

**NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION**

**RURAL BUSINESS ENTERPRISE GRANT**

**REVOLVING LOAN FUND**

April, 1997

This copy belongs to the Executive Director of NWIPDC.

**PROGRAM GUIDELINES  
FOR THE NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION  
RBEG ECONOMIC DEVELOPMENT REVOLVING LOAN FUND**

**Northwest Iowa Planning and Development Commission  
2303 West 18th Street  
P.O. Box 1493  
Spencer, Iowa 51301  
Phone (712) 262-7225 FAX (712) 262-7665**

**Concept of "Gap Financing"**

The Revolving Loan Fund (RLF), as established by the Northwest Iowa Planning and Development Commission (NWIPDC) and the U.S. Department of Agriculture Rural Development, is designed to facilitate new and expanded development activities in the Northwest Iowa Counties of: Palo Alto, Emmet, Clay, Buena Vista, Osceola, Dickinson, O'Brien, Lyon, and Sioux. The creation and retention of quality jobs serves as the main objective of this program. Toward this goal, NWIPDC does not intend to compete with local lending institutions or to act as a venture capitalist. Rather, by providing financial assistance to development opportunities, the RLF will bridge the financial gap that exists between the amount private lending institutions are willing to commit for project development and the total amount needed to bring opportunities to completion. The purpose of the RLF is to support business activities for which credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation or accomplishment of the project. NWIPDC reserves the right to recall the loan if these requirements are not met.

### **Forms of Assistance:**

The program will provide eligible businesses with loans within the following parameters:

1. The minimum interest rate charged will be 4% below the current money center prime quoted in the Wall Street Journal or the maximum interest allowed under state law, whichever is lower, but in no case may the interest rate be less than 4%. All loans will carry fixed, simple interest rates for the term of the loan.
2. The average loan is anticipated to be \$50,000; however, a loan limit of \$100,000 can be extended to a single RLF participant. Per county allocations will limit the loan amount during the initial cycle of the RLF.
3. The maximum loan term shall be ten years.
4. Loan extensions will be considered only in extreme circumstances.
5. Amortization of loans will generally be made in equal monthly installments. Balloon installments will not be considered.
6. The goal will be to attain a first position on loans with a discretionary ability to negotiate lesser positions if the project requires it and the project is feasible.
7. Only a prior written approval will schedule payment to be subordinate to the primary lender.
8. A moratorium on repayment of principal payments may be approved in cases of documented need and will not exceed 12 months.
9. A minimum of 10% equity must be provided by the applicant.
10. Acquisition and construction loans will require mortgages and M&E and working capital loans will require UCC filings.
11. All applicants will be required to provide personal guaranties.

### **Portfolio Standards and Targets:**

In order to achieve the economic objectives of the RLF and to address the financial problems of the LTED counties, the following standards have been adopted:

1. Based on the initial portfolio, a possible increase of approximately 40 to 60 created/retained jobs can be projected.
2. A portfolio average of \$7,500 of RLF money for each job created or retained will be the goal of the program if the wages are at least 85% of the county average (as determined by the State of Iowa). A portfolio average of \$5,000 of RLF money for each job created/retained will be the goal for jobs with wages below the 85% threshold.
3. The RLF program will attempt to direct a majority of all jobs created to the long-term unemployed. This will be accomplished through required applicant inquiries to the Job Training Partnership Act, Promise Jobs, and the Job Service of Iowa.
4. Priority will be given to loan applicants who meet the needs of the target population by providing permanent jobs and training opportunities for unskilled and semi-skilled workers.
5. The goal of the RLF program will be to attain a ratio \$2 private dollars to \$1 RLF for the initial loan portfolio. Private dollars will include any non-RLF moneys from other lenders or private sources, such as financial institutions, or SBA loans.
6. Industries and businesses which provide permanent jobs and training opportunities for the target population of unemployed, underemployed and minority citizens and meet the established RLF criteria can be considered eligible for a loan. Borrowers may address local need by providing employment for the target group.
7. RLF has a goal to target a portion of its funds toward minority-owned or minority controlled businesses and towards women's-owned business development.

### **Use of RLF Funds:**

Activities financed by the RLF will generally be, but not limited to, fixed assets financing (i.e., land acquisition, building, equipment and inventory loans).

