

Bill No. 2081-05

No. 37-05-OR

AN ORDINANCE

An Ordinance of the County Council, County of Allegheny, Pennsylvania ("County"), authorizing the incurrence of lease rental debt in an aggregate amount not to exceed Four Million Four Hundred and Fifty Thousand Dollars (\$4,450,000) and execution of a Supporting Agreement with and among the Sports & Exhibition Authority of Pittsburgh and Allegheny County ("Authority"), as successor to the Public Auditorium Authority of Pittsburgh and Allegheny County, and the City of Pittsburgh ("City").

An Ordinance of the County of Allegheny, Pennsylvania (the "County") (1) authorizing the incurrence of lease rental debt in an aggregate principal amount not to exceed Four Million Four Hundred and Fifty Thousand Dollars (\$4,450,000) by entering into a Supporting Agreement (the "2005 Supporting Agreement") with the Sports & Exhibition Authority of Pittsburgh and Allegheny County (the "Authority") and the City of Pittsburgh ("City"); (2) determining that such lease rental debt shall be evidenced by the 2005 Supporting Agreement by which the County agrees to pay one-half of the debt service on the Sports & Exhibition Authority of Pittsburgh and Allegheny County Auditorium Bonds, Refunding Series A of 2005 to be issued by the Authority in an aggregate principal amount of up to Eight Million, Nine Hundred Thousand Dollars (\$8,900,000); (3) authorizing and directing the proper officers of the County (a) to prepare, to certify and to file the debt statement and borrowing base certificate required by Section 8110 of the Pennsylvania Local Government Unit Debt Act, the Act of December 19, 1996, P.L. 1158, No. 177 as amended (the "Debt Act"); and (b) to execute, to attest and to deliver, as appropriate, the 2005 Supporting Agreement among the City, the County and said Authority; (4) approving the form of said 2005 Supporting Agreement; (5) specifying the maximum amounts of the supporting obligation of the County pursuant to said 2005 Supporting Agreement and the sources of payment of such supporting obligation and pledging the full faith, credit and taxing power of the County in support thereof; (6) providing for proper officers of the County to take all other required, necessary or desirable related action in connection with said project and said 2005 Supporting Agreement; (7) providing for the effectiveness of this Ordinance; (8) providing for the severability of provisions of this Ordinance; (9) and providing for repeal of all inconsistent ordinances or resolutions or parts of ordinances or resolutions.

Whereas, the Authority has previously issued its Auditorium Bonds, Series of 1999 (the "1999 Auditorium Bonds") in order to provide funds for certain Mellon Arena improvements and to refinance other outstanding debt related to Mellon Arena; the payment of the debt service on which has been guaranteed one-half by the City and one-half by the County; and

Whereas, pursuant to a Supporting Agreement ("the 1999 Supporting Agreement") among the predecessor Authority, the County and the City, the County and the City each unconditionally agreed to pay one-half of the required debt service payments on the 1999 Auditorium Bonds as and when due; and

Whereas, in January 2005, the Authority issued its Regional Asset District Sales Tax Revenue Bonds, Refunding Series of 2005 to refinance a portion of the 1999 Auditorium Bonds to obtain upfront savings for operational costs of the David L. Lawrence Convention Center; and

Whereas, the Authority desires to issue its Sports & Exhibition Authority of Pittsburgh and Allegheny County Auditorium Bonds, Refunding Series A of 2005 (the "2005 Bonds") to refund the remaining 1999 Auditorium Bonds to obtain upfront savings for use in paying interest in calendar year 2005 on existing bank loans and other costs and expenses of the David L. Lawrence Convention Center; and

Whereas, the Authority seeks to enter into a new Supporting Agreement (hereinafter the "2005 Supporting Agreement") under essentially the same terms as the 1999 Supporting Agreement with the County and the City in which the County and the City will each unconditionally agree to pay one-half of the required debt service payments on the 2005 Bonds as and when due; provided that the total debt service to be paid in each year with respect to the 2005 Bonds shall not exceed the total debt service with respect to each corresponding year with respect to the currently outstanding 1999 Auditorium Bonds; and

Whereas, by entering into the 2005 Supporting Agreement with regard to the 2005 Bonds, the County will be incurring lease rental debt pursuant to the Local Government Unit Debt Act, the Act of December 19, 1996, P.L. 1158, No. 177 as amended (the "Debt Act"); and

