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

ORDINANCE
NO. 2019-O-082

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE ECONOMIC
INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK
COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC**

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

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WILLIAM A. BRENNAN
DIANE M. GALANTE
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MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, and Murray Chicago, LLC, Village Attorneys
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Will County, Illinois

ORDINANCE NO. 2019-O-082

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of an Ordinance Approving the First Amendment to the Economic Incentive Agreement by and between The Village of Tinley Park Cook County, Illinois and Banging Gavel Properties, LLC, substantially in the form attached hereto as Exhibit 1 (“First Amendment to the Economic Incentive Agreement”); and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and the Board of Trustees hereby approve the First Amendment to the Economic Incentive Agreement by and between The Village of Tinley Park Cook County, Illinois and Banging Gavel Properties, LLC substantially in the form attached hereto as Exhibit 1; and the Village President and/or the Village Manager are hereby authorized to execute said First Amendment to the Economic Incentive Agreement, subject to review and revisions as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 17th day of December, 2019.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 17th day of December, 2019.



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT

by and between

THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS

and

BANGING GAVEL PROPERTIES, LLC

THIS FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT is entered into this 17th day of December, 2019, by and between the Village of Tinley Park, an Illinois municipal corporation (the “Village”), and Banging Gavel Properties, LLC (“BGB”).

PREAMBLE

WHEREAS, the Village and BGB entered into that certain Economic Incentive Agreement, dated as of December 17, 2019, (as hereby amended and may be further amended, restated, supplemented or otherwise from time to time the “Agreement”), in connection with restoration and rehabilitation of the Historic Vogt Building into a Brew Pub and the associated incentives; and

WHEREAS, the parties wish to amend certain provisions of the Agreement to allow for phased construction and the availability of a portion of the total TIF Incentive amount at the beginning of Phase 2 of construction; and

NOW THEREFORE, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Amendment to Agreement.** The Agreement is hereby Amended as follows:

A. Section 2.3 “Development” is hereby deleted in its entirety and replaced with the following:

Development. BGB shall submit for all required building permits for Phase 1 construction on or before January 31, 2020, and be completed within 12 months

after the Village has issued all necessary building permits as evidenced by issuance of a Phase I occupancy permit from the Village. Phase II construction shall be completed no later than six months from the date of issuance of the Phase I occupancy permit as evidenced by the issuance of and final occupancy permit from the Village.

B. Section 3.1 “TIF REIMBURSEMENT” is hereby deleted in its entirety and replaced with the following:

3.1 TIF Reimbursement. Subject to the terms, conditions and restrictions of this Agreement and the Act, the Village shall pay to or on behalf of BGB, its successors, assigns, transferees or designees solely from any legally available TIF funds in the sole discretion of the Village up to a maximum of Four Hundred and Fifty Thousand (\$450,000) Dollars (the “TIF Incentive Amount”). The TIF Incentive Amount is solely to reimburse BGB for Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law and pursuant to the procedures set forth in Section 3.2 below.

C. Section 3.2 (a) “Reimbursement Procedures” is hereby amended by removing the phrase “from the existing fund balance” and replacing it “from any legally available TIF funds”

D. Section 3.2 (d) is hereby deleted in its entirety and replaced with the following:

Notwithstanding subparagraph (b) above, it is understood and acknowledged by the Parties that the Project shall be completed in two phases. At the completion of Phase 1, there shall be a fully operational Brew Pub with seating capacity for 80 guests, together with full food service, and capacity for an additional 160 guests in the beer

garden. Upon the issuance of certificate of occupancy for Phase 1, reimbursement requests may be submitted for eligible project costs incurred. up to that point and thereafter. If submitted and approved in accordance with the terms of this Agreement, the Village shall pay up to \$150,000 in legally available TIF funds chosen in the sole discretion of the Village for approved, eligible project costs incurred by BGB or to others as directed by BGB and as allowed by Illinois law.

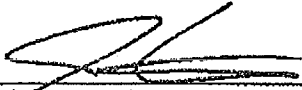
E. Section 3.2 (e) is hereby amended by adding the following sentence:

BGB shall also maintain and provide at the Village's request certified payroll evidencing the payment of prevailing wages where required by law.

2. **Effect of Amendment.** This First Amendment notices and amends the Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. Except as expressly modified by this First Amendment, the Agreement continues and remains in full force and effect.
3. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which, when assembled to include an original or facsimile signature for each party contemplated to sign this First Amendment, will constitute a complete and fully executed original. All such fully executed original or facsimile counterparts will collectively constitute but one agreement.
4. **Headings.** Section headings contained herein are for convenience or reference only and shall not govern the interpretation of any of the provisions contained herein.

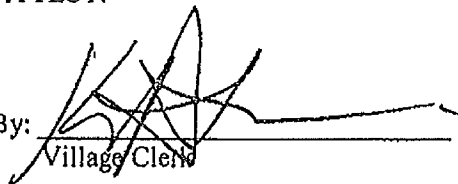
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Tinley Park, Illinois.

Village of Tinley Park
an Illinois municipal corporation

By: 
Village President

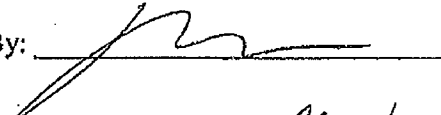
Date: December 17, 2019

ATTEST:

By: 
Village Clerk

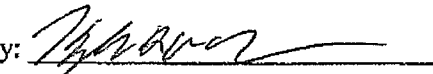
Date: December 17, 2019

Banging Gavel Properties, LLC,
an Illinois Limited Liability Company

By: 
Its: Managing Member

Date: 01/06 2019 2020

ATTEST:

By: 

Its: Managing Member

Date: 01/06 2020

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 Ordinance No. 2019-O-082, “AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of December, 2019.



KRISTIN A. THIRION, VILLAGE CLERK