

RESOLUTION NO. 040 (2025/2026)

Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder

WHEREAS, the City of Nevada (the "City"), in Story County, State of Iowa, proposes to enter into an General Obligation Corporate Purpose Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,000,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (a) constructing street, storm water drainage, sidewalk, water system and sanitary sewer system improvements; and (b) acquiring and installing street lighting, signage and signalization improvements (collectively, the "Projects"); and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Nevada, Iowa, as follows:

Section 1. This City Council shall meet on February 9, 2026, at the City Hall, in the City, at six o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000

(GENERAL OBLIGATION)

The City Council of the City of Nevada, Iowa, will meet on February 9, 2026, at six o'clock p.m. at City Hall, Nevada, Iowa, for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$3,000,000 for the purpose of paying the costs, to that extent, of (a) constructing street, storm water drainage, sidewalk, water system and sanitary sewer system improvements; and (b) acquiring and installing street lighting, signage and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City. The payment of debt service under the Loan Agreement may be made subject, in whole or in part, to annual appropriation by the City Council.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$110.53, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Nevada, Iowa.

Erin Mousel
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$3,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved January 26, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City's proposal to take action in connection with certain loan agreement, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2026.

Erin Mousel, City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned City Clerk, do hereby certify that the City of Nevada is organized and operating under the provisions of Title IX of the Code of Iowa and that the City is operating under the Mayor-council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Ryan Condon, Mayor

Jordan Cook, City Administrator

Erin Mousel, City Clerk

Jason Sampson, Council Member/Mayor Pro Tem

Luke Spence, Council Member

Henry Corbin, Council Member

Charlie Good, Council Member

Andy Kelly, Council Member

Sandy Ehrig, Council Member

WITNESS MY HAND this ____ day of _____, 2026.

Erin Mousel, City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2026.

Erin Mousel, City Clerk

(Attach here the publisher's original affidavit with a clipping of the notice, as published.)

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January 20, 2026

VIA E-MAIL

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: Nevada, Iowa
2026 General Obligation Corporate Purpose Bonds

Dear Jordan:

I am writing to explain our role as bond and disclosure counsel for the City's proposed General Obligation borrowing. It is our understanding that the City will issue General Obligation Corporate Purpose Bonds, Series 2026A (the "Bonds") in the approximate principal amount of \$3,000,000 into the municipal bond market through a negotiated underwriting with D.A. Davidson & Co. (the "Underwriter").

As Bond Counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the Bonds. In serving the City as Bond Counsel, we will prepare appropriate resolutions, notices, agreements, filings and certificates, consult with the Underwriter and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the issuance of the Bonds, assuming the proper conditions are in place, we will deliver our opinion that (1) the Bonds are valid and binding general obligations of the City, and (2) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

We have also been asked to serve as Disclosure Counsel in order to assist with securities regulatory compliance for the offering of the Bonds. As Disclosure Counsel we will prepare the body of the official statement which will be necessary for the sale of the Bonds and consult and advise on related disclosure and continuing disclosure matters. We will perform "due diligence" functions and perform certain other functions as may be necessary to fulfill our responsibilities as Disclosure Counsel. We will not be responsible for the compilation, preparation and/or review of the financial and operating data to be included in Appendix A of the official statement, but we will coordinate with the Underwriter as they prepare that portion of the document.

It has come to our attention that our firm from time-to-time represents the Underwriter on certain unrelated legal matters, and the City's position will be technically adverse to the Underwriter as it issues the Bonds. Professional rules require a law firm to obtain client consents before representing one client on a matter which is adverse to another current client, even though the representations are on unrelated subject matters. In asking these consents, we assure you that: (1) that we will not use confidential client information in any way to either client's

disadvantage, and (2) that we will be able, fully and properly, to represent the City and the Underwriter on their separate matters without our representation of either client being affected by our representation of the other client. The Underwriter has already consented to this representation. By execution of this letter, the City will consent to the representation under these described conditions and consents to our current and future representation of the Underwriter on unrelated matters.

In performing our services as Bond Counsel and Disclosure Counsel, our sole client in this matter will be the City of Nevada. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City of Nevada.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the project, and (iv) the responsibilities we assume, we estimate that our aggregate fees and expenses for legal services as Bond Counsel and Disclosure Counsel will not exceed \$27,500. Customarily, we bill for our services in one summary statement after the closing of the credit facility, however, if closing has not occurred by July 1, 2026, we reserve the right to then bill for the value of our services rendered to date.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and scan and email an executed copy of this letter to lemke.susan@dorsey.com. If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/sl

cc: Kerin Wright

I understand and agree to the arrangements stated above.

CITY OF NEVADA, IOWA

BY: _____
 Mayor

Date: _____

ATTEST: _____
 City

Date: _____