



BOARD OF COMMISSIONERS OF COOK COUNTY
Cook County Building, Board Room, 118 North Clark Street, Chicago, Illinois

Third New Items Agenda

for the

Meeting of the Board of Commissioners

Wednesday, December 16, 2015, 11:00 AM

16-0686

Sponsored by: TONI PRECKWINKLE, President, Cook County Board of Commissioners

PROPOSED ORDINANCE

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR A LINE OF CREDIT AND RELATED DOCUMENTS AND THE ISSUANCE OF ONE OR MORE PROMISSORY NOTES IN CONNECTION THEREWITH

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that “a County which has a Chief Executive Officer elected by the electors of the County ... (is) a Home Rule Unit” and The County of Cook, Illinois (the “County”), has a Chief Executive Officer elected by the electors of the County and is therefore a Home Rule Unit and may, under the power granted by said Section 6(a) of Article VII of the Constitution of 1970, as supplemented by the Local Government Debt Reform Act, as amended, the (“Act”), exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of the Act, the County has the power to incur debt payable from any lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Board of Commissioners of the County (the “Board”) has not adopted any ordinance, resolution, order or motion or provided any County Code provisions which restrict or limit the exercise of the home rule powers of the County in the issuance of general obligation full faith and credit notes without referendum for corporate purposes or which provides any special rules or procedures for the exercise of such power; and

WHEREAS, the Board hereby determines it to be advisable and in the best interests of the County that the County (1) authorize the execution and delivery of an agreement for a line of credit to provide funds for the punctual payment of the necessary expenses incurred by the County for its corporate purposes and (2) authorizes the issuance of one or more promissory notes to evidence the obligation to repay the principal of and interest on amounts drawn down by the County under such agreement; and

WHEREAS, the Board now expressly determines that it is advisable and in the best interests of the County that an agreement be executed and that one or more such notes be issued; and

WHEREAS, to such end it is hereby deemed advisable and necessary that the Board now adopts this Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of The County of Cook, Illinois, as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATIONS

Section 1.1. Definitions.

A. The following words and terms are defined in the preambles hereto:

Act

Board

County

B. The following words and terms used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning:

Advance for Value means a receipt of funds by the County under the Agreement and relative to the Note which is a loan advance on and partial purchase price consideration for the Note, to be evidenced as provided in the Note form.

Agreement means the Revolving Credit Agreement by and between the County and the Purchaser in substantially the form attached hereto as *Exhibit A* providing for the creation of a line of credit for the County and the issuance of one or more Notes to evidence the obligation of the County to repay amounts due and owing thereunder.

Chief Financial Officer means the Chief Financial Officer of the County.

Designated Officer means the President, Chief Financial Officer or any other office or employee of the County so designated by a written instrument signed by the President or the Chief Financial Officer.

Face Amount means the authorized maximum amount of the Note, as stated on its face.

Fixed Rate Note means a Note bearing interest at a fixed rate percent per annum.

Floating Rate Note means a Note bearing interest at a rate percent per annum which is subject to change from time to time, payable from time to time, and subject to various options for payment by the owners thereof, as more fully provided for in the Agreement.

Maturity Date means the date on which the principal of the Note is due and owing under the Agreement.

Note Order means the Note Order and Notification of Sale to be executed by the Chief Financial Officer and setting forth certain details of the Agreement and the Note as hereinafter provided.

Note Register means the books of the County kept by the Note Registrar to evidence the registration and transfer of the Note.

Note Registrar means the institution or person so designated and defined in the Note Order, or successors or assigns.

Ordinance means this Ordinance as originally introduced and adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

Paying Agent means the institution, having fiduciary power, or person so designated and defined in the Note Order, or successors or assigns.

Purchase Price means the price paid to the County by the Purchaser for the Note.

Purchaser means BMO Harris Bank N.A., the purchaser of the Note as so identified in the Note Order.

Regular Record Date means the fifteenth day before any interest payment date on the Note or such other date as may be provided in the Note Order.

Section 1.2. Severability of Invalid Provisions.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 1.3. Short Title.

This Ordinance may hereafter be cited by the County or hereinafter referred to as the “2015 Line of Credit Ordinance.”

ARTICLE II. DETERMINATIONS OF THE COUNTY

Section 2.1. Findings.

