

NOTICE - VILLAGE OF TINLEY PARK
MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, January 21, 2025, beginning at 5:45 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 7, 2025.
4. DISCUSS ANNEXATION OF 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER.
5. DISCUSS ANNEXATION AND DEVELOPMENT AGREEMENT FOR 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER.
6. DISCUSS INTERGOVERNMENTAL AGREEMENT WITH CONSOLIDATED HIGH SCHOOL DISTRICT 230 REGARDING ACCESS TO DIGITAL SECURITY CAMERAS.
7. DISCUSS PROPOSAL FROM THE RETAIL COACH TO PROVIDE RETAIL RECRUITMENT AND DEVELOPMENT STRATEGY SERVICES FOR THE 191ST STREET AND HARLEM AVENUE CORRIDOR.
8. DISCUSS OVERNIGHT PARKING POLICY.
9. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
January 7, 2025 – 5:45 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 5:48 p.m. the regular meeting of the Committee of the Whole was called to order.

Item #2 - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present: W. Brennan, President Pro Tem
 N. O'Connor, Village Clerk
 W. Brady, Village Trustee (Arrived at 5:51 p.m.)
 D. Mahoney, Village Trustee
 M. Mueller, Village Trustee
 K. Shaw, Village Trustee
 C. Sullivan, Village Trustee
 M. Glotz, Village President

Members Absent: None

Staff Present: P. Carr, Village Manager
 H. Lipman, Assistant Village Manager/Interim Assistant Finance Director
 T. Tilton, Interim Police Chief
 S. Klotz, Fire Chief
 D. Ritter, Community Development Director
 J. Urbanski, Public Works Director
 D. Framke, Marketing Director
 T. Nelson-Jaworski, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD DECEMBER 17, 2024 – Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to approve the minutes of the Committee of the Whole meeting held on December 17, 2024. Vote by roll call. Ayes: Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: Brady. President Pro Tem Brennan declared the motion carried.

Item #4 – DISCUSS ANNEXATION OF 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER AND Item #5 – DISCUSS ANNEXATION AGREEMENT FOR 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER – Motion was made by Trustee Sullivan, seconded by Trustee Mueller to table items #4 and #5 to the January 21, 2025, Committee of the Whole meeting. Vote by roll call. Ayes: Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: Brady. President Glotz declared the motion carried.

Item #6 – DISCUSS GAS N WASH 183RD STREET SIGNAL SALES TAX AGREEMENT – This is a sales tax sharing agreement with Lenny's Gas N Wash (Lenny's) located at 183rd Street and LaGrange Road. The significant site improvements, including right of way (ROW) work and a new traffic signal, being completed by the developer (Lenny's), development of the project and potential additional development in the area poses a significant hardship. Upon review of financial projections and the developer's experience and capacity, the Village agrees to share a portion of the sales tax from the site, in line with the Village's financial policy. The terms of the agreement include 50% sales tax sharing not to exceed \$1,000,000 over a ten-year period.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Shaw, seconded by Trustee Mueller to recommend the Gas N Wash 183rd Street Signal Sales Tax Agreement be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #7 – DISCUSS AMENDMENT TO CIVIL SERVICE RULES AND REGULATIONS – Amendments include updates to the Entry-Level Patrol Officer Testing Process and the Lateral-Hire Patrol Officer Experience requirement.

Trustee Brennan asked when the new list will be started. Hannah Lipman, Assistant Village Manager, explained the list will now be ongoing, similar to the lateral hire list.

Trustee Shaw asked if the candidates would age off the list in the same manner. Ms. Lipman replied yes.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to recommend the Civil Service Rules and Regulations amendment be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #8 – DISCUSS AMENDMENT TO TITLE V, CHAPTER 50 & TABLE XI - WATER AND SEWER CHARGES – The previously approved annual increase of \$1 will be removed with the \$9 fee remaining. Rates to be evaluated annually. The “Late Fee”, for customers that have not paid by the due date, will be increased from 5% to 10% of the total amount of current charges.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Shaw to recommend the amendment to Title V, Chapter 50 & Table XI - Water and Sewer Charges be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #9 – DISCUSS AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH VILLAGE OF ORLAND PARK - WATER TOWER COMMUNICATIONS USE – This Intergovernmental Agreement (IGA) with the Village of Orland Park Emergency Telephone System Board (ETSB) is for tower and interior cabinet space for radio/IT communications equipment.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend an Intergovernmental Agreement (IGA) with the Village of Orland Park - Water Tower Communications Use be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #10 – REVIEW MID-YEAR BUDGET – Ms. Lipman presented a mid-year review of the Fiscal Year 2025 Village Budget. Funds covered included General, Motor Fuel Tax, Local Road Improvement, Main Street North TIF District, Water Retail, and Water Wholesale.

A Fiscal Year 2026 Budget status update was presented which included a general overview, personnel and capital requests, and a tentative timeline.

Trustee Shaw if the operation of Harmony Square will be an enterprise or operating fund. Ms. Lipman responded Harmony Square currently has both an operating fund and a capital fund.

Item #11 – RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Brennan asked if there were any comments from the public. There were none.

Motion was made by Trustee Sullivan, seconded by Trustee Mueller, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the meeting adjourned at 6:13 p.m.



Interoffice Memo

Date: December 17, 2024

To: Committee of the Whole and Village President

CC: Pat Carr, Village Manager

From: Daniel Ritter, AICP
Community Development Director

Subject: Annexation of 7551 191st Street (Brookside Creek Retail Center)

Background

The property at the common address of 7551 191st Street has been petitioned to be annexed into the village by GSP Development Inc, on behalf of the owner, Tinley Park Land Dev LLC. The parcel being annexed is an approximately 55.1-acre lot that is contiguous to the Village of Tinley Park. There are corresponding requests that include approval of an Annexation Agreement, Rezoning to B-3, Special Use for a PUD, and Plat approvals. The annexed parcel will be developed as part of the proposed 71.9-acre Brookside Creek Retail Center.

Recommendation

It is recommended to adopt the annexation ordinance at the Village Board meeting later this evening.



Interoffice Memo

Date: December 17, 2024

To: Patrick Carr, Village Manager

From: Daniel Ritter, Community Development Director

Subject: Brookside Creek Retail Center (Tinley Park Land Dev LLC) - Annexation Agreement



BACKGROUND

The Petitioner, Tinley Park Land Dev LLC (Petitioner/Property Owner), applied for annexation and zoning entitlements in July of 2024. The development is over a ±71.9-acre space, of which ±55-acres is required to be annexed. The proposed Annexation Agreement dictates the development requirements for not only the portion to be annexed, but for the entirety of the development area.

The land was purchased by the Petitioner in February 2022. Since the purchase they have worked to find the best use and development pattern for the property. Due to the number of land incumbrances (floodplain, wetlands, creek, pipelines, limited access to existing traffic signal, etc.) and to keep the development as far from existing residents as possible, it took significant time to design engineer the current proposal. The Petitioner met with neighboring residents on December 10, 2024, to discuss additional concerns. The landscaping plans and fencing is being revised to address the agreed upon layout from that meeting.

An Annexation Agreement has been drafted by the Village Attorney in review with various Village Departments including Administration, Community Development, Finance, and Public Works. The Agreement was also reviewed by the applicant which will be the subject of the Public Hearing scheduled for December 17, 2024. The Agreement outlines the terms of the annexation and addresses such items as the zoning entitlements, public roadway work, and other issues as outlined in the agreement.

DISCUSSION

The Annexation Agreement legitimizes the annexation petition filed by Tinley Park Land Dev LLC and memorializes the conditions of incorporating the 55-acre parcel and the entire 71.9-acre property into the Village of Tinley Park. Following is a summary of the Agreement's major points:

- Zoning entitlements are, subject to their own public hearings and approvals that include the rezoning of the property upon annexation to the B-3, granting of a special use for a Planned Unit Development, and approval of a Plat of Subdivision.
- Provides by attachment the PUD architectural, engineering, and regulating plans and obligates the owner to develop in accordance with these plans. The overall development lots will be phased and developed by separate businesses/developers.
- Proposes an overall development with common area property to be owned and maintained by a Property Owner Association (POA). A dormant/untaxed Special Service Area (SSA) is proposed as a backup in case the POA does not fulfil its duties in the future.
- Extends the Village corporate boundary to include the entirety of the parcel and prevents disconnection.
- Proposes adjacent public right-of-way and utility improvement work to be completed by the Village needed to support the development.
- Provides for relief from all impact, tap-on, connection, and permit fees.
- 20-year overall agreement term.

RECOMMENDATION

Proceed with the Public Hearing and move the item to Village Board for final adoption of the Resolution scheduled for December 17, 2024.





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• MEMORANDUM •

**TO: THE HONORABLE MAYOR GLOTZ
THE HONORABLE BOARD OF TRUSTEES**

FROM: DEL GALDO LAW GROUP

DATE: JANUARY 17, 2025

**RE: ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE
BROOKSIDE CREEK RETAIL CENTER**

Our office, on behalf of the Village of Tinley Park, Illinois (the “Village”) and Tinley Park Land Development LLC (the “Owner”) have negotiated the attached Annexation and Development Agreement (the “Agreement”) for the Brookside Creek Retail Center (the “Development”) located at the southwest corner of 191st Street and Harlem Avenue, 7251-7551 191st Street and 19200 Harlem Avenue (collectively, the “Property”). A portion of the Property lies outside the Village’s municipal boundaries, and the Owner is seeking to annex said portion into the Village.

The Village published notice and held a public hearing on the annexation of the Property on January 7, 2025. The Corporate Authorities of the Village took no action at that time regarding the annexation or zoning relief sought by the Owner. The Village shall hold an additional public hearing regarding the annexation of the Property on January 21, 2025.

The Property is plagued with stormwater and drainage issues that render much of the Property unbuildable. But for the cooperation of the Village and the Village’s willingness to undertake public right of way and stormwater management projects, the Owner would not be able to undertake the Development.

After receiving input from members of the community and continued discussions with the Owner, the Agreement has been modified, as is permitted under the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. The modified Agreement includes the following:

- a. The Village shall construct a berm along the southern and western boundaries of the Property for the benefit of nearby residents.
- b. The Village may construct a fence along the southern and western boundaries of the Property if it is determined that doing so is in the best interests of Village residents.

- c. The Village will undertake the construction of stormwater management features to reduce nearby and downstream flooding.
- d. The Village will implement a Special Service Area (“SSA”) and impose a tax only on the Development for future maintenance of the largest stormwater compensatory basin. **Please note** that the previous version of the Agreement called for a dormant SSA, which would only impose a tax if the future owners/end users of the Property failed to maintain the common areas, including the stormwater features. The imposition of an active SSA was negotiated after the preparation of the Village’s staff report, and the report is amended through the addition of this memorandum.

Please contact our office at 708-222-7000 with any questions regarding this matter.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.

ANNEXATION AND DEVELOPMENT AGREEMENT

This ANNEXATION AND DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of January 21, 2025 (the “Effective Date”) by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, an Illinois home rule municipal corporation (the “Village”), by and through its President and Board of Trustees (hereinafter referred to collectively as the “Corporate Authorities”), and **TINLEY PARK LAND DEVELOPMENT LLC**, an Illinois limited liability company (hereinafter referred to as “Owner”. The Village and Owner are sometimes each individually hereinafter referred to as a “Party” and sometimes collectively as the “Parties”).

