

**COMMITTEE OF THE WHOLE  
JANUARY 16, 2024  
VILLAGE BOARD ROOM  
2200 HARNISH DRIVE, ALGONQUIN  
7:30 P.M.**

Trustee Brehmer– Chairperson  
Trustee Auger  
Trustee Spella  
Trustee Glogowski  
Trustee Dianis  
Trustee Smith  
President Sosine

**\*\* AGENDA \*\***

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
- 3. Community Development**
  - A. Consider a Planned Development and Special Use for Open Air Dining for Lazy Dog Restaurant on Lot 4 of the Enclave
- 4. General Administration**
  - A. Consider an Agreement with GovTempsUSA for the Contract Services of Joanne Kalchbrenner
- 5. Public Works & Safety**
  - A. Consider an Agreement with Visu-Sewer of Illinois for the Storm Sewer Lining Project
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
(847) 658-2700 | [www.algonquin.org](http://www.algonquin.org)

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	January 16, 2024
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP, CEcD Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Approval of a Final Planned Development and Special Use for Open Air Dining for Lazy Dog Restaurant on Lot 4 of the Enclave

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### **ACTION REQUESTED:**

Jared Taylor of Lazy Dog Restaurants LLC, the “Petitioner”, applied for approval of a Final Planned Development and issuance of a Special Use Permit for open air dining on Lot 4 of the Enclave, 1731 South Randall Road, the “Subject Property”, located near the northeast corner of Randall Road and Corporate Parkway. A Final PUD was previously approved on the Subject Property for BJ’s Restaurant and Brewhouse but that developer formally withdrew the project in Spring 2023.

### **PLANNING & ZONING COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request for a Planned Development at the November 13, 2023, Planning and Zoning Commission Meeting.

A recommended Staff condition was that the patio doors be the same color as the main entrance door. The Petitioner stated during the Hearing that if they were to change the metal patio doors to wood to match the wooden front door, the wood patio doors would be damaged with continuous use by wait staff and guests. After discussion, the Planning and Zoning Commission accepted (approved 7-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2023-21 and subject to staff’s recommended conditions with the removal of the recommended staff condition that the patio doors shall be the same color as the main entrance door.

### **STAFF RECOMMENDATION:**

Even with the Planning and Zoning recommendation to remove the condition regarding the color of the patio doors, Staff believes that the opportunity remains for the doors to still be metal and be painted a similar color to the front door. Therefore, staff recommends that the final color of the patio doors be approved by the Village Manager prior to Building Permit approval. This recommended condition has been added to condition “a”.

Staff recommends approval of a Final Planned Development and the issuance of a Special Use Permit authorizing an open air dining area on Lot 4 of the Enclave, as outlined in the staff report for case PZ-2023-21, subject to the following conditions and final approval of all plans by staff:

- a. The Exterior Building, Patio, and Trash Enclosure Elevations, as prepared by GLMV Architecture, and last revised November 13, 2023. The trash enclosure shall be constructed with the same exterior masonry materials as the principal structure. The color of the patio doors shall approved by the Village Manager prior to building permit approval;
- b. The Sign Plan for Lazy Dog, as prepared by First & Main Signs, and last revised December 15, 2023. All signs shall meet the Village's Sign Code and the requirements of the Final PUD for the Enclave. The building shall be permitted a maximum of two (2) wall signs. The installation of a wall sign shall be prohibited on the rear (east side) of the building. The monument sign shall be constructed to the specification as defined in the Monument Sign Plan, as prepared by Doyle General Sign Contractors, last revised on April 19, 2022. Only one (1) monument sign shall be allowed on the Subject Property and the monument sign shall be on the Randall Road side (west side) of the Subject Property. The background of the monument sign panel shall be opaque and the stone base of the monument sign shall be constructed with the same type of stone used on the main building. Umbrellas in the open-air dining areas shall not be multicolored and shall not include advertising or text;
- c. Final Engineering titled "Design Development Landlord/City Submittal", as prepared by Proof Civil, and last revised December 22, 2023;
- d. The Fire Turning Exhibit, as prepared by Proof Civil, and last revised December 22, 2023;
- e. The Electrical Plan, as prepared by Salas O'Brien, and last revised December 22, 2023. All exterior lighting shall be dark sky compliant and the poles and lamps shall match the other light fixtures in the Enclave;
- f. The Final Landscape Plan, as prepared by Stan Smith Associates, and last revised December 12, 2023.

**ATTACHMENTS:**

- Exhibit A. Planning & Zoning Staff Report and Findings of Fact for Case No. PZ-2023-21
- Exhibit B. Approved November 13, 2023, Planning & Zoning Commission Minutes
- Exhibit C. The Enclave Final Plat of Subdivision
- Exhibit D. Lazy Dog Exterior Building, Patio, and Trash Enclosure Elevations
- Exhibit E. Lazy Dog Sign Plan
- Exhibit F. Lazy Dog Final Engineering Plans
- Exhibit G. Lazy Dog Fire Apparatus Turn Exhibit
- Exhibit H. Lazy Dog Electrical and Photometric Plan
- Exhibit I. Lazy Dog Landscape Plan

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP, CEcD  
Director of Community Development

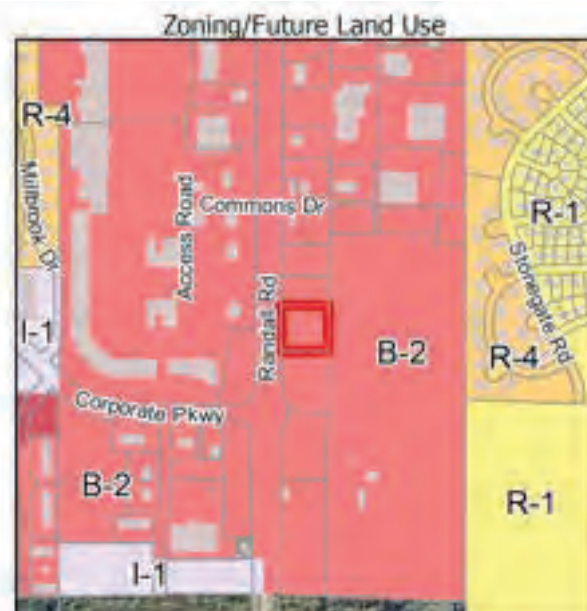
Patrick M. Knapp, AICP  
Senior Planner



<b>CASE NUMBER:</b>	PZ-2023-21
<b>MEMO DATE:</b>	November 7, 2023
<b>PUBLIC HEARING DATE:</b>	November 13, 2023
<b>PROPERTY ADDRESS/LOCATION:</b>	1731 South Randall Road/ Lot 4 of The Enclave
<b>APPLICANT/PROPERTY OWNER:</b>	Jared Taylor, Lazy Dog Restaurants LLC / Kensington Enclave LLC

**Summary of Request**

Jared Taylor of Lazy Dog Restaurants LLC C/O GPD LLC, the “Petitioner”, applied for approval of a Final Planned Development and issuance of a Special Use Permit for open-air dining, the “Request”. The development is to be constructed on Lot 4 of the Enclave as shown in the Final Plat of Subdivision, “The Enclave”, referred to herein as the “Subject Property”. Their proposal will include a freestanding single-story building and site improvements that include an open-air dining area, a parking lot, outdoor lighting, and landscaping.



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning   Land Use	Property Size
B-2   General Retail Incorporated	Commercial Graded/Vacant	North: B-2   Chipotle/First Watch East: B-2   Unimproved South: B-2   Cooper’s Hawk Restaurant West: B-2   Algonquin Commons	2.133 ac

**Staff Recommendation Summary**

Staff supports the Petitioner’s Request, subject to the conditions and plans listed in this report, as the proposal meets the findings and satisfies the long-term goals of the Village’s Comprehensive Plan and Future Land Use Map.

**Approve**

**Deny**

**Approve with Conditions**



## Discussion of Staff Recommendation

### **Request and Use of the Subject Property**

Jared Taylor of Lazy Dog Restaurants LLC C/O GPD LLC, the “Petitioner”, applied for approval of a Final Planned Development and issuance of a Special Use Permit for open-air dining, the “Request”. The restaurant will be constructed on Lot 4 of the Enclave as shown in the Final Plat of Subdivision, “The Enclave”, referred to herein as the “Subject Property”. Lazy Dog is an upscale restaurant that allows dogs on the outdoor patio. The development will include a freestanding single-story restaurant and site improvements that include an open-air dining area, a parking lot, outdoor lighting, and landscaping.

