



City of Chicago



SO2019-3428

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 4/10/2019

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Redevelopment and loan agreements and issuance of multi-family housing revenue bonds for Paseo Boricua Arts LLC for construction of affordable apartment units at 2709-2715 W Division St

Committee(s) Assignment: Committee on Finance

SUBSTITUTE ORDINANCE

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the “**Constitution**”), the City of Chicago (the “**City**”) is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, as a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue obligations for the purpose of financing the cost of the acquisition, construction, rehabilitation, development, and equipping of an affordable multi-family housing facility for low- and moderate-income families located in the City (“**Multi-Family Housing Financing**”); and

WHEREAS, Paseo Boricua Arts, LLC, an Illinois limited liability company (the “**Borrower**”), The Puerto Rican Cultural Center, an Illinois not-for-profit corporation (the “**Cultural Center**”), and Brinshore Development, L.L.C., an Illinois limited liability corporation (“**Brinshore**”), have proposed a certain mixed use development project consisting of the acquisition of real property located at 2709-15 West Division Street in the City and the construction thereon and equipping of a five-story mixed use building that will include on floors two through five affordable housing consisting of 24 apartments comprised of eight studio apartments, eight one bedroom apartments and eight two bedroom apartments together with appurtenant facilities located on the first floor (the “**Project**”) and with a first floor comprised of community spaces, commercial/retail space and a black box performance theater (including the Project, the “**Property**”); and

WHEREAS, the managing member of the Borrower is Paseo Boricua Arts Manager, LLC, an Illinois limited liability company, with a 0.01% interest (the “**Managing Member**”) and the investor member is Richman Affordable Housing Corp. or such other party selected by Brinshore and is acceptable to the City (the “**Investment Member**”), with a 99.99% interest; and

WHEREAS, the members of the Managing Member are PRCC, Paseo Boricua, LLC,, an Illinois limited liability company (“**PRCC**”), with a 50% interest, and Brinshore with a 50% interest; the sole member of PRCC is the Cultural Center and the members of Brinshore are (i) RJS Real Estate Services, Inc., an Illinois corporation, with Richard J. Sciortino as its sole shareholder, and (ii) Brint Development, Inc., an Illinois corporation, with David B. Brint as its sole shareholder; and

WHEREAS, by this ordinance (this “**Ordinance**”), the City Council of the City (the “**City Council**”) has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing and certain other funding, as provided herein, to the Borrower, to enable it to pay or reimburse a portion of the costs of the Project, and to pay a portion of the costs of issuance and other costs incurred in connection therewith; and

WHEREAS, by this Ordinance, the City Council has determined that it is necessary and in the best interests of the City to enter into a Funding Loan Agreement (the “**Funding Loan Agreement**”) with JPMorgan Chase Bank, N. A., a national banking association (“**Chase**”), pursuant to which the City will borrow an aggregate principal amount not to exceed Six Million Dollars (\$6,000,000) (the “**Funding Loan**”) for the purposes set forth above and, in evidence of its limited, special obligation to repay that borrowing, issue a tax-exempt revenue note, which is expected to be designated as Multi-Family Housing Revenue Note (Paseo Boricua Project), Series 2019 (the “**Note**”), under the terms and conditions of this

Ordinance and the Funding Loan Agreement, and the City will thereafter loan the proceeds of the Funding Loan to the Borrower (the "**Borrower Loan**") pursuant to a borrower loan agreement (the "**Borrower Loan Agreement**") between the City and the Borrower, as evidenced by a certain Borrower promissory note (the "**Borrower Note**"), in order to finance a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, prepayment premium, if any, and interest on the Note; and

WHEREAS, the principal of, prepayment premium, if any, and interest payable on the Note will be secured by, among other things, (i) a construction mortgage on the Property, (ii) certain capital contributions to be made to the Borrower by its limited partner, (iii) federal low-income housing tax credits and, (iv) pledges and/or assignments of certain funds (including the TIF Grant defined below), personal property, and contractual rights of the Borrower and its affiliates (including certain Multi-Family Program Funds, as defined below); and

