
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

NO. 2022-O-039

AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS, AND BANGING GAVEL PROPERTIES, LLC THE AMENDMENT WILL REMOVE THE TIME LIMITATION ON THE TEMPORARY OUTDOOR BEER GARDEN

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

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

ORDINANCE NO. 2022-R-039

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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 a third amendment to the Economic Incentive Agreement, 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 Ordained 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 Ordinance 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**.

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 Ordinance shall take effect from and after its adoption and approval.

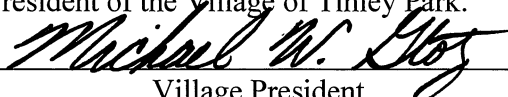
ADOPTED this 17th day of May, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: Brady

APPROVED this 17th day of May, 2022, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

EXHIBIT 1

THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT

by and between

THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS

and

BANGING GAVEL PROPERTIES, LLC

THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT

by and between

THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS

and

BANGING GAVEL PROPERTIES, LLC

THIS THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT is entered into this 17 day of May 2022, 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 March 3, 2017, as adopted by Ordinance No. 17-O-016, and amended by that certain First Amendment to the Economic Incentive Agreement, dated as of December 17, 2019, as adopted by Ordinance No. 19-O-082, and amended by that certain Second Amendment to the Economic Incentive Agreement, dated as of May 18, 2021 as adopted by Ordinance No. 21-O-027 (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 COVID-19 public health crisis and attendant measures taken to protect the public health have created an economic challenge to local businesses, including bars and restaurants, and reduced the availability of financing for such businesses;

WHEREAS, the parties wish to amend certain provisions of the Agreement to allow for the operation of a temporary beer garden, as well as to amend certain phased construction milestones; and

WHEREAS, the beer garden will be operated by Pilsen Brewerks, Inc. dba Banging Gavel Brews as a tenant of Banging Gavel Properties, LLC; 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. Amendment to 2.4 shall read as follows:

2.4. Operation of Temporary Beer Garden. Subject to the terms, conditions and restrictions of this Agreement and the Village Code, BGB shall be entitled to operate the beer garden on a temporary basis from May through November during the construction of the main building. In the event that construction is not complete within 2022, BGB may temporarily continue operation of the beer garden from May to November 2023, or until the Village provides notice to terminate operations. BGB shall operate the temporary beer garden substantially in accordance with the Beer Garden Plan, attached hereto as **Exhibit A** and incorporated herein. BGB shall be required to make meals available, which shall consist of more than the service or sale of packaged foods such as potato chips, pretzels, peanuts, cheese and crackers, or frozen or premade foods, such as pizzas, hamburgers, or sandwiches which can be prepared by being heated or warmed in an oven. In the event that BGB fails to comply with requirements of Sections 2.3 and 3.2 of this Agreement, the Village may require BGB to terminate operation of the beer garden pending compliance with the Agreement.

2. **Effect of Amendment.** This Third Amendment notices and amends the Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and

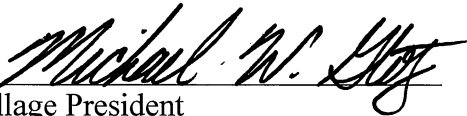
provisions set forth in the Agreement. Except as expressly modified by this Third Amendment, the Agreement continues and remains in full force and effect.

3. **Counterparts.** This Third 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 Second 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

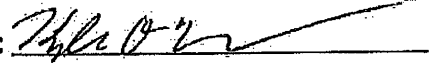
Date: May 17, 2022

ATTEST:

By: 
Village Clerk

Date: May 17, 2022


Banging Gavel Properties, LLC,
an Illinois Limited Liability Company

By: 

