

**Mayor's Office: Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

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<b>Date Received</b> (office use)	
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<b>Date of Request</b>	September 19, 2017
<b>Requesting Staff Member</b>	Carlton Christensen
<b>Requested Council Date</b>	September 26, 2017
<b>Topic/Discussion Title</b>	Amendment to Wasatch Brownfields Coalition's Loan Agreement with Ogden City.
<b>Description</b>	The Wasatch Brownfields Coalition is an interlocal coalition between Salt Lake County, Salt Lake City RDA, and Ogden City. At the Coalition's most recent board meeting, an amendment to a loan agreement between Salt Lake County and Ogden City was approved. The amendment changes the allowable time for disbursement requests from Oct. 1, 2016 to Dec 31, 2017.
<b>Requested Action<sup>1</sup></b>	Approval of amendment
<b>Presenter(s)</b>	Carlton Christensen / Stuart Clason
<b>Time Needed<sup>2</sup></b>	5 min. or consent
<b>Time Sensitive<sup>3</sup></b>	Yes
<b>Specific Time(s)<sup>4</sup></b>	No
<b>Contact Name &amp; Phone</b>	Ruedigar Matthes – 385-468-4868
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	Supporting document included below.

**Mayor or Designee approval:**



<sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.



**SALT LAKE COUNTY, UTAH**

RESOLUTION NO. \_\_\_\_\_, 2017

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY  
APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT  
TO THE LOAN AGREEMENT ENTERED INTO BY AND BETWEEN  
SALT LAKE COUNTY AND THE REDEVELOPMENT AGENCY OF  
OGDEN CITY PURSUANT TO THE WASATCH BROWNFIELDS  
COALITION REVOLVING LOAN FUND PROGRAM.**

**RECITALS**

A. On November 28, 2011, Salt Lake County (the "County"), Ogden City, and the Redevelopment Agency of Salt Lake City (collectively, the "Coalition") entered into an interlocal cooperation agreement wherein each party agreed to act together as a coalition of eligible governmental entities to submit a proposal to the U.S. Environmental Protection Agency ("EPA") for a grant to capitalize a brownfields revolving loan fund.

B. On September 5, 2012, the EPA awarded the County and the Coalition a grant in the amount of one million dollars (\$1,000,000) to capitalize the Wasatch Brownfields Revolving Loan Fund (the "Wasatch Brownfields RLF" or "RLF") from which to make loans and subgrants to eligible recipients to cleanup brownfields sites within Salt Lake County, Salt Lake City, and Ogden City. As the lead grant recipient, the County was tasked with taking the lead in administering the Wasatch Brownfields RLF.

C. On October 1, 2014, the Coalition members entered into an interlocal cooperation agreement wherein each party agreed to adopt and be governed by certain policies and procedures in the management of the Wasatch Brownfields RLF and the administration of the initial \$1 million grant award as well as any supplemental EPA grants awarded to the Coalition in the future.

D. Pursuant to the Wasatch Brownfields RLF Program established by the Coalition, the Redevelopment Agency of Ogden City (the "Agency") applied for low-interest loan from the RLF to cleanup property known as the Ogden Business Exchange and located at 600 West Exchange Road, Ogden, Utah. The Wasatch Brownfields Coalition Board reviewed the Agency's application and approved a loan to the Agency from the RLF in an amount not to exceed \$400,000.00, subject to certain terms and conditions. Following approval by the County Council pursuant to Salt Lake County Resolution No. 5034, the County and the Agency entered into a loan agreement dated November 30, 2015 (the "Loan Agreement"). Under the terms of the Loan Agreement, the County agreed to lend the Agency up to \$400,000.00 as part of the Wasatch Brownfields RLF Program to help finance eligible cleanup costs incurred by the Agency during the remediation of the Ogden Business Exchange property.

