

AGENDA

SPECIAL RULES MEETING OF THE
BOARD OF TRUSTEES PARK FOREST, ILLINOIS

Village Hall

7:00 p.m.

March 1, 2010

The purpose of the Special Rules is to adjourn into Executive Session for the purpose of discussing pending litigation.

Adjournment

Executive Session

AGENDA

RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

8:00 p.m.

March 1, 2010

Roll Call

1. Application for Cook County Class 8a Economic Incentive for Frank Klauck d/b/a Superior Cabinet and Window
2. An Ordinance Amending Chapter 22 of the Code of Ordinances of the Village of Park Forest (Crime Free Housing)
3. An Ordinance Amending the Code of Ordinances of the Village of Park Forest (Increasing the Fines for Violations of Handicapped Parking Provisions)
4. An Ordinance Amending Chapter 6 (“Alcoholic Beverages”) of the Code of Ordinances
5. An Ordinance Amending Chapter 14 of the Code of Ordinances (Cruelty to Animals)
6. An Ordinance Amending Chapter 102 of the Code of Ordinances Regarding the Impoundment of Vehicles for Driving on a Suspended License

Mayor’s Comments

Manager’s Comments

Trustee’s Comments

Attorney’s Comments

Audience to Visitors

Adjournment

Executive Session

Agenda Items are Available in the Lobby of Village Hall

MEMORANDUM

DATE: February 17, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Sandra Zoellner, Assistant Director of Economic Development & Planning

RE: Application for Cook County Class 8a Economic Incentive for Frank Klauck
d/b/a Superior Cabinet and Window

Applicant: Frank Klauck d/b/a Superior Cabinet and Window
27 North Street, Park Forest, IL 60466
Permanent Index Number: 31-25-208-004-000

BACKGROUND/DISCUSSION:

In 1985 Jerry Sheehan, now deceased, and Frank Klauck, built 27 North Street, a neighborhood strip shopping center with six storefronts. The building is 6,400 sq ft. The current real estate taxes on this property exceed the annual gross rental income. Including Mr. Klauck's Superior Cabinet and Window, there are four tenants in the building. In these uncertain times all the tenants are month to month and only one is current.

Frank Klauck d/b/a Superior Cabinet and Window requests consideration and support for a Cook County Class 8a and partial sales tax abatement. The Class 8a changes the assessment percentage from 25% to 10% for five years. Frank Klauck also requests an abatement of sales tax produced by Superior Cabinet and Window.

The Cook County Board adopted the Class 8a Ordinance April 15, 2009 as a mechanism for business retention. All the other Cook County incentives are for business attraction and expansion. A Class 8a is non-renewable and transferable only upon a review by the County. By definition businesses in Park Forest are eligible simply by being in Rich or Bloom Townships. The Class 8a requires the applicant to prove a loss of at least 40% of net operating income in the year of the application as compared to the average of the past three years. Mr. Klauck proved the NOI loss. This is the first request in Park Forest to support an applicant's request for Cook County Class 8a.

Unlike other Cook County Property tax incentives, the Cook County Class 8a also requires the municipality to abate a portion of the applicant's sales taxes. At their December 2, 2009 EDAG meeting, the EDAG, after interviewing Mr. Klauck and reviewing the financial facts, recommended your consideration of the Class 8a. At their January 6, 2010 EDAG meeting, the members of EDAG interviewed Mr. Klauck again, reviewed the facts of the application, discussed economic development policy and recommended that the Village Board support rebating 50% of the increment of the new sales taxes generated above the most recent past three year average for said five (5) year period during which the Cook County Class 8a incentive is in

effect. Based on income tax documents and supporting documents, the Village's portion of the annual sales tax average is approximately \$2,000.

A condition of the sales tax sharing agreement is that Mr. Klauck remain in compliance with all Village Ordinances. At this time, he has not been issued a business certificate. The business certificate been delayed pending his finalizing the Doing Business As certification with Cook County. Therefore, Staff would recommend that, if the Board approves this request, a certified Resolution should not be provided to Mr. Klauck until he has met the requirements of his business certificate.

SCHEDULE FOR CONSIDERATION: This item will be presented to the Board for consideration at the March 1, 2010 Rules meeting for discussion.

MEMORANDUM

DATE: February 17, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Sam Montella, Chair Economic Development Advisory Group

RE: Application for Cook County Class 8a Economic Incentive for Frank Klauck
d/b/a Superior Cabinet and Window

Applicant: Frank Klauck d/b/a Superior Cabinet and Window
27 North Street, Park Forest, IL 60466
Permanent Index Number: 31-25-208-004-000

The EDAG, over the course of two meetings, familiarized ourselves with the Cook County Class 8a tax assessment, interviewed Frank Klauck and reviewed the facts of the application for a Cook County Class 8a. The Class 8a is a new incentive aimed at business retention. Unlike other Cook County Property tax incentives, which are directed at attraction, expansion, and development and require only a resolution or ordinance of support, the Cook County Class 8a also requires the municipality to rebate a portion of the applicant's sales taxes.

After reviewing the Village's economic development incentives policy, it became clear that our policy guides attraction, expansion and development (new business, start-up, relocation and expansion) rather than retention. With that in mind, EDAG's recommendation relates only to Mr. Klauck's application and is not intended to set precedent. EDAG reviewed all the facts, in particular the financial facts of the application and found that Mr. Klauck's NOI fell 40% last year when compared to the previous three years. Our findings, however, do not guarantee that Cook County will award the incentive to Mr. Klauck.

EDAG further recommends that the sales tax sharing be concurrent and contingent to the County of Cook awarding the Class 8a tax assessment to Mr. Klauck d/b/a Superior Cabinet and Window. To be consistent with the criteria for the Class 8a, the EDAG recommends reviewing the last three years of sales tax data, taking an average and abating 50% of the new increment above and beyond the three-year sales tax average. EDAG directed staff to work with the Village's Attorney to draft a sales tax sharing agreement.

EDAG's reasons for supporting Mr. Klauck's request:

1. Mr. Klauck has owned the property and operated the business for 25 years.
2. EDAG noted that Mr. Klauck has been a good corporate citizen.
 - a. EDAG recalled Mr. Klauck's participation in past housing improvement programs for exterior improvements.
3. In this economy, receiving some sales tax and property tax is better than receiving none.
 - a. EDAG was concerned that Mr. Klauck might not be able to continue to pay the property taxes at their current level.

