



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Text

File #: 21-1714, Version: 2

**PROPOSED SUBSTITUTE TO FILE 21-1714
(Finance Committee 5-12-2021)**

AN ORDINANCE authorizing and approving the execution and delivery of a First Supplemental and Amendatory Loan Agreement and a Redemption Agreement in connection with the transfer of a portion of the project financed with the proceeds of The County of Cook, Illinois Adjustable Rate Demand Revenue Bonds, Series 2005 (Catholic Theological Union Project); and related matters.

WHEREAS, The County of Cook, Illinois (the “Issuer”), a home rule unit of government and municipal corporation of the State of Illinois, is authorized by the provisions of the Constitution and laws of the State of Illinois, including, without limitation, Article VII, Section 6(a) of the Illinois Constitution of 1970, to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Issuer previously issued its Adjustable Rate Demand Revenue Bonds, Series 2005 (Catholic Theological Union Project), dated February 24, 2005 (the “Bonds”), in an aggregate principal amount of \$28,500,000 pursuant to an Indenture of Trust, dated as of February 1, 2005 (the “Bond Indenture”), by and between the Issuer and U.S. Bank National Association, successor to Seaway National Bank of Chicago, as bond trustee (the “Trustee”); and

WHEREAS, pursuant to a Loan Agreement, dated as of February 1, 2005 (the “Loan Agreement”), by and between the Issuer and Catholic Theological Union at Chicago, an Illinois not-for-profit corporation (the “Borrower”), the Issuer loaned the proceeds from the sale of the Bonds to the Borrower to finance, refinance and provide reimbursement for (i) all or a portion of the costs of the acquisition, construction, renovation, expansion, restoration and equipping of its educational facilities located on its Hyde Park campus located generally within the 5300 and 5400 blocks of South Cornell Avenue, Chicago, Illinois, including a new five-story, approximately 95,000-square-foot Academic Center, located at 5416 South Cornell Avenue, and the renovation of the Borrower’s current academic and administrative building located at 5401 South Cornell Avenue, and including capitalized interest thereon (the “Project”), (ii) the refunding of certain interim indebtedness incurred by the Borrower in connection with the Project, and (iii) the payment of all or a portion of the costs of issuing the Bonds, including the costs of obtaining credit enhancement for the Bonds; and

WHEREAS, the Borrower is not presently utilizing the building renovated on its Hyde Park campus as part of the Project to any significant extent and does not anticipate increased use of the building in the future, and is therefore interested in marketing and selling the original, renovated building (hereinafter the “Building”); and

WHEREAS, in order to facilitate the Borrower’s plan to market and sell the Building, the Borrower desires to enter into a First Supplemental and Amendatory Loan Agreement with the Issuer (the “First Supplement”), which supplements and amends the Loan Agreement to waive the requirement for an opinion letter from the purchaser of the Building, as described in Section 7.2(i) of the Loan Agreement, subject to an agreement by the Borrower to do so in compliance with applicable tax regulations among the Borrower, U.S. Bank National Association, in its capacity as credit facility issuer (the “Credit Facility Issuer”), U.S. Bank National Association, in its capacity as Trustee and U.S. Bancorp (the “Remarketing Agent”), and the Issuer (the “Redemption Agreement”); provided that the Borrower shall provide to the Issuer, the Credit Facility Issuer, the Trustee and the Remarketing Agent an opinion of Bond Counsel to the effect that the transfer of the Building is permitted under the Bond Indenture and the Loan Agreement, and will not adversely affect the exclusion from gross income for purposes of federal income taxation of the interest on the Bonds, as described in

Section 7.2(ii) of the Loan Agreement; and

WHEREAS, forms of the First Supplement and the Redemption Agreement have been prepared and presented to this meeting and are attached to this Ordinance as Exhibit A-1 and Exhibit A-2, respectively;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COOK, ILLINOIS, AS FOLLOWS:

Section 1. The Board of Commissioners hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

Section 2. The forms, terms and provisions of the First Supplement and the Redemption Agreement are hereby in all respects approved, and the President of the Board of Commissioners and Chief Financial Officer are each hereby authorized, empowered and directed to execute and deliver the First Supplement and the Redemption Agreement in the name and on behalf of the Issuer. The First Supplement and the Redemption Agreement, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, the execution thereof to constitute conclusive evidence of its approval of any and all changes or revisions therein from the forms of the First Supplement and the Redemption Agreement now before this meeting; and from and after the execution and delivery of the First Supplement and the Redemption Agreement, the officers, agents and employees of the Issuer 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 the intent and accomplish the purposes of this Ordinance and to comply with and make effective the provisions of the First Supplement and the Redemption Agreement, as executed.

Section 3. All acts and doings of the officials of the Issuer that are in conformity with the purposes and intent of this Ordinance and in furtherance of the First Supplement and the Redemption Agreement be, and the same are hereby in all respects, approved and confirmed.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof.

Section 5. This Ordinance shall constitute complete authority for the execution of the First Supplement and the Redemption Agreement. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption.

Section 6. A copy of this Ordinance shall be filed in the office of the County Clerk and shall be made available for public inspection in the manner required by law.

Section 7. This Ordinance shall become effective upon its passage and approval.