(Published by the Authority of the City Council of the City of Chicago)

COPY

JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS

Regular Meeting—Wednesday, December 26, 1984

at 11:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present – Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone.

Absent – Aldermen Vrdolyak, Orr.

Call to Order.

On Wednesday, December 26, 1984 at 12:50 P.M. (the hour appointed for the meeting was 11:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone – 48.

Quorum present.

On motion of Alderman Bloom, it was ordered noted in the Journal that Alderman Orr was absent due to illness.

Invocation.

Alderman George J. Hagopian, 30th Ward, opened the meeting with prayer.

TRIBUTE TO LATE ROSE ANNUNZIO.

Honorable Harold Washington, Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, The Lord in his infinite wisdom has called to her eternal rest, Rose Annunzio; and

WHEREAS, Rose Annunzio was born in Italy, August 6, 1898, and was the devoted wife of the late Ralph, and the loving mother of Joseph and Congressman Frank of the 11th Congressional District; and

WHEREAS, Rose Annunzio was the fond grandmother of seven, great- grandmother of eighteen and great-great-grandmother of two; and

WHEREAS, She was loved and respected by her family and friends for her many efforts on behalf of Villa Scalabrini and other charities; and

WHEREAS, Rose Annunzio leaves a distinguished legacy of love and caring for her family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting this 26th day of December, 1984, do hereby mourn her passing and take note of her worthy contributions and acknowledge the passing of a woman of strength and valor; and

Be It Further Resolved, A suitable copy of the resolution be prepared and presented to her family.

Alderman Laurino moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Laurino, seconded by Aldermen Stone, Pucinski and Marzullo, the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY 811 WEST EVERGREEN PARTNERSHIP.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 26, 1984.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of $2,500,000 for the financing of a project by 811 West Evergreen Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

City Council Informed As To Publication Of Journal.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on December 21, 1984, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 26, 1984, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 21, 1984, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

Miscellaneous Communications, Reports, Etc., Requiring Council Action (Transmitted To City Council By City Clerk).

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning,* as follows:

Robert J. Adams -- to classify as a Communications Planned Development by supplementing all the R3 General Residence District symbols and indications shown on Map No. 11-H in area of

4516 N. Seeley Avenue;

Arthur J. Lott -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by

alley next south of and parallel to W. 31st Street; alley next east of and parallel to S. Wallace Street; a line 216.0 feet south of and parallel to W. 31st Street; and S. Wallace Street.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

EXECUTION OF LOAN AND SECURITY AGREEMENT AUTHORIZED FOR PALMKO, INCORPORATED PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a loan and security agreement in the amount of $50,000 with Palmko, Incorporated for a construction project located at 1289 North Milwaukee Avenue.

On motion of Alderman Burke, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 46.

Nays -- None.

Alderman Krystyniak moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The United States Department of Housing and Urban Development has made available to the City of Chicago, through the federal Community Development Block Grant Program, a grant in the amount of $1,500,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Palmko, Inc., an Illinois corporation has made application to the Department of Economic Development to borrow $50,000 for purposes of opening a chain of women's retail shoe stores which will result, among other things, in the creation of an estimated 30 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Palmko, Inc.; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Palmko, Inc., pursuant to which the City will loan $50,000 to Palmko, Inc., to assist Palmko, Inc., to expand its retail shoe store operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

SECTION 3. This ordinance shall be effective by and from the date of its passage.

Loan and Security Agreement attached to this Ordinance as
Exhibit A reads as follows:

EXHIBIT A.

This Agreement is entered into and executed this _____ of ____________________, 19_____, by and between the City of Chicago, Illinois, a Municipal corporation, by and through its Department of Economic Development ("Lender"), having its offices at 20 N. Clark Street, Chicago, Illinois, and Palmko, Inc. an Illinois corporation with principal offices at 1289 North Milwaukee, Chicago, Illinois ("Borrower").

Recitals

Whereas, Borrower has several retail shoe stores in the City; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of $50,000 ("Loan") for start up purposes; and

Whereas, Borrower has agreed to provide adequate security to Lender.

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. The Recitals above are incorporated herein and made a part of this Agreement.

Section 2. Consideration.

Lender hereby agrees, in consideration of Borrower executing this Agreement and agreeing to be bound by its terms to make the Loan to Borrower.

In consideration of Lender making the above-mentioned Loan Borrower agrees for itself, its successors and assigns, to be bound by the terms of this Agreement.

Section 3. Loan.

Lender agrees to loan Borrower the sum of $50,000 to be used for Borrower's business expansion on the following terms and conditions.

A. The term of the Loan shall be for 5 years from execution date of this Agreement.

B. The Loan shall bear interest at the rate of 75% of the Prime Rate per annum simple interest on the principal balance outstanding from time to time.

C. Repayment shall be made as follows:

a) for months 1-60 equal monthly payments of principal and interest based upon a 60 month amortization schedule;

b) all payments shall be made on or before the 25th day of the month commencing the first full month after disbursement of Loan proceeds.

Section 4. Grant of Security Interest.

