
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

2023-O-043

**AN ORDINANCE AUTHORIZING AN ASSET PURCHASE AND
RELOCATION AGREEMENT BETWEEN TEEHAN'S IRISH BAR AND
THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS
(17329 S. Oak Park Avenue)**

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

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WILLIAM A. BRENNAN
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MICHAEL G. MUELLER
KENNETH E. SHAW
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
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ILLINOIS
(17329 S. Oak Park Avenue)**

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 enter into purchase agreements with third parties; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, the Village has or shortly will enter into a First Amendment and Restatement of the Harmony Square Development Agreement, which authorizes a Developer to undertake the development of approximately 89 acres (the "Project") at North Street and Oak Park Avenue; and

WHEREAS, as part of that Project, the Village intends to renovate Teehan's Irish Bar located at 17329 S. Oak Park Avenue (Teehan's), or to arrange for the renovation of said Teehan's; and

WHEREAS, in order to renovate or arrange for renovation of Teehan's, the Village and Teehan's have negotiated an Asset Purchase and Relocation Agreement (the "Agreement") attached as Exhibit A hereto; and

WHEREAS, the Village has determined that it is desirable and in the best interest of the Village and residents thereof, to enter into the Asset Purchase and Relocation Agreement as may be supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

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

SECTION 2: The Village President or his designees are hereby authorized to execute the Asset Purchase and Relocation Agreement attached hereto as Exhibit A, and to do all things and take all actions to enter into said Agreement with the Seller, and to fulfill the intentions of said Agreement and this Ordinance, including but not limited to expenditures of such sums as detailed in said Agreement.

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

SECTION 4: This Ordinance shall be in full force and effect from and after its adoption and approval. If any portion of this Ordinance is held to be invalid by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remainder of this Ordinance shall be in full force and effect to the extent possible.

SECTION 5: The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15th day of August, 2023.

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

NAYS: None

ABSENT: None

APPROVED THIS 15th day of August, 2023.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

EXHIBIT A

TEEHAN'S IRISH BAR

ASSET PURCHASE AND RELOCATION AGREEMENT

TEEHAN'S IRISH BAR**ASSET PURCHASE AND RELOCATION AGREEMENT**

THIS ASSET PURCHASE AGREEMENT ("Agreement"), made and entered into as of this 15th day of ^{August}~~July~~, 2023, by and among **TEEHAN'S INC.**, doing business as **Teehan's Irish Bar**, an Illinois corporation (herein called "Seller"), **REGIS TEEHAN**, an Illinois resident (herein called "Teehan"), and the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (herein called "Purchaser") jointly referred to as ("Parties");

WITNESSETH:

WHEREAS, Seller is engaged in the business of operating a liquor establishment at 17329 S. Oak Park Avenue, in the Village of Tinley Park, County of Cook, and State of Illinois;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets of Seller relating to the business and goodwill of Seller being conducted in the Tinley Park, Illinois, in accordance with all the terms and subject to all the conditions herein set forth, including Purchaser is not assuming any liabilities and obligations of Seller associated with the assets being purchased.

WHEREAS, the Seller is a month-to-month tenant in the premises located at 17329 S. Oak Park Avenue;

WHEREAS. Teehan resides at the premises and is a long-time resident of Tinley Park, and is in need of relocation from the residential premises above the Seller's liquor establishment.

WHEREAS, Teehan is the principal stockholder, the President, and a director of Seller, and is currently employed by Seller and fully familiar with the business and operations of Seller;

and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets of Seller relating to the business and goodwill of Seller being conducted in the Tinley Park, Illinois, in accordance with all the terms and subject to all the conditions herein set forth, including Purchaser is not assuming any liabilities and obligations of Seller associated with the assets being purchased.

NOW, THEREFORE, in consideration of the forgoing recitals (which the parties agree are hereby incorporated into and made a part of their agreement herein) and of the mutual covenants and agreements herein set forth, it is hereby agreed as follows:

1. **ASSETS AND BUSINESS BEING SOLD.**

1.1 **Sale of Assets.** On the terms and subject to the conditions herein set forth, at the Closing, Seller shall sell, assign, transfer, and convey to Purchaser, and Purchaser shall purchase and acquire, all assets of the Seller, including, but not limited to, those assets on Exhibit A and the goodwill associated therewith, free, and clear of any liens and encumbrances ("Purchased Assets"), but excluding the excluded assets as set forth on Exhibit B. The Purchased Assets shall be transferred and conveyed to the Purchaser by the Seller at the Closing. Purchaser acknowledges that its agent will inspect the assets of the bar prior to closing and submit a list of fixtures it may want to include in the sale on or before August 31, 2023, and the list of assets attached as Exhibit B may be amended by agreement of the Parties.