### **Background**

Under Case No. PZ-2022-09, Kensington Development Partners applied for an amendment to Ordinance 2004-O-08 and approval of a Preliminary and Final Plat of Subdivision referred to herein as the “The Enclave”, (*A Preliminary Planned Development, a Final Planned Development, a Special Use for a Drive-Through, and Special Uses for Open Air Dining for the 70.3 acres property located on the southeast corner of Randall Road and Commons Drive*). This amendment and Final Plat of Subdivision subdivided the 70.3 acres into ten (10) lots that included six (6) commercial lots, two (2) stormwater management lots, one (1) 5.5-acre lot for future commercial adjacent to Randall Road, and one (1) 49-acre lot reserved for future development on the east side of the Subject Property.

The following developments have been approved and are under construction at the Enclave:

- Overall Enclave Improvements –frontage road, utilities, stormwater management areas
- Lot 1 – Raising Cane’s, construction
- Lot 2 – Belle Tire, construction
- Lot 3 – First Watch/Chipotle, Village Board approved and waiting for permit approval
- Lot 4 – Subject Property
- Lot 5 – Cooper’s Hawk Restaurant & Winery, construction – opening by December
- Lot 7 – Portillo’s, construction – opening by December

### **Plat of Subdivision**

The Subject Property was created when the Enclave Final Plat of Subdivision was recorded in March 2022. The Plat for Lot 4 includes a cross-access easement on the north, east, and south sides of the property to allow for vehicular and pedestrian access to the Enclave Development. The Randall Road frontage includes several easements including a multi-use path easement, utility easements, a public utility easement, and a Kane County Highway easement. A Village utility easement is also located on the east side of the Subject Property to allow access to the water main.

### **Building Elevations and Orientation**

The main entrance to the 8,200-square-foot building is located at the northwest corner of the building and the 1,500-square-foot outdoor dining area is located on the west side (towards Randall Road) of the building. The rear of the building faces the east side (towards the frontage road) and the sides face north (Chipotle/First Watch) and south (Cooper’s Hawk).

A majority of the exterior façade of the building will be covered with a stone veneer mix, douglas fir wood siding, and EIFS. There will be a parapet wall completely around the building that will conceal the rooftop units from view from adjacent properties.

The trash enclosure will be constructed immediately east of the principal structure. Staff will require the trash enclosure to be constructed with the same exterior masonry materials as the principal structure.

### **Signage**

The proposed signage for Lazy Dog includes three (3) wall signs. The size of the wall sign complies with the Village Code and the Planned Development. Staff has sent feedback to the Petitioner that only two (2) wall signs are permitted per the sign code and Planned Development.

A standardized monument sign for each Enclave Lot was approved as part of the overall Enclave as Case No. PZ-2022-09. The Petitioner did not include a monument sign in their Planned Development submittal. Should the developer want to construct a monument sign in the future, they will be required to build the approved Enclave monument sign design using masonry consistent with the exterior of this building.

### **Site Plan & Engineering**

The Subject Property includes one hundred twenty-eight (128) parking stalls which exceeds the Village's parking requirement by six (6) parking stalls. The parking lot surface will be constructed using heavy-duty concrete pavement in front of the dumpster enclosure and asphalt will be used throughout the rest of the parking lot. The Subject Property has two (2) shared access drives on the north and south side of the property.

The open-air dining area is completely enclosed by a black metal fence and is accessed from inside the building or it can be accessed from outside of the building if the guest is bring their dog and a server is present at the gate. The design of the open-air dining area allows for the sale and/or consumption of alcohol in the area.

The Photometric Plan includes twenty-five-foot (25') tall light poles on a three-foot (3') concrete base. The light poles and lamps will be required to match the other approved light poles in the Enclave. All light poles will be required to be located in landscaped areas and meet the Dark Sky Requirements of the Village.

A sidewalk connection will be included on the east and west sides of the Subject Property. This will connect the building to the frontage road and the new multi-use path along the east side of Randall Road. Two (2) inverted-U bike racks will be provided on-site that will facilitate bike parking for four (4) bikes.

The overall developer of the Enclave is currently bringing all utilities to the Subject Property. Stormwater will be managed in Lots 6a and 6b at the northeast end of the Enclave.

### **Landscaping**

The landscaping plan for the Subject Property only includes one type of shrub along Randall Road and the frontage road. Staff will require that the perimeter landscaping includes a mix of shrubs (50% evergreen, 50% deciduous) so that there is variety and color year-round. Full landscaping is also provided in the parking lot islands and around the building. Staff has requested that foundation landscaping be extended around the southeast corner of the building.

### **Next Steps**

The Final PUD and Special Uses for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for final approval. If approved by the Village Board, the developer can then apply for applicable permits, subject to any conditions of approval.

### Standards & Findings

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit “A” and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner’s request.

### Staff Recommendation

Staff recommends approval of a Final Planned Development and the issuance of a Special Use Permit authorizing an open-air dining area on Lot 4 of the Enclave, consistent with the finding of fact outlined in this report, and subject to the conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommends **approval** of the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Final Planned Development and the issuance of a Special Use Permit authorizing an open-air dining area on Lot 4 of the Enclave, as outlined in the staff report for case PZ-2023-21, subject to the following conditions and final approval of all plans by staff:
  - a. The Exterior Elevations and Patio Elevations, as prepared by GLMV Architecture, and last revised October, 5, 2023. The trash enclosure shall be constructed with the same exterior masonry materials as the principal structure and the patio doors shall be the same color as the main entrance door;
  - b. The Sign Plan for Lazy Dog, as prepared by First & Main, and last revised September 11, 2023. All signs shall meet the Village’s Sign Code and the requirements of the Final PUD for the Enclave. The building shall be permitted a maximum two (2) wall signs. The installation of a wall sign shall be prohibited on the rear (east side) of the building. The monument sign shall be constructed to the specification as defined in the Monument Sign Plan, as prepared by Doyle General Sign Contractors, last revised on April 19, 2022. Only one (1) monument sign shall be allowed on the Subject Property and the monument sign shall be on the Randall Road side (west side) of the Subject Property. The background of the monument sign panel shall be opaque and the stone base of the monument sign shall be constructed with the same type of stone used on the main building. Umbrellas in the open-air dining areas shall not be multicolored and shall not include advertising or text;
  - c. Final Engineering titled “Design Development Landlord/City Submittal”, as prepared by Proof Civil, and last revised October 5, 2023;
  - d. The Fire Turning Exhibit, as prepared by Proof Civil, and last revised October 5, 2023;
  - e. The Electrical Sign Plan, as prepared by Salas O’Brien, and last revised October 5, 2023. All exterior lighting shall be dark sky compliant and the poles and lamps shall match the other light fixtures in the Enclave;
  - f. The Final Landscape Plan, as prepared by Stan Smith Associates, and last revised October 5, 2023. The Landscape Plan shall be revised to include a mix of shrubs (50% evergreen, 50% deciduous) around the perimeter of the Subject Property, increase foundation landscaping around the southeast corner of the building, and to replace the trees and shrubs that will not perform in this climate.”

The Village Board’s decision is final for this case.