WITNESS:

WHEREAS, Owner is the title holder of record of the real estate containing approximately 72 acres located at the southwest corner of 191st Street and Harlem Avenue (excluding the parcel at the hard corner) and legally described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, approximately 17 acres on the east portion of the Property lie within the municipal boundaries of the Village of Tinley Park and approximately 55 acres on the west portion of the Property lie within unincorporated Will County, which 55 acres are contiguous to the municipal boundaries of the Village and constitute territory which may be annexed to the Village as provided by Article 7 of the Illinois Municipal Code (65 ILCS 5/7-1-1 *et seq.*), which territory is also described on **Exhibit A** attached hereto (the “Property to be Annexed”); and

WHEREAS, Owner desires and proposes to improve the Property so that a retail center can be constructed upon it, which retail center is to be known as the Brookside Creek Retail

Center (the “**Center**”); and

WHEREAS, Owner further desires and proposes to subdivide the Property into seven separate retail lots (individually, a “**Lot**” and collectively, the “**Lots**”) as depicted on the final plat of subdivision attached hereto as **Exhibit B** (the “**Final Plat of Subdivision**”) pursuant to the Village’s Subdivision and Development Regulations Ordinance in effect as of the Effective Date of this Agreement (the “**Subdivision Ordinance**”) so that the Center can be developed on the Property pursuant to the provisions and regulations of the Village’s Zoning Ordinance in effect as of the Effective Date of this Agreement (the “**Zoning Ordinance**”), including in particular the regulations of the B-3 General Business and Commercial District (the “**B-3 District**”), and the requirements and restrictions specified in the ordinance attached hereto as **Exhibit C**, entitled “*An Ordinance Granting A Special Use For The Brookside Creek Retail Center Planned Unit Development At 7251-7551 191st Street and 19200 Harlem Avenue (Brookside Creek Retail Center)*” (referred to herein as either the “**Special Use Ordinance**” or the “**Regulating Plan**”); and

WHEREAS, Owner conducted a preapplication review of its development plan with the Village staff with procedures appropriate to a development of the size and scope planned for the Property; and

WHEREAS, Owner has filed with the Village Clerk: (i) a petition to annex the Property to be Annexed to the Village pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (the “**Petition for Annexation**”), together with a plat of annexation (the “**Plat of Annexation**”) for the Property to be Annexed, a copy of which is attached hereto as **Exhibit D**; and (ii) an application to zone the Property in the B-3 District, approve a special use for Planned Unit Development for the Property allowing the uses described herein, and

approve the Final Plat of Subdivision (the “**Owner’s Application**”); and

WHEREAS, Owner’s Application was forwarded to the Corporate Authorities and referred to the Village Plan Commission for review and action (the “**Plan Commission**”); and

WHEREAS, the Plan Commission, pursuant to due notice and advertisement in the manner provided by law, held a public hearing on Owner’s Application and after due consideration and public participation issued a report and made findings of fact and recommendations to the Village President and Board of Trustees of the Village (collectively, the “**Corporate Authorities**”) with respect to Owner’s Application; and

WHEREAS, the Corporate Authorities have received and considered the report and recommendations of the Plan Commission; and

WHEREAS, Owner has advised the Village that, but for the Village’s agreement to provide Owner with the economic development incentives hereinafter described (the “**Economic Development Incentives**”) to offset a portion of the land acquisition and development costs Owner has incurred and will incur in acquiring and improving the Property, Owner would not proceed with the improvement of the Property so that it can be developed with the Center; and

WHEREAS, the Village’s Economic Development Incentives to the Owner consist of: (i) construction of certain hereinafter specified improvements, which projects the Village shall undertake at its cost and expense, including without limitation the consulting and engineering costs associated therewith; (ii) the waiver of the building, permit fees and tap-on fees hereinafter specified; and (iii) the obligation to provide ongoing maintenance for the West Compensatory Storage Basin (as defined herein) to be constructed on the Property; and

WHEREAS, Owner has further advised the Village that, but for the Village’s provision

of the Economic Development Incentive to Owner, proceeding with the improvement of the Property as contemplated by this Agreement would not be economically feasible; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Property to be Annexed to the Village and the zoning of the Property on the terms and conditions set forth in this Agreement will enable the Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village and its residents; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have further concluded that it is appropriate to utilize Village funds and assume certain obligations to construct improvements that will make it possible to develop the Property and construct and operate the Center on the Property, and that the provision by the Village of the Economic Development Incentive will produce a material economic benefit to the Village and its residents; and

WHEREAS, the Village, in order to ensure that the development of the Property proceeds in a manner that furthers the public interest, requires certain assurances that Owner will perform certain acts and fulfill certain conditions prior to the making of any commitment with respect to the annexation, zoning and development of the Property and the provision of the Economic Development Incentive to Owner, as hereinafter set forth; and

WHEREAS, Owner, in order to ensure the improvement of the Property in a manner economically feasible, requires both assurances from the Village that it will provide the Economic Development Incentive to Owner and assurances of certain terms which will affect

the development of the Property and the continuation thereof for a definite period of time, as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code and its home rule authorities, the Corporate Authorities held a public hearing on this Agreement pursuant to notice as provided by law on January 7, 2025 and a supplementary hearing on January 21, 2025; and

WHEREAS, the Corporate Authorities, after due deliberation, by ordinance duly passed, have approved this Agreement and authorized and directed the Village President and Village Clerk to execute this Agreement and to take any and all actions necessary to effectuate its terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

I. INCORPORATION OF RECITALS

1.1 The preceding recitals are hereby made a part of this Agreement as if fully set forth in this Article 1.

II. AUTHORITY/ADOPTION OF ANNEXATION AND REZONING ORDINANCES

2.1 Authority/Applicable Law.

This Agreement is made and entered into by the Village pursuant to and in accordance with the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, the Village's home rule authorities, and all other applicable and relevant constitutional and statutory authorities and Village ordinances.

2.2 Adoption of Annexation Ordinance.

Immediately following the Corporate Authorities adoption of an ordinance approving this Agreement, the Corporate Authorities shall adopt an ordinance (the “**Annexation Ordinance**”) annexing the Property to be Annexed to the Village. Certified copies of the Annexation Ordinance, along with a copy of the Plat of Annexation, shall be recorded by the Village with the Will County Recorder’s Office promptly following the Effective Date of this Agreement.

2.3 Adoption of Rezoning Ordinance and Special Use Ordinance.

Immediately following the Corporate Authorities adoption of the Annexation Ordinance, the Corporate Authorities shall adopt an ordinance zoning the Property in the B-3 District (the “**Rezoning Ordinance**”), the Special Use Ordinance (which ordinance shall constitute the Regulating Plan for the Property contemplated by the Planned Unit Development provisions of the Zoning Ordinance), and a resolution approving the Final Plat of Subdivision for the Property. The Special Use Ordinance shall approve the Final Engineering Plans for the Property (as hereinafter defined) and the Preliminary Landscape Plan for the Property (as hereinafter defined) and grant certain exceptions from the Zoning Ordinance, and the Village’s other ordinances, standards, codes and regulations as may be necessary to allow for the development of the Property and the construction of the Center in the manner contemplated by this Agreement. The Rezoning Ordinance shall remain in effect for the Term of this Agreement (as hereinafter defined) and not be amended without Owner’s prior written consent.

2.4 Village Representations as to Necessary Actions.

The Village represents that it has taken all actions and given such notices as may be required by state law and the Village Code: (a) to adopt the ordinance approving this Agreement; (b) to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed, as created and imposed by the terms and provisions hereof; and (c) to adopt the Annexation Ordinance, the Rezoning Ordinance and the Special Use Ordinance.

2.5 Owner Representations as to Necessary Actions.

Owner represents that it has taken all actions needed to enable it to execute this Agreement and fully carry out and perform the terms, covenants, agreements, and duties and obligations on its part to be kept and performed, as created and imposed by the terms and provisions hereof.

III. CONFLICTS

3.1 If any provision or part of this Agreement, the Rezoning Ordinance, the Special Use Ordinance, the Final Plat of Subdivision, the Final Engineering Plans, or the Preliminary Landscape Plan conflicts with the provisions of the Zoning Ordinance, the Subdivision Ordinance, or any other Village ordinance, code, regulation or standard which concerns or affects the zoning, subdivision and improvement of the Property and the construction of the Center on the Property, the provisions, regulations and standards contained in this Agreement, the Rezoning Ordinance, the Special Use Ordinance, the Final Plat of Subdivision, the Final Engineering Plans and the Preliminary Landscape Plan shall control. Notwithstanding the foregoing, changes to Village codes and ordinances which are enacted after the

Effective Date of this Agreement to conform them to the requirements of state or federal laws shall apply to the improvement and development of the Property, and generally applicable Village ordinances, standards and regulations that address or concern matters that are not expressly addressed by this Agreement, the Rezoning Ordinance, the Special Use Ordinance, the Final Plat of Subdivision or the Final Engineering Plans shall apply to the improvement and development of the Property and the construction of the Center on the Property.

IV. THE PLANNED UNIT DEVELOPMENT

4.1 Zoning Ordinance Section VII Matters.

The Property shall be developed in accordance with the requirements of Section VII “Planned Unit Developments” (“**Section VII**”) of the Zoning Ordinance, subject to the provisions set forth below and in the Special Use Ordinance:

4.1.1 The Conceptual Plan and Final Planned Unit Development Plat.

The Final Plat of Subdivision shall constitute the Conceptual Land Use Plan for the Property contemplated by Paragraph B(2) of Section VII, and, collectively, the Final Plat of Subdivision, Final Engineering Plans and Preliminary Landscape Plan shall constitute the Final Planned Unit Development Plat for the Property contemplated by Paragraph B(4) of Section VII.

4.1.2 Open Space.

Notwithstanding any stricter provisions of Section VII to the contrary, not less than ten percent (10%) of the Property shall be reserved and designated for open space purposes, including, but not limited to, open space, greenbelt buffers, easements, stormwater management improvements and/or berms.

4.1.3 Parking and Loading.

Notwithstanding any provision of Section VII or any other provision of the Zoning Ordinance to the contrary, off-street parking and loading requirements for the Center shall be governed only by the Regulating Plan.

4.1.4 Signage.

Notwithstanding any provision of Section VII or any other provision of the Zoning Ordinance to the contrary, signage within the Property shall be governed only by the Regulating Plan. The Regulating Plan, among other things, authorizes: (a) the construction of two Center monument signs, one of which is to be installed at each entrance to the Property on 191st Street and one of which is to be installed at the entrance to the Property on Harlem Avenue, which signs may contain individual sign panels for the various uses established from time to time at the Center, and which signs shall be owned and maintained by either Owner or the property owners' association Owner intends to create for the Property (the "POA") after the Effective Date of this Agreement; and (b) Owner's right to install and maintain two temporary development signs on the Property to market the availability of Lots or tenant spaces at the Center, which temporary signs may contain up to 200 square feet of sign area per sign face and be lighted, subject to the understanding that such temporary signs will be removed by Owner or the POA on or before the 10-year anniversary of the Effective Date of this Agreement.

4.1.5 Exterior Construction Standards.

Notwithstanding any provision of Section VII or any other provision of the Zoning Ordinance to the contrary, exterior construction standards and material requirements shall be governed by the Regulating Plan.

4.2 Use and Site Development Standards.

The Regulating Plan establishes Permitted Uses, Permitted Accessory Uses, Special Uses and Site Development Requirements and Bulk Regulations for the Property. Upon the adoption of the Rezoning Ordinance and the Special Use Ordinance, the described uses, requirements and regulations set out in the Regulating Plan shall be the only such restrictions applicable to the Property except where otherwise provided for in this Agreement.

4.3 Plan and Permitting Approvals for Individual Lots.

4.3.1 Approval of Site, Architectural, Engineering, Construction, Lighting and Landscape Plans.

Site, architectural, engineering, construction, lighting and landscape plans for the individual Lots shall be reviewed by the Village in accordance with the applicable provisions therefor in the Zoning Ordinance. All construction undertaken on any Lot shall be subject to the then-current Village construction and building standards in effect at the time of construction.

4.3.2 Review and Approval Process.

The Village shall use its best efforts to review and provide written comments on any submitted site, architectural, engineering, construction, lighting and landscape plans a party submits to the Village

for an individual Lot within 45 calendar days of its receipt of such plans, and to approve such plans within 30 calendar days of receipt of a fully-compliant set of plans. If any application for approval of a site, architectural, engineering, lighting and landscape plans for an individual Lot is disapproved by the Village, the Village shall provide the applicant a statement in writing specifying the reasons for denial of the application. The applicant shall thereafter resubmit the applicable site, architectural, engineering, construction, lighting and landscape plan for such Lot, and the Village, within 30 calendar days of its receipt of same, shall either approve or disapprove such resubmitted plans. The Village agrees that only changes and portions of the application effected by the changes will be subject to being re-reviewed.

4.4 No Further or Additional Zoning Approvals Required.

Following the adoption of the Rezoning Ordinance and the Special Use Ordinance, no further or additional zoning approvals or public hearings shall be required as a prerequisite to the issuance of building permits for the Property unless a party seeking to develop a Lot with a particular use requires issuance of a special use permit for that use, the approval of a Substantial Deviation (as defined in the Zoning Ordinance) from the provisions of the planned unit development approved by the Special Use Ordinance, or a variation from applicable provisions of the Zoning Ordinance.

