

RESOLUTION NO. 2025-071

A RESOLUTION APPROVING THE AMENDMENT TO THE DEVELOPER'S AGREEMENTS FOR PRAIRIE VILLAGE

Whereas, The City recognizes a need to clarify language in the Developer's Agreements for the Prairie Village Development to address the final plat and remaining improvements and amenities that still need to be completed; and,

Whereas, the City Council wishes to change the developer's agreements to reflect said items,

Now, therefore be it resolved by the City Council of the City of Tiffin, Iowa to approve the amendment to the developer's agreements for Prairie Village as reflected on the attached document.

On the 1st day of July, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson _____ introduced **RESOLUTION NO. 2025-071, A RESOLUTION APPROVING THE AMENDMENT TO THE DEVELOPER'S AGREEMENTS FOR PRAIRIE VILLAGE** and made a motion for approval. Motion seconded by Councilperson _____

Ayes:

Nays:

Absent:

Whereupon _____ Council members were present and voted approval and Mayor Kasparek declared that the **RESOLUTION NO. 2025-071, A RESOLUTION APPROVING THE AMENDMENT TO THE DEVELOPER'S AGREEMENTS FOR PRAIRIE VILLAGE** to be adopted and signified his approval of the same by affixing his signature thereto.

Passed by the City Council on the 1st day of July, 2025.

City of Tiffin

Tim Kasparek, Mayor

ATTEST: _____
Abigail Hora, City Clerk

**AMENDMENT TO DEVELOPER'S AGREEMENTS
PRAIRIE VILLAGE**

This Amendment (the "Amendment") is made as of the ____ day of July, 2025 (the "Effective Date"), by and among the City of Tiffin, Iowa, a municipal corporation (the "City"), and Iowa Development Group, Inc., an Iowa corporation, and TPV Commercial, LLC, an Iowa limited liability company (collectively, "Developer").

WITNESSETH:

WHEREAS, the City and Developer are parties to three Developer's Agreements recorded in Book 5817, Page 956 ("2018 Agreement"), Book 6429 Page 361 ("2022 Agreement"), and Book 6528, Page 28 ("2023 Agreement"); all of the records of the Johnson County, Iowa Recorder (collectively, "Agreements"); and

WHEREAS, the Developer owns the real estate subject to such Agreements.

WHEREAS, the City and Developer desire to amend the Agreements as contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The last sentence of Section 3(C)(4) of the 2018 Agreement is deleted in its entirety.
2. The following of Section 6 of the 2018 Agreement is deleted:

"Phase 2 will involve the development of Lot 3 ("Phase 2"). Phase 2 development will not commence until a traffic study has been done to determine the need for a traffic light or other street modifications at the corner of Highway 6 and what will be N. Kimberlite Street. Developer is not required to construct N. Kimberlite Street, and the adjoining sidewalks as a condition of a final plat approval for Phase 1. All public improvement associated with N. Kimberlite Street, the adjoining sidewalks, and the intersection of Highway 6 and N. Kimberlite St. will be done in conjunction with Phase 2. The final plat for Phase 2 shall include, at a minimum:

1. The installation of the intersection of State Street and North Kimberlite Street and N. Kimberlite Street.
2. The City and the Developer may enter into a separate Development Agreement for Lot 3, which may provide the Developer with certain development incentives.
3. The City and the Developer shall coordinate the installation of a traffic light, turn lane

off of Highway 6, or other traffic control measure as determined by a traffic study. The City and Developer shall share the cost of any traffic light, turn lane or other traffic control measure(s), such allocation of cost to be specifically approved by the City Council at a later date. The cost sharing may be included in the development agreement specified in the prior paragraph.”

The following is inserted in lieu thereof:

“All public improvements associated with N. Kimberlite Street, including but not limited to constructing N. Kimberlite Street and installing a traffic light at the intersection of N. Kimberlite St. and Highway 6, must be completed and accepted by the City prior to the issuance of any certificate of occupancy for Lots 54 and 55 in Prairie Village Part 3, Phase 4 subdivision.”

3. The last two sentences of Section 3(C)(4) of the 2022 Agreement are deleted in their entirety and the following inserted in lieu thereof:

“This requirement includes the construction of a sidewalk along the west side of N. Kimberlite which is eight feet in width, and the construction of a sidewalk along the east side of N. Kimberlite which is five feet in width.”

4. The last sentence of Section 3(C)(4) of the 2023 Agreement is deleted in its entirety and the following inserted in lieu thereof: “The sidewalks to be installed along the streets abutting Outlot Z must be completed prior to the City accepting Outlot Z as provided for in Section 3(C)(10).”

5. Except as amended herein, all other terms and provisions of the Agreements remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have caused this Amendment to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF TIFFIN, IOWA

Attest:

By: _____
Tim Kasperek, Mayor

Abigail Hora, City Clerk

STATE OF IOWA, JOHNSON COUNTY) ss:

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Tim Kasperek and Abigail Hora, to me personally known, who, being duly sworn did say that they were the Mayor and City Clerk, respectively, of the City of Tiffin, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, and said City Manager and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa
My Commission Expires: _____

IOWA DEVELOPMENT GROUP, INC.

By: _____
Matthew Adam, President

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on _____, 2025
by Matthew Adam as President of Iowa Development Group, Inc., an Iowa corporation.

Notary Public

TPV COMMERCIAL, LLC

By: _____
Matthew Adam, Manager

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on _____, 2025
by Matthew Adam as Manager of TPV Commercial, LLC, an Iowa limited liability
company.

Notary Public