I concur:



Jason C. Shallcross, AICP, CEcD  
Director of Community Development

**Attachments:**

- Exhibit A. Standards & Findings of Fact for a Final PUD & Special Use
- Exhibit B. The Enclave Final Plat of Subdivision
- Exhibit C. Lot 4 Site Plan
- Exhibit D. Building Elevations
- Exhibit E. Sign Plan
- Exhibit F. Monument Sign Plan
- Exhibit G. Truck Turning Exhibit
- Exhibit H. Photometric Plan
- Exhibit I. Landscape Plan
- Exhibit J. Ordinance 2022-O-49: Ordinance Approving the Enclave Final PUD





## NORTH ELEVATION



## EAST ELEVATION

### EXTERIOR FINISHES

ST 1	STONE VENEER, LAZY DOG CUSTOM BLEND
MTL 5	BERRIDGE STANDING SEAM METAL, ROOF (OR APPROVED EQUAL). COLOR: PPG REGIMENTAL, DURAMAX GL DEEP RED
MTL 6	1/2" ALUMINUM STANDING SEAM VENDING (OR APPROVED EQUAL). COLOR: PPG REGIMENTAL, DURAMAX GL DEEP RED
MTL 14	LOUVERS, PRE-FINISHED FLAT BLACK
HD 1	EXTERIOR WOOD THIMBERS SPECIES: DOUGLAS FIR, VERTICAL GRAIN COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, MOUNTAIN CEDAR, 2 COATS
HD 2	EXTERIOR WOOD CASINGS AT DOORS, WINDOWS AND SIDES SPECIES: BRAZILIAN OAK, SHOOT FINISH COLOR: GENERAL FINISHES EXTERIOR 480 SUGAR MAPLE, 2 COATS
HD 3	EXTERIOR 2X12 DOUGLAS FIR WOOD SIDING, FINISH: SANDELASTIC AND STAIN SPECIES: DOUGLAS FIR COLOR: 2 COATS BOKI PREMIUM HEATHER PROTECTING ALL-IN-ONE TRANSPARENT, SATIN, GORDOVAN BROWN T-104
HD 4	EXTERIOR WOOD FASCIA SPECIES: DOUGLAS FIR COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, MOUNTAIN CEDAR, 2 COATS
HD 5	EXTERIOR BULL-LAY FASCIA SPECIES: DOUGLAS FIR COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, MOUNTAIN CEDAR, 2 COATS
PT 10	PPG IV FLAT FINISH, COLOR: HENCKERY CUSTOM COLOR
PT 18	PPG IV SATIN FINISH, COLOR: 1001-B BLACK MAGIC
PT 12	PPG IV FLAT FINISH, COLOR: 1022-B ROCK SLIDE
PT 14	PPG IV FLAT FINISH, COLOR: 1024-B THUNDERBOLT
PT 16	PPG IV FLAT FINISH, COLOR: 1025-B CESSIDAY
PT 11	PPG IV FLAT FINISH, COLOR: 1050-B CINNAMON CRUNCH



1317 SUSAN STREET, SUITE 100  
COSTA MESA, CA 92626  
PHONE: 714.536.5555  
FAX: 714.536.9370  
WWW.LAZYDOGRESTAURANT.COM

04/06/23 BLANDFORD & CITY SUBMITTAL  
10/09/23 BLANDFORD/CITY RE-SUBMITTAL  
11/03/23 BLANDFORD/CITY RE-SUBMITTAL

04/06/23	BLANDFORD & CITY SUBMITTAL	<input type="checkbox"/>
10/09/23	BLANDFORD/CITY RE-SUBMITTAL	<input type="checkbox"/>
11/03/23	BLANDFORD/CITY RE-SUBMITTAL	<input type="checkbox"/>
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		<input type="checkbox"/>
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THE ENCLAVE  
LOT 4  
ALGONQUIN, IL 60102

**Lazy Dog**  
EAT · DRINK

SHRLEY STELL  
EXTERIOR  
ELEVATIONS

DRAWN BY  
0.8  
CHECKED BY  
JAT/JM  
SCALE  
1/4" = 1'-0"  
2024.02

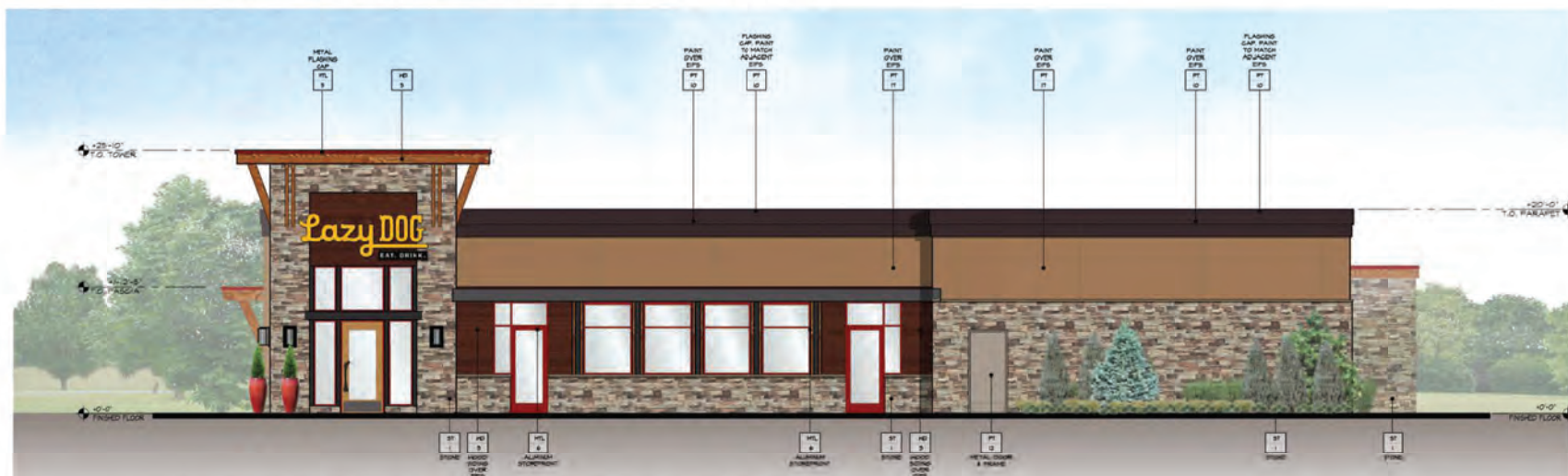
SHEET NUMBER

DD4.0





## SOUTH ELEVATION



## WEST ELEVATION

### EXTERIOR FINISHES

ST	STONE VENEER, LAZY DOG CUSTOM BLEND
MTL	BERRIDGE STANDING SEAM METAL ROOF (OR APPROVED EQUAL). COLOR: PPG REG2678X, DURANAH GL DEEP RED
HTL	10' ALUMINUM STANDING SEAM WINDOWS (OR APPROVED EQUAL). COLOR: PPG REG2678X, DURANAH GL DEEP RED
WTL	LOVERS, PRE-FINISHED FLAT SLATE
HD	EXTERIOR HOOD THICKETS SPECIES: DOUGLAS FIR, VERTICAL GRAIN COLOR: OLYMPIC ELITE WOODLAND OIL SATIN, MOUNTAIN CEDAR, 2 COATS
HD	EXTERIOR HOOD CASINGS AT DOORS, WINDOWS AND KITCHES SPECIES: BRAZILIAN OAK, SHOOT FINISH COLOR: GENERAL FINISHES EXTERIOR 480 SUGAR MAPLE 2 COATS
HD	EXTERIOR 2x12 DOUGLAS FIR HOOD SIDING FINISH: SANDBLAST AND STAIN SPECIES: DOUGLAS FIR COLOR: 2 COATS BOHR PREMIUM LEATHER PROOFING ALL-IN-ONE TRANSPARENT SATIN, GORDONIAN BROWN T-104
HD	EXTERIOR HOOD FASCIA SPECIES: DOUGLAS FIR COLOR: OLYMPIC ELITE WOODLAND OIL SATIN, MOUNTAIN CEDAR, 2 COATS
HD	EXTERIOR GULL-LAY FASCIA SPECIES: DOUGLAS FIR COLOR: OLYMPIC ELITE WOODLAND OIL SATIN, MOUNTAIN CEDAR, 2 COATS
PT	PPG IV FLAT FINISH, COLOR: WINDYBERRY CUSTOM COLOR
PT	PPG IV SATIN FINISH, COLOR: 1001-1 BLACK MAGIC
PT	PPG IV FLAT FINISH, COLOR: 1022-4 ROCK SLIDE
PT	PPG IV FLAT FINISH, COLOR: 1023-1 TRANSCEND
PT	PPG IV FLAT FINISH, COLOR: 1025-1 BERSERK
PT	PPG IV FLAT FINISH, COLOR: 1000-6 CINNAMON CRUNCH



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COSTA MESA, CA 92626  
PHONE: 714.596.8860  
FAX: 714.596.9370  
WWW.LAZYDOGRESTAURANT.COM

