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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois  
Will County, Illinois**

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## **RESOLUTION NO. 2024-R-011**

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**A RESOLUTION APPROVING A RENEWED COOK COUNTY  
ASSESSMENT CLASSIFICATION 8 FOR PROPERTY AT 7233, 7239,  
AND 7241 DUVAN DRIVE (JOHN KACZMARSKI)**

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

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2024-R-011**

**A RESOLUTION APPROVING A RENEWED COOK COUNTY  
ASSESSMENT CLASSIFICATION 8 FOR PROPERTY AT 7233, 7239,  
AND 7241 DUVAN DRIVE (JOHN KACZMARSKI)**

**WHEREAS**, the Village of Tinley Park desires to promote industrial & commercial 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 8 which provides an applicant a reduction in the assessment level for a commercial facility; and

**WHEREAS**, Class 8 requires the approval of the Cook County Board of Commissioners and the Village of Tinley Park; and

**WHEREAS**, the Village of Tinley Park on March 19, 2013 adopted Resolution No. 2013-R-024 a Resolution approving a Cook County Class 8 Reclassification for property at 7233, 7241, and 7245 Duvan Drive and;

**WHEREAS**, John Kaczmariski (Applicant) purchased the property in 2013 and the property had been vacant since 2009;

**WHEREAS**, John Kaczmariski submitted a request for a reclassification due to the difficulty in finding a tenant to occupy the vacant buildings and;

**WHEREAS**, the Village supports and consents to John Kaczmaski's renewal of the Class 8 reclassification property status pursuant to said aforementioned ordinance for certain real estate located at 7233, 7239, and 7241 Duvan Drive (Subject Property) in the Village of Tinley Park, Orland Township, Cook County, Illinois, with the Property Index Numbers, 27-36-204-050-0000, 27-36-204-049-0000, and 27-36-204-048-0000, 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 granting of a renewal of a Class 8 tax incentive for the Subject Property is necessary keep the existing tenants that occupied a vacant building and which is beneficial to the local economy; and

**WHEREAS**, John Kaczmariski intends to invest an estimated \$114,300 towards improvements of the property and;

**WHEREAS**, the renewed Class 8 tax incentive is proposed and supported for one time and a need for future extensions is not being proposed at this time; and

**WHEREAS**, the Village has received an Economic Disclosure Statement in accordance with the Cook County Board; and

**WHEREAS**, the Village and Applicant have executed a Property Tax Assessment Classification Agreement ("Classification Agreement"), attached hereto as **"Exhibit B"** and incorporated herein, which imposes certain terms and conditions on the Village's support for Applicant's request for the Class 8 reclassification of the Subject Property; and

**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 renewal of a Cook County Real Estate Classification 8 status to John Kaczmarski for property located at 7233, 7239, and 7241 Duvan Drive, Tinley Park, Orland Township, Cook County, Illinois, PIN Numbers 27-36-204-050-0000, 27-36-204-049-0000, and 27-36-204-048-0000.

**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 20<sup>th</sup> day of February, 2024.

AYES: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 20<sup>th</sup> day of February, 2024.



VILLAGE CLERK



VILLAGE PRESIDENT

## **EXHIBIT A**

### **Legal Description**

PIN: 27-36-204-048-0000

7241 Duvan Drive – Tinley Park, IL

THAT PART OF LOT 18 IN TINLEY PARK INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING FROM THE WEST 1534.60 FEET OF THE EAST 2009.60 FEET OF THE NORTH 495.65 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 22°35'51" WEST ALONG THE WEST LINE THEREOF, 196.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 37.07 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 66°17'00" EAST, A DISTANCE OF 37.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°57'03" EAST 193.90 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE NORTH 63°02'57" EAST ALONG SAID SOUTH LINE, 29.46 FEET; THENCE NORTH 26°57'03" WEST 193.27 FEET TO THE NORTH LINE OF SAID LOT 18; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18 AFORESAID, 29.47 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS SOUTH 64°16'30" WEST, A DISTANCE OF 29.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 27-36-204-049-0000

