

**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)  
☒ Other Business (Pink)

**TO :** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** Scott R. Niehaus, Village Manager

**DATE :** December 5, 2019      **(BOT) Date:** December 19, 2019

**SUBJECT:** Approval of a Community Development Temporary Employee Agreement (Theodore Kloris, Plan Reviewer/Inspector)

**SUBMITTED BY:** William J. Heniff, AICP, Director of Community Development 

**BACKGROUND/POLICY IMPLICATIONS:**

The Department of Community Development transmits for your consideration a Temporary Employee Agreement with Theodore Kloris, the Village's Current Plan Review/Inspector for services to assist the Community Development Department. The service agreement is intended to provide staff assistance on an as-needed basis throughout 2020.

Please place this item on the December 19, 2019 Village Board agenda for consideration. Staff recommends that the Village Board authorize the signature of the Village Manager on a Temporary Plan Review/Inspector Agreement with Theodore Kloris for building plan review services.

**Fiscal Impact/Funding Source:**

Review (as necessary):

Finance Director \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager \_\_\_\_\_ Date \_\_\_\_\_

**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:** Scott R. Niehaus, Village Manager

**FROM:** William J. Heniff, AICP, Director of Community Development *WA*

**MEETING DATE:** December 19, 2019

**SUBJECT:** **Approval of a Community Development Temporary Employee Agreement (Theodore Kloris, Plan Reviewer/Inspector)**

Attached is a Temporary Employment Agreement with Theodore Kloris, the Village's current Plan Review/Inspector for services to assist the Community Development Department. The service agreement is intended to provide staff assistance on an as-needed basis throughout 2020.

Mr. Kloris served a similar capacity through a separate agreement in 2019, to cover staffing needs while the current Plan Reviewer was being selected and to cover peak construction/plan review periods. The Agreement set the hourly rate at \$46.56 per hour, with no employee benefits. Additional hours may be added at the discretion of the Village, based upon demand for plan review services, but the total hours associated with the agreement will not exceed 999 hours (\$46,513.44). As the agreement may exceed the \$25,000 threshold, it would therefore require Village Board approval.

For reference purposes, as of November 26, 2019, he worked a total of 525 hours at a cost of \$24,071.52. We anticipate that for 2020, this figure will be lower, barring any unforeseen changes or increases in permits. But in case the total exceeds the Village Manager's authority, the matter is being brought to the Village board for approval.

Staff intends to utilize the funds already approved within the budget to pay for the services set forth within the Agreement and no additional funds are being requested. Additionally, staff contacted other private plan review firms to determine their rates for such services and found that general plan review services are approximately \$80.00/hour or greater – far above the rate offered in the Agreement.

### **ACTION REQUESTED**

Please place this item on the December 19, 2019 Village Board agenda for consideration. Staff recommends that the Village Board authorize the signature of the Village Manager on a Temporary Plan Reviewer/Inspector Agreement with Theodore Kloris for building plan review services.

**TEMPORARY PLAN REVIEWER/INSPECTOR AGREEMENT**  
**(Theodore Klioris)**

This extension of the Temporary Plan Reviewer/Inspector Agreement (hereinafter referred to as the "Agreement") is made this 19th day of December, 2019, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and Theodore Klioris (hereinafter referred to as the "TEMPORARY PLAN REVIEWER/INSPECTOR"). (The VILLAGE and the TEMPORARY PLAN REVIEWER/INSPECTOR are sometimes referred to herein individually as "Party" or collectively as the "Parties.")

1. **SERVICES.** The TEMPORARY PLAN REVIEWER/INSPECTOR agrees to provide the following services to the VILLAGE during the term of this Agreement, as more fully detailed below: (1) Serve as Temporary Plan Reviewer/Inspector.
  - A. **Services as Temporary Plan Reviewer/Inspector.** The TEMPORARY PLAN REVIEWER/INSPECTOR agrees to provide services as Temporary Plan Reviewer/Inspector of the VILLAGE for the term of this Agreement to ensure that the performance, accountability, legal compliance of the Village of Lombard Community Development Department and its operations remain consistent and acceptable to the VILLAGE. The interim services shall be provided to the Department by the TEMPORARY PLAN REVIEWER/INSPECTOR, as follows:
2. **TERM.** The term of this Agreement shall begin on January 2, 2020 and shall terminate on December 31, 2020. However, the total number of hours to the TEMPORARY PLAN REVIEWER/INSPECTOR shall not exceed nine hundred and ninety-nine (999) within the 2020 calendar year. Two (2) weeks' notice will be required if the TEMPORARY PLAN REVIEWER/INSPECTOR is requesting to terminate the Agreement.
3. **COMPENSATION.** The TEMPORARY PLAN REVIEWER/INSPECTOR shall be compensated by the VILLAGE for his services under this Agreement in the amount of \$46.56/hour.
  - A. **No Insurance or Employee Benefits Provided by VILLAGE.** The VILLAGE will not provide any form of insurance coverage, including but not limited to health, professional liability insurance or other employee benefits for or on behalf of the TEMPORARY PLAN REVIEWER/INSPECTOR. The TEMPORARY PLAN REVIEWER/INSPECTOR also shall not be entitled to any sick leave or vacation time during the term of this Agreement.
4. **HOURS OF WORK AND TIMEKEEPING REQUIREMENTS.**
  - A. The TEMPORARY PLAN REVIEWER/INSPECTOR is generally expected to be at work at the Village Hall based upon the following work schedule:  
Tuesday: 8:00 a.m. to 12:00 p.m.  
Thursday: 8:00 a.m. to 12:00 p.m.



