IE] Item # 16
Date: 11/9/26

RESOLUTION NO. 044 (2026/2027)

A RESOLUTION APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR THE NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION FUND

WHEREAS, the City of Nevada, Iowa, has been awarded a $250,000 loan through the Iowa Economic Development Authority (IEDA) Nuisance Property and Abandoned Building Remediation Fund; and

WHEREAS, the funds will be used for demolition and site clearance activities at 334 11th Street, Nevada, Iowa, to facilitate redevelopment of the property for the construction of eight new homes; and

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Nevada, Iowa:

SECTION 1. The Loan Agreement and Promissory Note (Agreement No. 27-NPAB-002) between the City of Nevada and the Iowa Economic Development Authority, in the amount of $250,000, are hereby approved.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute the Loan Agreement, Promissory Note, and any necessary related documents on behalf of the City of Nevada.

SECTION 3. This resolution shall take effect immediately upon its adoption.

Passed and approved this 9th day of November, 2026.

_____
Ryan Condon, Mayor

Attest:

_____
Erin Mousel, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY
NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION FUND
LOAN AGREEMENT

RECIPIENT:	City of Nevada
AGREEMENT NUMBER:	27-NPAB-002
AWARD DATE:	10/28/2026
LOAN AMOUNT:	$250,000
MATURITY DATE:	09/30/2031

THIS NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION FUND LOAN AGREEMENT **(the "Agreement")** is made as of the Award Date by the IOWA ECONOMIC DEVELOPMENT AUTHORITY **("IEDA")**, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 and the City of Nevada, Iowa **("Recipient"), 1209 6th Street, Nevada, Iowa 50201**.

WHEREAS, the Recipient submitted an application to IEDA through IowaGrants.gov requesting financial assistance through the Nuisance Property and Abandoned Building Remediation Loan Fund program **(the "Program")** described at *Iowa Code* section 15.338, including providing a Project description and Project budget as described in Attachment A **(the "Project")**; and

WHEREAS, the Iowa Economic Development Authority Director **("Director")** approved the application and awarded the Recipient a maximum of $250,000 in financial assistance; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient and IEDA agree to the following terms:

1. Definitions.

a. "Costs Directly Related" means expenditures that are incurred for acquisition, demolition, disposal, redevelopment, or rehabilitation of a project to the extent they are attributable directly to the remediation or redevelopment of the property or its improvements. Examples of "Costs Directly Related" and expenditures that are not included as "Costs Directly Related are set out 261 *Iowa Administrative Code (IAC)* 22.2.

b. IOWAGRANTS.GOV. "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage awards received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.IowaGrants.gov. The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

c. "Project" means a proposed plan for the remediation or redevelopment of nuisance properties and abandoned buildings in a city.

d. "Public Nuisance" means the same as defined in Iowa Code section 657A.1 and includes buildings with blighted characteristics as described in Iowa Coder section 402.3.

e. "Redevelopment" means development activities associated with a project that are undertaken either for the purpose of remediating nuisance or abandoned properties, for constructing new buildings or improvements at a site where formerly existing buildings have been demolished, or for rehabilitating, reusing, or repurposing existing buildings or improvements at a project site.

f. "Remediation" or "Remediating" means the demolition, disposal, removal, repair,

improvement, or rehabilitation of nuisance property or abandoned buildings at a site included in a project.

2. General Loan Terms. The general terms of the Loan are as follows:

Maturity Date:	October 1, 2031
Interest Rate:	0%
Loan Amount:	$250,000
Disbursement of funds:	Requests for disbursement of funds shall be made through IowaGrants.gov using a General Accounting Expenditure ("GAX") form. The Recipient will submit proof of incurred or paid costs and documentation of any other matching funds Directly Related to the Project in support of each GAX. IEDA will review each GAX and supporting documentation, determine whether the incurred or paid costs submitted are Costs Directly Related to the Project and, if so, approve disbursement of funds. No request for disbursement shall be for an amount less than $25,000. Project shall be completed no later than September 30, 2029.
Repayment Due Date:	October 1, 2031
Repayment Terms:	Recipient to repay full loan amount due by October 1, 2031, provided that the loan is forgivable and if terms for forgiveness of the loan have not been satisfied. If not forgiven, an amortization schedule will be prepared that will set forth payments to be made to meet the debt retirement date as outlined above.
Property(ies) Address / Geographic description of areas boundaries:	334 11th Street, Nevada, Iowa 50201 (Parking lot and Burke Building)
Purpose:	Selected property demolition and clearance activities. Said lot must have undergone redevelopment to allow for the construction of 8 new homes to be built no later than September 30, 2029.

