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

RESOLUTION
NO. 2021-R-105

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$90,000

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

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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 approving a staffing agreement with Bettenhausen and Associates, LLC, a true and correct copy of such agreement 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 Agreement 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said Contract Extension to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

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.

ADOPTED this 2nd day of November, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 2nd day of November, 2021, by the President of the Village of Tinley Park.



Village President

ATTEST:


Village Clerk

EXHIBIT 1

**AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR
AN AMOUNT NOT TO EXCEED \$90,000**

INDEPENDENT CONTRACTOR AGREEMENT
TO PROVIDE PROFESSIONAL SERVICES AS INTERIM TREASURER/FINANCE
DIRECTOR AND DEPARTMENT SERVICES FOR THE VILLAGE OF TINLEY PARK

This Professional Services Independent Contractor Agreement ("Agreement") is made this 2nd day of November, 2021, by and between the Village of Tinley Park, Illinois, ("VILLAGE") and Bettenhausen & Associates LLC ("BA LLC"). The VILLAGE and BA LLC may be referred to herein individually as "Party" or collectively as the "Parties."

1. **DEFINITION OF BA LLC.** As used in this Agreement, BA LLC shall be construed to include all of BA LLC' s officers, directors, members, managers, employees and agents.

2. **SERVICES.** BA LLC agrees to provide professional services as described in **EXHIBIT A** to this Agreement. The performance of the services by BA LLC under this Agreement shall not be construed as creating any employment relationship or employment contract or partnership or joint venture relationship between the VILLAGE and BA LLC. Professional Services will include:
 - A. Provide administrative assistance to the Finance Department and support the execution of the Department's Operating Plan.

 - B. Provide assistance with the Village's recently initiated bond issue.
 - I. Meetings/calls with rating agency(ies)
 - ii. Review of Preliminary Offering Statement
 - iii. Completion of issuance documentation
 - iv. Monitoring spend-out of proceeds to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.

 - C. Assist Finance staff in finalizing FY2021 audit report and related filings.

 - D. Supervise completion of Annual TIF reporting for FY 2021 and provide other related TIF analysis and assistance.

 - E. Assist in the process of assembling and preparing the FY 2023 budget.

 - F. Assist in the evaluation and selection process for new ERP (enterprise resource program) financial, and related software applications.

 - G. Revenue and incentive tracking.

- H. Monitor tax exempt status of Village property acquisitions since 2018. Continue to work with Cook County regarding properties to be acquired through the No Cash Bid (NCB) program and related tax exemption applications.
- I. Review and update written procedures and guidance regarding Finance and related activities. Where feasible, provide training to Finance and Administrative staff relative to such activities.
- J. Assist in the recruitment of the permanent Treasurer/Finance Director.
- K. BA LLC agrees to provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization.

3. **TERM.** The Term of the agreement shall commence on 3 November, 2021 and shall be for six (6) months from start of agreement, unless earlier terminated in accordance with paragraph 10. The professional services work will coincide with the needs of the VILLAGE to address issues in the Finance Department. In accordance with **Exhibit A** to this Agreement, the Village Manager shall provide a three week notice of project completion to permit project assignment closeout and any final report preparation.

1

4. **COMPENSATION.** The compensation will be for the completion of the Professional Services elements as described in **Exhibit A** to this agreement. Additional work elements as may be requested by the Village will be priced subject to the approval of the parties.

BA LLC shall provide a monthly invoice to the Village Manager or his designee. The VILLAGE shall make payment to BA LLC within thirty (30) days thereafter, subject to the approval of the rules governing the VILLAGE. In compliance with Village requirements, BA LLC will provide a W-9 prior to the first payment. No deductions of any kind whatsoever shall be made by the VILLAGE to any compensation paid to BA LLC for any and all applicable federal, state, local and other taxes and deductions, which shall remain the sole and exclusive obligation of BA LLC.

5. **INDEPENDENT CONTRACTOR STATUS.** BA LLC is retained by the VILLAGE only for the purposes and to the extent set forth in this Agreement, and BA LLC' s relation to the VILLAGE shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. BA LLC shall be free to dispose of such portion of its entire time, energy and skill during regular business hours when BA LLC is not obligated to devote time and

services hereunder to the VILLAGE, in such manner as BA LLC sees fit and to such persons, firms or corporations as BA LLC deems advisable. It is acknowledged that at all times BA LLC is separate and independent from the VILLAGE and that BA LLC will utilize a high level of skill necessary to perform the services under this Agreement.

