MUSCATINE COUNTY BOARD OF SUPERVISORS

Danny Chick, District One | Kurt Kirchner, District Two | Scott Sauer, District Three
Nathan Mather, District Four | Jeff Sorensen, District Five

AGENDA

Monday, November 30, 2026

9:00 a.m.

You can watch the meeting live from your computer, laptop, or smartphone at https://www.youtube.com/user/MuscatineCounty/

1. Call to order.

2. Review agenda.

3. Discussion and possible action regarding pending applications for guardianship and conservatorship services, with Community Services Director Jessica Bopes.

4. Discussion and possible action to approve the FY2026 Urban Renewal Report, with County Auditor Tibe Vander Linden and 2nd Deputy Auditor Brandy Harfst.

5. Items with County Development Director Eric Furnas:
   a. Discussion and possible action to approve Resolution #11-30-26-01 Approval of Inclusion of Certain Property in the West Liberty Urban Renewal Area of the City of West Liberty, Iowa. **(roll call vote)**
   b. Other.

6. Items with County Engineer Bryan Horesowsky:
   a. Discussion and possible action authorizing the Chair to sign a Haul Road Damages Agreement with Courageous Construction, LLC. for the construction of the Northland Data Center at 1950 Solomon Avenue.
   b. Other.

7. Discussion and possible action to approve the minutes of the November 23, 2026 regular meeting.

8. Correspondence.

9. Committee Reports.

10. Items with the Administration Office:
    a. Action to accept November 2026 payroll claims.
    b. Other.

11. Receive information from County employees.

Muscatine County Administration Building | 414 East Third Street, Suite 101 | Muscatine, Iowa 52761-4142
Phone: (563)263-5317 | Fax: (563)288-4235 | e-mail: administration@muscatinecountyiowa.gov

12. Receive comments from the public.

13. Adjournment.

November 30, 2026
Agenda Packet
Item #4

- FY25/26 Muscatine County Urban Renewal Report

Annual Urban Renewal Report, Fiscal Year 2025 - 2026

Levy Authority Summary

Local Government Name: MUSCATINE COUNTY
Local Government Number: 70

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
MUSCATINE COUNTY SSAB URBAN RENEWAL	70015	1
MUSCATINE COUNTY VAN METER URBAN RENEWAL	70017	1

TIF Debt Outstanding:		**1,961,771**	
TIF Sp. Rev. Fund Cash Balance as of 07-01-2025:	**0**	**0**	**Amount of 07-01-2025 Cash Balance Restricted for LMI**
TIF Revenue:	57,440		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**57,440**		
Rebate Expenditures:	57,440		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**57,440**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2026:	**0**	**0**	**Amount of 06-30-2026 Cash Balance Restricted for LMI**
Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance:		**1,904,331**	

♣ Annual Urban Renewal Report, Fiscal Year 2025 - 2026

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE COUNTY (70)
Urban Renewal Area: MUSCATINE COUNTY SSAB URBAN RENEWAL
UR Area Number: 70015

UR Area Creation Date: 11/2010

UR Area Purpose: See Attached Plan

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MONTPLR TWP/MUSC SCH/MONTPLR FIRE/SSAB UR TIF INCREM	700177	700178	2,600,017

Urban Renewal Area Value by Class - 1/1/2024 for FY 2026

	Agricultural	Residential	Commercial	Industrial	Other	Exempt	Total	Gas/Electric Utility	Total
Assessed	0	0	0	2,891,820	0	0	2,891,820	0	2,891,820
Taxable	0	0	0	2,600,017	0	0	2,600,017	0	2,600,017
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2025:	**0**	**0**	**Amount of 07-01-2025 Cash Balance Restricted for LMI**
TIF Revenue:	57,440		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**57,440**		
Rebate Expenditures:	57,440		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**57,440**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2026:	**0**	**0**	**Amount of 06-30-2026 Cash Balance Restricted for LMI**

Projects For MUSCATINE COUNTY SSAB URBAN RENEWAL

SSAB Corp Development Agreement

Description:	Payments to SSAB Corp for construction of a research and development facility
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE COUNTY SSAB URBAN RENEWAL

SSAB Inc. Rebate

Debt/Obligation Type:	Rebates
Principal:	1,961,771
Interest:	0
Total:	1,961,771
Annual Appropriation?:	No
Date Incurred:	11/26/2010
FY of Last Payment:	2027

Rebates For MUSCATINE COUNTY SSAB URBAN RENEWAL

SSAB Iowa Inc.

