

# **NOTICE OF STANDING COMMITTEES**

Scheduled for  
Tuesday, May 14, 2019,  
beginning at 6:30 p.m. in

Council Chambers  
Village Hall of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois

**Public Works Committee**  
**Public Safety Committee**  
**Administration & Legal Committee**

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion  
Clerk  
Village of Tinley Park

**NOTICE OF SPECIAL MEETING OF THE  
ADMINISTRATION & LEGAL COMMITTEE**

Notice is hereby given that a special meeting of the Administration & Legal Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, May 14, 2019, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The agenda is as follows:

1. OPEN THE MEETING
2. CONSIDER THE APPROVAL OF THE MINUTES OF THE ADMINISTRATION AND LEGAL COMMITTEE MEETING HELD ON JANUARY 29, 2019.
3. REVIEW THE COMMITTEE'S ASSIGNED RESPONSIBILITIES UNDER ORDINANCE 2019-O-022.
4. DISCUSS SETTLEMENT AGREEMENT FOR ONGOING SALES TAX LITIGATION – REGIONAL TRANSIT AUTHORITY (RTA).
5. DISCUSS 2018 CODIFICATION OF ORDINANCES.
6. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Special Meeting of the Administration & Legal Committee**  
**January 29, 2019 – 6:30 p.m.**  
**Village Hall of Tinley Park – Council Chambers**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**

Members Present: M. Pannitto, Chairman  
C. Berg, Village Trustee  
J. Curran, Village Trustee

Members Absent: None

Other Board Members Present: M. Glotz, Village Trustee

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
B. Bettenhausen, Village Treasurer  
D. Spale, Village Attorney  
P. Hoban, Economic Development Manager  
R. Zimmer, Executive Assistant to the Mayor  
L. Godette, Deputy Village Clerk

**Item #1** - The Special Meeting of the Administration & Legal Committee was called to order at 6:35 p.m.

**Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE ADMINISTRATION AND LEGAL COMMITTEE MEETING HELD ON NOVEMBER 27, 2018** – Motion was made by Trustee Curran, seconded by Trustee Berg, to approve the minutes of the Administration & Legal Committee meeting held on November 27, 2018. Vote by voice call. Chairman Pannitto declared the motion carried.

**Item #3 – DISCUSS CLASS EV LIQUOR LICENSE FOR MICKEY’S RIBS AND GYROS LOCATED AT 17432 OAK PARK AVENUE** – Mickey’s Ribs & Gyros is a fast service restaurant, serving Tinley Park since 1985. Karol Kruszecki and Andrzej Bezener of Mickey’s Ribs & Gyros approached the Liquor Commissioner’s office requesting a class EV liquor license. The class EV liquor license would allow them to sell beer and wine at retail for consumption on the premises as well as to operate up to five (5) video gaming machines. The video gaming machines are planned to be located in a separate room off of the main dining area.

Andrzej Bezener and Karol Kruszecki, co-owners of Mickey’s Ribs & Gyros were present to answer questions. The co-owners stated their Mickey’s Ribs & Gyros is independently owned and operated from other Mickey’s locations. Trustee Curran asked if any other location serves alcoholic beverages. Mr. Bezener stated Mickey’s located in Oak Forest sells alcoholic beverages. The owners stated there would be no packaged liquor at the Tinley Park location. Trustee Berg asked where the video gaming would be located within the establishment. A map was created, outlining video gaming, which would be located in the southeast corner of the restaurant. Chairman Pannitto asked if the Administration & Legal Committee had any other questions. No one came forward. Trustee Pannitto stated he is not in favor of the spread of gambling throughout Tinley Park and therefore, voted no. Trustee Curran stated he would be in favor of the EV liquor license to Mickey’s, especially since they are a longstanding Tinley Park business and voting no would put the business at a disadvantage. Trustee Berg stated she is in

## Minutes

### Meeting of Administration & Legal Committee

January 29, 2019

favor of the liquor license and agreed there needs to be a level playing field in relation to video gaming in Tinley Park.

Motion was made by Trustee Curran, seconded by Trustee Berg, to recommend future Village Board approval of a class EV liquor license be awarded to Mickey's Ribs & Gyros. Vote by voice. Chairman Pannitto voted no. Chairman Pannitto declared the motion carried.

#### **Item #4 – DISCUSS CLASS A AND CLASS S LIQUOR LICENSE FOR BANGING GAVEL BREWS, 6811 W. HICKORY STREET**

– James Richert, co-owner of Banging Gavel, has been working in conjunction with the Community Development Department over the last year in renovations of the historic Vogt Building with an emphasis on maintaining the historic status of the building, with a plan for a microbrewery and restaurant with a full bar, along with the possibility of serving specialty cocktails, for which a Class A Liquor License would be required. Banging Gavel will be located at 6811 W. Hickory Street, which is next to the future site of Sip. The two businesses would complement each other in close proximity without driving business away from either one.

In addition, Mr. Richert is planning on operating a microbrewery and brew beer on site, for which a Class S liquor license would allow, provided Banging Gavel does not sell more than \$50,000 gallons of beer for off-site consumption per year. Banging Gavel is currently not interested in obtaining a video gaming license.