V. POTABLE WATER AND SANITARY SEWER SERVICES/ON-SITE STORMWATER MANAGEMENT IMPROVEMENTS/ON-SITE LANDSCAPE IMPROVEMENTS.

5.1 Village Construction of Needed Off-Site Water and Sanitary Sewer Service Improvements.

To the extent they do not exist as of the Effective Date of this Agreement, the Village, at its sole cost and expense, shall construct all off-site potable water and sanitary sewer service improvements needed, if any, to supply potable water and provide sanitary sewage treatment services to the Property.

5.2 Adequacy of Water and Sanitary Sewer Services.

The Village represents and warrants that, as of the Effective Date of this Agreement, it has, and it covenants that at all times during the Term of this Agreement it will have, adequate potable water and sanitary sewage treatment services to serve the Property, as it is intended to be developed and improved with the Center.

5.3 Supply of Water and Sewer Services.

The Village shall supply adequate potable water service and provide sanitary sewer treatment service to the Property as it develops and throughout the Term of this Agreement and it shall allow the connection of potable water service and sanitary sewer trunk and service lines installed on the Property to the Village's water and sewer systems, without payment of any recapture fees, but subject only to: (i) Owner's completion of the On-Site Water and Sewer Improvements (as hereinafter defined); and (ii) payment of the Village's customary and uniformly applied connection fees, subject to the waiver provided for in Section 7.1.2 of this Agreement.

5.4 No Action Pending Which Would Interfere with the Provision of Services.

To the best of the Village's knowledge and belief, there is no administrative, judicial, governmental or quasi-governmental, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, either the Village's ability to provide potable water and sanitary sewer services to the Property in the manner and to the extent contemplated by the provisions of this Agreement or the Owner's right to use the sanitary sewer and potable water supplies and systems serving the Village.

5.5 Owner Construction of Needed On-Site Water and Sewer Improvements.

When it proceeds with the improvement of the Property, Owner, at its sole cost and expense (subject to its receipt of the Economic Development Incentive), shall be responsible for the design, permitting and construction of the on-site water and sanitary sewer improvements (the "**On-Site Water and Sewer Improvements**") needed to serve the Property, which improvements are described by and depicted on the final engineering plans prepared by Manhard Consulting, Ltd., consisting of 30 pages and dated most recently October 25, 2024, copies of which are attached hereto as **Exhibit F** (the "**Final Engineering Plans**"). Under no circumstances shall Owner be responsible for extending watermains, sanitary sewer mains or storm sewers beyond the boundaries of the Property.

5.6 Village Construction of Needed On-Site Stormwater Management Improvements.

The Parties agree and acknowledge that the existing physical condition of the Property contributes to flooding downstream of the Property and negatively

impacts flood mitigation efforts and property values of nearby properties. The Village shall coordinate with Owner's engineers to undertake the design, permitting and construction of the five stormwater detention basins and storm sewer system improvements (said detention basins and storm sewer system improvements being hereinafter collectively referred to as the "**On-Site Stormwater Management Improvements**") needed to serve the Property, reduce downstream flooding, and promote better stormwater management for surrounding properties and roadways. The On-Site Stormwater Management Improvements are also described by and depicted on the Final Engineering Plans and **Exhibit J**.

5.7 Maintenance of On-Site Water and Sewer Improvements.

The maintenance and repair of all On-Site Water and Sewer Improvements shall be Owner's responsibility until such time as Owner conveys such improvements to the POA, at which time Owner's responsibility for such maintenance and repair shall automatically and without further action of the Village terminate. The construction, maintenance and repair of water service lines, sanitary sewer service lines and storm sewers serving buildings constructed on an individual Lot shall at all times be the responsibility of the owner or developer of that Lot.

5.8 Maintenance of On-Site Stormwater Management Improvements and certain Landscaping Improvements.

Owner acknowledges and agrees that the Village, with the Owner's consent and cooperation, may establish a Special Service Area ("SSA") encompassing the Property pursuant to 35 ILCS 200/27-5 *et seq.* and impose a special services

area tax against the various portions of the Property, at a rate to be reasonably determined by the Village, to provide for the future maintenance of the West Compensatory Storage Basin as depicted in **Exhibit J** and the landscaping west of the 14" Buckeye Partners Petroleum Pipeline as depicted on **Exhibit J**. The maintenance of the South Compensatory Storage Basin, East Compensatory Storage Basin, Detention Basin 1 and Detention Basin 2, as depicted on **Exhibit J**, shall initially be the responsibility of the Owner, and thereafter, the POA. The construction, maintenance and repair of storm sewers serving buildings constructed on an individual Lot shall, at all times, be the responsibility of the owner or developer of that Lot.

VI. CONSTRUCTION OF ON-SITE ROAD IMPROVEMENTS, ON-SITE PROJECT LANDSCAPE IMPROVEMENTS, BERM AND ON-SITE FENCE, AND INDIVIDUAL LOT IMPROVEMENTS.

6.1 Construction of On-Site Road and Bridge over Creek.

When it proceeds with the improvement of the Property, Owner, at its expense, shall construct the on-site road depicted on the Final Engineering Plans (together with all necessary curb and gutter, storm drainage and lighting improvements, the **"On-Site Road"**) and the bridge that is to be constructed over the creek that exists on the Property (the **"Bridge"**)(collectively, the On-Site Road and the Bridge are hereinafter referred to as the **"On-Site Road Improvements"**), as depicted on the Final Engineering Plans. Owner shall undertake such construction in accordance with the standards and specifications included on those plans and, subject to the provisions of Section 3.1 of this Agreement, those included in the Subdivision Ordinance.

6.2 Construction of On-Site Project Landscape Improvements.

When it proceeds with the improvement of the Property, Owner, at its sole cost and expense shall construct the landscape improvements (“**On-Site Project Landscape Improvements**”) that are generally depicted on the Preliminary Landscape Plan prepared by Manhard Consulting Ltd., consisting of nine pages and dated most recently October 25, 2024 (the “**Preliminary Landscape Plan**”), a copy of which is attached hereto as **Exhibit G**, which landscape improvements shall be installed in accordance with a final landscape plan which the Village shall approve provided it substantially conforms to the Preliminary Landscape Plan. Notwithstanding the foregoing, the Village shall undertake the initial landscaping of the On-Site Stormwater Management Improvements, at its sole cost and expense.

6.3 Maintenance and Repair of On-Site Road Improvements, On-Site Project Landscape Improvements and On-Site Fence.

Except as hereinafter provided, the maintenance and repair of the On-Site Road Improvements, On-Site Project Landscape Improvements and On-Site Fence (as hereinafter defined) shall be Owner’s responsibility until such time as Owner conveys such improvements to the POA, at which time Owner’s responsibility for such maintenance and repair shall automatically and without further action of the Village terminate. Notwithstanding the foregoing, the Village shall maintain the West Compensatory Storage Basin and landscaping (excluding the proposed berm) west of the 14” Buckeye Partners Petroleum Pipeline as depicted on **Exhibit J** and reimburse itself the costs of such maintenance through the establishment of the SSA. Owner shall construct and provide access to a driveway south of Lot 7 as depicted in **Exhibit J** which

shall be utilized for the parking of landscaping vehicles and equipment of the Village or its contractors for ongoing mowing and landscaping requirements to be used on an as needed basis. The driveway shall be maintained and repaired initially by the Owner and ultimately by the POA.

6.4 Lot Improvements

The owners and developers of the Lots, at their expense (subject to their receipt of any economic development incentive the Village may agree to provide them), shall construct the parking lot improvements, sidewalk improvements, lighting improvements and landscape improvements needed to serve the Property and the uses established on those Lots, to the extent those improvements are not to be constructed by Owner pursuant to this Agreement, as and when those parties proceed to establish those uses on those Lots. Such improvements shall be constructed in accordance with the standards and specifications included on the Final Engineering Plans and in the Subdivision Ordinance, subject to the provisions of Section 3.1 of this Agreement, and in the manner required by the final engineering plans that are approved for such Lots.

VII. PROPERTY OWNERS' ASSOCIATION DECLARATION/ESTABLISHMENT OF SSA

7.1 Recording of POA Declaration.

Owner shall record a declaration of covenants, restrictions and easements against title to the Property concurrently with the recording of the Final Plat of Subdivision, which declaration shall generally be in the form attached hereto as **Exhibit I** (the “POA Declaration”). Among other things, the POA Declaration shall provide for

Owner's, and ultimately the POA's, maintenance and repair of the On-Site Project Improvements, as and to the extent provided for in this Agreement.

7.2 Establishment of Special Service Area.

Owner acknowledges and agrees that the Village, with the Owner's consent and cooperation, may establish a Special Service Area ("SSA") encompassing the Property pursuant to 35 ILCS 200/27-5 *et seq.* and impose a special services area tax against the various portions of the Property, at a rate to be reasonably determined by the Village, to provide for the future maintenance of the West Compensatory Storage Basin as depicted in **Exhibit J** and the landscaping west of the 14" Buckeye Partners Petroleum Pipeline as depicted on **Exhibit J**. The Village shall also have the right to impose special service area taxes against the Lots to pay, or reimburse itself, for the costs and expenses it incurs in undertaking the maintenance and repair of the On-Site Project Improvements that are to be maintained by the POA should the POA fail to properly or timely undertake needed maintenance or repair. The ordinance and related documents the Village prepares to establish the SSA shall be subject to Owner's reasonable review and approval.

VIII. VILLAGE BUILDING PERMIT, PLAN REVIEW, INSPECTION AND CONNECTION FEES.

8.1 Building Permit, Plan Review and Inspection Fees.

Owner shall not be required to pay, and the Village hereby waives payment of, building permit fees, plan review fees, and inspection fees for the construction of the Owner Improvements (as hereinafter defined). Unless the Village agrees otherwise in a separate written agreement, the developers and owners of the Lots shall pay generally applicable building permit, plan review and inspection fees to

the Village as and when those Lots are developed.

8.2 Water and Sewer Connection Fees.

Owner shall not be required to pay, and the Village hereby waives payment of, water and sewer connection fees, also known as tap-on fees, for the connection of the On-Site Water and Sewer Improvements to the Village's potable water and sanitary sewer systems. Unless the Village agrees otherwise in a separate written agreement, the developers and owners of the Lots shall pay generally applicable water and sewer connection fees to the Village as and when those Lots are developed and as a condition to the issuance of a building permit for the construction of a building on those Lots.

IX. ADDITIONAL VILLAGE IMPROVEMENTS.

9.1 Village Construction Obligations.

The Village, at its sole cost and expense, shall undertake all necessary design, engineering and permitting needed to construct, and, once all permits are obtained, it shall proceed to promptly construct, the following improvements, in addition to those obligations set forth in Article VI of this Agreement, to further the development of the Property and the construction of the Center on the Property (collectively, the “**Village Improvements**”):

9.1.1 Market Place Drive Four-Way Intersection

All grading, excavation, curb-cut, turn-lane and traffic signalization improvements needed to make the intersection of 191st Street and Market Place Drive (the “**Intersection**”) a four-way intersection under stop light control.

9.1.2 191st Street Improvements.

The following improvements to 191st Street (collectively, the “**191st Street Improvements**”):

- a. Widening of 191st Street for turn lanes;
- b. Construction of two right in/right out access entrances to the Property;
- c. Construction of sidewalk/bikepath and right-of-way landscaping improvements along 191st Street; and
- d. Installation of all appropriate striping, crosswalks and signage for the Intersection and the improvements listed above.

9.1.3 Harlem Avenue Improvements

The following improvements to Harlem Avenue:

- a. Widening of turn lanes for a $\frac{3}{4}$ access entrance into the Property; and
- b. Installation of all appropriate striping and signage for such entrance.

9.1.4 On-Site Berm and Fence

The following berm and fence improvements:

- a. a berm (the “**Berm**”) on, along or near the southern and western boundaries of the Property to buffer the Center from residential areas situated to the south and west of the Property; and
- b. The Village reserves the right to construct, but is not obligated to, construct a fence (“**On-Site Fence**”) on the Property along its southern and western boundaries for the benefit of Village residents, as depicted on the Fence Exhibit prepared by Manhard Consulting Ltd., consisting of one page and dated most recently December 19, 2024 (the “**Fence Exhibit**”), a copy of which is attached hereto as **Exhibit H**. The Village reserves the right to, but is not obligated to, construct a bike or multi-use path across the Berm at its cost and expense. If so constructed, the Village will maintain the bike or multi-use path as part of the SSA. If the Village undertakes the construction of a bike or multi-use path, Owner shall dedicate a permanent public easement for the use of the path.

9.2 Wetland Consultant Services.

The Village agrees and acknowledges that the construction of the Intersection improvements described above, may require stormwater management solutions which may impact nearby wetlands. At its sole cost and expense, the Village shall engage the services of a wetland consultant if required for design services and assistance in submitting required permits for stormwater management for that area north of 191st Street, as portions of this area are currently designated as wetlands. The Village shall not be financially responsible for any other wetland consulting work that might need to be performed in furtherance of the development of the Property. Notwithstanding the foregoing, the Parties may pursue the preparation of joint wetland impact and mitigation studies and the issuance of related wetland mitigation permits for the work to be performed at the Intersection and on the Property if they determine that it is in their best interests to so.

9.3 Completion of Village Improvements.

The Village, subject to an event of *Force Majeure*, shall substantially complete the construction of the Village Improvements by December 31, 2025, which date may be extended by the Parties without amending this Agreement, provided such extension is confirmed in writing by Parties.

X. OWNER IMPROVEMENTS

10.1 Owner Construction Obligations.

To the extent Owner proceeds with the improvement of the Property, and subject to the provisions hereinabove set forth, it shall undertake, at its sole cost and expense all necessary design, engineering and permitting needed to construct, and, once all permits are obtained, it shall proceed to promptly construct the following

improvements in furtherance of the improvement of the Property (collectively, the **“Owner Improvements”**):

10.1.1 On-Site Property Improvements.

Owner’s on-site construction obligations shall include, and be limited to, the construction of the following improvements:

- a. the on-site excavation and grading improvements depicted on the Final Engineering Plans required to be undertaken in order to construct the improvements described below;
- b. the On-Site Water and Sewer Improvements;
- c. the On-Site Road Improvements; and
- d. the On-Site Project Landscape Improvements, other than landscaping around the On-Site Stormwater Management Improvements.

10.1.2 East-West Storm Sewer.

Owner shall construct a storm sewer running across the Property in an east-west direction and under the creek situated on the Property to convey stormwater running through or accumulating on the Property in a manner that benefits both the Property and surrounding properties, which work Owner shall undertake in accordance with engineering plans the Village approves after the Effective Date of this Agreement (the **“East-West Storm Sewer”**).

10.2 Construction of Owner Improvements.

To the extent Owner proceeds to construct the Owner Improvements, it shall do so in accordance with the Final Engineering Plans, the Subdivision Ordinance (subject to the provisions of Section 3.1 of this Agreement, and such other engineering plans as may be approved by the Village after the Effective Date of this Agreement.

10.3 Completion of Owner Improvements.

Owner, provided it proceeds with the improvement of the Property, and subject to an event of *Force Majeure*, shall substantially complete the construction of the Owner Improvements by December 31, 2025, which date may be extended by the Parties without amending this Agreement, provided such extension is confirmed in writing by Parties.

XI. BUILDING ORDINANCES/BUILDING AND OTHER PERMITS/LAND DEVELOPMENT ACTIVITIES.

11.1 Building Ordinances

Except as specifically provided otherwise in this Agreement, the Rezoning Ordinance or the Special Use Ordinance, or as may otherwise be approved by the Corporate Authorities, the construction of buildings on the Property shall comply with all building code ordinances and other Village standards and regulations which are in effect in the Village at the time a party submits a building permit application to the Village to undertake that construction.

11.2 Building and Other Permits.

11.2.1 Review and Issuance of Permits and Approvals.

11.2.1.1 Applications for Building Permits.

Except as expressly provided elsewhere in this Agreement, following Village approval of a final engineering plan for a Lot, application may be made for, and the Village agrees to use its best efforts to issue, building permits for a building a party seeks to construct on such Lot within 45 calendar days of its receipt of a complete building permit application for such building. The building permit applicant shall be notified if a submitted application is incomplete or if the plans

referenced in such application need to be modified or corrected. At such party's request, the Village shall issue building permits in phases. For example, site plans, foundation plans, mechanical, electrical and plumbing plans, and architectural plans may all be permitted separately to expedite construction. At request of a building permit applicant, the Village shall also issue building permits prior to the completion of the water, sanitary sewer and stormwater management improvements that will be needed to serve the building which is the subject of that application, and prior to the construction of necessary on-site roadway and parking lot improvements and necessary off-site roadway improvements; however, substantial completion of these improvements will be a condition to the Village's issuance of an Occupancy Permit for such building.

11.2.1.2 Disapproval.

If any application for building permit is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the application.

11.2.1.3 Final Grading Plans.

The Village shall use its best efforts to review and provide written comments on or approve final grading plans submitted by a party seeking to develop a Lot within 30 calendar days of receipt of an application for a grading permit with a full set of grading plans. The Village shall issue a grading permit within two calendar days of final grading plan approval. After approval of final grading plans by the Village Engineer

for such Lot, a party may undertake, at its own cost and risk, grading operations on such Lot regardless of whether or not the Village has approved the final engineering plans for such Lot.

11.2.1.4 IEPA Applications.

The Village shall review any complete Illinois Environmental Protection Agency (“IEPA”) application prepared for filing by a party within 10 business days of the Village’s receipt of same and shall sign the permit application as soon as it has approved the application, notwithstanding the fact that the final engineering plan for the relevant Lot has not yet been approved by the Village. If after the time of such submittal, review of a party’s final engineering plans makes necessary a change or changes to the applicable IEPA permit application, such party shall be solely responsible for filing an amended application with the IEPA and/or preserving with the IEPA the log number and priority position of said application for purposes of IEPA review and approval.

11.2.1.5 Requirement for Building Permits.

Nothing in this Agreement shall be construed as a waiver of the requirement that a building permit be obtained and the appropriate building permit fee paid as required by the Village building code for each building that is to be constructed within the Center.

11.3 Land Development Activities/Improvement Security/Construction Trailers/Construction Access and Hours/Third Party Permits.

11.3.1 Land Development Activities.

At any time after the Effective Date of this Agreement, Owner, at its own

cost and risk, may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading in and upon the Property or any portion thereof once the Village has issued a mass grading permit for the grading and drainage improvements and Owner has installed erosion and sedimentation control measures in accordance with the grading plan. Soil stockpiles may remain upon the Property or any portion thereof for a period of 10 years from the date that is the earlier of (i) the issuance of the mass grading permit, or (ii) the issuance of the site development permit. Proposed locations for stockpiles, if any, must be shown on the final grading plan, subject to the approval of the Village's engineer. Following the expiration of such 10-year period, any remaining soil stockpiles shall be either (i) removed from the Property, or (ii) leveled, turf seeded, and maintained by Owner or subsequent owners, as applicable, and may be respread for use in subsequent phases of development.

11.3.2 Construction Trailers.

Owner shall have the right to maintain construction trailers, storage trailers and storage facilities on the Property. A Village permit must be obtained for the construction trailer, which will not be unreasonably withheld, and such permit must be current and will be subject to renewal on an annual basis.

11.3.3 Construction Access.

11.3.3.1 Owner's construction access to the Property shall be permitted off of 191st Street at the three curb-cuts that exist on the Property as of the Effective Date of this Agreement, provided the party using those curb-cuts for construction vehicle access removes, or uses good faith efforts to cause other parties to remove, construction-related dirt from 191st Street at the end of each workday, and promptly repairs, or uses good faith efforts to cause other parties to repair, any damage to 191st Street that is caused by such use. Owner shall be responsible for obtaining necessary permits or other authorization from Will County for such access, if required. If Owner seeks construction access from Harlem Avenue, Owner shall be solely responsible for obtaining necessary permits or authorizations from IDOT.

11.3.3.2 Owner shall prepare and provide a construction easement (the "**Construction Easement**") to the Village for the construction of On-Site Stormwater Management Improvements, and thereafter, shall prepare and provide the Village with a permanent easement for the maintenance of the West Compensatory Storage Basin and surrounding landscaping west of the 14" Buckeye Partners Petroleum Pipeline as depicted on Exhibit J (the "**Maintenance Easement**"). The Maintenance Easement shall be recorded against the Property and shall run with the land. The Construction Easement and Maintenance Easement shall be attached hereto and shall serve as Exhibits to this Agreement without any further amendment to this Agreement. Owner

shall, at its sole cost and expense, prepare the Construction Easement and the Maintenance Easement and record the same against the Property.

11.3.4 Construction Hours.

Owner and the owners and developers of the Lots shall have the right to undertake land development and building construction activities on the Property from 7:00 a.m. to 7:00 p.m., Monday through Friday, and from 8:00 a.m. to 6:00 p.m. on Saturday and Sunday.

11.4 No Performance Security or Maintenance Security Required.

Because Owner is not constructing any improvements pursuant to this Agreement which are ultimately to be conveyed to and owned by the Village as “public improvements”, it shall not be required to deliver to the Village any payment or performance surety bonds or letters of credit, or any maintenance surety bonds or letters of credit, in connection with or as a condition precedent to its commencement of construction of the Owner Improvements.

11.5 Third Party Permits.

The Village shall cooperate with Owner, at Owner’s expense, in applying for and obtaining such governmental permits and approvals as may be required from time to time to develop the Property in accordance with this Agreement, the Rezoning Ordinance and the Regulating Plan. Such permits and approvals shall include, but not be limited to, those issued or required by Will County, IDOT, and the IEPA for any purpose, including access, construction and use of sewer and water mains, construction and use of roadways (including access points and curb-cuts) construction and use of stormwater detention areas as

contemplated in this Agreement.

XII. MISCELLANEOUS.

13.1 Disconnection.

Owner agrees and acknowledges, in consideration of the Village's payment of the Economic Development Incentive to Owner and the other contributions and commitments the Village has made to Owner in this Agreement, and provided the Village is not in default under the provisions of this Agreement, it will not disconnect the Property, in whole or in part, from the Village. This Section shall survive the termination of this Agreement.

13.2 No Merger.

The agreements contained herein shall survive the annexation of the Property to be Annexed and shall not be merged into or extinguished by the annexation of the Property to be Annexed to the Village.

13.3 No Personal Liability of Corporate Authorities.

The Parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the Village are entering into this Agreement in their corporate capacities as members of such a group and shall have no personal liability in their individual capacities.

13.4 Facilitation of Development.

The Parties acknowledge and agree that the successful performance of their respective obligations under this Agreement will require their continued cooperation. The Village and Owner hereby evidence their intent to cooperate in the resolution of mutual problems and their willingness to facilitate the development and the use of the Property, as contemplated by the provisions of this Agreement.

13.5 Remediation.

If for any reason the annexation of the Property to be Annexed, in whole or in part, is ruled by a court of competent jurisdiction to be invalid, then this Agreement shall remain in effect and the Corporate Authorities agree that they shall, as soon as possible, upon proper petition, which Owner shall promptly provide, annex the Property to be Annexed, or the relevant portion thereof, to the Village in a valid manner upon the terms and conditions contained herein.

13.6 Term of Agreement.

This Agreement will be binding on the Parties for a term of 20 years from the Effective Date (the “**Term**”). In the event the annexation or zoning contemplated by this Agreement is challenged in any legal proceeding, then, to the extent permitted by law, the period of time during which such proceedings are pending final determination shall toll the Term.

13.7 Sale of Property or a Lot.

If the Property is sold and conveyed by Owner to another party, and such party assumes Owner’s obligations under this Agreement with respect to the improvement of the Property, Owner shall thereupon be released from such

obligations. If Owner sells a Lot to a third party, Owner's rights under this Agreement relating to the zoning and development of such Lot and the construction of improvements on such Lot shall be deemed to have been assigned to such third party.

13.8 Time of the Essence.

It is understood and agreed that time is of the essence of this Agreement and that both Parties will make every reasonable effort to expedite the subject matters hereof. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

13.9 Binding Effect of Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns and upon successor owners and developers of the Lots.

13.10 No Third Party Beneficiaries.

The provisions of this Agreement shall not create, either expressly or by implication, any third-party beneficiary rights in any third parties.