TIF Expenditure Amount:	57,440
Rebate Paid To:	SSAB Iowa Inc.
Tied To Debt:	SSAB Inc. Rebate
Tied To Project:	SSAB Corp Development Agreement
Projected Final FY of Rebate:	2027

♣ Annual Urban Renewal Report, Fiscal Year 2025 - 2026

TIF Taxing District Data Collection

Local Government Name: MUSCATINE COUNTY (70)
Urban Renewal Area: MUSCATINE COUNTY SSAB URBAN RENEWAL (70015)
TIF Taxing District Name: MONTPLR TWP/MUSC SCH/MONTPLR FIRE/SSAB UR TIF INCREM
TIF Taxing District Inc. Number: 700178
TIF Taxing District Base Year: 0
FY TIF Revenue First Received: 2013
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2027

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2010

TIF Taxing District Value by Class - 1/1/2024 for FY 2026

	Agricultural	Residential	Commercial	Industrial	Other	Exempt	Total	Gas/Electric Utility	Total
Assessed	0	0	0	2,891,820	0	0	2,891,820	0	2,891,820
Taxable	0	0	0	2,600,017	0	0	2,600,017	0	2,600,017
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2026	4,450	2,600,017	2,600,017	0	0

FY 2026 TIF Revenue Received: 57,440

♦ Annual Urban Renewal Report, Fiscal Year 2025 - 2026

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE COUNTY (70)
Urban Renewal Area: MUSCATINE COUNTY VAN METER URBAN RENEWAL
UR Area Number: 70017

UR Area Creation Date: 07/2013

UR Area Purpose: See Attached Plan

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
BLOOMINGTON TWP/MUSC SCH/FRUITLAND FIRE / VAN METER UR INCREM	700187	700188	0

Urban Renewal Area Value by Class - 1/1/2024 for FY 2026

	Agricultural	Residential	Commercial	Industrial	Other	Exempt	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2025:	**0**	**0**	**Amount of 07-01-2025 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**0**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**0**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2026:	**0**	**0**	**Amount of 06-30-2026 Cash Balance Restricted for LMI**

Projects For MUSCATINE COUNTY VAN METER URBAN RENEWAL

Van Meter Corp Development Agreement

Description:	Payments to Van Meter Corp for construction of a warehouse facility
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE COUNTY VAN METER URBAN RENEWAL

Van Meter Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	07/29/2013
FY of Last Payment:	2025

Rebates For MUSCATINE COUNTY VAN METER URBAN RENEWAL

Van Meter Inc.

TIF Expenditure Amount:	0
Rebate Paid To:	Van Meter Inc.
Tied To Debt:	Van Meter Rebate
Tied To Project:	Van Meter Corp Development Agreement
Projected Final FY of Rebate:	2025

♦ Annual Urban Renewal Report, Fiscal Year 2025 - 2026

FINAL PAYMENT OF $18,763.52 WAS FOR FY 2025

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2026

0

♦ Annual Urban Renewal Report, Fiscal Year 2025 - 2026

TIF Taxing District Data Collection

Local Government Name: MUSCATINE COUNTY (70)
Urban Renewal Area: MUSCATINE COUNTY VAN METER URBAN RENEWAL (70017)
TIF Taxing District Name: BLOOMINGTON TWP/MUSC SCH/FRUITLAND FIRE / VAN METER UR INCREM
TIF Taxing District Inc. Number: 700188

TIF Taxing District Base Year: 0
FY TIF Revenue First Received: 2016
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2024 for FY 2026

	Agricultural	Residential	Commercial	Industrial	Other	Exempt	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2026	182,050	0	0	0	0

FY 2026 TIF Revenue Received: 0

November 30, 2026

Agenda Packet

Items #5a

- Resolution # 11-30-26-01 – Approval of Inclusion of Certain Property in the West Liberty Urban Renewal Area of the City of West Liberty
- City of West Liberty Urban Renewal Consult Meeting Memo
- Public Notice for West Liberty Urban Renewal Amendment
- West Liberty Urban Renewal Plan Amendment
- Deep Chowk Development Urban Renewal Map
- Harvest Development Urban Renewal Map

RESOLUTION #11-30-26-01
APPROVAL OF INCLUSION OF CERTAIN PROPERTY IN THE WEST LIBERTY URBAN RENEWAL AREA OF THE CITY OF WEST LIBERTY, IOWA

WHEREAS, the City of West Liberty, Iowa (the "City") has begun the process of adding territory to its West Liberty Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa; and

WHEREAS, the property which is proposed to be included in the Urban Renewal Area is located outside but within two miles of the City limits, such property being described on Exhibit A hereto (the "Property"); and

WHEREAS, in accordance with Section 403.17(4) of the Code of Iowa, a city may exercise urban renewal powers with respect to property, which is located outside but within two miles of the boundary of that city, but only if the city obtains the consent of the county within which such property is located; and

WHEREAS, the City Council of the City has requested that the Board of Supervisors of Muscatine County, Iowa ("Muscatine County") adopt this resolution giving its consent that the City may exercise urban renewal powers with respect to the Property; and

NOW, THEREFORE, it is hereby resolved by the Board of Supervisors of Muscatine County, Iowa, as follows:

Section 1. The Muscatine County Board of Supervisors hereby gives its consent that the City may include the Property in the Urban Renewal Area and exercise urban renewal powers pursuant to Chapter 403 of the Code of Iowa with respect to the Property.

