

RESOLUTION NO. 2000-001T

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT DECLARING ITS OFFICIAL INTENT TO REIMBURSE CERTAIN CURRENT EXPENDITURES WITH PROCEEDS OF FUTURE BONDS, CERTIFICATES OF PARTICIPATION OR OTHER OBLIGATIONS ISSUED BY OR ON BEHALF OF THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

WHEREAS, Treasury Regulations Section 1.150-2 (the "*Reimbursement Regulation*") sets forth the rules for determining when proceeds of bonds or other obligations are deemed spent for purposes of applying Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, including the arbitrage yield restrictions and rebate requirements under Section 148, if the proceeds are used to reimburse expenditures made prior to the date of issue of the bonds or other obligations; and

WHEREAS, the Reimbursement Regulation requires that a declaration of official intent to reimburse the expenditures ("*Declaration of Official Intent*") be made not later than sixty (60) days after payment of the original expenditure, and that an allocation in writing evidencing use of proceeds of a reimbursement bond to reimburse an original expenditure be made within eighteen (18) months after the later of the date the original expenditure is paid or the date the project is placed in service or abandoned, but in no event later than three (3) years after the original expenditure is paid; and

WHEREAS, the Board of Directors of the Rio Nuevo Multipurpose Facilities District (the "*District*") wishes to take such action as is necessary or permitted to comply with the Reimbursement Regulation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT AS FOLLOWS:

1. This is a Declaration of Official Intent within the meaning of Treasury Regulations Section 1.150-2.
2. The District intends and reasonably expects that original expenditures made by the District for acquisition and construction of a primary and secondary components of a multipurpose facility, as those terms are defined in Section 48-4201.4 of the Arizona Revised Statutes, together with related facilities and infrastructure (the "*Project*"), will be reimbursed with proceeds of bonds, certificates of participation or other obligations to be issued by or on behalf of the District ("*Bonds*") in the maximum principal amount of \$575,000,000.
3. The Treasurer of the District is hereby authorized and directed to take any action necessary to comply with the requirements of the Reimbursement Regulation so that proceeds of Bonds used to reimburse expenditures which are the subject of this Declaration of Official Intent will be deemed spent, including making an allocation in writing evidencing the District's use of proceeds of Bonds to reimburse an original expenditure within eighteen (18) months after the

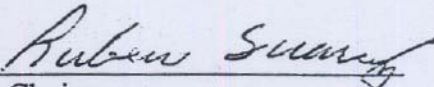


later of the date the original expenditure is paid or the date the Project is placed in service or abandoned, but in no event later than three (3) years after the original expenditure is paid.

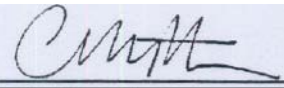
4. Advances from other available funds for the Project, including moneys to be advanced to or on behalf of the District by the City of Tucson, Arizona, from time to time, to be reimbursed from proceeds of the Bonds to be issued to finance the Project, are hereby authorized in the maximum amount of \$10,000,000.

PASSED, ADOPTED AND APPROVED, by the BOARD OF DIRECTORS of the RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT on FEBRUARY 1, 2000.

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

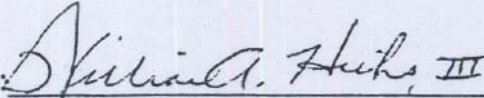
By: 

ATTEST:

By: 

Its Secretary

APPROVED AS TO FORM:
SNELL & WILMER L.L.P., as Special Counsel

By: 

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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: MOC
DEPUTY RECORDER
7925 ROOE



DOCKET: 11262
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RES 16:07

CCCLK
TUCSON CITY CLERK
255 W ALAMEDA
TUCSON AZ 85701

PICKUP

AMOUNT PAID \$ 7.00

ADOPTED BY THE
MAYOR AND COUNCIL
MAR 20 2000

RESOLUTION NO. 18523

RELATING TO RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT; APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE DISTRICT SETTING FORTH OPERATIONAL OBLIGATIONS OF THE PARTIES.

WHEREAS, by resolutions duly adopted by the Mayors and Councils of the Cities of Tucson and South Tucson (together, the "Cities"), the Rio Nuevo Multipurpose Facilities District was formed pursuant to A.R.S. §48-201 *et seq.*; and

WHEREAS, the City of Tucson thereafter authorized and approved an Intergovernmental Agreement (the "IGA") with the District, and the City of South Tucson; and

WHEREAS, the City of Tucson has assumed certain obligations with regard to the District not previously set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement, attached hereto, is approved.

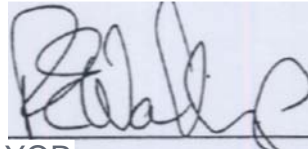
SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

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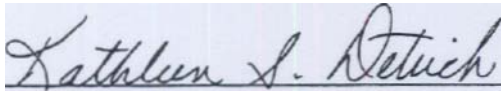
SECTION 4. WHEREAS. it is necessary for the preservation of the peace. health and safety of the City of Tucson that this resolution become immediately **effective, an emergency is hereby declared to exist and this resolution shall be effective** immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona **MAR 20 2000**



MAYOR

ATTEST:

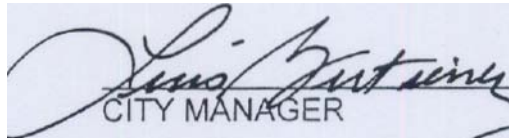


CITY CLERK

APPROVED BY:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

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ANN RODRIGUEZ, RECORDER
RECORDED BY: MOC
DEPUTY RECORDER
7925 ROOE

CCCLK
TUCSON CITY CLERK
255 W ALAMEDA
TUCSON AZ 85701



DOCKET: 11262
PAGE: 1647
NO. OF PAGES: 6
SEQUENCE: 20000580500
03/24/2000
AG 16:07

PICKUP
AMOUNT PAID \$ 1.50

[ntergovernmental Agreement
(Relating to Rio Nuevo Multipurpose Facilities District)

Rio Nuevo MFD rCA No. 2000-001
City of Tucson IGA No. -

This Intergovernmental Agreement, dated as of February (,2000 (this "Agreement"), by and between the CITY OF TUCSON. ARIZONA, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (the "City of Tucson") and the RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, a tax-levying public improvement district and a political taxing subdivision of the State of Arizona (the "District"),

Wit n e s s e t h:

A. The District has been organized by the City of Tucson and the City of South Tucson pursuant to A.R.S. § 48-4201 et seq. (the "MFD Laws") for the purpose of developing multipurpose facilities, as defined in A.R.S. §48-4201.4 (the "Rio Nuevo Project"), to be located generally in an area of the City of Tucson.

B. The District and the City of Tucson now desire to enter into this Agreement to memorialize certain agreements among them regarding the administration, operations and finance of the District.

C. Pursuant to the MFD Laws and Article 3, Chapter 7, Title II of the Arizona Revised Statutes, the District and the City of Tucson may enter into this Agreement as an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them.

Now, Therefore, in the joint and mutual exercise of their powers, and in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration and subject to the conditions set forth herein, the parties hereto agree as follows:

ARTICLE I
Staffing

1.1 Staffing Generally The District shall be entitled to request from time to time, and the City of Tucson will use its best efforts to make available, the services of such of their employees for such period of time as may be reasonably required to carry out the business of the District.

1.2 Executive Director and Treasurer. Unless otherwise agreed among the parties, the City Manager of the City of Tucson, or his designee, shall act as Executive Director of the District and the Finance Director of the City of Tucson shall act as the Treasurer of the District. The Treasurer shall apply to and obtain on behalf of the District a Federal and any necessary

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State or local employer/taxpayer identification numbers and shall establish and maintain such bank accounts for the deposit of the District funds with such banks or trust companies, having offices located in the City of Tucson, Arizona, as the Treasurer shall determine.

1.3 Administration and Operations. With respect to administrative and operational support for the District, the City of Tucson shall designate a person to act as the City of Tucson's project director and liaison with the District. Such person will provide or cause to be provided to the District upon request such administrative and operational advice and assistance as the District may reasonably require. The individual initially designated by the City of Tucson for this purpose is John Jones. His office address and telephone number are 255 W. Alameda Street, Special Projects (9th Floor), Tucson, Arizona 85726-7210 (telephone 520-791-4675). In the event another project director or liaison is designated for administrative and operational matters, the City of Tucson will notify the District promptly and provide the name, address and telephone number of any such successor.