A. As security for the payment by Borrower of the Loan, its obligations hereunder and all other obligations of Borrower to Lender, Borrower hereby grants Lender a security interest in all personal and real property owned by Borrower. Lender's security position shall be subordinate to that of Harris Bank and Trust, the senior lender in an amount not to exceed $325,000.

B. The aforesaid grant of security interest shall be a condition precedent to any disbursement of proceeds under the Loan.

Section 5. Representations and Warranties of Borrower.

Borrower represents and warrants to the Lender that:

A. Corporate Status. It is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, with the corporate power and authority to own its properties and to transact the business in which it is engaged.

B. Corporate Power and Authority. It has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and the Note executed thereunder, and all necessary corporate action with respect to the execution of the Agreement and all documents and instruments called for therein has been taken.

C. Binding Agreements. This Agreement constitutes a legal, valid and binding obligation of Borrower enforceable in accordance with its terms; the Note will, when issued by the Borrower, constitute the legal, valid and binding obligation of the Borrower enforceable against Borrower in accordance with its terms.

D. No Violation of Agreements. It is not in default in any respect under any indenture, mortgage, deed of trust, agreement, or other instrument to which it is a party or by which it is bound. Neither the execution by Borrower of this Agreement or the Note issued hereunder, nor the consummation of this transaction, will violate any order or decree of any court or governmental instrumentality, or will conflict with or result in the breach or default of any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it is bound or, except as contemplated by this Agreement, result in the creation or imposition of any lien, charge, or encumbrance upon any of its property thereunder.

E. The office where the Borrower keeps Borower's books and records concerning the Secured Property and Borrower's chief place of business and chief executive office is and will be located at the address of Borrower set forth on the first page of this Agreement.

Section 6. Maintaining Records and Right to Inspect.

All Borrower's books, records and other documents relating directly to the receipt and disbursement of the Loan shall be subject to audit and examination by any duly authorized representative of the Lender. Such right shall extend until one year after the total amount of the Borrower Loan, including principal and all accrued interest, is repaid by Borrower to Lender.

Section 7. Reporting Requirements.

Borrower is required to submit to Lender its annual financial statements audited by an independent certified public accountant satisfactory to the Lender, or, in the event such audited financial statements have not been compiled, a statement certified by an officer of Borrower, until the period set forth in Section 6 of the Agreement.

Section 8. Access to Project.

Borrower agrees that for the period set forth in Section 6 of this Agreement, any duly authorized representatives of Lender shall have, during normal business hours, access to any portion of premises owned, leased or otherwise occupied by Borrower.

Section 9. Time of the Essence.

Time is of the essence under this Agreement.

Section 10. Prohibition Against Transfer of Property.

Borrower, until the full principal and all accrued interest of this loan is repaid, agrees not to make or create or suffer to be made any sale, assignment, conveyance or transfer of any of the property described at Section 4 of this Agreement or any interest therein, or agree to do any of the same without the prior written approval of Lender.

Section 11. Limitation Upon Encumbrance of Property.

During the term of the Loan, Borrower shall not engage in any additional financing or any other transaction creating any lien or other encumbrance upon the Secured Property, other than the lien granted pursuant to this Agreement.

Section 12. Events of Default.

A. Any of the following events shall constitute an Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any court or any order, rule or regulation of any administrative or governmental body) unless waived by Lender:

(1) Borrower shall fail to make any payment of principal or interest on the Note when the same becomes due and payable and said failure shall continue for a period of ten days;

(2) If Borrower fails to perform or observe any covenant, agreement or condition contained in this Agreement or in the Note, and said failure shall continue for a period of 60 days after notice from Lender;

(3) If any representation or warranty of Borrower contained in or made in writing pursuant to this Agreement shall prove to have been false, incorrect or misleading in any material respect on the date of such representation or warranty was made or deemed to have been made;

(4) Other Indebtedness. Any indebtedness of Borrower is not paid at maturity or becomes due and payable prior to its expressed maturity by reason of any default by Borrower in the performance or observance of any obligation or condition;

(5) Insolvency. Borrower becomes insolvent or admits in writing its inability to pay its debts as they mature, or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for Borrower or any property thereof; or, in the absence of such application, consent, or acquiescense, a trustee or receiver is appointed for Borrower or for a substantial part of the property of Borrower and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against the Company and if instituted against Borrower is consented to or acquiesced in by Borrower remains for 60 days undismissed; or any warrant of attachment is issued against any substantial portion of the property of Borrower which is not released within 60 days of service;

(6) The uninsured loss, substantial theft/damage, destruction or the sale or encumbrance of any of the Secured Property described in Section 4 of this Agreement; or the occurrence of a levy, seizure or attachment of such property;

(7) If any material statement, report or certificate made or delivered by Borrower or any of its officers, employees or agents, to Lender is not true and correct;

(8) If Borrower fails to pay any of its liabilities, when due and payable or declared due and payable;

(9) If Borrower is enjoined, restrained or in any way prevented by court order from conducting all of any material part of its business affairs, or if a petition under any chapter of the United States Bankruptcy Code or any similar law or regulation is filed against Borrower for its dissolution or liquidation;

(10) Except as may otherwise be permitted hereunder; if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other govenmental agency.