- b. EDAG desired to prevent loss of property value and feared Mr. Klauck would eventually lose the building at a tax sale.
 - c. EDAG expressed concern that if the building did become vacant that it would become blighted and affect the values of other commercial and industrial buildings in the business park.
4. EDAG believes retention is as important as development.
5. With a reduced property tax, Mr. Klauck's tenants may be able to renew their leases, weather the current economy, and Mr. Klauck may be able to secure another tenant for the vacant space.

EDAG respectfully requests your review of the resolutions and sales tax sharing agreement.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CLASS 8a TAX
ASSESSMENT CLASSIFICATION FOR A PARCEL
OF LAND LOCATED AT 27 NORTH STREET, IN
PARK FOREST, COOK AND WILL COUNTIES,
ILLINOIS, P.I.N. 31-25-208-004**

WHEREAS, the Village of Park Forest (the “Village”) desires to promote the retention and expansion of business and industry in the Village of Park Forest; and

WHEREAS, the Cook County Board of Commissioners has adopted the Cook County Real Property Classification Ordinance which created the Class 8a Tax Assessment Program to encourage retention of industrial and commercial development and redevelopment in Cook County; and

WHEREAS, the Village is a home rule municipality within the purview of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the owner of the property located at 27 North Street, identified as P.I.N. 31-25-208-004, in Park Forest, Illinois (the “Property”) has requested that the Mayor and Board of Trustees grant approval for a Cook County Class 8a Tax Assessment Classification; and

WHEREAS, the Property is located in Rich Township, one of the townships in the South Suburban Tax Reactivation Program as set forth in the Cook County Real Property Classification Ordinance; and

WHEREAS, such approval is required prior to the filing by the owner of the Property of an application with the County of Cook to be considered for such an assessment classification; and

WHEREAS, the owner of the Property submitted a request for consideration demonstrating that the Class 8a designation is necessary for the ongoing commercial enterprise to continue its operations and that without such designation the commercial enterprise would not be economically viable causing the Property to become vacant and unused; and

WHEREAS, it has been determined by the Mayor and Board of Trustees that the current assessment level of the Property has contributed to discouraging tenants from occupying the Property and causing the owner’s business operated at the Property to no longer be economically viable in light of economic conditions beyond the owner’s control; and

WHEREAS, it has also been determined by the Mayor and Board of Trustees that without a tax assessment reclassification, the Property may become vacant and tax delinquent thereby depriving the local school districts and other taxing bodies of much needed revenues to support basic services; and

WHEREAS, in order to promote retention of commercial enterprise, to prevent the Property from becoming vacant and to retain jobs within the Village, the Mayor and Board of Trustees have determined that it is in the best interests of the Village to approve the Class 8a incentive for the Property.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Necessity of Class 8a Incentive. The Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties Illinois find that the Class 8a incentive program allowed by an ordinance of Cook County, Illinois is necessary for the ongoing commercial enterprise located at the Property to continue its operations and that without such designation the commercial enterprise would not be economically viable causing the Property to become vacant and unused.

Section 3. Support for Class 8a Application. The Mayor and Board of Trustees support and consent to the filing of an application by the owner of the Property for a Class 8a incentive as provided by Cook County ordinance for the Property located at 27 North Street in Park Forest, Illinois 60466, P.I.N. 31-25-208-004. The Property is legally described as follows:

Lot 21 in Park Forest Industry Park, a subdivision of that part of the North ½ of the Northeast ¼ lying East of Orchard Drive in Section 25, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Section 4. Economic Incentive Agreement. The Mayor and Board of Trustees support and consent to an Economic Incentive Agreement between Frank Klauck, D/B/A Superior Cabinet and Window, for occupational retail sales tax sharing.

Section 5. **Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval as required by law.

PASSED this ____ day of _____ 2010.

APPROVED:

John A. Ostenburg, Mayor

ATTEST:

Sheila McGann, Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND FRANK KLAUCK D/B/A SUPERIOR CABINET AND WINDOW

WHEREAS, the Village of Park Forest (“Village”) has adopted a resolution to support a Cook County Class 8a Tax Assessment Classification property located at 27 North Street, identified as P.I.N. 31-25-208-004, in Park Forest, Illinois (the “Property”); and

WHEREAS, contained within that Resolution, the Village also stated its support and consent for an Economic Incentive Agreement to be entered into between the Village and Frank Klauck, D/B/A Superior Cabinet and Window, for occupational retail sales tax sharing.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Approval of Economic Incentive Agreement. The Economic Incentive Agreement between the Village of Park Forest and Frank Klauck, D/B/A Superior Cabinet and Window (“Agreement”), attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached.

Section 3. Execution of Agreement. The Mayor and the Village Clerk are directed and authorized to sign the Agreement in substantially the form attached and any and all other necessary documents to be executed in connection with the Agreement.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this _____ day of _____ 2010.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN FRANK KLAUCK D/B/A SUPERIOR CABINET AND WINDOW AND
THE VILLAGE OF PARK FOREST**

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") dated as of the _____ day of _____, 2010, by and between the Village of Park Forest, an Illinois home rule Municipal Corporation (hereinafter referred to as "Village"), and **FRANK KLAUCK D/B/A SUPERIOR CABINET AND WINDOW** (hereinafter collectively referred to as "Property Owner"). The Village and the Property Owner are sometimes collectively referred to as the "parties" and individually as a "party".

WHEREAS, the Village is a home rule municipality pursuant to Section 6(a) of Article VIII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.

WHEREAS, the Property Owner is the owner of the property commonly known as 27 North Street, Park Forest, Illinois 60466, and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Subject Property"), and has requested a sales tax sharing agreement with the Village for that portion of the Village's sales tax generated by the commercial enterprise, Superior Cabinet and Window ("Tenant"), located at the Subject Property and with such abatement of sales tax coinciding with the period of time for which the Property Owner would qualify for a County of Cook for a Class 8a incentive; and

WHEREAS, the Village is authorized pursuant to its home rule powers, and pursuant to 65 ILCS 5/8-11-20 (2008), to enter into an economic incentive agreement to retain an existing business and prevent loss of tax value, within the corporate limits of the Village, and share or rebate a portion of any retailer's occupation taxes received by the Village that are generated by the business over a finite period of time.