Whereas, the County desires to authorize the following in order to accomplish these purposes:

The Council of Allegheny County hereby enacts as follows:

SECTION 1. *Authorize the Incurrence of Lease Rental Debt in an amount Not to Exceed \$4,450,000.*

1. The County hereby determines to incur lease rental debt in the aggregate principal amount of up to \$4,450,000 (representing one-half (1/2) of the aggregate principal amount of the 2005 Bonds), to be issued in the aggregate principal amount of up to \$8,900,000 for the purpose of assisting the Authority in refunding its 1999 Auditorium Bonds by entering into the Supporting Agreement with regard to the 2005 Bonds (the "2005 Supporting Agreement"); provided, however, that the total debt service in each year with respect to the 2005 Bonds will not exceed the total debt service with respect to each corresponding year with respect to the currently outstanding 1999 Bonds. The County also determines that the remaining realistic estimated useful life of the facilities financed with the proceeds of the 1999 Auditorium Bonds is not less than 15 years.

The County further determines that the purpose of assisting the Authority in refunding the remaining portion of the 1999 Auditorium Bonds under Section 8241 of the Debt Act is to adjust lease rental debt to reduce total debt service over the life of the series.

The County directs the Authority to cause the full redemption of the outstanding 1999 Auditorium Bonds on or after September 1, 2005 or on such other dates as the Authority hereafter designates.

2. The debt service on such debt shall be an amount not-to-exceed one-half of the Not-to Exceed Aggregate Debt Service, as set forth on Exhibit "A", attached hereto and made a part hereof, representing one-half of the debt service on the 2005 Bonds and shall be secured by, inter alia, the support obligations of the County pursuant to the 2005 Supporting Agreement.

3. The County Controller and the County Manager or other proper officers of the County are hereby authorized and directed to prepare, to certify and to file the debt statement and the borrowing base certificate required by Section 8110 of the Debt Act, on behalf of the County.

4. The County Controller and County Manager or other proper officers of the County are authorized and directed to make application to the Department of Community and Economic Development of the Commonwealth of Pennsylvania (the "Department") for approval with respect to the 2005 Supporting Agreement, as required by Section 8111(b) of the Debt Act; and, in connection with such application, the County shall pay or shall cause to be paid to the Department the filing fee as required by Section 8203 of the Debt Act, the payment of which filing fee is authorized and approved.

Such officers of the County are authorized to take other required, necessary and/or appropriate action including, if necessary and/or appropriate, the preparation and filing of any statements required by the Debt Act that are necessary to qualify any portion of the debt of the County, if any, that is subject to exclusion from the appropriate debt limits of the County for exclusion from the appropriate debt limits.

5. The proper officers of the County are authorized and directed to execute all documents and to do all other acts as may be necessary and proper to carry out the intent and purpose of this Ordinance and the undertakings of the County under the 2005 Supporting Agreement as authorized by SECTION 2 of this Ordinance.

6. Reference in this Ordinance to specified officers of the County shall include and shall be construed to include, if and as applicable, their respective successors in office.

7. This Ordinance shall become effective in accordance with provisions of the Debt Act.

SECTION 2. Authorize Execution of a 2005 Supporting Agreement

1. The County shall enter into a 2005 Supporting Agreement, substantially in the form attached to this Ordinance as Exhibit "B", with the Authority under the terms and

provisions of which the County shall provide unconditionally for the benefit of registered owners, from time to time, of the 2005 Bonds, full and prompt payment of one-half of the debt service on the Bonds, as such shall be due and payable with respect to the 2005 Bonds. The 2005 Supporting Agreement shall be for the life of the 2005 Bonds and shall set forth terms, conditions, provisions, covenants and agreements to be observed by the County and the Authority.

2. The County shall covenant and agree in the 2005 Supporting Agreement and does hereby covenant and agree with the registered owners, from time to time, of the 2005 Bonds and with the Authority, that the County: (i) shall include the amounts payable in respect of its support for one-half of the debt service on the 2005 Bonds as set forth in Exhibit "A" as the 50% Not-to-Exceed County of Allegheny Debt Service Obligation pursuant to the 2005 Supporting Agreement for each fiscal year in which such sums are payable in its budget for that year; (ii) shall appropriate such amounts from its tax and other general revenues for the payment of such amounts; and (iii) shall duly and punctually pay or cause to be paid from any of its revenues or funds the amounts payable in respect of such amounts, on the dates and at the places and in the manner stated in the 2005 Supporting Agreement according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment in respect of such amounts, the County shall and does pledge its full faith, credit and taxing power. This covenant shall be enforceable specifically.

3. The 2005 Supporting Agreement shall not be effective until and unless it is also executed and delivered by the appropriate officers of the City. The 2005 Supporting Agreement shall be substantially in the form presented to this meeting, which form is approved with such changes, if any, as may be approved by the County Solicitor; and a copy of the 2005 Supporting Agreement, in the form so presented at this meeting and so approved, shall be filed with the County Manager and shall be made available for inspection at reasonable times by interested persons requesting such inspection.

4. The County Manager is authorized and directed to execute, to attest and to deliver the 2005 Supporting Agreement, on behalf of the County, substantially in the form attached herein as Exhibit "B"; subject, however, to applicable provisions of the Debt Act.

5. The supporting obligations of the County as set forth in the 2005 Supporting Agreement in the form incorporated herein as Exhibit "B" shall be payable, if and as necessary, assuming the maximum debt service requirement on the outstanding 2005 Bonds as set forth in Exhibit "A", which is attached hereto and made part hereof, subject, however, to the limitations set forth in Section 1 herein.

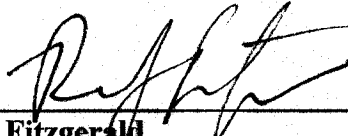
6. The supporting obligations of the County, as set forth in the 2005 Supporting Agreement in the form attached herein as Exhibit "B" shall be payable from the tax and other general revenues of the County.

SECTION 3. Severability. *If any provision of this Ordinance shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Ordinance which shall be in full force and effect.*

SECTION 4. Repealer. Any Resolution or Ordinance or part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Ordinance.

Enacted in Council, this 30th day of August, 2005.

Council Agenda No. 2081-05

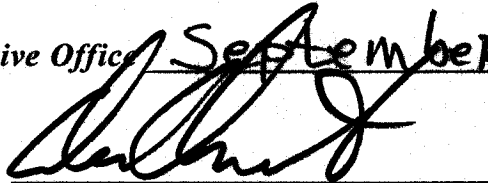


Rich Fitzgerald
President of Council

Attest: John Mascio
John Mascio
Chief Clerk of Council

Chief Executive Office September 2, 2005

Approved



Dan Onorato
Chief Executive

Attest:

Donna Bletz
Donna Bletz
Executive Assistant

Exhibit "A"

Sports & Exhibition Authority of Pittsburgh and Allegheny County Auditorium Bonds, Refunding Series A of 2005 Not-to-Exceed Aggregate Debt Service
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FYE 12/31	Not-to-Exceed Aggregate Debt Service	50.00% Not-to-Exceed City of Pittsburgh Debt Service Obligation	50.00% Not-to-Exceed County of Allegheny Debt Service Obligation
2005	1,235,458.75	617,729.38	617,729.38
2006	1,446,755.00	723,377.50	723,377.50
2007	1,968,100.00	984,050.00	984,050.00
2008	519,600.00	259,800.00	259,800.00
2009	514,350.00	257,175.00	257,175.00
2010	508,285.00	254,142.50	254,142.50
2011	511,385.00	255,692.50	255,692.50
2012	518,100.00	259,050.00	259,050.00
2013	538,120.00	269,060.00	269,060.00
2014	540,570.00	270,285.00	270,285.00
2015	531,210.00	265,605.00	265,605.00
2016	540,560.00	270,280.00	270,280.00
2017	257,672.50	128,836.25	128,836.25
2018	<u>259,332.50</u>	<u>129,666.25</u>	<u>129,666.25</u>
Total	9,889,498.75	4,944,749.38	4,944,749.38

EXHIBIT "B"

DRAFT

SUPPORTING AGREEMENT AMONG THE SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY (THE "AUTHORITY") AS SUCCESSOR TO THE PUBLIC AUDITORIUM AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, THE CITY OF PITTSBURGH AND THE COUNTY OF ALLEGHENY RELATING TO THE AUTHORITY'S AUDITORIUM BONDS, REFUNDING SERIES A OF 2005

This Agreement dated as of _____ August __, 2005 by and among the SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY as successor to the PUBLIC AUDITORIUM AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY (the "Authority"), a public body corporate and politic, exercising public powers of the Commonwealth of Pennsylvania (the "Commonwealth") as an agency thereof duly organized and validly existing under the provisions of the Sports & Exhibition Authority Act of the Commonwealth of Pennsylvania, (P.L. 616, Act of October 30, 2000), as amended, having been duly organized by the City of Pittsburgh, Pennsylvania (the "City"), and County of Allegheny, Pennsylvania (the "County"), the City and the County,

WITNESSETH

WHEREAS, the Authority was organized by the City and County (the "Incorporating Municipalities") pursuant to the Act for the purpose of acquiring, holding, constructing, improving, maintaining and operating, owning, or leasing, either in the capacity of lessor or lessee, public auditoriums; and

WHEREAS, the Authority, has previously issued its Auditorium Bonds, Series of 1999 (the "1999 Bonds") in order to provide funds for certain Mellon Arena improvements and to refinance other outstanding debt related to Mellon Arena, the payment of the debt service on which has been guaranteed one-half by the City and one-half by the County; and

WHEREAS, pursuant to a Supporting Agreement (the "1999 Supporting Agreement") among the Authority, the County and the City, the County and the City each unconditionally agreed to pay one-half of the required debt service payments on the 1999 Bonds as and when due; and

WHEREAS, in January 2005, the Authority issued its Regional Asset District Sales Tax Revenue Bonds, Refunding Series of 2005 to refinance a portion of the 1999 Bonds to obtain upfront savings for operational costs of the David L. Lawrence Convention Center; and

WHEREAS, the Authority desires to issue its Auditorium Bonds, Refunding Series A of 2005 (the "2005 Bonds") to refund the remaining 1999 Bonds to obtain upfront savings for use in paying interest in calendar year 2005 on existing bank loans and other costs and expenses of the David L. Lawrence Convention Center (the "Project"); and

WHEREAS, the Authority seeks to enter into a new Supporting Agreement under essentially the same terms as the 1999 Supporting Agreement with the County and the City in which the County and the City will each unconditionally agreed to pay one-half of the required debt service payments on the 2005 Bonds; and

WHEREAS, the Incorporating Municipalities have reviewed the Project and determined that the Project is appropriate to fulfill the public need; and

WHEREAS, in order to obtain the funds necessary to undertake the Project, the Authority will issue the 2005 Bonds in the aggregate principal amount not to exceed Eight Million, Nine Hundred Thousand Dollars (\$8,900,000); and

WHEREAS, the Incorporating Municipalities desire to make grants semi-annually from revenues to provide for the debt service on and other amounts payable with respect to the 2005 Bonds to the Trustee for such payment, and the Incorporating Municipalities desire to enter into this Supporting Agreement to provide for the semi-annual grants; and

WHEREAS, by its resolution adopted _____, 2005, the Authority has authorized the issuance of the 2005 Bonds; and

WHEREAS, concurrently with the execution and delivery of this Agreement and upon issuance of the 2005 Bonds, the Authority will enter into a Trust Indenture dated as of September 1, 2005 (the "Indenture") with J.P. Morgan Trust Company, National Association, as Trustee (the "Trustee"); and

WHEREAS, the Indenture requires that the Authority deliver to the Trustee, as a condition precedent to the authentication by the Trustee of the 2005 Bonds, an executed counterpart of this Supporting Agreement, together with an assignment by the Authority to the Trustee of this Supporting Agreement and the moneys payable hereunder; and

WHEREAS, the Authority and the Incorporating Municipalities believe that this Supporting Agreement between the Authority and the Incorporating Municipalities is desirable in order to enable the Authority to carry out the purposes for which it was created.

