

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Independence, Iowa (the “City”) and Steve Gee Construction, Inc. (the “Developer”) as of the ____ day of _____, 2025 (the “Commencement Date”).

WHEREAS, the City has established the 2025 Pines Housing 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 property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the “Property”), and the Developer will undertake the development of a residential subdivision (the “Housing Project”) on the Property; and

WHEREAS, in order to support the development of the Housing Project, the Developer will undertake the construction of certain waterworks, storm water drainage and sanitary sewer system improvements (the “Water, Storm Water Drainage and Sanitary Sewer System Project”) and certain other public infrastructure improvements in connection therewith (the “Public Infrastructure Project”); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of (i) incremental property tax payments to be used by the Developer in paying the costs of constructing the Public Infrastructure Project; and (ii) an economic development forgivable loan (the “Forgivable Loan”) to be used in paying the costs of constructing the Water, Storm Water Drainage and Sanitary Sewer System Project; and

WHEREAS, the City Council is willing to provide financial assistance to the Developer in order to assist in paying the costs of the Public Infrastructure Project and the Water, Storm Water Drainage and Sanitary Sewer System Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; 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. Housing Project, Subdivision, and Public Infrastructure Project Construction.

The Developer agrees to construct the Housing Project on the Property in accordance with the detailed site plan previously approved by the City Council on _____, 20__ and set forth on Exhibit B hereto. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations. The Developer agrees to complete construction of the Housing Project by December 31, 20__.

2. Public Infrastructure Project and Water, Storm Water Drainage and Sanitary Sewer System Project Construction. The Developer agrees to cause the construction of the Public Infrastructure Project and the Water, Storm Water Drainage and Sanitary Sewer System Project in accordance with the timeline and specifications set forth for each on Exhibit C hereto. Prior to constructing the Public Infrastructure Project and the Water, Storm Water Drainage and Sanitary Sewer System Project, the Developer will submit copies of all engineering documents related to the proposed Public Infrastructure Project and Water, Storm Water Drainage and Sanitary Sewer System Project to the City. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the Public Infrastructure Project and the Water, Storm Water Drainage and Sanitary Sewer System Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Public Infrastructure Project and/or the Water, Storm Water Drainage and Sanitary Sewer System Project are not completed to the satisfaction of the City.

Upon completion of the Public Infrastructure Project and the Water, Storm Water Drainage and Sanitary Sewer System Project, provided that (i) such improvements are of the type ordinarily dedicated to the City in connection with housing development projects; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Infrastructure Project and such Water, Storm Water Drainage and Sanitary Sewer System Project in accordance with State law, the Developer will provide the City with either deeds or permanent easements to the improvements and related rights-of-way comprising the Public Infrastructure Project and the Water, Storm Water Drainage and Sanitary Sewer System Project, which shall thereafter be maintained by the City.

3. Public Infrastructure Project Costs; Documentation. Upon completion of the Public Infrastructure Project, the Developer agrees to provide documentation (the "Infrastructure Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the City, confirming that such Infrastructure Costs detailed in such Infrastructure Costs Documentation were in fact incurred in the construction of the Public Infrastructure Project and that such Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Infrastructure Costs Documentation.

The Infrastructure Costs may include costs relating to land acquisition for the Public Infrastructure Project, designing and constructing the Public Infrastructure Project, landscaping and grading for the Public Infrastructure Project, interest expense and other costs of financing, and other reasonably related costs of carrying out the Public Infrastructure Project.

4. Water, Storm Water Drainage and Sanitary Sewer System Project Costs; Forgivable Loan Disbursement Request. Upon completion of the Water, Storm Water Drainage and Sanitary Sewer System Project, the Developer agrees to submit a Forgivable Loan disbursement request (the “Forgivable Loan Disbursement Request”) in the form attached hereto as Exhibit E.