B. No Waiver By Delay. Any delay by Lender in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, as long as the breach or default by Borrower shall be continuing, operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that Lender should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided for in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact be made by Lender with respect to any specific default by Borrower under this Section be considered or treated as a waiver of the rights of Lender with respect to any other defaults or of the same default on a future occasion made by Borrower under this Section.

Section 13. Remedies Upon Default.

A. In the case of the occurrence of an Event of Default pursuant to Section 12 the Note shall, at the discretion of Lender, without notice to Borrower or any other person, immediately become due and payable in full, together with all interest accrued thereon.

B. In the event of the occurrence of any Event of Default pursuant to Section 12, Lender may exercise any one or more or all of the following remedies, all of which are cumulative and non-exclusive:

(1) Any remedy contained in this Agreement;

(2) Any rights and remedies available to a secured creditor under the Uniform Commercial Code as enacted in Illinois as of the date of this Agreement, and any other applicable law.

Section 14. Equal Employment Opportunity.

A. Borrower agrees, for itself, its successors and assigns, that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d) and its regulations as promulgated in 15 CFR Subtitle A, part 8, and any amendments thereto; 42 U.S.C. 3123 and its regulations promulgated in 13 CFR 311 and amendments thereto, as well as following the equal employment provisions outlined below for the period of time covered by this Agreement as set forth in Section 6.

B. Borrower will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, handicap or sex. Borrower will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, religion, handicap or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

C. The word "discrimination" as used herein shall be interpreted in accordance with federal law as construed by court decisions. The covenant may be enforced solely by the City of Chicago and solely against the party who breaches this covenant.

Section 15. Environmental Considerations.

The company assured the EDC that it will comply with the federal environmental requirements as found in the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Council of Environmental Quality Guidelines (36 CFR 79, April 23, 1971).

Section 16. Location of Facilities.

Borrower pledges to Lender that its facilities which are either to be constructed and/or improved with the proceeds of this Loan are located at ____________________, Chicago, Illinois, and that in occupying these facilities they are not relocating from another labor area nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address. Borrower's expansion into the above- described property is not being undertaken with the intention of closing down or curtailing any already existing operation(s).

Section 17. Governing Law.

This Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

Section 18. Additional Covenants and Conditions.

A. Affirmative Covenants. Borrower will:

(1) Promptly notify Lender if and when any of Borrower's Equipment is placed in locations other than those identified in the Agreement.

(2) Maintain, preserve and keep its plants and properties in good repair, working order and condition.

(3) Promptly advise Lender in writing of the proposed opening of new places of business by Borrower or an affiliate of Borrower, or the closing of any existing places of business of Borrower or any affiliate of Borrower, of any changes in the name of Borrower or any affiliate of Borrower, or the use of any trade names by Borrower in its billing or any affiliate of Borrower, or of any material change in the condition of the Secured Property.

(4) Use all monies and other property obtained by Borrower from the Lender pursuant to this Agreement solely for business purposes of Borrower.

(5) Reimburse Lender on demand for all costs and expenses including reasonable Attorney's Fees, incurred by Lender in seeking to collect any Liabilities and to enforce any of Lender's rights under this Agreement.

(6) Notify Lender in writing, promptly upon its learning thereof, of any litigation affecting Borrower, whether or not the claim is considered by Borrower to be covered by insurance and of the institution of any suit or administrative proceeding which may materially and adversely affect the operations, financial condition or business of Borrower's or Lender's security interest in the Secured Property.

Section 19. Severability.

Each covenant and agreement contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and any other application of such term shall not be affected thereby.

In Witness Whereof, Borrower and Lender have caused this Agreement to be signed in their names and on their behalf as of the _______ day of _____________________________, 19_____.

[Signature forms omitted for printing purposes.]

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED FOR COMMITTEE ON AVIATION.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	Number	Amount
Personnel Services	100-1222-000	$3,000
Travel	100-1222-200	$500

TO:

Account	Number	Amount
Contingency	100-1222-750	$3,500

SECTION 2. That the sole purpose of this transfer of funds is to pay anticipated expense for the Committee on Aviation.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 46.

Nays -- None.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED FOR DEPARTMENT OF CONSUMER SERVICES.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	Number	Amount
Personal Services	100-4511-005	$7,830

TO:

Account	Number	Amount
Other Professional and Technical Services	100-4511-149	$7,830

SECTION 2. That the sole purpose of this transfer of funds is to hire a data processing consultant for the Department of Consumer Services.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 46.

Nays -- None.

ISSUANCE OF INDUSTRIAL REVENUE BOND AUTHORIZED FOR RELIABLE CORPORATION PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the issuance of an industrial revenue bond in the amount of $1,750,000 to the Reliable Corporation for a project located at 1001 West Van Buren Street.

On motion of Alderman Burke, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 46.

Nays -- None.

Alderman Krystyniak moved to reconsider the foregoing vote. The motion was lost.

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the Issuer on February 10, 1982, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects", as defined in the Enabling Ordinance, to the end that the Issuer may be able to relieve conditions of unemployment and to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois; and

WHEREAS, The Department of Economic Development of the City of Chicago (the "Department") has previously entered into a Memorandum of Agreement dated as of March 8, 1983 (the "Original Memorandum of Agreement"), with The Reliable Corporation, an Illinois corporation (the "Company"), whereby the Company agreed to acquire and improve certain property in the City of Chicago, Illinois, for use by the Company and certain lessees as an industrial office, warehousing and distribution facility (the "Project"); and

WHEREAS, The City Council of the Issuer did approve the form of the Original Memorandum of Agreement by ordinance duly adopted on March 31, 1983; and

WHEREAS, A portion of the Project is or will be located on real estate commonly known as 1001 West Van Buren Street, Chicago, Illinois, owned by LaSalle National Bank, not individually, but as trustee under Trust No. 10-40308- 09, and as successor to Exchange National Bank of Chicago, as trustee under the Trustee Agreement dated August 1, 1982 creating Trust No. 40308, the sole beneficiary of which is 1001 West Van Buren Partnership, an Illinois general partnership, whose address is 1001 West Van Buren Street, Chicago, Illinois 60607, which real estate and other facilities thereon are leased to the Company and other lessees; and

WHEREAS, A portion of the Project is or will be located on real estate commonly known as 1033 West Van Buren Street, Chicago, Illinois, owned by LaSalle National Bank, not individually, but as trustee under Trust No. 10-38480- 09, and as successor to Exchange National Bank of Chicago, as Trustee under the Trust Agreement dated April 29, 1981 creating Trust No. 38480, the sole beneficiary of which is the Company, whose address is 1001 West Van Buren Street, Chicago, Illinois 60607, which real estate and other facilities thereon are used by the Company and leased to certain lessees; and

WHEREAS, Pursuant to the Original Memorandum of Agreement, on October 20, 1983 the City Council of the Issuer adopted an ordinance providing for the issuance of a series of its Industrial Development Revenue Bonds (The Reliable Corporation Project) Series 1983 (the "Series 1983 Bonds") in the principal amount of $4,300,000 to finance certain costs of the Project and on December 16, 1983, the Issuer entered into and delivered to American National Bank and Trust Company of Chicago, as trustee (the "Trustee"), an Indenture of Trust dated as of November 1, 1983 (the "Original Indenture") securing the Series 1983 Bonds; and

WHEREAS, Section 2.10 of the Original Indenture, and related provisions of a Financing Agreement dated as of November 1, 1983, between the Issuer and the Company (the "Original Agreement"), contain an agreement in principle that the Issuer will use its best efforts to issue additional revenue bonds pursuant to the Original Indenture, on a parity with the Series 1983 Bonds, for the purposes of financing the cost of completing the Project or financing the cost of additional manufacturing or industrial facilities for the Company; and

WHEREAS, The Company has determined that the costs of completing and improving the Project will be in excess of the funds provided by the Series 1983 Bonds and has made application to the Issuer to confirm and further define with the Issuer the terms and conditions on which the Issuer may issue additional bonds in a principal amount not to exceed $1,750,000 for the aforesaid purpose; and

WHEREAS, Pursuant to said application the Department and the Company entered into a Supplemental Memorandum of Agreement (the "Supplemental Memorandum of Agreement"), dated as of August 31, 1984, supplementing the Original Memorandum of

Agreement, with respect to the completion and improvement of the Project and the issuance of additional revenue bonds of the Issuer to finance the costs thereof; and

WHEREAS, The City Council of the Issuer did approve the form of the Supplemental Memorandum of Agreement by ordinance duly adopted on September 18, 1984; and

WHEREAS, It is proposed that the Issuer shall enter into a First Amendatory Financing Agreement (the "Amendatory Agreement") with the Company, supplementing and amending the Original Agreement, pursuant to which the Issuer shall lend the Company a sum sufficient, together with the proceeds of the Series 1983 Bonds and other moneys of the Company, to accomplish the completion and improvement of the Project, and the Issuer is willing to issue its revenue bonds (the "Series 1984 Bonds") as a series of additional bonds under the Original Indenture, as it is to be supplemented by a First Supplemental Indenture of Trust (the "Supplemental Indenture"), dated as of November 1, 1984, between the Issuer and the Trustee, in order to finance the Project upon terms which will be sufficient to pay a portion of the cost of the completion and improvement of the Project as evidenced by the Series 1984 Bonds, all as set forth in the details and provisions of the Amendatory Agreement and the Supplemental Indenture; and

WHEREAS, It is estimated that the remaining costs of the Project, including costs relating to the preparation and issuance of the Series 1984 Bonds, will be not less than $1,750,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the Series 1984 Bonds hereinafter authorized and designated "City of Chicago, Cook County, Illinois, Industrial Development Revenue Bonds (The Reliable Corporation Project) Series 1984" upon a negotiated basis to American National Bank and Trust Company of Chicago, in Chicago, Illinois (the "Purchaser"); and

WHEREAS, Pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended (the "Code"), and public notice published on September 24, 1984 in the Chicago Tribune, and on September 24, 1984 in the Chicago Sun-Times, newspapers of general circulation in the City of Chicago and environs, a public hearing on the proposed plan of financing for the Project was held by the Commissioner of Economic Development of the City of Chicago or his designee on October 15, 1948; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

Definitions.

SECTION 1. All terms defined in the preamble hereto shall have the meanings therein designated. Additionally, the following words and terms as used in this ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" means the Original Agreement dated as of November 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended, including the amendments thereto made by the Amendatory Agreement.