**ARTICLE 1
DEFINITIONS AND VILLAGE'S OBLIGATIONS**

1.1. Recitals Incorporated. The representations set forth in the foregoing recitals are a material part of this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I and constitute representations, warranties and agreements of the respective parties hereto.

1.2. Sales Tax Revenues. The parties agree that the revenues from the commercial enterprise located at the Subject Property set forth herein shall be the local distributive share of taxes imposed by the State of Illinois pursuant to all retailers' occupation tax acts, each as supplemented and amended, and as actually generated from the operation of a retail cabinet and window replacement store now located on the Subject Property ("Sales Taxes"). For purposes of this Agreement, Sales Taxes means (i) the total revenue from taxes which are paid to the Village from the Local Government Tax Fund, as created by an Act of the Illinois General Assembly, 35 ILCS 120/3, as amended, on sales by retailers and servicemen operating on the Subject Property; (ii) all revenues from any taxes which are paid to the Village from the Local Government Tax Fund on sales by retailers and servicemen operating on the

Property which are intended to replace the current payments to the Village from the Local Government Tax Fund, as enacted by law or ordinance of the Village and of any governmental authority during the Term of this Agreement.

1.3. Rebate of Sales Taxes. The Village shall rebate a portion of the sales taxes received by the Village, as generated from the operation of the retail cabinet and window replacement store located at the Subject Property, as an economic incentive for a period of five (5) years beginning on the date a Cook County Class 8a incentive is approved for the Subject Property. The Property Owner shall provide the Village with sufficient evidence that an approved Cook County Class 8a incentive has been granted for the Subject Property. The Village will rebate 50% of the increment of the new sales taxes generated above the most recent past three year average for said five (5) year period during which the Cook County Class 8a incentive is in effect. Upon the expiration of said time period, the Village shall retain all such sales taxes distributed to it by the State of Illinois and its obligations to the Property Owner shall cease.

1.4. Annual Payments. Sales Tax rebate payments shall be made annually to the Property Owner from the sales taxes for each calendar year. Payments will be made annually following the year that the County of Cook approves the Cook County Class 8a, within 45 days of receipt of verification of payment to the Village by the Illinois Department of Revenue. No interest shall accrue on any of the amounts to be paid by the Village to the Property Owner.

1.5. Payment Calculations. The calculation of each payment to the Property Owner shall be based upon the actual receipts of the Village for each calendar year after deduction of any administrative costs by the State of Illinois for collection as permitted by law.

1.6. Incentive Cap. The entire economic incentive to be paid to the Property Owner by the Village pursuant to this Agreement shall be limited to the years coinciding with the Class 8a and not more than five (5) years. In no event shall the total amount paid to the Property Owner by the Village, as sales tax rebates during the term of this Agreement exceed the amount of certified sales tax reported by the Property Owner.

1.67 No Direct Incentives. The Village shall not negotiate or provide any other economic incentive to any tenant located at the Subject Property or at 27 North Street, Park Forest, Illinois, as a whole.

ARTICLE 2 PROPERTY OWNER'S OBLIGATIONS

2.1. Commerical Operation. The Property Owner shall use its best efforts throughout the term of this Agreement to ensure that the Tenant's commercial business remains in operation at the Subject Property.

2.2. Property Owner to Remain in Good Standing. The Property Owner shall maintain itself in good corporate standing throughout the term of this Agreement. Likewise, the tenant, Superior Cabinet and Window shall maintain itself in good corporate standing throughout the term of this Agreement.

2.3. Retailer's Occupation Tax Returns. Throughout the term of this Agreement, the Property Owner shall cause its Tenant to deliver to the Village certified copies of each and every sales tax return, relating to sales at the Subject Property, that it or its, files with the Illinois Department of Revenue within five (5) business days of its transmittal to the Illinois Department of Revenue. To the extent that neither the Property Owner nor the Tenant provides the Village with such returns, proof of payment, and any necessary releases of information, the Village shall not be obligated under this Agreement to make payments to the Property Owner. The Property Owner or its Tenant shall provide all required authorizations to the Illinois Department of Revenue in order to cause the Illinois Department of Revenue to release all information contained on said returns, including, but not limited to, the amount of taxes paid. Said authorizations shall allow the release of said information to the Village. The Property Owner and Tenant shall authorize the Department of Revenue to release the past three years of returns to be provided to the Village.

2.4. Confidentiality. The Village shall keep all information provided to it pursuant to the terms of this Agreement confidential between it and the Property Owner and shall not divulge any of said information, without prior written approval of the Property Owner, but shall use such information only for the purposes of this Agreement, unless otherwise provided or required by law.

2.5. Compliance With Applicable Codes. The Property Owner and Tenant shall comply with all applicable zoning ordinances and regulations, building codes, fire codes and all other applicable Village ordinances, resolutions and regulations within ten (10) days after written notice. Non-compliance voids the agreement.

2.6. Compliance With Laws. The Property Owner and tenant shall comply with all applicable laws, rules and regulations of the State of Illinois, the United States of America and all agencies of each of them having jurisdiction over the Property Owner, including, but not limited to the Village. Non-compliance shall void and terminate this Agreement.

2.7. Legal Expenses. The Property Owner shall reimburse the Village for all legal expenses related to this Economic Incentive Agreement.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT

3.1. Termination. This Agreement shall terminate upon the termination of the Cook County Class 8a incentive for the Subject Property. This Agreement shall also terminate upon the Tenant's closure of the commercial business located at the Subject Property and/or termination of operations.

ARTICLE 4 RESTRICTIONS

4.1. Discrimination Prohibited. The Property Owner shall strictly adhere to a policy of equal opportunity for employment and will not discriminate against any employee or applicant for employment for the construction of the Project because of race, color, religion, sex or national origin. The Property Owner shall take affirmative action to ensure that applicants are employed and that

employees are treated during employment without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

ARTICLE 5
AUTHORIZATION AND ENFORCEABILITY

5.1. Village Authority. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village's corporate authority, including adoption of an appropriate resolution authorizing execution of this Agreement.

5.2. Property Owner Authority. The Property Owner has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings with respect to this Agreement. The Property Owner hereby represents and warrants: (1) it has full power to execute, deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary proceedings; (2) this Agreement constitutes the legal, valid and binding obligation of the Property Owner, enforceable in accordance with its terms; and (3) it has requested economic assistance from the Village in order to apply for a Cook County Class 8a incentive.