13.11 Notices.

Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by email (provided that, to be effective, emailed notices must be supplemented with a notice sent by one of the other notice methods within two business days of delivery of

such emailed notice); or (iv) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received. Any notice required or permitted to be given pursuant to this Agreement shall be delivered or sent to the following respective addresses of the Parties:

If to Owner: Tinley Park Land Development LLC
c/o GSP Development LLC
1111 E. Touhy Avenue, Suite 230
Des Plaines, IL 60018
Attention: Lawrence Debb, Manager
Email address: ldebb@gspdevelopment.com

With copies to: Meltzer, Purtill & Stelle LLC
1515 E. Woodfield Road, Suite 250
Schaumburg, IL 60133
Attention: Harold W. Francke
Email address: hfrancke@mpsllaw.com

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477
Attention: Village Manager
Email address: pcarr@tinleypark.org

With copies to:

Del Galdo Law Group, LLC
1441 S. Harlem Ave
Berwyn, IL 60402
Attention: Michael T. Del Galdo
Email address: delgaldo@dlglawgroup.com

13.12 Default.

In the event a Party defaults in the performance of its obligations set forth in this Agreement, then the non-defaulting Party shall give notice to the defaulting Party setting forth the alleged default in detail. The defaulting Party shall have 60 calendar days from the effective date of such notice to cure the default or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. In the event the defaulting Party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default will be cured in a timely manner, then following expiration of said 60-day period, the non-defaulting Party may seek to enforce this Agreement in the courts of Will County, Illinois. In the event Owner is in default and the same is not cured as set forth herein, the Village shall be under no obligation to undertake or complete the improvements to the Intersection, 191st Street or Harlem Avenue, nor to continue to waive any connection fees, building permit or inspection fees for the benefit of Owner.

13.13 Definitions.

Terms not specifically defined in this Agreement shall have the meanings attributed to them in the Zoning Ordinance and, if not defined in the Zoning Ordinance, they shall have the meanings given them in normal discourse.

13.14 Release, Indemnification and Hold Harmless Provisions.

This Section shall survive the termination of this Agreement.

13.14.1.1 Release. Owner releases the Village, the Corporate Authorities, and its officers, agents, employees, consultants and legal counsel (collectively, the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about the Property, or resulting from the performance of Owner’s obligations under this Agreement. The foregoing shall not extend to losses, damages or injuries that are incurred as a result of the Indemnified Parties’ gross negligence or willful misconduct.

13.14.1.2 Indemnification. Owner agrees to indemnify the Indemnified Parties, against, and to hold the Indemnified Parties harmless from, any claims, demands, suits, costs, expenses (including reasonable attorney’s fees), actions or other proceedings that they may suffer, sustain or incur as a result of actions taken by Owner under this Agreement, provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Village in this Agreement or to claims, demands, suits, costs, expenses (including reasonable attorney’s fees) arising out of or related to the gross negligence or willful misconduct of the Indemnified Parties.

13.14.1.3 No Personal Liability. No liability, right or claim at law or in equity shall attach to or shall be incurred by the Corporate Authorities or the officials, attorneys, agents and/or employees of the Village, and any such rights or claims of Owner are hereby expressly waived and released as

a condition of and as consideration for the execution of the Agreement by the Village. The foregoing waiver and release shall not extend to liabilities, claims or rights arising out of the Indemnified Parties' willful misconduct or gross negligence.

13.15 Force Majeure.

As used in this Agreement, the term "*Force Majeure*" includes: strikes, lock-outs, other labor disputes and shortages of qualified tradesmen; pandemic, epidemic, or area wide health emergencies; bankruptcy filings by contractors and materialmen; inability to procure or rationing of necessary materials and supplies; power failures, shortages of power generation equipment and rolling blackouts; acts of God and nature including storms, floods, extreme heat or cold, tornadoes and other natural events which hinder or prevent construction; delays by permitting authorities in the issuance of permits or approvals for which applications have been made; institution of proceedings and administrative or judicial orders halting or restricting work during the pendency of such proceedings; governmental restrictions; enemy action, acts of terrorism, war, or civil commotion or unrest; inability of or delays in obtaining offsite easements or rights of way; fires, unavoidable casualties or other causes beyond the reasonable control of Owner.

13.16 Entire Agreement/Exhibits.

This Agreement sets forth all agreements, understandings, and covenants between the Parties relative to the subject matter hereof. This Agreement supersedes and all other prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the Parties. All exhibits to this Agreement are incorporated into it by this reference to them.

13.17 Consents and Approvals.

Unless provided otherwise in this Agreement, whenever the consent or approval of either the Village or Owner, or of any of their respective employees, consultants, attorneys, agents or representatives, is required to be given or rendered under this Agreement, the same shall not be unreasonably withheld, delayed or conditioned.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Village and Owner have caused this instrument to be executed by their respective proper officials, duly authorized to execute the same, to be effective as of the day and year first above written.

Village:

VILLAGE OF TINLEY PARK,
an Illinois home rule municipal corporation

Attest:

By: _____
Village Clerk

By: _____
Village President

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL)

I, the undersigned, a Notary Public in and for the Counties and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Tinley Park, and personally known to me to be the same persons whose names are subscribed to the foregoing annexation and development agreement, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed said annexation and development agreement as such President and Village Clerk pursuant to authority given them by the Corporate Authorities of the Village of Tinley Park, as the free and voluntary act and deed of said Village for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2025.

Notary Public

Owner:

TINLEY PARK LAND DEVELOPMENT LLC,
an Illinois limited liability company

By: _____
Name: Lawrence Debb, Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Lawrence Debb, personally known to me to be the Manager of Tinley Park Land Development LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing annexation and development agreement, appeared before me this day in person and acknowledged that he signed said annexation and development agreement as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2025.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NO. R2002-112732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

Permanent Index number: 19-09-12-200-011-0010 and 19-09-12-200-011-0020

LEGAL DESCRIPTION OF THE PROPERTY TO BE ANNEXED

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;

(EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H AND ALSO THAT PART TAKEN BY THE PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NUMBER R2002-112732;

AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF CIRCLE OF 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID, THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID, THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THAT PORTION LYING EAST OF FLOSSMOOR DITCH PREVIOUSLY ANNEXED INTO THE VILLAGE OF TINLEY PARK;

IN WILL COUNTY, ILLINOIS.

Permanent Index number: 19-09-12-200-011-0010

EXHIBIT B

FINAL PLAT OF SUBDIVISION

EXHIBIT C

THE PLANNED UNIT DEVELOPMENT REGULATING PLAN

EXHIBIT D

PLAT OF ANNEXATION

EXHIBIT E

PUD REQUIREMENTS

EXHIBIT F

FINAL ENGINEERING PLANS

EXHIBIT G

PRELIMINARY LANDSCAPE PLAN

EXHIBIT H

FENCE EXHIBIT

EXHIBIT I

POA DECLARATION

EXHIBIT J



Interoffice Memo

Date: January 14 2025

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Law Enforcement Access to District 230 Security Cameras.

Presented for January 21st, 2025 Committee of the Whole meeting discussion and action:

Description: Enter into agreement with Consolidated High School District No. 230 regarding Village's access to digital security cameras.

Background: The Village uses Fusus, a real time crime center software platform provided by Axon. This technology platform allows our first responders to view live video from any security camera system owned or operated by a public or private entity who voluntarily wish to share camera access. The purpose of this technology is to enhance first responder's situational awareness during critical incidents.

This agreement will allow the Village to access the security cameras present at High School District 230 once they have been on boarded into the Fusus platform.

Budget/Finance: This agreement has no financial impact to the village

Staff Direction Request: Enter into an agreement with High School District No. 230 regarding Village's access to digital security cameras.

Attachments:

1. Tinley Park D230 Fusus Agreement

AMENDMENT NO. 1
TO THE
RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN
THE TINLEY PARK POLICE DEPARTMENT
AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 230,
COOK COUNTY, ILLINOIS

LAW ENFORCEMENT ACCESS TO SCHOOL DISTRICT
DIGITAL SECURITY CAMERAS AND BUILDINGS

WHEREAS, the Board of Education of Consolidated High School District No. 230, Cook County, Illinois ("School District") and the Tinley Park Police Department ("Department") are parties to an intergovernmental Reciprocal Reporting System Agreement dated September 11, 2023 ("Agreement"); and

WHEREAS, the School District and the Department recognize their shared responsibility to work together to promote public safety; and

WHEREAS, security cameras play a role in achieving this collective goal; and

WHEREAS, the School District and the Department recognize the value of a shared understanding of the use of security cameras to provide information sharing for public safety while respecting the legal rights and responsibilities of each partner and the privacy expectations of the public; and

WHEREAS, the Department is currently developing the capability to view remotely real time and recorded footage from security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during emergencies; and

WHEREAS, the Department is working with a private vendor, FUSUS, in order to have all security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during other emergencies available in one accessible location via the Cloud, which will lessen the burden on the School District to grant access to the real time and recorded footage; and

WHEREAS, the School District and the Department desire to amend the Agreement to provide for certain access by the Department to the School District security camera live feed for school safety and security purposes; and

WHEREAS, the School District and the Department desire to amend the Agreement to further outline the parameters of Department access to District buildings for school safety and security purposes.

NOW, THEREFORE, for good and sufficient consideration provided each to the other, the Agreement is hereby amended by adding the following provisions:

I. DEPARTMENT ACCESS TO SCHOOL DISTRICT SECURITY CAMERA SYSTEM THROUGH FUSUS

- A. Scope of Access to School District Digital Camera System Through FUSUS.** Provided the Village establishes and maintains an account for streaming access through FUSUS, the School District will take the steps necessary through registration with FUSUS to enable the Department to view, through the FUSUS system, real time feeds created by certain School District digital security cameras and recordings of those videos that may be created and stored by FUSUS. FUSUS shall not be acting as a contractor or agent of School District in its receipt of the live feeds or creation of records therefrom. This access through FUSUS will apply to School District cameras on the interior and exterior of School District buildings and in School District parking lots. FUSUS access will not apply to cameras on school buses.
- B. Installation of Security Cameras.** The decision to install, operate and/or, maintain a security camera system on the School District's premises is the exclusive decision of the School District. The costs associated with the system, the components, the ownership, control of, and all recordings are governed by the laws, rules, and regulations that govern the School District. The Department may make technical suggestions to the School District to facilitate remote access but the Department assumes no liability for final selection of components by the District.
- C. Cost Allocation.** The School District shall acquire and be financially responsible for the cost of the FUSUS hardware appliances necessary in each connected campus location. The Department shall provide and be financially responsible for the ongoing streaming access costs and any corresponding licensing costs associated with the FUSUS system.
- D. Training.** All Department personnel involved in the use of FUSUS will be instructed in the technical and ethical parameters of appropriate use of this system and in the parameters set forth in this Amendment.
- E. Records of Access.** The Department shall maintain a record of all personnel who are authorized to remotely access a School District system or School District feeds and record created therefrom and shall notify the School District in the event of a compromise or hacking of remote access software or compromise of its system. The Department will provide the School District with access to all audit logs giving the School District access to login and user history.

- F. **Point of Contact.** The School District will provide the Department at least one point of contact, with a basic understanding of the School District's inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at School District location(s). The School District agrees that it will provide information needed by the Department for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.
- G. **Department's FUSUS Agreement.** The Department shall ensure that its agreement with FUSUS shall contain provisions that reflect the provisions set forth in this Amendment. Specifically, the Department's agreement with FUSUS must prohibit FUSUS from viewing, downloading, or disseminating any footage or recording from the School District's system outside the FUSUS system for other than law enforcement purposes without the express permission of the School District.
- H. **FOIA Requests.** If the Department or the Village of Tinley Park receives a *Freedom of Information Act* request for information in the FUSUS system or derived from the FUSUS system that is related to or derived from School District camera feeds, the Department or Village shall immediately notify the School District and work in good faith with the School District before responding to the FOIA request to ensure legal and personal privacy of individuals is preserved to the extent allowed by law.

II. **ACCESS TO SCHOOL DISTRICT BUILDINGS**

- A. **Department Possession of Building Keys.** The School District will provide to the Department sufficient copies of a master key (physical or electronic) to the School District buildings to enable the Department to have one key carried in each squad car. The Department will not make further copies of the keys. The Department will routinely account for all copies of the keys and immediately notify the School District if any key is lost, unaccounted for, or damaged or any access code is compromised. The Department will return the keys to the School District upon request.
- B. **Department Access to School Buildings.** The Department may use the master keys provided by the School District to respond to emergencies at any School building or to enter the building for scheduled training exercises approved in writing in advance by the School Principal or the School Principal's designee. The Department will not use the keys for entry into the any School building as part of routine patrol or other purposes not outlined herein or under other written agreement between the Parties.

III. **TERMINATION**

Either party may terminate this Amendment or any Section thereof at any time upon ten (10) days' notice.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the day and year this Amendment is fully executed by both Parties.

