Legislation Details (With Text)

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Title:	Resolution to authorize and direct the incurring of Non-Electoral Debt through the issuance of a series of General Obligation Bonds or Notes of the City of Pittsburgh, in the maximum aggregate principal amount of forty million dollars ($40,000,000). (Post Agenda held 7/23/18; Public Hearing held 7/30/18)		
Sponsors:			
Indexes:	BOND		
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Attachments:	1. 2018-0730 VERSION 3, 2. 2018-0730 VERSION 2, 3. 2018-0730, 4. Summary 2018-0730, 5. 2018-0730 VERSION 3		

Date	Ver.	Action By	Action	Result
7/31/2018	3	Mayor	Signed by the Mayor	
7/31/2018	3	City Council	AMENDED	Pass
7/31/2018	3	City Council	Passed Finally, As Amended	Pass
7/31/2018	3	City Council	RECOMMITTED	Fail
7/30/2018	2	Committee on Hearings	Public Hearing Held	
7/25/2018	2	Standing Committee	Affirmatively Recommended as Amended	Pass
7/25/2018	2	Standing Committee	AMENDED	Pass
7/23/2018	2	Committee on Hearings	Post Agenda Held	
7/17/2018	1	City Council	Held for Cablecast Public Hearing	
7/17/2018	1	City Council	Held for Cablecast Post Agenda	
7/17/2018	1	City Council	Read and referred	

Resolution to authorize and direct the incurring of Non-Electoral Debt through the issuance of a series of General Obligation Bonds or Notes of the City of Pittsburgh, in the maximum aggregate principal amount of forty million dollars ($40,000,000).
(Post Agenda held 7/23/18; Public Hearing held 7/30/18)

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1.

RESOLUTION TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF ONE OR MORE

SERIES OF GENERAL OBLIGATION BONDS OR NOTES (HEREINAFTER REFERRED TO AS "BONDS") OF THE CITY OF PITTSBURGH, PENNSYLVANIA (THE "LOCAL GOVERNMENT UNIT") IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF FORTY MILLION DOLLARS ($40,000,000) FOR THE PURPOSE OF PROVIDING FUNDS FOR AND TOWARD THE COSTS OF (I) FINANCING A CAPITAL PROJECT WITHIN THE CITY CONSISTING OF THE ACQUISITION OF REAL PROPERTY INCLUDING A BUILDING SITUATE THEREON LOCATED AT 420 BOULEVARD OF THE ALLIES AND RENOVATIONS AND IMPROVEMENTS TO THE BUILDING (THE "CAPITAL PROJECT"), (II) FINANCING CERTAIN CAPITALIZED INTEREST ON THE BONDS, IF DESIRABLE AND (III) ISSUING THE BONDS OR ANY OR ALL OF THE SAME; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE CAPITAL PROJECT; STATING THE ESTIMATED REALISTIC USEFUL LIFE OF THE CAPITAL PROJECT FOR WHICH SAID BONDS ARE ISSUED; DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE LOCAL GOVERNMENT UNIT SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PROVIDING FOR FULLY REGISTERED BONDS, SERIES ISSUANCE DATE OF THE BONDS, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND STATED MAXIMUM PRINCIPAL MATURITY AMOUNTS AND FIXING THE MAXIMUM RATES OF INTEREST ON SUCH BONDS; AUTHORIZING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITORY, PAYING AGENT AND REGISTRAR; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF BONDS; PROVIDING FOR THE EXECUTION, DELIVERY AND AUTHENTICATION OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; APPROVING THE FORM OF THE BONDS; AWARDING SUCH BONDS PURSUANT TO A PRIVATE SALE BY INVITATION AND STATING THAT SUCH SALE IS IN THE BEST FINANCIAL INTEREST OF THE LOCAL GOVERNMENT UNIT; COVENANTING TO ACCEPT A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING, IF REQUIRED BY THE PURCHASER OF THE BONDS, A NOTE PURCHASE AGREEMENT, BOND PURCHASE AGREEMENT, LOAN AGREEMENT OR SIMILAR AGREEMENT WITH RESPECT TO THE BONDS BEING SOLD DIRECTLY TO THE PURCHASER; EXECUTION OF A PURCHASE PROPOSAL; CREATING A SINKING FUND AND APPROPRIATING MAXIMUM ANNUAL AMOUNTS FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; COVENANTING THAT THE PROCEEDS OF THE BONDS SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE BONDS

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TO BE ARBITRAGE BONDS UNDER FEDERAL TAX LAW PROVISIONS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO DO ALL THINGS NECESSARY TO CARRY OUT THIS RESOLUTION; APPOINTING CERTAIN PROFESSIONALS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO PAY ISSUANCE COSTS; MAKING A DECLARATION OF OFFICIAL INTENT THAT THE CITY BE REIMBURSED FROM BOND PROCEEDS FOR CERTAIN EXPENDITURES PAID PRIOR TO THE ISSUANCE OF SUCH BONDS; REPEALING ALL INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND STATING THE EFFECTIVE DATE.