Section 3. This Resolution shall be deemed to meet the statutory requirements of paragraph 4 of Section 403.17 of the Code of Iowa and shall be effective immediately following its approval and execution.

PASSED AND APPROVED this 30th day of November 2026.

ATTEST:

_____	_____
Tibe Vander Linden	Danny Chick, Chairperson
Muscatine County Auditor	Muscatine County Board of Supervisors

EXHIBIT A

PROPERTY DESCRIPTION

Commencing at the Center of Section 1, Township 78 North, Range 4 West, of the Fifth Principal Meridian; Thence S87°46'37"W, along the North Line of Auditor's Parcel "D", in accordance with the Plat thereof Recorded in Book 9 at Page 1021 of the Records of the Muscatine County Recorder's Office, 659.55 feet, to the Northwest Corner of said Auditor's Parcel "D", and the POINT OF BEGINNING; Thence S00°56'17"E, along the West Line of said Auditor's Parcel "D", 1457.88 feet, to the Southwest Corner of said Auditor's Parcel "D"; Thence S88°58'49"W, 1477.70 feet, to a Point on the East Line of Parizeks First Addition, in accordance with the Plat thereof Recorded as Instrument #2023-03418 of the Records of the Muscatine County Recorder's Office; Thence N01°23'21"W, along said East Line, 167.74 feet; Thence N01°21'52"W, along said East Line, 598.53 feet; Thence N02°53'47"W, along said East Line, and the East Line of the Parcel depicted on the Retracement Plat of Survey, in accordance with the Plat thereof Recorded as Instrument #2021-05078 of the Records of the Muscatine County Recorder's Office, 660.55 feet, to the Northeast Corner of said Depicted Parcel, and a Point on the North Line of the Southwest Quarter of said Section 1; Thence N87°47'04"E, along said North Line, 1506.42 feet, to the POINT OF BEGINNING.
Said Parcel “O” contains 49.24 Acres, and is subject to easements and restrictions of record;

AND

Commencing at the Center of Section 1, Township 78 North, Range 4 West, of the Fifth Principal Meridian; Thence S87°46'37"W, along the North Line of Auditor's Parcel "D", in accordance with the Plat thereof Recorded in Book 9 at Page 1021 of the Records of the Muscatine County Recorder's Office, 659.55 feet, to the Northwest Corner of said Auditor's Parcel "D"; Thence S00°56’17"E, along the West Line of said Auditor's Parcel "D", 1457.88 feet, to the Southwest Corner of said Auditor's Parcel "D", the Northwest Corner of Parcel "M", in accordance with the Plat thereof Recorded as Instrument No. 2024-04988 of the Records of the Muscatine County Recorder's Office, and the POINT OF BEGINNING;

Thence N88°57'30"E, along the North Line of said Parcel "M", 533.35 feet, to the Northeast Corner of said Parcel "M"; Thence S01°01'52"E, along the East Line of said Parcel "M", 493.27 feet, to the Southeast Corner of said Parcel "M"; Thence S88°02'57"W, along the South Line of said Parcel "M", 534.32 feet, to the Southwest Corner of said Parcel "M", and the Northeast Corner of The Akers Subdivision - Part One, in accordance with the Plat thereof Recorded as File No. 2001-00253 of the Records of the Muscatine County Recorder's Office;

Thence N89°33'28"W, along the North Line of said The Akers Subdivision - Part One, a distance of 586.35 feet; Thence S88°04'35"W, along said North Line, 91.05 feet, to the Northwest Corner of said The Akers Subdivision - Part One, and the Northeast Corner of The Akers Subdivision - Part Three, in accordance with the Plat thereof Recorded as File No. 2003-06869 of the Records of the Muscatine County Recorder's Office;

Thence S88°03'09"W, along the North Line of said The Akers Subdivision - Part Three, a distance of 408.82 feet, to the Northwest Corner of said The Akers Subdivision - Part Three, and the Northeast Corner of James First Addition, in accordance with the Plat thereof Recorded as Document #2011-02408 of the Records of the Muscatine County Recorder's Office;

Thence S88°09'03"W, along the North Line of said James First Addition, 287.80 feet, to the Northwest Corner of said James First Addition; Thence S01°23'58"E, along the West Line of said James First Addition, 677.02 feet, to the Southwest Corner of said James First Addition, and a Point on the North Right-of-Way Line of West Rainbow Drive (Highway #6);

Thence S88°07’11"W, along said North Right-of-Way Line, 85.84 feet, to the Southeast Corner of Auditor's Parcel "F", in accordance with the Plat thereof Recorded as File No. 1997-0125 of the Records of the Muscatine County Recorder's Office; Thence N01°49'44"W, along the East Line of said Auditor's Parcel "F", 375.39 feet, to the Northeast Corner of said Auditor's Parcel "F";

Thence S87°51'31"W, along the North Line of said Parcel "F", 10.90 feet, to the Northwest Corner of said Auditor's Parcel "F", and the Southeast Corner of Parizeks First Addition, in accordance with the Plat thereof Recorded as Instrument #2023-03418 of the Records of the Muscatine County Recorder's Office;

Thence N01°25'32"W, along the East Line of said Parizeks First Addition, 714.95 feet; Thence N01°23’21"W, along said East Line, 87.24 feet; Thence N88°58'49"E, 1477.70 feet, to the POINT OF BEGINNING.

Said Parcel "P" contains 24.27 Acres and is subject to easements and restrictions of record.

CITY OF WEST LIBERTY

Address: 111 W 7th Street., West Liberty, IA 52776
Phone: (319) 627-2418 | **Fax:** (319) 627-4847
City Hall Hours: Mon-Fri, 8am-4pm
https://cityofwestlibertyia.org

DATE: November 18, 2026

TO: Board of Supervisors, Muscatine County, Iowa
Superintendent, West Liberty Community School District

FROM: City Council
City of West Liberty, Iowa

RE: West Liberty Urban Renewal Area
Urban Renewal Plan Amendment

The City of West Liberty is in the process of expanding its West Liberty Urban Renewal Area, and amending the urban renewal plan for the area and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for Monday, November 23, 2026, at 1:00 p.m. at the City Administration Building, 111 W 7th Street in West Liberty. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City Council will also hold a public hearing on this urban renewal plan amendment at City Administration Building at 6:30 p.m. on December 1, 2026, and a copy of the notice of hearing is enclosed for your information.

Please call our City Manager at (319) 627-2418 or (319)383-4923 email lgeertz@cityofwestlibertyia.org if you have questions.

Enclosure

Sincerely,

Lee Geertz, City Manager
City of West Liberty

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED West Liberty Urban Renewal Area AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:30 p.m., at the City Administration Building, Council Room, 111 W 7th Street, West Liberty, Iowa, on December 1, 2026, the City Council of the City of West Liberty, Iowa (the "City") will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the West Liberty Urban Renewal Area and designating an expanded Riverview Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, by adding and including certain real property (the "Property") described as follows:

A PORTION OF LOT NO. 2 AND A PORTION OF THE ADJACENT VACATED ALLEYS OF THE "PLAT OF SURVEY FOR AMOS WALTON", LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 78 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Northeast Corner of Section 12, Township 78 North, Range 4 West, of the Fifth Principal Meridian, Muscatine County, Iowa; Thence S00°39'10"E, along the East Line of said Section 12, a distance of 2651.39 feet; Thence S87°58'57"W, 494.21 feet, to the Northeast Corner of Lot No. 2 of the "Plat of Survey for Amos Walton", in accordance with the Plat thereof Recorded in Book 1 at Page 109 of the Records of the Muscatine County Recorder's Office, and the POINT OF BEGINNING; Thence S01°22'07"E, along the East Line of said Lot No. 2, a distance of 376.00 feet, to the Northeast Corner of a North-South Vacated Alley; Thence S88°53'23"W, along the North Line of said North-South Vacated Alley, 10.00 feet, to its intersection with the Centerline of said North-South Vacated Alley; Thence S88°53'23"W, along said Centerline of said North-South Vacated Alley, 70.23 feet, to a Point on the South Line of said North-South Vacated Alley, and the North Line of an East-West Vacated Alley; Thence N89°27'12"E, along said South and North Lines, 10.00 feet, to the Northeast Corner of said East-West Vacated Alley; Thence S01°22'07"E, along the East Line of said East-West Vacated Alley, 20.00 feet, to the Southeast Corner thereof; Thence S89°27'12"W, along the South Line of said East-West Vacated Alley, 489.95 feet; Thence N00°40'10"W, 20.00 feet, to a Point on the South Line of said Lot No. 2 of the "Plat of Survey for Amos Walton", and the South Line of Auditor's Parcel "Z", in accordance with the Plat thereof Recorded as Instrument #2017-01962 of the Records of the Muscatine County Recorder's Office; Thence S89°27'12"W, along said South Lines, 19.62 feet; Thence N01°22'43"W, 433.25 feet, to a Point on the North Lines of said Lot No. 2, and Auditor's Parcel "Z"; Thence N87°58'57"E, along said North Lines, 509.38 feet, to the POINT OF BEGINNING. Said Annexation Parcel contains 5.35 Acres, and is subject to easements and restrictions of record;

AND

Commencing at the Center of Section 1, Township 78 North, Range 4 West, of the Fifth Principal Meridian; Thence S87°46'37"W, along the North Line of Auditor's Parcel "D", in accordance with the Plat thereof Recorded in Book 9 at Page 1021 of the Records of the Muscatine County Recorder's Office, 659.55 feet, to the Northwest Corner of said Auditor's Parcel "D", and the POINT OF BEGINNING; Thence S00°56'17"E, along the West Line of said Auditor's Parcel "D", 1457.88 feet, to the Southwest Corner of said Auditor's Parcel "D"; Thence S88°58'49"W, 1477.70 feet, to a Point on the East Line of Parizeks First Addition, in accordance with the Plat thereof Recorded as Instrument #2023-03418 of the Records of the Muscatine County Recorder's Office; Thence N01°23'21"W, along said East

