

RESOLUTION NO. 2026-011

A RESOLUTION AUTHORIZING THE ENTERING INTO A DEVELOPER'S AGREEMENT WITH GROVE PARK ROW HOMES, LLC, TIFFIN, IOWA, FOR GROVE PARK PLANNED DEVELOPMENT OVERLAY SITE DISTRICT

Whereas, Shoemaker Haaland, on behalf of Grove Park Row Homes, LLC, has filed with the City of Tiffin a planned development overlay site district, a subdivision to the City of Tiffin, Iowa, legally described on the attached Exhibit hereby incorporated, and;

Whereas, the third reading of Ordinance No. 2026-523 and Resolution 2026-010 was approved by the City Council on March 3, 2026, approving the overlay site district and the final plat for said development, and;

Whereas, the Developer's Agreement will include any and all particulars to the approved development of Grove Park Row Homes,

Now, therefore be it resolved by the City Council of the City of Tiffin, Iowa, that the Attorneys representing Grove Park Row Homes LLC, and the City of Tiffin have reviewed and have taken under consideration all requested revisions to be made by the City Council of Tiffin. The City Council now having further reviewed the Developer's Agreement and do now approve the Agreement as printed and authorize the Mayor and City Clerk to enter into an agreement with Grove Park Row Homes LLC, to fully execute the document.

On the 3rd day of March, 2026, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson _____ introduced **RESOLUTION NO. 2026-011, A RESOLUTION AUTHORIZING THE ENTERING INTO A DEVELOPER'S AGREEMENT WITH GROVE PARK ROW HOMES, LLC, TIFFIN, IOWA, FOR GROVE PARK PLANNED DEVELOPMENT OVERLAY SITE DISTRICT** and made a motion for approval. Motion seconded by Councilperson _____.

Ayes:

Nays:

Absent:

Whereupon _____ Council members were present and voted approval and Mayor Kasperek declared that **RESOLUTION NO. 2026-011, A RESOLUTION AUTHORIZING THE ENTERING INTO A DEVELOPER'S AGREEMENT WITH GROVE PARK ROW HOMES, LLC, TIFFIN, IOWA, FOR GROVE PARK PLANNED DEVELOPMENT OVERLAY SITE DISTRICT** to be adopted and signified his approval of the same by affixing his signature thereto.

Passed by the City Council on the 3rd day of March, 2026.

City of Tiffin

Tim Kasperek, Mayor

ATTEST: _____
Abigail Hora, City Clerk

Prepared by and after recording return to:

Kirsten H Frey
Shuttleworth & Ingersoll, P.L.C.

327 2nd Street, Suite 300
Coralville, IA 52241

(319) 365-9461

**PLANNED DEVELOPMENT OVERLAY (OPD) SITE DISTRICT AGREEMENT
FOR GROVE PARK, TIFFIN**

THIS AGREEMENT, made by and between the CITY OF TIFFIN, IOWA, a municipal corporation, hereinafter referred to as "City," and 443 Marengo Road, L.C., an Iowa limited liability company, as owner and Grove Park Rowhomes, LLC, an Iowa limited liability company, as subdivider, jointly and severally referred to herein as "Developer."

SECTION 1. REQUEST FOR OPD APPROVAL

Developer has requested that the City approve the Planned Development Overlay Concept and Site District (the "OPD"), to include those diagrams attached hereto as Exhibit "A" and incorporated herein by reference, for the proposed OPD project to be known as Grove Park, Tiffin, Johnson County, Iowa, for the following described real estate situated in Tiffin, Johnson County, Iowa (the "Site"), to wit:

LOT 30 OF TIFFIN EAST, TIFFIN, IOWA, IN ACCORDANCE WITH THE
RECORDED PLAT THEREOF, RECORDED IN BOOK 34, PAGE 6 OF THE
RECORDS OF JOHNSON COUNTY, IOWA CONTAINING 5.85 ACRES, AND
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD,

**SECTION 2. CONDITIONS OF OPD APPROVAL, RIGHT TO PROCEED AND
DEVELOPMENT REQUIREMENTS**

A. The City shall approve the OPD with respect to the Site upon the following conditions:

1. Developer agrees that all terms and conditions of the Planned Development Overlay Concept District (OPD), is fully incorporated herein and applies to the real estate described in Section 1.

2. The Site shall be developed according to the OPD as approved by the City and according to the plans and specifications as approved by the City. There

shall be no variance from the approved OPD plan, or from the construction plans and specifications, unless approved in writing by the City.