7239 Duvan Drive – Tinley Park, IL

THAT PART OF LOT 18 IN TINLEY PARK INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING FROM THE WEST 1534.60 FEET OF THE EAST 2009.60 FEET OF THE NORTH 495.65 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 22°35'51" WEST ALONG THE WEST LINE THEREOF, 196.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 66.54 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 65°23'38" EAST, A DISTANCE OF 66.52 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 5.85 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 63°12'32" EAST, A DISTANCE OF 5.85 FEET; THENCE NORTH 62°25'46" EAST ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 23.42 FEET; THENCE SOUTH 26°57'03" EAST 193.50 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE SOUTH 63°02'57" WEST ALONG SAID SOUTH LINE, 29.27 FEET; THENCE NORTH 26°57'03" WEST 193.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 27-36-204-050-0000

7233 Duvan Drive – Tinley Park, IL

THAT PART OF LOT 18 IN TINLEY PARK INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING FROM THE WEST 1534.60 FEET OF THE EAST 2009.60 FEET OF THE NORTH 495.65 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 22°35'51" WEST ALONG THE WEST LINE THEREOF, 196.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 72.39 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 65°13'02" EAST, A DISTANCE OF 72.37 FEET; THENCE NORTH 62°25'46" EAST ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 23.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°57'03" EAST 193.50 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE NORTH 63°02'57" EAST ALONG SAID SOUTH LINE, 125.31 FEET TO THE CENTERLINE OF THE INTERIOR PARTITION WALL, EXTENDED SOUTH; THENCE NORTH 26°54'56" WEST ALONG THE CENTERLINE OF SAID INTERIOR PARTITION WALL, AS EXTENDED NORTH AND SOUTH 194.86 FEET TO THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 62°25'46" WEST ALONG SAID NORTH LINE 125.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**Property Tax Assessment Classification Agreement**

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK  
AND JOHN KACZMARSKI  
(7233, 7239, and 7241 Duvan Drive, Tinley Park, Illinois 60477)**

**THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT** (“**Agreement**”) is made this 20<sup>h</sup> day of February, 2024 (“**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 commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as experiencing severe economic stagnation and blighted by the community in order to create employment opportunities and expand the tax base; and

**WHEREAS**, the Owner is the contract purchaser of property generally located 7233, 7239, and 7241 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 8 Real Estate Tax Assessment Renewal Classifications, as said term is defined in the Classification Ordinance, (“**Class 8 Assessment Classification Renewal**”) 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 8 Assessment Classifications Renewal are 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 8 Tax Assessment Classifications Renewal; and

**WHEREAS**, Owner shall make improvements to the Property for purposes of a retaining tenants; and

**WHEREAS**, without the Class 8 Assessment Classifications Renewal 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 Class 8 Assessment Classification Renewal 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 Class 8 Assessment Classifications Renewal 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 Class 8 Assessment Classifications Renewal for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has presented a signed agreement to the Village for recordation 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, Site Plan, 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 substantially complete the Project, subject to delays from Force Majeure (defined below).



- c. 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.
- d. Upon completion of the project as demonstrated in Exhibit B, the Owner shall submit to the Village for review and approval a completion statement from an engineer, general contractor, or other consultant with respect to the substantial completion of the improvements (a “**Completion Statement**”).
- e. The “**Substantial Completion Date**” shall mean the entirety of the improvements outlined in Exhibit B, shall be completed no later than 24 months after such approval has been granted by Cook County.
- f. Owner shall comply with the Cook County prevailing wage requirements pursuant to Section 74-71(b) of the Cook County Code and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and shall submit certified payroll to the Village on the 15<sup>th</sup> day of each month.

#### **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 Class 8 Assessment Classifications Renewal 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 Class 8 Assessment Classifications Renewal 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 Class 8 Assessment Classifications Renewal 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 Class 8 Assessment Classifications Renewal 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. Until the completion of the project identified in Exhibit B, 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 the completion of the improvements 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 9. 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: Patrick Carr  
Village Manager  
pcarr@tinleypark.org

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

If to Owner: John Kaczmariski  
36 Carriage House Lane  
Orland Park, Illinois 60467  
Parth7436@yahoo.com

- 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]

7233, 7237, and 7241 Duvan Drive

**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

[Redacted Signature]

By: Michael W. Glotz  
Its: President

ATTEST:

[Redacted Signature]

By: Nancy M. O'Connor  
Its: Village Clerk

STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF COOK        )

On this 20<sup>th</sup> day of February, 2024, before me, personally appeared Michael W. Glotz, 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.