"Amendatory Guaranty" means the First Amendatory Guaranty Agreement dated as of November 1, 1984, from the Guarantor to the Trustee.

"Amendatory Security Agreement" means the First Amendatory Security Agreement dated as of November 1, 1984, from the Company to the Trustee.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated the date of the adoption of this ordinance by and among the Issuer, the Company and the Purchaser.

"Bonds" means the Series 1983 Bonds, the Series 1984 Bonds and any other series of revenue bonds from time to time outstanding under the Indenture.

"Guarantor" means Merrill Zenner, an individual and president of the Company.

"Guaranty" means the Original Guaranty, as from time to time supplemented and amended, including the amendments thereto made by the Amendatory Guaranty.

"Indenture" means the Original Indenture, as from time to time supplemented and amended, including the amendments thereto made by the Supplemental Indenture.

"Land Trust" means LaSalle National Bank, not individually, but as trustee under Trust No. 10-38480-09, and as successor to Exchange National Bank of Chicago, as Trustee under the Trust Agreement dated April 29, 1981 creating Trust No. 38480.

"Leasehold Mortgage" means the Leasehold Mortgage dated as of November 1, 1983, by and between the Company and the Trustee, as from time to time supplemented and amended.

"Mortgage" means the Mortgage dated as of November 1, 1983, by and between Land Trust (joined by the Company) and the Trustee, as from time to time supplemented and amended.

"Notes" means the Promissory Notes of the Company issued the Original Agreement and the Amendatory Agreement, whereby the Company promises to make installment payments on the Notes in satisfaction of the debt of the Company to the Issuer under the Agreement; "Series 1984 Note" means the Note relating to the Series 1984 Bonds.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Original Guaranty" means the Guaranty Agreement dated as of November 1, 1983, from the Guarantor to the Trustee.

"Original Security Agreement" means the Security Agreement dated as of November 1, 1983 from the Company to the Trustee.

"Project" means the land and the buildings acquired or constructed and the improvements thereto, located in the City of Chicago, Illinois and the machinery, equipment and related property to be acquired and installed by the Company in part with moneys received under the Agreement, as defined and described in the Agreement.

"Security Agreement" means the Original Security Agreement, as from time to time supplemented and amended, including the amendments thereto made by the Amendatory Security Agreement.

Authorization of Completion of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the completion and improvement of the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the completion and improvement of the Project is not less than $1, 750,000, which will be provided by the issuance of the Series 1984 Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Series 1984 Bonds, the execution and delivery of the Amendatory Agreement, the Series 1984 Note, the Supplemental Indenture, the Amendatory Security Agreement and the Amendatory Guaranty by the parties thereto are necessary and proper.

Authorization and Payment of Bonds.

SECTION 3. For the purpose of financing a portion of the cost of the completion and improvement of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (The Reliable Corporation Project) Series 1984 in the aggregate principal amount of $1,750,000. The Series 1984 Bonds shall be issued in the form and denominations set forth in the Indenture; shall be dated as of December 1, 1984; shall be numbered from R-1 upward; shall mature on December 1, 1993 and shall bear interest at the rates per annum and on the dates set forth in the Supplemental Indenture (as executed and delivered); shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Supplemental Indenture (as executed and delivered); and shall be in such form and have the other terms and provisions set forth in the Supplemental Indenture (as executed and delivered) and the Original Indenture.

The Series 1984 Bonds shall be signed by the Mayor of the Issuer by his manual or facsimile signature, attested by the manual or facsimile signature of the City Clerk of the Issuer and the official seal of the Issuer or a facsimile thereof shall be affixed thereto, all as provided in the Indenture.

Series 1984 Bonds Are Limited Obligations.

SECTION 4. The Series 1984 Bonds, together with interest thereon, shall be limited obligations of the Issuer secured by the Indenture and the Guaranty and are payable solely from the revenues and receipts derived from the Agreement and the Notes authorized to be issued thereunder (except to the extent paid out of moneys attributable to Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage the Leasehold Mortgage, the Security Agreement or the Guaranty), and shall be a valid claim of the owner or owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Agreement and the Notes (except as hereinbefore provided), which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on all Bonds, except as may be otherwise expressly authorized in this Ordinance, in the Indenture or in the Agreement. The Series 1984 Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of the Issuer or a loan of credit therof or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and are payable solely from the revenues and receipts form the Agreement and the Notes (except as hereinbefore provided).

Assignment, Mortgage Leasehold Mortage, Security Agreement and Guaranty.

SECTION 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Series 1984 Bonds hereby authorized, and all other Bonds from time to time issued under the Indenture, the Issuer has assigned and pledged to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Notes, including the Series 1984 Note, together with all right, title and interest of the Issuer in and to the Agreement and the Notes (except its rights to payment pursuant to Section 4.2(c) of the Original Agreement relating to the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, Section 5.3 of the Original Agreement relating to the indemnification of the Issuer by the Company, Section 5.8 of the Original Agreement relating to the Obligation of the Company to pay taxes levied on the Issuer with respect to the revenues under the Agreement, and Section 6.3 of the Original Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon the default of the Company thereunder) pursuant to the Indenture.

