
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-010

**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**

**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**

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
200 W. Adams, Suite 2125 Chicago, IL 60606

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Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2023-O-010

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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 Third 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** (“Second 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 Third 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 Third 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 21st day of February 2023.

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

NAYS: None

ABSENT: None

APPROVED THIS 21st day of February 2023.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

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

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. 2023-O-010, “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,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of February 2023.



VILLAGE CLERK

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 21st day of February 2023, 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 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 Brewwerks, 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. Section 2.3 “Development” is hereby amended by adding a new sentence to the end of the existing language as follows:

BGB shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before December 31, 2023 (the “Completion Date”).

B. A new Section 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 25, 2023 through November 1, 2023. BGB shall operate the temporary beer garden substantially in accordance with the Beer Garden Plan, attached hereto as **Exhibit A** and incorporated herein, and the Summary of Beer Garden Operations, attached hereto as **Exhibit B** 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 Third 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: Michael W. Goy
Village President

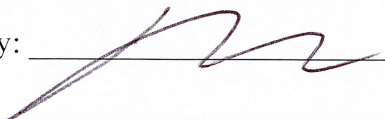
Date: February 21, 2023

ATTEST:

By: Nancy O'Connor
Village Clerk

Date: February 21, 2023

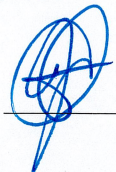
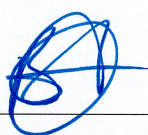
Banging Gavel Properties, LLC,
an Illinois Limited Liability Company

By: 

Its: Managing Member

Date: March 1, 2023

ATTEST:

By:  

Its: _____

Date: March 1, 2023

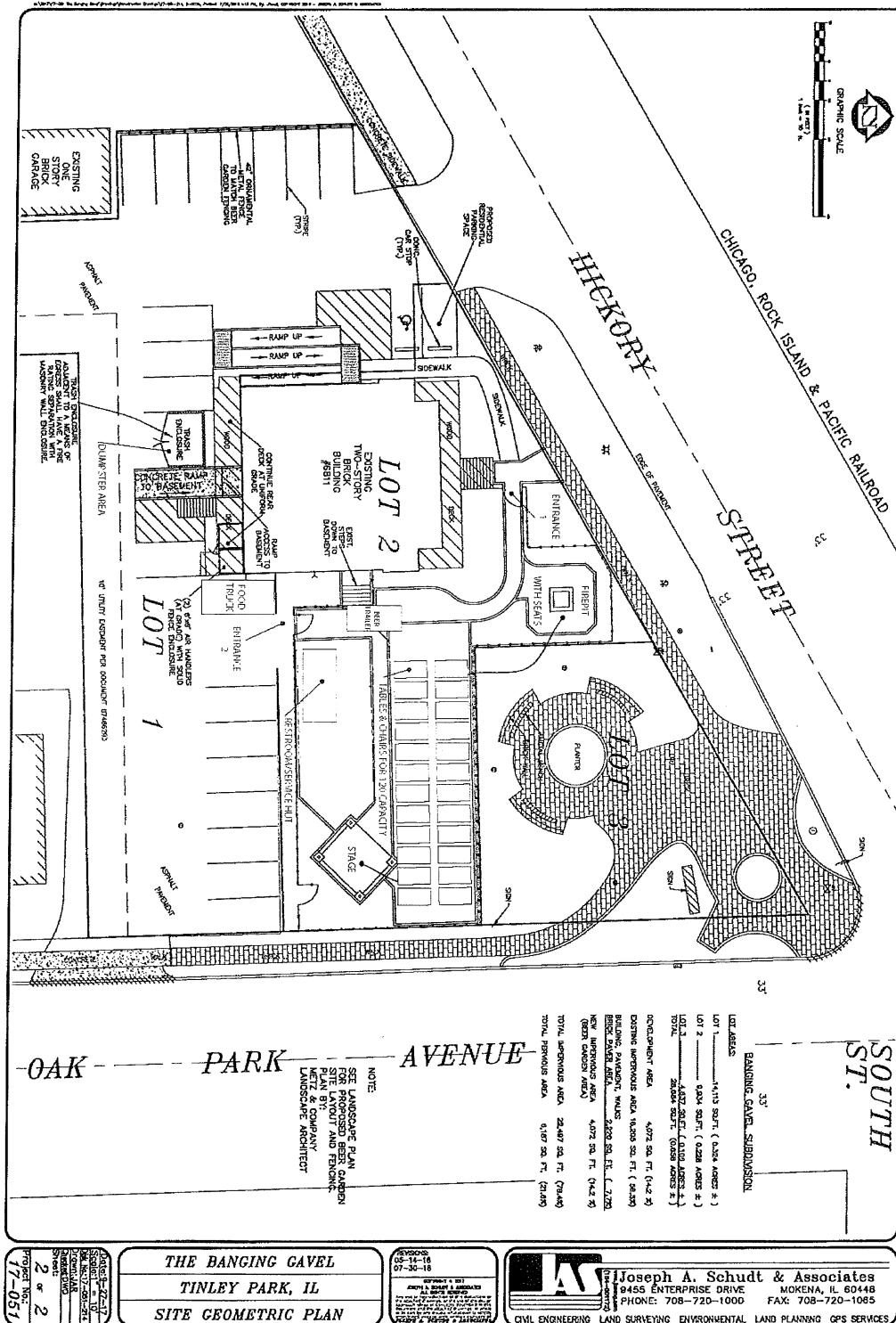


EXHIBIT B
OUTDOOR BEER GARDEN OPERATIONS SUMMARY
FOR BANGING GAVEL BREWS

I. Initial Days & Hours of Operation

Monday: closed

Tuesday: 3pm to 10pm

Wednesday: closed

Thursday: 3pm to 10pm

Friday: 3pm to 11pm

Saturday: Noon to 11:00pm

Sunday: Noon to 11:00pm

(BGB reserves the right to adjust hours of operation to conform with demand)

II. Layout

See attached diagram for location of bathrooms, food truck, seating, beer trailer, dumpster.

III. Beverages Available

Beers on tap

Wines on tap

Cocktails on tap and cans Non-Alcoholic: Pop & Water

IV. Food Options

sip. wine bar will provide food for a portion of the time open

Food trucks and caterers will provide additional food services

Ed & Joe's will have a special delivery menu created exclusively for beer garden patrons

V. Signage

Mesh banner sign to hang on fence facing Oak Park Ave

Sandwich board Sign