2. **NO ASSUMPTION OF LIABILITIES BY PURCHASER.**

Purchaser will not assume any liabilities of the Seller or Teehan, which shall be settled and discharged prior to Closing. Seller and Teehan shall terminate the corporate entity known as **TEEHAN'S INC.**, within 1 year of the Closing herein.

3. **PURCHASE PRICE AND PAYMENT.**

3.1 **Purchase Price.** In addition to the covenant not to compete hereunder, Purchaser agrees to pay to Seller, and Seller agrees to accept, as the aggregate purchase price hereunder, in consideration for the Purchased Assets and the relocation of the Seller and Teehan, the aggregate amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (herein called the "Purchase Price").

3.2 **Payment.** The Purchase Price shall be paid as follows:

3.2.1 Purchaser shall deposit the sum of \$5,000, as earnest money, in a strict joint order escrow, established and controlled by the attorneys for the parties. The earnest money shall be credited to the Purchaser at closing or disposed of in accordance with the terms of this Agreement.

3.2.2 At the Closing, Purchaser shall pay to Seller, in cash or by certified or bank check payable to the order of Seller or wire transfer of good funds to Seller's account as directed by Seller, the Purchase Price, less the earnest money and plus or minus prorations.

3.3 **Allocation of Purchase Price.**

3.3.1. **Allocation of the Purchase Price.** The parties agree that the Purchase Price shall be allocated as follows:

- a. Goodwill and certain fixtures.
- b. Relocation Consideration.

3.3.2. **Internal Revenue Form Execution.** The parties agree to allocate the Purchase Price paid to Seller (and all other costs that are capable of being capitalized relating thereto) among the Purchased Assets and the restrictive covenants set forth herein for all purposes (including financial accounting and tax purposes) in a manner consistent with the provisions of Section 1060 of the Internal Revenue Code, and all regulations promulgated thereunder. Seller and Purchaser must jointly prepare Form 8594 and any similar allocation required under state, local, or foreign law, agree to report the transactions contemplated by this Agreement for federal Tax purposes in accordance with such Form 8594, and must not take any position or action inconsistent therewith.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER.**

Purchaser represents, warrants, and covenants to Seller that Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. Purchaser has all requisite company power and authority to own, operate, and to carry on its business and to enter into this Agreement and perform its obligations hereunder.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AND TEEHAN.**

Seller and Teehan jointly and severally represent, warrant, and covenant to Purchaser that the following statements are true and correct as of execution, and will be true and correct on the Closing Date:

5.1 **Organization, Good Standing and Power.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business intended to be conducted, and to enter into this Agreement and perform its obligations

hereunder.

5.2 **Authority and Binding Obligation.** All corporate action necessary to authorize the execution and delivery by Seller of this Agreement and the other documents required to be executed by Seller hereunder, and the performance of its obligations hereunder and thereunder have been duly taken. The execution and delivery of this Agreement and the other documents required to be executed by Seller hereunder and the performance of Seller's covenants and agreements herein and therein contained do not and will not constitute or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of law or any indenture, agreement or other instrument of which Seller is a party or by which it may be bound, and do not and will not require the consent or approval of any other person. This Agreement is a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms.

5.3 **AS IS.** Purchaser and Seller represent, acknowledge, and agree that they are familiar with the business of Seller and with the Purchased Assets and that Seller has made no representations or warranties to Purchaser regarding value of the Purchased Assets or the value or viability of any business to be derived by Purchaser from the purchase of the Purchased Assets. Purchaser is relying only on its own investigation and assessment of the Purchased Assets and the value thereof.

6. **CLOSING.**

6.1 **Closing Date and Relocation.**

The Closing shall be scheduled on October 2, 2023. If the conditions of this Section 6 are not satisfied to the satisfaction of the Purchaser, Purchaser shall be entitled to terminate this Agreement upon written notice to the Seller, and the Seller shall have fourteen (14) business days

to cure the conditions of Section 6, and if not cured, all earnest money shall be returned to the Purchaser.

6.2 **Purchaser's Deliveries.** At the Closing, Purchaser shall execute and deliver, or cause to be executed and delivered, the following:

6.2.1 Certified copy of the appropriate proceedings of the Board of Managers of Purchaser authorizing and approving this Agreement and the transactions and documents contemplated herein.

6.2.2 Certified or bank check(s) payable to the order of Seller, or wire transfer of funds, of monies due Seller at the Closing.

6.2.3 Such other documents as Seller's counsel may reasonably request to carry out the terms and provisions of this Agreement more effectively.

6.3 **Seller's Deliveries.** At the Closing, Seller shall execute and deliver, or cause to be executed and delivered, the following:

6.3.1 Certified copy of the appropriate resolutions of the Board of Directors of Seller authorizing and approving this Agreement and the transactions and documents contemplated herein.

6.3.2 Assignments, and other instruments of conveyance as may be necessary or appropriate to transfer, assign and convey to Purchaser, as of the Closing Date, title to the Purchased Assets, in form and substance reasonably satisfactory to counsel for Purchaser.

6.3.3 UCC and searches for pending litigation, federal and state tax liens, judgments, and bankruptcies for the Seller and Teehan, satisfactory to the Purchaser.

6.3.5 Termination of all employees and employment agreements pertaining to employees of the Seller.

6.3.6 An incumbency certificate showing all necessary corporate resolutions and actions of the Seller and its shareholders.

6.3.7 Proof of notice and compliance with the Illinois Bulk Sales Act and provision for deposit of funds required by the Illinois Department of Revenue and the Illinois Department of Employment Security, with holdbacks with Seller's attorney as required by law.

6.3.8 Such other documents as Purchaser's counsel may reasonably request to carry out the terms and provisions of this Agreement more effectively.

7. **INDEMNIFICATION AND SURVIVAL.**

7.1.1 **Indemnification by Purchaser.** Purchaser agrees to defend, indemnify and hold Seller and Teehan harmless from and against any and all losses, liabilities, damages, obligations, judgments, actions, demands, suits, proceedings, claims, penalties, interest, costs and expenses, including reasonable legal fees and expenses relating thereto (herein collectively called "Losses"), arising out of or in connection with (i) any misrepresentation or breach of warranty made by Purchaser in this Agreement; (ii) any breach of covenant, agreement or undertaking of Purchaser in this Agreement; (iii) any matter related to the business of Purchaser after the Closing and any matter related to the Purchased Assets occurring after the Closing.

7.1.2 **Indemnification by Seller and Teehan.** Seller and Teehan, jointly and severally, hereby agree to defend, indemnify and hold Purchaser harmless from and against any and all losses, liabilities, damages, obligations, judgments, actions, demands, suits, proceedings, claims,

penalties, interest, costs and expenses, including reasonable legal fees and expenses relating thereto (herein collectively called "Losses"), arising out of or in connection with (i) any misrepresentation or breach of warranty made by Seller or Teehan in this Agreement; (ii) any breach of covenant, agreement or undertaking of Seller or Teehan in this Agreement; (iii) any matter, debt, claim or judgment related to the business of Seller or Teehan occurring prior to the Closing.

7.2 **Survival.** All the respective representations, warranties and covenants contained in this Agreement or in any other document or instrument delivered by or on behalf of any party hereunder or pursuant hereto, shall survive the Closing Date.

8 **SELLER AND TEEHAN'S COVENANT NOT TO COMPETE.**

Seller, Teehan Inc., on behalf of itself, its shareholders, directors and officers, and Teehan covenant and agree that they shall not, for a period of five (5) years following the Closing Date, either individually or as owner, partner, shareholder, agent, employee, consultant or otherwise, alone or in conjunction with any other corporation, firm, partnership, person, venture or other entity, directly or indirectly, engage in the bar or restaurant business within a five (5) mile radius of 17329 S. Oak Park Avenue, Tinley Park, Illinois. It is the desire and intent of the parties that the terms and provisions of this Article be fully enforced, permissible under the law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if and to the extent that any portion of this Article shall be adjudicated to be invalid or unenforceable because it covers too extensive a geographical area or too long a period, then said portion shall be deemed reformed to the least extent necessary to make such portion valid and enforceable. Because any violation of the restrictions set forth in this section would cause irreparable damage to the

respective parties, it is agreed that upon proof of the existence of such a violation of these restrictions, the applicable party will be entitled to injunctive relief by any court of competent jurisdiction having authority to grant such relief.

9. **ASSIGNMENT.**

Neither this Agreement nor the rights or obligations contained herein shall be assignable by any party except with the written consent of all the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, subject to the foregoing sentence.

10. **NOTICES.**

All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been given when delivered in person or received by first class, registered or certified U.S. mail, return receipt requested, postage and registration or certification fees prepaid, or delivered by reliable overnight delivery service, providing a receipt evidencing delivery, or by facsimile with a copy also delivered by any of the foregoing means:

If to Purchaser to: Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
Attn: Michael W. Glotz

with a copy to: Peterson, Johnson & Murray Chicago, LLC
200 West Adams St., Suite 2125
Chicago, IL 60606
Attn: Peter M. Murphy

If to Seller or Teehan: Teehan's Inc.
17329 S. Oak Park Avenue
Tinley Park, IL. 60477
Attn: Regis Teehan

with a copy to: Noonan & Lieberman

10
33 N. LaSalle
Suite 1150
Chicago, IL 60602
Attn: Mitchell Lieberman

or at such other address as hereafter shall be furnished by a notice sent in like manner by such addressee to the others.

11. **MISCELLANEOUS.**

11.1 **Severability.** Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

11.2 **Exhibits and Headings.** The Exhibits to this Agreement are hereby made a part hereof and shall be construed with and as an integral part of this Agreement. The headings of the various Articles and paragraphs of this Agreement have been inserted for convenience only, are not a part of this Agreement, and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

11.3 **Waiver.** Failure or delay on the part of any of the parties hereto to exercise any right, power, or privilege hereunder, or under any instrument executed pursuant hereto, shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or of any other right, power, or privilege. All waivers hereunder must be in writing.

11.4 **Entire Agreement.** This Agreement (including the Exhibits hereto and other documents referred to herein as having been delivered or furnished by either party to the other) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

11.5 **Amendments.** This Agreement may not be modified or changed except by an instrument or instruments in writing signed by both of the parties hereto.

11.6 **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions.

11.7 **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

11.8 **Confidentiality.** The Seller and Purchaser agree that the terms of this Agreement shall not be disclosed or otherwise made available to the public or any third party and that copies of this Agreement shall not be made available to the public or any third party, except where such disclosure, is required by applicable law, and only to the extent required by such law and except to the parties' respective attorneys and accountants where necessary. The obligations contained herein shall continue after the Closing.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SELLER:

TEEHAN'S INC.,
an Illinois corporation

By: Regis Teehan
Its: President

Regis Teehan
Regis Teehan, Individually

PURCHASER:

VILLAGE OF TINLEY PARK,
an Illinois municipal corporation

By: Michael W. Glotz
Its: President

EXHIBIT A

Listed Purchased Assets

All restaurant , tables, chairs, excluding liquor bar equipment, machinery, tin roof and coolers.

All Leasehold improvements

All signage, excluding the “Family Motto” sign hanging over the bar

The names "Teehan's" and “Teehan's Irish Bar”, including the exclusive rights to license, copyright, use, trade, sell, or advertise these names in connection with Harmony Square Plaza or any other such development in the vicinity of the Plaza.

Seller's operating phone numbers, email addresses, websites, and associated domains

All goodwill associated with the above

ALL SUCH ASSETS TO BE SOLD FREE AND CLEAR OF ANY LIENS AND
ENCUMBRANCES.

EXHIBIT B

Excluded Assets

All cash, accounts receivable, employee benefit plans, and leases

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

CERTIFICATE

I, NANCY 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 2023-O-043, "AN ORDINANCE AUTHORIZING AN ASSET PURCHASE AND RELOCATION AGREEMENT BETWEEN TEEHAN'S IRISH BAR AND THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (17329 S. Oak Park Avenue)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August, 2023.



VILLAGE CLERK