NOW, THEREFORE, the parties hereto in consideration of the agreements, covenants and conditions herein contained, and intending to be legally bound, covenant and agree as follows:

SECTION 1. The Incorporating Municipalities hereby agree to the issuance of the 2005 Bonds and each Incorporating Municipality severally covenants and agrees to pay to the Authority, or its assigns, and each grants hereunder an amount in each year equal to one-half of the annual debt service requirements on the 2005 Bonds in such amounts as are then due and payable on each day immediately preceding each day when any payment of principal or interest is due, whether at maturity or upon earlier redemption, on the 2005 Bonds to the extent other funds are not available to the Trustee for such payment. The obligation of each

Incorporating Municipality is individual and separate as to its proportionate share; neither Incorporating Municipality shall be obligated hereunder to pay any portion of the other Incorporating Municipality's obligation hereunder.

SECTION 2. It is understood and agreed that the annual payments, contributions or grants to be made by each of the Incorporating Municipalities shall be payable out of their respective revenues including taxes and other general revenues and on the dates and at the places and in the manner specified herein and that the Incorporating Municipalities shall include each such amount in their respective budgets for the year in which such amount is payable and shall appropriate and pay such amount when due, subject to any other funds being available to the Trustee for such payment. For the purposes of such budgeting, appropriation and payment, the Incorporating Municipalities hereby respectively pledge their full faith, credit and taxing power, as authorized by City Resolution enacted August __, 2005 and approved by the Mayor on August __, 2005 and by County Ordinance enacted August __, 2005 and approved by the County's Chief Executive on August __, 2005.

SECTION 3. The debt service on the Bonds payable by each of the Incorporating Municipalities is an amount equal to up to one-half (1/2) of the amounts set forth as Not-to-Exceed Aggregate Debt Service in Exhibit "A", attached hereto and made a part hereof, subject to any other funds available to the Trustee for such payment.

SECTION 4. It is understood and agreed that the annual amounts payable hereunder, net of available funds, shall continue to be payable at the times and in the amounts herein specified, irrespective of whether or not any or all of the property financed or refinanced with the proceeds of the Bonds shall have been wholly or partially destroyed, and irrespective of the taking of such property or any portion thereof by condemnation or otherwise, the lawful or unlawful prohibition of the Authority's use thereof, the interference with such use by any public or private person or corporation, the sale or lease of such property or any eviction by paramount title, and that this Agreement shall not terminate prior to the expiration of the term of the 2005 Bonds; nor shall there be any abatement of or redemption of any annual payment, for any cause whatsoever whether similar or dissimilar to any of the foregoing any present or future law to the contrary notwithstanding, as long as the 2005 Bonds are outstanding. The covenants of the Incorporating Municipalities to pay the annual payments are and shall be deemed separate and independent covenants, and the Incorporating Municipalities shall have no right of set-off, recoupment or counterclaim against the Authority or the Trustee or assignee of the Authority.

SECTION 5. The Authority covenants and agrees that it will use the proceeds received from the sale of the 2005 Bonds solely for the Project and according to all provisions of the Indenture and applicable law.

SECTION 6. It is understood and agreed that the Authority will assign to the Trustee all its right, title and interest in and to this Supporting Agreement, and the Incorporating Municipalities hereby consent to such assignment and agree to pay or cause to be paid all annual payments hereunder to the Trustee in accordance with such assignment. The Incorporating Municipalities agree to cooperate with and assist

the Authority in complying with any reporting requirements of the insurer of the 2005 Bonds, if any, and in complying with Securities and Exchange Commission Rule 15c2-12(17 C.F.R. § 240.15c2-12).

SECTION 7. The Authority expects to receive certain payments (as described in paragraph A of the section titled "Release of Lemieux Group from Obligations Relating to the 1994 Bonds, etc.") from the Lemieux Group, L.P., a Pennsylvania limited partnership d/b/a the "Pittsburgh Penguins" pursuant to a First Amendment to Development and Repayment Agreement dated as of September 1, 1999 among the Authority, the Lemieux Group L.P. and SMG Pittsburgh, L.P. The Authority agrees to transfer or cause to be transferred any such payments made by the Lemieux Group, L.P., one-half (1/2) to the City and one-half (1/2) to the County.

SECTION 8. This Agreement shall take effect immediately upon its execution and delivery by all parties hereto and shall continue until the Authority shall have paid, or shall have caused to be paid to the Trustee sufficient funds (otherwise unencumbered) to pay all principal and interest and expenses of redemption (if any) upon its 2005 Bonds.

SECTION 9. It is understood and agreed that the obligation of each of the Incorporating Municipalities to make payments hereunder shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Authority of any obligation to it whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to it by the Authority.