Line, 167.74 feet; Thence N01°21'52"W, along said East Line, 598.53 feet; Thence N02°53'47"W, along said East Line, and the East Line of the Parcel depicted on the Retracement Plat of Survey, in accordance with the Plat thereof Recorded as Instrument #2021-05078 of the Records of the Muscatine County Recorder's Office, 660.55 feet, to the Northeast Corner of said Depicted Parcel, and a Point on the North Line of the Southwest Quarter of said Section 1; Thence N87°47'04"E, along said North Line, 1506.42 feet, to the POINT OF BEGINNING.

Said Parcel "O" contains 49.24 Acres, and is subject to easements and restrictions of record;

AND

Commencing at the Center of Section 1, Township 78 North, Range 4 West, of the Fifth Principal Meridian; Thence S87°46'37"W, along the North Line of Auditor's Parcel "D", in accordance with the Plat thereof Recorded in Book 9 at Page 1021 of the Records of the Muscatine County Recorder's Office, 659.55 feet, to the Northwest Corner of said Auditor's Parcel "D"; Thence S00°56'17"E, along the West Line of said Auditor's Parcel "D", 1457.88 feet, to the Southwest Corner

of said Auditor's Parcel "D", the Northwest Corner of Parcel "M", in accordance with the Plat thereof Recorded as Instrument No. 2024-04988 of the Records of the Muscatine County Recorder's Office, and the POINT OF BEGINNING;

Thence N88°57'30"E, along the North Line of said Parcel "M", 533.35 feet, to the Northeast Corner of said Parcel "M"; Thence S01°01'52"E, along the East Line of said Parcel "M", 493.27 feet, to the Southeast Corner of said Parcel "M"; Thence S88°02'57"W, along the South Line of said Parcel "M", 534.32 feet, to the Southwest Corner of said Parcel "M", and the Northeast Corner of The Akers Subdivision - Part One, in accordance with the Plat thereof Recorded as File No. 2001-00253 of the Records of the Muscatine County Recorder's Office;

Thence N89°33'28"W, along the North Line of said The Akers Subdivision - Part One, a distance of 586.35 feet; Thence S88°04'35"W, along said North Line, 91.05 feet, to the Northwest Corner of said The Akers Subdivision - Part One, and the Northeast Corner of The Akers Subdivision - Part Three, in accordance with the Plat thereof Recorded as File No. 2003-06869 of the Records of the Muscatine County Recorder's Office;

Thence S88°03'09"W, along the North Line of said The Akers Subdivision - Part Three, a distance of 408.82 feet, to the Northwest Corner of said The Akers Subdivision - Part Three, and the Northeast Corner of James First Addition, in accordance with the Plat thereof Recorded as Document #2011-02408 of the Records of the Muscatine County Recorder's Office;

Thence S88°09'03"W, along the North Line of said James First Addition, 287.80 feet, to the Northwest Corner of said James First Addition; Thence S01°23'58"E, along the West Line of said James First Addition, 677.02 feet, to the Southwest Corner of said James First Addition, and a Point on the North Right-of-Way Line of West Rainbow Drive (Highway #6);

Thence S88°07’11"W, along said North Right-of-Way Line, 85.84 feet, to the Southeast Corner of Auditor's Parcel "F", in accordance with the Plat thereof Recorded as File No. 1997-0125 of the Records of the Muscatine County Recorder's Office; Thence N01°49'44"W, along the East Line of said Auditor's Parcel "F", 375.39 feet, to the Northeast Corner of said Auditor's Parcel "F";

Thence S87°51'31"W, along the North Line of said Parcel "F", 10.90 feet, to the Northwest Corner of said Audito

Plat thereof Recorded as Instrument #2023-03418 of the Records of the Muscatine County Recorder's Office;

Thence N01°25'32"W, along the East Line of said Parizeks First Addition, 714.95 feet; Thence N01°23’21"W, along said East Line, 87.24 feet; Thence N88°58'49"E, 1477.70 feet, to the POINT OF BEGINNING.

Said Parcel "P" contains 24.27 Acres, and is subject to easements and restrictions of record.

The proposed amendment to the Plan brings the Property described into the Urban Renewal Area and makes it subject to the provisions of the Plan. The amendment also (i) updates the description of the West Liberty Economic Area Development Support Program previously approved in the November, 2020 Amendment to the Plan; and (ii) updates the description of the Urban Renewal Administration and Professional Support Program previously approved in the November, 2020 Amendment to the Plan. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

City Clerk, Carrigan O’Connor
City of West Liberty

Contacts:
City Manager, Lee Geertz: lgeertz@cityofwestlibertyia.org
City Clerk, Carrigan O’Connor: COConnor@cityofwestlibertyia.org

CITY OF WEST LIBERTY, IOWA

URBAN RENEWAL PLAN AMENDMENT
WEST LIBERTY URBAN RENEWAL AREA

December, 2026

The Urban Renewal Plan (the "Plan") for the West Liberty Urban Renewal Area (the "Urban Renewal Area") is being amended for the purposes of (i) adding certain real property to the Urban Renewal Area; (ii) updating the description of the 2021-2023 West Liberty Economic Area Development Support Program; and (iii) updating the description of the 2021-2023 Urban Renewal Administration and Professional Support Program.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the December, 2026 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to a portion of the Property.