3. Agreement term. This Agreement shall be in full force and effect from complete execution of this Agreement until the Loan is repaid in full.

4. Covenants. The Recipient covenants as follows:

a. It shall use the loan only for Costs Directly Related to the Project.

b. The Public Nuisance for which the loan shall be used for Redevelopment or Remediation meets the definition of a "public nuisance" as defined herein and in applicable administrative rules.

c. The information contained in the Recipient's "Budget Activity" and the Recipient's Loan Application, both contained in the Recipient's IowaGrants.gov account, and other documents incorporated by this Agreement is true and accurate to the best of the Recipient's knowledge and belief.

d. Throughout the term of this Agreement, the Recipient shall remain eligible for and comply with the requirements of the Program described at *Iowa Code* section 15.338, 261 IAC Chapter 22, and the provisions of this Agreement.

5. Loan repayment terms. The Recipient shall repay the Loan on or before the Repayment Due Date. However, no repayment will be required, and the loan will be forgiven if IEDA determines that the Recipient has completed the Project by the Project ending date of September 30, 2029. The IEDA shall make the final determination as to whether Project activities and costs satisfy Program requirements and whether the Recipient completed the Project on or before the above-mentioned date.

6. Early repayment. The outstanding balance of the Loan may be prepaid in whole or in part without premium or penalty.

7. Acceleration upon default. In the event of an unremedied Event of Default under this Agreement, IEDA may declare the entire unpaid principal immediately due and payable.

8. Default. An unremedied Event of Default may result in termination of this Agreement and repayment of all or a portion of the Loan disbursed to Recipient plus default interest at a rate of 6% per annum and costs. Any one or more of the following shall constitute an Event of Default under this Agreement:

a. Failure to make a payment when due (whether by lapse of time, acceleration or otherwise) for more than ten (10) business days of the due date thereof of any Loan; or

b. Default in the observance or performance of any term of any Security Document required by this Agreement beyond any applicable grace period set forth therein or any deficient or not perfected security interest in the appropriate priority; or

c. Default in the observance or performance of any other provision of this Agreement; or

d. Any representation or warranty made by the Recipient in this Agreement or in any statement or certificate furnished by it pursuant to this Agreement, or made by the Recipient as found in the Recipient's IowaGrants.gov account, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof or the Recipient breaches any covenant set out herein; or

e. Any change in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Agreement, including, without limitation, judgments entered against the Recipient; or

f. IEDA in good faith deems the Recipient insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement, or the performance of or observance of the covenants in this Agreement, is or will be materially impaired; or

g. The Recipient or the Recipient's contractor(s) fails to employ only individuals legally authorized to work in this state.

9. Prohibition of assignment or transferability. The Recipient shall not sell, trade, transfer or otherwise assign any portion of the loan or any obligation to repay any portion of the Loan, except as expressly stipulated in this Agreement.

10. Security. The Recipient shall secure this Agreement by pledging local city funds, including, but not limited to, General Obligation bonds, revenue bonds, tax receipts, user fees, and other local sources.

11. Disbursements of Award Funds. The obligation of IEDA to disburse funds under this Agreement shall be subject to the conditions described in this section. Recipient shall submit requests for disbursement of funds. The minimum request for disbursement shall be $25,000. Recipient shall prepare, sign and submit disbursement requests and reports as specified in this Agreement in the form and content required by IEDA. Recipient shall review all disbursement requests and verify that claimed expenditures or incurred costs are allowable costs. The Recipient shall maintain documentation

adequate to support the claimed costs. Funds will not be disbursed until IEDA has received each of the following documents, properly executed and completed, and approved by IEDA as to form and substance:

a. Fully executed agreement.

b. A fully executed Promissory Note, in the form found in Exhibit A.

c. A fully executed Memorandum of Understanding between the Recipient and Its Grant Administrator, if required by IEDA to attain one.

d. IEDA shall have received such other contracts, instruments, documents, certificates, and opinions as the IEDA may reasonably request.

e. Requests for disbursement.