SEE ATTACHMENT

The City Council (the "Governing Body") of the City of Pittsburgh, Pennsylvania (the "Local Government Unit" or the "City"), pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 et seq., as amended (the "Act" or "Debt Act") hereby RESOLVES as follows:

Section 1. Incurrence of Debt; Amount and Purpose of Bonds; Realistic Cost Estimates.

The Governing Body of the Local Government Unit hereby authorizes and directs the incurring of nonelectoral debt in the maximum aggregate principal amount of Forty Million Dollars ($40,000,000) through the issuance of its General Obligation Bonds or Notes (the "Bonds") of the Local Government Unit. The Bonds will be general obligation bonds of the Local Government Unit.

The Bonds are being issued to provide funds (i) to finance the acquisition of certain real property including an existing building situate thereon located at 420 Boulevard of the Allies in the City of Pittsburgh and renovations and improvements thereto, (collectively the "Capital Project"), (ii) to finance certain capitalized interest on the Bonds , if desirable, and (iii) to pay the costs of issuing the Bonds or any or all of the same (collectively the "Project"). Realistic cost estimates have been obtained by the Local Government Unit for the Capital Project through estimates made by qualified persons, as required by Section 8006 of the Act, which show that the cost of the Project is at least $40,000,000.

The Local Government Unit hereby reserves the right to undertake components of the Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Bonds and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay the "costs," as defined in the Act, of the Project described herein.

Section 2. Realistic Estimated Useful Life.

Reasonable estimates of the cost of the Capital Project, which is not less than the principal amount of the indebtedness authorized hereby **and the realistic estimated useful life of the Capital Project** (being **[, ~~on a weighted average,~~]** in excess of fifty (50) years) have been obtained with the assistance of engineers, architects and other persons qualified by experience.

Section 3. Debt Statement and Borrowing Base Certificate.

The Mayor, the President or President Pro-Tempore of the Governing Body, the City Clerk, the Director of Finance and the City Controller of the Local Government Unit or any one of them, and/or any other duly authorized or appointed officer of the Local Government Unit, are hereby authorized and directed to prepare and certify a debt statement required by Section 8110 of the Act and a Borrowing Base Certificate.

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Section 4. Covenant to Pay Bonds.

It is covenanted with the registered owners from time to time of the Bonds that the Local Government Unit shall: (i) include the amount of the debt service for the Bonds for each fiscal year in which the sums are payable in its budget for that year; (ii) appropriate those amounts from its general revenues for the payment of the debt service; and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Bonds at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Local Government Unit pledges its full faith, credit and taxing power. As provided by the Act, this covenant shall be specifically enforceable.

The maximum principal payment amounts by payment date, maximum interest rates, and maximum annual amounts of debt service of the Bonds hereby covenanted to be paid, are as set forth in **Exhibit B** attached to this Resolution and incorporated by reference herein.

Section 5. Definitions; Description of Bonds; Redemption of Bonds.

A. Definitions. For purposes of this Resolution, the following defined terms have the meaning stated below:

"Bonds" shall mean the General Obligation Bonds or Notes issued by the Local Government Unit.

“Designated Officer(s)” means and includes, individually or jointly, the Mayor, Director of Finance and/or the City Clerk of the Local Government Unit (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Local Government Unit authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Act.

“First Interest Payment Date” means that date upon which interest on the Bonds is first payable, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

“Interest Payment Date(s)” means, singularly or jointly, those dates upon which interest on the Bonds is payable, during the term of the Bonds, commencing with the First Interest Payment Date as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

“Mandatory Redemption Date(s)” means those dates on which outstanding Term Bonds, if any, will be mandatorily redeemed by the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

“Maturity Date(s)” means those dates on which the Bonds mature in accordance with their terms, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

“Optional Redemption Date” means the first date on which the outstanding Bonds are permitted to be redeemed, in whole or in part, at the option of the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

“Purchase Price” means 100% of the par amount of the Bonds, as specified in the Purchase Proposal.

“Purchase Proposal” means the written agreement(s), including any addendum thereto (the "Addendum"), for the purchase and sale of the Bonds, including but not limited to a term sheet, commitment letter or similar agreement, to be executed and presented by the Purchaser, and accepted by the act of the Director of Finance of the Local Government Unit, or her designee, pursuant to Section 11 of this Resolution, as the same shall be recommended by the Municipal Advisor.

“Purchaser” means the purchaser of the Bonds per the Purchase Proposal.

“Registered Owner” or “Owner” or any similar term means, when used with respect to a Bond or any Bonds, the person whose name appears in the records of the Paying Agent as such owner.

"Sinking Fund Depository" means a bank or bank and trust company (or wholly owned subsidiary of the same) located and lawfully conducting a bank or trust business in the Commonwealth of Pennsylvania as appointed by the Director of Finance. Said bank shall assume, undertake and perform the duties of the Sinking Fund Depository specified by this Resolution or contained in the

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Act, and shall further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Resolution and the Act and in compliance at all times with then-current industry standards and practices.

"Term Bonds" means those Bonds, if any, stated to mature on a date certain, but which shall be mandatorily redeemed on specified anniversary dates in preceding years, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

B. Description of Bonds. The Bonds shall be in fully registered form without coupons, shall be numbered, shall be in the denomination of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof, shall be dated as of the date of their delivery (the "Series Issuance Date") and shall bear interest from the dates, until maturity or prior redemption, all as set forth in the form of the Bonds attached hereto as **Exhibit A** and made a part hereof, with such changes thereto to be made pursuant to the terms of the Purchase Proposal or Addendum, and as set forth in the Purchase Proposal or Addendum.

The Bonds will bear (or accrue) interest at the rate(s), payable on the appropriate Interest Payment Dates, and will mature on the Maturity Date (or be redeemed, mandatorily, on the appropriate Mandatory Redemption Dates, as provided below) and in the principal amounts (or maturity amounts) set forth in the Purchase Proposal or Addendum.

The Local Government Unit hereby finds and determines that: (1) the Bonds are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of twenty-five (25) years or the useful life of the Capital Project; and (b) an initial stated installment or maturity of principal which has not been deferred beyond the later of two years or one year from the date of expected completion of the Capital Project; and (2) the stated maturities, or principal installments subject to mandatory redemption, of the Bonds have been fixed so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal, or so that debt service on outstanding debt of the same classification will be brought more nearly into an overall level annual debt service plan, under Section 8142(b) of the Debt Act.

C. Redemption of Bonds.

If the Bonds are subject to optional redemption prior to maturity as set forth in the Purchase Proposal or Addendum, the Bonds scheduled to mature on a date after the Optional Redemption Date may be redeemed prior to maturity at the option of the Local Government Unit in whole or in part, on the Optional Redemption Date or on any date thereafter upon payment of the applicable Redemption Price.

Written notice of any Optional Redemption shall be provided by the Local Government Unit as provided for in the Purchase Proposal or Addendum.

If at the time of the mailing of any notice of optional redemption the Local Government Unit shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

Term Bonds (if any) shall be redeemed prior to maturity by the Sinking Fund Depository without further authorization on the appropriate Mandatory Redemption Dates and in the appropriate principal amounts as shall be set forth in the Purchase Proposal or Addendum upon payment of the applicable Redemption Price.

In lieu of redeeming the principal amount of Bonds pursuant to a mandatory sinking fund requirement on a Mandatory Redemption Date, or any portion thereof, the Local Government Unit or the Paying Agent with the approval of the Local Government Unit may apply the moneys required to be deposited in the Sinking Fund (as hereinafter defined) to the purchase of a like amount of Bonds at prices not in excess of the principal amount thereof, provided that the following provisions are met:

(a) no purchase of any Bonds of any later maturity shall be made if any Bonds of any earlier maturity will remain outstanding; and

(b) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and

(c) if Bonds aggregating the amount required to be redeemed cannot be purchased, a principal amount of such

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Bonds equal to the difference between the principal amount required to be redeemed and the amount purchased shall be redeemed as aforesaid.

In the event of purchases of Bonds at less than the principal amount thereof, the balance remaining in the Sinking Fund (as hereinafter defined) representing the difference between the purchase price and the principal amount of Bonds purchased shall be paid to the Local Government Unit.

Section 6. Paying Agent, Sinking Fund Depository and Registrar.

The proper officers of the Local Government Unit are hereby authorized and directed to contract with the Sinking Fund Depository, for its services as sinking fund depository, paying agent and registrar with respect to the Bonds and such Sinking Fund Depository is hereby appointed to act in such capacities with respect to the Bonds.

The principal or redemption price of the Bonds shall be payable upon surrender thereof when due in lawful money of the United States of America at the designated office of the Sinking Fund Depository or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Such payments shall be made to the registered owners of the Bonds so surrendered, as shown on the registration books of the Local Government Unit on the date of payment. Interest on the Bonds shall be paid by check mailed or wired directly to the registered owner of such Bond as shown on the registration books kept by the Paying Agent, as of the close of business on the fifteenth (15th) day of the calendar month (whether or not a business day) immediately preceding the interest payment date in question (the "Regular Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Regular Record Date and prior to such interest payment date.

If the date for payment of the principal or redemption price of, and interest on, the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in each of the cities in which the corporate trust office or payment office of the Paying Agent are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Any corporation or association into which the Paying Agent, or any additional or appointed alternate or successor to it, may be merged or converted or with which it, or any additional or appointed alternate or successor to it, may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation or association to which the Paying Agent, or any additional or appointed alternate or successor to it, sells or otherwise transfers all or substantially all of its corporate trust business shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 7. Registration, Transfer and Exchange of Bonds.

The Local Government Unit shall keep, at the corporate trust and/or payment office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The Governing Body hereby authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the Local Government Unit.

The ownership of each Bond shall be recorded in the registration books of the Local Government Unit, which shall contain such information as is necessary for the proper discharge of the Paying Agent's duties hereunder as Paying Agent, registrar and transfer agent.

The Local Government Unit and the Paying Agent may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and any notice to the contrary shall not be binding upon the Local Government Unit or the Paying Agent.

Section 8. Execution, Delivery and Authentication of Bonds; Disposition of Proceeds.

The Bonds shall be executed by the manual or facsimile signature of the Mayor of the Local Government Unit and shall have the corporate seal of the Local Government Unit or a facsimile thereof affixed thereto, duly attested by the manual or facsimile signature of the Director of Finance or City Clerk of the Local Government Unit, and the said officers are hereby authorized and directed to execute the Bonds in such manner. In case any official of the Local Government Unit whose manual or facsimile signature shall appear on the Bonds shall cease to be such official before the authentication of such Bonds such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes the same as if such official had remained in office until authentication; and any Bond may be signed on behalf of the Local Government Unit, even though at the date of authentication of

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such Bonds such person was not an official. The Director of Finance of the Local Government Unit is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchasers thereof against the full balance of the purchase price therefor.

Upon receipt of the purchase price for the Bonds, the Paying Agent shall deposit the Bonds proceeds in a "2018 Bonds Settlement Account" or similar account (the "Settlement Account"). From the Settlement Account, the Paying Agent shall transfer, deposit or pay, or establish reserves for payment of, the costs and expenses of the financing and transfer, deposit or pay costs of the Project upon written authorization of the Local Government Unit. The proper officers of the Local Government Unit are authorized to direct the Paying Agent to make the transfers or deposits and to pay the issuance costs on behalf of the Local Government Unit from the Settlement Account as set forth in a closing receipt (the "Closing Receipt") duly executed and delivered by an authorized officer of the Local Government Unit on the date of issuance and delivery of the Bonds and the execution and delivery of the Closing Receipt by the Local Government Unit to the Paying Agent shall constitute the authorization and direction by the Local Government Unit to the Paying Agent to pay said issuance costs on behalf of the Local Government Unit.

Section 9. Form of Bonds.

The Bonds shall be executed in substantially the form as set forth in **Exhibit A** hereto, with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Sections 5 and 8 hereof; such execution shall constitute approval by such officers on behalf of the Local Government Unit.

Section 10. Manner of Sale; Award of Bonds; Purchase Price; Range of Interest Rates.

The Governing Body of the Local Government Unit after due deliberation and investigation has found that a private sale by invitation is in the best financial interest of the Local Government Unit and based upon such finding the Governing Body of the Local Government Unit hereby authorizes and directs Bonds to be awarded and sold to the Purchaser, upon the terms set forth in the Purchase Proposal and Addendum, if any, with a term not extending beyond September 1, 2043 and interest rates not exceeding the rates set forth in **Exhibit B** attached hereto.

The Bonds are hereby awarded and sold to the Purchaser at the Purchase Price, in accordance with all the terms of the Purchase Proposal and Addendum, if any, which Addendum, if not otherwise set forth in the Purchase Proposal, will include the specific interest rates, maturity dates and amounts and terms of optional and mandatory redemption, if any. Upon recommendation of the Municipal Advisor, the Addendum, if any, is hereby authorized to be accepted by the Director of Finance on behalf of the Local Government Unit and, upon such acceptance, shall be incorporated by reference into this Debt Ordinance. The Director of Finance, or other appropriate Designated Officers, are authorized and directed to sign the Purchase Proposal and the Addendum, return them to the Purchaser and file copies of the same with the records of the Local Government Unit.

The Designated Officers are hereby authorized and directed to deliver the Bonds to the Sinking Fund Depository for authentication and thereafter to the Purchaser against confirmed receipt of the Purchase Price thereof.

The Local Government Unit hereby authorizes and directs the Municipal Advisor, Bond Counsel, the Purchaser and City Solicitor to undertake and perform all actions on behalf of the Local Government Unit necessary and proper to the expeditious settlement of the sale of the Bonds.

Section 11. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service.

