
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-116

**A RESOLUTION APPROVING A COOK COUNTY CLASS 6B
RECLASSIFICATION FOR THE PROPERTY LOCATED AT 7305
DUVAN DRIVE, TINLEY PARK, ILLINOIS**

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

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

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

VILLAGE OF TINLEY PARK

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RESOLUTION NO. 2020-R-116

**A RESOLUTION APPROVING A COOK COUNTY CLASS 6B
RECLASSIFICATION FOR THE PROPERTY LOCATED AT 7305
DUVAN DRIVE, TINLEY PARK, ILLINOIS**

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

WHEREAS, the Village of Tinley Park desires to promote commercial and industrial development in the Village of Tinley Park; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 6b which provides an applicant a reduction in the assessment level for re-occupancy of an abandoned vacant industrial or commercial facility; and

WHEREAS, Class 6b requires the approval of the Cook County Board of Commissioners and the Village of Tinley Park; and

WHEREAS, John Kaczmariski (Owner) is applying for Class 6b property status pursuant to said aforementioned ordinance for certain real estate located at 7305 Duvan Drive (Subject Property) in the Village of Tinley Park, Orland Township, Cook County, Illinois, with the Property Index Number 27-36-204-037-0000, and legally described in Exhibit "A" attached hereto, and has proven to this Board that the Subject Area is in need of revitalization, and,

WHEREAS, the Subject Property real estate is located in Orland Township; has been vacant since December, 2018; and is certified eligible for Class 6b under Special Circumstances by Cook County;

WHEREAS, John Kaczmariski intends to make improvements to the Subject Property, and lease to another tenant; and

WHEREAS, the granting of a Class 6b tax incentive for the Subject Property is necessary for the re-occupancy of the abandoned and vacant property, and execution of the intended project; and

WHEREAS, the industrial development planned by John Kaczmariski is consistent with the overall Tinley Park comprehensive plan for rehabilitation and development of this area; and

WHEREAS, this resolution will be tied to an incentive agreement (see Exhibit B).

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

SECTION 1: The President and Board of Trustees agree to grant a Cook County Real Estate Classification 6b status specifically for the special assessment of "occupation of abandoned property" to John Kaczmariski for re-occupancy of a vacant commercial building located at 7305 Duvan Drive, Tinley Park, Orland Township, Cook County, Illinois, PIN Number 27-36-204-037-0000.

BE IT FURTHER RESOLVED, that the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Offices of the Cook County Assessor, the Cook County Clerk and the Cook County Board of Commissioners.

PASSED THIS 17th day of November, 2020.

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

NAYS: None

ABSENT: None

APPROVED THIS 17th day of November, 2020.

ATTEST:


VILLAGE CLERK


VILLAGE PRESIDENT

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-116, "A RESOLUTION APPROVING A COOK COUNTY CLASS 6B RECLASSIFICATION FOR THE PROPERTY LOCATED AT 7305 DUVAN DRIVE, TINLEY PARK, ILLINOIS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 17th, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of November, 2020.



KRISTIN A. THIRION, VILLAGE CLERK

Exhibit A

Legal Description

Property Index Number 27-36-204-037-0000

THAT PART OF LOT 17 IN TINLEY INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING THEREFROM THE WEST 1534.6 FEET OF THE EAST 2009.6 FEET OF THE NORTH 495.65 FEET), ALL IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERNLY LINE OF SAID LOT, AND 65.1 FEET (MEASURED ALONG THE ARC) SOUTHWESTERLY OF THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE AT A DISTANCE OF 208.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT, SAID POINT BEING 75.00 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER THEREOF, THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID LOT A DISTANCE OF 75.84 FEET, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE THAT IS 100.00 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE THEREOF, TO A POINT ON THE NORTHERLY LINE OF SAID LOT THENCE, NORTHEASTERLY ALONG SAID NORTHERLY LINE, 55.00 FEET (MEASURED ALONG ARC) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Exhibit B
Incentive Agreement

PREPARED BY AND AFTER
RECORDING RETURN TO:

PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT

**BETWEEN THE VILLAGE OF TINLEY PARK
AND JOHN KACZMARSKI
(7305 Duvan Drive, Tinley Park, Illinois 60477)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this ____ day of November, 2020 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **John Kaczmariski** (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned buildings on properties that have been designated as blighted by the community in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the owner of real property generally located at 7305 Duvan Drive, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6b Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Class 6b Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 6b Assessment Classification is necessary for such redevelopment to occur on the Property; and

WHEREAS, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 6b Tax Assessment Classification; and

WHEREAS, Owner shall redevelop the Property which shall consist of the rehabilitation of an abandoned building for an industrial use at a total estimated cost of \$92,000 (the “**Project**”); and

WHEREAS, without the Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Assessment Classifications for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolutions to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall

have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.

- b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall begin Project construction on or before December 2020. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before May, 2021 (the “**Outside Completion Date**”).
- c. The “**Project Work**” shall include all landlord work and site work required for the rehabilitation of the building. The Project Work shall include correcting all code violations, installing a complete fire prevention system, repaving the driveway and parking lot, installing new overhead doors, complying with the Village’s Landscaping Ordinance, and repairing the truck dock area.
- d. Upon completion of the Project Work, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the Project Work (a “**Completion Statement**”).
- e. The “**Substantial Completion Date**” shall mean the date on which the Village has approved a Completion Statement for the entirety of the Project Work, such approval shall not be unreasonably withheld.
- f. In the event that a Completion Statement for the entirety of the Project Work has not been submitted to the Village by the Outside Completion Date, upon a showing of good cause, the Village shall extend the Outside Completion Date for a period not to exceed one year (an “**Extension**”). To grant an Extension, the Village Manager must receive a written request from the Owner stating the reasons for the proposed extension (the “**Extension Request**”). Such Extension Request must be made before the expiration of the Outside Completion Date. Approval of an Extension shall not be unreasonably withheld.
- g. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.

Section 5. Event of Default.

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
 - v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
 - i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or

proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.

- ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Assessment Classifications on the Property accruing after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Up to the earlier of the Substantial Completion Date or the Outside Completion Date, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
 - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and

- ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved a Phase Completion Statement shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.

- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 8. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: David J. Niemeyer
Village Manager
dniemeyer@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC
200 West Adams St. Ste. 2125
Chicago, IL 60606
Attn: Paul O'Grady
pogrady@pjmchicago.com

If to Owner: John Kaczmarski
36 Carriage House Lane
Orland Park, IL 60467

With a copy to: James Clark Company
111 N. Wheaton Ave., Unit 408
Wheaton, IL 60187
Attn: Tim Clark


- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois
municipal corporation



By: Jacob C. Vandenberg
Its: Mayor

ATTEST:



By: Kristin A. Thirion
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 19TH day of November, 2020, before me, personally appeared Jacob C. Vandenberg, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

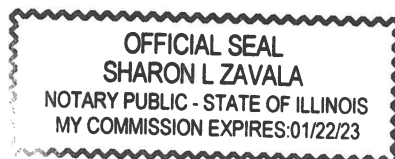
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.



Notary Public

Printed Names SHARON L. ZAVALA

My commission expires:



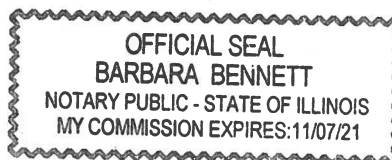


EXHIBIT A

Legal Description

Property Index Number 27-36-204-037-0000

THAT PART OF LOT 17 IN TINLEY INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING THEREFROM THE WEST 1534.6 FEET OF THE EAST 2009.6 FEET OF THE NORTH 495.65 FEET), ALL IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERNLY LINE OF SAID LOT, AND 65.1 FEET (MEASURED ALONG THE ARC) SOUTHWESTERLY OF THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE AT A DISTANCE OF 208.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT, SAID POINT BEING 75.00 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER THEREOF, THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID LOT A DISTANCE OF 75.84 FEET, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE THAT IS 100.00 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE THEREOF, TO A POINT ON THE NORTHERLY LINE OF SAID LOT THENCE, NORTHEASTERLY ALONG SAID NORTHERLY LINE, 55.00 FEET (MEASURED ALONG ARC) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.