E. The County and the Agency now desire to amend the Loan Agreement to: (1) extend the loan disbursement period to December 31, 2017 (from October 1, 2016); (2) make

changes to the requirements that must be satisfied prior to the final disbursement of Loan Proceeds to the Agency; and (3) extend the time in which the Agency must complete the Remediation Work. As such, the County and the Agency now desire to enter into the amendment to the Loan Agreement attached hereto as **ATTACHMENT A** (the "Amendment").

### RESOLUTION

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

1. That the Amendment to the Loan Agreement attached hereto as **ATTACHMENT A** is hereby approved in substantially the form attached, and that the Salt Lake County Mayor is hereby authorized to execute the same; and
2. That the Amendment to Loan Agreement shall become effective as stated in the Amendment.

**APPROVED AND ADOPTED** in Salt Lake City, Salt Lake County, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Steve Debry, Chairperson

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Voting:

Council Member Bradley \_\_\_\_\_  
Council Member Bradshaw \_\_\_\_\_  
Council Member Burdick \_\_\_\_\_  
Council Member DeBry \_\_\_\_\_  
Council Member Granato \_\_\_\_\_  
Council Member Jensen \_\_\_\_\_  
Council Member Newton \_\_\_\_\_  
Council Member Snelgrove \_\_\_\_\_  
Council Member Wilson \_\_\_\_\_

APPROVED AS TO FORM:  
Digitally signed by  
Stephen Barnes  
Date: 2017.09.14  
14:31:40 -06'00'

\_\_\_\_\_  
Stephen Barnes  
Deputy District Attorney

**ATTACHMENT A**  
Amendment to Loan Agreement  
between  
Salt Lake County and Redevelopment Agency of Ogden City

**AMENDMENT**  
*to the*  
**LOAN AGREEMENT**  
*between*  
**SALT LAKE COUNTY**  
*and the*  
**REDEVELOPMENT AGENCY OF OGDEN CITY**

**THIS AMENDMENT** ("Amendment") is dated July 11, 2017 and entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah ("Lender"), and the **REDEVELOPMENT AGENCY OF OGDEN CITY**, a community development and renewal agency and political subdivision of the State of Utah (the "Borrower"). Lender and Borrower may each be referred to hereinafter as a "Party" and collectively as the "Parties."

**R E C I T A L S**

A. The Parties entered into a loan agreement dated November 31, 2015 (the "Loan Agreement"), which Loan Agreement is identified as Salt Lake County Contract No. ORD16001.

B. The Parties now desire to amend the Loan Agreement as provided herein.

**A M E N D M E N T**

NOW, THEREFORE, in consideration of the foregoing, the Lender and the Borrower hereby agree as follows:

1. Amendment to Section 2.1. Section 2.1 of the Agreement, entitled "Agreement to Lend," is hereby amended and restated in its entirety as follows:

"2.1 Agreement to Lend. The Borrower shall borrow from the Lender, and the Lender shall lend and disburse to or for the benefit of the Borrower, from time to time until December 31, 2017, an amount up to but not in excess of the Loan Amount, all on the terms and subject to the conditions of this Loan Agreement. The Borrower's liability for repayment of interest on account of the Loan shall be limited to and calculated with respect to Loan Proceeds actually disbursed to or on behalf of the Borrower pursuant to the terms of this Loan Agreement and the Note and only from the date or dates of such disbursements. The Lender may, in the Lender's sole discretion, disburse Loan Proceeds directly to third parties to pay costs or expenses required to be paid by the Borrower pursuant to this Loan Agreement. Loan Proceeds disbursed directly by the Lender to third parties to pay costs or expenses required to be paid by the Borrower pursuant to this Loan Agreement, shall be considered a disbursement to the Borrower."

2. Amendment to Subsection 2.6(b). Subsection 2.6(b) of the Agreement, entitled "Drawdown," is hereby amended and restated in its entirety as follows:

"(b) Drawdown. The Borrower shall drawdown 100% of the Loan Amount by December 31, 2017, or whatever date is required by the EPA if such date is earlier, otherwise the Borrower will not be entitled to further disbursements under this Loan Agreement and Note. Notwithstanding Section 2.1 or anything to the contrary in this Agreement, the Borrower acknowledges and agrees that the Lender will have no obligation to lend or disburse funds to the Borrower under this Agreement to the extent the Revolving Loan Fund grant from the EPA has been cancelled or withdrawn."

3. Amendment to Section 4.7. Section 4.7 of the Agreement, entitled "Requirements Prior to Final Disbursement of Loan Proceeds," is hereby amended and restated in its entirety as follows:

"4.7 Requirements Prior to Final Disbursement of Loan Proceeds. The Borrower shall have met the following requirements, in addition to the other requirements of Article 4, prior to a final disbursement of Loan Proceeds for Eligible Expenses:

(a) Completion of Project. The Remediation Work for each phase of the Project shall either: (i) have been fully completed, or (ii) be on track to be completed within twelve (12) months following the Borrower's submission of its final Request for Disbursement, as reasonably determined by the Lender.

(b) Certification of Completion. The Borrower shall have furnished to the Lender a certificate of completion issued by UDEQ for each phase of the Project that has been completed as of the date of the Borrower's final Request for Disbursement.

(c) Inspection. The Lender or its representative, at the Lender's sole option, has inspected the Property to sufficiently confirm completion of the Project or completion of the Project within (12) months following the Borrower's submission of its final Request for Disbursement.

(d) Other Requirements. All other applicable requirements, conditions, and covenants of this Agreement shall have been complied with."

4. Amendment to Section 5.12. Section 5.12 of the Agreement, entitled "Completion of Project," is hereby amended and restated in its entirety as follows:

"5.12 Completion of Project. The Borrower shall complete the Remediation Work in a timely manner in accordance with the final VCP cleanup plan, but in no event shall the Borrower take longer than thirty-six (36) months following the Effective Date of this Agreement to complete the Remediation Work. The Borrower shall notify the Lender when the Remediation Work is complete. The

notice shall contain certification or documentation necessary to prepare a Site Manager's Report developed in accordance with Section 300.165 of the NCP (i.e., 40 C.F.R. 300.165)."

5. All Other Terms Remain In Effect. Except as specifically modified and amended by the terms of this Amendment, the terms and provisions of the Agreement shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement (or a prior amendment) and this Amendment, the provisions of this Amendment shall control and govern.

6. Defined Terms and Effective Date. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement. If this Amendment is executed after the expiration of the period of performance stated in the underlying Agreement (or a prior amendment), then this Amendment shall relate back to and be effective from the last day of the previous period of performance; otherwise this Amendment shall take effect upon execution by both Parties.

7. Counterparts. This Amendment may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Amendment delivered by facsimile or email shall be deemed an original signed copy of this Amendment.

Each Party hereby signs this Amendment on the date written by each Party on the signature pages attached hereto.

*[The balance of this page was left blank intentionally – Signature pages follow]*



**AMENDMENT TO LOAN AGREEMENT -- SIGNATURE PAGE LENDER**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

Dated: \_\_\_\_\_, 20\_\_\_\_

***Approved by:***

DEPARTMENT OF REGIONAL PLANNING,  
HOUSING AND ECONOMIC DEVELOPMENT

By \_\_\_\_\_  
Carlton J. Christensen  
Department Director

Dated: \_\_\_\_\_, 20\_\_\_\_

***Approved as to Form and Legality:***

SALT LAKE COUNTY DISTRICT ATTORNEY



Digitally signed by  
Stephen Barnes  
Date: 2017.09.14  
14:32:04 -06'00'

By \_\_\_\_\_  
Deputy District Attorney

*[Signatures continue on next page.]*

**AMENDMENT TO LOAN AGREEMENT -- SIGNATURE PAGE FOR BORROWER**

**REDEVELOPMENT AGENCY OF  
OGDEN CITY:**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

***Approved as to Form and Legality:***

**ATTORNEY FOR REDEVELOPMENT  
AGENCY OF OGDEN CITY**

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_