2) Update Description of the West Liberty Economic Area Development Support Program. The description of the updated West Liberty Area Development Support Program is hereby updated as follows:

Name of Project: 2027-2030 West Liberty Economic Area Development Support Program (the "WE LEAD Support Program")

Date of Council Approval of Project: November 3, 2020, and updated on December 1, 2026

Declaration of Program as an Urban Renewal Project: The City Council has determined that a need exists for continued support of the City's ongoing economic development efforts in the Urban Renewal Area. WeLead will collaborate with the City and provide support in connection with such efforts, including initiatives designed to promote business development and expansion, encourage capital investment, foster a healthy business climate, enhance quality of life, and promote economic growth and prosperity in the Urban Renewal Area.

Description of Use of TIF: It is anticipated that the City will pay for the WE LEAD Program with borrowed funds, proceeds of internal advances of City funds on-hand and/or through an economic development agreement with negotiated annual appropriation payments. In all cases, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the WE LEAD Program will not exceed $200,000.

3) Update Description of the Urban Renewal Administration and Professional Support Program. The description of the updated Urban Renewal Administration and Professional Support Program is hereby updated as follows:

Name of Project: 2027-2030 Urban Renewal Administration and Professional Support Program

Date of Council Approval of Program: November 3, 2020, and updated on December 1, 2026

Description of Program: The City will provide administrative and professional support to its urban renewal projects and initiatives in the City's 2027 through 2030 fiscal years (the "Admin Support Program"). The Admin Support Program will include planning, staffing, grant writing and administration, document support, record management, accounting, marketing, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

Description of Use of TIF for the Program: The City will fund its support contributions under the Admin Support Program from the proceeds of internal advances (the "Advances") of cash on hand. The City's annual contributions will be determined from year to year. The City will repay the Advances from incremental property tax revenues to be derived from the Urban Renewal Area. The amount of the Advances will be determined from year to year. The total amount of incremental property tax revenues to be applied to the City's Admin Support Program for the City's fiscal years 2027 through 2030 shall not exceed $500,000.

4) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	$12,079,216
Outstanding general obligation debt of the City:	$
Proposed debt to be incurred under the November, 2020 Amendment*:	$ 700,000

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A

Legal Description
Expanded West Liberty Urban Renewal Area
(December, 2026 Addition)

A PORTION OF LOT NO. 2 AND A PORTION OF THE ADJACENT VACATED ALLEYS OF THE "PLAT OF SURVEY FOR AMOS WALTON", LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 78 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Northeast Corner of Section 12, Township 78 North, Range 4 West, of the Fifth Principal Meridian, Muscatine County, Iowa; Thence S00°39’10"E, along the East Line of said Section 12, a distance of 2651.39 feet; Thence S87°58'57"W, 494.21 feet, to the Northeast Corner of Lot No. 2 of the "Plat of Survey for Amos Walton", in accordance with the Plat thereof Recorded in Book 1 at Page 109 of the Records of the Muscatine County Recorder's Office, and the POINT OF BEGINNING; Thence S01°22'07"E, along the East Line of said Lot No. 2, a distance of 376.00 feet, to the Northeast Corner of a North-South Vacated Alley; Thence S88°53'23"W, along the North Line of said North-South Vacated Alley, 10.00 feet, to its intersection with the Centerline of said North-South Vacated Alley; Thence S88°53'23"W, along said Centerline of said North-South Vacated Alley, 70.23 feet, to a Point on the South Line of said North-South Vacated Alley, and the North Line of an East-West Vacated Alley; Thence N89°27'12"E, along said South and North Lines, 10.00 feet, to the Northeast Corner of said East-West Vacated Alley; Thence S01°22'07"E, along the East Line of said East-West Vacated Alley, 20.00 feet, to the Southeast Corner thereof; Thence S89°27’12"W, along the South Line of said East-West Vacated Alley, 489.95 feet; Thence N00°40’10"W, 20.00 feet, to a Point on the South Line of said Lot No. 2 of the "Plat of Survey for Amos Walton", and the South Line of Auditor's Parcel "Z", in accordance with the Plat thereof Recorded as Instrument #2017-01962 of the Records of the Muscatine County Recorder's Office; Thence S89°27'12"W, along said South Lines, 19.62 feet; Thence N01°22'43"W, 433.25 feet, to a Point on the North Lines of said Lot No. 2, and Auditor's Parcel "Z"; Thence N87°58'57"E, along said North Lines, 509.38 feet, to the POINT OF BEGINNING. Said Annexation Parcel contains 5.35 Acres, and is subject to easements and restrictions of record;