The Board hereby finds and determines that (A) all of the recitals contained in the preambles to this Ordinance are full, true and correct and hereby incorporates them into this Ordinance by this reference; (B) this Ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970; (C) it is advisable and in the best interests of the County that the County adopt this Ordinance; (D) it is advisable and in the best interests of the County that the Agreement be executed so as to provide for the punctual payment of necessary expenses incurred by the County for its corporate purposes; and (E) the execution of the Agreement, the borrowing of money for the purposes authorized therein and the issuance of the Note is for a proper public purpose and is in the public interest.

Section 2.2. Execution of the Agreement Authorized.

The County is hereby authorized to enter into the Agreement with the Purchaser in substantially the form attached hereto as *Exhibit A* with only such changes as shall be approved by the Chief Financial Officer. The Chief Financial Officer be, and hereby is, authorized, empowered and directed to execute the Agreement in final form and his execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the Agreement by the Board. The County Clerk be, and hereby is, authorized, empowered and directed to attest the Agreement in the name, for and on behalf of the County, and thereupon to cause the Agreement to be delivered to the counterparty thereto. The Agreement (as executed) is entered into to provide for the loan of the proceeds of the Note to the County and the use of such proceeds for the punctual payment of general corporate purposes and to pay the costs of issuing the Note, in the manner and with the effect therein provided. From and after the execution and delivery of the Agreement, the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed. The Agreement shall constitute, and hereby is made, a part of this Ordinance, and a copy of the Agreement shall be placed in the official records of the County, and shall be available for public inspection at the office of the County Clerk.

Section 2.3. General Obligation Note Authorized.

For the purposes aforesaid, the Note is hereby authorized to be issued as a drawdown note in the aggregate principal amount of not to exceed \$100,000,000. The full faith and credit of the County are hereby pledged to the punctual payment of the principal of and interest on the Note. The Note shall be a direct and general obligation of the County and, unless paid from other sources, the County shall be obligated to levy ad valorem taxes upon all taxable property in the County for the payment of the Note and the interest thereon, without limitation as to rate or amount.

Section 2.4. Note Details.

The Note shall be issued in the principal amount of not to exceed \$100,000,000 and shall bear such title and series designation as the Chief Financial Officer shall determine in the Note Order. The Note may be a Fixed Rate Note or a Floating Rate Note as provided in the Note Order. The Note shall be dated as of the first Advance for Value on the Note or as otherwise provided in the Agreement (any such date being the "Dated Date"), and the amount of the Note issued, being the sum of the amounts as shown as Advances for Value on the Note, not in excess of the Face Amount, less in each case principal payments made from time to time thereon, shall be the "Outstanding Principal Amount" of the Note. The Principal Amount of the Note from time to time outstanding shall bear interest at not to exceed a rate per annum which is equal to the greater of (i) ten percent (10.00%) and (ii) the maximum rate of interest established, from time to time, in connection with general obligation debt of the County payable from ad valorem property tax receipts, subject to the recapture provisions of the Agreement; with interest payable on such date or dates as provided in the Agreement, upon any prepayment and on the Maturity Date. The Maturity Date shall be not later than March 1, 2019.

The Note shall bear interest on the Outstanding Principal Amount from time to time at the rate provided, in each case from the time advanced until duly paid or provided for.

The principal of and interest on the Note shall be payable in lawful money of the United States of America to the registered owner of this Note as shown on the Note Register as of the Regular Record Date.

If so provided in the Note Order, the Note may be redeemable or repayable prior to maturity at the option of the County, in whole or in part on any date, upon such terms and at such times and at a redemption or prepayment price of par plus accrued interest to the date of redemption or prepayment, as determined by the Chief Financial Officer at the time of the sale thereof.

The Note shall have be substantially in the form attached to the Agreement and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the County and shall be signed by the manual or duly authorized facsimile signatures of the President of the Board or the Chief Financial Officer and County Clerk, as they shall determine, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The execution by the County of the fully registered Note shall constitute full and due authorization of the Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Note shall be made only to or upon the order of the registered owner thereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note shall have thereon a certificate of authentication duly executed by the Note Registrar as authenticating agent of the County and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance. The certificate of authentication on the Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer of the Note Registrar.

Section 2.5.Sale and Delivery of Note.

The Chief Financial Officer is hereby authorized to sell all or any portion of the Note to the Purchaser from time to time as the Chief Financial Officer shall determine that the proceeds of such sales are needed and on such terms as he may deem to be in the best interests of the County. Nothing contained in this Ordinance shall limit the sale of the Note or any portion thereof or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof. Subsequent to the sale of the Note or subsequent to the sale of any portion thereof, the Chief Financial Officer shall file in the office of the County Clerk a Note Order directed to the Board identifying (i) the terms of the sale, (ii) the amount, if any, of the Note being sold as a Floating Rate Note, (iii) the Dated Date, (iv) the aggregate principal amount of the Note sold, (v) the repayment schedule for the principal of and interest on the Note, (vi) the optional redemption provisions, if any, applicable to the Note and (vii) any other matter authorized by this Ordinance

to be determined by the Chief Financial Officer at the time of sale of the Note, and thereafter the Note as so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the Purchaser in accordance with the terms of sale.