WHEREAS, the Funding Loan and the Note and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of or an obligation of the City, the State of Illinois or any political subdivision thereof, within the purview of any Constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them. No party to the Funding Loan Agreement or holder of any Note shall have the right to compel the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any principal installment of, prepayment premium, if any, or interest on the Note or obligations under the Funding Loan Agreement; and

WHEREAS, in connection with the execution and delivery of the Funding Loan Agreement and the issuance of the Note, the City Council has determined by this Ordinance that it is necessary and in the best interests of the City to enter into (i) the Funding Loan Agreement, providing for the security for and terms and conditions of the Funding Loan, and the Note to be issued thereunder, (ii) the Borrower Loan Agreement, providing for the loan of the proceeds of the Funding Loan to the Borrower and the use of such proceeds, (iii) a Tax Regulatory Agreement and/or tax certificate (collectively, the "**Tax Agreements**") between the City and the Borrower, and (iv) a Land Use Restriction Agreement between the City and the Borrower (the "**Land Use Restriction Agreement**"); and

WHEREAS, the City has certain funds available from a variety of funding sources ("**Multi-Family Program Funds**") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the Department of Planning and Development ("**DPD**"), or as may be redesignated as set forth in Section 2 below, of the City; and

WHEREAS, pursuant to an ordinance adopted by the City Council on June 27, 2001, and published at pages 62056-62193 of the Journal of the Proceedings of the City Council (the "**Journal**") of such date, a certain redevelopment plan and project (the "**Humboldt Park Commercial Plan**") for the Humboldt Park Commercial Tax Increment Financing Redevelopment Project Area (the "**Humboldt Park Commercial Area**") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "**Act**"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on July 27, 2001, and published at pages 62194-62204 of the Journal of such date, the Humboldt Park Commercial Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance (the "**Humboldt Park Commercial TIF Ordinance**") adopted by the City Council on July 27, 2001, and published at pages 62205-62215 of the Journal of such

date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Humboldt Park Commercial Area redevelopment project costs (as defined in the Act) incurred pursuant to the Humboldt Park Commercial Plan; and

WHEREAS, Borrower will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement to be executed by the Borrower, the Cultural Center and the City, with the Project to be financed in part by a grant (the “**TIF Grant**”) of certain pledged incremental taxes deposited from time to time in the Humboldt Park Commercial Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund for the Area (the “**Humboldt Park Commercial TIF Fund**”) pursuant to Section 5/11-74.4-8(b) of the Act (“**Incremental Taxes**”); and

WHEREAS, pursuant to its Resolution 18-CDC-26, the CDC has recommended that the Borrower be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Borrower for the Project; and

WHEREAS, the Borrower now desires to obtain financing from various sources including the Borrower Loan, the TIF Grant, the City Loan described below, the ComEd Energy Grant, and equity from the syndication of low-income housing tax credits (“**LIHTCs**”), all such additional financing as shown in **Exhibit A** hereto (the “**Additional Financing**”); and

WHEREAS, the City has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed \$4,194,696, to be funded from its Multi-Family Program Funds (the “**City Loan**”) pursuant to the terms and conditions set forth in this Ordinance and **Exhibit A** attached hereto and made a part hereof:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals contained in the preambles to this Ordinance are hereby incorporated into this Ordinance by this reference. All capitalized terms used in this Ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Funding Loan Agreement.

Section 2. Findings and Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Chief Financial Officer (as defined herein) or, if so designated and determined by the Chief Financial Officer, the City Comptroller (the Chief Financial Officer or, if so designated and determined by the Chief Financial Officer, the Comptroller, being referred to herein as the “**Authorized Officer**”) to establish the terms of the Funding Loan Agreement and related Note, the Borrower Loan Agreement and the related Borrower Note on such terms as and to the extent such Authorized Officer determines that such terms are desirable and in the best financial interest of the City. Any such designation and determination by the Authorized Officer shall be signed in writing by such Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this Ordinance unless and until revoked, such revocation to be signed in writing by an Authorized Officer and filed with the City Clerk. As used herein, the term “**Chief Financial Officer**” shall mean the Chief Financial Officer of the City appointed by the Mayor or, if there is no such officer then holding such office, the City Comptroller.