The Designated Officers, or any one of them, are hereby authorized to contract with the Paying Agent to serve as Sinking Fund Depository for the Bonds and to pay any fees for its services as such sinking fund depository. There is hereby established a separate sinking fund for the Bonds (the "2018 Sinking Fund") to be held by the Paying Agent, which is hereby appointed as Sinking Fund Depository (the "Sinking Fund Depository"), in the name of the Local Government Unit. The 2018 Sinking Fund shall be designated as the "Sinking Fund - City of Pittsburgh General Obligation Bonds, Series of 2018." Into the 2018 Sinking Fund the Local Government Unit shall cause to be paid, when and as required, all moneys necessary to pay the debt service on the Bonds, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Bonds and to the principal thereof due prior to or at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

All moneys deposited into the Sinking Fund and all investments and proceeds thereof shall be subject to a perfected security interest for the benefit of the owners of the Bonds. Moneys in the Sinking Fund not required for prompt expenditure may be invested as authorized by law as directed in writing by the Local Government Unit. The Sinking Fund Depository shall return to the Local Government Unit all moneys deposited and held in a Sinking Fund for the payment of Bonds which have not been claimed by the

Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder shall relieve the Local Government Unit of its liability for payment to the Registered Owners of unpresented Bonds.

The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in his appointment and retention, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own negligence or willful misconduct. The Sinking Fund Depository shall be protected and shall incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Local Government Unit full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Resolution and may further make or cause to be made independent investigations, at the expense of the Local Government Unit, concerning its affairs. The Sinking Fund Depository may consult with legal counsel to be selected and employed by it and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the written opinion of such counsel. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Local Government Unit not in derogation of the rights of the Registered Owners of the Bonds.

The Sinking Fund Depository may construe any of the provisions of this Resolution insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Sinking Fund Depository in good faith shall be binding upon the Registered Owners of the Bonds.

The Sinking Fund Depository shall be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other such communications made to and received by the Local Government Unit in connection with the Bonds, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

The Sinking Fund Depository shall serve in such capacity at the will of the Local Government Unit and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Bonds and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor shall be, and remain at all times, acceptable to the Insurer, if any, who shall be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the Local Government Unit and the Registered Owners, specifying the date when such resignation shall take effect, in the manner required for bond redemption notices in Section 5 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor sinking fund depository shall have been appointed by the Local Government Unit as hereinbefore provided, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 12. Advertising.

The action of the officers of the Local Government Unit in advertising a summary of this Resolution is hereby ratified and confirmed. The officers of the Local Government Unit are authorized and directed to advertise a notice of adoption of this Resolution in a newspaper of general circulation of the Local Government Unit within fifteen (15) days after final adoption. The City Clerk is hereby directed to make a copy of this Resolution available for inspection by any citizen during normal office hours.

Section 13. Appointment of Bond Counsel and Financial Advisor.

The Local Government Unit hereby appoints Clark Hill PLC as Bond Counsel for the purpose of rendering any and all necessary opinions with respect to the Bonds and preparing such additional documents as may be necessary. The Local Government Unit hereby appoints MAS Financial Advisory Services LLC and Davenport & Company LLC as Municipal Advisor (Financial Advisor) to the Local Government Unit with respect to the Bonds.

Section 14. Debt Proceedings.

The Director of Finance or the City Clerk of the Local Government Unit are hereby authorized and directed to certify to and

file with the Pennsylvania Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement and borrowing base certificate referred to hereinabove, to prepare and file any statements required by the Act which are necessary to qualify all or any portion of non-electoral or lease rental debt of the Local Government Unit as self-liquidating or subsidized debt, and to pay the filing fees necessary in connection therewith.

Section 15. Tax Covenants and Representations.

The Local Government Unit hereby covenants that:

(i) the Local Government Unit will not take or omit to take any action so as to cause interest on the Bonds to be no longer excluded from gross income for purposes of federal income taxation and will otherwise comply with applicable requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations promulgated thereunder, throughout the term of the Bonds;

(ii) the Local Government Unit will make no use of the proceeds of the Bonds during the term thereof which would cause the Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code;

(iii) if and to the extent the Local Government Unit is required to remit any amounts to the United States pursuant to Code section 148(f) (the "Rebate Amounts") in order to cause the Bonds not to be arbitrage bonds, the Local Government Unit will cause to be remitted such Rebate Amounts at such times and in the manner required by Code section 148(f) and the regulations thereunder. The obligation to remit the Rebate Amounts and to comply with all other requirements of this Section 15 shall survive the defeasance and payment in full of the Bonds; and

(iv) it is a political subdivision of the Commonwealth of Pennsylvania, a home rule municipality and a local governmental unit with general taxing powers.

Section 16. Debt Management Policy.

It is expected that the issuance of the Bonds will be in compliance with the Local Government Unit's Debt Management Policy ("Policy"), as set forth in the Pittsburgh City Code, with the following exceptions. With respect to Section 202.07(a) which reads "the Local Government Unit will limited its tax supported debt service as a percent of General Fund including debt service expenditures to twelve (12.0) percent. With the understanding that as of the date of adoption of the Debt Management Policy, the Local Government Unit exceeds this limit, the Local Government Unit has a goal of reducing this ratio to twelve (12.0) percent by 2019". Section 202.07(e) established the goal of funding at least fifteen (15) percent of capital expenditures not supported by grants or intergovernmental aid from pay-as-you go cash, as measured on a five-year basis. This objective is not projected to be fully achieved based upon current estimates. Pursuant to Chapter 202.06 of the Policy, the Capital Project will be included in the Local Governmental Unit's Five-Year Capital Program starting in 2018. With respect to Section 202.10, the Bonds may be issued as variable rate debt to finance the Capital Project for which the Local Government Unit plans to issue long-term debt.

Section 17. Incidental Actions.

The proper officers of the Local Government Unit are hereby authorized, directed and empowered on behalf of the Local Government Unit to execute any and all agreements, papers and documents, including but not limited to, any documents and certificates required by the Purchase Proposal or Addendum in connection with a direct sale of the Bonds to the Purchaser, including but not limited to a Note Purchase Agreement, Bond Purchase Agreement, Loan Agreement, or similar agreement, and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Resolution.

Section 18. Payment of Issuance Costs.

The proper officers of the Local Government Unit are hereby authorized and directed to pay the costs of issuing the Bonds at the time of delivery of the Bonds to the Purchaser.

Section 19. Official Intent.

It is hereby declared that this Resolution is the form of the official intent of the Local Government Unit, as referred to in Section 1.150-2 of the Treasury Regulations promulgated under the Code and the Local Government Unit so declares its official intent that the Local Government Unit be reimbursed from the proceeds of the Bonds authorized hereby in a maximum principal

amount of $5,250,000 for expenditures for the Capital Project, paid from the facility improvements funds of the Local Government Unit or other available funds or accounts of the Local Government Unit, on or after the date which is sixty (60) days prior to the effective date of this Resolution (except for certain expenditures which are not subject to such time limitation under Treasury Regulation §1.150-2 and other amounts which are not subject to such time limitation); provided that the issuance of the Bonds occurs not later than eighteen (18) months after the latest of (a) the date on which the earliest expenditure subject to Treasury Regulation §1.150-2 is paid, (b) the date on which the Capital Project is placed in service or abandoned, but in no event more than three years after the earliest expenditure is paid, or (c) the date otherwise permitted by the Code or Treasury Regulations promulgated thereunder. The description of the Capital Project and maximum principal amount of the Bonds are set forth above in this Resolution.

Section 20. Inconsistent Resolutions.

All resolutions or parts of resolutions inconsistent herewith be and the same are hereby repealed.

Section 21. Severability.

In case any one or more of the provisions of this Resolution shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution and this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

Section 22. Effective Date.

This Resolution shall become effective on the earliest date permitted by the Act.

CERTIFICATE

I, the undersigned, City Clerk of the City of Pittsburgh, Pennsylvania, Allegheny County, Pennsylvania (the "City") hereby certify that: (a) attached to this Certificate is a true, correct and complete copy of an Resolution (the "Resolution") which was duly adopted at a meeting of the City Council of the City on July 31, 2018, at which a quorum was present and acting throughout, and which was at all times open to the public; (b) the Resolution was duly recorded in the City's Resolution Book; (c) the City met the advance notice requirements of the Pennsylvania Sunshine Act, 65 Pa. Cons. Stat §701 et seq. by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the City Council; and (d) the vote upon the Resolution was called and duly recorded upon the minutes and the members voted in the following manner:

	YES	NO	ABSTAIN	ABSENT
Bruce A. Kraus, President	_____	_____	_____	_____
Rev. Ricky V. Burgess	_____	_____	_____	_____
Anthony Coghill	_____	_____	_____	_____
Deborah Gross	_____	_____	_____	_____
Darlene M. Harris	_____	_____	_____	_____
Theresa Kail-Smith	_____	_____	_____	_____
R. Daniel Lavelle	_____	_____	_____	_____
Corey O'Connor	_____	_____	_____	_____
Erika Strassburger	_____	_____	_____	_____

WITNESS my hand and the seal of the City on _____, 2018.

By:
City Clerk

[SEAL]

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EXHIBIT A

Form of Bond [Note]

No. _____ $_____

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA

CITY OF PITTSBURGH

GENERAL OBLIGATION [BOND][NOTE], SERIES OF 2018

INTEREST RATE	**MATURITY DATE**	**ISSUANCE DATE**

REGISTERED OWNER

PRINCIPAL AMOUNT **DOLLARS**

The City of Pittsburgh, Pennsylvania (the "Local Government Unit"), existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to the registered owner named above (the "Registered Owner") on the maturity date specified above the principal amount shown above; and to pay interest thereon at the annual rate specified above (computed on the basis of a 360-day year of twelve 30-day months) [actual/360] from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or from the Issuance Date shown above, if no interest has been paid. Such payments of interest shall be made on _____, 2018 and on each [_____ and _____] thereafter (each, an "Interest Payment Date") until the principal has been paid or provided for as aforesaid. The principal of, and interest on, this bond may be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

If the date for payment of the principal of, and interest on, this bond is a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in each of the cities in which the office of the Registered Owner are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

This bond is issuable only in the form of a fully registered bond without coupons in the denomination of $100,000 or multiples thereof and is issued in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq*., as amended (the "Act") and by virtue of a Resolution of the Local Government Unit duly adopted (the "Resolution"), and the sworn statement of the duly authorized officers of the Local Government Unit as appears on record in the office of the Pennsylvania Department of Community and Economic Development, Harrisburg, Pennsylvania.