Mr. Richert was present to answer questions. Mr. Richert stated Crowler's Beer would be the only packaged alcohol sold at Banging Gavel. Mr. Richert stated distribution will be extremely limited due to production restrictions.

Motion was made by Trustee Curran, seconded by Chairman Pannitto, to recommend future Village Board approval of a Class A as well as a Class S liquor license be awarded to Banging Gavel. Vote by voice. Chairman Pannitto declared the motion carried.

#### **Item #5 – DISCUSS CLASS AV LIQUOR LICENSE FOR SIP LOCATED AT 17424 OAK PARK AVENUE**

– In October 2018, Neal Hummitsch, owner of Sip, approached Mayor Vandenberg's office about opening up a wine bar, to be called Sip, within Tinley Park, with the possibility of serving specialty cocktails or high-end spirits, for which a Class A liquor license would be needed and per Village Board approval, was awarded to Sip. Mr. Hummitsch described the business model as one built on innovation and efficiency of service. The wine bar would operate using machines commonly known as "wine dispensers and coolers." The use of these machines is a new approach to the wine bar business, which combines technology with customer service. Each machine would operate using a "key tag" system. Upon arrival, each customer would be given a key tag, which would track usage while at Sip. A customer would select a specific wine from the wine dispenser and cooler and swipe the key tag at the machine, which would then bring up their bill and add the cost of the selected wine. Using these machines to track each customer's bill will allow the business to serve samples of wine in much smaller quantities, which is more appropriate for wine tasting rather than a traditional five (5) ounce pour. The Mayor's Office expressed concerns over monitoring customers to ensure this new service method does not result in overserving customers, to which Mr. Hummitsch assured Mayor Vandenberg the business would be staffed with BASSET-certified servers, ensuring no customer would be overserved.

Sip will be located at 17424 S. Oak Park Avenue, which is next to the future site of Banging Gavel Brews. The two businesses would complement each other rather than compete with one another's customer base. Mr. Hummitsch is currently interested in obtaining a video gaming license, which requires a license class change from A to AV. Mr. Hummitsch was present to address any questions or

## **Minutes**

### **Meeting of Administration & Legal Committee**

**January 29, 2019**

concerns. Mr. Hummitsch stated video gaming at Sip would be a total of five (5) machines, located in a separate room from the main dining area.

Motion was made by Trustee Curran, seconded by Trustee Berg, to recommend future Village Board approval of a Class AV liquor license be awarded to Sip. Vote by voice. Chairman Pannitto voted no. Chairman Pannitto declared the motion carried.

**Item #6 – RECEIVE COMMENTS FROM THE PUBLIC** – Nancy O’Connor stated she feels video gaming in Tinley Park is “getting out of hand.” Ms. O’Connor stated she is concerned that every business within the community will be awarded a video gaming license if they would like one and a limit needs to be in place. Diane Galante inquired about the set limit of video gaming, the process needed for the Village Board to raise the cap and the concern of the Village Board raising the cap every time a business requests a video gaming license.

Dave Niemeyer, Village Manager stated it is Rob Zimmer’s last week working as the executive assistant to the mayor and acknowledged Rob’s many efforts and hard work, as did the Administration & Legal Committee.

#### **ADJOURNMENT**

Motion was made by Chairman Pannitto, seconded by Trustee Berg, to adjourn this Special Meeting of the Administration & Legal Committee. Vote by voice call. Chairman Pannitto declared the motion carried and adjourned the meeting at 6:55 p.m.

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

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**ORDINANCE**  
**NO. 2019-O-022**

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**AN ORDINANCE AMENDING TITLE III CHAPTER 30  
SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE  
ENTITLED "STANDING COMMITTEES"**

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

**CYNTHIA A. BERG**  
**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
**DIANE M. GALANTE**  
**MICHAEL W. GLOTZ**  
**MICHAEL G. MUELLER**  
**Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**ORDINANCE NO. 2019-O-022**

**AN ORDINANCE AMENDING TITLE III CHAPTER 30  
SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE  
ENTITLED "STANDING COMMITTEES"**

**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 believe it is in the best interests of the Village and its residents to amend Title III, Chapter 30 Section 40 of the Tinley Park Municipal Code to conform the committee structure to reflect the actual operations of the Village and to efficiently schedule said meetings; 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 to amend the aforementioned provisions of the Tinley Park Municipal Code pursuant to this Ordinance; and

**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 Title III Chapter 30 Section 40 (30.40) of the Tinley Park Municipal Code entitled "STANDING COMMITTEES" is hereby amended by deleting the language in its entirety and replacing it with the underlined text as follows:

The following are hereby established as the Standing Committees of the Board of Trustees of the Village:

(A) **Finance Committee** shall have the following functions:

- (1) Oversee preparation of Annual Budget, Financial Reporting and audit functions;
- (2) Oversee revenue generation activities including property tax levies, sales tax, and other taxes imposed by the village;
- (3) Oversee long-term financing/ bonds.
- (4) Oversee all matters and recommendations from the Treasurer's Office

(B) **Community Development** shall have the following functions:

- (1) Oversee comprehensive planning of village-uses-both development and redevelopment;
- (2) Oversee planning requests including development and redevelopment;
- (3) Oversee requests for zoning and building ordinance variances;
- (4) Oversee compliance with village zoning, building and health ordinances;
- (5) Oversee incorporation of Green Initiatives into codes where applicable/practical;
- (6) Oversee Building Code changes;
- (7) Oversee consumer protection initiatives.
- (8) Oversee economic development efforts including special taxing areas and tax increment financing districts;
- (9) Oversee and review all Economic Incentive polices and Agreements;

(C) **Public Safety Committee** shall have the following functions:

- (1) Oversee matters of public safety including police, fire and emergency management services;
- (2) Oversee outsourced services related to provision of public safety services (ambulance).

(D) **Administration and Legal** shall have the following functions:

- (1) Oversee all matters concerning the organization, reorganization and efficient management of Village government;
- (2) Oversee and monitor federal and state legislation and administrative regulations in which the Village may have an interest;
- (3) Oversee human resources activities, including compensation and collective bargaining and internal communications.
- (4) Oversee outsourced Service Agreements in conjunction with departments/ liaisons;
- (5) Periodically review and make recommendations for changes to the Village Code.



(E) **Public Works Committee** shall have the following functions:

- (1) Oversees matters of Village infrastructure and maintenance of streets, sanitary sewers and water lines under village jurisdiction;
- (2) Oversees the village flood mitigation program and maintenance of supporting infrastructure (detention, retention) under village jurisdiction;
- (3) Oversees outsourced services for engineering maintenance;
- (4) Oversees coordination/ communication with other jurisdiction/ agencies.

(F) ~~**Economic Development and Marketing**~~ shall have the following functions:

- ~~(1) — Oversee economic development efforts including special taxing areas and tax increment financing districts;~~
- ~~(2) — Oversee and review all Economic Incentive policies and Agreements;~~
- (2) (1) Identify, develop and oversee the marketing of the Village assets and programs;
- (3) (2) Identify and develop initiatives to achieve economic gain to the Village while preserving the integrity of the Village and its brand;
- (4) (3) Oversee communications with external constituencies.
- (4) Communicate information and events of the Village of Tinley Park to the public

(G) The following Standing Committees shall hold their regular meetings on the Second Tuesday of each Month at ~~7:30 p.m.~~ 6:30 p.m.

- (1) ~~The Public Works Committee;~~
- (2) ~~The Community Development Committee~~ Administration & Legal
- (3) The Public Safety Committee.

(H) (H) The following Standing Committees shall hold their regular meetings on the Fourth Tuesday of each month at ~~7:30 p.m.~~ 6:30 p.m.

- (1) The Finance Committee;
- (2) The Economic Development and Marketing Committee;
- (3) ~~The Administration and Legal Committee.~~ The Community Development Committee

**Section 4:** 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 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**Section 6:** The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 7<sup>th</sup> day of May, 2019.

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

NAYS: None

ABSENT: None

APPROVED THIS 7<sup>th</sup> day of May, 2019.



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VILLAGE PRESIDENT

ATTEST:



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VILLAGE CLERK

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-022, "AN ORDINANCE AMENDING TITLE III CHAPTER 30 SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "STANDING COMMITTEES" ," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 7, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7<sup>th</sup> day of May, 2019.

  
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KRISTIN A. THIRION, VILLAGE CLERK



# MEMORANDUM

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TO: Village Board

FROM: Brad Bettenhausen, Treasurer/Finance Director

RE: RTA Litigation Settlement Agreement

DATE: 9 May 2019

In the fall of 2011, the Village of Tinley Park joined in a lawsuit filed by the RTA, Cook County and a number of municipalities against the City of Kankakee and the Village of Channahon, a number of sales tax broker entities, and certain retailers regarding the sourcing of taxable sales outside of the plaintiffs' jurisdictions to avoid (or reduce) local and regional sales taxes. The Village of Tinley Park is a co-plaintiff in the lawsuit which is managed by the RTA in consultation with the co-plaintiffs.

In 2016, the Village was party to a similar settlement agreement with two of the defendants who were sales tax brokerage entities. The current agreement provides for a settlement with the City of Kankakee. The terms of the settlement agreements are very similar and the Village's attorneys for this litigation at Klein Thorpe and Jenkins have reviewed the agreement and find it acceptable.

The Village's share of this settlement agreement is expected to be no more than \$7,000 and similar to the settlement previously received from the 2016 agreement.

It is recommended that the proposed Settlement Agreement and Release be approved by the Village Board.

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) made as of the \_\_\_\_\_ day of April, 2019, by and between the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, “PLAINTIFFS”)) and Defendant the CITY OF KANKAKEE (KANKAKEE), WITNESSETH.

### **RECITALS**

WHEREAS, the RTA is a special purpose unit of local government and municipal corporation of the State of Illinois with service to and jurisdiction over the following counties in respect to mass ground public transit: Cook, DuPage, Kane, Lake, McHenry, and Will;

WHEREAS, the COUNTY of COOK is a body politic and corporate of the State of Illinois;

WHEREAS, the Villages of FOREST VIEW; TINLEY PARK; ORLAND PARK; ELK GROVE VILLAGE; HAZEL CREST; and NORTHBROOK are Illinois home rule municipalities;

WHEREAS, the Villages of LEMONT and MELROSE PARK are Illinois non-home rule municipalities;

WHEREAS, the PLAINTIFFS are entitled to certain shares of retailers’ occupation taxes imposed on the business of selling tangible personal property within their jurisdictions pursuant to state law (“sales tax”);

WHEREAS, KANKAKEE is an Illinois home rule municipality in Kankakee County, Illinois.

WHEREAS, at all times relevant, KANKAKEE was party to multiple written non-brokered economic development agreements (the “Direct EDAs”) with certain retailers identified in Counts IV, V, VI and VII of the Sixth Amended Complaint filed by RTA in the Lawsuit referenced below (the “RETAILERS”). Pursuant to the Direct EDAs, the RETAILERS reported to the Illinois Department of Revenue (the “Department”) that certain of their sales took place in KANKAKEE, and thereafter received incentive payments measured as a percentage of taxes collected from their reported retail sales in that municipality;

WHEREAS, the PLAINTIFFS assert that the RETAILERS subject to the Direct EDAs engaged in the business of selling within one or more of the PLAINTIFFS’ taxing jurisdictions, but improperly reported those sales as taking place in KANKAKEE;

WHEREAS, the PLAINTIFFS assert that, as a result of the mis-reporting of retail sales as taking place in KANKAKEE, the PLAINTIFFS lost sales tax revenues that would otherwise have been paid to them by the State of Illinois, as well as a 30% Public Transportation Fund match payable to the RTA pursuant to 70 ILCS 3615/4.09(a)(1)-(2);

WHEREAS, KANKAKEE denies the impropriety of entering into the Direct EDAs; denies that there has been any mis-sourcing or mis-reporting of retail sales; denies that it facilitated any mis-sourcing or mis-reporting of retail sales in any respect; and further denies that the PLAINTIFFS lost any sales tax revenue as a result of their actions;

WHEREAS, the PLAINTIFFS brought suit against KANKAKEE and others in the Circuit Court of Cook County, Illinois, as consolidated cases 2011 CH 29744 and 2011 CH 34266 (the "Lawsuit") alleging violations of Illinois statutory and common law, including violations of 65 ILCS 5/8-11-21, and losses due to the improper sourcing of sales taxes;

WHEREAS, KANKAKEE denies any wrongdoing or violation of law, and further denies any liability to PLAINTIFFS; and

WHEREAS, the aforementioned parties are desirous of resolving all contested matters presently existing in regard to KANKAKEE's Direct EDAs with RETAILERS;

NOW, THEREFORE, IT IS AGREED as follows:

### **SETTLEMENT TERMS**

1. Each of the recitals set forth above is expressly incorporated herein.
2. KANKAKEE shall cause to be paid to the PLAINTIFFS the sum of Four Hundred Thousand dollars (\$400,000.00) (the "Settlement Amount") within seven (7) days of execution of this Agreement. Said payment shall be delivered and made payable to the RTA and the County of Cook for distribution among the PLAINTIFFS in any manner agreed to by and between the PLAINTIFFS.
3. Commencing not later than the date of execution of this Agreement, KANKAKEE will terminate any and all agreements between it and the RETAILERS regarding the sourcing of sales taxes to KANKAKEE and will not re-enter, renew, or otherwise make operational the Direct EDAs previously entered with the RETAILERS regarding the sourcing of sales taxes.
4. KANKAKEE agrees to follow and abide by the laws of the State of Illinois and the regulations promulgated by the Department regarding the sourcing and reporting of retail sales for tax purposes, as now in effect and to be amended and/or enacted in the future.
5. Notwithstanding anything to the contrary herein, this Agreement shall not preclude or prohibit KANKAKEE from entering into EDAs allowed by law.
6. If KANKAKEE determines at any time in the future to enter into an EDA or like agreement with any retailer that engages in the business of selling within the RTA's six-county taxing jurisdiction, it agrees to provide the RTA and all other PLAINTIFFS where the retailer has a retail location or warehouse with written notice of the terms of the contemplated EDA or like agreement at least 30 days before said EDA or like agreement is to become effective. Said written notice shall describe the contemplated sales activity and shall be delivered by e-mail to the persons identified in Exhibit A, attached hereto.
7. Within three (3) business days following receipt of payment, the PLAINTIFFS shall file an Agreed Order dismissing with prejudice their pending causes of action relating to the Direct EDAs between KANKAKEE and the RETAILERS (Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266).

8. All other claims now pending in the Lawsuit that are unrelated to KANKAKEE'S Direct EDAs with the RETAILERS are unaffected by this settlement.
9. Release of KANKAKEE – In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge KANKAKEE, and its successors, affiliates, related entities, subsidiaries, divisions, departments, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and elected officials (“KANKAKEE RELEASED PARTIES”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys’ fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the KANKAKEE RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the KANKAKEE Direct EDAs, as well as the activities of any RETAILER that received sales tax rebates from KANKAKEE directly or indirectly as a result of the KANKAKEE Direct EDAs. Nothing herein shall be construed to release KANKAKEE from any obligations under this Agreement.
10. Release of the RETAILERS – In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, the RETAILERS identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 or Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266, as well as their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the “RELEASED RETAILERS”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys’ fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the RELEASED RETAILERS by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the KANKAKEE Direct EDAs including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the RELEASED RETAILERS from any causes of action pending against them for EDAs with the Village of Channahon or any other municipality other than KANKAKEE, or any of their obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each RETAILER identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266 shall execute and deliver to PLAINTIFFS a release of the PLAINTIFFS in the form attached as Exhibit B within seven (21) days of execution of this Agreement. The release set forth in this paragraph shall not apply to any person or entity for which a release of the PLAINTIFFS in the form attached as Exhibit B has not been executed and delivered to PLAINTIFFS within seven (21) days of execution of this Agreement, unless the parties mutually agree to further extend that deadline.
11. Avoidance of Double Recovery in Future Audits. By executing this Agreement, the PLAINTIFFS each agree not to seek recovery of their respective retailers’ occupation

taxes or their portion of state use tax monies from any RELEASED RETAILER, or from KANKAKEE with respect to the sales of any RELEASED RETAILER, in whole or in part, jointly or separately, related to any retailers' occupation tax or use tax monies allocated to KANKAKEE as a result of any RELEASED RETAILER reporting its sales as having occurred in KANKAKEE before the effective date of this Agreement, including by virtue of any examination of any RELEASED RETAILER by the Department covering the Settlement Period. To wit, if the Department examines any RELEASED RETAILER for any period before the effective date of this Agreement, such RELEASED RETAILER shall be permitted – pursuant to this paragraph – to make the Department aware of this Agreement and the “Release of the RETAILERS” contained herein. Should the Department determine that any liability exists related to any PLAINTIFF, for any sale by any RELEASED RETAILER covering any portion of the period before the effective date of this Agreement, and insist upon collecting those amounts on behalf of any PLAINTIFF, then, in respect of the release contained in this Agreement and in order to avoid a double recovery or a recovery of amounts in excess of those agreed to and received under this Agreement, the PLAINTIFF or PLAINTIFFS will pay any such monies received from the Department as a result of such a finding as to any RELEASED RETAILER, within fourteen (14) days of receipt, into an escrow account (the “Account”) to be maintained by a third-party escrow agent (the “Agent”). Any funds distributed into that Account shall be distributed by the Agent on a pro rata basis to KANKAKEE and the RELEASED RETAILERS consistent with their respective contributions to the Settlement Amount.

12. Release of the PLAINTIFFS – In consideration of the rights, obligations and other terms as stated in this Agreement, KANKAKEE hereby fully and forever releases, remises, acquits and discharges PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, “PLAINTIFF RELEASED PARTIES”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which KANKAKEE now holds or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the KANKAKEE Direct EDAs, as well as the activities of any RETAILER that received sales tax rebates from KANKAKEE directly or indirectly as a result of a KANKAKEE Direct EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement.
13. Except as set forth in paragraph 11 of this Agreement, the parties acknowledge and agree that this settlement shall in no way affect the distribution of funds or the assessment of liability that may be made pursuant to the Department's pending and/or future audits of any of the released parties and/or related retailers.
14. Each and every term of this Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.
15. Nothing in this Agreement can be construed as an admission or acknowledgement of wrongdoing or liability on behalf of KANKAKEE or any RETAILER. This Agreement constitutes the compromise of disputed claims, causes of actions, denials, defenses made or to be made by the Parties or any of them, and is being entered into solely for the purpose of bringing to an end the real or potential claims referred to herein and to avoid



further costs of litigation. The Parties understand and agree that neither their entry into this Agreement nor the payment of money pursuant to this Agreement shall constitute an admission of liability by any Party to any person or entity. This Agreement, each of its provisions, any prior drafts thereof, any negotiations, proceedings, or agreements relating to it, and any matter arising in connection with such negotiations, proceedings, or agreements shall not be offered or received in evidence in any litigation other than litigation brought to enforce the terms of this Agreement.

16. The RETAILERS are intended third-party beneficiaries of this Agreement, and may rely upon and avail themselves of the Release provided by this Agreement in any future litigation, or threatened litigation, with the PLAINTIFF RELEASED PARTIES. This Agreement may not be relied upon for any purpose by, or create any rights in, any other person who is not a party to this Agreement or a released party.
17. This Agreement constitutes the entire, complete and integrated statement of each and every term and provision agreed to by and among the parties and is not subject to any condition not provided for herein. This Agreement supersedes any prior representations, promises, or warranties (oral or otherwise) made by any party in respect to this matter, and no party shall be liable or bound to any other party for any prior representation, promise or warranty (oral or otherwise) except for those expressly set forth in this Agreement. This Agreement shall not be modified in any respect except by a writing executed by all parties hereto.
18. It is acknowledged that each party, with the assistance of competent counsel, has participated in the drafting of this Agreement. The parties agree that this Agreement has been negotiated at arms' length by parties of equal bargaining power, each of whom was represented by competent counsel of its own choosing. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.
19. The parties expressly declare and represent that they have read this Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept the terms and conditions contained herein, and that they enter into this Agreement willingly, knowingly, and without compulsion.
20. Should any of the provisions of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement, unless the illegality or invalidity of the illegal or invalid part, term or provision causes this Agreement to fail of its essential purpose, in which case, this entire Agreement shall become invalid and shall be null and void.
21. Each of the undersigned further declares and represents that he or she is competent to execute this instrument and that he or she is duly authorized, and has the full legal right and authority, to execute this Agreement on behalf of the party for whom he or she is signing.
22. The parties shall bear their own expenses, including costs and attorneys' fees, incurred in connection with the negotiation, drafting, and execution of this Agreement, and all

matters relating to the subject matter herein.

23. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.
24. The parties agree that the terms of this Agreement are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of laws.
25. The parties agree that any dispute regarding or arising out of this Agreement must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.
26. The Parties agree that the contents of this Agreement may be disclosed, subject to the provisions of this Agreement, only: (1) to the members of the RTA Board, to any and all of the members and staff of the RTA's three Service Boards (the Chicago Transit Authority, the Commuter Rail Division of the Regional Transportation Authority (also commonly referred to as "Metra"), and the Suburban Bus Division of the Regional Transportation Authority (also commonly referred to as "Pace")); (2) to members of the Cook County Board and its staff; (3) to members of the Village Boards of the PLAINTIFF municipalities and their staff; (4) to KANKAKEE's Mayor and members of its City Council; (5) to attorneys, accountants, appraisers and other persons for the purpose of providing accounting or tax advice or services to the Parties; (6) in any legal dispute between or among any the Parties to this Agreement; and (7) in accordance with an order entered by a court of competent jurisdiction.

Moreover, acknowledging that the Parties are public bodies subject to the Illinois Freedom of Information Act ("FOIA") and other public disclosure requirements, it is therefore agreed that if there is a legally required public disclosure of any of the terms of this Agreement pursuant to FOIA or other public disclosure law, the disclosing Party shall notify the non-disclosing Parties in writing at least three (3) business days prior to such disclosure of any of the terms of this Agreement pursuant to such requirement. Written notice shall be provided to the non-disclosing Parties as follows: General Counsel, Regional Transportation Authority, 175 W. Jackson Blvd., Suite 1650, Chicago IL 60604; Deputy Director of Tax Compliance, Cook County Department of Revenue, 118 N. Clark Street, Room 1160, Chicago, IL 60602; and Comptroller, City of Kankakee, 304 South Indiana Ave., Kankakee, Illinois 60901. Except for the permitted disclosures referenced above, the Parties further agree not to initiate publicity regarding the fact of settlement, and not to make any public statement regarding the settlement except as required by law or as set forth below in this paragraph. If media requests are received or questions raised regarding this Agreement, the party to whom the request is made shall respond, without elaboration: "In recognition of the hazards and expenses of litigation, the parties decided to settle this lawsuit. Further comment regarding the settlement is prohibited by the parties' Settlement Agreement." The individuals to whom the contents of this Agreement are disclosed pursuant to subsections (1) through (5) of this paragraph ("Party-Related Information Recipients") are bound by this paragraph as if they had specifically signed this Agreement. Violations of this paragraph by Party-Related Information Recipients shall be deemed violations by the party who discloses the Agreement to the Party-Related Information Recipient who violates the provisions of this

paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

CITY OF KANKAKEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

COUNTY OF COOK

VILLAGE OF FOREST VIEW

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

VILLAGE OF TINLEY PARK

VILLAGE OF LEMONT

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

VILLAGE OF ORLAND PARK

ELK GROVE VILLAGE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

VILLAGE OF MELROSE PARK

By: \_\_\_\_\_

Its: \_\_\_\_\_

VILLAGE OF HAZEL CREST

By: \_\_\_\_\_

Its: \_\_\_\_\_

VILLAGE OF NORTHBROOK

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A TO SETTLEMENT AGREEMENT AND RELEASE  
PLAINTIFFS' CONTACT LIST**

**The Regional Transportation Authority**

RTA General Counsel and Deputy General Counsel: Nadine Lacombe, Allison Noback

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[NobackA@rtachicago.org](mailto:NobackA@rtachicago.org)

HEYL, ROYSTER, VOELKER & ALLEN, P.C.

John P. Heil, Jr., Brett M. Mares

33 N. Dearborn Street, 7<sup>th</sup> Floor

Chicago, IL 60602

Phone: (312) 853-8700

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[chiecf@heyloyster.com](mailto:chiecf@heyloyster.com)

[peocf@heyloyster.com](mailto:peocf@heyloyster.com)

TABET DIVITO & ROTHSTEIN LLC

Gino L. DiVito, Karina Zabicki DeHayes, Daniel I. Konieczny

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Chicago, IL 60604

Phone: (312) 762-9450

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[DKonieczny@tdrlawfirm.com](mailto:DKonieczny@tdrlawfirm.com)

[edocket@tdrlawfirm.com](mailto:edocket@tdrlawfirm.com)

**The County of Cook**

COOK COUNTY STATE'S ATTORNEY'S OFFICE

Assistant State's Attorneys Daniel H. Brennan, Jr., James Beligratis

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Chicago, IL 60602

Phone: (312) 603-5440

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[james.beligratis@cookcountyil.gov](mailto:james.beligratis@cookcountyil.gov)

**Village of Forest View**

Village Administrator: Mark Masciola

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

Judith Kolman

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Chicago, IL 60602

Phone: (312) 541-1070

[MarkMasciola@forestview-il.org](mailto:MarkMasciola@forestview-il.org)

[jkolman@rmcj.com](mailto:jkolman@rmcj.com)

**Village of Tinley Park**

Village Manager and Treasurer: Dave Niemeyer, Brad Bettenhausen

KLEIN, THORPE & JENKINS, LTD.

Terrence M. Barnicle, Thomas M. Melody, Howard C. Jablecki

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[tmmelody@ktjlaw.com](mailto:tmmelody@ktjlaw.com)

[hjablecki@ktjlaw.com](mailto:hjablecki@ktjlaw.com)

**Village of Orland Park**

Village Manager and Finance Director: Joseph S. LaMargo and Annmarie Mampe

KLEIN, THORPE & JENKINS, LTD.

Dennis G. Walsh, Howard C. Jablecki

15010 S. Ravinia Ave., Suite 10

Orland Park, IL 60462

Phone: (708) 349-3888

[manager@orlandpark.org](mailto:manager@orlandpark.org)

[finance@orlandpark.org](mailto:finance@orlandpark.org)

[dgwaltsh@ktjlaw.com](mailto:dgwalth@ktjlaw.com)

[hjablecki@ktjlaw.com](mailto:hjablecki@ktjlaw.com)

**Village of Lemont**

Village Administrator: George Schafer

TRESSLER LLP

Andrew S. Paine

233 S. Wacker Drive, 22<sup>nd</sup> Floor

Chicago, IL 60606

Phone: (312) 627-4154

[gschafer@lemont.il.us](mailto:gschafer@lemont.il.us)

[apaine@tresslerllp.com](mailto:apaine@tresslerllp.com)

**Village of Northbrook**

HOLLAND & KNIGHT

Steven Elrod, Stewart Weiss

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Phone: (312) 578-6565

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[Stewart.Weiss@hklaw.com](mailto:Stewart.Weiss@hklaw.com)

**Elk Grove Village**

George Knickerbocker, Village Attorney

ELK GROVE VILLAGE

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Elk Grove Village, IL 60007

Phone: (847) 357-4032

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**Village of Hazel Crest**

Village Manager: Donna M. Gayden  
ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE  
Judith Kolman  
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[dgayden@villageofhazelcrest.com](mailto:dgayden@villageofhazelcrest.com)  
[jkolman@rmcj.com](mailto:jkolman@rmcj.com)

**Village of Melrose Park**

DEL GALDO LAW GROUP, LLC  
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Berwyn, Illinois 60402  
Phone: (708) 222-7000  
[zimmer@dlglawgroup.com](mailto:zimmer@dlglawgroup.com)

**EXHIBIT B TO SETTLEMENT AGREEMENT AND RELEASE**  
**RECIPROCAL RELEASE AGREEMENT BY RETAILERS**

THIS RELEASE AGREEMENT (“Release”) made as of the \_\_\_\_\_ day of April, 2019, by and between \_\_\_\_\_ (“RETAILER”) and the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, “PLAINTIFFS”)), WITNESSETH.

**RECITALS**

WHEREAS, RETAILER is identified as a party to a written non-brokered economic development agreement (“Direct EDA”) with the City of Kankakee in Count IV, V, VI or VII of the Sixth Amended Complaint in 2011 CH 29744 in the Circuit Court of Cook County, Illinois, or Count IV, V or VI of the Third Amended Complaint in 2011 CH 34266 in the Circuit Court of Cook County, Illinois; and

WHEREAS, as part of the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee (“KANKAKEE”) dated December \_\_, 2018, PLAINTIFFS have agreed to release RETAILER provided that RETAILER executes a reciprocal release of PLAINTIFFS.

NOW, THEREFORE, IT IS AGREED as follows:

**TERMS**

1. Release of the PLAINTIFFS – In consideration of the rights, obligations and other terms as stated in the Settlement Agreement and Release, RETAILER hereby fully and forever releases, remises, acquits and discharges PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, “PLAINTIFF RELEASED PARTIES”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys’ fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which RETAILER now holds or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Direct EDA, as well as the activities of KANKAKEE directly or indirectly as a result of the Direct EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each PLAINTIFF shall execute the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee (“KANKAKEE”) dated December \_\_, 2018, which includes the following release of RETAILER:

10. Release of the RETAILERS – In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, the RETAILERS identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 or Counts IV, V and VI of



the Third Amended Complaint in 2011 CH 34266, as well as their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the "RELEASED RETAILERS") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the RELEASED RETAILERS by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the KANKAKEE Direct EDAs including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the RELEASED RETAILERS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each RETAILER identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266 shall execute and deliver to PLAINTIFFS a release of the PLAINTIFFS in the form attached as Exhibit B within seven (7) days of execution of this Agreement. The release set forth in this paragraph shall not apply to any person or entity for which a release of the PLAINTIFFS in the form attached as Exhibit B has not been executed and delivered to PLAINTIFFS within seven (7) days of execution of this Agreement.

The release set forth in this paragraph shall not apply to any PLAINTIFF that has not executed the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, which includes the foregoing release of RETAILER.

2. RETAILER agrees that the terms of this Release are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of laws.
3. RETAILER agrees that any dispute regarding or arising out of this Release must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Release Agreement as the date first above written.

RETAILER: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



# Interoffice Memo

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**Date:** May 8, 2019

**To:** Administration & Legal Committee

**From:** Kristin A. Thirion

**Subject:** 2018 Codification of Ordinances

The attached ordinance approves the periodic update of codification or ordinances. This supplement includes all ordinances adopted by the Village Board in 2018. After this update, the new version of the Municipal Code will be available on the Village Website.

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE  
NO. 2019-0-023**

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**AN ORDINANCE ADOPTING CERTAIN AMENDMENTS TO THE  
TINLEY PARK MUNICIPAL CODE – 2019 S-33 SUPPLEMENT**

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

**CYNTHIA A. BERG  
WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
MICHAEL W. GLOTZ  
MICHAEL G. MUELLER  
Board of Trustees**

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**ORDINANCE  
NO. 2019-0-023**

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

**AN ORDINANCE ADOPTING CERTAIN AMENDMENTS  
TO THE TINLEY PARK MUNICIPAL CODE – 2019 S-33 SUPPLEMENT**

**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: That the Supplement to the Tinley Park Municipal Code attached hereto (identified as the 2019 S-033 Supplement), is hereby adopted and enacted as a part of the Tinley Park Municipal Code, and shall supersede all other general and permanent ordinances dealing with the same subject matters and conflicting with the provisions hereof passed by the President and Board of Trustees on or before December 31, 2018, except such as by reference thereto in said amendments are expressly saved from repeal or continued in force and effect for any purpose.

Section 2: That such additions or amendments to such Code are intended by the President and Board of Trustees to become a part of said Municipal Code, and shall be deemed to be incorporated in such Code, so that reference to the ATinley Park Municipal Code,@ shall be understood and intended to include such additions and amendments.

Section 3: That a copy of such Code, including the amendments, shall be kept on file in the Office of the Village Clerk and preserved in loose leaf form. It shall be the express duty of the Clerk, or someone authorized by the Clerk, to insert in their designated places such amendments. This copy of such code as amended shall be available for all persons desiring to examine the same and shall be considered the official Tinley Park Municipal Code.

Section 4: That whenever in such Code any act is prohibited or is made or declared to be unlawful or a misdemeanor or a violation of such Code, where no specific penalty is provided therefor, the violation of any such provision of such Code shall be punished by a fine of not more than \$750. Each day any violation of any provisions of the Code shall continue shall constitute a separate offense.

Section 5: That in case of the amendment of any Section of the Code for which a penalty is not provided, the general penalty as provided in Section 4 of this Ordinance shall apply to the section as amended, or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another section, that penalty shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

Section 6: That it shall be unlawful for any person, firm, or corporation to change or amend by additions or deletions, any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the laws of the Village of Tinley Park to be misrepresented thereby. Any person, firm, or corporation violating this Section shall be punished as provided in Section 4 of this Ordinance.

Section 7: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8: That this Ordinance, and the amendments adopted hereby, shall be in full force and effect from and after their passage, approval, and publication in pamphlet form as provided by law.

Section 9: That the Village Clerk be and hereby is authorized and directed to publish this Ordinance and the amendments adopted hereby, in book or pamphlet form.

ADOPTED this \_\_\_\_ day of May, 2019, by a roll call vote of the Corporate Authorities of the Village of Tinley Park as follows:

**AYES:**

**NAYS:**

**ABSENT:**

APPROVED this \_\_\_\_\_, day of May, 2019.

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**VILLAGE PRESIDENT**

ATTEST:

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**VILLAGE CLERK**

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-023, “AN ORDINANCE ADOPTING CERTAIN AMENDMENTS TO THE TINLEY PARK MUNICIPAL CODE 2019 S-33 SUPPLEMENT” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May \_\_\_\_, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK

DRAFT

**PUBLIC  
COMMENT**

**ADJOURNMENT**