Any Designated Officer and such other officers of the County as may be necessary are hereby authorized to execute such other documents, as may be necessary to implement the Agreement and the transactions contemplated thereby and to effect the issuance and delivery of the Note, and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Board.

Section 2.6. Use of Proceeds, Limit on Authority to Draw Funds.

The proceeds of the Note shall be used to provide funds for the payment of necessary expenses incurred for the general corporate purposes of the County and costs of issuance of the Note and to that end shall be set aside in the Working Cash Fund (the "Working Cash Fund") and shall be used to pay the general corporate expenses of the County in accordance with customary disbursement procedures of the County. Alternatively, the Chief Financial Officer may allocate the proceeds of the Note to one or more other funds or accounts of the County now in existence. The County by its Board reserves the right, as it becomes necessary from time to time, to change the purposes of expenditure of the Working Cash Fund or its accounts, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the County. In no event may more than \$18.5 million in total be drawn from the Line of Credit unless the Board through Resolution expressly approves the draw of an identified additional sum.

Section 2.7. Financing Team Approved.

The selection of the following party or parties in the capacity as indicated and for the purpose of assisting with the Line of Credit transaction is hereby expressly approved:

CAPACITY	NAME OF INSTITUTION OR FIRM
Lender	BMO Harris Bank, NA
Legal Counsel	Katten Muchin Rosenman, LLP
Co-Legal Counsel	Hardwick Law Firm, LLC

ARTICLE III. MISCELLANEOUS

Section 3.1. Ratification of Acts.

All acts of the Board, the Designated Officers and the officers and employees of the County that are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, be, and the same are hereby, in all respects, ratified, confirmed and approved.

Section 3.2.Superseder.

All Ordinances, Resolutions, motions, orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby superseded.

Section 3.3.Ordinance to Constitute a Contract.

The provisions of this Ordinance shall constitute a contract between the County and the registered owner of the Note. This Ordinance shall constitute full authority for the issuance of the Note and the execution and delivery of the Agreement on behalf of the County.

Effective date: This ordinance shall be in effect operative, effective and valid immediately upon its passage and approval.

16-0674

Sponsored by: JOHN A. FRITCHEY, County Commissioner

PROPOSED RESOLUTION

**REQUESTING A HEARING OF THE CRIMINAL JUSTICE COMMITTEE TO DISCUSS
RESOLUTION FILE #16-0574**

WHEREAS, the Cook County Board of Commissioners approved Resolution File #16-0574, which requested a hearing of the Criminal Justice Committee be convened as soon as is practical to discuss the decisions and processes used in police-involved matters; and

WHEREAS, said resolution also requested that the Cook County State's Attorney appear before the Criminal Justice Committee to present any statement she may choose to offer and to answer questions from the committee members;

NOW, THEREFORE, BE IT RESOLVED, that the President and the Cook County Board of Commissioners do hereby request that a hearing of the Criminal Justice Committee be convened as soon as is practical to discuss Resolution File #16-0574.

16-0690

Sponsored by: BRIDGET GAINER, LUIS ARROYO JR, RICHARD R. BOYKIN, JOHN P. DALEY, JESÚS G. GARCÍA, and LARRY SUFFREDIN County Commissioners

PROPOSED RESOLUTION

ESTABLISHING A COOK COUNTY TASK FORCE TO RESEARCH THE EXPANSION OF AFFORDABLE AND QUALITY HEALTHCARE TO UNINSURED RESIDENTS OF COOK COUNTY

WHEREAS, the County of Cook is a home rule unit of government pursuant to the 1970 Illinois Constitution, Article VII, Section 6 (a); and,

WHEREAS, pursuant to their home rule powers, the Cook County Commissioners may exercise any power and perform any function relating to their governments and affairs, including the power to regulate for the protection of the public health, safety, morals, and welfare; and,

WHEREAS, the President of the Cook County Board and the Cook County Board of Commissioners hereby find that Cook County shall explore ways in which affordable healthcare can be expanded to all Cook County residents; and,

WHEREAS, after the Affordable Care Act, 9 percent of Cook County residents remain uninsured for various reasons, including affordability, program eligibility and program awareness; and,