Renovation, construction, refurbishing of plant and equipment will all be included in eligible activities. Working capital loans will be limited to a maximum of 50% during the grant disbursement phase of the RLF. Prohibited activities will include requests that are purely speculation in nature (i.e., land banking, speculation building, construction, etc.).

### **Program Targets to be Monitored by NWIPDC:**

NWIPDC has established, and will monitor, for the RLF program the following percentages as targets:

New Companies - 25%	Expansions/Retention - 75%
Public Loan Requests - 15%	Private Loans - 85%
Locally Owned - 70%	Outside Owned - 30%
Small Business - 90%	Large Companies - 10%
Industrial - 85%	Commercial - 15%
Traditional Activities - 75%	New Technology - 25%

The RLF Loan Committee will monitor the following criteria and review potential adjustments to strategy on a yearly basis:

- Number of jobs created/retained;
- Cost per new job;
- Percent of private funds leveraged;
- Delinquency rates;
- Wages of jobs; and
- Skill levels of jobs created.

### **Loan Selection Criteria:**

The following criteria will be utilized for ranking of applications:

- Number of jobs per dollars requested;
- Number of jobs created or retained;
- Percent of funds other than NWIPDC RLF in the project;
- Need and impact of the project, consideration is to include local employment conditions, resultant new economic activity, use of available other public incentives, project schedule, and property tax enhancement and other effects on the local tax base;
- Priority will be given to projects that will create manufacturing jobs and projects that will add value to Iowa resources;
- Quality and completeness of application materials.

### **Time Frame for Funding Decisions:**

A funding decision will be made by NWIPDC within approximately 45 days upon receipt by NWIPDC of a **complete** application. No costs incurred on the proposed project prior to authorization by the NWIPDC Executive Committee are reimbursable under this program unless agreed upon in writing by the Executive Committee.

## **RLF Fund Administration:**

The NWIPDC staff will provide day to day intake, processing, and communication for all RLF applicants. A loan review committee has been designated by the NWIPDC Executive Committee and is comprised of 14 members appointed from their counties to represent the interests of economic development. The loan review committee is charged with reviewing applications and suggesting recommendations for funding. Their recommendations are forwarded to the Executive Committee, which will act as the loan approval agency. The loan review committee will be responsible for loan modifications (or waivers) and loan foreclosure actions.

Administrative costs will be absorbed within the NWIPDC general fund budget until loan proceeds (interest on loans made) are received. NWIPDC proposes to use approximately 1/2 of the income on loan receivables to fund administrative costs.

Staff will prepare brochures to explain the program and its application procedures. The brochure is to be general in nature. Advertisement will be to all local development corporations, local banks, and the Small Business Development Center. Other marketing is not anticipated.

A NWIPDC funding decision is also contingent upon funds to be received from a Local Development Corporation. Therefore, applicants for the RLF are encouraged to begin the application process with a discussion of their project and funding needs with the staff of the Local Development Corporations.

NWIPDC staff will be responsible for reviewing and basic loan packaging for submission to the Loan Review Committee. The loan packaging process is as follows:

- 1.Meetings and interviews with the applicant to gain an understanding of the proposed project. Initial contact is to explain program and determine if the project meets the program goals, as well as review other possible alternatives.
- 2.Applicants that are determined eligible for RLF assistance are required to submit financial statements and other information necessary to complete the application. All applicants, whether or not qualified for RLF moneys will be referred to additional sources of funding and management assistance such as SBA, USDA/RD, State of Iowa CEBA and CDBG/EDSA funding. When appropriate, applicants will be referred to qualified financial advisors such as bankers or accountants.
- 3.Information will also be supplied to applicants concerning agencies that can supply market feasibility studies, conducting labor and resource surveys, making environmental impact assessments, and job training programs.



## **Loan Closing and Disbursement Procedures**

Prior to closing of loans, applicants will be required to provide documentation of "other sources" commitment to funding the project. The previously mentioned documents will be required prior to application submission and will be available prior to loan closing. Uniform Commercial Code filings will be completed on projects in which working capital or machinery equipment needs are financed by the RLF. Mortgages will be filed when construction costs are contributed for by the RLF. UCC searches will be conducted prior to filings. Each applicant receiving a RLF loan will be required to sign a loan agreement, personal guaranty, and a promissory note.

The borrower will be required to provide evidence that an asset has been ordered prior to receiving RLF money. Presence of "other sources" of funds contributing toward working capital will need to be documented prior to receipt of RLF for working capital. Requests for payments from contractors will serve as necessary evidence for disbursement of construction funds.

## **Loan Servicing Procedures**

Payment coupon books will be provided to all borrowers as the primary method of collection. Automatic payment withdrawals will be encouraged, and accepted for loan payments. Deposits relating to the RLF will be deposited in a federally insured account established by NWIPDC. A 5% late penalty fee will be assessed on all payments that are late. Loans that are in arrears over 90 days will be referred to legal counsel for right-to-cure procedures and for collection procedures. Action regarding arrears, RLF loan amendments, and RLF write-offs will be referred to the loan review committee for recommendations prior to action by the Executive Committee.

Loan monitoring procedures will include quarterly reporting which provides financial information on expenditures relating to construction, M&E, and working capital. Annually, the business will be required to submit cash flow statements and balance sheets. Additionally, the business will be required to provide documentation of insurance renewals. Site visits will be conducted at least annually during the course of the loan. Provisions for walk-in visits and financial reviews by the NWIPDC staff will be included as conditions of the loan.

## **Administrative Procedures**

RLF borrowers will be required to comply with all federal statutory and regulatory requirements which include, but are not limited to:

- environmental protection,
- civil rights,
- Davis-Bacon wage rates if applicable,



handicap access on construction projects,  
relocation of jobs from one labor market to another.

Federal requirements, as applicable, will be included in each RLF's standard loan agreement to ensure compliance.

Prior to initial grant disbursement, the following documents will be reviewed by counsel to ensure protection of RLF interests:

Note;  
Loan Agreement;  
Security Agreement(s);  
Deed of Trust or Mortgage;  
Insurance Policies (Property and Collateral Life);

**APPLICATION FORMS**

**FOR THE NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION  
RURAL BUSINESS ENTERPRISE GRANT  
REVOLVING LOAN FUND**

**Commission**

**Northwest Iowa Planning and Development**

**2303 West 18th Street**

**P.O. Box 1493**

**Spencer, Iowa 51301**

**Phone (712) 262-7225 FAX (712) 262-7665**

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Sponsoring Local Development Corporation: \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

I, the undersigned, hereby give permission to the Northwest Iowa Planning and Development Commission to research the company's history, make credit checks, contact the company's financial institution, and perform other related activities for the reasonable evaluation of this project.

\_\_\_\_\_  
Signature of Company Officer:

**Note: A Non-refundable Application Fee of \$50 is due at the time this application is submitted.**

**AUTHORIZATION FOR RELEASE OF  
CREDIT INFORMATION**

(Supplement to Loan Application to be executed by all applicants)

Applicant Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

I (We) hereby supplement my (our) Loan Application with NWIPDC and agree as follows:

1. This application and any support information is the property of NWIPDC.
2. NWIPDC is authorized to make credit checks or inquiries concerning matters listed as assets, liabilities, and references relevant to this loan application for any transaction relating to any loans made pursuant to this application.
3. Creditors and others are authorized to disclose information relative to any loans, accounts, purchases, or other financial transactions, past or current, to NWIPDC.
4. NWIPDC is authorized to share with credit reporting agencies and other creditors doing business with applicant information regarding the extension of credit.

\_\_\_\_\_ Date \_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Applicant's Signature

(Photocopies of this portion of the application may be presented to and relied upon by my creditor and others as evidence of my authorization to release information to NWIPDC.)

1. Briefly summarize the project as proposed in your Business Plan:
  
2. What date will the project: begin? \_\_\_\_\_  
be completed? \_\_\_\_\_
  
3. What will the loan proceeds be used for? (i.e. purchase machinery, etc.)
  
4. How many employees are currently employed by the company?  
\_\_\_\_\_
  
5. How many new employees will the company hire if the project is completed?

	Full-Time	Part-Time
Within one year:	_____	_____
Within two years:	_____	_____
Within term of loan:	_____	_____
  
6. Will any of the current employees lose their jobs if the project does not proceed?  
(If yes, please explain and list number)
  
7. What is the average wage or salary projected to be for the new employees?
  
8. Describe what type of fringe benefits the employees will receive (ex. insurance, 401k, etc.).

**9. SUMMARY OF PROJECT COSTS AND PROPOSED FINANCING SOURCES**

Use of Funds		Sources					
Activity	Cost	Source A	Source B	Source C	Source D	Source E	Source F
Land Acquis.							
Site Preparation							
Building Acquisition							
Building Construction							
Building Remodeling							
Machinery and Equipment							
Furniture and Fixtures							
Permanent Working Capital							
Training							
<b>Total</b>							

**10. TERMS OF PROPOSED FINANCING**

CODE: SOURCE (INCLUDE ALL SOURCES IN QUESTIONS 26)	Amount	Type	Rate	Term

<b>Source A:</b>				
<b>Source B</b>				
<b>Source C:</b>				
<b>Source D:</b>				
<b>Source F:</b>				
<b>Source E:</b>				
<b>TOTAL:</b>				

11. Terms of loan agreement:

NWIPDC Revolving Loan Fund

A.Principal Amount \$ \_\_\_\_\_

B.Interest Rate \_\_\_\_\_

C.Terms \_\_\_\_\_

Conventional Financing

A.Principal Amount \$ \_\_\_\_\_

B.Interest Rate \_\_\_\_\_

C.Terms \_\_\_\_\_

D.Monthly Payment \_\_\_\_\_

E.Total Debt Service (P&I) \$ \_\_\_\_\_

12.What type of security will the business provide the NWIPDC? (please list all liens/filings, amounts, and position of the NWIPDC security interest)

13.Is any officer, director, or controlling group of the NWIPDC an officer, director, or holder of any direct or indirect pecuniary interest in the business?

\_\_\_ YES \_\_\_ NO

### **NWIPDC Loan Application Submittal Checklist**

In completing the application forms, NWIPDC urges the applicant to submit the same information previously submitted to a bank, local development corporation, or federal/state lending agency. In most cases, the same documentation may be used.

\_\_\_ Business Plan for all applicants and a Marketing Plan if the application is for a new business start-up (Exhibit #1)

\_\_\_ Balance Sheets and Profit and Loss Statements for the past three years (Exhibit #2)

\_\_\_ Balance Sheets and Profit and Loss Statements projected for the next two years (Exhibit #3)

\_\_\_ Letters of Commitment of Funds from banks and all lenders participating in the project and terms of the commitment(s) (Exhibit #4)

\_\_\_ A copy of existing or proposed lease or purchase agreement or other financing arrangements (Exhibit #5)

\_\_\_ An independent appraisal on property being acquired that includes: before construction value, after construction value, and quick sale value (Exhibit #6)

\_\_\_ A copy of the deed to the property involved (Exhibit #7)

\_\_\_ Preliminary plans and specifications covering new construction and cost estimates for machinery and equipment (Exhibit #8)

\_\_\_ Resumes of the principals involved in the firm (Exhibit #9)

\_\_\_ If your business is a franchise, include a copy of the franchise agreement and the Franchiser's FTC Disclosure Statement (Exhibit #10)

\_\_\_ Current personal financial statement for each owner, partner, and each stockholder with 20% or more ownership of the business (Exhibit #11)



\_\_\_\_\_ Resolution from the Board of Directors, if a corporation, authorizing the business to borrow and the Corporation's Certification of Good Standing. If a Partnership is involved, provide a Partnership Agreement and a Certificate as to Partners (Exhibit #12)

\_\_\_\_\_ Statement of Assurances (Exhibit #13)

\_\_\_\_\_ Statement of Required Acts (Exhibit #14)

\_\_\_\_\_ If any officer, director, or controlling group of the NWIPDC an officer, director, or holder of any direct or indirect pecuniary interest in the business please attach an explanation

\_\_\_\_\_ Credit report as provided to the primary lending institution (Exhibit #15)

\_\_\_\_\_ Environmental Review (Exhibit #16)

Exhibit #16 (Applicant must use NWIPDC form)

**NWIPDC RLF Environmental Review Workup Checklist**

A. Name of company or business:

B. Project name and location:

C. Brief description of proposed activity:

D. 1) Is the proposed activity in compliance with local and regional comprehensive plans? Yes \_\_\_\_\_ No \_\_\_\_\_ Uncertain \_\_\_\_\_

