vacation, sick leave and all other general benefits provided to Village Department Heads, in accordance with the Village's personnel policies and Human Resources Manual, as amended from time to time.

10. Dues, Subscriptions and Professional Development. Employer shall annually reasonably budget and pay for:

- A. Professional dues for participation in the International City County Management Association (ICMA), the Illinois City County Management Association (ILCMA) and other professional associations, including, but not limited to, the Morrison Group (which Morrison Group dues shall be limited to One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per year), or other associations which are beneficial to the Village of Lombard.
- B. Reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the ILCMA Annual Conference and such other national, regional, State, and local governmental groups and committees thereof of which Employee is a member; provided, however, all such reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer shall at all times be subject to the prior approval of the Village President.
- C. Subject to the prior approval of the Village President, travel and subsistence expenses of Employee for short courses, institutes and seminars that are

necessary for Employee's professional development and for the good of the Employer.

- D. Professional Licensure. Employer shall pay the reasonable costs associated with maintaining employee's professional licensure required or reasonably related to the performance of Employee's duties, including the annual Attorney Registration and Disciplinary Commission (ARDC) registration fee.
11. Smart Phone. The Employer will provide the Employee with a smart phone telecommunications device, both for business and reasonable personal use, and Employer will pay all operating costs in relation thereto, with ownership thereof to remain in the name of the Employer.
12. Laptop Computer. The Employer will provide the Employee with a laptop computer, both for business and reasonable personal use, and will pay the operating costs in relation thereto, with ownership thereof to remain in the name of the Employer.
13. Indemnification. Employer shall defend, save harmless and indemnify Employee, as provided by any Village ordinance or any Illinois law, and against any lawsuit, claim, demand or other legal action arising out of an alleged act or omission in the performance of Employee's duties as Village Manager; provided, however, this indemnification shall not apply to any lawsuit, claim, demand or other legal action arising from the willful misconduct of Employee.

14. Bonding.

- A. Employer shall pay the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

EMPLOYER:

EMPLOYEE:

Anthony Puccio, President
Village of Lombard, Illinois

Nicole Aranas
Employee

Date: _____, 2026

Date: _____, 2026