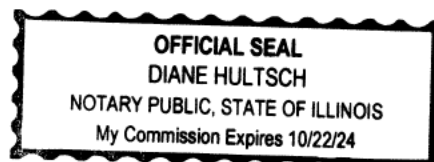
[Redacted Signature]

Notary Public

Printed Name

[Redacted Printed Name]

My commission expires:



7233, 7237, and 7241 Duvan Drive

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

OWNER:

John Kaczmarski

By:

Name:

Title: Owner

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

On this 22<sup>nd</sup> day of February, 2024, before me, personally appeared John Kaczmarski, personally known, who being by me duly sworn did say that he is the Owner, that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

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 Name

My commission expires:





**EXHIBIT A**

**Legal Description**

PIN: 27-36-204-048-0000

7241 Duvan Drive – Tinley Park, IL

THAT PART OF LOT 18 IN TINLEY PARK INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING FROM THE WEST 1534.60 FEET OF THE EAST 2009.60 FEET OF THE NORTH 495.65 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 22°35'51" WEST ALONG THE WEST LINE THEREOF, 196.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 37.07 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 66°17'00" EAST, A DISTANCE OF 37.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°57'03" EAST 193.90 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE NORTH 63°02'57" EAST ALONG SAID SOUTH LINE, 29.46 FEET; THENCE NORTH 26°57'03" WEST 193.27 FEET TO THE NORTH LINE OF SAID LOT 18; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18 AFORESAID, 29.47 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS SOUTH 64°16'30" WEST, A DISTANCE OF 29.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 27-36-204-049-0000

7239 Duvan Drive – Tinley Park, IL

THAT PART OF LOT 18 IN TINLEY PARK INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING FROM THE WEST 1534.60 FEET OF THE EAST 2009.60 FEET OF THE NORTH 495.65 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 22°35'51" WEST ALONG THE WEST LINE THEREOF, 196.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 66.54 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 65°23'38" EAST, A DISTANCE OF 66.52 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 5.85 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 63°12'32" EAST, A DISTANCE OF 5.85 FEET; THENCE NORTH 62°25'46" EAST ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 23.42 FEET; THENCE SOUTH 26°57'03" EAST 193.50 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE SOUTH 63°02'57" WEST ALONG SAID SOUTH LINE, 29.27 FEET; THENCE NORTH 26°57'03" WEST 193.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

7233, 7237, and 7241 Duvan Drive

PIN: 27-36-204-050-0000

7233 Duvan Drive – Tinley Park, IL

THAT PART OF LOT 18 IN TINLEY PARK INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING FROM THE WEST 1534.60 FEET OF THE EAST 2009.60 FEET OF THE NORTH 495.65 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 22°35'SI" WEST ALONG THE WEST LINE THEREOF, 196.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 72.39 FEET BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 949.07 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 65°13'02" EAST, A DISTANCE OF 72.37 FEET; THENCE NORTH 62°25'46" EAST ALONG THE NORTHERLY LINE OF LOT 18, AFORESAID, 23.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°57'03" EAST 193.50 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE NORTH 63°02'57" EAST ALONG SAID SOUTH LINE, 125.31 FEET TO THE CENTERLINE OF THE INTERIOR PARTITION WALL, EXTENDED SOUTH; THENCE NORTH 26°54'56" WEST ALONG THE CENTERLINE OF SAID INTERIOR PARTITION WALL, AS EXTENDED NORTH AND SOUTH 194.86 FEET TO THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 62°25'46" WEST ALONG SAID NORTH LINE 125.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

7233, 7237, and 7241 Duvan Drive

**EXHIBIT B**

**Narrative/Plan**

**Verification as to the length of time the property has been vacant**

- Not applicable as this is a renewal application. The premises are fully occupied at this time.

**Submit a tax impact table showing the projected taxes that would be paid if the 8 is granted for the life of the reclass; The property taxes that would be paid if the property is reused without the 8, and the property taxes if the property was vacant over the life of the 8.**

- Unknown

**Narrative**

The Class 8 renewal is needed to support the locations of 7233-7241 Duvan Drive. With a location so close to Will County, where real estate taxes are substantially lower, it is imperative to remain competitive in today's market. This is primarily done by keeping the property well-maintained and up to date with improvements in order to retain current tenants and attract new businesses. If the Class 8 incentive renewal is not granted, real estate taxes would increase substantially, making the units very difficult to lease. The building would also be very difficult to sell. This could result in another empty building on Duvan Drive.