SECTION 10. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties, as the case may be, to the full extent permitted by law.

SECTION 11. The laws of the Commonwealth of Pennsylvania shall govern the construction of this Agreement.

SECTION 12. This Agreement has been authorized on the part of the Authority by Resolution of its Board duly adopted at a meeting held on _____, 2005.

SECTION 13. This Agreement has been authorized on the part of the City of Pittsburgh by Resolution duly adopted by City Council on August ___, 2005, and approved by the Mayor on August ___, 2005.

SECTION 14. This Agreement has been authorized on the part of the County of Allegheny by Ordinance of its County Council duly enacted at a meeting held on

August ____, 2005 and approved by the County's Chief Executive on August ____, 2005.

WITNESS the due execution hereof as of the day and year first above written.

ATTEST:

SPORTS & EXHIBITION AUTHORITY OF
PITTSBURGH AND ALLEGHENY COUNTY

Secretary

Chairman

ATTEST:

CITY OF PITTSBURGH

City Clerk

By: _____
Tom Murphy, Mayor

Approved as to form: _____
City Solicitor

Approved as to form: _____
City Controller

ATTEST:

COUNTY OF ALLEGHENY

County Manager

Approved as to form: _____
Assistant County Manager

Approved as to form: _____
County Solicitor

Approved as to form: _____
County Controller

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2005, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the chairman of the Sports & Exhibition Authority of Pittsburgh and Allegheny County, and that he as such Chairman being authorized to do so executed the foregoing Agreement dated as of _____ for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2005, before me, a Notary Public, the undersigned officer, personally appeared Tom Murphy, who acknowledged himself to be the Mayor of the City of Pittsburgh, and that he as such officer being authorized to do so executed the foregoing Agreement dated as of _____ for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2005, before me, a Notary Public, the undersigned officer, personally appeared Jim Flynn, who acknowledged himself to be the County Manager for the County of Allegheny, and that he as such officer being authorized to do so executed the foregoing Agreement dated as of _____ for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires:

CERTIFICATE

I, the undersigned, the Chief Clerk of the Allegheny County Council, hereby certify that the foregoing attached is a true copy of an Ordinance which was duly adopted by the affirmative vote of a majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; that the vote upon said Ordinance was called and duly recorded upon the minutes of the Governing Body; and that the members of the Governing Body voted in the manner following:

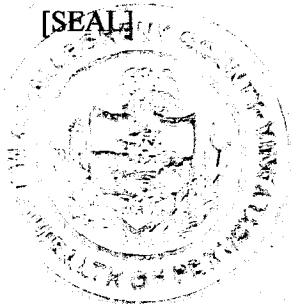
	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Joan Cleary	X			
John P. DeFazio				X
Dave Fawcett				X
Ronald L. Francis, Jr	X			
Brenda Frazier	X			
Vincent Gastgeb	X			
C.L. Jabbour	X			
Edward J. Kress	X			
Charles J. Martoni, Ph.D.	X			
Richard Nerone	X			
Doug Price	X			
Jan Rea		X		
William Russell Robinson	X			
Eileen Watt		X		
Rich Fitzgerald	X			

WITNESS my hand and seal of the County of Allegheny this 2nd day of September 2005

COUNTY OF ALLEGHENY

John Mascio
Chief Clerk of Council

[SEAL]



Summary of Legislation


There is outstanding \$7,715,000, principal amount, Public Auditorium Authority (now known as the Sports & Exhibition Authority) Auditorium Bonds, Series of 1999. In today's market, a refunding of these bonds could provide approximately \$400,000 savings (net) that could help cover 2005 operating costs and expenses of the David L. Lawrence Convention Center.

The 1999 Bonds were guaranteed 50/50 by the County and the City. The refunding bonds would also be guaranteed 50/50 by the County and the City. The obligations of the County will not increase- the total debt (principal and interest) for which the County will be responsible with respect to the refunding bonds will not be, in any year or in total, greater than what it is currently responsible for with respect to the 1999 Bonds.

The attached resolution authorizes a Support Agreement necessary for the refunding bonds and other actions required by the Local Government Unit Debt Act.