AND

Commencing at the Center of Section 1, Township 78 North, Range 4 West, of the Fifth Principal Meridian; Thence S87°46'37"W, along the North Line of Auditor's Parcel "D", in accordance with the Plat thereof Recorded in Book 9 at Page 1021 of the Records of the Muscatine County Recorder's Office, 659.55 feet, to the Northwest Corner of said Auditor's Parcel "D", and the POINT OF BEGINNING; Thence S00°56'17"E, along the West Line of said Auditor's Parcel "D", 1457.88 feet, to the Southwest Corner of said Auditor's Parcel "D"; Thence S88°58'49"W, 1477.70 feet, to a Point on the East Line of Parizeks First Addition, in accordance with the Plat thereof Recorded as Instrument #2023-03418 of the Records of the Muscatine County Recorder's Office; Thence N01°23'21"W, along said East Line, 167.74 feet; Thence N01°21'52"W, along said East Line, 598.53 feet; Thence

N02°53'47"W, along said East Line, and the East Line of the Parcel depicted on the Retracement Plat of Survey, in accordance with the Plat thereof Recorded as Instrument #2021-05078 of the Records of the Muscatine County Recorder's Office, 660.55 feet, to the Northeast Corner of said Depicted Parcel, and a Point on the North Line of the Southwest Quarter of said Section 1; Thence N87°47'04"E, along said North Line, 1506.42 feet, to the POINT OF BEGINNING.
Said Parcel “O” contains 49.24 Acres, and is subject to easements and restrictions of record;

AND

Commencing at the Center of Section 1, Township 78 North, Range 4 West, of the Fifth Principal Meridian; Thence S87°46'37"W, along the North Line of Auditor's Parcel "D", in accordance with the Plat thereof Recorded in Book 9 at Page 1021 of the Records of the Muscatine County Recorder's Office, 659.55 feet, to the Northwest Corner of said Auditor's Parcel "D"; Thence S00°56’17"E, along the West Line of said Auditor's Parcel "D", 1457.88 feet, to the Southwest Corner of said Auditor's Parcel "D", the Northwest Corner of Parcel "M", in accordance with the Plat thereof Recorded as Instrument No. 2024-04988 of the Records of the Muscatine County Recorder's Office, and the POINT OF BEGINNING;

Thence N88°57'30"E, along the North Line of said Parcel "M", 533.35 feet, to the Northeast Corner of said Parcel "M"; Thence S01°01'52"E, along the East Line of said Parcel "M", 493.27 feet, to the Southeast Corner of said Parcel "M"; Thence S88°02'57"W, along the South Line of said Parcel "M", 534.32 feet, to the Southwest Corner of said Parcel "M", and the Northeast Corner of The Akers Subdivision - Part One, in accordance with the Plat thereof Recorded as File No. 2001-00253 of the Records of the Muscatine County Recorder's Office;

Thence N89°33'28"W, along the North Line of said The Akers Subdivision - Part One, a distance of 586.35 feet; Thence S88°04'35"W, along said North Line, 91.05 feet, to the Northwest Corner of said The Akers Subdivision - Part One, and the Northeast Corner of The Akers Subdivision - Part Three, in accordance with the Plat thereof Recorded as File No. 2003-06869 of the Records of the Muscatine County Recorder's Office;

Thence S88°03'09"W, along the North Line of said The Akers Subdivision - Part Three, a distance of 408.82 feet, to the Northwest Corner of said The Akers Subdivision - Part Three, and the Northeast Corner of James First Addition, in accordance with the Plat thereof Recorded as Document #2011-02408 of the Records of the Muscatine County Recorder's Office;

Thence S88°09'03"W, along the North Line of said James First Addition, 287.80 feet, to the Northwest Corner of said James First Addition; Thence S01°23'58"E, along the West Line of said James First Addition, 677.02 feet, to the Southwest Corner of said James First Addition, and a Point on the North Right-of-Way Line of West Rainbow Drive (Highway #6);

Thence S88°07’11"W, along said North Right-of-Way Line, 85.84 feet, to the Southeast Corner of Auditor's Parcel "F", in accordance with the Plat thereof Recorded as File No. 1997-0125 of the Records of the Muscatine County Recorder's Office; Thence N01°49'44"W, along the East Line of said Auditor's Parcel "F", 375.39 feet, to the Northeast Corner of said Auditor's Parcel "F";

Thence S87°51'31"W, along the North Line of said Parcel "F", 10.90 feet, to the Northwest Corner of said Auditor's Parcel "F", and the Southeast Corner of Parizeks First Addition, in accordance with the