3. All improvements and facilities described in this Agreement shall be constructed and installed by Developer according to the plans, specifications, ordinances and standards of the City and in accordance with all applicable federal and state laws and regulations. All required inspections shall be performed by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications. These improvements and facilities include but are not limited to public water system; sanitary sewer system; storm sewer and drainage-way system; site grading; underground utilities; setting for lot and block monuments; and surveying and staking.

B. Private Streets. Developer agrees that the private drives on the Site shall be constructed according to the Design Standards adopted by the City, which will be shown on the construction plans, to be approved by the City Engineer. The private streets shall be installed and maintained by Developer and its successors and assigns. Developer and its successors and assigns shall be responsible for maintaining the private streets and snow removal, the cost of which will be financed by membership in the OPD Homeowners Association. The City shall be responsible for providing garbage removal through a third-party contract with a garbage hauler, the cost of which shall be paid through billing by the City on water service. Any cost incurred by the City due to the failure of Developer and its successors and assigns to meet its obligations under the provisions of this paragraph shall be assessed against, and will become a lien on all individual properties located within the planned development in favor of the City.

C. Landscaping. Developer agrees that all landscaping shall be installed by Developer and maintained perpetually by Developer or its assigns in accordance with the landscape plan approved for the OPD. Developer further agrees to install trees of a quality and quantity as agreed between the Developer and City along the western property line of the Site. If Developer or its assigns fail to maintain the landscaping in accordance with this subparagraph, the City shall have the right, after 30 days' notice, to take any and all necessary actions to bring the Development's landscaping into compliance. The costs of such action shall be assessed to the property owner and need not meet the requirements of notice, benefit or value as provided by the Code of Iowa for assessments.

D. Sidewalks. Once the sidewalks as depicted on the Site Plan are installed, Developer or its assigns shall maintain this sidewalk pursuant to the City Code of the City of Tiffin. The sidewalks shall be installed pursuant to the phasing plan, as shown on Exhibit A, and prior to the issuance of occupancy certificates for the building constructed in such phase.

E. Public Improvements. Developer shall install all water mains, water lines, sewer mains, sewer lines, and provide utilities to the Site, according to City Design standards. "As Built" plans for water and sewer after the improvements are constructed shall be submitted and approved. Upon approval by the City Engineer and acceptance by the City of the water mains and sanitary sewer mains, the water mains sanitary sewer mains shall be owned and

maintained by the City. City will have the ability to enter the Site for the purpose of reading meters and enforcing City Ordinances.

F. Open Space. In lieu of dedicated open space, Developer shall install one hundred and twelve trees within the OPD, generally by planting two trees on each of the fifty-six (56) lots, except where not practicable given the lot layout and placement of utilities.

G. Highway 6 Improvements. City/Iowa DOT is undertaking a project which will improve Highway 6. That project will include the improvements specified in this subsection. City/Iowa DOT will provide the necessary engineering and construction services for the installation of a right hand turn lane for eastbound traffic on Marengo Rd/ Highway 6 (approximately 454 sq yds) and a left hand turn lane for westbound traffic on Marengo Road/Highway 6 (approximately 598 sq yds), both turning south into the Site. City/Iowa DOT will also provide the necessary engineering and construction services for the installation of an entrance into the Site (approximately 259 sq yds) and a sidewalk abutting the Site along Marengo Rd/ Highway 6 (approximately 148 sq yds to the west of the Site entrance, and approximately 130 sq yds to the east of the Site entrance, and including a sidewalk into the Site). All such plans shall be made according to all applicable standards, including Iowa Department of Transportation approval. Upon completion of the improvements, Developer shall reimburse City for 50% of the actual expenses incurred. Such amount is currently estimated at \$87,500, however payment shall be made by Developer to City for the actual invoiced amount of costs in an amount not to exceed \$105,000. No occupancy permits will be issued for the OPD until either: (i) such payment has been made, or (ii) if improvements contemplated herein are not then completed, Developer escrows \$105,000 to be held by the City.

H. Phasing. The project shall be constructed pursuant to the phasing plan shown on Exhibit A. Construction of Phase 2 shall not begin until the installation of the infrastructure improvements, except for sidewalks, in Phase 1 is complete. Construction on Phases 3 and 4 shall not begin until the installation of the infrastructure improvements, except for sidewalks, in Phases 1 and 2 are complete. If Developer wishes to begin construction on the buildings in a Phase prior to completion of the construction of infrastructure improvements in a previous Phase, Developer may make this request to the Building Official and City Administrator. The Building Official and City Administrator may allow such construction to begin at their discretion, which shall not be unreasonably withheld. Developer shall furnish any information and documents requested by Building Official and City Administrator regarding Developer's request.

I. Parking. Developer may construct additional parking spaces on the Site, as depicted on page on the Preliminary Plat.

J. Building Permits. A Building permit may be applied for and may be issued after this agreement is executed by all parties. However, only non-combustible material, as defined by the Building Official, may be used in construction. Upon the following conditions for a respective phase of development being met, construction pursuant to the building permit, including combustible material, may continue: (i) Construction of the improvements in Paragraph E above in accordance with applicable standards, (ii) formal acceptance by the City of the improvements

in Paragraph E above; and (iii) establishment of a temporary access to the Site for the fire department that serves Tiffin, as approved by the City and the Tiffin Fire Association Chief.

K. Storm Water Management. Developer shall submit to the City, for approval by the City Engineer, a storm water management plan which will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The storm water management plan must be submitted and approved by the City Engineer prior to the issuance of a building permit for the site. Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of the storm water sewer system and storm water detention basin shall be in compliance with the City's current storm water management ordinances and policies. The storm water sewer system will be installed according to the Design Standards adopted by the City. Developer shall provide for the installation of any storm water detention facility. All storm water sewer improvements within the OPD shall be installed and maintained by Developer or its successors and assigns. If Developer or its successors and assigns fail to maintain the storm water sewer improvements, the City may assess each unit or lot in the OPD equally for any maintenance costs in the same manner as property taxes and without further notice.

L. Southerly Boundary Improvements. Developer shall install and maintain a black vinyl chain link fence of 5' in height along the southern property line of the Site. Said fence shall include two 14' black wire gates in the general type and scope depicted in Exhibit "B" spanning the paved access. This access and gate are for emergency use only and secured closed with a knox box accessible to City fire department services. Ongoing maintenance of the fence and gates shall be performed Developer or its assigns.

M. Covenants. Developer shall establish and record covenants and restrictions for all lots in the subdivision, which are attached single family dwellings. Such covenants shall provide for the Homeowners Association to maintain the West property line of the OPD Site if the owners of such lots (lots 5-20, inclusive) fail to do so. A copy of the recorded restrictive or protective covenants will be provided to City.

N. Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

SECTION 3. TIME OF PERFORMANCE

Construction of the first building on the Site must commence within two (2) years from the date of City approval of OPD Site District, or the approval of the OPD Site District shall be

null and void without any action by the City Council. Developer may, however, request an extension of time from the City.

SECTION 4. PUBLIC UTILITIES

Developer agrees that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. Developer agrees that it will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. Developer agrees that it will connect and use existing public water supplies in accordance with the Tiffin Municipal Code and that Developer will provide a plan outlining the drainage of the land and indicating the manner in which the drainage will be accommodated and will connect to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

SECTION 5. EROSION CONTROL AND GRADING

A. Erosion Control. Before any utility construction is commenced or building permits are issued, Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion, and, if Developer does not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to Developer or the property, or both. The City will endeavor to notify Developer in advance of any proposed action, but failure of the City to do so will not affect Developer's and City's rights or obligations hereunder.

B. Grading. No grading of any nature may occur on this property until a grading plan is implemented by Developer and approved by the City. Within ninety (90) days after the completion of any grading, Developer shall provide the City with an "as-constructed" grading plan and a certification by registered land surveyor or engineer that all ponds, swales and ditches, if any, have been constructed in accordance with the plans approved by the City.

SECTION 6. MISCELLANEOUS

A. The City may, at its option, refuse to allow construction or development work in the OPD until Developer complies with the appropriate law or regulation. Upon the City's demand, Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City or Developer under this Agreement.

C. Breach of the terms of this Agreement by Developer shall be grounds for denial of building permits, occupancy permits or other permits.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

F. Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement.

G. Developer shall take out and maintain public liability and property damage insurance policies covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

H. Developer shall record the original copy of this agreement, with all requisite signatures and Exhibits.

I. In the event Owner/Developer, its assigns or successors in interest, should sell or convey the Site without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or Owner/Developer, its assigns or successors in interest in said OPD, shall fail to construct sidewalks as set forth herein, the City shall have the right to install and construct said improvements, facilities and sidewalks. Unless City is fully reimbursed for these costs from the escrowed money or surety bond held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided. Developer acknowledges and agrees that the Site is specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

J. Developer agrees to provide to the City proper maintenance bonds satisfactory to the City, as to insure that for a period of three (3) years from the date of acceptance of any improvement, including utilities which may be City owned, Developer shall be responsible to maintain such improvement in good repair. The City may, at its sole discretion, accept alternative sureties to maintenance bonds to ensure the workmanship of the improvements is accepted by the City.