BOARD OF EDUCATION OF
CONSOLIDATED HIGH SCHOOL
DISTRICT NO. 230
COOK COUNTY, ILLINOIS

VILLAGE OF TINLEY PARK
COOK COUNTY, ILLINOIS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Attest: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOIA NOTICE: The School District and Department agree that this Amendment No. 1 constitutes security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(l)(v) and other applicable provisions, and each Party agree to withhold these protocols from **FOIA** responses unless directed otherwise by the Attorney General or a court or with consent of the other Party.

1063620.5



Interoffice Memo

Date: January 21, 2025

To: Committee of the Whole

CC: Donna Framke, Marketing Director

From: Carolyn Mitera, Marketing & Economic Development Specialist

Subject: Retail Recruitment & Development Strategy (191st Street & Harlem Avenue Corridor) – The Retail Coach Proposal

Description

The Village is seeking retail recruitment and development strategy services for the 191st Street and Harlem Avenue Corridor. The Retail Coach will identify and recruit the right retail mix to the Corridor by working closely with Village stakeholders to confirm the vision for the targeted area, work with owners/representatives of each new development site, assist with filling Brookside Marketplace vacancies, and recruit targeted users for the Corridor.

Background

The goal is to create the 191st Street & Harlem Avenue Corridor as a premier shopping and entertainment district with the existing Brookside Marketplace, Credit Union 1 Amphitheater, Topgolf site, and new retail developments. In an effort to support the Life Amplified brand and develop the Entertainment District, there will be an emphasis on outreach to music-focused businesses (ex. live music), higher quality dining establishments, and attractions to complement and enhance the Corridor.

Budget: Funding in the amount of \$50,000 is available to use in the FY2025 budget.

Request

Staff is seeking the approval to 12-month contract term with The Retail Coach in the amount of \$40,000.00.

Attachments:

1. The Retail Coach Proposal



Proposal for: Village of Tinley Park, Illinois

.....

Retail Recruitment & Development Strategy

Harlem Avenue & 191st Street Corridor Focus

Prepared by:

C. Kelly Cofer, CCIM
Founder & CEO

Ph: 662.401.4327

Email: ckcofer@theretailcoach.net



Executive Summary

Identifying & Recruiting the Right Retail Mix to the Harlem Avenue & 191st Street Corridor

The Retail Coach is submitting this proposal for a **Retail Recruitment & Development Strategy** to be executed for the Village of Tinley Park.

Goals & Objectives:

- Work closely with Village stakeholders to confirm the vision for the Corridor, including specific sectors desired (retail, restaurant, hospitality, entertainment), specific brands, development-type (traditional strip, mixed-use, etc.)
- Work with the ownerships/representatives of each new development site to determine development plans, timelines, etc.
- Assist Brookside Marketplace fill vacancies, if any
- Recruit targeted users for the Corridor

Company Profile

We Recruit Retail.

For more than 25 years, The Retail Coach has been the premier national retail recruitment partner for municipalities, economic development organizations, and development firms.

We are the nation's leading retail recruitment, market analysis, and development firm. Our approach combines **strategy, technology, and creative marketing** to execute high-impact retail recruitment strategies for local governments, chambers of commerce, and economic development organizations.

Having worked more than 650 assignments in more than 41 states, our recruitment approach is simple - do what you say you are going to do, do it at the highest level possible, and constantly communicate findings and results to our clients. This approach has proven successful, leading to multiple assignments with more than 90% of our clients.

Proven Success:



6 Million +

**SQUARE FEET OF
NEW RETAIL RECRUITED**

We have recruited more than 6 million square feet of new retail to client communities in the past 5 years.



\$600 Million

IN NEW SALES TAX GENERATED

Our work has generated more than \$600M in sales tax in the past 5 years.

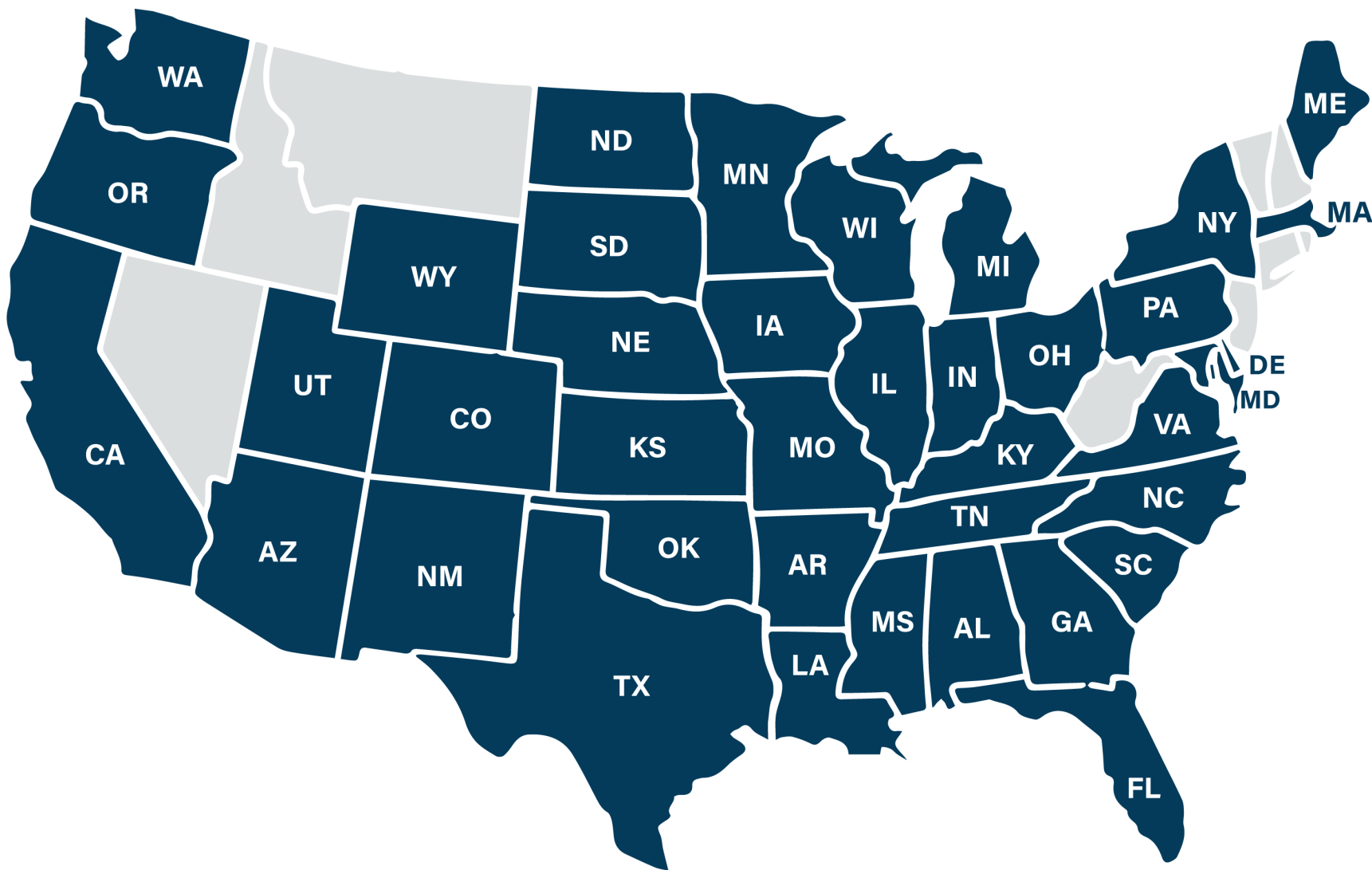


90%

REPEAT CLIENT RATE

90% of our clients choose to continue working with us after the initial assignment.

Company Profile



**We Have Served
More Than 850 Client
Communities Across 42
States.**

National Expertise. Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

850+

COMMUNITIES
SERVED

41

STATES WE'VE
WORKED IN

90%

REPEAT CLIENT RATE

Company Profile: Successes

More Than 6 Million SF of
New Retail Recruited in the
Last 5 Years.





An Entire Team Dedicated to Growing Retail in Tinley Park

What Makes Us Different?

Experienced & Connected

We pioneered the retail recruitment industry more than 23 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

Our Team is Your Team

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

Full Transparency

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers. We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.

Scope of Work & Deliverables

1: Retail Market Analysis

- Custom Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- Village Demographic Profile
- Discussions with Key Village Stakeholders
- Discussions with Property Owners

2: Determining Retail Opportunities

- Retail Demand Analysis
- Retail Void Analyses

3: Identifying Development & Redevelopment Opportunities

- Analysis of Development Sites
- Retail Site Profiles for Development Sites

4: Identify Retailers & Developers

- Target List of up to Thirty-Five (35) Retailers and Restaurants
- Target List of up to Ten (10) Developers with Contact Information

5: Marketing & Branding

- Retail Market Profile
- Retail Market Flyer
- Developer Opportunity Package
- Online Retail Dashboard (Retail 360[®] Website)
- Interactive Site Mapping

Scope of Work & Deliverables (cont.)

6: Recruitment of Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard (AirTable)

7: Ongoing Recruitment & Coaching

- Ongoing Coaching and Support from The Retail Coach Team
- Representation of the Village at Regional and National Retail Industry Events Attended

Our Approach: Retail 360®

Retail Recruitment is a Process, Not an Event.



Market-Based Solutions

We understand that every community has its own unique set of development needs. That is why we work with our clients to determine those needs and to offer custom, tailored solutions.

On-the-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers. We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

Action Plan for Retail Growth

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process. This partnership typically produces the best results when, together, we derive short-term and longterm strategies based on market data and opportunities.

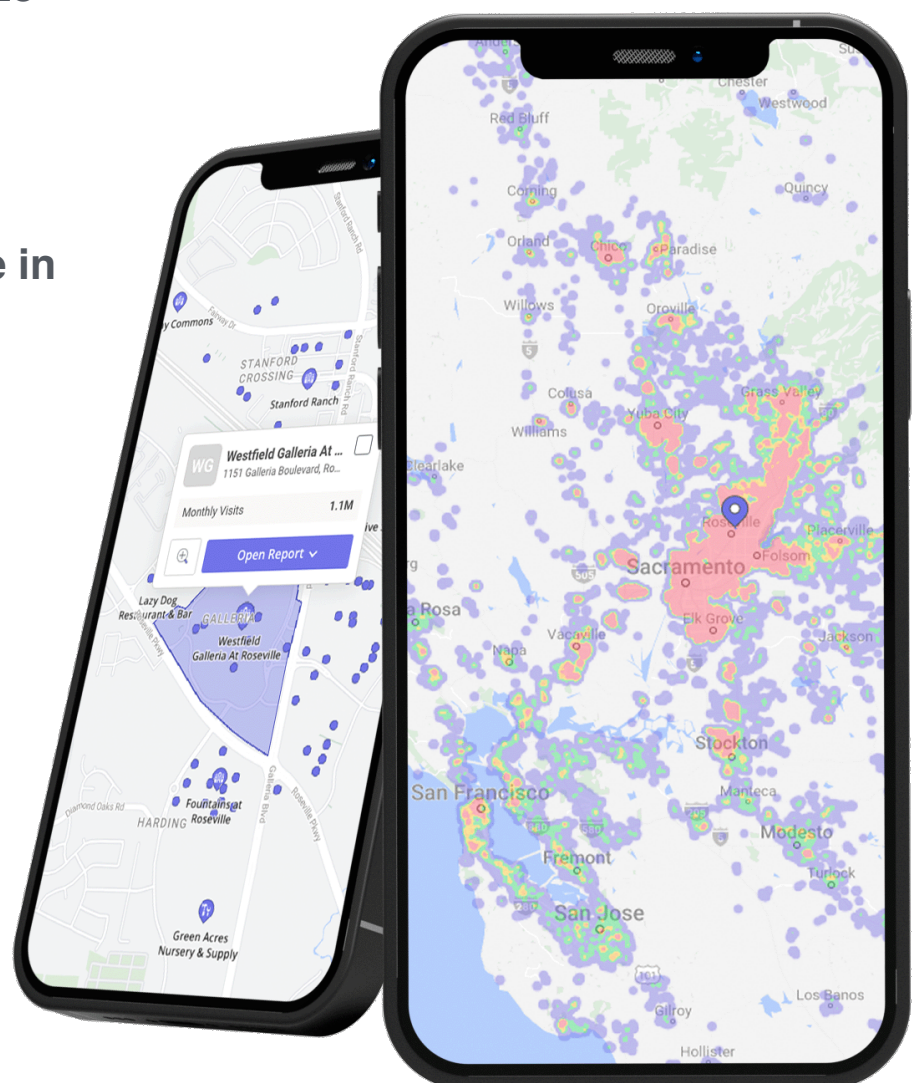
Our Retail 360® Process identifies strengths, weaknesses, opportunities, and threats to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.

