

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(IOWA DEVELOPMENT GROUP, INC.)

436989-54

Tiffin, Iowa

March 3, 2026

A meeting of the City Council of the City of Tiffin, Iowa, was held at ____ p.m., on March 3, 2026, at the _____, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. 2026-015

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Iowa Development Group, Inc., Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Tiffin, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Tiffin Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Iowa Development Group, Inc. (the “Developer”) in connection with the construction of a new building (the “Clinic Project”) in the Urban Renewal Area for use in the business operations of a medical clinic; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments to the Developer in an amount not to exceed \$400,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Tiffin, Iowa, as follows:

Section 1. This City Council shall meet on March 17, 2026, at ____:____ p.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
IOWA DEVELOPMENT GROUP, INC. AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Tiffin, Iowa, will meet at the _____, on March 17, 2026, at __:____ p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Iowa Development Group, Inc. (the “Developer”), in connection with the construction of a new building (the “Clinic Project”) on certain real property in the Tiffin Urban Renewal Area (the “Urban Renewal Area”) for use in the business operations of a medical clinic, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments (the “Payments”) to the Developer in a total amount not exceeding \$400,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Developer under the Development Agreement will not be a general obligation of the City, but such Payments will be payable solely and only from incremental property tax revenues generated within the Tiffin Urban Renewal Area. Some or all of the Payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Tiffin, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Abigail Hora
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 3, 2026.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
JOHNSON COUNTY
CITY OF TIFFIN

SS:

I, the undersigned, City Clerk of the City of Tiffin, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original 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.

City Clerk

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

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

February 26, 2026

Via Email

Doug Boldt
City Administrator/City Hall
Tiffin, Iowa

Re: Development Agreement (Iowa Development Group, Inc.)
Our File No. 436989-54

Dear Doug:

Attached please find proceedings to enable the City Council to act on March 3, 2026 to set March 17, 2026 as the date for a public hearing on the proposed Development Agreement with Iowa Development Group, Inc., including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is March 13, 2026. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to wingfield.nathaniel@dorsey.com.

We will prepare and forward to you in time for the March 17, 2026 meeting the necessary proceedings to approve the Agreement. We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Abigail Hora

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Tiffin, Iowa (the “City”) and Iowa Development Group, Inc. (the “Developer”) as of the ____ day of _____, 2026 (the “Commencement Date”).

WHEREAS, the City has established the Tiffin Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Developer has proposed to undertake the construction of a building (the “Project”) for use in the business operations of a medical clinic on the Property; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Developer to pay the costs of constructing and maintaining the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Project Construction; Project Maintenance.

Project

The Developer agrees to construct the Project on the Property. The Developer agrees to submit a detailed site plan (the “Site Plan”) for the development of the Project to the City for review and approval. Upon approval by the City, the Site Plan shall be attached hereto as Exhibit B. The Developer agrees to construct the Project in accordance with the Site Plan and in full compliance with local zoning, land use, building and safety codes and regulations. The Developer shall complete the construction of the Project by December 31, 2026.

Business Operations Requirement

The Developer agrees to maintain ownership of the Project and to ensure that the completed Project is used in the business operations of a medical clinic throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

Maintenance of Property

Further, throughout the Term of this Agreement, the Developer agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good

repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. The Developer agrees to maintain compliance with local zoning, land use, building and safety codes and regulations throughout the Term of this Agreement.

2. Property Taxes. The Developer agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

3. Property Tax Payment Certification. The Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2027, an amount (the “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by fifty percent (50%) (the “Annual Percentage”). In submitting each such Developer’s Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Johnson County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

The “Base Valuation” of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2026.

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.3.

4. Annual Certification. Upon request by the City, and to assist the City in monitoring the performance of the Developer under this Agreement, a duly authorized officer of the Developer shall certify to the City to the best of the Developer’s knowledge (a) that all taxes owed on the Property have been timely paid; (b) that the Developer is not in material violation of this Agreement; and (c) that the Developer is in compliance with the Business Operations Requirement. The Developer’s certification pursuant to this Section A.4 shall be in substantially the form set forth on Exhibit D attached hereto and shall be submitted to the City within thirty (30) days of the City’s written request. The Developer shall provide such supporting

documentation as the City may reasonably request in connection with its review of the certification under this Section A.4.

5. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- i. Failure by the Developer to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Developer to comply with the Business Operations Requirement.
- iii. Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- iv. Failure by the Developer to comply with Sections A.3 and A.4 of this Agreement.
- v. Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of such notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- ii. Withhold the Payments provided for under Section B.1 below.
- iii. Terminate this Agreement.

6. Legal Fees. The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area.

During the first two (2) years in which Payments (as defined in Section B.1 of this Agreement) are payable, and prior to disbursing any such Payments to the Developer, the City shall withhold from the Incremental Property Tax Revenues an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$10,000 or (2) the Actual Admin Costs. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall thereafter be made as hereinafter set forth.

B. City's Obligations

1. Payments. In recognition of the Developer's obligations set out above, the City agrees to make twenty (20) annual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Developer during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$400,000 (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Johnson County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

This Agreement assumes that the taxable value of the Project will go on the property tax rolls as of January 1, 2027. Accordingly, Payments will be made on June 1 and December 1 of each fiscal year, beginning December 1, 2028, and continuing through and including June 1, 2038, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2027, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto, or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.3 above, provided however that no Payment shall be made after June 1, 2038.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2028 and on June 1, 2029, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by

December 1, 2027). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Johnson County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Johnson County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer’s rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2038, or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement 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

By: _____
Mayor

Attest:

City Clerk

IOWA DEVELOPMENT GROUP, INC.

[Name, Title]

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Tiffin, Johnson County, State of Iowa, bearing Johnson County Property Tax Parcel Identification Number 0627326008.

EXHIBIT B
SITE PLAN

EXHIBIT C
DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2026):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "Available TIF Estimate")
- (7) Subtract anticipated property tax credits from the Available TIF Estimate (6 minus 7) =
\$_____ (the "Developer's Estimate")
- (8) Factor the Available TIF Estimate (7) by the Annual Percentage =
Developer's Estimate: \$_____ x .50 = _____.

EXHIBIT D
ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

WHEREAS, the City of Tiffin, Iowa (the "City") authorized the payment of certain economic development tax increment payments (the "Payments") to Iowa Development Group, Inc. (the "Developer") pursuant to a Development Agreement (the "Agreement") entered into between the City and the Developer; and

WHEREAS, the Agreement contains certain conditions required to be completed by the Developer in order for the Developer to be eligible to receive such Payments and as such the Developer hereby certifies the following as satisfaction of such conditions:

- (i) All property taxes on the Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;
- (ii) The Developer is not in material violation of the Agreement or any local, state or federal law or regulation and is not aware of any pending or threatened claim against the Developer with respect to such laws; and
- (iii) The Developer owns the Property and is using the Project in its Business Operations.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

IOWA DEVELOPMENT GROUP, INC.

By: _____
Its: _____