04/08/23 @LANDLORD & CITY SUBMITTAL  
10/09/23 @LANDLORD/CITY RE-SUBMITTAL  
11/19/23 @CITY RE-SUBMITTAL

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THE ENCLAVE  
LOT 4  
ALCONQUIN, IL 60102



4/15/23  
EXTERIOR  
ELEVATIONS

DRAWN BY  
CHECKED BY  
DATE / DAY / YEAR  
SCALE  
1/4" = 1'-0"

SHEET NUMBER

DD4.1





# NORTH PATIO ELEVATION



# SOUTH PATIO ELEVATION



# WEST PATIO ELEVATION



1437 SUGAN STREET, SUITE 100  
COSTA MESA, CA 92626  
PHONE: 714.536.9900  
FAX: 714.536.9970  
www.lazydogrestaurants.com

04/08/23	BLANCK & CITY RESIDENTIAL
10/09/23	BLANCK & CITY RESIDENTIAL
11/09/23	BLANCK & CITY RESIDENTIAL

THE ENCLAVE  
LOT 4  
ALCONQUIN, IL 60102

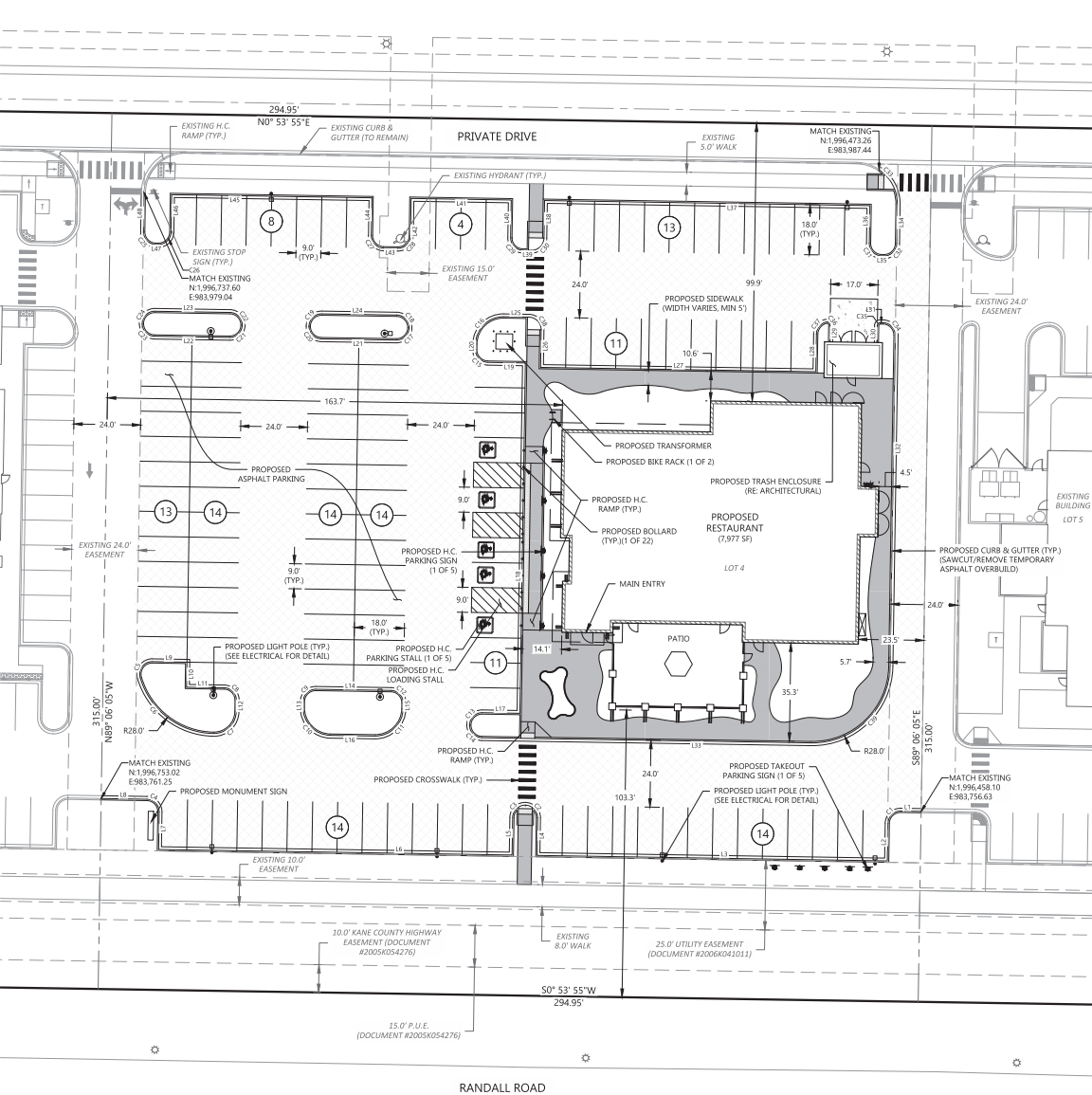


PROJECT TITLE  
**PATIO  
ELEVATIONS**

DRAWN BY  
CHECKED BY  
DATE / TIME  
SCALE  
3/16" = 1'-0"  
JOB NO.

SHEET NUMBER

**DD4.2**



LINE No.	LENGTH	DIRECTION
L1	7.37	S0° 53' 55\"W
L2	13.50	S89° 06' 05\"E
L3	126.00	S0° 53' 55\"W
L4	13.50	N89° 06' 05\"W
L5	13.50	S0° 53' 55\"W
L6	127.13	S0° 53' 55\"W
L7	13.50	N89° 06' 05\"W
L8	16.41	S0° 53' 55\"W
L9	12.40	S0° 53' 55\"W
L10	9.07	N89° 06' 05\"W
L11	13.50	S0° 53' 55\"W
L12	4.00	N89° 06' 05\"W
L13	2.00	S89° 06' 05\"E
L14	27.00	S0° 53' 55\"W
L15	2.00	N89° 06' 05\"W
L16	16.00	N0° 53' 55\"E
L17	13.50	S0° 53' 55\"W
L18	126.00	S89° 06' 05\"E
L19	13.50	N0° 53' 55\"E
L20	2.00	S89° 06' 05\"E

LINE No.	LENGTH	DIRECTION
L21	27.00	N0° 53' 55\"E
L22	27.00	N0° 53' 55\"E
L23	27.00	S0° 53' 55\"W
L24	27.00	S0° 53' 55\"W
L25	9.00	S0° 53' 55\"W
L26	13.50	N89° 06' 05\"W
L27	99.00	S0° 53' 55\"W
L28	13.50	S89° 06' 05\"E
L29	6.57	N89° 06' 05\"W
L30	6.57	S89° 06' 05\"E
L31	1.00	S0° 53' 55\"W
L32	119.00	N89° 06' 05\"W
L33	118.37	N0° 53' 55\"E
L34	14.00	S89° 06' 05\"E
L35	0.87	S0° 53' 55\"W
L36	13.50	N89° 06' 05\"W
L37	117.00	S0° 53' 55\"W
L38	13.50	N89° 06' 05\"W
L39	3.00	N0° 53' 55\"E
L40	13.50	N89° 06' 05\"W

**LEGEND:**

	PROPERTY LINE
	PROPOSED BUILDING
	EXISTING BUILDING
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED CURB & GUTTER
	PROPOSED SPILL CURB
	EXISTING CURB & GUTTER
	PROPOSED SAWCUT
	PROPOSED ASPHALT PAVEMENT (PER GEOTECH AGI PRJ. NO. 22-110A)
	PROPOSED CONCRETE PAVEMENT (PER GEOTECH AGI PRJ. NO. 22-110A)
	PROPOSED WALK (MIN. 5' WIDTH PER ALCONQUIN STANDARD DETAILS)
	PROPOSED LIGHT POLE
	EXISTING LIGHT POLE
	PROPOSED SIGN
	EXISTING SIGN
	EXISTING TREE

**NOTES:**

- PAVEMENT THICKNESSES ARE SHOWN FOR REFERENCE ONLY. REFER TO CURRENT GEOTECHNICAL STUDY FOR THE PROJECT FOR PAVEMENT THICKNESS RECOMMENDATIONS. THIS PLAN DOES NOT CONTROL COLOR OR SCORING PATTERNS OF HARDSCAPE SHOWN. SEE HARDSCAPE OR LANDSCAPE PLAN FOR DECORATIVE TREATMENT.
- ALL DIMENSIONS TO CURBS ARE TO CORNER UNLESS OTHERWISE INDICATED.
- CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS SHOWN ON THESE PLANS AND FIELD CONDITIONS.
- CONTRACTOR TO COORDINATE CONSTRUCTION OF SHARED DRIVE WITH ADJACENT DEVELOPMENT AS NECESSARY.

**BUILDING HC NOTE:**

HORIZONTAL CONTROL INFORMATION SHOWN FOR THE PROPOSED BUILDING IS BASED ON THE OUTER MOST LIMIT OF THE ARCHITECTURAL BUILDING PLAN PROVIDED AT THE TIME OF DESIGN/REVISION OF HORIZONTAL CONTROL PLAN. CONTRACTOR AND SURVEYOR SHALL VERIFY BUILDING CONTROL WITH ARCHITECTURAL AND STRUCTURAL BUILDING LAYOUT INFORMATION PRIOR TO THE STARTING AND CONSTRUCTION OF PROPOSED BUILDING AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL, STRUCTURAL AND INFORMATION SHOWN ON PLANS.

**SAWCUT NOTE:**

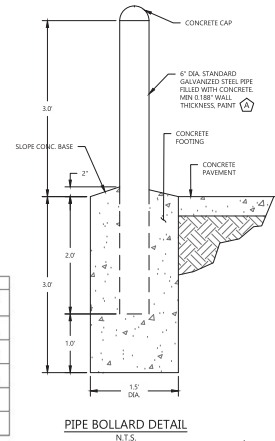
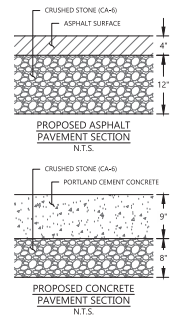
SAWCUT LIMITS ARE SHOWN AS APPROXIMATES. ALL CONCRETE REMOVAL SHALL BE FULL PANEL/STONE REMOVAL. IF REMOVAL SHALL BE TO NEAREST JOINT.

CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	7.07	4.50	90°00'00"	S44° 00' 05\"E	6.36
C2	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C3	7.07	4.50	90°00'00"	S44° 06' 05\"E	6.36
C4	7.07	4.50	90°00'00"	S40° 53' 55\"W	6.36
C5	8.42	5.50	90°18'47"	S52° 45' 59\"E	7.25
C6	35.51	28.00	72°48'13"	N37° 14' 01\"E	33.18
C7	12.57	8.00	90°00'00"	N44° 00' 05\"W	11.31
C8	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C9	7.07	4.50	90°00'00"	S44° 00' 05\"E	6.36
C10	15.71	10.00	90°00'00"	N45° 53' 55\"E	14.14
C11	15.71	10.00	90°00'00"	N44° 00' 05\"W	14.14
C12	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C13	7.07	4.50	90°00'00"	N44° 00' 05\"W	6.36
C14	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C15	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C16	15.71	10.00	90°00'00"	N44° 00' 05\"W	14.14
C17	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C18	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C19	7.07	4.50	90°00'00"	S44° 00' 05\"E	6.36
C20	7.07	4.50	90°00'00"	N45° 53' 55\"E	6.36
C21	7.07	4.50	90°00'00"	N44° 00' 05\"W	6.36
C22	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C23	7.07	4.50	90°00'00"	N45° 53' 55\"E	6.36
C24	7.07	4.50	90°00'00"	S44° 00' 05\"E	6.36
C25	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C26	7.07	4.50	90°00'00"	S44° 00' 05\"E	6.36
C27	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C28	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C29	7.07	4.50	90°00'00"	S44° 00' 05\"E	6.36
C30	7.07	4.50	90°00'00"	S45° 53' 55\"W	6.36
C31	14.86	15.00	50°44'32"	N02° 31' 39\"E	14.28
C32	7.07	4.50	90°00'00"	N45° 53' 55\"E	6.36
C33	1.57	1.00	90°00'00"	N44° 00' 05\"W	1.41
C34	1.75	1.00	100°23'30"	N40° 42' 10\"E	1.54
C35	6.25	4.50	79°36'30"	N89° 17' 30\"W	5.76
C36	7.07	4.50	90°00'00"	N45° 53' 55\"E	6.36
C37	43.98	28.00	90°00'00"	S44° 00' 05\"E	39.60

	Bituminous Concrete over Crushed Stone Base	Portland Cement Concrete over Crushed Stone Base
Truck Driveways	12 inches Asphalt Surface 5 inches Asphalt Surface 12 inches Crushed Stone (CA-6)	8 inches PCC 8 inches Crushed Stone (CA-6)
Truck Parking Lots	12 inches Asphalt Surface 12 inches Crushed Stone (CA-6)	8 inches PCC 8 inches Crushed Stone (CA-6)
Loading Docks	Not Applicable	8 inches PCC 8 inches Crushed Stone (CA-6)
Passenger/Vehicle Driveways	4 inches Asphalt Surface 12 inches Crushed Stone (CA-6)	Not Applicable
Passenger/Vehicle Parking Lots	3 inches Asphalt Surface 10 inches Crushed Stone (CA-6)	Not Applicable

\* PER GEOTECH REPORT BY APPLIED GEOSCIENCE INC. DATED 4/27/22 (AGI PRJ. NO. 22-110A)

ZONING DATA	
LOT COVERAGE	TOTAL LOT = 2.13 AC (92,909 SF)
BUILDING/PATIO	10,130 SF (11%)
HARDSCAPE	62,574 SF (67%)
LANDSCAPE	20,205 SF (22%)
PARKING REQ./PROVIDED	127 REQ. (15 STALLS/1,000 SF)/130 PROVIDED



3337 SUSAN STREET, SUITE 100  
COSTA MESA, CA 92626  
PHONE: 714.596.9960  
FAX: 714.596.9970  
www.lazydogrestaurants.com

THIS PLAN WAS PREPARED BY LAZY DOG RESTAURANTS. THE PROJECT AND THE DESIGN ARE THE PROPERTY OF LAZY DOG RESTAURANTS. NO PART OF THIS PLAN OR ANY INFORMATION HEREON SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LAZY DOG RESTAURANTS.

09/08/23 @LANDLORD & CITY SUBMITTAL  
10/05/23 @LANDLORD/CITY RE-SUBMITTAL  
11/13/23 @CITY RE-SUBMITTAL  
12/22/23 @CITY RE-SUBMITTAL

<input type="checkbox"/>	09/08/23 @LANDLORD & CITY SUBMITTAL
<input type="checkbox"/>	10/05/23 @LANDLORD/CITY RE-SUBMITTAL
<input type="checkbox"/>	11/13/23 @CITY RE-SUBMITTAL
<input type="checkbox"/>	12/22/23 @CITY RE-SUBMITTAL

THE ENCLAVE  
LOT 4  
ALCONQUIN, IL 60102



SHEET TITLE

SITE PLAN

DRAWN BY ANM  
CHECKED BY JGD  
SCALE 1"=20'  
JOB NO. PC 23034  
SHEET NUMBER

C1







**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: January 8, 2024

TO: President Sosine and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Employee Leasing Agreement for Community Development Work

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I am recommending that the Village enter into an agreement with GovTemps for the services of Joanne Kalchbrenner. Joanne will serve as an independent contractor working on community development projects for the Village, reporting to Patrick Knapp. It is anticipated that she will typically work 24 hours per week at a rate of \$112 per hour through June 14, 2024.

Joanne has a distinguished 36+ year career with experience in all planning, economic development, zoning, building, and code enforcement activities. She will be a valuable resource during the transition to fill the vacant Community Development Director position.