1.4 Finance. With respect to financial matters of the District, the City of Tucson shall designate a person to act as the City of Tucson's liaison with the District. Such person will provide or cause to be provided to the District upon request such financial advice and assistance as the District may require, including without limitation, oversight of the tax increment collection process on behalf of the District, budgeting and fund management. The individual initially designated by the City of Tucson for this purpose is Kay'L Gray. Her office address and telephone number are 255 W. Alameda Street, Finance Department (5th Floor), Tucson, Arizona 85726-7210 (telephone 520-791-4893). In the event another liaison is designated for financial matters, the City of Tucson will notify the District promptly and provide the name, address and telephone number of any such successor.

1.5 Compensation. The District agrees to reimburse the City of Tucson for the actual services provided by its liaisons and employees in an amount equal to the allocable portion of their respective salaries or hourly wages, as the case may be, and related benefits, devoted to District matters from the first moneys otherwise available to the District for such purpose from (i) moneys received by the District pursuant to the provisions of A.R.S. §42-5031 or (ii) proceeds from the issuance of the District's bonds pursuant to A.R.S. §48-425I *et seq.*, except to the extent such reimbursement would be contrary to law or any pledge or agreement of the District

1.6 Consultants. In addition, the City of Tucson will make [he services of its financial consultant and bond counsel available to the District on the same terms and conditions as they are available to the City of Tucson. Such consultants shall be compensated in accordance with the terms of their existing agreements with the City of Tucson at the time and from the sources specified in Section 1.5 hereof.

ARTICLE 2 Project Development

2.1 Development Generally. The District and the City of Tucson shall jointly develop the primary and secondary components of the Rio Nuevo Project together with any complementary or related projects to be undertaken by the City of Tucson in consultation with

each other and taking into consideration the recommendations of any advisory committee(s) that may be **formed** for such purpose by either the District, the City of Tucson or otherwise. The "primary component" of the Rio Nuevo Project, as defined in A.R.S. §48-420I, shall be constructed during the first phase of the construction.

ARTICLE J
Acquisition of Real Property, Condemnation

3.1 **Acquisition of Land.** The District may acquire any real property, or interests in real property, required in connection with the Rio Nuevo Project, from **the** City of Tucson or from others, **by** purchase, lease, lease-purchase, contribution or condemnation in accordance with A.R.S. §48-420J.A7.

3.2 **Condemnation.** Any exercise by the District of the powers of eminent domain shall be subject **to** the provisions of A.R.S. §48-4206.A. and intergovernmental Agreement No. **1999-001** of the District.

ARTICLE 4
Procurement and Contracting

4.1 **Procurement.** Procurement of goods and services, other than construction of public buildings by the District, shall be governed by the procurement provisions contained in **the** Charter and Code of **the** City of Tucson, together with the regulations and policies adopted pursuant thereto. Construction of public buildings by the District shall be governed by A.R.S. Title 34 except as otherwise provided or **permitted** by A.R.S. §48-4204.C.

ARTICLE 5
Interim Funding

5.1 **City Loans and Advances.** In order to avoid delaying commencement of the Rio Nuevo Project and to **facilitate** some of the preliminary planning and development activities with respect to the Rio Nuevo Project, the City of Tucson will advance moneys or services to the District from time to time as agreed. Moneys advanced to or for the benefit of the District will be subject to repayment, together with interest thereon at the rate earned from time to time on **short-term** investments (less than 90 days) of the City of Tucson, until paid, from the first moneys otherwise available to the District for such purpose from (i) moneys received by the District pursuant to the provisions of A.R.S. **§42-5031** or (ii) proceeds from the issuance of the District's bonds pursuant to AR.s. §48-425 *t e/ seq.*, except to the extent such reimbursement would be contrary to law or any pledge or agreement of the District. Services advanced by the City of Tucson on behalf of the District shall be valued, if provided by private contractors, at the actual cost or contract price thereof and, if provided by employees of the City of Tucson, in accordance with the provisions of Section 1.5 hereof. and, to the extent paid directly by the City of Tucson. shall be repayable to the City of Tucson, with interest. as provided above from the date each such service is completed.

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5.2 Records. The City of Tucson agrees to keep, and make available to the District and its representatives, upon request at any time during normal business hours, reasonably detailed records concerning the dates and amounts of any such loans or advances and the dates and nature of any such services sufficient to verify the amounts due and owing at any time

ARTICLE 6
City Commitments

6.1 Commitment. As required by A.R.S. §42-503 I.D., the City of Tucson hereby agrees that it will make direct payments to the District from any lawful source, including municipal transaction privilege taxes, or expend moneys for land, infrastructure or other improvements directly related to the Rio Nuevo Project or the multipurpose facility site, by the end of the ten year period specified in A.R.S. §42-5031.A, in an aggregate amount at least equal to the amount received by the District pursuant to such section. The City of Tucson agrees to provide to the District from time to time upon request a report indicating the status of its performance with respect to this commitment.

6.2. Aggregate Cost of Public District Buildings. The City of Tucson hereby confirms that the construction cost of all public or District-owned components at the multipurpose facility site, as that term is defined in A.R.S. §48-4201.5, is or will be not less than 5200 million dollars and the City of Tucson will prepare and provide to the District upon request a listing of the buildings and costs which confirm such amount.

ARTICLE 7
Miscellaneous

7.1 Amendments. This Agreement may be amended only by a written agreement executed by each of the parties hereto.

7.2 Notices. Any notices and other communications provided for or permitted herein shall be validly given, made or served, in writing and delivered, personally or sent by registered or certified mail, postage prepaid, or confined facsimile transmission to:

The City of Tucson: The City of Tucson
P.O. Box 27210
Tucson, AZ 85726-7210
Attn: City Manager

With a copy to: City of Tucson
P.O. Box 27210
Tucson, AZ 85726-7210
Attn: City Attorney

District: Rio Nuevo Multipurpose Facilities District
P.O. Box 1721 0
Tucson, AZ 85726-7210

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Attn: Chairman

With a copy to: Snell & Wilmer L.L.P.
One South Church Avenue, Suite 1500
Tucson, AZ 85701-1630

Or to such other address as any party may designate in writing from time to time. Notice given by mail, as set out above, shall be deemed delivered three (3) days after the same is postmarked.

7.3 Severability. If any one or more sections, clauses, sentences and parts of this Agreement shall be adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remaining provisions hereof, but shall be confined to the specific sections, clauses, sentences and parts so determined.

7.4 Benefit and Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective designees, trustees, heirs, personal representatives, successors and assigns of the parties.

7.5 Execution of Additional Documents. Each party agrees to execute such further or additional documents as may be reasonably necessary or appropriate in good faith to fully implement and **carry** out the intent and purpose of this Agreement.

7.6 Governing Law. This Agreement shall be governed by and construed according to Arizona law.

7.7 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any term or provision of this Agreement.

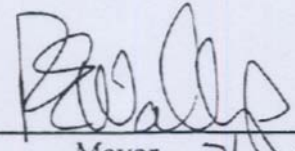
7.8 Conflict of Interest. Notice is hereby given that this Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511, as amended.

7.9 No Third-Party Beneficiary. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right of cause of action hereunder.

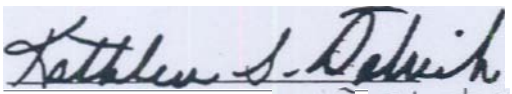
(This space left blank intentionally. Signatures are on the following page]

In Witness Whereof, the District and the City of Tucson have entered into this Agreement as of the day and year first written above.

THE CITY OF TUCSON, ARIZONA,
an Arizona municipal corporation

By 
Mayor 3/20/00

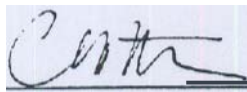
Attest:


City Clerk 3/20/00

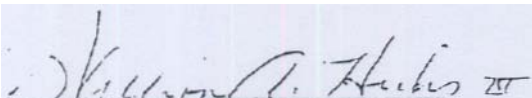
RIO NUEVO MULTIPURPOSE
FACILITIES DISTRICT, a district
organized pursuant to the provisions of
A.R.S. §48-4202

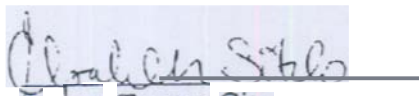
By 
Chairman 

Attest:


Secretary

APPROVED AS TO FORM:


District Counsel


Tucson City Attorney

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