- A. Not an Employee. BA LLC shall not be considered as having an employee status, nor shall the VILLAGE withhold any sums for the payment of income taxes or FICA taxes, nor shall BA LLC be entitled to participate in any plans, arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular full-time or part-time employees of the VILLAGE. As an independent contractor, it is the responsibility of BA LLC to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession. As an independent contractor, BA LLC agrees that it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the VILLAGE and agrees not to file such claims in the event this Agreement is terminated. BA LLC agrees to assume all risk of death, illness and injury relative to performing all services under this Agreement. BA LLC understands and agrees that, as an independent contractor, it is not an employee of the VILLAGE for any purposes of any kind and all state, federal and county laws or regulations that apply to or provide benefits or protections to employees do not apply to it, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, et seq.).
- B. No Insurance Provided by System. The VILLAGE will not provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance or other employee benefits for or on behalf of BA LLC.

- 6. **INDEMNIFICATION.** BA LLC agrees to defend, indemnify and hold harmless the VILLAGE, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with BA LLC' s performance of the terms of this Agreement, except to the extent that those

claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the VILLAGE, its representatives, officers, trustees, agents and employees.

The scope of BA LLC's indemnification shall include, but is not limited to:

- A. Any negligent, tortuous or wrongful act or omission of the BA LLC, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including BA LLC, its officers, agents, employees, and licensees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
 - B. Loss or damage of any kind resulting from the BA LLC's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the BA LLC.
7. **INSURANCE**. As part of the indemnification required by this Agreement, but without limiting the same, BA LLC agrees to carry, during the term of this Agreement, at its expense, public liability insurance, including, but not limited to coverage for bodily injury, death, and property damage written on the comprehensive form, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
8. **EQUIPMENT**. The VILLAGE will provide an office space and any equipment (e.g., computers), and clerical support to BA LLC to the extent that it is presently available.
9. **CONFIDENTIALITY**. BA LLC agrees to maintain the confidentiality of all VILLAGE information and documents received or obtained or learned as part of attending VILLAGE meetings and/or executive sessions or in performing its duties under this Agreement, unless specifically directed to release such information or documents by the VILLAGE or a court order or government regulatory agency order. BA LLC agrees that all conversations by attendees of and any information or documents reviewed or discussed in any executive session are confidential and shall not be disclosed or released by BA LLC, unless specifically directed to release such information or documents by the VILLAGE, a court order or government regulatory agency order. BA LLC shall faithfully adhere to the requirements of this Agreement and the professional ethical principles applicable hereto, including, but limited to, the ICMA Code of Ethics, and shall avoid all personal acts that might injure the reputation of the VILLAGE or undermine the business transactions and other operations of the VILLAGE.

10. **TERMINATION.**
- A. The Village may terminate this Agreement without cause upon thirty (30) days written notice to BA LLC. In the event of termination pursuant to this paragraph (10. A.), the Village shall pay BA LLC any Fees then due and payable for any Services completed up to and including the date of such termination.
 - B. The Village may terminate this Agreement in the event that BA LLC breaches this Agreement.
 - i. The Village shall provide written notice to BA LLC promptly after a breach has been identified.
 - ii. BA LLC shall cure such breach within ten (10) days after receipt of said written notice.
 - iii. If the breach is not cured, or such breach is incapable of cure, the termination of the agreement will become effective immediately thereafter.
11. **WAIVER AND ASSUMPTION OF LIABILITY.** BA LLC assumes all risks and liability for personal injuries or illness of any kind or death that might occur while performing any services or acting under this Agreement. BA LLC assumes all risks, liability and responsibility for its personal property while performing any services under this Agreement. BA LLC agrees to waive any claims or causes of action of any kind against the VILLAGE, except for non-payment for actual services rendered under this Agreement.
12. **APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook or Will County, Illinois, as determined by the VILLAGE and the Parties agree to voluntarily submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.
13. **ASSIGNMENT.** This Agreement may not be assigned, transferred or conveyed by BA LLC without the prior written consent of the VILLAGE.
14. **NOTICES.** All written notices of any kind to be given or delivered under this Agreement shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid. Such notices shall be sent to the Parties at their respective addresses as follows:

