
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-131

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND
ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000**

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

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2023-R-131

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000

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 approving a staffing agreement with Bettenhausen and Associates, LLC, 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 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 Contract Extension 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 Contract.

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

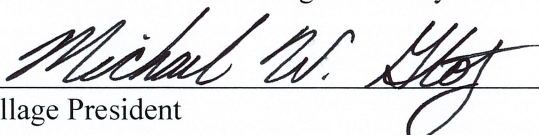
ADOPTED this 17th day of October 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw

NAYS: None

ABSENT: Sullivan

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:


Deputy Village Clerk

EXHIBIT 1

**AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR
AN AMOUNT NOT TO EXCEED \$60,000**

**FIFTH EXTENSION OF AN INDEPENDENT CONTRACTOR AGREEMENT
TO PROVIDE PROFESSIONAL SERVICES AS FINANCIAL AND ADMINISTRATIVE
CONSULTANT SERVICES FOR THE VILLAGE OF TINLEY PARK**

This fourth extension of this Professional Services Agreement ("Agreement") is made this 17 day of October, 2023, by and between the Village of Tinley Park, Illinois, ("VILLAGE") and Bettenhausen & Associates LLC ("BA LLC"). The VILLAGE and BA LLC may be referred to herein individually as "Party" or collectively as the "Parties."

1. **DEFINITION OF BA LLC.** As used in this Agreement, BA LLC shall be construed to include all of BA LLC's officers, directors, members, managers, employees and agents.
2. **SERVICES.** BA LLC agrees to provide professional services as Financial and Administrative Consultant and related services as further described in **EXHIBIT A** to this Agreement. The performance of the services by BA LLC under this Agreement shall not be construed as creating any employment relationship or employment contract or partnership or joint venture relationship between the VILLAGE and BA LLC. Professional services may include, but not limited to:
 - A. Provide administrative assistance to the Village Manager's Office and Finance Department and support the execution of the Department's Operating Plan.
 - B. Provide assistance with the potential bond issues or other debt financing including, but not limited to:
 - I. Meetings/calls with rating agency(ies)
 - ii. Review of Preliminary Offering Statement
 - iii. Completion of issuance documentation
 - iv. Monitoring spend-out of proceeds to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.
 - C. Assist Finance staff in the annual audit, reporting, and related filings.
 - D. Aid in the completion of Annual TIF reporting and provide other related TIF analysis and assistance.
 - E. Assist in the process of assembling, preparing and monitoring the annual budget.
 - F. Assist in the planning and implementation processes for new ERP (enterprise resource program) financial, and related software applications, if requested.

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- G. Transition revenue and incentive tracking.
- H. Monitor tax exempt status of Village property acquisitions and coordinate exemption filings with designated attorneys. Work with attorneys and Cook County regarding properties to be acquired through the No Cash Bid (NCB) program and related tax exemption applications. Prepare annual exemption affidavits. Begin transfer to designated staff.
- I. Review and update written procedures and guidance regarding Finance and related activities. Wherever feasible, additionally provide training to Finance and Administrative staff relative to such activities.
- J. BA LLC agrees to provide any additional work as directed by the Village Manager, subject to separate authorizations as deemed necessary by the Parties.
- K. Such further tasks and activities as further described in **EXHIBIT A**.
3. **TERM.** The Term of the agreement shall commence on Oct. 17, 2023 and shall be for six (6) months from start of agreement, unless earlier terminated in accordance with paragraph 10. The contract is also limited to not exceed \$60,000. The professional services work will coincide with the needs of the VILLAGE to address issues in the Finance and other departments.
4. **COMPENSATION.** The compensation will be for the Professional Services herein described and contained in **Exhibit A**. Additional work elements as may be requested by the Village will be priced subject to the approval of the parties. BA LLC shall provide invoicing for services rendered no less than monthly to the Village Manager or his designee. The VILLAGE shall make payment to BA LLC within thirty (30) days thereafter, subject to the approval of the rules governing the VILLAGE. In compliance with Village requirements, BA LLC has provided a W-9 prior to the first payment, as required under the Village's accounting policies. No deductions of any kind whatsoever shall be made by the VILLAGE to any compensation paid to BA LLC for any and all applicable federal, state, local and other taxes and deductions, which shall remain the sole and exclusive obligation of BA LLC.
5. **INDEPENDENT CONTRACTOR STATUS.** BA LLC is retained by the VILLAGE only for the purposes and to the extent set forth in this Agreement, and BA LLC's relation to the VILLAGE shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. BA LLC shall be free to dispose of such portion of its entire time, energy and skill

during regular business hours when BA LLC is not obligated to devote time and services hereunder to the VILLAGE, in such manner as BA LLC sees fit and to such persons, firms or corporations as BA LLC deems advisable. It is acknowledged that at all times BA LLC is separate and independent from the VILLAGE and that BA LLC will utilize a high level of skill necessary to perform the services under this Agreement.