As further security for the payment of the principal of, premium, if any, and interest on all bonds, the Guarantor has executed and delivered the Original Guaranty and will execute and deliver to the Amendatory Guaranty to the Trustee. To secure amounts payable by the Company under the Agreement and on the Notes, the Company has executed and delivered the Leasehold Mortgage and the Original Security Agreement, and will execute and deliver the Amendatory Security Agreement, to the Trustee, and the Land Trust (joined by the Company) has executed and delivered the Mortgage to the Trustee. The Amendatory Guaranty and the Amendatory Security Agreement, are to be in substantially the same forms presented to the City Council of the Issuer, which forms are hereby approved by the City Council of the Issuer.

Sale of the Series 1984 Bonds; Execution of Documents.

SECTION 6. (a) The sale to the Purchaser of the Series 1984 Bonds hereby authorized at the price specified in the Bond Purchase Agreement and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of the Issuer.

(b) The Amendatory Agreement and the Supplemental Indenture in substantially the same forms in which the same have been presented to the City Council of the Issuer are hereby approved by such City Council and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute and deliver the Amendatory Agreement and the Supplemental Indenture for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the official seal of the Issuer.

Performance Provisions.

SECTION 7. The Mayor and the City Clerk for and on behalf of the Issuer be, and each of the them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this ordinance, the advancement of the loan, the execution and delivery of the Series 1984 Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the aurthority conferred by this ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Amendatory Agreement, the Supplemental Indenture and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder.

Acknowledgment of Hearing; Approval Under Section 103(k) of Code.

SECTION 8. The action of the Commissioner of Economic Development in publishing a notice of public hearing as required by Section 103(k) of the Code is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago on October 15, 1984. The passage and approval of this ordinance shall constitute the "public approval" required by Section 103(k) (2) (E) of the Code.

Allocation of "Private Activity Bond" Limit.

SECTION 9. The approval and execution of this ordinance by the Mayor shall be deemed to constitute an allocation to the Series 1984 Bonds of $1,750,000 of the Issuer's share of the private activity bond limit of the State of Illinois under Section 103(n) of the Code and such execution shall constitute a certification made by the Mayor under penalty of perjury, as required by Section 103(n)(12) of the Code, that such allocation was not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Election and Information Return Under Code.

SECTION 10. (a) The Issuer herewith elects to have the provisions of Section 103(b) (6) (D) of the Code apply to the Series 1984 Bonds. The City Clerk is hereby authorized and directed to cause to be prepared a statement of such election with respect to the Series 1984 Bonds and to execute such statement of election and to file or cause such statement of election to be filed with the Internal Revenue Service, all in accordance with Section 103(b) (6) (D) of the Code and regulations promulgated thereunder.

(b) The City Clerk is hereby authorized and directed to cause to be prepared an Information Return for Private Activity Bond Issues on Form 8038 with respect to the Series 1984 Bonds and to execute such Form 8038 and to file or cause such Form 8038 to be filed with the Internal Revenue Service, all in accordance with the provisions of Section 103(1) of the Code and proposed Treasury Regulation Section 5f.103-3, any such Form 8038 to be based upon information the accuracy of which has been certified by the Company.

Serverability.

SECTION 11. If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Captions.

SECTION 12. The captions or headings of this ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this ordinance.

Provisions in Conflict Superseded.

SECTION 13. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby superseded, and this ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the Office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its adoption and approval as by law provided.

[Bond Purchase Agreement, Supplemental Memorandum of Agreement, First Amendatory Financing Agreement, First Supplemental Indenture of Trust and First Amendatory Security Agreement omitted for printing purposes but on file and available for public inspection in Office of the City Clerk.]

Action Deferred -- CITY OF CHICAGO TAX AMNESTY PROGRAM.

The Committee on Finance submitted the following report, which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, December 26, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the City of Chicago Tax Amnesty Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

The following is said ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. This ordinance shall be known and cited as the "City of Chicago Tax Amnesty Ordinance."

SECTION 2. For the purpose of this ordinance, when any of the following words or terms are used herein they shall have the meaning or construction ascribed to them in this section:

(a) Department. The term "Department" or "Department of Revenue" shall mean the Department of Revenue of the City of Chicago.

(b) City. The term "City" shall mean the City of Chicago, Illinois.

(c) Director. The term "Director" or "Director of Revenue" shall mean the Director of Revenue of the City of Chicago.

(d) Taxpayer. The term "Taxpayer" shall mean any person, corporation or other entity subject to any tax imposed by any ordinance of the City of Chicago and payable to the City of Chicago.

(e) Tax Collector. The term "Tax Collector" shall mean any person, corporation or other entity required to collect and remit or remit any tax imposed by any ordinance of the City of Chicago and payable to the City of Chicago.

(f) Taxable Period. The term "Taxable Period" means any period of time for which any tax is imposed by and owed to the City of Chicago.

(g) Tax. The term "Tax" or "Tax imposed pursuant to authorization by any ordinance" shall mean and include, but not be limited to City of Chicago Sales and Use Tax, Amusement Tax, Employer's Expense Tax, Hotel Tax, Municipal Public Utilities Tax, Parking Tax, Cigarette Tax, Transaction Taxes, Foreign Fire Insurance Tax, Automatic Amusement Service Tax and any other Tax remitted directly to the City of Chicago.