K. To the best of its knowledge, Developer represents and states that the OPD complies with all City, state and federal laws and regulations, including but not limited to subdivision ordinances,

zoning ordinances and environmental regulations. City may, at its option, refuse to allow construction or development work in the OPD until Developer complies with the appropriate law or regulation. Upon the City's demand, Developer shall cease work until there is compliance.

..

L. Plat notes and surveyor's notes on plats serve to provide notice of how a subdivision is expected to develop. Said notes are not intended to create any vested private interest in any stated use restriction or covenant, or create any third party beneficiaries to any noted use restriction or covenant.

SECTION 7. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION

A. Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the OPD which have been prepared by a registered professional civil engineer. Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, Developer shall have its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

B. Developer shall pay all costs of City engineering administration, which will include review of Developer's final construction plans and specifications, monitoring of construction, and consultation with Developer and its engineer on the status, progress or other issues regarding the project. Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by Developer.

SECTION 8. RELEASE

The City agrees that when the improvements, facilities and sidewalks required by Section 2 of this Agreement have been installed to the satisfaction of the City, and upon receipt of payment for all engineering costs pursuant to section 7(B), it will promptly issue appropriate releases of the lot for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said OPD.

SECTION 9. DEVELOPER'S OBLIGATION AND DEFAULT

A. Developer agrees and is fully obligated to perform as provided in this Agreement. Developer is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of Developer, its employees, agents or assigns, to perform is not a defense for Developer against any action to be taken by the City.

B. In the event of default by Developer regarding any work to be performed by Developer under this Agreement, the City may, at its option, perform the work and bill Developer for said work. Developer shall promptly reimburse the City for any expense incurred by the City, provided Developer, except in an emergency as determined by the City, is first given written notice of the work in default, and has not commenced the appropriate curative action within fourteen (14) days of such notice and thereafter continues to diligently pursue the same to completion. In any event, if such curative action is not completed within 30 days, City may complete the action as provided herein, or it may work with Developer to provide additional time to cure, at the discretion of the City. This Agreement is an authorization for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter upon the property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the OPD.

SECTION 10. AUTHORIZATION TO ENTER PREMISES

Developer grants the City, its agents, employees, officers and contractors, authorization to enter the Site to perform all work and inspections deemed appropriate and necessary by the City in conjunction with this development.

SECTION 11. NOTICES

Required notices to Developer shall be in writing and shall either be hand delivered to Developer, its agents or employees, or mailed to Developer by registered mail at the following address:

443 Marengo Road, L.C.
1321 Sunset Street
Suite 1
Iowa City, Iowa 52246

and

Grove Park Rowhomes, LLC
1321 Sunset Street
Suite 1
Iowa City, Iowa 52246

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

Tiffin City Administrator
300 Railroad St., P.O Box 259
Tiffin, IA 52340

Notices mailed in conformance with this section shall be deemed properly given.

SECTION 12. SUCCESSORS AND ASSIGNS

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.

The City and 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

Attest:

By: _____
Tim Kasperek, Mayor

Abigail Hora, City Clerk

STATE OF IOWA, JOHNSON COUNTY) ss:

On this ____ day of March, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tim Kasperek and Abigail Hora, to me personally known, who, being by me duly sworn, did say that they are 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, as contained in Resolution No. ____ of the City Council on the ____ day of March, 2026; and that Tim Kasperek and Abigail Hora acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntary executed.

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

443 MARENGO ROAD, L.C.

GROVE PARK ROWHOMES, LLC

By: _____
John Faselt, Manager

By: _____
John Faselt, Manager

By: _____
C. Jeremiah Waddilove, Manager

STATE OF IOWA, JOHNSON COUNTY) ss:

This instrument was acknowledged before me on this ____ day of _____, 2026, by John Faselt, as Manager of 443 Marengo Road, L.C., an Iowa limited liability company.

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

STATE OF IOWA, JOHNSON COUNTY) ss:

This instrument was acknowledged before me on this ____ day of _____, 2026, by John Faselt and C. Jeremiah Waddilove, as Managers of Grove Park Rowhomes, LLC, an Iowa limited liability company.

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

EXHIBIT A
OPD Site Plan
Grove Park Rowhomes
Tiffin, Iowa

EXHIBIT B
Grove Park Rowhomes
Tiffin, Iowa