When I originally purchased the building 10 years ago, it had been neglected for many years, and it was not suitable for occupancy. There were major code violations and safety issues that needed to be corrected before I could even receive a certificate of occupancy. These projects came at a substantial cost, and they would not have been possible to complete without the original Class 8 incentive.

These projects include: upgrading the fire system to meet village code, replacing overhead doors that were damaged and not safe to operate, replacing a large portion of the roof, completely removing the existing parking lot down to the base and repaving, and dramatically improving the interiors of each unit. Again, these major capital expenses, combined with the real estate taxes, would have made these improvements impossible to accomplish without the Class 8 incentive.

The building is approximately 48 years old and constant improvements are needed to upkeep the standards that today's businesses demand. Some of these items include the following:

- Entranceways – approx. cost of \$13,500
- Flooring – approx. cost of \$24,000
- Office Spaces – approx. cost of \$17,000
- Paving 6,200 SF – approx. cost of \$24,800
- Dumpster Area – approx. cost of \$12,000
- Landscaping – approx. cost of \$6,000
- Exterior Painting – approx. cost of \$5,000
- Window Replacement – approx. cost of \$5,000
- Brickwork – approx. cost of \$5,000

The total cost of these projects is approximately \$114,300. These improvements are only for the addresses of 7233-7241 Duvan Drive. Additional improvements are needed at the 7249 Duvan address, which will be incurred over and above that amount. The class 8 incentive will allow the projects to be completed without significantly increasing the rents. Two of the tenants are small, family-owned businesses. Any increase in rent could drive them to look for space in a lower-cost area. Finding new tenants to fill the vacancies would face the same obstacles.

There are currently three businesses operating at the addresses now – Service King Collision Auto Repair (7233), Any Season Heating & Cooling (7239), and RCS Carpet and Flooring (7241). Their hours of operation are typically from 7am-5pm, Monday-Friday. Service King also operates from 7am-12pm on Saturday. The three businesses currently employ 12 full-time and one part-time employee.

The building currently meets all the Village of Tinley Park codes. The total square footage of the building is 17,100 square feet. The total square footage of the portion of the building requesting the class 8 incentive is 14,620 square feet. After the purchase of the building, it was divided into four Parcel Identification Numbers. The PINs under consideration are 27-36-204-048-0000, 27-36-204-049-0000, 27-36-204-050-0000.

The economic impact of having the units occupied is that, as the owner of the building, I patronize Tinley Park businesses such as Menards, Artisan Plumbing,

Mike's Landscaping, Sullivan Plumbing, and Lawn Tech. Employees of the occupied units patronize nearby restaurants, gas stations, etc.

The benefits of maintaining and upgrading any property on Duvan Drive are far reaching. As this is an older industrial park, it demands constant attention. The structures are older and require costly maintenance and improvements. Keeping the buildings well-maintained and occupied deters crime. It also ensures the area does not become a dumping ground for abandoned vehicles and trash, which would be costly for the village to clean up and would require additional police resources to patrol. This has a ripple effect of ultimately increasing property values and bringing new businesses and employees to the area which will ultimately broaden the economic impact.

As a business owner on Duvan Drive for over 30 years, I have seen firsthand the effects that empty buildings have on the area. The occupants here want to be proud of having a Tinley Park address and show pride of the area when they bring customers to their place of business.

To keep these units occupied and cover necessary expenses and improvements, I am requesting a renewal of the Class 8 incentive. If the renewal is successful, I would like to start these projects in the Summer of 2024. Without the Village's assistance, maintaining and improving this building and keeping it occupied would not be possible.

Thank you for your consideration in this matter.

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-011, “**A RESOLUTION APPROVING A RENEWED COOK COUNTY ASSESSMENT CLASSIFICATION 8 FOR PROPERTY AT 7233, 7239, AND 7241 DUVAN DRIVE (JOHN KACZMARSKI)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 20, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20<sup>th</sup> day of February, 2024.

  
VILLAGE CLERK