MEMORANDUM
OFFICE OF THE COUNTY MANAGER

TO: John Mascio
Chief Clerk

FROM: James M. Flynn, Jr. 
County Manager

DATE: July 7, 2005

RE: Proposed Ordinance

Attached is an Ordinance authorizing execution of an Supporting Agreement with the Sports & Exhibition Authority of Pittsburgh and Allegheny County ("Authority"), as successor to the Public Auditorium Authority of Pittsburgh and Allegheny County, and the City of Pittsburgh ("City").

The Allegheny County Law Department has reviewed this legislation prior to submitting it to Council.

Please place this on the next agenda for County Council approval.

Thank you.



County of Allegheny

OFFICE OF THE COUNTY MANAGER

JAMES M. FLYNN, JR.
COUNTY MANAGER

KATHLEEN K. MCKENZIE
DEPUTY COUNTY MANAGER

TO: John R. Mascio, Chief Clerk
County Council

FROM: James M. Flynn, Jr.
County Manager

A handwritten signature in black ink, appearing to be 'JA'.

DATE: August 19, 2005

RE: Legal Opinion—Bill 2081-05

Per your request, attached please find an opinion from the Allegheny County Law Department related to Bill 2081-05.

ATTACHMENT





MICHAEL H. WOJCIK
County Solicitor

DEPARTMENT OF LAW

County of Allegheny

300 FORT PITT COMMONS BLDG.
445 FORT PITT BLVD.
PITTSBURGH, PA 15219-1327
PHONE (412) 350-1120 - FAX (412) 350-1174

TO: James M. Flynn, Jr.
County Manager

FROM: Michael H. Wojcik 
County Solicitor

DATE: August 18, 2005

RE: Bill No. 2081-05

Pursuant to your request we have reviewed the amended Bill 2081-05 that bond counsel for the Sports and Exhibition Authority recently submitted and compared to the original that was introduced in Council on July 12, 2005. It is the opinion of the Law Department that the revisions embodied by the amended Bill 2081-05 are mere clerical modifications and are not substantive in nature. Consequently, we believe that there is no need, under Council's rules, to formally amend Bill 2081-05.

If you have any questions, please feel free to contact me.

**GROGAN
GRAFFAM**

A PROFESSIONAL CORPORATION

July 29, 2005

Ronald J. Brown

Phone: 412-553-6343

Fax: 412-553-6701

E-mail: rbrown@grogangraffam.com

VIA HAND DELIVERY

Michael H. Wojcik, Esquire
Solicitor, Allegheny County
300 Fort Pitt Commons Building
445 Fort Pitt Blvd.
Pittsburgh, PA 15219

RE: Sports & Exhibition Authority of Pittsburgh and Allegheny County, Auditorium Bonds,
Refunding Series A of 2005
Our File: 74190-00003

Dear Mike:

We are serving as Bond Counsel to the Sports & Exhibition Authority of Pittsburgh and Allegheny County ("SEA") in connection with the anticipated issuance of their Auditorium Bonds, Refunding Series A of 2005. In accordance with the requirements of the Chief Clerk of Council, we have previously submitted to County Council with a copy to your attention a draft Ordinance authorizing Allegheny County to enter into a Supporting Agreement which would constitute lease rental debt of the County not to exceed \$4,450,000 in support of one-half of the debt service on the new SEA 2005 Bonds. The draft Ordinance was submitted by July 7, 2005, in sufficient time to be given a first reading before County Council on July 12, 2005. It is our understanding that this Ordinance has been referred to Council's Budget and Finance Committee and will be considered by the Committee at its August 23, 2005 meeting with final reading and vote before County Council no later than August 30, 2005.

The purpose of this letter is to request that the enclosed revised Ordinance together with exhibits including the draft Supporting Agreement be substituted for the form of the Ordinance previously submitted on July 7th regarding the same subject. We do not see any substantive changes in the enclosed draft of the Ordinance as compared to the draft previously submitted. The proposed changes are in form only and in clarification of the contents of the Ordinance and have been inserted to enable this Ordinance to conform with the corresponding Resolution being submitted to the City of Pittsburgh requesting the City's incurrence of lease rental debt through the approval of the Supporting Agreement with the County and the SEA.

We have enclosed a clean copy of the proposed Ordinance as well as a redlined copy to direct you to the language in this draft of the Ordinance which differs from a previous draft. Again, we

GROGAN GRAFFAM, P.C.

