

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2022-06RDA**

**A RESOLUTION APPROVING THE TERM SHEET FOR A
LOAN AGREEMENT BETWEEN REDEVELOPMENT AGENCY
OF MIDVALE CITY AND HIVE DESIGN GROUP.**

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, on November 17, 2015 the Agency adopted Resolution 2015-13RDA approving the CDA Project Area Plan for the Midvale Main Street CDA Project Area; and

WHEREAS, the Agency and Midvale City (“City”) seek to revitalize the Midvale Main Street CDA Project Area; and

WHEREAS, the Agency seeks to incentivize the right development and improvements through low interest loans to activate and revitalize Midvale’s Main Street area; and

WHEREAS, funds available in the amount of 1.5 million dollars were loaned from the Bingham Junction Project Area to the Main Street Project Area to be utilized as loans for eligible businesses and upon completion of the program, will be repaid to the Bingham Junction Project Area.

WHEREAS, the Hive Design Group has applied for a loan through the Main Street Business Loan in the amount of 250,000 for the purchase of the Midvale Main Street Theatre, to provide interior renovations to the upstairs office space and to fund the construction of the marquee sign.

WHEREAS, the Agency reviewed the application and supporting submitted and believes that the funds loaned to the Hive Design Group will contribute to the revitalization of the Midvale Main Street CDA Project Area.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby approve the Term Sheet for a Loan Agreement with Hive Design Group and authorizes the Chief Administrative Officer and Executive Director to execute the Loan Agreement within the parameters of the Term Sheet, subject to such other terms and conditions as recommended by Agency’s legal counsel.

Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, this 17th day of May, 2022.



Marcus Stevenson,
Chief Administrative Officer



A handwritten signature in black ink, appearing to read "Matt Dahl".

Matt Dahl
Executive Director

ATTEST:

A handwritten signature in black ink, appearing to read "Rori L. Andreason".

Rori L. Andreason, MMC
Secretary

Voting by the RDA Board:	"Aye"	"Nay"
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Midvale City Redevelopment Agency

Term Sheet for Loan Agreement

(HIVE Design Group)

Borrower:	Hive Design Group (Borrower)
Lender:	Redevelopment Agency of Midvale City (Lender)
Loan Amount:	\$250,000.00
Interest Rate:	1.75 Per Annum (fixed rate)
Term:	7 Years
<p>Payments:</p> <p>Security:</p> <p>Late Fee:</p> <p>Prepayment:</p> <p>Personal Guarantee</p> <p>Use of Proceeds</p>	<ol style="list-style-type: none"> 1. Borrower shall pay to RDA equal monthly payments of principal and interest based on the amortization schedule. 2. Borrower pledges real property in the amount of \$206,000 as security for the Loan. A deed of trust will be recorded against the Real Property concurrent with the agreement. 3. Borrower agrees to pay a late payment fee equal to five percent (5%) of the late amount if payment is received after the 15th day of the month in which the payment is due. All sums in default will accrue interest at the rate of 18% per annum, compounded monthly, before and after judgment, until paid in full. 4. Prepayment of the outstanding balance of the Loan, in whole or in part, may be made prior to the Maturity Date without a prepayment penalty. 5. The loan must have a personal guarantee from all owners with over 20% equity in the property or project. 6. Borrower shall use the proceeds of the Loan for the permitted uses which includes the purchase the Midvale Main Street Theatre, to provide interior renovations to the upstairs office space and to fund the construction of the marquee sign. 7. Borrower agrees to submit receipts, invoices, or other reasonable evidence as requested the RDA to verify that the Loan is being used for the permitted use.
Miscellaneous:	<ol style="list-style-type: none"> 1. Borrower shall have executed and delivered to Lender the Loan Documents in a form satisfactory to Lender. Guarantor shall have executed and delivered to Lender the Guaranty in a form satisfactory to Lender. 2. Borrower has to illustrate collateral to proposed loan ratio of 82%.