The Local Government Unit hereby covenants with the registered owner of this bond to: (i) include the amount of the debt service for each fiscal year in which the sums are payable in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from it sinking fund or any of its revenues or funds the principal of, and the interest on, this bond at the dates and places and in the manner stated in this bond, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Local Government Unit pledges its full faith, credit and taxing power. As provided in the Act, this covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

The Local Government Unit has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of, and the interest on, this bond shall be deposited not later than the date fixed for disbursement thereof. The Local Government Unit has covenanted in the Resolution to make payments out of such sinking fund or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment

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of the principal of, and interest on, this bond.

No recourse shall be had for the payment of the principal of, or interest on, this bond, or for any claim based hereon or on the Resolution, against any member, officer or employee, past, present, or future, of the Local Government Unit or of any successor body, either directly or through the Local Government Unit or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this bond, or in the creation of the indebtedness of which this bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law, and that the debt evidenced by this bond is not in excess of any constitutional or statutory limitation.

This bond is registered as to both principal and interest on the bond register to be kept for that purpose at the corporate trust and/or payment office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. The Local Government Unit and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest hereon and for all other purposes, whether or not this bond shall be overdue. The Local Government Unit and the Paying Agent shall not be affected by any notice to the contrary.

[This bond is issued by the Local Government Unit in favor of the Registered Owner on the assumption that interest paid hereon is excludable from the gross income of the Registered Owner for Federal income tax purposes. If interest on this bond shall be declared by the Internal Revenue Service or an agent thereof to be, or shall otherwise be determined or required to be includable in the income of the Registered Owner for purposes of Federal income taxation, including pursuant to any amendment to the Internal Revenue Code of 1986, as amended, the indebtedness evidenced hereby shall thereafter bear interest at an annual rate (the "Taxable Rate") which shall be the taxable equivalent of the Interest Rate (specified above), as determined by the Registered Owner from time to time; the Local Government Unit will pay to the Registered Owner on demand the difference between the amount of interest which the Registered Owner would have received in interest at the Taxable Rate if the indebtedness evidenced by this bond had borne interest at the Taxable Rate during the entire period that interest on this bond is so declared, determined or required to be taxable, together with such penalties and interest, if any, due and payable because of non-payment of Federal income taxation, less interest paid at the Interest Rate (specified above), notwithstanding that the indebtedness evidenced by this bond may have been paid in full prior to such declaration or determination. In the event that such declaration or determination is reversed pursuant to the entry of a final determination, order, ruling or decree, all amounts theretofore paid to the Registered Owner in excess of the Interest Rate (specified above) shall be promptly refunded to the Local Government Unit and the rate of interest shall revert to the Interest Rate (specified above).]

[If the Local Government Unit fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this bond within ___ calendar days of the date due and payable, the Local Government Unit also shall pay to the Registered Owner a late charge equal to the lesser of _____ percent (__%) of the amount of such payment or $100.00 (the "Late Charge"). Such _____-day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Registered Owner's option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this bond shall bear interest at a rate per annum which shall be equal to the Interest Rate (specified above) plus _____ percent (__%) (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on this bond. Both the late charge and the Default Rate are imposed as liquidated damages for the purposes of defraying the Registered Owner's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Registered Owner's exercise of any rights and remedies hereunder, or under applicable law, and any fees and expenses of any agents or attorneys which the Registered Owner may employ. In addition, the Default Rate reflects the increased credit risk to the Registered Owner of carrying a loan that is in default. The Local Government Unit agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Registered Owner, and that the actual harm incurred by the Registered Owner cannot be estimated with certainty and without difficulty.]

[Optional Redemption and/or Mandatory Redemption Provisions pursuant to the Purchase Proposal]

[The occurrence of any of the following events shall be deemed an Event of Default:

(a) Default in the payment of principal or interest on this bond for a period in excess of

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_____ (__) days or any other default under the terms of this bond; or

(b) Default in the performance of any covenant or agreement set forth in the Resolution or in this bond or the occurrence of a default under any other agreement between the Local Government Unit and the Registered Owner; or

(c) Any representation or warranty made by the Local Government Unit is untrue or incomplete in any material respect or any schedule, statement, report, warranty, representation, notice or writing furnished by the Local Government Unit pursuant to the Resolution is untrue or incomplete in any material respect on the date as of which the facts set forth are stated or certified; or

(d) The Local Government Unit shall fail or refuse to comply with any provisions of the Act, or shall for any reason be rendered incapable of fulfilling its obligations hereunder or thereunder.]