However, it is recognized that the TEMPORARY PLAN REVIEWER/ INSPECTOR may need to devote time beyond the hours noted above to the business of the VILLAGE based upon building permit workload as well as staffing levels and availability of other Village employees and consultants. In such a case, additional hours shall be reviewed and approved by the VILLAGE prior to the TEMPORARY PLAN REVIEWER/ INSPECTOR undertakes such work activities. Additionally, if in the event that sufficient workload does not exist for the TEMPORARY PLAN REVIEWER/ INSPECTOR during the Agreement period, in the Village's sole and absolute discretion, the Village has the right to curtail or eliminate the work hours given to the TEMPORARY PLAN REVIEWER/ INSPECTOR.

5. **CONFIDENTIALITY.** The TEMPORARY PLAN REVIEWER/INSPECTOR agrees to maintain the confidentiality of all VILLAGE information and documents received or obtained or learned as part of attending VILLAGE meetings and/or executive sessions or in performing its duties under this Agreement, unless specifically directed to release such information or documents by the VILLAGE or a court order or government regulatory agency order. The TEMPORARY PLAN REVIEWER/INSPECTOR agrees that all conversations by attendees of and any information or documents reviewed or discussed in any executive session are confidential and shall not be disclosed or released by the TEMPORARY PLAN REVIEWER/INSPECTOR, unless specifically directed to release such information or documents by the VILLAGE, a court order or government regulatory agency order. The TEMPORARY PLAN REVIEWER/INSPECTOR shall faithfully adhere to the requirements of this Agreement and the professional ethical principles applicable hereto, including, but limited to, the ICMA Code of Ethics, and shall avoid all personal acts that might injure the reputation of the VILLAGE or undermine the business transactions and other operations of the VILLAGE.
6. **INDEMNIFICATION.** The VILLAGE agrees to defend, indemnify and hold harmless the TEMPORARY PLAN REVIEWER/INSPECTOR from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of attorneys selected by the VILLAGE to defend the TEMPORARY PLAN REVIEWER/INSPECTOR, expert witnesses and consultants, court costs and fines, asserted against him or sought to be imposed upon him and which arise directly or indirectly out of or in connection in any way with his performance of the terms of this Agreement, provided that the TEMPORARY PLAN REVIEWER/INSPECTOR's actions or conduct giving rise to any litigation or dispute are within the scope of the duties of Plan Reviewer/Inspector, but excepting from the indemnification those claims, actions, suits, damages, costs, expenses and liabilities arising from any criminal conduct, intentional conduct or willful or wanton conduct of the TEMPORARY PLAN REVIEWER/INSPECTOR. The Parties further acknowledge that the VILLAGE is legally precluded from paying any punitive damages imposed on the TEMPORARY PLAN REVIEWER/INSPECTOR.
7. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements

between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change is subject to the mutual agreement of the Parties and must be reduced to writing and executed by both Parties to be effective.

8. **APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois, and the Parties agree to voluntarily submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.
9. **ASSIGNMENT.** This Agreement may not be assigned, transferred or conveyed by the TEMPORARY PLAN REVIEWER/INSPECTOR without the prior written consent of the VILLAGE.
10. **NOTICES.** All written notices of any kind to be given or delivered under this Agreement shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid. Such notices shall be sent to the Parties at their respective addresses as follows:

If to VILLAGE:

Scott Niehaus  
Village Manager  
255 East Wilson Avenue  
Lombard, Illinois 60148

If to TEMPORARY PLAN REVIEWER/INSPECTOR:

Theodore Kloris  
13308 Greenleaf Court  
Palos Heights, Illinois 60463

11. **AUTHORITY.** This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the authorities of said entity, who have acted by motion or approved a resolution (in the VILLAGE's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall



inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.

12. **EFFECTIVE DATE**. This Agreement shall become effective on January 2, 2020 and is subject to approval by the Village of Lombard Board of Trustees.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement as set forth below.

**VILLAGE OF LOMBARD**, an  
Illinois Municipal Corporation

**THEODORE KLIORIS**

By: \_\_\_\_\_  
Scott Niehaus  
Village Manager



DATE: \_\_\_\_\_

DATE: 11/27/19

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE       )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Scott Niehaus, being the Village Manager of the Village of Lombard, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Village of Lombard, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                          ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named THEODORE KLIORIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_