If to the VILLAGE:
Mr. Patrick Carr, Village Manager
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

With a copy to:
Village President Michael Glotz
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

If to Bettenhausen Associates LLC:
Brad Bettenhausen
Bettenhausen & Associates LLC
16620 Fulton Ter
Tinley Park, IL 60477-1908

15. **AUTHORITY**. This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the authorities of said entity, who have acted by motion or approved a resolution (in the VILLAGE's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.
16. **EFFECTIVE DATE**. This Agreement shall become effective on the date of the last signatory to sign and authorize this Agreement.

VILLAGE OF TINLEY PARK, ILLINOIS



Michael Glotz
Village President

Date November 2, 2021

Bettenhausen & Associates LLC



Brad Bettenhausen
Managing Director

Date 2 Nov 2021

EXHIBIT A

The Managing Director of BA LLC, is a Certified Public Accountant with over forty years of experience in public and governmental accounting, including previously serving as the Village's Treasurer/Finance Director for over 37 years spanning across five decades. There are few individuals that can bring both the governmental accounting and financial background and institutional knowledge of Tinley Park (as well as its history) to the table to address the current crisis created by the unexpected and untimely departure of the Treasurer/Finance Director with a minimum of familiarization lead time required. In other words, BA LLC can hit the ground running.

BA LLC has identified key work elements with importance to the Village of Tinley Park. The work plan itself will proceed with concurrent work plan tasks, as all of the issues BA LLC has identified are very important to Tinley Park. There are some functions, that are foreseen as being potentially beneficial to be handled on an ongoing basis over a longer horizon to assist the overall finance and administration activities and staff transitions. Upon approval of the agreement, BA LLC and the Village Manager will identify the specific tasks and priorities. The identified tasks include:

1. Provide administrative assistance to the Finance Department and support the execution of the Department's Operating Plan.
2. Provide assistance with the Village's recently initiated bond issue.
BA LLC's Principal Consultant has been through the bond rating calls and issuance process numerous times and very familiar with the requirements. BA LLC would suggest that Assistant Village Manager Hannah Lipman, and at least one of the senior finance staff member, assist in this process so that BA LLC' Principal Consultant may provide training for the future and hopefully transfer some institutional knowledge in the process.
 - A. Meetings/calls with rating agency(ies)
Institutional knowledge of the Village and its financial position should aid in presenting the Village in the best light possible and answer questions that may be posed.
 - B. Review of Preliminary Offering Statement
 - C. Completion of issuance documentation
 - D. Monitoring spend-out of proceeds to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.
3. Assist Finance staff in finalizing FY2021 audit report and related filings.
 - A. State Comptroller
 - B. County Clerks
 - C. Cook County Treasurer Debt Disclosure Ordinance (DDO)

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- D. Participation in the GFOA Certificate of Achievement program
4. Supervise completion of Annual TIF reporting for FY 2021 and provide other related TIF analysis and assistance.
 - A. Filings with State Comptroller
 - B. Distribution of copies to Joint Review Board overlapping taxing bodies
 - C. TIF activity monitoring including TIF EAV analysis, incremental property tax projections, Tax Base analysis.
 - I. For potential new projects
 - ii. For existing TIF incentive agreements
 - iii. For overall TIF status
 - D. Prepare charts and graphs to be utilized for annual Joint Review Board meetings and for presentation to the Village Board.
 5. Assist Finance and administrative staff in the process of assembling and preparing the FY 2023 budget.
 6. Assist in the evaluation and selection process for new ERP (enterprise resource program) financial, and related software applications.
 7. Revenue and incentive tracking.
 - A. Sales Tax
(This will require updated authorizations under the Reciprocal Information Exchange agreement with the Illinois Department of Revenue. BA LLC will assist in preparing the necessary documents.)
 - B. State Revenue Distributions
(Income/LGDF, MFT, Cannabis, Video Gaming, etc.)
 - C. Incentive tracking
It is important to remain on top of the various existing incentive agreements and payments in order to not default on the Village's obligations under these arrangements. With familiarity of the requirements and timetables under agreements approved prior to June 2021, BA LLC would also review any incentive payments paid subsequent to June 2021 to assure that they have been calculated properly.
 - D. Confirm that any newly approved/activated sales tax incentive disclosures have been filed with Illinois Department of Revenue as required by state statute.
 - E. Assist with implementation of the approved Storage Facilities Tax. Shortly after adoption, action had been deferred in 2020 due to COVID and it is unlikely it has moved forward to live status.
 - F. Assist in reviewing/implementing other revenue options (e.g. Food and Beverage Tax).