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by **GOVTEMPSUSA a division of MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the **VILLAGE OF ALGONQUIN** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Assigned Employee.** The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both GovTemps and the Client. GovTemps has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

**Section 2.01. Payment of Wages.** GovTemps will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with GovTemps and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor

Relations Act, the Employee Retirement Income Security Act (“ERISA”) of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

**Section 2.02. Workers’ Compensation.** To the extent required by applicable law, GovTemps will maintain in effect workers’ compensation coverage covering its Assigned Employee’s work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify GovTemps for the workers compensation claims of the Assigned Employee(s) and GovTemps agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold GovTemps harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

**Section 2.03. Employee Benefits.** GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employees. GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemps.** GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a “public employee” under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee” under Section 1-102 thereof with respect to the work performed for the Client hereunder.

**Section 2.07. Obligations of the Client.** Pursuant to this Agreement the Client covenants, agrees and acknowledges:

- (a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration (“OSHA”) statutes and regulations, and all other health and safety laws, regulations, ordinances, directives,



and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

### **SECTION 3 FEES PAYABLE TO GOVTEMPS**

**Section 3.01. Fees.** The Client will pay GovTemps fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02. Payment Method.** Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

### **SECTION 4 INSURANCE**

#### **Section 4.01. General and Professional Liability Insurance.**

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) GovTemps shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7

of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against GovTemps with relation thereto.

**Section 4.02. Certificate of Insurance.** Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

**Section 4.03. Automobile Liability Insurance.** The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Term and Effective Date.** The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this

Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

**Section 6.03. Survival.** The provisions of Section 6 survive the expiration or termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) GovTemps' breach of its obligations under this Agreement; (b) actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of GovTemps or any of the GovTemps Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

**Section 7.02. Indemnification by the Client.** The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the GovTemps parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully

pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of Section 7 survive the expiration or termination of this Agreement.

## **SECTION 8 MISCELLANEOUS PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

**Section 8.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

**Section 8.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

**Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

**Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 8.08. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.09. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.12. Force Majeure.** GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.



## SECTION 9 DISPUTE RESOLUTION

### Section 9.01.

#### **Mandatory Mediation/Arbitration.**

- (a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a “Claim”), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.
- (b) Mandatory Mediation. In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.
- (c) Mandatory Arbitration. Any Claim not resolved by mediation as set forth in paragraph 9.01(b) hereof (“the Mediation Claim”), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be

initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.

- (d) Hearings and Award. The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

## **SECTION 10 NOTICES**

**Section 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GovTemps/MGT Consulting  
630 Dundee Road Suite 225  
Northbrook, Illinois 60062  
Attention: Michael J. Earl  
Telephone: 224-261-8366  
Email: mearl@govhrusa.com

If to Client:

Village of Algonquin - Ganek Municipal Center  
2200 Harnish Dr  
Algonquin, IL 60102  
Attention: Tim Schloneger, Village Manager  
Telephone: 847-658-2752  
Email: timschloneger@algonquin.org

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

**GOVTEMPSUSA, A division of MGT of  
AMERICA CONSULTING, LLC**

By \_\_\_\_\_

Name: A. Trey Traviesa

Title: CEO – GovTemps/MGT Consulting

**CLIENT**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Assigned Employee and Base Compensation**

**ASSIGNED EMPLOYEE:** Joanne Kalchbrenner

**POSITION/ASSIGNMENT:** Planning Consultant

**POSITION TERM:** January 12, 2024 – June 14, 2024

Unless either party provides notice, the agreement will automatically be renewed on a bi-weekly basis.

Either party may terminate the agreement at any time by providing two weeks advance written notice.

**BASE COMPENSATION:** \$112/hour. Hours per week will vary but are anticipated to average 24 hours/week. In the event of work in excess of 40 hours/week, the overtime rate will be \$168/hour. Hours should be reported via email to [payroll@govtempsusa.com](mailto:payroll@govtempsusa.com) on the Monday after the prior work week. Municipality will be invoiced every other week for hours worked.

*The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.*

**GOVTEMPSUSA/ MGT CONSULTING**

**CLIENT:**

By: 

By: \_\_\_\_\_

Date: 1/7/2024

Date: \_\_\_\_\_

*This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.*

**EXHIBIT B**  
**Summary of Benefits**

DOES NOT APPLY





**VILLAGE OF ALGONQUIN**  
**PUBLIC WORKS DEPARTMENT**

**– M E M O R A N D U M –**

DATE: January 16, 2024

TO: Tim Schloneger, Village Manager

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Storm Sewer Lining

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The Village has numerous storm sewers in need of rehabilitation. Many of these deficiencies can be addressed by lining which is far less disruptive and cost effective than digging them up for repairs. The storm sewer assessment for lining considers age, material, number of cracks, number of joint separations, root intrusion, and location of the storm pipe.

Algonquin received two proposals for lining the storm sewer at five locations totaling 762LF.

Proposals

National Power Rodding - \$165,000.00

Visu-Sewer of Illinois, LLC - \$91,160.00

Locations

15"- Brookside Ave.

15"- Parkview Terrace S.

12"- Applewood Ln & Tanglewood Dr.

18"- Parkwood Cir.

18"- Skyline Dr.

This fiscal year, we budgeted \$160,000.00 in account 26900300-43370 for storm sewer lining within our drainage fund. Thus, it is staff's recommendation that the Committee of the Whole recommend to the Village Board award of the Storm Sewer Lining project to Visu-Sewer of Illinois, LLC, for \$91,160.00

**Summary**

1. Five locations throughout the Village need to have the storm sewers lined due to condition and location.
2. Two proposals came back with Visu-Sewer of Illinois, LLC being the lowest.
3. Sufficient funds are/will be available within the Natural Area/Drainage budget to cover this cost.

## Proposal for Algonquin, IL

To: Mike Harris  
**Algonquin, IL**

From: Dave Alexander  
**Visu-Sewer of IL**

**Date: 12/20/2023**

**Project: Miscellaneous Storm Sewer Lining**

**Visu-Sewer of Illinois, LLC** is pleased to provide the following quotation for:

- ☒ CIPP Sewer Lining   
 ☐ CCTV Services   
 ☐ Grouting: Test/Seal   
 ☐ Grouting: Structures   
 ☐ Grouting: Lateral Sealing  
☐ Smoke Testing   
☐ Manhole Inspection   
☐ Cementitious Coatings   
☐ Epoxy Coatings   
☐ CIPM Structural Lining  
☐ Other Services Describe:

### Project Pricing

Pay Item	Description	Unit(s)	U/M	Unit Price	Total
<b>CIPP Lining Single Line Segments</b>					
1	CIPP Line 15" Storm Sewer in Brookside	185	LF	\$ 127.50	\$ 23,587.50
2	CIPP Line 15" Storm Sewer in Parkview	230	LF	\$ 105.50	\$ 24,265.00
3	CIPP Line 12" Storm Sewers in Tanglewood	38	LF	\$ 315.00	\$ 11,970.00
4	CIPP Line 18" Storm Sewer on Parkwood	139	LF	\$ 165.00	\$ 22,935.00
5	CIPP Line 18" Storm Sewer on Skyline	170	LF	\$ 165.00	\$ 28,050.00
					<b>\$ 110,807.50</b>
<b>Combined CIPP Lining Storm Segments</b>					
A	CIPP Line 12" Storm Sewers	38	LF	\$ 220.00	\$ 8,360.00
B	CIPP Line 15" Storm Sewers	415	LF	\$ 99.00	\$ 41,085.00
C	CIPP Line 18" Storm Sewers	309	LF	\$ 135.00	\$ 41,715.00
	Combined Sewer Lining Segments				
	Assumes One Mobilization				<b>\$ 91,160.00</b>

**Visu-SEWER OF ILLINOIS, LLC**

\* 9014 S THOMAS AVE BRIDGEVIEW, IL 60455 \* 708.237.0340 (O) 708.237.0360 (F) 708.774.5964 (C) \*

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



### Notes to this proposal:

1. Visu-Sewer will provide labor, material and equipment required to complete the work per the project specifications.
2. ☒ Light Cleaning? Two *pass or less with the sewer jetter nozzle/hose.*
3. ☒ Heavy Cleaning? *More than two pass with the sewer jetter nozzle/hose or if root cutting is required. Heavy cleaning rates will apply to the entire line segment. \*\*\* IF REQUIRED, will be billed at \$400 per hour/\$500 after 8 hours \*\*\**
4. ☐ Time and Materials? *Pricing is port-to-port (our shop to the jobsite and back). There is a four (4) hour minimum billing.*
5. ☐ Day Rate/Lump Sum? *The work quoted will be done on a "day-rate-basis" or a "lump-sum-basis" as quoted above and pertaining to this specific job.*
6. *If Visu-Sewer is required to provide a bond, please add two percent (2%) to these prices.*
7. Algonquin shall provide water from nearby hydrants at no charge to Visu-Sewer. If water is not available, there will be a \$800 charge applied to the invoice for water.
8. Algonquin shall provide a dump site for captured debris at no charge to Visu-Sewer. If no dump site is available, debris will be dumped at an approved dump site or transfer station, and an \$80 per ton charge will be applied to the invoice. \*\*\* If Required \*\*\*
9. Basic traffic control included in this proposal? Yes
10. Algonquin is required to provide all permits, water meter/permits, and all traffic control beyond cones and signs.
11. *Algonquin shall provide access to all manholes/outfalls and expose/clear/grub these manholes before our mobilization.*
12. Rates quoted are based upon award of the entire proposal and all aspects will be self-completed by Visu-Sewer.

If you have questions concerning this proposal, please contact Dave Alexander at **708.237.0340** (Office) or **414.791.0437** (Cell).

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for the costs associated with excavation, repairs, or restoration. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer of Illinois, LLC is authorized to do the work as specified.

**VISU-SEWER OF ILLINOIS, LLC**

\* 9014 S THOMAS AVE BRIDGEVIEW, IL 60455 \* 708.237.0340 (O) 708.237.0360 (F) 708.774.5964 (C) \*

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**IF THIS PROPOSAL MEETS YOUR APPROVAL, PLEASE SIGN AND EMAIL OR FAX A COPY TO:**Email - [david@visu-sewer.com](mailto:david@visu-sewer.com)

Fax – 708.237.0360

**THIS WILL AUTHORIZE VISU-SEWER TO DO THIS WORK.****Abbreviations:***EA= per each  
LF= linear foot**GAL= per gallon  
SF= square foot**HR= hourly or per hour  
TBD= to be determined**LS= lump sum      DAY = daily rate  
VF= vertical foot***VISU-SEWER OF ILLINOIS, LLC**

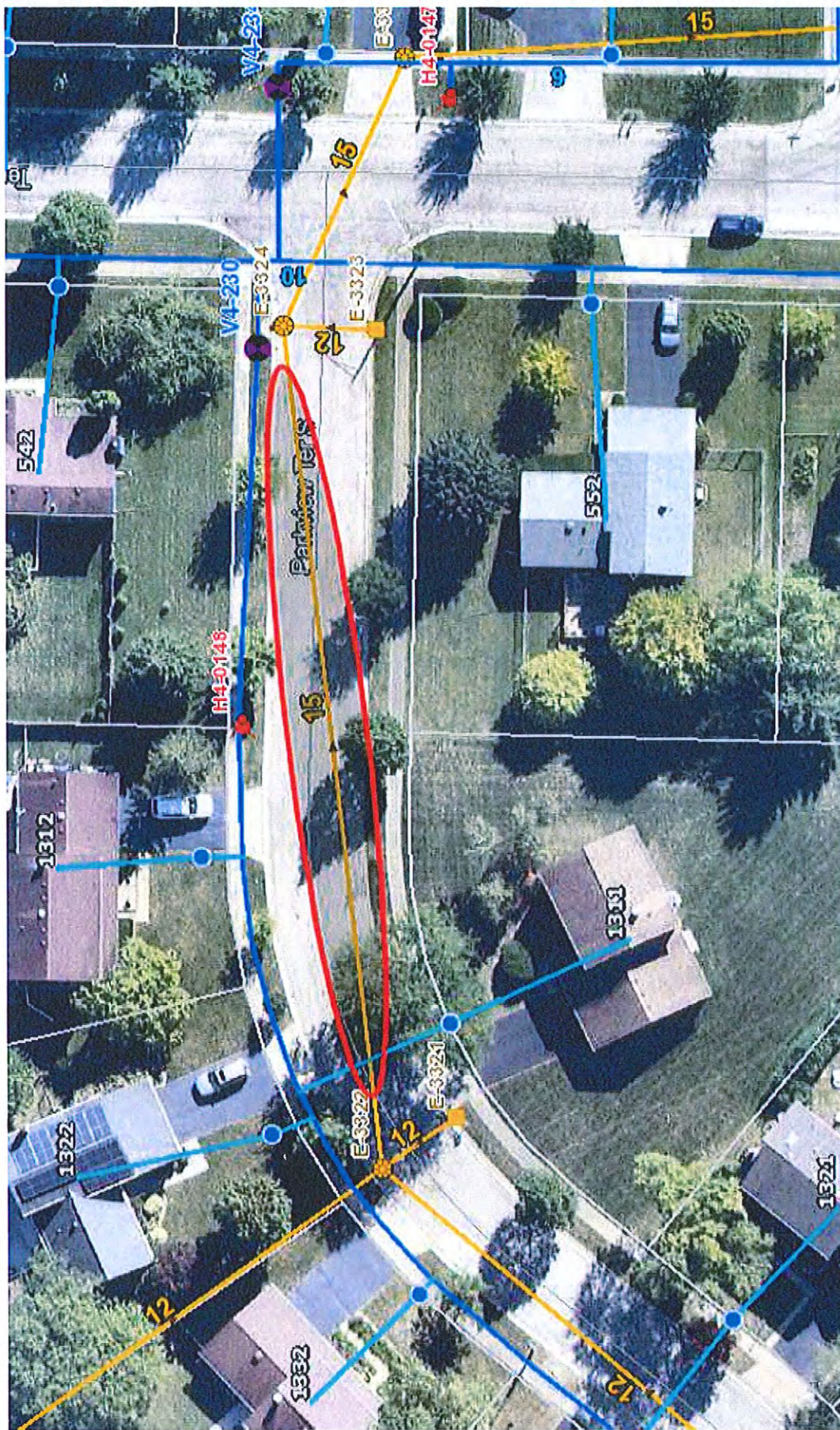
\* 9014 S THOMAS AVE BRIDGEVIEW, IL 60455 \* 708.237.0340 (O) 708.237.0360 (F) 708.774.5964 (C) \*

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

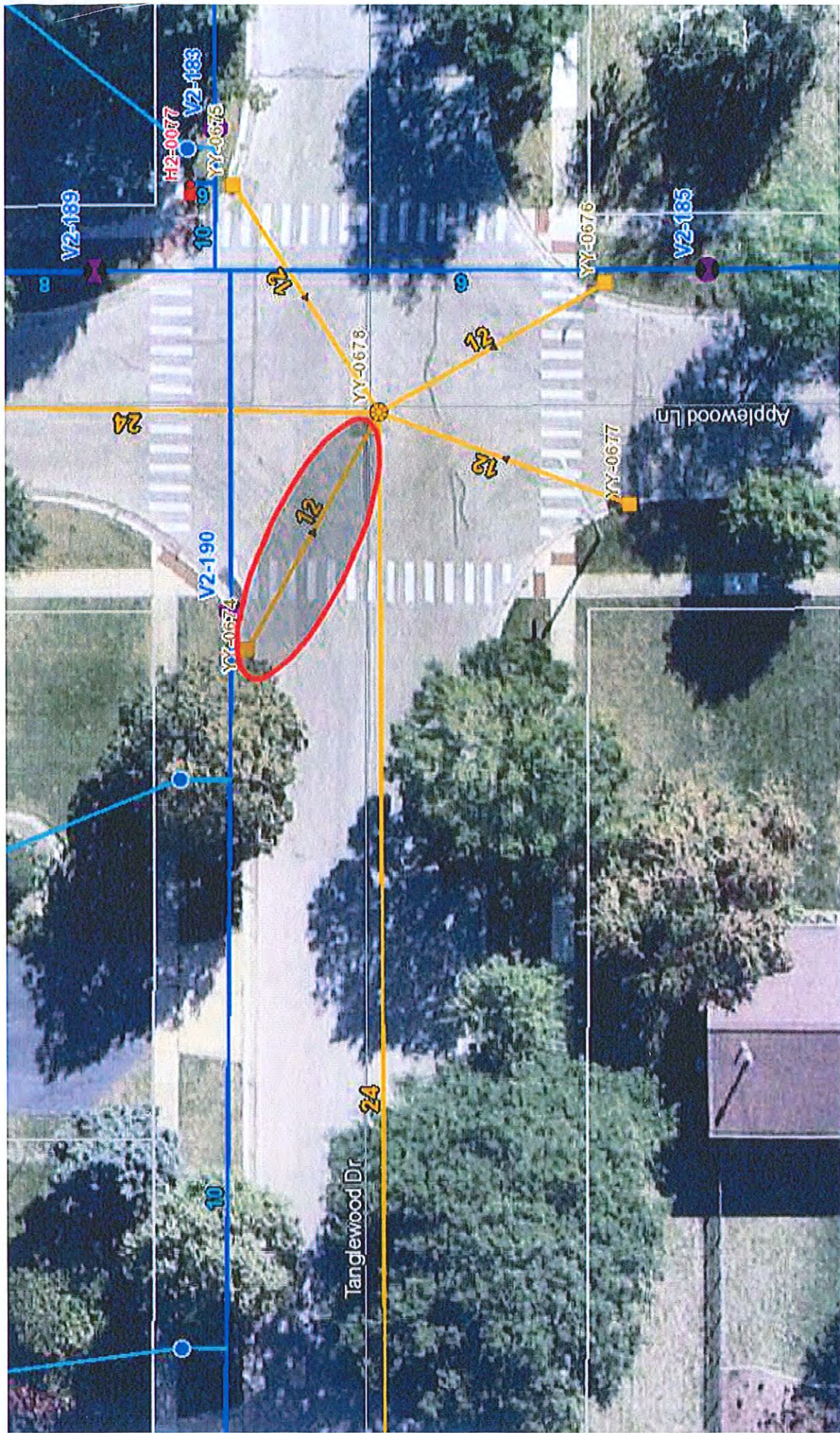








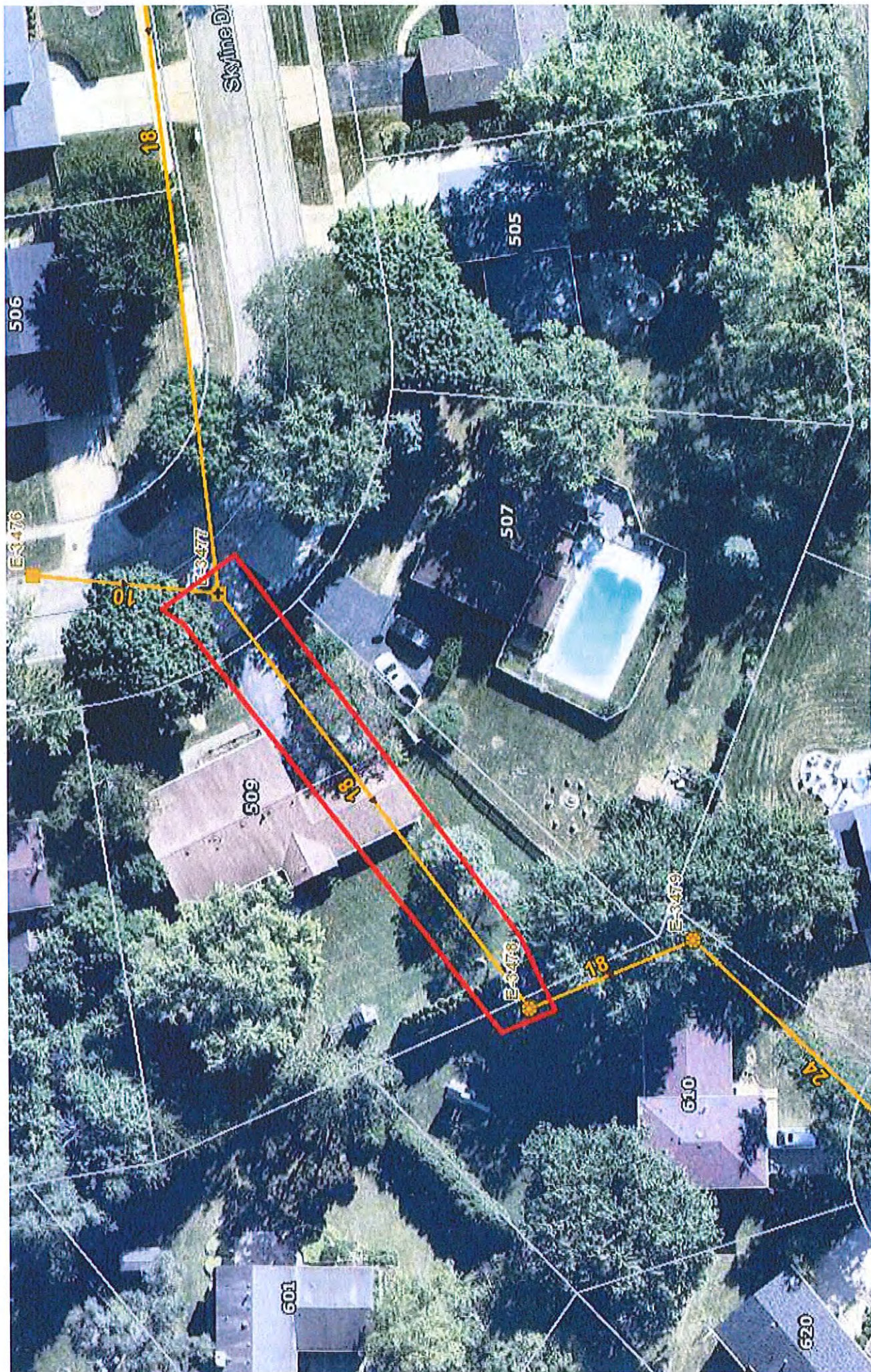














**VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)**

Effective Date: \_\_\_\_\_

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule B – Contract Price; Schedule C – Insurance; Schedule D – Supplemental Terms and Conditions.** No additional or contrary terms stated in the Vendor's acknowledgment or other response shall be deemed a part of this Agreement.

Project: Storm Sewer CIPP	Location: Various storm sewer pipe locations.
Originating Department: <b>Village of Algonquin Public Works</b>	
<b>Owner</b>	<b>Vendor</b>
<b>Name :</b> Village of Algonquin <b>Address:</b> 2200 Harnish Drive Algonquin, IL 60102 <b>Phone:</b> 847-658-2754 <b>Contact:</b> Jason Miller	<b>Name:</b> Visu-Sewer <b>Address:</b> 9014 S. Thomas Ave Bridgeview, IL 60455 <b>Contact:</b> David Alexander <b>Phone:</b> 708-237-0340 <b>Email:</b> David@visu-sewer.com

**X** PREVAILING WAGE NOTICE: If this box is checked, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Agreement is:

X Lump Sum: \$91,160.00    X Not to Exceed: \$91,160.00    X Price as set forth in Schedule B    X Unit Price as set forth below:

Quantity	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
1	762 LF	Cure in place pipe lining of multiple storm pipe defects.	\$91,160.00

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is \_\_\_\_\_, 2024.

ACCEPTANCE OF AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

**VENDOR:**

**VILLAGE OF ALGONQUIN**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Representative of Vendor authorized to  
execute Purchase Order Agreement**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## TERMS AND CONDITIONS

**1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.

**2. Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.

**3. Familiarity with Plans; Qualifications:** Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.

**4. Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

**5. Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.

**6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

**7. Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.

**8. Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.

**9. Vendor Warranty:** Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

## **10. Insurance:**

**10.1** Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

**10.2** If required by Owner, Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

**10.3** Breach of this paragraph is a material breach subject to immediate termination.

## **11. Indemnity:**

**11.1** Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

**11.2** In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

**11.3** In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

**12. Termination: Force Majeure:** In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

**13. Remedies:** Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

**14. Compliance With Laws:** During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

**15. Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Order.

**16. Records, Reports and Information:** Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

**17. Tobacco Use:** Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

**18. Assignment:** Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

**19. Limitation of Liability; Third Party Liability:** In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

**20. Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Vendor and Owner with respect to such future performance shall continue in full force and effect.

**21. Controlling Law, Severability:** The validity of this Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.