

MILLCREEK, UTAH
RESOLUTION NO. 22-15

A RESOLUTION OF THE CITY COUNCIL OF MILLCREEK, UTAH (THE “ISSUER”), AUTHORIZING AN INFRASTRUCTURE LOAN FROM THE UTAH STATE INFRASTRUCTURE BANK FUND IN AGGREGATE PRINCIPAL AMOUNT OF \$5,200,000, SERIES 2021; FIXING THE MAXIMUM NUMBER OF YEARS OVER WHICH THE LOAN MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE LOAN MAY BEAR; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE LOAN WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND LOAN TO BE AUTHORIZED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A LOAN AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS

WHEREAS, the City Council of Millcreek (the “Council”) of the Issuer desires to obtain a loan from the Utah State Infrastructure Bank Fund to enable the City to construct transportation projects within the City’s jurisdictions (the “Project”); and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to obtain a loan from the Utah State Infrastructure Bank Fund pursuant to Utah law, this Resolution, and Loan Agreement; and

WHEREAS, the Utah Legislature enacted SB 006 in the 2022 General Session which directed general funds to the Utah State Infrastructure Bank to fund transportation projects pursuant to Utah Code Section 72-2-201 et seq. Utah Code Section 72-2-201 et seq. provides that municipality shall (a) publish its intention to obtain an infrastructure loan at least once in accordance with the publication of notice requirements under Section 11-14-316 and (b) adopt an ordinance or resolution authorizing the infrastructure loan; and

WHEREAS, the Issuer desires to publish a notice as required by Utah Code Section 72-2-204; and

WHEREAS, there has been presented to the Council at this meeting a form of the loan agreement (the “Loan Agreement”), in substantially the form attached hereto; and

WHEREAS, the Council desires to grant the Mayor authority to (a) approve the Loan Agreement and (b) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution.

NOW, THEREFORE BE IT RESOLVED by the Council as follows:

Section 1. The Loan Agreement in substantially the forms presented to this meeting and attached hereto is hereby authorized, approved, and confirmed and the Mayor and City Recorder are hereby authorized to execute and deliver the same.

Section 2. The Mayor or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Loan Agreement which may be necessary to conform to statute or to correct errors or omissions therein.

Section 3. The Loan Agreement will constitute special limited obligations of the Issuer payable from annual transfers to the City pursuant to Utah Code Section 72-2-121. No provision of this Resolution, Loan Agreement, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 4. The Issuer shall publish its intention to obtain an infrastructure loan at least once in accordance with the publication of notice requirements under section 11-14-316. The notice shall be made in The Deseret News, a newspaper of general circulation in the Issuer and as required in Utah Code Section 45-1-101. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Millcreek offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the last date of the newspaper publication thereof. The Issuer directs its officers and staff to publish a "Notice of Debt to be Incurred" in substantially the form attached hereto.

Section 5. The Issuer hereby reserves the right to not obtain the infrastructure loan for any reason or no reason.

Section 6. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this 27th day of June, 2022.

By: _____
Jeff Silvestrini, Mayor

ATTEST:

By: _____
Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

NOTICE OF DEBT TO BE INCURRED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the State Infrastructure Bank Fund Utah Code Section 72-2-201 et seq. and the Local Government Bonding Act, Utah Code Section 11-14-316 (the “Acts”), that on June 27, 2022, the City Council (the “Council”) of Millcreek, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized an infrastructure loan pursuant to Utah Code Section 72-2-201.

PURPOSE FOR THE INFRASTRUCTURE LOAN

The Infrastructure Loan Will be issued for the purpose of financing a transportation project. For purposes hereof a transportation project

- (a) means a project:
 - (i) to improve a state or local highway;
 - (ii) to improve a public transportation facility or nonmotorized transportation facility;
 - (iii) to construct or improve parking facilities;
 - (iv) that is subject to a transportation reinvestment zone agreement pursuant to Section [11-13-227](#) if the state is party to the agreement; or
 - (v) that is part of a housing and transit reinvestment zone created pursuant to [Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act](#);
- (b) includes the costs of acquisition, construction, reconstruction, rehabilitation, equipping, and fixturing; and
- (c) may only include a project if the project is part of:
 - (i) the statewide long-range plan;
 - (ii) a regional transportation plan of the area metropolitan planning organization if a metropolitan planning organization exists for the area; or
 - (iii) a local government general plan or economic development initiative.

PARAMETERS OF THE DEBT OBLIGATION

The Issuer intends to obtain an infrastructure loan (“Loan”) from the Utah Department of Transportation (“UDOT”) in the principal amount of Five Million Two Hundred Thousand Dollars (\$5,200,000), repaid no later than 15 years from the date UDOT issues the Loan with repayment commencing no later than when the project is completed or when the facility is open to traffic and bearing interest at a rate of 1.69% per annum with no discounts from par.

NO FUNDS PROPOSED TO BE PLEDGED

No funds are proposed to be pledge as security for the Loan, but the City intends to use transfers to the City pursuant to Utah Code Section 72-2-121 to repay the Loan



Loan Agreement

State Infrastructure Bank Fund

THIS LOAN AGREEMENT made and entered into on [Date], by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “UDOT”, and **Millcreek City**, a political subdivision of the State of Utah, hereinafter referred to as the “Public Entity.”

RECITALS

WHEREAS, the Public Entity has applied for an infrastructure loan from the Utah State Infrastructure Bank Fund.

WHEREAS, the purpose of this infrastructure loan is to construct transportation infrastructure projects within the Public Entity jurisdiction.

WHEREAS, the Transportation Commission has approved the infrastructure loan application on February 25, 2022.

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 Public Entity.

AGREEMENT

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

1. UDOT will loan the Public Entity \$5,200,000.00 from the State Infrastructure Bank Fund to enable the Public Entity to construct the transportation infrastructure projects referenced above within the Public Entity jurisdiction.

2. The Public Entity 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 1.69% per annum interest with a loan duration of FIFTEEN years.

5. Public Entity will pay the principal and interest according to Exhibit A, which is incorporated by reference. The Public Entity intends to use [insert dedicated revenue source] revenue to repay the loan. The first payment referenced in Exhibit A will be made on or before April 30, 2023. All subsequent payments will be made on or before April 30th of each year until the loan is paid in full.

6. In the event the Public Entity is 30 days delinquent with a payment on a due date as shown in Exhibit A, UDOT will comply with UC 72-2-204 until the payment or loan has been satisfied. UDOT will not issue any more loans to Public Entity while the loan is in default.

7. If Public Entity 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. Public Entity 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.

[PUBLIC ENTITY]				Utah Department of Transportation			
By		Date		By		Date	
				Shara Hillier, UDOT Finance Director			
By		Date		By		Date	
				Recommended for approval Lyle McMillan, UDOT Director of Strategic Investments			
By		Date		By		Date	
Title/Signature of additional official if required				UDOT Comptroller Office			

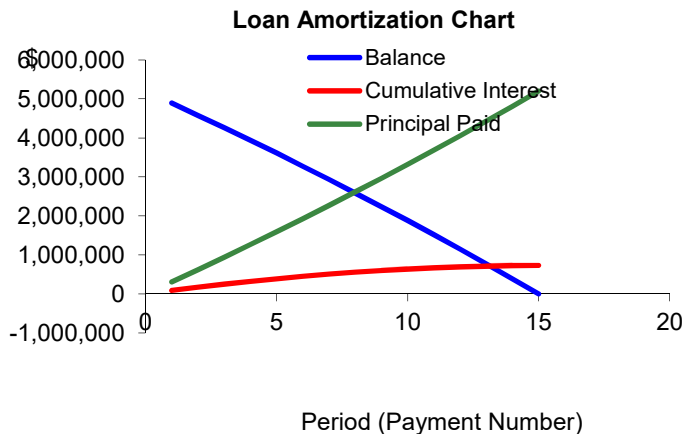
Amortization Chart



[HELP](#)

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Loan Amount (pv)	5,200,000
Interest Rate (rate)	1.69%
Total # of Periods (Nper)	15
Payment per Period	\$ 395,366.83
Total Interest Paid	\$ 730,502.52



Payment Date	Period	Payment Amount	Interest	Cumulative Interest	Principal	Principal Paid	Balance
						\$	5,200,000.00
4/30/2023	1	395,366.83	87,880.00	87,880.00	307,486.83	307,486.83	4,892,513.17
4/30/2024	2	395,366.83	82,683.47	170,563.47	312,683.36	620,170.20	4,579,829.80
4/30/2025	3	395,366.83	77,399.12	247,962.60	317,967.71	938,137.91	4,261,862.09
4/30/2026	4	395,366.83	72,025.47	319,988.07	323,341.37	1,261,479.27	3,938,520.73
4/30/2027	5	395,366.83	66,561.00	386,549.07	328,805.83	1,590,285.11	3,609,714.89
4/30/2028	6	395,366.83	61,004.18	447,553.25	334,362.65	1,924,647.76	3,275,352.24
4/30/2029	7	395,366.83	55,353.45	502,906.70	340,013.38	2,264,661.14	2,935,338.86
4/30/2030	8	395,366.83	49,607.23	552,513.93	345,759.61	2,610,420.75	2,589,579.25
4/30/2031	9	395,366.83	43,763.89	596,277.82	351,602.95	2,962,023.69	2,237,976.31
4/30/2032	10	395,366.83	37,821.80	634,099.62	357,545.03	3,319,568.73	1,880,431.27
4/30/2033	11	395,366.83	31,779.29	665,878.90	363,587.55	3,683,156.27	1,516,843.73
4/30/2034	12	395,366.83	25,634.66	691,513.56	369,732.18	4,052,888.45	1,147,111.55
4/30/2035	13	395,366.83	19,386.19	710,899.75	375,980.65	4,428,869.10	771,130.90
4/30/2036	14	395,366.83	13,032.11	723,931.86	382,334.72	4,811,203.82	388,796.18
4/30/2037	15	395,366.83	6,570.66	730,502.52	388,796.18	5,200,000.00	0.00