At such time as the City's Commissioner of Housing (the "**DOH Commissioner**") makes a determination in accordance with Section 2-44-040(c) of the Municipal Code of the City of Chicago (the "**Municipal Code**"): (i) except as provided in (ii) below, all references in this Ordinance to the "Department of Planning and Development," "DPD," the "Commissioner of DPD," or the "Authorized DPD Officer" shall be deemed to be references to the City's Department of Housing or the DOH Commissioner, as applicable; and (ii) notwithstanding the foregoing in (i), all references to "Department of Planning and Development" or "DPD" or "Authorized DPD Officer" in this Ordinance with respect to authorization of the Redevelopment Agreement, or ancillary documents and actions pertaining to the Redevelopment Agreement, shall remain references to "Department of Planning and Development" or "DPD" or "Authorized DPD Officer", as applicable.

Section 3. Authorization of the Funding Loan Agreement, the Note, the Borrower Loan Agreement and Related Agreements. Upon the approval and availability of the Additional Financing, the execution and delivery of the Funding Loan Agreement and the issuance of the Note in an aggregate principal amount of not to exceed \$6,000,000 are hereby authorized. The aggregate principal amount of the Note to be issued shall be as set forth in the Funding Loan Notification referred to Section 6 below.

The Funding Loan Agreement and the Note shall contain a provision that they are executed and delivered under authority of this Ordinance. The maximum term of the Funding Loan shall not exceed twenty and one half (20.5) years from the date of execution and delivery of the Note. The Note shall bear interest at a rate or rates equal to the rate of interest on the Borrower Loan as provided in the Borrower Loan Agreement (which shall not exceed the lesser of 10% or the maximum rate of interest allowable under state law except in the case of an event of default in which case the rate of interest shall not exceed the maximum rate of interest allowable under state law) and shall be as determined by the Authorized Officer and shall be payable on the payment dates as set forth in the Funding Loan Agreement and the Funding Loan Notification. The Note shall be dated, shall be subject to prepayment, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Funding Loan Agreement, the form(s) of the Note therein and the Funding Loan Notification. The provisions for execution, signatures, payment and prepayment, with respect to the Funding Loan Agreement and the Note shall be as set forth in the Funding Loan Agreement and the form(s) of the Note therein.

Each of (i) the Mayor of the City (the "**Mayor**"), (ii) Chief Financial Officer, or (iii) any other officer designated in writing by the Mayor is hereby authorized to execute by their manual or, in the case of the Note, manual or facsimile signature, and to deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest by their manual or, in the case of the Note, manual or facsimile signature, the Funding Loan Agreement and the Note, each in substantially the form attached hereto as **Exhibit B** and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval and the City Council's approval of any changes or revisions from the form of the Funding Loan Agreement and Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

An Authorized Officer is hereby authorized to execute and deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are each hereby authorized to attest, the Borrower Loan Agreement in substantially the form attached hereto as **Exhibit C**, and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such

execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Borrower Loan Agreement and the Borrower Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

An Authorized Officer is hereby authorized to execute and deliver the Land Use Restriction Agreement on behalf of the City, in substantially the form attached hereto as *Exhibit D* and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Land Use Restriction Agreement attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

An Authorized Officer is hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to attest the Tax Agreements on behalf of the City, in substantially the forms of such documents used in previous tax-exempt Multi-Family Housing Financings (with appropriate revisions to reflect the terms and provisions of the Funding Loan Agreement and the Note and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder), and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Note. The execution of the Tax Agreements by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Tax Agreements.

An Authorized Officer is hereby authorized to execute and deliver on behalf of the City such security or collateral documents securing payment of the Note as the Authorized Officer regards as appropriate, in substantially the form of the security documents used in previous issuances of tax-exempt bonds pursuant to programs similar to that pursuant to which the Note is being executed and delivered, with appropriate revisions to reflect the terms and provisions of the Note and with such other revisions as the Authorized Officer executing the same shall determine are appropriate and consistent with the other provisions of this Ordinance. The execution of security or collateral documents by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in such documents.