The Forgivable Loan Disbursement Request shall be accompanied by documentation (the “Forgivable Loan Costs Documentation”) detailing the costs (the “Water, Storm Water Drainage and Sanitary Sewer System Project Costs”) incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the City, confirming that such Water, Storm Water Drainage and Sanitary Sewer System Project Costs detailed in such Forgivable Loan Costs Documentation were in fact incurred in the construction of the Water, Storm Water Drainage and Sanitary Sewer System Project and that such Water, Storm Water Drainage and Sanitary Sewer System Project Costs are of an amount reasonably to have been expected with respect to such construction.

The Water, Storm Water Drainage and Sanitary Sewer System Project Costs may include costs relating to land acquisition for the Water, Storm Water Drainage and Sanitary Sewer System Project, designing and constructing the Water, Storm Water Drainage and Sanitary Sewer System Project, landscaping and grading for the Water, Storm Water Drainage and Sanitary Sewer System Project, interest expense and other costs of financing, and other reasonably related costs of carrying out the Water, Storm Water Drainage and Sanitary Sewer System Project.

5. Forgivable Loan The Developer agrees that the City will not advance the proceeds of the Forgivable Loan to the Developer until the Developer has submitted the Forgivable Loan Disbursement Request and the Promissory Note (as hereinafter defined) to the City. The Developer further agrees to apply the proceeds of the Forgivable Loan to the payment of the Water, Storm Water Drainage and Sanitary Sewer System Project Costs.

The Developer’s obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the “Promissory Note”) to be executed by the Developer and delivered to the City. The Promissory Note shall be in substantially the form as set forth on Exhibit F hereto. All principal advanced under the Forgivable Loan shall be due and owing to the City at City Hall by Noon on June 30, 2048, unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.9 of this Agreement.

Nothing herein shall prohibit the Developer from forfeiting the right to loan forgiveness, as set forth in Section B.4 of this Agreement by prepaying on the Forgivable Loan at any time.

6. Developer’s Certifications – Payment Phases; Base Valuation. The Developer shall have the right to divide the taxable parcels comprising the Property into two (2) phases (the “Payment Phases” and, individually, each a “Payment Phase”) for purposes of calculating and

administering the Payments (as hereinafter defined) and forgiveness of the Forgivable Loan as set forth in Section B.4 below. The Developer agrees to certify (each a “Triggering Certification”) to the City its intent to begin the process of dividing Incremental Property Tax Revenues (as hereinafter defined) from each Payment Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Developer intends for the Payments to begin for such Payment Phase. The Developer hereby acknowledges that the submission of the initial Worksheet (as defined in Section A.7 of this Agreement) for any particular Payment Phase will satisfy the requirements of this Section A.6. The Developer agrees that the Triggering Certification for the first Payment Phase shall be made no later than October 15, 2027.

The Developer agrees that the taxable base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement shall be the taxable valuation of the Property shown on the property tax rolls of Buchanan County tax rolls as of January 1 of the year prior to the year in which the Triggering Certification for the first Payment Phase is filed with the City. The Base Valuation shall be apportioned to the Property included in each Payment Phase on a pro rata basis, and the apportioned Base Valuation for each such Payment Phase shall be recorded in Section 3 of the worksheet for each Payment Phase.

7. Developer’s Certifications - TIF Estimates. The Developer agrees to certify to the City by no later than October 15 of each year during the Term (as hereinafter defined) commencing in the year in which the Triggering Certification is made for the first Payment Phase, the estimated amount of Incremental Property Tax Revenues anticipated to be paid with respect to the taxable incremental property valuation for the Property in the fiscal year immediately following such certification (the “Developer’s Estimate”). Each Developer’s Estimate shall then be divided into two figures: (1) 36.73% of the taxable incremental property valuation shall be designated as the “LMI Amount” (see Section B.8 below); and (2) 63.27% of the taxable incremental property valuation shall be designated as the “Remaining Incremental Property Tax Revenues.” The Remaining Incremental Property Tax Revenues shall be allocated to the Payments (as hereinafter defined) and forgiveness of the Forgivable Loan as set forth in Section B.4, as follows:

Forgivable Loan Allocation

The percentage of the Remaining Incremental Property Tax Revenues to be applied to forgiveness of the Forgivable Loan on each Forgiveness Date (as hereinafter defined) shall be equal to 80% of the Remaining Incremental Property Tax Revenues until such time that the Forgivable Loan is forgiven in full.

Allocation to Payments

The percentage (the “Payment Allocation Percentage”) of the Remaining Incremental Property Tax Revenues to be used in determining the amount (the “Projected Payment Amount”) of each of the Payments as set forth in Section B.5 shall be equal to 20% of the Remaining Incremental Property Tax Revenues, provided, however that at such time that the Forgivable Loan is forgiven in full, 100% of the Remaining Incremental Property Tax Revenues shall be used to make the Payments as set forth in Section B.5.

In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit G. For purposes of this Agreement, Incremental Property Tax Revenues are determined 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 Buchanan County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.7.

8. Legal and Administrative Costs. 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 Area. Furthermore, the Developer agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$10,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues received by the City in order to recover some or all of the Actual Admin Costs.

Prior to funding any Payments or applying Incremental Property Tax Revenues to the forgiveness of the Forgivable Loan, 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 and the Forgivable Loan forgiven as hereinafter set forth.

9. 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 Housing Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to complete construction of the Water, Storm Water Drainage and Sanitary Sewer System Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Developer to complete construction of the Public Infrastructure Project pursuant to the terms and conditions of this Agreement.
- (iv) 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 the notice to cure the default or to provide assurances satisfactory to the 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) Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, which amount shall become due and owing within 30 days of the provision of a written notice of such acceleration from the City to the Developer. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.4 of this Agreement shall not apply.
- (iii) Withhold the Payments under Section B.5 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.6 below.
- (iv) Terminate this Agreement.

B. City's Covenants:

1. Review of Forgivable Loan Disbursement Request and Water and Sewer Main Project Costs Documentation. The City staff will review the Forgivable Loan Disbursement Request upon receipt from the Developer. If the City staff determines that a Forgivable Loan Disbursement Request satisfies the requirements of Section A.4 above, then the City shall record a summary of the date, amount and nature of such costs (the "Accepted Water, Storm Water Drainage and Sanitary Sewer System Project Costs") on the Summary of Accepted Water, Storm Water Drainage and Sanitary Sewer System Project Costs attached hereto as Exhibit H, and such summary shall be the official record of the Accepted Water, Storm Water Drainage and Sanitary Sewer System Project Costs for purposes of tallying the maximum amount of the Forgivable Loan allowed to the Developer under this Agreement.

If the City determines that a Forgivable Loan Disbursement Request received from the Developer does not meet the requirements of Section A.4 above, then the City shall notify the Developer within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

2. Review of Infrastructure Costs Documentation. The City staff will review the Infrastructure Costs Documentation upon receipt from the Developer. If the City determines the costs set forth in the Infrastructure Costs Documentation are costs reasonably incurred in the construction of the Public Infrastructure Project, then the City shall record a summary of the date, amount and nature of the costs (the "Accepted Infrastructure Costs") on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit I, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.5 of this Agreement.

If the City determines the Infrastructure Costs set forth in the Infrastructure Costs Documentation are not costs reasonably incurred in the construction of the Public Infrastructure

Project, the City shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

3. Forgivable Loan. In recognition of the Developer's obligations set out above with respect to the construction of the Water, Storm Water Drainage and Sanitary Sewer System Project, the City hereby agrees to advance the proceeds of the Forgivable Loan to the Developer in an amount equal to the lesser of (i) the Accepted Water, Storm Water Drainage and Sanitary Sewer System Project Costs, or (ii) \$530,000 within thirty (30) days of the receipt of a satisfactory Forgivable Loan Disbursement Request from the Developer.