SECTION 3. The Department of Revenue shall establish an amnesty program for all Taxpayers and Tax Collectors owing any Tax imposed by reason of or pursuant to authorization by any ordinance of the City of Chicago and collected by the Department. Amnesty tax return forms shall be prepared by the Department and shall provide for specification by the Taxpayer or Tax Collector of the Tax and the Taxable Period for which amnesty is being sought by the Taxpayer or Tax Collector.

The amnesty program shall be for a period from January 1, 1985 through March 31, 1985.

SECTION 4. The amnesty program shall provide that upon written application by any Taxpayer or Tax Collector and payment by such Taxpayer or Tax Collector of all Taxes due from such Taxpayer or collected by such Tax Collector to the City of Chicago for any Taxable Period ending prior to October 1, 1984, the Department shall not seek to collect any interest or penalties which may be applicable and the Department shall not seek civil or criminal prosecution for any Taxpayer or Tax Collector for the period of the time for which amnesty has been granted to a Taxpayer or Tax Collector.

SECTION 5. The amnesty program shall further provide that upon written application by any Tax Collector who has not collected a Tax imposed pursuant to authorization by any ordinance of the City and payment by such Tax Collector to the City of a sum equal to 25% of the amount of the Taxes imposed by such ordinance for any Taxable Period ending prior to October 1, 1984, the Department shall not seek to collect any further sums measured by the amount of such Taxes or any interest or penalties thereon which may be applicable and the Department shall not seek civil or criminal prosecution for such Tax Collector for the period of time for which amnesty has been granted to such Tax Collector pursuant to this ordinance. The amnesty provided under this section shall be granted only to Tax Collectors described in this section and shall not be construed to grant amnesty to the Taxpayers upon whom the Tax is imposed.

SECTION 6. Failure to pay all Taxes due to the City shall invalidate any amnesty granted pursuant to this ordinance. Amnesty shall be granted for only the Taxable Periods specified in the application and only if all amnesty conditions are satisfied by the Taxpayer or Tax Collectors, provided however that tax returns filed whereby a sound legal position is taken to legally minimize taxes within a reasonable interpretation of the applicable ordinance shall not constitute a failure to pay all Taxes within the meaning of this ordinance.

Amnesty shall not be granted to Taxpayers or Tax Collectors who are a party to any criminal investigation or to any civil or criminal litigation which is pending in any circuit court or appellate court or the Supreme Court of the State of Illinois concerning nonpayment, delinquency or fraud in relation to any Tax imposed by any ordinance of the City of Chicago. This amnesty shall, however, be granted to any Taxpayer or Tax Collector for any Tax even if such Taxpayer or Tax Collector has been issued an assessment by the Department with respect to such Tax or is presently involved in an administrative hearing with the Department.

With respect to any Taxpayer or Tax Collector who is in the process of an administrative hearing or has been issued a determination and assessment or an audit which is in process or open on the date of the passage of this ordinance, such Taxpayer or Tax Collector shall be allowed to take advantage of the amnesty and all hearing and collection efforts on such assessments shall be stayed until the end of the amnesty period provided in this ordinance.

The Department shall formulate and publish such regulations as are necessary to implement the provisions of this ordinance.

SECTION 7. Sections 1, 2, 3, 4, 5 and 6 of this ordinance are repealed April 1, 1985.

SECTION 8. This ordinance shall take effect upon passage.

Action Deferred – CONTINUATION OF CERTAIN CITY GOVERNMENT OPERATIONS PENDING PASSAGE OF THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR 1985.

The Committee on Finance submitted the following report which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, December 26, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the continuation of certain City government operations pending the passage of the Annual Appropriation Ordinance for the year 1985 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 20 members of the committee with 6 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

The following is said ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago is a Home Rule unit pursuant to the 1970 Illinois Constitution Article 7, Section 6a, and

WHEREAS, Article 7, Section 6a provides that a Home Rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt, and

WHEREAS, The departments and functions listed below must be funded to maintain the public health, safety, and welfare of the citizens of the City of Chicago; now, therefore, *Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That, pending the passage of the Annual Appropriation Ordinance for the year 1985, the heads of the following departments of the City government shall have authority and they are hereby given authority to employ the necessary officers and employees of the City of Chicago, who were employed at the close of the year 1984, upon the basis of the appropriations for the year 1984:

Police Department
Fire Department
Bureau of Sanitation
Pumping Station Operation Division, Water Purification Division, Bureau of Water Distribution
Sewer Department
Health Department
O'Hare International Airport, Midway Airport
City Clerk
City Treasurer
City Comptroller
Human Services

Such heads of departments of the Municipal government are hereby further authorized to make such expenditures for purposes other than salaries pending the passage of said Annual Appropriation Ordinance, but only to the minimum amount necessary to the maintenance of absolutely essential functions of government.

The City Comptroller and City Treasurer are hereby authorized and directed to pay for the period pending the passage of the Annual Appropriation Ordinance for the year 1985 to the several officers and employees of the departments enumerated above the amount per day, week or month authorized to be paid during the fiscal year 1984, under and by virtue of the Annual Appropriation Ordinance for said fiscal year 1984.