WHEREAS, nearly 73 percent of Illinois' uninsured eligible for Get Covered Illinois, the state's health insurance marketplace, live and work in metropolitan Chicago; and,

WHEREAS, the Cook County Health and Hospital System spent approximately \$340 million of uncompensated care in 2014 for individuals who visited the emergency room either without insurance or otherwise were unable to pay; and,

WHEREAS, visiting the emergency room is often the only option for the uninsured even in instances of non-emergencies; and,

WHEREAS, studies show an estimated \$18 billion could be saved annually if patients used primary or preventive health care rather than emergency rooms; and,

WHEREAS, providing structured access to healthcare for the uninsured residents of Cook County has the potential to save critical taxpayers dollars.

NOW, THEREFORE, BE IT RESOLVED, that the President and Board of Commissioners create a task force entitled the Cook County Task Force on Health Care Accessibility to make recommendations to the President and the Cook County Board of Commissioners, as well as the Cook County Health and Hospital System regarding the expansion of quality and affordable healthcare to the uninsured residents of Cook County.

BE IT FURTHER RESOLVED, that the advisory task force is specifically charged with issuing recommendations on the following topics:

- a. **Current Policies and Procedures.** This analysis shall address the success and challenges of current policies and procedures of Cook County Government and the Cook County Health and Hospital System in regards to access and delivery of healthcare services for uninsured Cook County residents.
- b. **Healthcare Accessibility Innovation.** This analysis shall focus on current best practices and proposals from similar public health systems across the United States.
- c. **Public Health Measures.** This analysis shall focus on the availability of healthcare services for the uninsured and their families in Cook County. This shall include capacity and funding, and ways in which the Cook County Health and Hospital System can coordinate with other government agencies and not-for-profit entities to offer healthcare delivery programs for the uninsured and their families.
- d. **Public Awareness.** This analysis shall focus on potential education and community awareness campaigns targeted for the uninsured and their families; and

BE IT FURTHER RESOLVED, that the advisory task force shall consist of:

- a. The Cook County Board President or her designee; the Chairman of the Cook County Workforce, Housing and Community Development Committee; the Chairman of the Cook County Business and Economic Development Committee and the Chairman or Vice-Chairman of the Cook County Health and Hospitals Committee.
- b. Cook County Health and Hospital System staff members as determined by the Cook County Health and Hospital System Chief Executive Officer or his designee.
- c. Community-based advocacy organizations, medical professionals, local healthcare industry professionals and advocates of access to healthcare campaigns, and other government officials as invited by the task force members from the Cook County Board of Commissioners.

BE IT FURTHER RESOLVED, the Cook County Task Force on Healthcare Accessibility shall report its findings to the President of the Cook County Board and the Cook County Board of Commissioners six months from the passage of this resolution.

16-0692

Sponsored by: BRIDGET GAINER, PETER N. SILVESTRI and LARRY SUFFREDIN, County Commissioners

PROPOSED ORDINANCE AMENDMENT

CODE OF CONDUCT FOR SETTLEMENTS IN THE FINANCE SUBCOMMITTEE ON LITIGATION OF THE BOARD OF COMMISSIONERS OF COOK COUNTY

BE IT ORDAINED, by the Cook County Board of Commissioners that Part 1 General Ordinances, Chapter 2 - Administration, Article 3 - County Board, Division 2 - Rules of Organization and Procedure, Section 2-103 of the Cook County Code is hereby amended as follows:

Section 2-103 Interpretation, force and effect

(e) Specific Rules for Finance Subcommittee on Litigation. The Cook County State's Attorney's Office shall, for each settlement of \$500,000.00 and above submit the following:

1. Any actual legal conflicts of interest of any party to the suit, as well as opposing counsel of which the State's Attorney is aware at the time it makes its settlement recommendation;
2. Any actual violations of the Cook County Ethics Ordinance of which the State's Attorney's Office is aware, subject to its responsibilities under the Illinois Rules of Professional Conduct.
3. Current status of employee stakeholders named in the proposed settlement;
4. Any significant tangible evidence (i.e., photos, videos) that the State's Attorney's Office believes is relevant to its recommendation.
5. At the end of each fiscal year:
 - a. the State's Attorney's Office will provide an annual summary of all settlements, case dispositions and invoices approved in excess of \$500,000.00 entered into during that fiscal year;
 - b. the County offices whose employees are named defendants in any such cases shall report on the employment status of such employees and any resulting disciplinary actions.

Effective date: This ordinance shall be in effect immediately upon adoption