4. Loan Forgiveness. Principal of the Forgivable Loan shall be forgiven annually on each May 1 (each, herein referred to as a "Forgiveness Date"), during the Term of this Agreement, commencing May 1 of the fiscal year immediately succeeding the fiscal year in which the Triggering Certification is filed for the first Payment Phase and continuing to, and including, May 1 of the year in which the final Payment is made (as set forth in Section B.5 below). The amount of forgiveness on each Forgiveness Date shall be in an amount equal to the amount of Remaining Incremental Property Tax Revenues that are received by the City from the Buchanan County Treasurer that are attributable to the Property during the twelve (12) month period immediately preceding each Forgiveness Date factored by eighty percent (80%). Further, the Remaining Incremental Property Tax Revenues for each Payment Phase may only be applied to Loan Forgiveness for a total of ten (10) fiscal years.

5. Payments. In recognition of the Developer's obligations set out above with respect to the construction of the Public Infrastructure Project, the City agrees to make ten (10) annual economic development tax increment payments (the "Payments" and individually, each a "Payment") to the Developer during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the total amount of the Payments over said Term shall not exceed an amount (the "Maximum Payment Total") equal to the lesser of (i) \$760,000; or (ii) the Accepted Infrastructure Costs. The Payments shall be funded from the incremental valuation of any given Payment Phase for a period not in excess of ten (10) years after the certification of such Phase. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

Each Payment shall be in an amount equal to the amount of Remaining Incremental Property Tax Revenues that are received by the City from the Buchanan County Treasurer that are attributable to the Property during the twelve (12) month period immediately preceding each Payment date factored by the applicable Payment Allocation Percentage.

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.

The Payments with respect to each Payment Phase will be made on June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.6 below, beginning on June 1 of the fiscal year immediately succeeding the fiscal year in which the Triggering Certification is made for each Payment Phase, and continuing for a period of a total of

ten (10) fiscal years, provided, however, that no Payment will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, 2048.

For example, assuming the Triggering Certification for the first Payment Phase is made by October 15, 2027, and all appropriation determinations are approved affirmatively by the City Council under Section B.6 below, Payments for the first Payment Phase will be made on each June 1, beginning June 1, 2029, and continuing through and including the sooner of June 1, 2038, or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

6. Security and Annual Appropriation. The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Remaining Incremental Property Tax Revenues received by the City from the Buchanan County Treasurer which are attributable to the Property with the Housing Project thereon.

Each of the Payments 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 the fiscal year in which the Triggering Certification is filed for the first Payment Phase, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Remaining Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Projected Payment Amount (the “Appropriated Amount”).

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 Payment scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment 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.7 above, provided however that no Payment shall be made after June 1, 2048.

7. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2029, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2027), provided, however, that each Payment shall not exceed the amount of Remaining 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) received by the City from the Buchanan County Treasurer attributable to the taxable valuation of the Property and factored by the applicable Payment Allocation Percentage.

8. Low and Moderate Income Set Aside. On each Payment date, the City shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 36.73%. At such time that the City has retained

Incremental Property Tax Revenues equal to the sum of 36.73% of the Maximum Payment Total plus 36.73% of the amount of the Forgivable Loan, the City shall no longer be required to retain the LMI Amount from the Incremental Property Tax Revenues before applying such Incremental Property Tax Revenues to forgiveness of the Forgivable Loan or making the Payments to the Developer.

The funds retained shall be used by the City in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the City for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the City that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The City reserves the right to allocate funds retained under this Section B.8 in any lawful manner of its choosing.

9. 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.6 above, then the City Clerk will certify by December 1 of each such year to the Buchanan County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payment, plus the corresponding LMI Amount due in the next succeeding fiscal year.

C. Administrative Provisions

1. Assignment. Neither party shall have the right to cause the 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 economic development tax increment payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Public Infrastructure 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, 20__.

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 INDEPENDENCE, IOWA

By: _____
Mayor

Attest:

City Clerk

STEVE GEE CONSTRUCTION, INC.