5.3. Property Owner Existence. The Property Owner shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois Property Trust, so long as Property Owner maintains an interest in the Subject Property or has any other remaining obligation pursuant to the terms of this Agreement.

5.4. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the parties as creating the relationship of principal and agent, or of any partnership or joint venture.

5.5. Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Village or Property Owner, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village or Property Owner shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

5.6. Non-Conflict or Breach. Neither the execution and delivery of this Agreement by Property Owner, the consummation of the transactions contemplated hereby by Property Owner, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Property Owner conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Property Owner (with Property Owner's prior written approval), any organizational documents, any restriction, agreement or instrument to which Property Owner or any of its partners or ventures is now a party or by which Property Owner or any of its partners or its ventures is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets

or rights of Property Owner, any related party or any of its ventures under the terms of any instrument or agreement to which Property Owner, any related party or any of its partners or ventures is now a party or by which Property Owner, any related party or any of its ventures is bound.

ARTICLE 6 DEFAULTS

6.1. Timely Performance. Failure or delay by any party to timely perform any representation, warranty, covenant, agreement, term or condition of this Agreement after written notice thereof shall constitute an “event of default” under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The party claiming such event of default shall give written notice of the claimed event of default to the other party, specifying the event of default. Unless an event of default is cured in full within ten (10) days after service of notice by the party, that party shall be relieved of any and all of its obligations arising pursuant to this Agreement, and such obligations shall be immediately canceled and without any force or effect.

6.2. Cure of Defaults. If such event of default is cured within such ten (10) day period, the event of default shall not be deemed to constitute a default under this Agreement. If the event of default is one which cannot reasonably be cured within a ten (10) day period, upon request and with appropriate showings, the cure period shall be extended for such time as it reasonably necessary for the curing of the same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the default shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default.

6.3. Enforcement of Default. In the event of a default, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation, covenant or agreement. Upon an occurrence of an event of default, the defaulting party shall reimburse the non-defaulting party for all costs incurred in seeking to enforce such obligation, covenant or agreement, including but not limited to costs incurred by use of its employees and attorneys.

ARTICLE 7 RELEASE AND INDEMNIFICATION

7.1. Release and Indemnification. The indemnifications and covenants contained in this Article shall survive termination or expiration of this Agreement.

7.2. Hold Harmless. The Property Owner and the Tenant shall hold harmless, indemnify and defend the Village and its governing body members, officers, agents, employees and independent

contractors from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages costs, expenses and reasonable attorney's fees brought by third parties arising from any and all conduct of the Property Owner and the Tenant, their independent contractors, tenants, officers, agents, employees, attorneys, representatives or any other person in connection with the rehabilitation and operation of its business at the Subject Property.

7.3. Liability of Village. The Village and its governing body members, officers, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Property Owner or its officers, agents, employees, independent contractors or any other persons who may be about the Subject Property.

7.4. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the Village shall be personally liable to the Property Owner in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.5. Covenant Not to Sue. The Property Owner and Tenant covenant and agree that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid hereunder, subject to the terms and conditions contained herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, attorneys, representatives or employees in excess of such amounts, all and any such rights or claims against the Village, its officers, agents, attorneys, representatives or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

ARTICLE 8 MUTUAL ASSISTANCE

8.1. Mutual Assistance. The Village and the Property Owner agree to take such action, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), supplemental hereto as may reasonably be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to the extent legally permitted.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement intended to relieve or discharge the obligation or liability of any third person to either the Village or Property Owner, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Property Owner. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

9.2. Special and Limited Obligations. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged. The Village pledges to the payment of its obligations hereunder solely and only from the Sales Tax revenues set forth herein, if, as and when received and not otherwise.

9.3. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Property Owner nor the Village shall be deemed in default with respect to any performance obligations under this Agreement or their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which, if claimed in writing, delivered within thirty (30) days of the event giving rise to constitute an “unavoidable delay”): any strike, lock-out or other labor dispute, civil disorder, inability to procure materials, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, acts of nature or third parties, or any other cause beyond the reasonable control of the Property Owner or the Village or for any other reasons not within the Property Owner’s or the Village’s control.

9.4. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

9.5. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

9.6. Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third day from and including date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (unless another address is provided in writing)

To the Property Owner:

Frank Klauck
27 North Street
Park Forest, IL 60466

With a copy to:

Schmidt, Salzman & Moran, Ltd.
Attorneys at Law
111 West Washington Street, Suite 1300
Chicago, IL 60602-3466
Attn.: Richard A. Ginsburg, Attorney

To the Village:

Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, IL 60406
Attn.: Tom Mick

With a copy to:

Paul L. Stephanides
Robbins, Schwartz, Nicholas, Lifton and Taylor, Ltd.
24 West Cass Street, 5th Floor
Joliet, IL 60432

9.7. Successor in Interest. The Agreement shall be binding upon and to the benefit of the parties hereto and their respective authorized successors and assigns; provided, however, that Property Owner may not assign its right under this Agreement without the express written approval of the Village which shall not be unreasonably withheld.

9.8. Caption, Section and Article Headings. The caption, section and article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.9. Illinois Law. This Agreement shall be construed and interpreted under the internal laws of the State of Illinois. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

9.10. Effective Date. This Agreement shall be signed last by the Mayor and the Village Clerk. The Village Clerk shall insert the date upon which this Agreement was so signed and such date shall be the effective date of this Agreement.

9.11. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village's Code of Ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling to the extent lawfully permitted.

9.12. Conflict of Interest. No member of the Board of Trustees, or any branch of the Village's government who has any power of review or approval of any of the Property Owner's undertakings shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested.

9.13. Assignment. This Agreement may not be assigned, except as set forth in Section 9.7 above

9.14. Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth, and supersedes all prior agreements among the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party. All negotiations between the Parties regarding the matters set forth herein are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement. Each party acknowledges that no representation or warranties have been made which have not been set forth herein.

9.15. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one (1) Agreement. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Village and the Property Owner have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as to the date first above written.