The City Clerk or Deputy City Clerk is hereby authorized to attest the signature of the Authorized Officer to any document referenced herein and to affix the seal of the City to any such document.

Section 4. Security for the Funding Loan Agreement and the Note. The obligations of the City under the Funding Loan Agreement and the Note shall be limited obligations of the City, payable solely from and/or secured by a pledge of the following security (other than certain Unassigned Rights of the City):

- (a) all right, title and interest of the City in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the City from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments (as such terms are defined in the Borrower Loan Agreement) derived by the City under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under the Funding Loan Agreement shall not impair or diminish the obligations of the City under the provisions of the Borrower Loan Agreement;

(b) all right, title and interest of the City in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Agreement, and all other payments, revenues and receipts derived by the City under and pursuant to, and subject to the provisions of, the Funding Loan Agreement;

(c) any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under the Funding Loan Agreement, subject to the provisions of the Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(d) any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of the Funding Loan Agreement as additional security by the City or anyone on its part or with its consent, or which pursuant to any of the provisions of the Borrower Loan Agreement may come into the possession or control of the Funding Lender (as defined below) or a receiver appointed pursuant to the Funding Loan Agreement;

(e) any funds of the Borrower including certain capital contributions made to the Borrower by its Investor Member, amounts received from low-income housing tax credit, or other funds deposited and held under an escrow agreement between the Borrower and the Funding Lender;

(f) a mortgage on and security interest in the Property and related collateral; and

(g) the other collateral set forth in the documents evidencing and securing the Funding Loan.

In order to secure the payment of the principal of, prepayment premium, if any, and interest on the Note, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Funding Loan Agreement and are hereby appropriated for the purposes set forth in the Funding Loan Agreement. Nothing contained in this Ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income as set forth in the Funding Loan Agreement to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of the date of execution and delivery of the Funding Loan Agreement and the Note, all as shall be determined by the Authorized Officer at the time of the execution and delivery of the Funding Loan Agreement and the Note. The Funding Loan Agreement shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the execution and delivery of the Funding Loan Agreement and the Note.

Section 5. Delivery of the Funding Loan Agreement Sale and Delivery of Note. Subject to the terms and conditions of the Funding Loan Agreement and such additional terms as are set forth in the Funding Loan Notification with the approval of an Authorized Officer, the Note shall be sold and delivered to Chase, or such other funding lender as approved by an Authorized Officer (the “**Funding Lender**”), and the Funding Lender shall hold the Funding Loan Agreement and the Note, subject to the terms and conditions of the required transferee representations (the “**Required Transferee Representations**”) which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by an Authorized Officer, to the extent required under the Funding Loan Agreement, may succeed the initial Funding Lender as the registered holder of all or a portion of the Funding Loan, but only if such subsequent Funding Lender executes and delivers to the City the Required Transferee Representations, substantially in the form of the Required Transferee Representations set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the

proceeds of the Funding Loan to the Funding Lender shall not exceed one and one half percent (1.5%) of the aggregate principal amount of the Note.

Section 6. Funding Loan Notification. Subsequent to the execution and delivery of the Funding Loan Agreement and the sale of any Note, the Authorized Officer shall file in the Office of the City Clerk a Funding Loan Notification for such Funding Loan Agreement and the Note directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and other terms of the Note sold, (ii) the extent of any tender rights to be granted to the holders of the Note, (iii) the identity of the Funding Lender, if different from Chase, (iv) the interest rates on the Note and/or a description of the method of determining the interest rates applicable to the Note from time to time, (v) the origination fee or other compensation paid to the Funding Lender in connection with the origination of the Funding Loan and issuance of the Note, and (vi) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the sale of any Note. There shall be attached to such notification the final form of the Funding Loan Agreement, a specimen of the each of the Note and the Borrower Loan Agreement.

Section 7. Limited Obligations. The Note, when issued and outstanding, will be a limited obligation of the City, payable by its terms as provided in the Funding Loan Agreement. The Note and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The Note shall be payable solely from the funds pledged therefor pursuant to the terms of the Funding Loan Agreement herein described.

