

MIDVALE CITY

RESOLUTION NO. 2020-R-03

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT
BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND MIDVALE
CITY FOR A STATE INFRASTRUCTURE BANK FUND LOAN**

WHEREAS, the Midvale City Council desired to redevelop certain areas of Midvale City; and

WHEREAS, the Redevelopment Agency of Midvale City ("Agency") was created to transact the business and exercise the powers provided for in the Utah Redevelopment Agencies Act; and

WHEREAS, the Board of Directors of the Agency adopted the Bingham Junction Redevelopment Plan on August 10, 2004; and

WHEREAS, the Board of Directors of the Agency and the Midvale City Council desire to encourage redevelopment within the Bingham Junction Project Area; and

WHEREAS, SB268 appropriated \$7,000,000 for transportation and economic development projects from the State Infrastructure Bank Fund; and

WHEREAS, the City has applied for an infrastructure loan from the State Infrastructure Bank Fund administered by the Utah Department of Transportation ("UDOT") on August 22, 2019, for the amount of \$3,500,000; and

WHEREAS, the Transportation Commission approved the infrastructure loan application on September 20, 2019; and

WHEREAS, the purpose of this infrastructure loan is to create economic and transportation benefits by increasing structured parking on the CHG Healthcare campus near Bingham Junction Trax Station and the major bus route on 7200 South ("Project"); and


WHEREAS, the City has reviewed the terms set forth in the State Infrastructure Bank Fund Loan Agreement; and

WHEREAS, the City has determined that the Project will provide financial, economic, and transportation benefits to the community; and

WHEREAS, the City and UDOT desire to enter into said agreement.

NOW, THEREFORE, be it resolved that the Midvale City Council does hereby authorize the Mayor of Midvale City to execute an agreement with the Utah Department of Transportation for a State Infrastructure Bank Loan, subject to such other terms and conditions as recommended by Midvale City's legal counsel.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, this 7th day of January, 2020.


Robert M. Hale
Mayor



ATTEST:


Rori L. Andreason, MMC
City Recorder

Voting by the Council:

	"Aye"	"Nay"
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>



State of Utah
Department of Transportation

Loan Agreement
State Infrastructure Bank Fund

THIS LOAN AGREEMENT made and entered into on _____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT", and Midvale City, a political subdivision of the State of Utah, hereinafter referred to as the "Local Agency."

RECITALS

WHEREAS, the Local Agency has applied for an infrastructure loan from the State Infrastructure Bank Fund.

WHEREAS, the purpose of this infrastructure loan is to create economic benefits by increasing structured parking near Bingham Junction Trax Station to encourage a transportation facility near existing regional transportation within the Local Agency jurisdiction.

WHEREAS, the Transportation Commission has approved the infrastructure loan application on September 20, 2019.

THIS LOAN AGREEMENT is made to set out the terms and conditions of UDOT loaning the money from the State Infrastructure Bank Fund to the Local Agency.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. UDOT will loan the Local Agency \$3,500,000.00 from the State Infrastructure Bank Fund to enable the Local Agency to create economic benefits by increasing structured parking near Bingham Junction Trax Station to encourage a transportation facility near existing regional transportation within the Local Agency jurisdiction.
2. The Local Agency shall only use funds for transportation projects as described in Utah Code Section 72-2-201.
3. At the end of the transportation project, all unused funds will be applied to the principal amount.
4. The interest rate will be 2.35% per annum interest, which commences upon receipt of funds by the Local Agency.
5. Local Agency will pay the principal and interest according to Exhibit A, which is incorporated by reference. The Local Agency will use city general funds backed with sales tax revenue to repay the loan. The first payment referenced in Exhibit A will be made on or before December 31, 2020. All subsequent payments will be made on or before December 31 of each year until the loan is paid in full.
6. In the event the Local Agency is 30 days delinquent with a payment on a due date as shown in Exhibit A, UDOT will request that the State of Utah withhold B&C road funds allocated to the Local Agency and deposit the money into the State Infrastructure Bank Fund until the payment or loan has been satisfied. UDOT will not issue any more loans to Local Agency while the loan is in default.
7. If Local Agency breaches any terms of this Agreement, UDOT may seek any legal or equitable remedy to obtain compliance or payment of damages. In the event an action is filed in district

court, the venue shall be Salt Lake County, Third District Court.

8. Local Agency represents that notice was published of its intention to obtain an infrastructure loan at least once in accordance with the publication of notice requirements under Section 11-14-316; and adopted an ordinance or resolution authorizing the infrastructure loan in compliance with Utah Code Section 72-2-204(4).

9. Each party to this Agreement shall designate a representative as the contact to address questions and issues as they arise under this agreement.

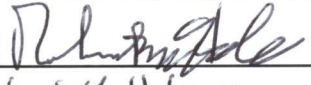

10. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

11. This Agreement may be executed in counter parts by the parties.

12. Each party represents that it has the authority to enter into this Agreement.

13. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each party.

This Agreement will become effective when all parties have signed. The effective date of this agreement is the date this Agreement was signed by the last party.

[LOCAL AGENCY]				[Utah Department of Transportation]			
By		Date	7 Jan 20	By		Date	
Robert M. Hale Mayor				Becky Bradshaw, UDOT Finance Director			
By		Date	1-8-20	By		Date	
Lori L. Anderson City Recorder				Recommended for approval Lyle McMillan, UDOT Director of Strategic Investments			
By		Date		By		Date	
[Title/Signature of additional official if required]				UDOT Comptroller Office			

