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

RESOLUTION
NO. 2018-R-070

**A RESOLUTION APPROVING A REVOCABLE ENCROACHMENT LICENSE AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND BANGING GAVEL, LLC.**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
MICHAEL J. MANGIN
Board of Trustees

RESOLUTION NO. 2018-R-070

A RESOLUTION APPROVING A REVOCABLE ENCROACHMENT LICENSE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BANGING GAVEL, LLC.

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 License Agreement with Banging Gavel, LLC, a true and correct copy of such License 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 Agreement 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 Agreement.

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

ADOPTED this 18th day of September, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: None

APPROVED this 18th day of September, 2018, by the President of the Village of Tinley Park.

ATTEST: 
Village Clerk



Village President

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. 2018-R-070, "A RESOLUTION APPROVING A REVOCABLE ENCROACHMENT LICENSE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BANGING GAVEL, LLC.," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 18, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____ 2018.



KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

BANGING GAVEL, LLC LICENSE AGREEMENT

REVOCABLE ENCROACHMENT LICENSE AGREEMENT

THIS AGREEMENT is made this 19th day of September 2018, by and between the Village of Tinley Park (the "Village") and Banging Gavel, LLC. ("Licensee").

For and in consideration of the sum of one dollar (\$1.00) paid by the Licensee to Village, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

Licensee wishes to acquire a license allowing certain existing and future structures to encroach on Village-owned property, as depicted on the Site Plan attached hereto as **Exhibit A** (the "Property"). Subject to all the terms and conditions hereof, Village hereby grants to Licensee a license solely as set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

The Property may be used by the Licensee for the sole and exclusive purpose of continuing the use of the currently constructed accessible ramp, a garbage enclosure, and a grade level deck on the south side of the building (the "Encroachments") in their current and future locations as depicted on **Exhibit A**.

The License shall be valid from September 19, 2018 through August 31, 2023.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein.

SECTION 4. MAINTENANCE

Licensee shall, at its own expense, keep and maintain in good repair the Encroachments and, within thirty (30) days of termination of this Agreement, shall remove the Encroachments if determined necessary by the Village.

SECTION 5. DAMAGE TO PROPERTY

Licensee shall be responsible for all damage to the Property arising out of or resulting from the Encroachments.

SECTION 6. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless the Village, its officers, employees and insurers, from and against all liability, claims and demands arising out of the existence of the

Encroachments on the Property. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense or, at the option of the Village, agrees to pay the Village or reimburse the Village for the defense costs incurred by the Village in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

SECTION 7. INSURANCE

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the Village of Buena Vista as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) per person and two million (\$2,000,000) per occurrence. A Certificate of Insurance showing the Village as an additional insured thereon shall be provided to the Village within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

SECTION 8. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Village:	Village Manager 16250 S. Oak Park Avenue Tinley Park, IL 60477
To the Licensee	James Richert 10723 W. 159 th Street Orland Park, IL 60467

SECTION 9. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law. The laws of the State of Illinois and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Village.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.



Banging Gavel, LLC



Village of Tinley Park