8. Assess status of Village grants and reporting requirements. Assist Finance staff as necessary.
9. Monitor Village real estate property records
 - I. Monitor status of tax exemption applications pending at end of June 2021, and any parcels that may have been subsequently acquired by the Village. The tax exempt status of two Village property acquisitions in 2018 had not been approved as of June 2021 and continued monitoring of status is required.
 - ii. Properties to be acquired through the Cook County No Cash Bid (NCB) program and related tax exemption applications.
 - A. Continue monitoring the status of properties that the Village is attempting to acquire through the NCB program that remained pending and in limbo due to COVID delays at end of June 2021.
 - B. Prepare any related reporting required to the County.
 - C. Review and monitor for additional potential parcels that the Village would benefit by acquisition through the NCB and related programs.
 - iii. Annual Tax Exemption filings with Cook and Will Counties for Village owned properties.
 - iv. Provide training to appropriate finance and administrative staff relative to this annual process/requirement.
10. Property tax levy

BA LLC is aware that the Village Board has already provided its required determination of estimate of levy reflecting a 1% increase over the prior year.

 - I. Review the levy ordinance and related tax abatement ordinances prior to adoption.
 - ii. Assist the Deputy Clerk with the preparation of appropriate Certificate of Compliance with regard to the Truth in Taxation Act to be submitted with the approved levy.
 - iii. Assist the Deputy Clerk with County filings of adopted ordinances.
 - iv. Provide additional training to appropriate finance and administrative staff relative to this process for the future.
11. Review and update written procedures and guidance regarding Finance and related activities. Where feasible, provide training to Finance and Administrative staff relative to such activities in an attempt to transfer institutional knowledge and promote greater "self-sufficiency" amongst the Finance and Management teams going forward.
12. Assist Finance staff prepare for the pending retirement of Eileen Scholz at the end of 2021, including further emphasis on cross-training and written documentation of processes and procedures.

13. Assist with the ERP (Enterprise Resource Program) financial software selection and implementation.

As the current ERP software is nearing its end of life (i.e. will soon be no longer supported by the software company), it is critical that this process not be delayed or stalled. It has long been a Village goal and objective that financial activities are directly integrated into the ERP as much as possible or have direct interfaces to the selected ERP. (By an analogy - stimulating the growth of one big tree, rather than a forest of small trees). Integration with the ERP is viewed as critically important for related applications such as HR software that is being considered.

14. Assist in the recruitment process of the new Treasurer/Finance Director.
15. BA LLC agrees to provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization.

Other Terms

Brad Bettenhausen will serve as Principal Consultant under this agreement.

The Tinley Park engagement is complex and some tasks are under a tight time line, but both are expected to be well within the capabilities of BA LLC and its representatives to execute and perform the required tasks.

While BA LLC will be heavily relying on Department personnel for support, some additional support may be necessary; Associate Consulting time could also be required to help in the project work elements. BA LLC envisions spending no more than three days a week on site, with possibly some exceptions as may be required from time to time due to the task or activity.

Billing rates:

Principal Consultant \$150 per hour

Associate Consultant \$125 per hour (if required)

Out of pocket costs, if any, will be billed in addition to the above amounts.

Transportation to and from the Village is not charged, and will not be included in the billing.



Brad Bettenhausen
Managing Director
Bettenhausen & Associates LLC

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. 2021-R-105, "A RESOLUTION AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$90,000," which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 2, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2nd day of November, 2021.



KRISTIN A. THIRION, VILLAGE CLERK