2) Is the proposed activity in compliance with applicable local ordinances and standards? Yes \_\_\_\_\_ No \_\_\_\_\_ Uncertain \_\_\_\_\_

3) Is the proposed activity in compliance with state and federal regulations and legislation? Yes \_\_\_\_\_ No \_\_\_\_\_ Uncertain \_\_\_\_\_

E. 1) Are there properties listed on, nominated to, or eligible for nomination to, the National Register of Historic Places on the site, or in the immediate vicinity of the proposed activity? Yes \_\_\_\_\_ No \_\_\_\_\_

2) If yes, does the proposed action have an effect on the properties?  
Yes \_\_\_\_\_ No \_\_\_\_\_

3) How has this determination been made?

4) If a determination of effect has been made, has the State Historical Department been consulted to determine whether or not the effect is adverse?  
Yes \_\_\_\_\_ No \_\_\_\_\_

F. Give a brief description of the existing environmental conditions and trends which are likely to occur without implementation of your proposed activity.

- G. Identify and discuss immediate impacts of short duration (such as during construction and initial use or early stages of implementation) of the project on the environment. Please list what ameliorative measures will be taken to correct adverse impacts, where appropriate.

H. Environmental Checklist:

Rate the proposed activity of the following environmental components in terms of actual or potential impacts on the project, on the environment, or on the project.

All identified impacts must be discussed in Section "J" along with the ameliorative measures which will be taken, where appropriate. In addition, all major (those with a ranking of 2) adverse impacts must also be evaluated in terms of trade-off to be made between environmental concerns and the area's need for the project.

All clearances containing only ratings of N/A, 0, 1, are considered to be "normal" clearances, while those clearances containing ratings of 2 are "special" clearances.

The rating scale is as follows:

0 = no impacts.

1 = minor impacts (i.e., those impacts which can be easily mitigated with minimal extra expenses or delay in project implementation).

2 = major adverse impacts (i.e., those impacts which cannot be mitigated or which would require extensive mitigation long delays of project implementation).

N/A = not applicable to the type of activity proposed.

Each assigned rating should be footnoted and appropriately appended to indicate source and documentation.

**Anticipated Impacts of the Project on the Environment**

- 1.Unique geologic features on site or in vicinity \_\_\_\_\_
- 2.Valuable geologic resources within 1 mile of site \_\_\_\_\_
- 3.Slope stability \_\_\_\_\_
- 4.Depth of impermeable layers Subsidence \_\_\_\_\_
- 5.Consolidation (geologic) Seismic risk \_\_\_\_\_
- 6.Foundation support \_\_\_\_\_
- 7.Soil plasticity \_\_\_\_\_
- 8.Frost susceptibility \_\_\_\_\_
- 9.Liquefaction \_\_\_\_\_
- 10.Erosion/sedimentation \_\_\_\_\_
- 11.Soil permeability \_\_\_\_\_
- 12.Abandoned, active or planned sanitary land fills \_\_\_\_\_
- 13.Wetlands Coastal/zones/shorelines \_\_\_\_\_
- 14.Mine dumps/spoil areas \_\_\_\_\_
- 15.Hydrologic balance \_\_\_\_\_
- 16.Aquifer yield \_\_\_\_\_
- 17.Drainage \_\_\_\_\_
- 18.Flooding \_\_\_\_\_
- 19.Water quality \_\_\_\_\_
- 20.Ground water \_\_\_\_\_
- 21.Surface water \_\_\_\_\_
- 22.Unique or endangered animal species \_\_\_\_\_
- 23.Vegetative community \_\_\_\_\_
- 24.Plant/animal diversity \_\_\_\_\_
- 25.Nutrient cycling \_\_\_\_\_
- 26.Special climatic conditions \_\_\_\_\_
- 27.Forest/range fires \_\_\_\_\_
- 28.Energy resources \_\_\_\_\_
- 29.Air quality \_\_\_\_\_
- 30.Education facilities \_\_\_\_\_
  - Elementary \_\_\_\_\_
  - \_\_\_\_\_
  - Junior high/senior high \_\_\_\_\_
  - \_\_\_\_\_
  - other (specify) \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
- 31.Employment \_\_\_\_\_
- 32.Commercial facilities \_\_\_\_\_