IN WITNESS WHEREOF, the City of Pittsburgh, Pennsylvania has caused this bond to be signed in its name by the manual or facsimile signature of the Mayor and its corporate seal or a facsimile thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its Director of Finance as of the Series Issuance Date.

CITY OF PITTSBURGH By:

_____ Mayor

[SEAL] Attest

_____

Director of Finance

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though the terms which they represent were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of

survivorship and not as tenants in common

UNIFORM GIFT MIN ACT _____ Custodian _____

(Cust) (Minor)

under Uniform Gifts to Minors Act._____

(State)

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Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

(Please type or print name, address

_____

(including postal zip code) and social security or other tax

_____

identification number of the transferee)

the within bond and all rights thereunder, hereby irrevocably appointing _____ his/her attorney to transfer said bond on the bond register with full power of substitution in the premises.

Dated:

Signature Guaranteed:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

[FORM OF BOND COUNSEL OPINION]

Exhibit B

City of Pittsburgh

General Obligation Bonds, Series 2018

Not to Exceed Debt Service Table

Date	Principal	Coupon	Yield	Interest	Debt Service	Annual Debt Service	Existing Debt Service	Total NTE Debt Service
3/1/2019				726,000.00	726,000.00			
9/1/2019	2,055,000.00	3.63%	3.63%	726,000.00	2,781,000.00	3,507,000.00	47,368,350.00	50,875,350.00
3/1/2020				688,701.75	688,701.75			
9/1/2020	2,125,000.00	3.63%	3.63%	688,701.75	2,813,701.75	3,502,403.50	47,173,360.00	50,675,763.50
3/1/2021				650,133.00	650,133.00			

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9/1/2021	2,205,000.00	3.63%	3.63%	650,133.00	2,855,133.00	3,505,266.00	47,174,430.00	50,679,696.00
3/1/2022				610,112.25	610,112.25			
9/1/2022	2,285,000.00	3.63%	3.63%	610,112.25	2,895,112.25	3,505,224.50	47,157,645.00	50,662,869.50
3/1/2023				568,639.50	568,639.50			
9/1/2023	2,370,000.00	3.63%	3.63%	568,639.50	2,938,639.50	3,507,279.00	47,167,235.00	50,674,514.00
3/1/2024				525,624.00	525,624.00			
9/1/2024	2,455,000.00	3.63%	3.63%	525,624.00	2,980,624.00	3,506,248.00	47,007,975.00	50,514,223.00
3/1/2025				481,065.75	481,065.75			
9/1/2025	2,545,000.00	3.63%	3.63%	481,065.75	3,026,065.75	3,507,131.50	46,436,350.00	49,943,481.50
3/1/2026				434,874.00	434,874.00			
9/1/2026	2,635,000.00	3.63%	3.63%	434,874.00	3,069,874.00	3,504,748.00	46,451,100.00	49,955,848.00
3/1/2027				387,048.75	387,048.75			
9/1/2027	2,730,000.00	3.63%	3.63%	387,048.75	3,117,048.75	3,504,097.50	9,116,750.00	12,620,847.50
3/1/2028				337,499.25	337499.25			
9/1/2028	2,830,000.00	3.63%	3.63%	337,499.25	3,167,499.25	3,504,998.50	9,126,300.00	12,631,298.50
3/1/2029				286,134.75	286,134.75			
9/1/2029	2,930,000.00	3.63%	3.63%	286,134.75	3,216,134.75	3,502,269.50	9,123,050.00	12,625,319.50
3/1/2030				232,955.25	232,955.25			
9/1/2030	3,040,000.00	3.63%	3.63%	232,955.25	3,272,955.25	3,505,910.50	9,122,600.00	12,628,510.50
3/1/2031				177,779.25	177,779.25			
9/1/2031	3,150,000.00	3.63%	3.63%	177,779.25	3,327,779.25	3,505,558.50	9,123,600.00	12,629,158.50
3/1/2032				120,606.75	120,606.75			
9/1/2032	3,265,000.00	3.63%	3.63%	120,606.75	3,385,606.75	3,506,213.50	9,126,150.00	12,632,363.50
3/1/2033				61,347.00	61,347.00			
9/1/2033	3,380,000.00	3.63%	3.63%	61,347.00	3,441,347.00	3,502,694.00	4,532,600.00	8,035,294.00
3/1/2034								
9/1/2034							4,532,000.00	4,532,000.00
3/1/2035								
9/1/2035							4,531,250.00	4,531,250.00
3/1/2036								
9/1/2036							4,530,750.00	4,530,750.00
Total	40,000,000.00			12,577,042.50	52,577,042.50	52,577,042.50	448,801,495.00	501,378,537.50

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