FOUR GATEWAY CENTER, 12TH FLOOR, PITTSBURGH, PA 15222
412-553-6300 FAX: 412-642-2601 www.grogangraffam.com

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ATTORNEYS

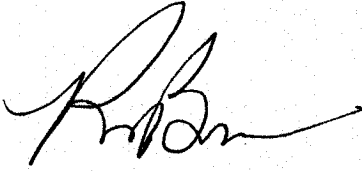
Michael H. Wojcik, Esquire
07/29/05
Page 2

do not see an substantive changes but merely changes in form from this draft to the previous draft of the Ordinance.

Please feel free to call me at (412) 553-6343 if you have any questions concerning this revised form of Ordinance.

Very truly yours,

Grogan Graffam, P.C.



Ronald J. Brown

RJB/jlm

Enclosures

cc: John Mascio, Chief Clerk of Council (w/ enclosures via hand delivery)
Mary Conturo, Executive Director, Sports & Exhibition Authority (w/ enclosures via email)
Jason DiMartini, Managing Director, PNC Capital Markets (w/ enclosures via email)
R. Darryl Ponton, Esquire (w/ enclosures via email)
Wayne D. Gerhold, Esquire (w/ enclosures via email)
George H. Craig, Esquire (w/ enclosures via email)

COUNTY OF ALLEGHENY
Pennsylvania

APPLICATION FOR APPROVAL

**In the Matter of the Proposed Incurrence of Lease Rental
Debt in Accordance with the Provisions of the Local
Government Unit Debt Act**

To

**DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
ROOM 537-538, FORUM BUILDING
HARRISBURG, PENNSYLVANIA 17120**

**PROPOSED LEASE RENTAL DEBT IN THE PRINCIPAL SUM NOT TO EXCEED
\$4,450,000**

Relating to

**Sports & Exhibition Authority of Pittsburgh and Allegheny County
Auditorium Bonds, Refunding Series A of 2005**

I, the undersigned duly authorized officer of the County of Allegheny, herewith makes application pursuant to Section 8111 of the Local Government Unit Debt Act for approval of the incurring of the above-mentioned lease rental debt.

This debt will be incurred by the County of Allegheny (the "County") as Lease Rental Debt through execution and delivery of a "2005 Supporting Agreement" among the Sports & Exhibition Authority of Pittsburgh and Allegheny County (the "Authority"), the City of Pittsburgh and the County of Allegheny relating to the Authority's Auditorium Bonds, Refunding Series A of 2005.

The complete transcript of the proceedings which are herewith submitted in support of the Application for Approval consist of the following (to the extent that any of the following items is a copy, each such item is hereby certified to be a true and correct copy of the original):

1. Notice of Public Meeting of County Council of Allegheny County for consideration of ordinance authorizing issuance of such debt (Exhibit A).
2. Proof of Publication of notice of consideration of ordinance authorizing issuance of such debt (Exhibit B).
3. Certified Ordinance authorizing the issuance of such debt (Exhibit C).
4. Notice of Final Enactment by the County Council of Allegheny County of the ordinance authorizing issuance of such debt (Exhibit D).
5. Proof of Publication of Notice of Final Enactment of ordinance authorizing issuance of such debt (Exhibit E).
6. Certified debt statement and borrowing base certificate (Exhibit F).
7. Copy of the 2005 Supporting Agreement (Exhibit G).
8. Filing Fee in the amount of \$ _____.

One set of the enclosed proceedings is intended to be maintained with the records of the Department, all others, with the Certificate of Approval of the Secretary attached, should be returned to the Authority in the care of its Bond Counsel – Grogan Graffam, P.C., Four Gateway Center, 12th Floor, Pittsburgh, Pennsylvania 15222, Attn: Ron Brown, Esquire. Any questions concerning these proceedings should likewise be brought to the attention of Bond Counsel, at (412) 553-6343, email address: rbrown@grogangraffam.com.

[The Remainder of this Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, I, the undersigned, Chief Clerk, of the County of Allegheny, Pennsylvania, have hereunto set my hand and affix the seal of the County of Allegheny this 2nd day of September, 2005.

COUNTY OF ALLEGHENY

By: John Mascio
Chief Clerk

[SEAL]