12. Representations and warranties. The Recipient represents and warrants to IEDA as follows:

a. The Recipient has full right and authority to enter into this Agreement. The person signing this Agreement has full authority on behalf of Recipient to:
   i. Sign this Agreement, and
   ii. Issue Promissory Notes on behalf of the Recipient, and
   iii. Secure Recipient's obligations under this Agreement, if required, and
   iv. Obligate the Recipient to perform each and all of the obligations under the Agreement.

b. The Recipient shall use the Loan only for the Purpose described in this Agreement.

c. Since the IEDA awarded the Loan, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

d. The statements and other information furnished to the IEDA and its agents by Recipient in its application and in connection with the negotiation of this agreement do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading.

e. The Recipient owns, possesses, or has the right to use all necessary property, intellectual, personal, real or otherwise, and has all necessary permits to conduct its business.

f. There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient threatened, against the Recipient, which if adversely determined, would result in any material adverse change in the financial condition of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

g. The Recipient is not in default under the terms or any covenant, indenture, or Agreement of or affecting the Recipient, which default, if uncured, would have a material adverse effect on its financial condition of the Recipient.

h. No default or event of default described in this Agreement has occurred or is continuing.

i. These warranties and representations are made as of the Recipient's execution of this Agreement and shall be deemed to be renewed and restated by the Recipient at the time of each request for disbursement of the Loan.

13. Records. The Recipient is required to maintain its books, records and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by IEDA. Records to verify compliance with the terms of this Agreement shall be available at all

times and made available to IEDA and its designees at places and times designated by IEDA for the duration of this Agreement and any extensions thereof. Recipient shall make its records available to: (i) IEDA, (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa, the Attorney General of the State of Iowa, (iv) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies. Recipient shall retain the records for a period of three (3) years from the fulfillment of obligations under this Agreement, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

14. Reports. The Recipient is required to submit periodic project status/accomplishment reports to IEDA in the manner and timeframe specified for such reports by IEDA.

15. Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA, the State of Iowa, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following: any claim, demand, action, citation or legal proceeding arising out of or resulting from the Loan; any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Agreement; any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Agreement; and any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of their agents in its or their capacity as an employer of a person.

16. Choice of Law and Forum. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. This provision shall not be construed as waiving any immunity to suit or liability in state or federal court which may be available to the IEDA, the State of Iowa or its members, officers, employees, or agents.

17. Governing Law. This Agreement and the rights and duties of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.

18. Agreement Amendments. Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, unless done so in writing and signed by the Recipient and IEDA. Examples of situations requiring an amendment include, but are not limited to, time extensions and significant alterations of Project activities.

19. Notices. Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately, the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth in Section 1, as modified from time to time, as being the address of the Recipient.

20. Headings. Article headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

21. Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Agreement. Any IEDA determinations with respect to compliance with the provisions of this Agreement shall be deemed to be final determinations pursuant to *Iowa Code* Chapter 17A, Iowa Administrative Procedure Act.

22. Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default

or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

23. Survival of Representations. All representations and warranties made herein or in any other Agreement document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Agreement and the other Agreement documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Agreement have been satisfied.

24. Severability of Provisions. Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement or any other Agreement document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and any other incorporated document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any other incorporated document invalid or unenforceable.

25. Termination. This Agreement can be terminated under each of the following circumstances:

a. Upon written agreement of the Recipient and IEDA.

b. As a result of the Recipient's unremedied event of default pursuant to this Agreement.

c. As a result of any termination, reduction, or delay of funds due, in whole or in part, to (i) lack of, reduction in, or a de-appropriation of revenues previously appropriated or authorized for this Agreement, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of funds available for loans available under the Nuisance Property And Abandoned Building Remediation Assistance program.

26. Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Agreement:

1. Attachment A - Recipient's "Loan Application" and "Budget Activity" as found in the Recipient's IowaGrants.gov account.
2. Exhibit A - Promissory Note(s)

27. Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Articles 1 - 28 of this Agreement.
2. Attachment A - Recipient's "Loan Application" and "Budget Activity" as found in the Recipient's IowaGrants.gov account.
3. Exhibit A - Promissory Note(s)

28. Integration. This Agreement contains the entire understanding between the Recipient and IEDA relating to the Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Agreement.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the latest date stated below.

RECIPIENT: City of Nevada

BY: _____ _____

Ryan Condon, Mayor — Date
City of Nevada
1209 6th Street
Nevada, Iowa 50201

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____ _____

Deborah Durham, Director — Date

EXHIBIT A

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, at its office at 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, the sum of $250,000 with interest thereon at 0 **percent (0%)** to be paid as follows:

1. **Full payment of $250,000 by loan maturity date of October 1, 2031.**

Upon any event of default, the whole amount then unpaid shall become immediately due and payable at the option of the holder.

The undersigned, in case of suit on this note, agrees to pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Note on default.

This note shall be secured by the Security specified in the Loan Agreement, NPAB Loan # 27-NPAB-002.

Makers, endorsers, and sureties waive demand of payment, notice of non-payment, protest, and notice. Sureties, endorsers, and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

RECIPIENT: City of Nevada

BY: _____ _____

Ryan Condon, Mayor
City of Nevada
1209 6th Street
Nevada, Iowa 50201

Date