Section 8. Use of Proceeds. The proceeds from the Funding Loan (as evidenced by the sale of the Note) shall be deposited as provided in the Funding Loan Agreement and used for the Project.

Section 9. Volume Cap. The proceeds from the Funding Loan (as evidenced by the sale of the Note) are obligations that are taken into account under Section 146 of the Code in the allocation of the City's volume cap.

Section 10. Declaration of Official Intent. A portion of the cost of the acquisition and construction of the Project which the City intends to finance with the proceeds of the Funding Loan has been or is expected to be paid from available monies of the Borrower prior to the date of execution and delivery of the Funding Loan. It is the intention of the City that the Borrower will utilize a portion of the proceeds of the Note to reimburse such expenditures which have been or will be made for those costs, to the extent allowed by the Code and related regulations. It is necessary and in the best interests of the City to declare its official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Code so to utilize the proceeds of the Funding Loan. The City declared such official intent in its Ordinance passed on October 31, 2018.

Section 11. Proxies. Each Authorized Officer may designate another to act as their respective proxy and to affix their respective signatures to the Note, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or an Authorized Officer pursuant to this ordinance or the Funding Loan Agreement. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer in the

specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

Section 12. Additional Authorization. Each Authorized Officer, upon the approval and availability of the Additional Financing, is hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to enter into, execute and deliver such other documents and agreements, including, without limitation, any documents necessary to evidence the receipt or assignment of any collateral for the Funding Loan Agreement and the Note, the Borrower Loan Agreement or the Borrower Note from the Borrower, and perform such other acts as may be necessary or desirable in connection with the City Agreements (as defined in Section 22 hereof) including, but not limited to, the exercise following the delivery date of the City Agreements of any power or authority delegated to such official under this Ordinance with respect to the City Agreements upon original execution and delivery, but subject to any limitations on or restrictions of such power or authority as herein set forth. Notwithstanding anything contained herein (including but not limited to Section 3 hereof and this Section 12), if any portion of the Additional Financing is not approved and available at such time as the Authorized Officer otherwise deem it in the best interest of the City to execute the City Agreements, then the Authorized Officer may so execute the City Agreements (with such changes thereto as the Authorized Officer deems necessary and advisable) and any necessary ancillary documents and may impose such conditions upon the approval and availability of such Additional Financing as they deem necessary and advisable.

Section 13. City Loan Authorization. Upon the approval and availability of the Additional Financing, the Commissioner of DPD, or his or her designee (collectively, the “**Authorized DPD Officer**”) is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the City Loan. The Authorized DPD Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the City Loan that do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized DPD Officer is hereby authorized to disburse the proceeds of the City Loan to the Borrower. Notwithstanding anything contained herein, if any portion of the Additional Financing is not approved and available at such time as the Authorized DPD Officer otherwise deems it in the best interest of the City to execute the documents implementing the City Loan, then the Authorized DPD Officer may so execute such documents (with such changes thereto as the Authorized DPD Officer deems necessary and advisable) and any necessary ancillary documents and may impose such conditions upon the approval and availability of such Additional Financing as deemed necessary and advisable.

Section 14. Developer Designation. The Borrower is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

Section 15. Redevelopment Agreement. The Authorized DPD Officer is hereby authorized, with the approval of the City’s Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement among the Borrower, the Cultural Center (collectively, the Borrower and the Cultural Center are referred to herein as the “**Developer Parties**”), and the City substantially in the form attached hereto as Exhibit E and made a part hereof (the “**Redevelopment Agreement**”), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

Section 16. City Funds. The City Council hereby finds that the City is authorized to pay \$4,245,304 (“**City Funds**”) from Incremental Taxes deposited in the Humboldt Park Commercial TIF

Fund to the Developer Parties to finance a portion of the eligible costs included within the Project. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this section.