Its: Managing Member

Date: 5/16/, 2022

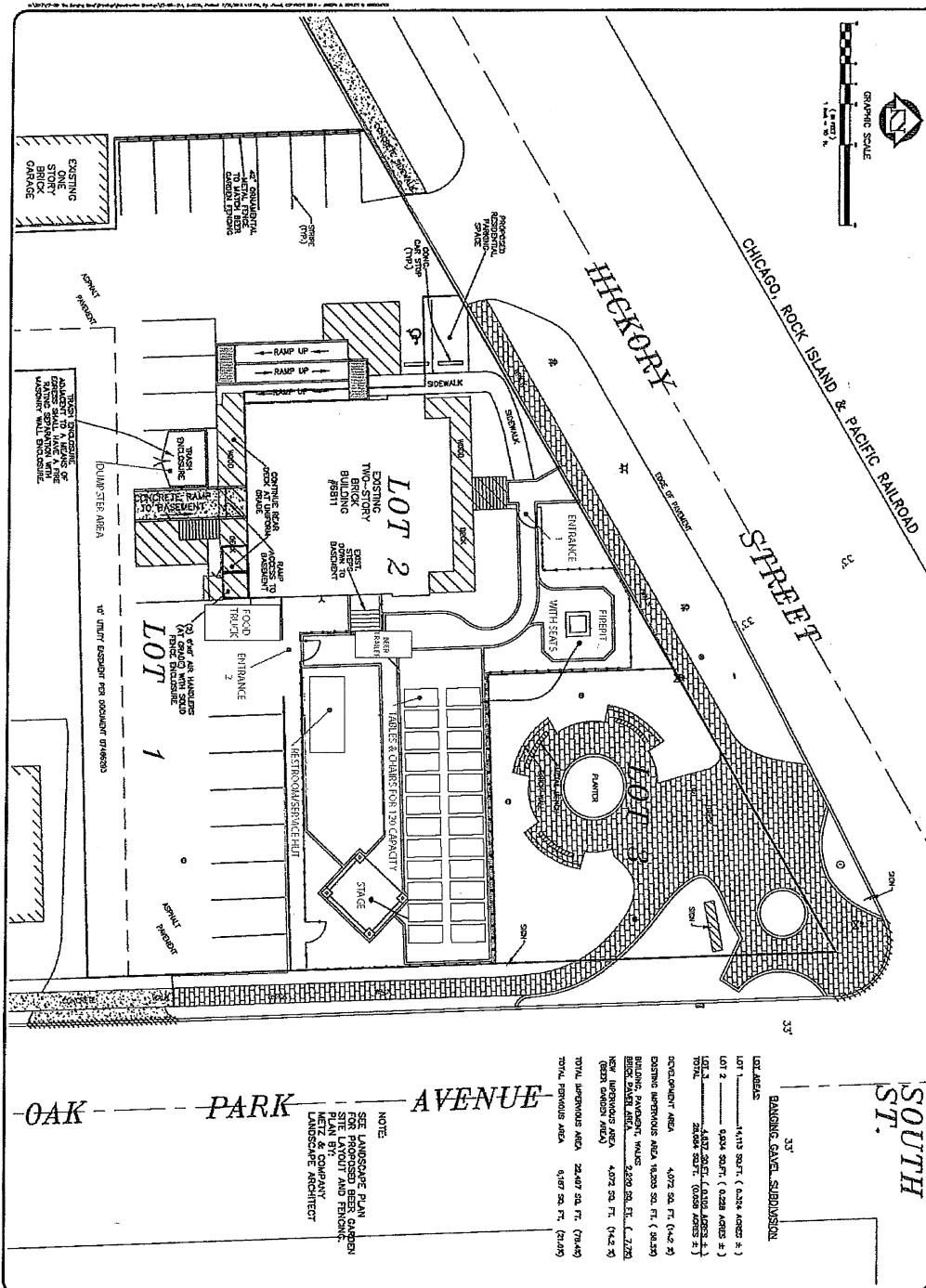
ATTEST:

By: 

Its: Managing Member

Date: May 23, 2022

EXHIBIT A



SOUTH ST.

HICKORY STREET

OAK PARK AVENUE

THE BANGING CAVEL SUBDIVISION

LOT	AREA
LOT 1	14,115 SQ. FT. (324' X 435' ±)
LOT 2	10,004 SQ. FT. (1,028' X 975' ±)
LOT 3	4,072 SQ. FT. (642' X 635' ±)
LOT 4	28,907 SQ. FT. (1,695' X 1,705' ±)
TOTAL	57,108 SQ. FT. (1,068' X 535' ±)
DEVELOPMENT AREA	4,072 SQ. FT. (642' X 635' ±)
EXISTING IMPROVEMENTS AREA	18,300 SQ. FT. (62.80)
NEW IMPROVEMENTS AREA	4,072 SQ. FT. (642' X 635' ±)
TOTAL IMPROVEMENTS AREA	22,472 SQ. FT. (78.48)
RESIDUAL AREA	34,636 SQ. FT. (124.80)

NOTE:
SEE LANDSCAPE PLAN FOR
LANDSCAPING AND TREES
PLAN BY COMPANY
LANDSCAPE ARCHITECT

<p>DATE: 08-27-11 PROJECT NO.: 11-031 SHEET NO.: 2 OF 2</p>	<p>THE BANGING CAVEL TINLEY PARK, IL SITE GEOMETRIC PLAN</p>	<p>BY: [Signature] CHECKED BY: [Signature] DATE: 08-27-11</p>	<p>Joseph A. Schudt & Associates 19455 ENTERPRISE DRIVE MOKENA, IL 60448 PHONE: 708-720-1000 FAX: 708-720-1085</p>
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STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-039, “**AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS, AND BANGING GAVEL PROPERTIES, LLC THE AMENDMENT WILL REMOVE THE TIME LIMITATION ON THE TEMPORARY OUTDOOR BEER GARDEN,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 3, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of May, 2022.

VILLAGE CLERK