- 33. Health care/social services \_\_\_\_\_
- 34. Water supply system \_\_\_\_\_
- 35. Sanitary sewer system \_\_\_\_\_
- 36. Storm sewer system \_\_\_\_\_
- 37. Solid waste disposal \_\_\_\_\_
- 38. Police and fire protection \_\_\_\_\_
- 39. Parks/playgrounds/open space use \_\_\_\_\_
- 40. Other recreation facilities \_\_\_\_\_
- 41. Public transportation \_\_\_\_\_
- 42. Cultural facilities \_\_\_\_\_
- 43. Site hazards \_\_\_\_\_
- 44. Structural safety \_\_\_\_\_
- 45. Safety (materials) \_\_\_\_\_
- 46. Cultural patterns \_\_\_\_\_
- 47. Road safety and design \_\_\_\_\_
- 48. Noise: \_\_\_\_\_
  - Airports (within 15 miles) \_\_\_\_\_
  - Railroads (within 3,000 feet) \_\_\_\_\_
  - Major roads (within 1,000 feet) \_\_\_\_\_
  - Other (specify) \_\_\_\_\_
- 49. Vibration \_\_\_\_\_
- 50. Odor \_\_\_\_\_
- 51. Light \_\_\_\_\_
- 52. Temperature \_\_\_\_\_
- 53. Socio-economic character of the neighborhood \_\_\_\_\_
- 54. Physical character of the neighborhood \_\_\_\_\_
- 55. Crime levels \_\_\_\_\_
- 56. Nuisances \_\_\_\_\_
- 57. Compatibility of land uses \_\_\_\_\_
- 58. Aesthetic compatibility \_\_\_\_\_
- 59. Displacement of persons and families \_\_\_\_\_

J. Discuss the probable adverse and beneficial impacts of the proposed activity on the environment. Assess the significance of the impacts in terms of the magnitude of impact and the importance of the impact in the context of local/regional/state/national goals and concerns.

K. Describe and evaluate possible modifications to the proposed activity or provisions which could be added to enhance environmental quality or reduce potential adverse environment impacts.

L. Describe and evaluate the major alternatives to the proposed activity which would eliminate or minimize environmental impacts or enhance environmental quality. Compare the costs and benefits of the alternatives and discuss why they should be adopted or rejected.

M. Have the residents of the area which will be affected by the proposed activity been made aware of the proposal? \_\_\_\_\_yes \_\_\_\_\_ no

Based on the most complete information available, is there evidence of actual or potential controversy on environmental issues? \_\_\_\_\_ yes \_\_\_\_\_ no

N. Findings

Based on the information derived from the review and evaluation of the above items and of supporting documentation, the following finding is made:

\_\_\_\_\_ The request for funds for the proposed activity is not an action which may significantly affect the quality of the human environment.

\_\_\_\_\_ The request for funds for the proposed activity is an action which may significantly affect the quality of the human environment. An environmental impact statement is required.

\_\_\_\_\_ The proposed activity should not be undertaken. Even after appropriate modifications to the proposal, there exist unacceptable environmental impacts which are unavoidable.

O. Briefly summarize the basis for the above finding.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Date Reviewed: \_\_\_\_\_

Reviewer: \_\_\_\_\_



Exhibit 14 (Applicant must use NWIPDC form)

**Statement of Required Acts**

I certify to the best of my knowledge and belief, data in the application is true and correct, including any commitment of local resources, the document has been duly authorized by the governing body of the applicant, and the applicant will comply with all applicable Federal and State requirements, including the following if this assistance is approved:

A.Housing and Community Development Act of 1974, as amended;

B.Age Discrimination Act of 1975;

C.Section 504 of the Rehabilitation Act of 1973;

D.Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a-5) where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;

E.National Environmental Policy Act of 1969; and

F.Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III.

