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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2020-R-094**

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**A RESOLUTION APPROVING AN AMENDMENT TO AN EXISTING CONTRACT  
FOR PROFESSIONAL BUILDING REVIEW AND INSPECTIONS SERVICES WITH  
RICK DANDAN (DBA LAKESIDE CONSULTANTS)**

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**JACOB C. VANDENBERG, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG  
WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
MICHAEL W. GLOTZ  
MICHAEL G. MUELLER  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**VILLAGE OF TINLEY PARK**  
Cook County, Illinois  
Will County, Illinois

**RESOLUTION NO. 2020-R-094**

**A RESOLUTION APPROVING AN AMENDMENT TO AN EXISTING CONTRACT  
FOR PROFESSIONAL BUILDING REVIEW AND INSPECTIONS SERVICES WITH  
RICK DANDAN (DBA LAKESIDE CONSULTANTS)**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Rick Dandan (dba Lakeside Consultants), a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

PASSED THIS 29<sup>th</sup> day of September, 2020.

AYES: Berg, Brady, Brennan, Glotz, Mueller

NAYS: None

ABSENT: Galante

APPROVED THIS 29<sup>th</sup> day of September, 2020.

  
VILLAGE PRESIDENT PRO-TEM

ATTEST:

  
VILLAGE CLERK

# **EXHIBIT 1**

## **PROFESSIONAL SERVICES AGREEMENT**

### **BUILDING INSPECTION AND PLAN REVIEW SERVICES**

**RICK DANDAN**

**(DBA LAKESIDE CONSULTANTS)**

**PROFESSIONAL SERVICES AGREEMENT**  
Building Inspection and Plan Review Services  
Dated 9.22.2020

**SERVICES PROVIDED**

Rick Dandan (DBA Lakeside Consultants) and any needed designee inspectors or plan reviewers on his end will provide building permit plan review and inspection, and miscellaneous related administrative support services including but not limited to potential attendance and representation at the local administrative adjudication court and Building Committee for Illinois as an independent contractor and subject to the terms and conditions of this Agreement. All inspection services and interaction with property and business owners on behalf of the Village of Tinley Park under this Agreement will be conducted in a professional and respectful manner.

Rick Dandan (DBA Lakeside Consultants) or his designee shall dress in manner that represents the Village of Tinley Park in a professional manner and shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure, and other equipment as determined to provide a quality inspection.

Rick Dandan (DBA Lakeside Consultants) or his designee shall utilize the forms and checklist used by the Village of Tinley Park and shall follow inspection protocol as outlined by the Community Development Director Rick Dandan (DBA Lakeside Consultants) or his designee shall utilize their personal vehicle to conduct inspections.

Unless otherwise approved by the City's Community Development Director, Rick Dandan (DBA Lakeside Consultants) or his designee shall perform inspections and related code enforcement work for the Village of Tinley Park during normal business hours Monday-Friday as needed and agreed upon by both parties. Total number of hours or performed inspections/plan reviews in any given week will be as authorized by the Community Development Director or Building Official.

Service provided under this Agreement shall be billed in accordance with the fee schedule attached as **Exhibit C**.

**TERM OF AGREEMENT**

This Agreement shall be in full force and effect upon execution by the parties. This Agreement may be terminated at any time by either party for any reason by giving written notification to the other party. Notification to the Village of Tinley Park shall be provided directly to the Community Development Director.

**INSURANCE**

Rick Dandan (DBA Lakeside Consultants) or his designee shall, during the term hereof, maintain at its sole cost and expense, comprehensive general liability insurance against claims for bodily injury, death, or property damage occurring as a result of its employee's actions in the course of this Agreement in the amount of a minimum of \$2,000,000 combined single limits. Said Insurance shall name the Village of Tinley Park as an additional insured and shall include a provision for cancellation only upon 30 days prior

notice to the Village of Tinley Park. Rick Dandan (DBA Lakeside Consultants) shall provide the Village of Tinley Park with a Certificate of Insurance confirming compliance with these requirements.

In addition, Rick Dandan (DBA Lakeside Consultants) shall provide the Village of Tinley Park with an executed copy of the Hold Harmless Agreement attached hereto as Exhibit B prior to performing any work as an independent contractor for the Village of Tinley Park.

**INDEPENDENT CONTRACTOR**

It is agreed that Rick Dandan (DBA Lakeside Consultants) or his designee is an independent contractor and not an employee of the Village of Tinley Park and is not entitled to any employment benefits available to employees by policies or laws, including but not limited to the Illinois Worker's Compensation Act.

**BILLING OF SERVICES**

Rick Dandan (DBA Lakeside Consultants) shall provide a statement for services rendered each month. The statement shall clearly state number of hours, inspections, plan reviews and type of work performed.

**MODIFICATIONS**

This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended, or modified except by a written amendment executed by the duly authorized agent of the Village of Tinley Park and Rick Dandan (DBA Lakeside Consultants).

**ENFORCEABILITY**

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

Accepted By Rick Dandan  
Print Rick Dandan  
Title Principal  
Lakeside  
CONSULTANTS  
9.22.20

Accepted By Michael W. Glotz  
Print Michael W. Glotz  
Title Village President Pro-Tem

## **EXHIBIT A**

### **Tinley Park Consulting Fee Schedule**

#### **Inspections:**

Residential/Commercial: \$40.00 per inspection (includes building,electric,hvac,energy,plumbing).

Residential Small Scale: \$35.00 per inspection (includes decks,porches,driveway,concrete,etc).

All Re-Inspections: \$35.00 per inspection

Property Maintenance/Code Enforcement/Office Time \$40.00 per hour

#### **Plan/Code Review:**

Residential Small Scale  
(driveways, patios,etc) \$40.00 per hour

Residential Garages\* \$75.00

Residential Interior Remodel\* \$125.00

Residential Additions\* \$225.00

Residential New Single Family \$375.00

Commercial \* Percentage of construction cost (0.0025%)  
\* Min. \$150.00

Re-Submittals \* Office Time, no extra charge.

STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-094, “A RESOLUTION APPROVING AN AMENDMENT TO AN EXISTING CONTRACT FOR PROFESSIONAL BUILDING REVIEW AND INSPECTIONS SERVICES WITH RICK DANDAN (DBA LAKESIDE CONSULTANTS),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 29, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK