
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-101

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TAX
INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BRIXMOR IA
TINLEY PARK PLAZA, LLC**

**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**

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) has previously entered into Tax Increment Financing Redevelopment Agreement (“Agreement”) with Brixmor IA Tinley Park Plaza, LLC (“Brixmor”) pertaining to the redevelopment of the Tinley Park Plaza, and

WHEREAS, the Village desires to approve a First Amendment (“Amendment”), attached hereto as Exhibit 1, to said Agreement amending Section 6.4 of said Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of a Resolution Approving the First Amendment to the Tax Increment Financing Redevelopment Agreement by and between The Village of Tinley Park Cook County, Illinois and Brixmor IA Tinley Park Plaza, LLC, substantially in the form attached hereto as Exhibit 1 (“Tax Increment Redevelopment Agreement”); and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

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

SECTION 2: The President and the Board of Trustees hereby approve the First Amendment to the Tax Increment Financing Redevelopment Agreement by and between The Village of Tinley Park Cook County, Illinois and Brixmor IA Tinley Park Plaza, LLC substantially in the form

attached hereto as Exhibit 1; and the Village President and/or the Village Manager are hereby authorized to execute said First Amendment to the Tax Increment Financing Redevelopment Agreement, subject to review and revisions as to form by the Village Attorney.

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

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of September 2023.

AYES: Brady, Brennan, Mahoney, Mueller, Shaw

NAYS: ~~None~~

ABSENT: Sullivan

APPROVED THIS 5th day of September 2023.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

Exhibit 1 – First Amendment of Incentive Agreement

**FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT
AGREEMENT**

by and between

THE VILLAGE OF TINLEY PARK, an Illinois Municipal Corporation

and

BRIXMOR IA TINLEY PARK PLAZA, LLC, a Delaware limited liability company

THIS FIRST AMENDMENT (the “Amendment”) TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT is entered into this 19 day of September 2023, by and between the Village of Tinley Park, an Illinois municipal corporation (the “Village”), and Brixmor IA Tinley Park Plaza, LLC, a Delaware limited liability company (the “Developer”); (collectively, the “Parties”).

PREAMBLE

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (the “Act”), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 159th Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street), the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west (the “Redevelopment Project Area”). The Redevelopment Project Area is legally described and depicted in Exhibit A attached to the Agreement; and

WHEREAS, on August 18, 2020, the President and Board of Trustees (the “Corporate Authorities”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the “TIF Ordinances”): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax

Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving the 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

WHEREAS, the Parties entered into a TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT as adopted by Resolution No. 20-R-085 dated as of September 15th, 2020 (the “Agreement”), in connection with the redevelopment of the northern portion of Tinley Park Plaza Shopping Center (the “Phase I Project”) at 15903-16205 Harlem Avenue, Tinley Park, Illinois (the “Shopping Center”); and

WHEREAS, the majority of the Phase I Project has been completed and has strong tenant occupancy; and

WHEREAS, the Shopping Center is experiencing persistent vacancies which are largely located in the southern portion of the Shopping Center; and

WHEREAS, the Parties desire that the Developer proceed to redevelop the southern half of the Shopping Center to build on the successes of the Phase I Project; and

WHEREAS, the Developer seeks to undertake a redevelopment plan which includes (A) re-demising and renovating approximately 44,000 square feet of the southern portion of the Shopping Center’s in-line space; (B) new construction of three retail spaces and a possible future out lot, and (C) façade, landscaping, and parking lot upgrades and rehabilitation (the “Phase II Project”); and

WHEREAS, the Developer estimates that the hard and soft costs for the Phase II Project are approximately Sixteen Million Dollars and No Cents (\$16,000,000.00) (the “Phase II Project Budget”) as set forth on Exhibit A attached hereto; and

WHEREAS, without additional tax increment financing assistance from the Village, it is unlikely that the Developer would undertake the Phase II Project in its current configuration; and

WHEREAS, the Parties anticipate that the Developer will incur approximately Fourteen Million Four Hundred Forty-Five Thousand Nine Hundred Sixty-Seven Dollars and No Cents (\$14,445,967.00) in Redevelopment Project Costs for the Phase II Project, as set forth in Exhibit B attached hereto; and

WHEREAS, to facilitate the Phase II Project, the Village is willing to provide additional tax increment financing assistance after it has paid the Maximum Reimbursement Amount pursuant to the original Agreement; and

WHEREAS, pursuant to Section 6.4 of the Agreement, the Parties may amend the Agreement by mutual written consent; and

WHEREAS, the Parties deem it in each Party's best interests to amend the Agreement pursuant to this Amendment; and

WHEREAS, the Corporate Authorities adopted Resolution No. 2023-R-101 on September 5, 2023 to authorize the execution and delivery of this Amendment.

NOW THEREFORE, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals**. The recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Section 1.

2. **Defined Terms.** All capitalized terms utilized in this Amendment not otherwise defined shall have the same meaning as ascribed to such terms as set forth in the Agreement.

3. **Phase II Economic Assistance.** The Agreement is hereby amended to add a new Article IIIA immediately following Article III as follows:

“ARTICLE IIIA

PHASE II INCENTIVES

3A.1 **Village Economic Assistance.** In consideration of the substantial commitment of the Developer to the development and construction of the Phase II Project and in order to induce the Developer to undertake the Phase II Project, the Village shall provide economic assistance to the Developer by reimbursing it for Four Million Nine Hundred Thousand Dollars and No Cents (\$4,900,000.00) of Phase II Project costs (the “Phase II Maximum Reimbursement Amount”), by annual installment payments. The Phase II Maximum Reimbursement Amount shall be reimbursed, to the extent the Developer has incurred at the least the Phase II Maximum Reimbursement Amount in Redevelopment Project Costs as part of the Phase II Project, from Available Incremental Taxes.

3A.2 **Phase II Available Incremental Property Taxes.** Following the issuance of the Certificate of Expenditure for the Phase II Project, as set forth in Section 3A.5, and the payment of the Maximum Reimbursement Amount for the Phase I Project, the Village shall reimburse the Developer from Available Incremental Taxes generated during the Phase II Available Incremental Tax Term for Redevelopment Project Costs in the amount of the Phase II Maximum Reimbursement Amount. The term “Phase II Available Incremental Tax Term” shall mean that 10-year period, commencing on the first day of the

full month following the earlier of (A) the Developer's receipt of the Maximum Reimbursement Amount or (B) the later of the expiration of the Available Incremental Tax Term and the Available Incremental Sales Tax Term, and ending 10 years thereafter; provided, however, that if the Available Incremental Sales Tax Term never commences, the term "Phase II Available Incremental Tax Term" shall mean that 10-year period, commencing on the first day of the full month following the earlier of (Y) the Developer's receipt of the Maximum Reimbursement Amount or (Z) the expiration of the Available Incremental Tax Term, and ending 10 years thereafter. By way of example only, if the Developer receives the Maximum Reimbursement Amount on or about February 1, 2030, then the Phase II Available Incremental Tax Term shall commence March 1, 2030 and end March 1, 2040. By similar example only, if the Available Incremental Tax Term and the Available Incremental Sales Tax Term in the aggregate have ended on or about February 1, 2033, the Phase II Available Incremental Tax Term shall commence March 1, 2033 and end on March 1, 2043. To the extent that the Phase II Maximum Reimbursement Amount has not been paid, reimbursements from Available Incremental Taxes shall be made on or about February 1st following each Collection Year during the Phase II Available Incremental Tax Term and on or about February 1st following the last Collection Year of the Phase II Available Incremental Tax Term. The Village shall include its calculations for each reimbursement payment in its transmittal of the reimbursement payment.

3A.3 The Developer agrees and understands that: (A) the sole source of funds for payment of the Phase II Maximum Reimbursement Amount is expressly limited to Available Incremental Taxes; (B) the Developer is assuming the risk that Available Incremental Taxes generated during the term of this Agreement, as amended, may be less

than the total of the Maximum Reimbursement Amount and the Phase II Maximum Reimbursement Amount; (C) the Developer will have no right to compel the exercise of any taxing power of the Village for payment of any of the reimbursement amounts; (D) the Village's reimbursement obligations pursuant to this Agreement do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Village, the State of Illinois or any political subdivision thereof; and (E) to the extent that the Developer has been fully reimbursed for all TIF eligible Redevelopment Project Costs, there is no other source of funding for the remaining payments toward the Phase II Maximum Reimbursement Amount.

3A.5 Timing of Reimbursement Payments. Upon completion of the Phase II Project, the Developer shall submit a Certificate of Expenditure to document and substantiate the amount of Phase II Project costs incurred by the Developer, including the Redevelopment Project Costs. In addition to the Certificate of Expenditure, the Developer's submission shall include such evidence reasonably acceptable to the Village that validates the Developer has incurred such Redevelopment Project Costs. Such evidence shall include, but is not limited to, owner's sworn statements, contractor and subcontractor lien waivers, invoices and cancelled checks related thereto, or such other documents as may be appropriate or required. The Village shall approve the Certificate of Expenditure within thirty (30) days of receipt, provided that all necessary and sufficient supporting documentation has been supplied by the Developer. All costs approved pursuant to a Certificate of Expenditure shall be included in the calculation of Phase II Project costs. Within thirty (30) days of the commencement of the Phase II Available Incremental Tax Term, the Village shall make its first reimbursement payment from

Available Incremental Taxes toward the Phase II Maximum Reimbursement Amount. Thereafter, the Village shall make payments from Available Incremental Taxes on or about each February 1st during the Phase II Available Incremental Tax Term until the Developer has received the Phase II Maximum Reimbursement Amount. The Parties agree that to the extent that the Developer incurs Phase II Project Redevelopment Project Costs in excess of the Phase II Maximum Reimbursement Amount, such excess Redevelopment Project Costs may be allocated by the Developer, at its election, to Phase I Redevelopment Project Costs for the purpose of being reimbursed from Available Incremental Taxes. Such re-allocation of Redevelopment Project Costs is intended to permit the Developer to receive the Maximum Reimbursement Amount in the event that actual Incremental Sales Taxes are less than projected.

4. **Grocery Tenant.** Section 3.3 of the Agreement is hereby amended to add a new subsection (E) immediately following subsection (D) as amended by Section 4 immediately above as follows:

“E. In the event that Grocery Tenant terminates, or Developer terminates, the Grocery Tenant’s lease at the Shopping Center, Developer agrees to use all commercially reasonable efforts to replace Grocery Tenant with another grocer tenant.”

5. **Term of the Agreement.** The term of the Agreement set forth in Section 6.11 of the Agreement shall be extended until the earlier of: (A) the Developer’s receipt of the Maximum Reimbursement Amount plus the Phase II Maximum Reimbursement Amount or (B) the last day of the Phase II Available Incremental Tax Term. The Village’s obligation to make a final reimbursement payment of Available Incremental Taxes under the Phase II Available Incremental

Tax Term shall survive the term of the Agreement and the Developer's rights and remedies to enforce such obligation shall survive the term of the Agreement.

6. **Commencement of the Phase II Project.** The Developer shall use commercially reasonable efforts to commence construction of the Phase II Project on or before the date that is one hundred eighty (180) days following the later of (A) the Corporate Authorities' execution of this Amendment and (B) the Developer's receipt of all necessary governmental approvals for the Phase II Project.

7. **Completion of the Phase II Project.** The Developer shall use commercially reasonable efforts to complete construction of the Phase II Project within twenty-four (24) months of commencement of work, subject to any Force Majeure Delays and extraordinary construction delays.

8. **Effect of Amendment.** This First Amendment amends the Agreement, and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the original Agreement. Except as expressly modified by this First Amendment, the remaining terms of the original Agreement continue, remain in full force and effect, are not modified by this First Amendment, and the Parties hereby ratify and confirm each and every provision thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers on the above date at Tinley Park, Illinois.

[Signature page to follow]

Village of Tinley Park
an Illinois municipal corporation

By: _____
Village President

Date: _____, 2023

ATTEST:

By: _____
Village Clerk

Date: _____, 2023

Brixmor IA Tinley Park Plaza, LLC,
a Delaware Limited Liability Company

By: _____

Its: EVP - President - Midwest

Date: Sept 19, 2023

ATTEST:

By: Sha Sin

Its: _____

Date: Sept 19, 2023

Village of Tinley Park
an Illinois municipal corporation

By: Michael W. Lley
Village President

Date: September 5, 2023

ATTEST:

By: Nancy McConner
Village Clerk

Date: September 5, 2023

Brixmor IA Tinley Park Plaza, LLC,
a Delaware Limited Liability Company

By: _____

Its: _____

Date: _____, 2023

ATTEST:

By: _____

Its: _____

Date: _____, 2023

EXHIBIT A
Phase II Project Budget

Soft Costs	Amount
Permits & Fees	\$445,000
Architects & Engineering	\$398,940
Civil Engineering	\$143,421
Environmental Consultant	\$20,000
Soils/Geotechnical	\$15,000
Legal	\$65,000
Third Party Inspections/Reports/Consultants	\$35,000
SOFT COST TOTAL	\$1,122,361
Hard Costs	Amount
Site Work	\$676,134
Stormwater Management Site Costs	\$991,800
Sidewalk / ADA upgrade	\$228,255
Landscaping	\$90,000
Lighting Retrofit	\$120,470
Shell & Façade Remodel (Existing space)	\$1,567,224
Shell Construction (New Construction – 3 Small Shops)	\$1,065,082
Façade Remodel	\$1,516,085
Contingency (Soft and Hard)	\$1,226,462
Roofing	\$1,385,061
Environmental / Asbestos	\$175,000
Parking Improvements	\$1,183,875
Tenant Specific Costs (Landlord Work, TI and Commissions)	\$4,592,852
HARD COST TOTAL	\$14,818,299
TOTAL	\$15,940,660

EXHIBIT B

Redevelopment Project Costs for the Project and Phase II Project

Soft Costs	Amount
Pro-rated Soft Costs ¹	\$979,259
SOFT COST TOTAL	\$1,041,551
Hard Costs	Amount
Site Work	\$676,134
Stormwater Management Site Costs	\$991,800
Sidewalk / ADA upgrade	\$228,255
Landscaping	\$90,000
Lighting Retrofit	\$120,470
Shell & Façade Remodel (Existing space)	\$1,567,224
Shell Construction (New Construction – 3 Small Shops)	\$0
Façade Remodel	\$1,516,085
Contingency (Soft and Hard Costs)	\$1,226,462
Roofing	\$1,385,061
Environmental / Asbestos	\$175,000
Parking Improvements	\$1,183,875
Tenant Specific Costs (Landlord Work and TI)	\$4,244,050
HARD COST TOTAL	\$13,404,416²
TOTAL	\$14,445,967

¹ Soft costs which are eligible Redevelopment Project Costs have been estimated based on the ratio of Redevelopment Project Costs hard costs divided by total Phase II Project hard costs. The small shop space constitutes 7.2% of the total hard costs.

² The Developer has estimated \$1,226,462 in hard and soft contingency costs. All contingency costs expended in furtherance of Redevelopment Project Costs shall be reimbursable subject to the Maximum Reimbursement Amount plus the Phase II Maximum Reimbursement Amount.

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-101, “A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BRIXMOR IA TINLEY PARK PLAZA, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September 2023.


VILLAGE CLERK