VILLAGE OF PARK FOREST

By: John A. Ostenburg
Its: Mayor

ATTEST:

By: Sheila McGann
Its: Village Clerk

FRANK KLAUCK D/B/A SUPERIOR CABINET AND WINDOW

By:
Its:

ATTEST:

By:
Its:

EXHIBIT A

LEGAL DESCRIPTION

Lot 21 in Park Forest Industry Park, a subdivision of that part of the North ½ of the Northeast 1/4 lying East of Orchard Drive in Section 25, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

AGENDA BRIEFING

Memorandum

DATE: February 11, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas Fleming,
Chief of Police

RE: AN ORDINANCE AMENDING CHAPTER 22 OF THE VILLAGE OF
PARK FOREST CODE OF ORDINANCES

BACKGROUND/DISCUSSION: The Crime Free Housing Ordinance addendum is signed by the tenants making them aware of the prohibitions on committing crimes while a resident of rental property. The addendum prohibits the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances from committing and quasi-criminal or criminal activity as defined by local, state or federal law. Recent Federal law allows enforcement of the Crime Free Housing prohibitions against criminal activity to include areas away from the residence, not merely "on or near" as stated in the U.S. Supreme Court case **Oakland vs. Rucker** (2002) (attached). In addition to the above, the language defining rental property shall be amended to include "non-owner occupied property" as rental property. There have been several cases where owners state they own a property but let their children/relatives live there for free, so they are not "renting" it.

In the attached Ordinance, the language in the Crime Free Housing Ordinance shall be changed in sub-section (k), numbers 1, 2 and 3 of Division 14, Article II of Chapter 22 of the Village Code of Ordinances of the Village of Park Forest to add "either on or off said residential property".

The language in Section 22-473 (a) Crime Free Housing shall be changed to add "or otherwise allow such property to be non-owner occupied".

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the March 1, 2010 Rules Meeting for Board discussion.

Ordinance No. _____

**AN ORDINANCE AMENDING CHAPTER 22
OF THE VILLAGE OF PARK FOREST CODE OF ORDINANCES**

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, an Illinois Municipal Corporation, a home rule unit of local government in the exercise of its home rule powers, Section 22-473 of Division 14, Article II of Chapter 22 of the Code of Ordinances of the Village of Park Forest be amended as follows:

Section I. The Village of Park Forest Code of Ordinances is hereby amended as follows:

Sec. 122-473. Crime Free Housing.

(a) *License Requirement.*

No person, corporation, partnership or other business entity, condominium, townhouse, cooperative membership association or homeowners' association shall engage in the business of renting any dwelling unit to the public, the operation a rental dwelling unit, rooming house or rooming unit, **or otherwise allow any such property to be non-owner occupied,** unless a valid Residential Rental License has been issued by the village for the specific location. A dwelling unit may not be rented and no new lease may be entered into and no lease may be renewed until a license is secured pursuant to this section, or while a license is suspended or revoked. ~~**Furthermore, any residential real property that is not owner occupied shall be subject to this section.**~~

(k) *Crime-free lease agreement addendum.*

Every cooperative housing agreement, lease, renewal of lease or other such agreement for the rent or lease of any residential property shall include the following language:

"In addition to all other terms of the lease, landlord and tenant agree as follows:

The tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances:

1. Shall not engage in any quasi-criminal or criminal activity as defined by local, state or federal law, **either on or off said residential real property;**
2. Shall not engage in any act intended to facilitate any quasi-criminal or criminal activity and/or obstruct or resist law enforcement against criminal activity, **either on or off said residential real property;**

3. Shall not permit and/or allow the dwelling unit, common areas or appurtenances to be used for or facilitate any quasi-criminal or criminal activity as defined by local, state or federal law, **either on or off said residential real property.**

Should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances violate any provisions stated herein, **either on or off said residential real property,** such a violation shall constitute material noncompliance with this lease and shall further constitute grounds for termination of tenancy and eviction. “

Section II. EFFECTIVE DATE AND TRANSITION CLAUSE. This amendment shall be in full force and effect from and after its passage and publication as provided by law.

PASSED thus _____ day of _____, 2010.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

Memorandum

**TO: Mayor John A. Ostenburg
Board of Trustees**

**FROM: Thomas W. Fleming,
Chief of Police**

DATE: February 24, 2010

**SUBJECT: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
VILLAGE OF PARK FOREST (INCREASING THE FINES FOR
VIOLATIONS OF HANDICAPPED PARKING PROVISIONS)**

BACKGROUND/DISCUSSION:

The State of Illinois has amended the Illinois Vehicle Code, 625 ILCS 5/1 increasing the minimum fine for a handicap parking violation to \$250.00. This is a housekeeping item which will allow our local ordinance to stay consistent with the Vehicle Code. The law changed several years ago and it was learned that Park Forest had not officially effected this change while we were conducting a review of the current ordinances as set out in the Police Department 2009/2010 goals.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting of March 1, 2010 for discussion.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF
PARK FOREST (INCREASING THE FINES FOR VIOLATIONS
OF HANDICAPPED PARKING PROVISIONS)**

WHEREAS, the State of Illinois has amended the Illinois Vehicle Code, 625 ILCS 5/1 *et seq.* (the “Code”); and

WHEREAS, the amended Code requires that the Village of Park Forest increase its fines for violations of handicapped parking provisions in the Village of Park Forest;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois:

SECTION I. Village Code Amended. Section 2-528 of the Park Forest Village Code, titled “Schedule of fines/penalties,” is hereby amended by deleting the stricken language and adding the underlined language as follows:

Sec. 2-528. Schedule of fines/penalties.

The fines and penalties which shall be imposed shall be as follows:

(1) For violation of sections under chapter, 66, 86 or 102 of this Code, any compliance violation or violation of any village ordinance regulating, restricting or prohibiting the standing or parking of motor vehicles along the streets, byways, alleyways, regulated parking lots or such other locations as may be controlled by off-street parking agreements, located within the geographical boundaries of this village, other than for handicapped parking, the fine shall be:

a. From the date the citation is issued up to and including the first hearing date \$25.00.

b. Upon failure to pay the fine amount by the date of the first hearing date up to the second hearing date, \$50.00.

c. Upon failure to pay the fine amount by the date of the second hearing date up to the third hearing date, \$100.00.

d. Upon failure to pay the fine amount by the date of the third hearing date, \$250.00.

(2) For violation of any village ordinance regulating, restricting or prohibiting the standing or parking of motor vehicles along the streets, byways, alleyways, regulated parking lots or such other locations as may be controlled by off-street parking agreements, located within the geographical boundaries of this village for areas specifically designated for handicapped parking, the fine shall be:

- a. From the date the citation is issued up to and including the first hearing date, **\$250.00.**
- b. Upon failure to pay the fine amount by the date of the first hearing date up to the second hearing date, ~~\$100.00~~ **\$250.00.**
- c. Upon failure to pay the fine amount by the date of the second hearing date up to the third hearing date, ~~\$100.00~~ **\$250.00.**
- d. Upon failure to pay the fine amount by the date of the third hearing date, ~~\$250.00~~ \$400.00.

SECTION II: Village Code Amended. Section 102-2 of the Park Forest Village Code, titled “State traffic laws adopted,” is hereby amended by deleting the stricken language and adding the underlined language as follows:

(k) Any person found guilty of violating 625 ILCS 5/11-1301.3 (unauthorized use of parking places reserved for handicapped persons) or any of its subsections shall be fined ~~\$100.00~~ **\$250.00** in addition to any costs or charges connected with the removal or storage of any vehicle authorized under this section.

SECTION III: Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV: Effective Date. This ordinance shall be in full force and effect immediately after its passage and publication as required by law.

ADOPTED this _____ day of _____, 2010.

APPROVED:

ATTEST:

Mayor

Village Clerk

**VILLAGE OF PARK FOREST
MEMORANDUM**

**TO: John A. Ostenburg, Mayor
Village Board of Trustees**

**FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning**

DATE: February 24, 2010

**RE: AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC
BEVERAGES”) OF THE CODE OF ORDINANCES, VILLAGE OF PARK
FOREST, COOK AND WILL COUNTIES, ILLINOIS**

BACKGROUND/DISCUSSION:

The Park Forest Walgreens store has requested a Class B-2 liquor license to allow for the sale of wine and beer at their store located at 15 S. Orchard Drive. The Village Staff has thoroughly reviewed this application and Walgreens’ policy and training regarding the sale of alcohol. The Liquor Commissioner conducted an interview with the manager of the Park Forest Walgreens store on February 17.

Liquor licenses in Park Forest are controlled by Chapter 6 of the Village Code of Ordinances. Currently, the following five (5) establishments/addresses currently hold a liquor license in the community:

- CVS 1 Main Street
- 7-Eleven 425 Sauk Trail
- Tattlers 90 S. Orchard Drive
- Stop & Shop 2599 S. Western Avenue
- Park Forest Tennis & Health Club Westwood & Sauk Trail

Village practice has been to maintain only the number of available liquor licenses that are needed to serve the existing businesses that have been approved for liquor licenses. Therefore, in order to allow the Park Forest Walgreens store to sell wine and beer it is necessary to increase the number of liquor licenses available. As such, the attached Ordinance would amend Village Code to allow for a maximum of six (6) liquor licenses in Park Forest.

SCHEDULE FOR CONSIDERATION:

This item will be on the agenda for discussion at the Rules meeting of March 1, 2010.

ORDINANCE _____

**AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC BEVERAGES”),
ARTICLE II (“LICENSES), SECTION 6-49 (“NUMBER LIMITED”)
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, the Code of Ordinances of the Village of Park Forest (“Village Code”) provides that “the number of licenses in effect at any one time for the sale of liquor shall not exceed five for the total of classes A-1, A-2, B-1 and B-2”; and

WHEREAS, there are currently five (5) liquor licenses in the Village of Park Forest; and

WHEREAS, an additional liquor license has been requested by an applicant conducting business at 15 S. Orchard Drive; and

WHEREAS, the submitted application has been reviewed by the Liquor Commissioner and by Village Staff, and the application has been found to be in good standing; and

WHEREAS, the Village seeks to amend the number of A-1, A-2, B-1 and B-2 liquor licenses in the Village to six (6) to allow for the requested additional liquor license as set forth above.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, that:

Section 1. Code of Ordinances Amended. Chapter 6 (“Alcoholic Beverages”), Article II (“Licenses”), Section 6-49 (“Number Limited”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

ARTICLE II. LICENSES

Section 6-49. Number Limited.

(a) Except as otherwise provided in section 6-55, the number of licenses in effect at any one time for the sale of liquor shall not exceed ~~five~~ six for the total of classes A-1, A-2, B-1 and B-2.

(b) However, if any license is revoked or any licensee fails to operate a business providing for the sale of liquor at the address for which a license is issued for a period in excess of ten days, except in a natural disaster or if a permit for alteration has been applied for, the license may not be reissued and the total number of licenses authorized in this section shall be accordingly reduced in number.

(c) If, however, a licensee sells his business and the buyer applies for a new license at the same address within ten days of the sale, the number of licenses shall not be reduced if the license applied for is granted by the local liquor commissioner.

Section 2. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed this _____ day of _____, 2010.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK



**PARK FOREST
POLICE**

Proud to Serve

200 Lakewood Blvd. • Park Forest, IL 60466
708-748-4700 • 708-748-7044 Fax

Thomas W. Fleming, Chief of Police

Mayor John Ostenburg
Village of Park Forest

February 16, 2010

Dear Sir,

I am pleased to report that the Police Department has completed an evaluation of Walgreens / Bond Drug Co. of Illinois application for a retail Class B2 "off premise" beer and wine license .

We have been in contact with corporate representative Ms. Toni Franklin. Ms Franklin sent us the Walgreens Sale of Alcoholic Beverage Policy and their employee training program in reference to selling alcohol products responsibly. Walgreens utilizes an online employee training program and participates in Illinois Liquor Commission retail trainings as well. The Corporate policy is comprehensive, covering directives to the employee and manager as well.

On February 8th , Deputy Chief Mike McNamara and myself met with store manager, Erika Allen. We inspected the store and learned that the products will be kept in the refrigerated section along the east wall. The placement of this will assist in control and deter shoplifting. Store Manager Allen is an experienced manager who has managed other area Walgreen stores with liquor licenses. Walgreens has currently upgraded their store security camera system which will assist us in future police investigations.

Illinois Department of Revenue reports the store, Walgreens #4532, 15 S Orchard Dr. Park Forest currently has an up to date Illinois business licenses # 0586-2061, expires 8/31/2010.

I feel that the Walgreens employee training policy reflects both a professional and competent management that will work with the Village of Park Forest to serve the Community. The Police Department will sign off on the Walgreens application.

Chief Thomas W. Fleming

QUESTIONS FOR LIQUOR LICENSE APPLICANT

(Notary Public, Village Clerk or Court Reporter Swears Witness to Tell the Truth)

1. Please state your full name and address.
2. What is your date of birth?
3. What is your social security number?
4. Are you applying for a liquor license from the Village of Park Forest?
5. For what business?
6. At what location?
7. What is the type of business that will operate at that address?
8. Who will be the managers?
9. What is their prior experience in selling liquor to the public?
10. Have any of the managers or employees had any prior training regarding the sale of liquor to the public? Please describe the training.
11. Have any of the managers or employees undergone training through the Illinois Liquor Control Commission's BASSET program?
12. What plans do you have regarding future training for the managers of employees regarding the sale of liquor to the public?
13. Has anyone connected with the business had any charges filed against them in connection with a liquor license? (If yes, ask follow up questions)
14. What is the legal structure of the business, (i.e., corporation, partnership)?

15. Is this business (i.e., the corporation, partnership) the entity that is applying for the license? (Attorney may need to ask clarifying questions)
16. What will be the hours of operation?
17. Do you understand the need to request valid ID's from anyone who appears to be under 30 years of age?
18. Do you understand that selling to underage youths will almost certainly result in suspension or revocation of the liquor license?
19. Do you understand that selling to underage youth is absolutely unacceptable to me as the Liquor Commissioner for the Village?
20. What special training have you and your staff had regarding sale of liquor to minors?
21. Do you understand that your staff must be given strict instructions to not sell alcoholic liquors to persons who appear to be intoxicated?
22. Have you applied for your state license for the proposed location?
23. What is the status of that application?
24. Hand applicant a copy of the liquor ordinance - Explain that she/he must follow the ordinance. Do you understand this and do you agree to follow the ordinance?
25. Have you submitted to the Village a statement under oath that you will not violate any applicable ordinance of the village, state laws of the United States in the conduct of the business for which the license is sought?
26. Do you understand that a liquor license is a privilege, not a right, and will be revoked if that privilege is abused or if there is any violation of Village or state law?

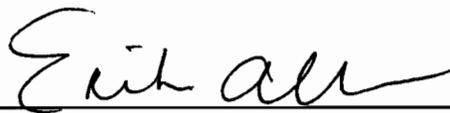
STATE OF ILLINOIS)
)
COUNTY OF COOK)

AFFIDAVIT OF ERIKA ALLEN

I, Erika Allen, having first been duly sworn upon oath, do hereby depose and state as follows:

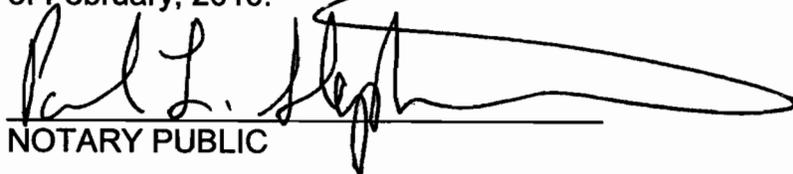
1. I am employed by Bond Drug Company of Illinois, doing business as Walgreens ("Walgreens"). I will be the manager of the Walgreens store proposed to be located at 15 South Orchard Drive, Park Forest, Illinois 60466.
2. Walgreens has applied for a Village of Park Forest Class B-2 liquor license.
3. As the manager of the proposed Walgreens, I am authorized to execute this affidavit on behalf of Walgreens in support of the liquor license application filed with the Village of Park Forest.
4. Walgreens shall not violate any applicable ordinance of the Village of Park Forest, laws of the State of Illinois or laws of the United States in the conduct of the business for which the liquor license is sought during any time period for which the applicable liquor license may be in effect.
5. This Affidavit is provided pursuant to Section 6-44(b)(5) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois.

FURTHER AFFIANT SAYETH NOT



Erika Allen

SUBSCRIBED and SWORN TO
before me this 17 day
of February, 2010.



NOTARY PUBLIC

OFFICIAL SEAL
PAUL L. STEPHANIDES
Notary Public, State of Illinois
My Commission Expires 08/09/11

OFFICIAL SEAL
PAUL L. STEPHANIDES
Notary Public, State of Illinois
My Commission Expires 08/09/11

AGENDA BRIEFING

Memorandum

DATE: February 24, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas Fleming Chief of Police

RE: AN ORDINANCE AMENDING CHAPTER 14 OF THE VILLAGE OF
PARK FOREST CODE OF ORDINANCES RELATED TO CRUELTY OF
ANIMALS

BACKGROUND/DISCUSSION:

The animal cruelty ordinance does not specifically address the growing problem of dog fighting or the raising of fighting animals, such as dogs and poultry. The changes in the attached ordinance are designed to define and clarify that breeding, storing, training, etc. any animals to fight is a violation. The attached Ordinance also states that an animal that has been seized by the animal control officer must have proof of a current rabies vaccination and lists the fees associated with the taking of the animal to a registered veterinarian for storage or treatment. Should there be a continuing problem with an animal running at large, the ordinance states the animal shall be neutered or micro-chipped. The final ordinance change addresses the threat of an animal being used to threaten or attack another person when in the control of its handler.

The attached Ordinance has been drafted in concert between Village Staff, the Village Prosecutor and the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting of March 1, 2010 for discussion.

ORDINANCE No. _____

AN ORDINANCE AMENDING CHAPTER 14 OF THE VILLAGE OF
PARK FOREST CODE OF ORDINANCES RELATED TO CRUELTY OF ANIMALS

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, an Illinois Municipal Corporation, a home rule unit of local government in the exercise of its home rule powers, that the Code of Ordinances of the Village of Park Forest be amended as follows:

Section I.

Chapter 14 of the Village of Park Forest Code of Ordinances is hereby amended as follows:

Sec. 14-6 Cruelty.

No person shall cruelly treat any animal in the village in any way. Any person who inhumanely **shelters, secures, trains, exercises, breeds,** beats, underfeeds, overloads or abandons any animal shall be deemed guilty of a violation of this Code.

Sec. 14-10 Animal or fowl fighting prohibited.

No person shall promote, stage, hold, manage, conduct or carry on or be a spectator at any animal or fowl fight or any other type of contest or game of a similar nature, nor any simulated version of same that involves baiting or inciting an animal or fowl, **nor possess, keep, house, train, or sell any animal or fowl for any of the purposes set forth herein.**

Sec. 14-13 Animal Recklessness.

No person shall endanger the bodily safety of an individual by any means while having an animal in his possession or perform any act that endangers the bodily safety of another, whether it is otherwise lawful or unlawful.

Sec. 14-113. Fees.

(a) A fee of \$25.00 shall be charged and collected for any dog or cat impounded under this chapter. In addition, for each day or part thereof that such animal is sheltered, a reasonable and customarily accepted board fee shall be charged.

1. **Any dog or cat, for which proof of current rabies vaccination is provided, \$70.00;**
2. **Any dog or cat, for which no proof of current rabies vaccination is provided, \$100, and said dog or cat shall be so vaccinated prior to its redemption or release.”**

(b) Offenses shall be accumulated over the period of the last 12 consecutive preceding months in determining the number of offenses for the purposes of this division.

Sec. 14-114. Redemption.

(a) Any person desiring to redeem any dog or cat impounded under this division shall be entitled to do so by paying all fees which have accrued due to the impounding of such dog or cat as of the date of redemption and, if such dog or cat has not been licensed, obtaining a dog or cat license for such dog or cat pursuant to the applicable sections of this article.

(b) Any dog or cat not redeemed by his owner within three days after impoundment may be redeemed by any person paying the required fees or released to an animal welfare agency or destroyed in a humane manner.

1. **A second or subsequent impoundment of any dog or cat shall subject the person seeking to redeem said dog or cat to the following, in addition to the fee and licensing requirements as set forth above. Said dog or cat shall be spayed and neutered, unless the person seeking to redeem the dog or cat provides proof thereof;**
2. **Said dog or cat shall be registered and micro-chipped.”**

(c) If the health officer determines in consultation with a duly licensed veterinarian that there is or exists an immediate danger of rabies, any dog or cat so endangered or affected may be destroyed after a period of 24 hours of impoundment.

Section II.

EFFECTIVE DATE AND TRANSITION CLAUSE. This amendment shall be in full force and effect from and after its passage and publication as provided by law.

PASSED thus _____ day of _____, 2010.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA BRIEFING

Memorandum

DATE: February 24, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas Fleming Chief of Police

RE: AN ORDINANCE AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, REGARDING THE IMPOUNDMENT OF VEHICLES FOR DRIVING ON A SUSPENDED LICENSE

BACKGROUND/DISCUSSION:

The Police Department is asking the Village Board to review a proposed update to the current Village ordinances concerning the impoundment of vehicles. Historically, the Village Police Department implemented a practice of seizing vehicles when used in a criminal act involving weapons, drugs, excessive sound amplifications device and operating a motor vehicle while divers license revoked or suspended. The owner of the vehicle may pay a \$500.00 bond to have his or her vehicle released after which an Administrative Hearing takes place under section 102-14 of the Village Code.

Originally, when the ordinance was amended five years ago, all vehicle seizure amounts were \$500.00, with the exception of operating a motor vehicle while one's drivers license is suspended. At the time, the Illinois Secretary of State would suspend Illinois resident's driver's licenses for non compliance with the Emission Control Act. At the time, the Police Department felt, an emission control suspension was not a criminal act and should be in a separate fine status then a revoked driver. Two years ago, the Illinois Secretary of State's Office stopped suspending driver's licenses for emission control issues. Presently, someone in that position will not be allowed to renew vehicle license plates. However, the Secretary of State does issue suspensions for drivers who violate criminal traffic offenses. That being the case, all seizure amounts should be consistent. These proposed changes have been reviewed and approved by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting of March 1, 2010 for discussion.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, REGARDING THE IMPOUNDMENT OF VEHICLES FOR DRIVING ON A SUSPENDED LICENSE

BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village's home rule powers, as follows:

Section 1. Village Code Amended. Chapter 102 ("Traffic and Vehicles"), Article I ("In General"), Section 102-14 ("Impoundment of Vehicles") of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois is amended by adding the underlined language and deleting the overstricken language to read as follows:

Sec. 102-14. Impoundment of vehicles.

(a) The owner of a vehicle used in connection with section 66-71, attempt to solicit drugs; section 66-168, unlawful use of weapons; section 102-15, unlawful drugs in motor vehicle; section 102-16, driving while intoxicated; section 102-17, driving without a ~~drivers~~ driver's license; section 102-18, sound device restrictions; section 102-19, unlawful firearms in a motor vehicle; and section 102-20, attempt to solicit drugs, and any other section of this Code so designated in its content shall be subject to seizure and impoundment and the owner of record shall be assessed an administrative penalty in the amount not to exceed \$750.00, plus towing and storage fees, any other fees deemed applicable and shall have the right to request a hearing in person and in writing at the village police department within ten days, excluding Saturdays, Sundays and legal holidays, after the vehicle is seized and impounded. The penalty for driving on a suspended license pursuant to section 102-17 shall be ~~\$250.00~~ \$500.00, plus towing and storage fees, and other fees deemed applicable. An administrative hearing officer, appointed by the board of trustees of the village, shall review the information relating to the impoundment and determine whether a reasonable belief exists that the vehicle was used in the manner in which the officer reported, unless the vehicle was seized and impounded due to unlawful drugs in the motor vehicle and the police department determines that it must retain custody of the vehicle under applicable state or federal forfeiture law or if the vehicle is being held pending an investigation. After determining that reasonable cause exists to hold the vehicle, the administrative hearing officer shall order the continued impoundment of the vehicle unless the owner of the vehicle pays to the village the amount of the administrative penalty, plus fees for towing and storing the vehicle, and any other fees deemed applicable. If the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations, the owner of the vehicle must also pay the amounts due for all such outstanding violations prior to the release of the vehicle. If the administrative hearing officer determines that

there is not such reasonable cause, the vehicle shall be returned without penalty or other fees.

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Section 2. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. Effective Date. This Ordinance shall be take effect from and after its passage and approval and publication as required by law.

PASSED this ____ day of _____ 2010.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Village Clerk