Understanding the Tinley Park Market Through High Impact Mobile Data Analysis

We will perform extensive market research and analysis to evaluate the area and the Tinley Park retail market.

Understanding your true customer base is critical to quantifying the demand for new retail and restaurant development.

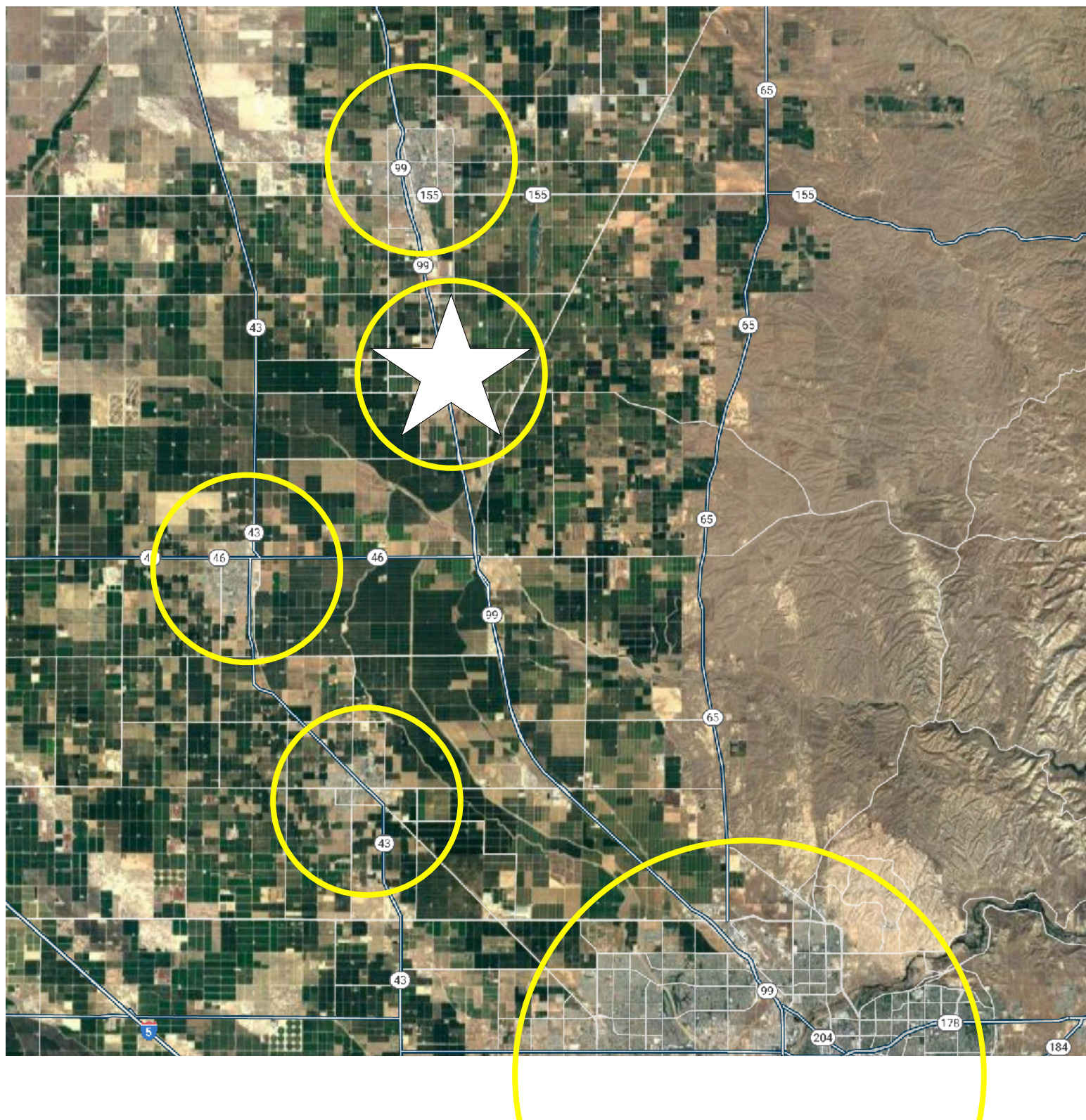
We use real data collected from actual customers in your community to analyze trade area boundaries, competitive markets, and leakage. This high confidence data allows our team to tell your community's story and show potential investors why they need to be in your market.



Retail Market Analysis

Competing Community Analysis

A community must have a clear understanding of the competitive nature of retail recruitment. Before analyzing the Tinley Park community, **we will look at competing communities to identify a competitive advantage, via economic and market forces, that have a direct impact on retail recruitment and development in Tinley Park.**



Retail Market Analysis

Custom Retail Trade Area Analysis

The Retail Trade Area is the geographical area from which the community's retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

We utilize retail trade area data when communicating with retailers and developers to ensure that the community fully leverages the amount of shoppers coming into the community.

We will hand draw retail trade areas for Tinley Park based on cell phone/GPS data from shoppers as well as on-the-ground analysis from The Retail Coach Team.

Mobile Data for Location Decisions:

We will utilize mobile location technology that analyzes retail location and behavioral data collected from mobile devices to determine consumer visits to Tinley Park. This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions.

Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

We will create comprehensive 2020 Census, 2023, and 2027 demographic profiles for the Retail Trade Area and Tinley Park community. The profile includes population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

Retail Market Analysis

Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for an independent business.

We will develop a Tapestry Segmentation Profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.

Identification of Ancillary Issue Impacting Retail

We will work with the Village to identify other root-cause issues of the local economy, and include recommendations for the Village to improve opportunities.

The Retail Coach will provide an Ancillary Issue Report and Recommendations, including an analysis of current/projected trade area factors, housing availability and impact on retail, and a connectivity analysis to assess signage, roadway, landscaping, and mobility factors and their impact on retail growth.

Stakeholder Discussions

Buy-in from key community leaders and stakeholders is crucial to the retail plan. Our belief is that, "if they are not in on it and up on it — they may be down on it." One of our first meetings will be with independent businesses who may see our work as threatening. Our goal is to not only obtain buy-in, but to assist in finding prospects for available vacancies and properties.

We will work to obtain plan buy-in from public and private stakeholders through a series of individual and group meetings. Stakeholders may include Village staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.

Determining Retail Opportunities

Retail Demand Analysis

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the primary projected retail demand growth — or opportunities — for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community.

The Retail Demand Analysis will:

- identify retail demand growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest propensity for success and qualify their ultimate potential

We will determine the level of retail demand for the designated retail trade area and use projected demand to help identify opportunity areas and prioritize market sectors for recruitment.



Development Opportunities

Identifying & Marketing Available Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information. Successful retail recruitment begins to happen with the introduction of available sites.

We will identify priority retail vacancies and development sites to market. Factors influencing site selection for priority sites will include:

- Existing market conditions
- Retail Trade Area population
- Traffic counts and traffic patterns
- Site-line visibility from primary & secondary traffic arteries
- Ingress/regress
- Adequate parking
- Site characteristics
- Topography
- Proximity to retail clusters



Development Opportunities

Retail Site Profiles

A critical step in attracting retail is providing accurate and current information on each identified available site.

We will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic count
- Appropriate contact information



Identifying Retailers & Developers for Recruitment

Identifying Potential Retailers

The Retail Coach (TRC) has been successful in recruiting leading retail brands to our client communities for more than 25 years. Our process is driven by providing accurate and current data sets, as well as site-specific information to retailers that “fit” the community.

We will develop and review a master list of potential retailers with Tinley Park staff and work together to prepare a final target list of retailers for recruitment. This list will include retailers from TRC’s analysis as well as new retail/restaurant concepts or regional retailers and restaurants that may be a good fit for the community.

Identifying Potential Developers

Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 25 years. Developer networking and recruitment have become key components in a community’s retail recruitment and development/redevelopment success. If a higher-tier retailer were to express interest in a community, and there was not sufficient ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

We will use its network to identify retail real estate developers active in Tinley Park and the region for recruitment. We will also work with Tinley Park staff to contact and build relationships with developers active in the region.

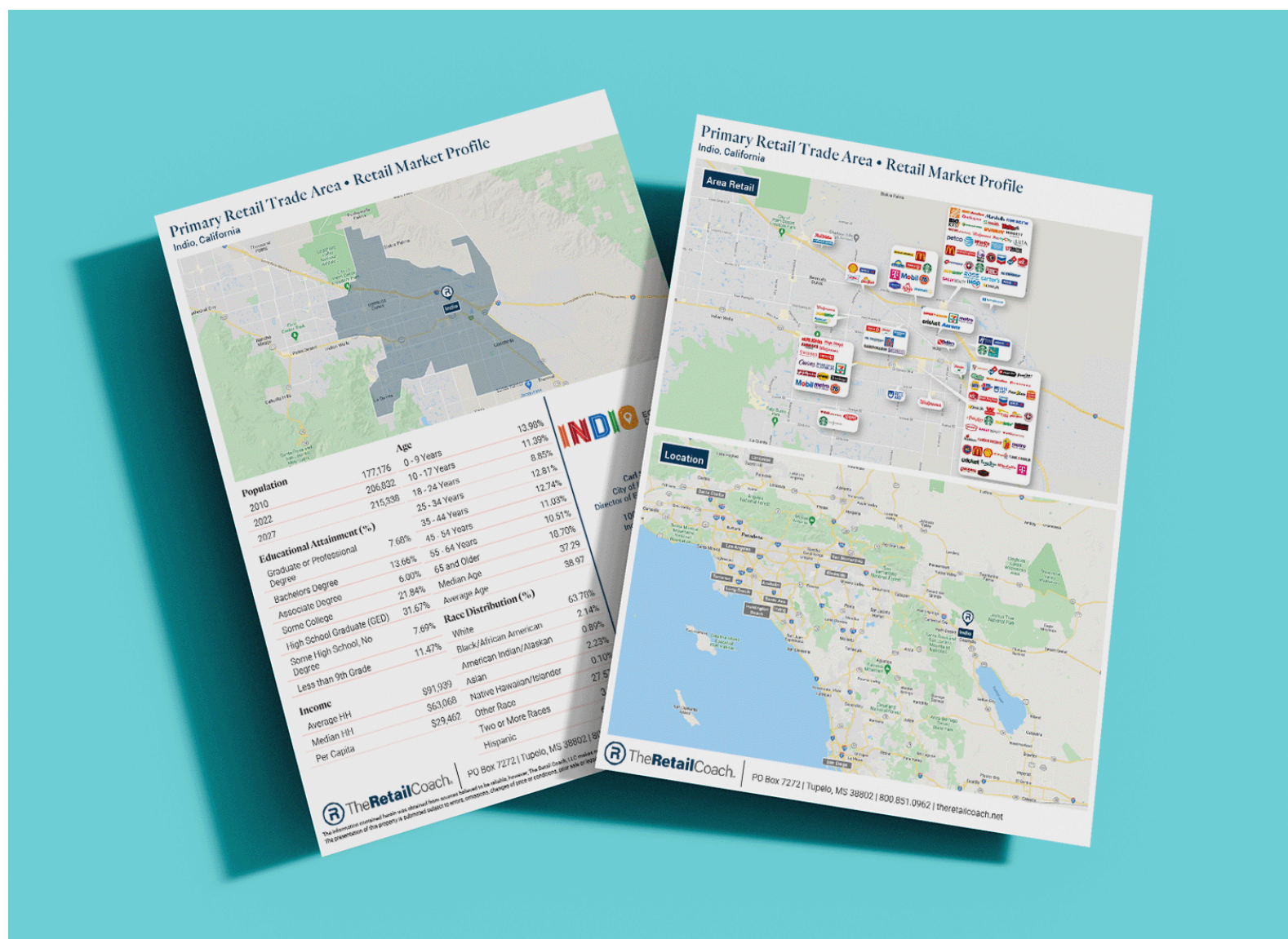
Marketing & Branding

Retail Market Profile

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community's attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

We will develop a Retail Market Profile tailored to the specific needs of targeted retailers' essential site selection and location criteria for Tinley Park. The profile serves as a community introduction, and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary



Marketing & Branding

Retailer-Specific Feasibility Packages

Unlike the more general Retail Market Profile, a Retailer Feasibility Package is developed to send specifically to the real estate department or broker for individual retailers.