Section 17. Humboldt Park Commercial TIF Fund. Pursuant to the Humboldt Park Commercial TIF Ordinance, the City has created the Humboldt Park Commercial TIF Fund. The Chief Financial Officer (or his or her designee) of the City is hereby directed to maintain the Humboldt Park Commercial TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the Humboldt Park Commercial TIF Ordinance, all Incremental Taxes received by the City for the Humboldt Park Commercial Area shall be deposited into the Humboldt Park Commercial TIF Fund. The City shall use the funds in the Humboldt Park Commercial TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

Section 18. Public Hearing. The City Council hereby directs that the Note shall not be issued unless and until the requirements of Section 147(f)(1) of the Code, including particularly the approval requirement following any required public hearing, have been fully satisfied, and that no contract, agreement or commitment to issue the Note shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed.

Section 19 Authorization of Fees and Expenses. The following fees and expenses are hereby authorized in connection with the Funding Loan Agreement and the Note: (i) a **Bond Issuer Fee** in an amount equal to 1.5 percent of the par amount of the Note, payable to the City on the date of execution and delivery of the Note, (ii) a **Bond Legal Reserve Fee** in the amount of 0.10 percent of the par amount of the Note, payable to the City on the date of execution and delivery of the Note (such fee to be used to pay for other legal and other fees incurred by the City in connection with private activity bonds issued by the City), (iii) a **Bond Administrative Fee** in an amount equal to 0.15 percent of the outstanding principal of the Note, accruing monthly but payable to the City on a semi-annual basis, (iv) a **Low Income Housing Tax Credit Reservation Fee** equal to 5.0% of the first full year's tax credit allocation payable upon acceptance of the credit reservation letter or tax-exempt bond agreement issued by DPD, and (v) a **Monitoring Fee** in the amount of \$25 per unit, paid annually, submitted with the annual owner's certification.

Section 20. Severability. If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Ordinance.

Section 21. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 22. No Recourse. No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement contained in this Ordinance, the Funding Loan Agreement, the Note, the Borrower Loan Agreement, the Land Use Restriction Agreement, or the Tax Agreements (collectively, the "**City Agreements**") against any past, present or future officer, member or employee of the City; or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the City Agreements and the issuance of the Note.

Section 23. No Impairment. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the holders of the Funding Loan and the Note to receive payment of the principal of, prepayment premium, if any, or interest on the Note or to impair the security for the Funding Loan Agreement and the Note; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision under the Municipal Code. Section 2-45-110 and Section 2-45-115(A) – (F) and Section 2-45-115(H) – (V) of the Municipal Code shall not apply to the Project or the Property; provided, however, that if the City Funds includes funds from the Affordable Housing Opportunity Fund defined in Section 2-45-115(G) of the Municipal Code, then notwithstanding Section 2-45-115(B) of the Municipal Code, the Project, including the related affordability restrictions imposed by the Additional Financing, qualifies as “affordable housing” for purposes of Section 2-45-115(G) of the Municipal Code.

Section 24. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage.

Exhibits “A”, “B”, “C”, “D” and “E” referred to in this Ordinance read as follows:

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CHICAGO June 12, 2019

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a substitute ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a Redevelopment Agreement, to enter into and execute a Loan Agreement and to approve the issuance of a City of Chicago Multi-Family Housing Revenue Note (Paseo Boricua Project), Series 2019 for Paseo Boricua Arts, LLC.

O2019-3428

Amount of Note: \$6,000,000

Amount of Loan: \$4,194,696

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Substitute Ordinance Transmitted Herewith.

This recommendation was concurred in by _____ (a viva voce vote of members of the committee with _____ dissenting vote(s).

Respectfully submitted

(signed) *Sesto Dagumade*

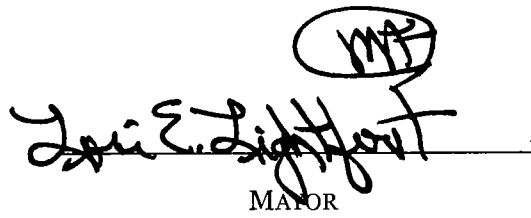
Chairman

APPROVED


CORPORATION COUNSEL

DATED: 6/19/19

APPROVED


MAYOR

DATED: 6/19/19