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Beginning at the SE corner of Lot 5, Hummingbird Court at the Pines, Second Addition to the City of Independence, Buchanan County, Iowa; thence along the East line of said Hummingbird Court at the Pines, Second Addition, N00°43'24"W, 45.49 feet; thence continuing along said East line N00°25'10"W, 269.98 feet to the SW corner of Lot 6, Goldfinch Court at the Pines, First Addition; thence along the southerly line of said Goldfinch Court at the Pines, First Addition, N61°11'21"E, 736.70 feet; thence N65°25'41"E, 88.35 feet to the SW corner of Lot 4, Cardinal Court at the Pines; thence along the southerly boundary of Cardinal Court at the Pines N81°16'41"E, 193.75 feet; thence N89°50'03"E, 263.16 feet to the west right-of-way line of 6th Avenue Southwest; thence along said west right-of-way line S00°09'57"E, 277.74 feet to the Northeast corner of Tract A of the Pines First Addition; thence along the northerly line of said Pines First Addition S89°50'08"W, 251.57 feet; thence S61°22'57"W, 936.33 feet to the NE corner of Lot 1 of the Pines Second Addition; thence S75°25'08"W, 41.49 feet; thence N89°59'47"W, 65.11 feet to the point of beginning. Described land contains 9.12 acres and is subject to easements and restrictions of record.

EXHIBIT B
SITE PLAN FOR HOUSING PROJECT

EXHIBIT C
**TIMELINE AND SPECIFICATIONS FOR PUBLIC INFRASTRUCTURE
PROJECT**

**TIMELINE AND SPECIFICATIONS FOR WATER, STORM WATER
DRAINAGE AND SANITARY SEWER SYSTEM PROJECT**

EXHIBIT D
FORM OF COVER PAGE FOR INFRASTRUCTURE COSTS
DOCUMENTATION

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are (i) legitimate costs reasonably incurred in the undertaking of the Public Infrastructure Project; and (ii) distinct from and additional to all costs incurred in connection with the construction of the Water, Storm Water Drainage and Sanitary Sewer System Project.

STEVE GEE CONSTRUCTION, INC.

By:_____

Title: _____

Reviewed and accepted by the City of Independence, Iowa this ____ day of _____, 20__.

By:_____
City Manager

EXHIBIT E
FORM OF FORGIVABLE LOAN DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Forgivable Loan Amount Requested \$_____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Water and Sewer Main Project; and (ii) distinct from and additional to all costs incurred in connection with the Public Infrastructure Project.

STEVE GEE CONSTRUCTION, INC.

By:_____

Title: _____

Reviewed and accepted by the City of Independence, Iowa this _____ day of _____, 20__.

By:_____
City Manager

EXHIBIT F
PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: \$_____

Dated: _____, 2025

Maturity Date: June 30, 20__

STEVE GEE CONSTRUCTION, INC. (the “Borrower”) for value received, promises to pay, to the City of Independence, Iowa (the “City”), its successors or assigns, the principal sum of _____ (\$_____), in lawful money of the United States of America, on June 30, 20__.

The City has made a forgivable loan to the Borrower in the principal amount of \$_____ (the “Forgivable Loan”) under this Promissory Note (the “Note”) and under a certain Development Agreement (the “Agreement”) between the City and the Borrower dated _____, 2025, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement, and all amounts forgiven shall be recorded on the Schedule of Forgiveness hereon.

Payment of principal of the Forgivable Loan shall be made to the City of Independence at the Office of the City Clerk, City Hall, 105 N. Center, Independence, Iowa 51449 by Noon on June 30, 20__, unless sooner forgiven in accordance with the Agreement.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to make repay principal of the Forgivable Loan under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrower waives demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

STEVE GEE CONSTRUCTION, INC.

By: _____

Title: _____

SCHEDULE OF FORGIVENESS

[illegible]

EXHIBIT G
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 (determined as of January 1, 2020):
\$_____.
- (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 "TIF Estimate")
- (7) Developer's Estimate = \$_____ (TIF Estimate)
x .3673 = \$_____ (Estimated LMI Amount)
x .6327 = \$_____ (Remaining Incremental Property Tax Revenues)
x .80 = \$_____ (Forgivable Loan Forgiveness)
x .20 = \$_____ (Project Payment Amount prior to Loan Forgiveness)
x .100 = \$_____ (Project Payment Amount ____ forgiveness in the full of the Forgivable Loan)

[illegible]

EXHIBIT I
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City