The Retail Coach will create Retailer-Specific Feasibility Packages to address essential location criteria. These feasibility packages include:

- Community Overview
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary
- Retail Gap Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Appropriate logo and contact information



Marketing & Branding

Developer Opportunity Package

Our team creates a Developer Opportunity Package to send specifically to retail developers active in the community and/or region to spark their interest in retail opportunities.

We will create a Developer Opportunity Package to highlight development/redevelopment opportunities in Tinley Park. This will include:

- Community Overview & Location Map
- Retail Trade Area & Demographic Trends
- Aerial Imagery & Traffic Counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Area Retail & Zoning
- Residential clustering and support
- Proximity to “anchor” retailers
- Top Employers & Workplace Population
- Potential retail tenants

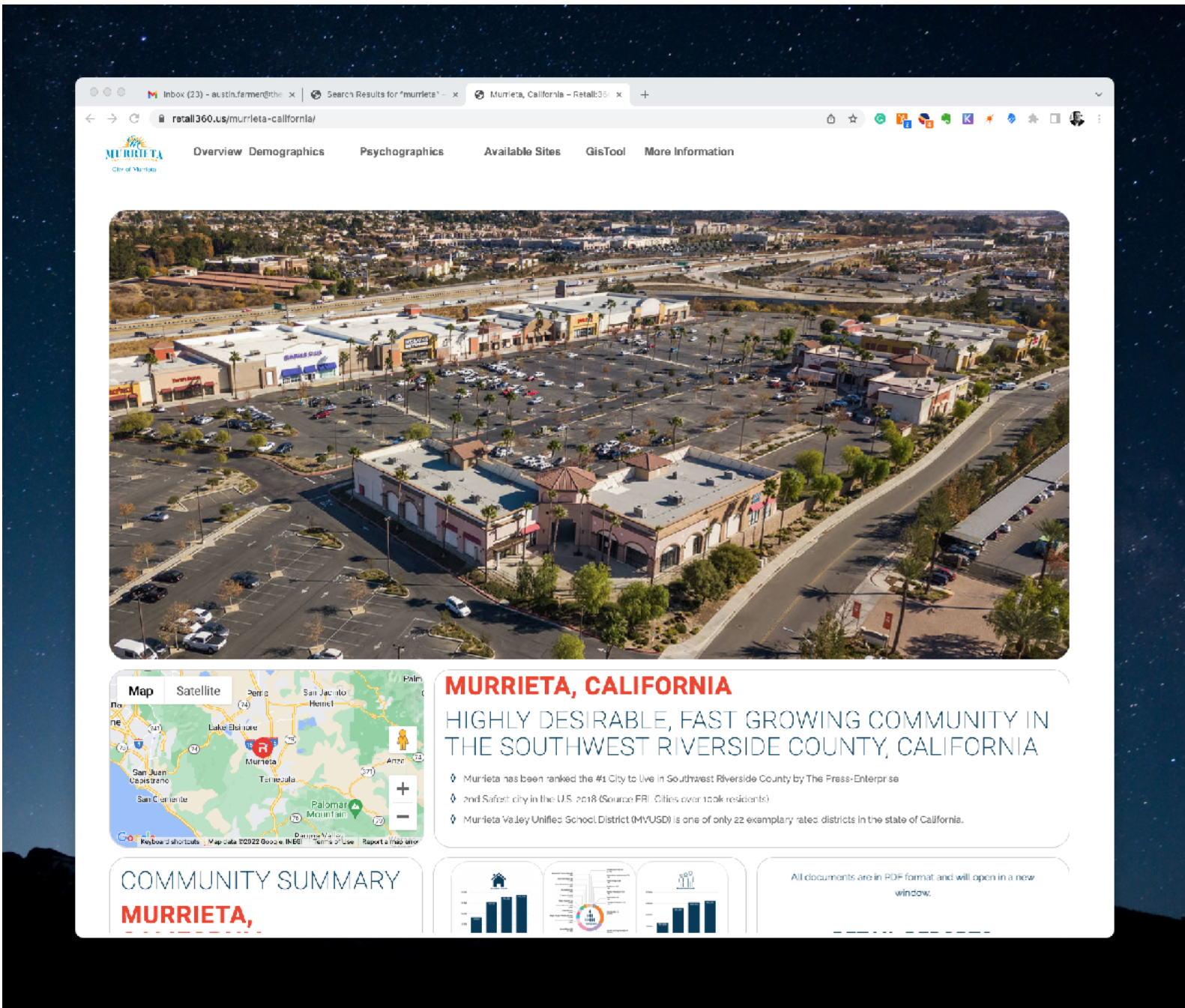


Marketing & Branding

Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community’s opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed online anytime through a branded Retail360® link.

The Retail Coach will create a Retail360® Retail Dashboard for Tinley Park, which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community’s retail potential like never before.

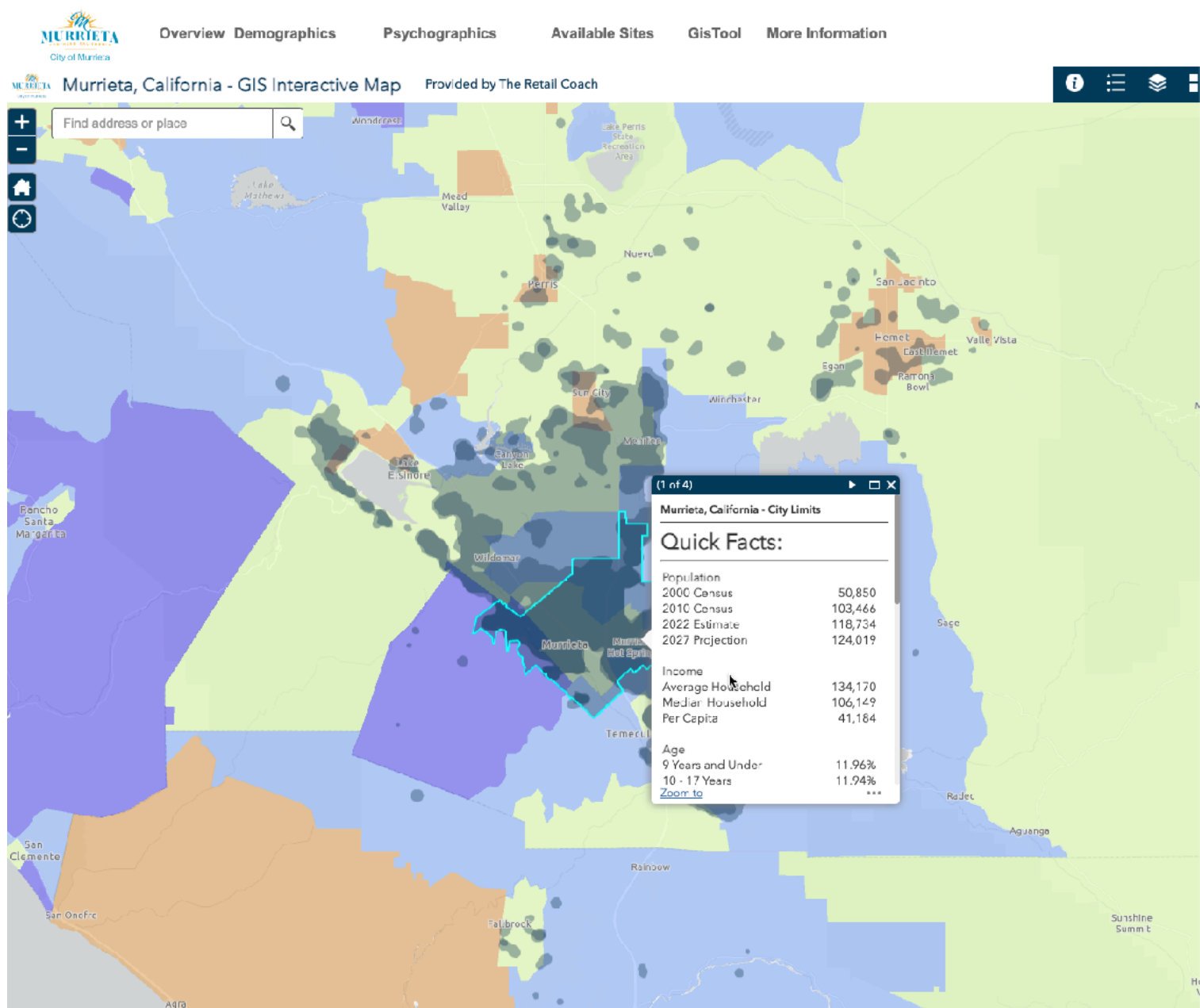


Marketing & Branding

Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for Tinley Park, along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing. Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user — whether they be a retailer, developer, or even a local entrepreneur.



Recruiting Retailers & Developers

Recruitment of Retailers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty three years and more than 850 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

We will actively recruit retailers on Tinley Park's behalf. Our retailer recruitment process includes:

1. **Introductory emails and retail market profile are sent to each targeted retailer.**
2. **Personal phone calls are placed to measure interest level.**
3. **Personal emails and retailer feasibility packages are sent to each targeted retailer.**
4. **Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers.**
5. **Personal emails are sent to inform targeted retailers of significant market changes.**
6. **Personal emails are sent to decision markers once per quarter to continue seeking responses regarding their interest level in the community.**
7. **A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.**

Recruitment of Developers

Much of our recruitment success comes from having established a network of national retail developers over the past 25 years. Oftentimes, a retailer may have interest in a community, only to find that suitable "for lease" properties do not exist.

The Retail Coach will actively recruit developers on Tinley Park's behalf. Our developer recruitment process includes:

1. **Introductory emails and opportunity packages are sent to developers.**
2. **Personal telephone calls are placed to measure interest level.**
3. **Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes.**
4. **A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.**

Recruiting Retailers & Developers

Retail Conferences

We help communities connect with retailers and developers at retail conferences such as the annual ICSC Recon Conference and other regional events.

We will assist in marketing Tinley Park, and its vacancies and sites, to retailers, developers, and brokers at retail industry conferences attended.



Recruiting Retailers & Developers

Retail Recruitment Dashboard

As part of our recruitment process, we provide access to a real-time recruitment dashboard where Village staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

Once recruitment has begun, we will set up a recurring monthly meeting with staff to review ongoing recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.

Interested	Need Franchisee	Interested - Requested Avail...	Opened / Opening
Idi STATUS Interested	Arby's STATUS Need Franchisee	22 North Holland STATUS Interested - Requested Avail...	Burger King STATUS Opened / Opening
Craving Kernals STATUS Interested	Huddle House STATUS Need Franchisee	Anytime Fitness STATUS Interested - Requested Avail...	Chicken Express STATUS Opened / Opening
First Class BBQ STATUS Interested	Jersey Mike's STATUS Need Franchisee	Denny's STATUS Interested - Requested Avail...	Jack In The Box STATUS Opened / Opening
Great Clips STATUS Interested	Schlotzsky's STATUS Need Franchisee	HTeaO STATUS Interested - Requested Avail...	Starbucks STATUS Opened / Opening
Holiday Inn Express STATUS Interested	Supercuts STATUS Need Franchisee	Papa John's STATUS Interested - Requested Avail...	4 records +
Horizon Firearms	5 records +	SHOE SHOW, INC. is a national shoe retailer with more than 1,500 stores in 47 states. All stores sell a complete line of family footwear. 	

Ongoing Retail Coaching

Retail Coaching

We partner with communities on a long-term basis and are available when clients have questions, new ideas, or need access to GIS mapping and current data statistics. We are also available if clients need to brainstorm opportunities as the community grows and develops.

We will provide ongoing coaching and support for retail recruitment activities for Tinley Park.



Project Pricing

Retail Recruitment & Development Services

Term

12 Months

Work Fees

The total fee for completion of work is **\$40,000**, payable in three installments:

\$15,000 upon execution of the agreement;
\$15,000 at 90 days following execution of agreement; and
\$10,000 at 180 days following execution of agreement.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be no more than \$3,000 (not to exceed amount). Reimbursable expenses include all travels costs, including airfare or mileage, meals, hotel, rental car, etc.

All Work Fees and Project Expenses are payable 30 days following receipt of the invoice.

Optional Contract Extension:

If the Tinley Park elects to extend the agreement, the additional fee shall be \$35,000 for each additional 12 month period of data updates, ongoing recruitment, monthly recruitment updates, and coaching.



Contact Information:

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ITEM #8

DISCUSS OVERNIGHT PARKING POLICY

PUBLIC COMMENT

ADJOURNMENT