- A. Not an Employee. BA LLC shall not be considered as having an employee status, nor shall the VILLAGE withhold any sums for the payment of income taxes or FICA taxes, nor shall BA LLC be entitled to participate in any plans, arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular full-time or part-time employees of the VILLAGE. As an independent contractor, it is the responsibility of BA LLC to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession. As an independent contractor, BA LLC agrees that it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the VILLAGE and agrees not to file such claims in the event this Agreement is terminated. BA LLC agrees to assume all risk of death, illness and injury relative to performing all services under this Agreement. BA LLC understands and agrees that, as an independent contractor, it is not an employee of the VILLAGE for any purposes of any kind and all state, federal and county laws or regulations that apply to or provide benefits or protections to employees do not apply to it, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, et seq.).
- B. No Insurance Provided by System. The VILLAGE will not provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance or other employee benefits for or on behalf of BA LLC.

- 6. **INDEMNIFICATION.** BA LLC agrees to defend, indemnify and hold harmless the VILLAGE, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with BA LLC's

performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the VILLAGE, its representatives, officers, trustees, agents and employees.

The scope of BA LLC's indemnification shall include, but is not limited to:

- A. Any negligent, tortuous or wrongful act or omission of the BA LLC, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including BA LLC, its officers, agents, employees, and licensees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- B. Loss or damage of any kind resulting from the BA LLC's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the BA LLC.

- 7. **INSURANCE.** As part of the indemnification required by this Agreement, but without limiting the same, BA LLC agrees to carry, during the term of this Agreement, at its expense, public liability insurance, including, but not limited to coverage for bodily injury, death, and property damage written on the comprehensive form, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 8. **EQUIPMENT.** The VILLAGE will provide an office space and any equipment (e.g., computers), and clerical support to BA LLC to the extent that it is presently available.
- 9. **CONFIDENTIALITY.** BA LLC agrees to maintain the confidentiality of all VILLAGE information and documents received or obtained or learned as part of attending VILLAGE meetings and/or executive sessions or in performing its duties under this Agreement, unless specifically directed to release such information or documents by the VILLAGE or a court order or government regulatory agency order. BA LLC agrees that all conversations by attendees of and any information or documents reviewed or discussed in any executive session are confidential and shall not be disclosed or released by BA LLC, unless specifically directed to release such information or documents by the VILLAGE, a court order or government regulatory agency order. BA LLC shall faithfully adhere to the requirements of this Agreement and the professional ethical principles applicable hereto, including, but limited to, the ICMA Code of Ethics, and shall avoid all personal acts that might injure the reputation of the

VILLAGE or undermine the business transactions and other operations of the VILLAGE.

10. **TERMINATION.**

A. The Village or BA LLC may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination pursuant to this paragraph (10. A.), the Village shall pay BA LLC any Fees then due and payable for any Services completed up to and including the date of such termination.

B The Village may terminate this Agreement, effective immediately upon written notice to BA LLC, in the event that BA LLC breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, and BA LLC does not cure such breach within ten (10) days after receipt of written notice of such breach.

11. **WAIVER AND ASSUMPTION OF LIABILITY.** BA LLC assumes all risks and liability for personal injuries or illness of any kind or death that might occur while performing any services or acting under this Agreement. BA LLC assumes all risks, liability and responsibility for its personal property while performing any services under this Agreement. BA LLC agrees to waive any claims or causes of action of any kind against the VILLAGE, except for non-payment for actual services rendered under this Agreement.

12. **APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook or Will County, Illinois, as determined by the VILLAGE and the Parties agree to voluntarily submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

13. **ASSIGNMENT.** This Agreement may not be assigned, transferred or conveyed by BA LLC without the prior written consent of the VILLAGE.

14. **NOTICES.** All written notices of any kind to be given or delivered under this Agreement shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid. Such notices shall be sent to the Parties at their respective addresses as follows:

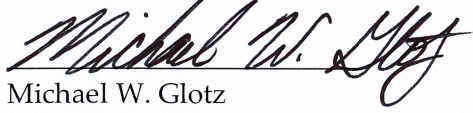
If to the VILLAGE:
Mr. Patrick Carr, Village Manager
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

With a copy to:
Village President Michael Glotz
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

If to Bettenhausen Associates LLC:
Brad Bettenhausen
Bettenhausen & Associates LLC
16620 Fulton Ter
Tinley Park, IL 60477-1908

15. **AUTHORITY.** This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the authorities of said entity, who have acted by motion or approved a resolution (in the VILLAGE's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.
16. **EFFECTIVE DATE.** This Agreement shall become effective on the date of the last signatory to sign and authorize this Agreement.

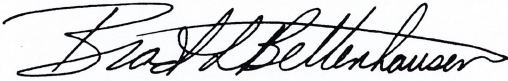
VILLAGE OF TINLEY PARK, ILLINOIS



Michael W. Glotz
Village President

Date 10-17 - 2023

Bettenhausen & Associates LLC



Brad Bettenhausen
Managing Director

Date _____ 2023

EXHIBIT A

The Managing Director of BA LLC, is a Certified Public Accountant with over forty years of experience in public and governmental accounting spanning across five decades. There are few individuals that can bring both the governmental accounting and financial background and institutional knowledge of Tinley Park (as well as its history) to the table to address the crisis created by the unexpected and untimely departure of the Treasurer/Finance Director with a minimum of familiarization lead time required.

BA LLC has identified key work elements with importance to the Village of Tinley Park. The work plan itself will proceed with concurrent work plan tasks, as all of the issues BA LLC has identified are very important to Tinley Park. There are some functions, that are foreseen as being potentially beneficial to be handled on an ongoing basis over a longer horizon to assist the overall finance and administration activities and staff transitions. Upon approval of the agreement, BA LLC and the Village Manager will identify the specific tasks and priorities. The identified tasks may include:

1. The top priority shall be the transfer of knowledge to the current Finance and Management teams. Such activities will specifically include a focus on budget, revenues, incentive policies and managing existing agreements and associated payouts, TIF administration, and financial reporting through a combination of preparing process and procedural documentation and in-person training.
2. Provide assistance with Village's bond issues or other debt financing.
 - A. Meetings/calls with rating agency(ies)
Institutional knowledge of the Village and its financial position are expected to aid in presenting the Village in the best light possible and answer questions that may be posed.
 - B. Review of Preliminary Offering Statement and related activities through the preparation of the Final Offering Statement
 - C. Completion of issuance documentation
 - D. Monitoring spend-out of proceeds to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.
3. Assist Finance staff in the annual audit, reporting, and related filings as needed.
 - A. State Comptroller
 - B. County Clerks
 - C. Cook County Treasurer Debt Disclosure Ordinance (DDO)
 - D. Participation in the GFOA Certificate of Achievement program

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4. Aid in the completion of Annual TIF reporting and provide other related TIF analysis and assistance. Provide guidance to the Assistant Finance Directors in completion of the TIF reporting and offer guidance in how to do so.
 - A. Filings with State Comptroller
 - B. TIF activity monitoring including TIF EAV analysis, incremental property tax projections, Tax Base analysis.
 - I. For potential new projects
 - ii. For existing TIF incentive agreements
 - iii. For overall TIF status
 5. Assist Finance and administrative staff in the process of assembling, preparing, and monitoring the annual budget.
 6. Revenue and incentive tracking. Work with the Finance team to document processes and procedures and otherwise related to revenues and incentive tracking.
 - A. Sales Tax and Illinois Department of Revenue reporting
(This will require updated authorizations under the Reciprocal Information Exchange agreement with the Illinois Department of Revenue. BA LLC will assist in preparing the necessary documents.)
 - B. State Revenue Distributions
(Income/LGDF, MFT, Cannabis, Video Gaming, etc.)
 - C. Incentive tracking
It is important to remain on top of the various existing incentive agreements and payments in order to not default on the Village's obligations under these arrangements. With familiarity of the requirements and timetables under agreements approved prior to June 2021, BA LLC would also review any incentive payments paid subsequent to June 2021 to assure that they have been calculated properly.
 - D. Confirm that any newly approved/activated sales tax incentive disclosures have been filed with Illinois Department of Revenue as required by state statute.
 - E. Assist the Finance team with implementation of the approved Storage Facilities Tax. Shortly after adoption, action had been deferred in 2020 due to COVID and it is unlikely it has moved forward to live status.
 - F. Assist in reviewing/implementing other revenue options (e.g. Food and Beverage Tax, Business District Tax, etc.).
 7. Assess status of Village grants and reporting requirements. Assist Finance staff as necessary.

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8. Monitor Village real estate property records. Begin transfer to designated staff.
 - i. Monitor status of tax exemption applications for any parcels acquired by the Village.
 - ii. Properties to be acquired through the Cook County No Cash Bid (NCB) program and related tax exemption applications.
 - A. Continue monitoring the status of properties that the Village is attempting to acquire through the NCB program.
 - B. Prepare any related reporting required to the County.
 - C. Review and monitor for additional potential parcels that the Village would benefit by acquisition through the NCB and related programs.
 - iii. Annual Tax Exemption filings with Cook and Will Counties for Village owned properties.
 - iv. Provide training to appropriate finance and administrative staff relative to this annual process/requirement.
 - v. Maintain the property record files of parcels acquired or disposed of by the Village.
 - vi. Prepare documentation and provide training to appropriate administrative staff relative to maintaining these records.
 9. Property tax levy
 - i. Provide training to appropriate finance and administrative staff relative to this process for the future.
 - ii. Review the levy ordinance and related tax abatement ordinances prior to adoption.
 - iii. Assist the Deputy Clerk with the preparation of appropriate Certificate of Compliance with regard to the Truth in Taxation Act to be submitted with the approved levy.
 - iv. Assist the Deputy Clerk with County filings of adopted ordinances.
 10. Review and update written procedures and guidance regarding Finance and other administrative activities. Where feasible, provide training to Finance and Administrative staff relative to such activities toward transferring institutional knowledge and promoting greater "self-sufficiency" amongst the Finance and Management teams. The following areas have been identified as requiring creation or updating of written procedures and guidance in addition to any related training:
 - i. Telecom tax
 - ii. IDOR Reciprocal Agreement
 - A. MyLocalTax
 - B. Sales Tax detail reporting and processing
 - C. Incentive tracking
 - D. Incentive projections
 - iii. Tax Increment Financing
 - A. TIF reporting

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- B. TIF projections
 - C. Annual property parcel listings
 - D. TIF project tracking
 - iv. Tax Levy
 - A. Levy calendar
 - B. Levy projection
 - C. Abatements
 - D. Preparation of Ordinances
 - E. Property tax tracking
 - F. Annual property parcel listings
 - v. Cook County Debt Disclosure Ordinance
 - A. Financial and Pension disclosures
 - B. TIF disclosures
 - vi. Village owned property
 - A. Property files
 - B. Tax exemption processing
 - C. Maintenance of tracking database
 - D. Preparation of annual county exemption filings
 - vii. MWRD Will County sewer treatment service area
11. Assist Finance staff, with continued emphasis on cross-training and written documentation of processes and procedures.
 12. Assist with the ERP (Enterprise Resource Program) financial software planning and implementation as needed.
 13. Assist Finance Department to update Fiscal Policies Manual as needed.
 14. Coordinate amending the tri-party agreement with New Lenox and Mokena for bulk water service relative to the Maintenance and Operation rate, including meetings with the community representatives.
 15. Coordinate development of a new bulk water service agreement with Illinois American Water.
 16. BA LLC agrees to provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization, as deemed necessary by the Parties.

Other Terms

Brad Bettenhausen will serve as Principal Consultant under this agreement.

The Tinley Park engagement is complex and some tasks are under a tight time line, but both are expected to be well within the capabilities of BA LLC and its representatives to execute and perform the required tasks.

While BA LLC will be heavily relying on Department personnel for support, some additional support may be necessary. Associate Consulting time could also be required to help in the project work elements. BA LLC envisions spending no more than three days a week on site, with possibly some exceptions as may be required from time to time due to the task or activity.

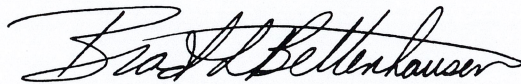
Billing rates:

Principal Consultant \$150 per hour; billed in quarter hour increments

Associate Consultant \$125 per hour; billed in quarter hour increments (if required)

Out of pocket costs, if any, will be billed in addition to the above amounts.

Transportation to and from the Village is not charged, and will not be included in the billing.

A handwritten signature in black ink, reading "Brad Bettenhausen". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Brad Bettenhausen
Managing Director
Bettenhausen & Associates LLC

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 Resolution No. 2023-R-131, “A RESOLUTION AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023

VILLAGE CLERK