SECTION 2. This ordinance shall take effect and be in force from and after January 1, 1985, but in no event shall this ordinance be effective for more than seven (7) days after its effective date.

Action Deferred -- TAX LEVY FOR CITY OF CHICAGO FOR THE YEAR 1985.

The Committee on Finance submitted the following report which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, December 26, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing a property tax levy for the City of Chicago for the year 1985 in the amount of $364,430,198 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 19 members of the committee with 5 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

The following is said ordinance transmitted with the foregoing committee report:

[Ordinance authorizing a property tax levy for the year 1985 printed on pages 12228 thru 12230 of this Journal.]

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF SOUTH LOOMIS BOULEVARD.

Alderman Kellam (18th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on portion of S. Loomis Boulevard (both sides) from W. 87th Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF TOW AWAY ZONE.

(Continued on page 12231)

O R D I N A N C E

TAX LEVY FOR THE YEAR 1985

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

Section 1. The sum of Three Hundred and Sixty Four Million, Four Hundred and Thirty Thousand, One Hundred and Ninety Eight Dollars ($364,430,198), is hereby levied for the year 1985 upon all property within the City of Chicago, subject to taxation. The amounts levied for each said purpose, respectively, are set forth below in separate columns:

PROPERTY TAX LEVY

CORPORATE FUND - 100

Amount of Property Tax Levy.......................... $48,097,042

LIBRARY FUND - BUILDINGS AND SITES - 342

CHICAGO PUBLIC LIBRARY

Total from Library Fund - Buildings and Sites.......... 2,321,969

LIBRARY FUND - MAINTENANCE AND OPERATION - 346

CHICAGO PUBLIC LIBRARY

Total from Library Fund- Maintenance and operation.... 32,661,805

JUDGMENT TAX FUND - 395

Total from Judgment Tax Fund..........................20,213,614

NOTE REDEMPTION AND INTEREST SERIES - 1980 FUND - 504

Total from Note Redemption and Interest 1980-Fund.......................................20,340,000

NOTE REDEMPTION AND INTEREST SERIES - 1980-A FUND - 506

Total from Note Redemption and Interest 1980-A Fund.. 4,657,895

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SPECIAL SERVICE AREA #1 - BOND REDEMPTION AND INTEREST FUND - 508

Total from Special Service Area #1 -
Bond Redemption and Interest Fund..................... 303,167

NOTE REDEMPTION AND INTEREST SERIES - 1983-C FUND - 509

Total from Note Redemption and Interest
1983 C-Fund...14,284,211

BOND REDEMPTION AND INTEREST FUND - 510

Total from Bond Redemption and Interest
Fund..46,547,932

CITY RELIEF FUND - 660

Total from City Relief Fund 14,605,553

MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND - 681

For the City's Contribution to Employees Annuity
and Benefit Fund..63,015,000

LABORERS' AND RETIREMENT BOARD EMPLOYEES'ANNUITY AND
BENEFIT FUND -682

For the City's Contribution to Employees' Annuity
and Benefit Fund..13,318,000

POLICEMEN'S ANNUITY AND BENEFIT FUND - 683

For the City's Contribution to Policemen's Annuity
and Benefit Fund..58,442,000

FIREMEN'S ANNUITY AND BENEFIT FUND - 684

For the City's Contribution to Firemen's Annuity
and Benefit Fund..25,591,000

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PARK EMPLOYEES' ANNUITY AND BENEFIT FUND - 691

For the City's Contribution to Park Employees' Annuity and Benefit Fund	31,000
TOTAL TAX LEVY	364,430,198

Section 2. The City Clerk is directed to file certified copies of this ordinance, together with copies of the Annual Appropriation Ordinance for the year 1985, with the County Clerk of Cook County and with the County Clerk of DuPage County.

Section 3. This ordinance shall be effective upon its passage.

(Continued from page 12227)

Alderman Schulter (47th Ward) presented a proposed order to establish a Tow Away Zone on north-south "T" alley which turns into West Lawrence Avenue between North Ashland Avenue and North Paulina Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ERECTION OF "4-WAY STOP" SIGN AT INTERSECTION OF WEST SCHILLER STREET AND NORTH ASTOR STREET.

Alderman Oberman (43rd Ward) presented a proposed order for the erection of a "4-Way Stop" sign at the intersection of West Schiller Street and North Astor Street, which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented four proposed claims against the City of Chicago for the claimants named, as noted respectively, which were *Referred to the Committee on Claims and Liabilities,* as follows:

Alderman	Claimant
BLOOM (5th Ward)	Charles Staples;
MELL (33rd Ward)	James Krivickas, Basilio Lopez;
KOTLARZ (35th Ward)	Kathleen Martin.

4. UNCLASSIFIED MATTERS
(Arranged in Order According to Ward Numbers).

None.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

None.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (December 21, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on December 21, 1984, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty- sixth (26th) day of December, 1984, at 11:00 A.M., be and the same is hereby fixed to be held on Friday, the twenty-eighth (28th) day of December, 1984, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, December 28, 1984, at 10:00 A.M. in the Council Chamber in the City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.