G Public Works and Economic Development Act of 1965, as amended

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

Exhibit #12 (Applicant must use NWIPDC form)

**Manager's Resolution**

I, \_\_\_\_\_, as owner of \_\_\_\_\_, an Iowa corporation, do hereby certify that \_\_\_\_\_ (hereinafter the "company") has adopted the following policies and courses of action:

Whereas, I have determined that the company has outgrown its current facilities, which has curtailed growth;

Whereas, the company has a solid history of rapid growth and can be expected to do so in the future:

Whereas, as Manager, I have determined that an expansion of the business, has created a need for 21 additional employees;

Whereas, the company intends to raise no less than \$ \_\_\_\_\_ through owner equity or a conventional financing source to apply to business expansion;

Whereas, the company desires to obtain additional financing through the NWIPDC to assist in financing the business expansion;

NOW, THEREFORE, BE IT RESOLVED that the Owner of this company seeks to obtain funding in the amount of \$ \_\_\_\_\_ (LOAN REQUEST) from the NWIPDC EDA Revolving Loan Fund and \_\_\_\_\_, as owner of the company, shall be permitted to execute a loan application to the NWIPDC EDA Revolving Loan Fund and shall execute such loan documents as are necessary to obtain and complete such a loan, if approved; and

BE IT FURTHER RESOLVED that the company shall make obtaining such a loan from the NWIPDC EDA Revolving Loan Fund conditional upon the securing of adequate conventional financing and equity requirements as set forth by the NWIPDC.

In witness thereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Name/Title

Exhibit #13 (Applicant must use NWIPDC form)

**Revolving Loan Fund  
Environmental Assurance and  
Compliance Commitment**

(COMPANY NAME) hereinafter called the  
BORROWER), AND ITS PRINCIPALS, \_\_\_\_\_  
\_\_\_\_\_

agree to indemnify and hold harmless the NWIPDC, (hereinafter called the LENDER), its agents, and assigns from and against any damages, cost, liability or expense, including attorney and other professional fees directly or indirectly attributable to the release, threatened release, discharge, manufacture, production, storage, disposal or presence of hazardous toxic substances, either on or under BORROWER'S property or property in which the BORROWER has an interest, including adjoining real property, brought on by the BORROWER'S conduct of business.

The indemnification will specifically survive, and is entirely independent of: 1) the BORROWER'S contractual obligation to repay the primary obligation held by LENDER as amended, extended or renewed by BORROWER; 2) the repayment in full of the BORROWER'S indebtedness to LENDER; and 3) the release of LENDER'S liens on BORROWER'S real or personal property by payment, foreclosure or other action, including LENDER'S discretionary abandonment of lien.

Furthermore, the BORROWER, and its principals, as individuals, hereby assure the LENDER they will abide by all federal and state statutes and/or regulations regarding environmental protection issues. Additionally, the BORROWER and its principals named to address environmental issues by area of compliance, and to operate under the latest applicable standards, including, but not limited to, the following:

AIR QUALITY: Clean Air Act of 1970, as Amended (42 U.S.C. 7401-7642) EPA Regulation 40 CFR Part 50, and Partially 40 CFR Part 51, 52, 61;

HISTORIC PROPERTIES: National Historic Preservation Act of 1966, Section 106 (16 U.S.C. 470-4704); Preservation of Historic and Archaeological Data Act of 1974 (16 U.S.C. C 469-469c); Executive Order 11593 -- Protection and Enhancement of the Cultural Environment;

FLOODPLAIN: Flood Disaster Protection Act of 1973 (PL 93-234) and Implementary Regulations; Title 24, Chapter X, Subchapter B, National Flood Insurance Program (44 CFR 59-75);

WETLANDS: Executive Order 11990, Protection of Wetlands and Applicable State Legislation or Regulations;

COASTAL ZONE: Coastal Zone Management Act of 1972, as Amended (16 U.S.C. 1451-1464);

WATER QUALITY: Federal Water Pollution Control Act, as Amended (33 U.S.C. 1251-1376); Safe Drinking Water Act of 1974 (42 U.S.C. 300f-300j-10), as Amended; Kansas Storage Tank Act of 1989; Kansas Groundwater Pollution and Protection Act of 1989;

SOLID WASTE DISPOSAL: Solid Waste Disposal Act, as Amended' by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6987); U.S. Environmental Protection Agency (EPA) Implementing Regulations (40 CFR Parts 240-265);

FISH AND WILDLIFE: Fish and Wildlife Coordination Act (16 U.S.C. 661-666c);

ENDANGERED SPECIES: Endangered Species Act of 1973, as Amended (16 U.S.C. 153 -1543); and,

CHEMICALS AND HAZARDOUS WASTE: Toxic Substances Control Act, (15 U.S.C. 2601 et seq).

So stated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Current Executive Officer

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal