

South Jordan, Utah

November 15, 2022

The City Council (the “Council”) of the City of South Jordan, Utah (the “City”), met in regular public session at the regular meeting place of the Council in South Jordan, Utah, on Tuesday, November 15, 2022, at the hour of 6:30 p.m., with the following members of the Council being present:

| | |
|------------------|---------------|
| Dawn R. Ramsey | Mayor |
| Patrick Harris | Councilmember |
| Brad Marlor | Councilmember |
| Jason T. McGuire | Councilmember |
| Donald Shelton | Councilmember |
| Tamara Zander | Councilmember |

Also present:

| | |
|----------------|-------------------------|
| Gary Whatcott | City Manager |
| Anna Crookston | City Recorder |
| Sunil Naidu | Chief Financial Officer |
| Ryan Loose | City Attorney |

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the following Resolution was introduced in written form along with a Certificate of Compliance with Open Meeting Law with respect to this November 15, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____ adopted by the following vote:

AYE:

NAY:

After the Mayor signed the resolution, it was recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION NO. 2022-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH (THE “CITY”) AUTHORIZING AND APPROVING THE EXECUTION OF A LOAN AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION TO FINANCE TRANSPORTATION INFRASTRUCTURE PROJECTS WITHIN THE CITY; PROVIDING FOR THE PUBLICATION OF A NOTICE OF THIS RESOLUTION AND THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS, the City desires to enter into a loan agreement (the “Loan Agreement”) with the Utah Department of Transportation (“UDOT”) to borrow funds appropriated to the State Infrastructure Bank Fund in order to finance certain transportation infrastructure projects within the City, such Loan Agreement to be in substantially the form attached hereto as Exhibit B; and

WHEREAS, the City intends to use its general fund revenues to repay amounts borrowed under the Loan Agreement; and

WHEREAS, Section 72-2-204 of the Utah Code Annotated 1953, as amended (the “Loan Act”), provides that before obtaining an infrastructure loan, a municipality must give notice of its intention to obtain such loan; and

WHEREAS, the City desires to provide such notice in compliance with the Loan Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH AS FOLLOWS:

Section 1. The Loan Agreement, in substantially the form presented to this meeting and attached hereto as Exhibit B, is hereby authorized, approved, and confirmed. The City Manager and Chief Financial Officer/ Budget Officer are hereby authorized to execute and deliver the Loan Agreement in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the City, and with any alterations, changes or additions which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instrument, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 2. In compliance with the Loan Act, the City shall publish notice of this Resolution (i) once in The Salt Lake Tribune, a newspaper of general circulation in the City, (ii) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of the Loan Agreement to be kept on file in her office in the City for public examination during the regular business hours of the

City until at least thirty (30) days from and after the date of publication. For a period of thirty (30) days from and after the date of the publication of such notice is provided by law during which any person in interest shall have the right to contest the legality of this Resolution or the Loan Agreement, or any provision made for the security and payment of the Loan Agreement, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

Section 3. This Resolution shall take effect immediately upon its approval and adoption.

PASSED, ADOPTED AND APPROVED this November 15, 2022.

CITY OF SOUTH JORDAN, UTAH

(SEAL)

Mayor

ATTEST:

City Recorder

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the City Council adjourned.

(SEAL)

Mayor

ATTEST:

City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Anna Crookston, the undersigned City Recorder of the City of South Jordan, Utah (the “City”) do hereby certify, according to the records of the City Council of the City (the “Council”) in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 15, 2022, public meeting held by the City Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune, either directly or through the newspaper’s subscription to the Utah Public Notice Website (<http://pmn.utah.gov>), at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (a) posted on _____, 2022 at the principal office of City, (b) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year and (c) provided to at least one newspaper of general circulation within the City either directly or pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>).

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 15, 2022.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of Resolution)

EXHIBIT B

FORM OF LOAN AGREEMENT



Loan Agreement State Infrastructure Bank Fund

THIS LOAN AGREEMENT made and entered into on October 18, 2022, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “UDOT”, and **South Jordan 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 September 16, 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 \$984,000.00 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 2.95% per annum interest with a loan duration of TEN 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 general fund revenue to repay the loan. The first payment referenced in Exhibit A will be made on or before twelve months from the closing date. All subsequent payments will be made on or before December 31 of each subsequent 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.

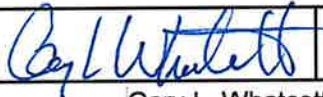

10. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

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.

| | | | | | | | |
|--|---|----------|--|---|--|------|--|
| City of South Jordan, Utah | | | | Utah Department of Transportation | | | |
| By |  | 10/18/22 | | By | | Date | |
| Gary L. Whatcott, City Manager | | | | Shara Hillier, UDOT Finance Director | | | |
| By |  | 10/18/22 | | By | | Date | |
| Sunil K Naidu, Chief Financial Officer/Budget Officer | | | | Recommended for approval Lyle McMillan, UDOT Director of Strategic Investments | | | |
| By | | Date | | By | | Date | |
| Title/Signature of additional official if required | | | | UDOT Comptroller Office | | | |

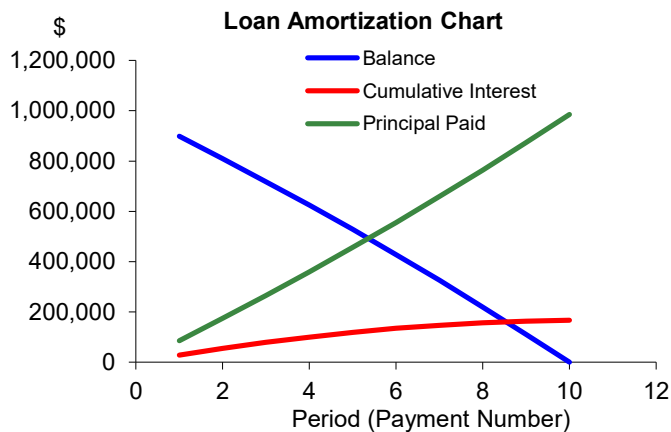
Amortization Chart



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[HELP](#)

| | |
|------------------------------------|---------------|
| Loan Amount (pv) | 984,000 |
| Interest Rate (rate) | 2.95% |
| Total # of Periods (Nper) | 10 |
| Payment per Period | \$ 115,060.66 |
| Total Interest Paid | \$ 166,606.60 |



| Payment Date | Period | Payment Amount | Interest | Cumulative Interest | Principal | Principal Paid | Balance |
|--------------|--------|----------------|-----------|---------------------|------------|----------------|------------|
| | | | | | | \$ | 984,000.00 |
| 12/31/2023 | 1 | 115,060.66 | 29,028.00 | 29,028.00 | 86,032.66 | 86,032.66 | 897,967.34 |
| 12/31/2024 | 2 | 115,060.66 | 26,490.04 | 55,518.04 | 88,570.62 | 174,603.28 | 809,396.72 |
| 12/31/2025 | 3 | 115,060.66 | 23,877.20 | 79,395.24 | 91,183.46 | 265,786.74 | 718,213.26 |
| 12/31/2026 | 4 | 115,060.66 | 21,187.29 | 100,582.53 | 93,873.37 | 359,660.11 | 624,339.89 |
| 12/31/2027 | 5 | 115,060.66 | 18,418.03 | 119,000.56 | 96,642.63 | 456,302.74 | 527,697.26 |
| 12/31/2028 | 6 | 115,060.66 | 15,567.07 | 134,567.63 | 99,493.59 | 555,796.34 | 428,203.66 |
| 12/31/2029 | 7 | 115,060.66 | 12,632.01 | 147,199.63 | 102,428.65 | 658,224.99 | 325,775.01 |
| 12/31/2030 | 8 | 115,060.66 | 9,610.36 | 156,810.00 | 105,450.30 | 763,675.29 | 220,324.71 |
| 12/31/2031 | 9 | 115,060.66 | 6,499.58 | 163,309.58 | 108,561.08 | 872,236.37 | 111,763.63 |
| 12/31/2032 | 10 | 115,060.66 | 3,297.03 | 166,606.60 | 111,763.63 | 984,000.00 | 0.00 |
| | #N/A | - | - | - | - | - | - |
| | #N/A | - | - | - | - | - | - |
| | #N/A | - | - | - | - | - | - |
| | #N/A | - | - | - | - | - | - |
| | #N/A | - | - | - | - | - | - |