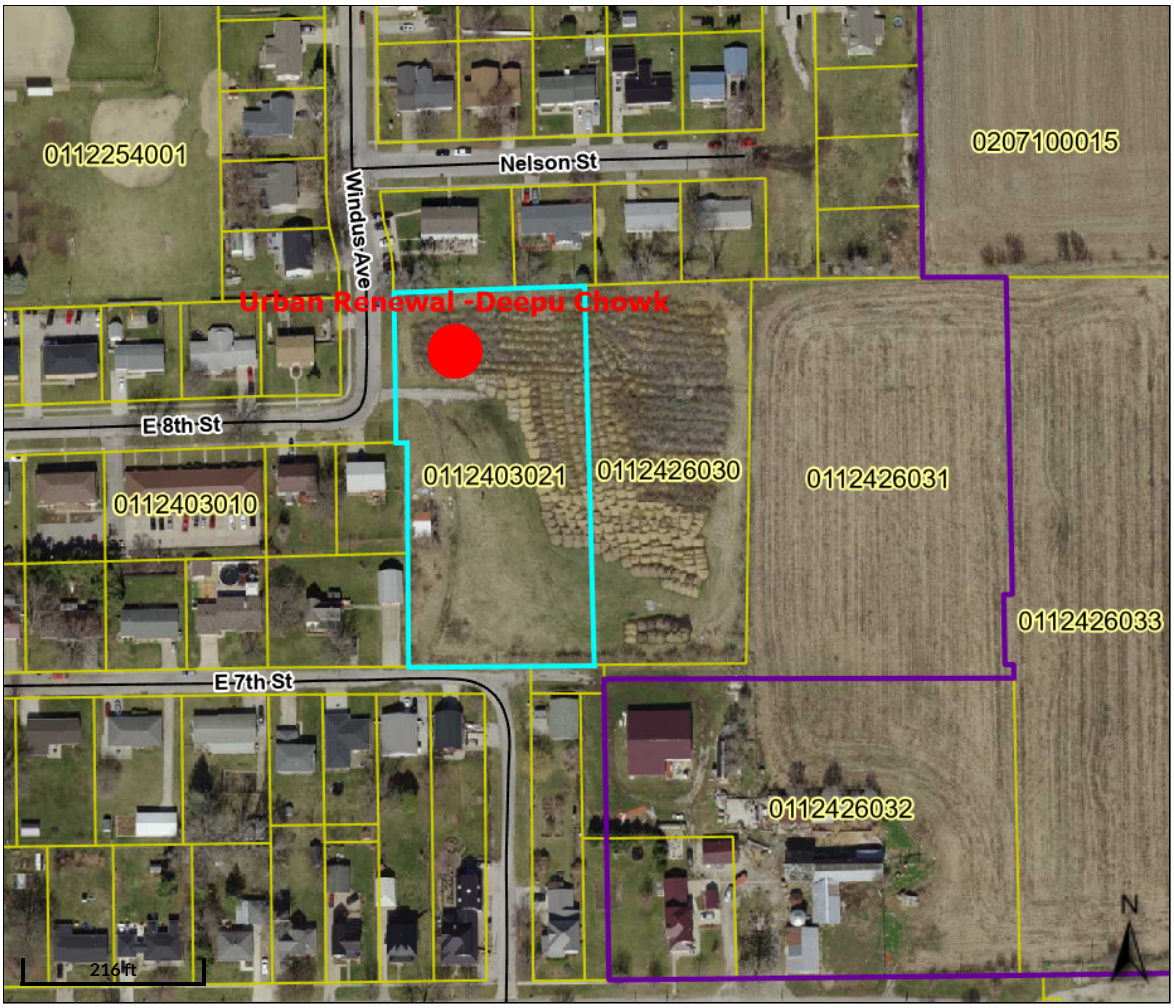
Plat thereof Recorded as Instrument #2023-03418 of the Records of the Muscatine County Recorder's Office;

Thence N01°25'32"W, along the East Line of said Parizeks First Addition, 714.95 feet; Thence N01°23’21"W, along said East Line, 87.24 feet; Thence N88°58'49"E, 1477.70 feet, to the POINT OF BEGINNING.

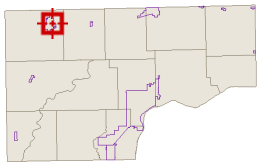
Said Parcel "P" contains 24.27 Acres, and is subject to easements and restrictions of record.

Beacon™

Muscatine Area Geographic Information Consortium (MAGIC)



Overview



Legend

- Corporate Limits
- Political Townships

Dimension Leader

- 2
- 3
- Parcels

Roads

- Airport Runway
- City Street
- County Road
- Neighbor County
- Private Drive
- State Highway
- Treadway
- US Highway
- US Hwy - Divided
- <all other values>

Parcel ID	0112403021	**Alternate ID**	RLCWLL-0112403021	**Owner Address**	GIRI LLC
Sec/Twp/Rng	n/a	**Class**	R		305 W 16TH ST
Property Address		**Acreage**	2.1		WEST LIBERTY, IA 52776-1063
District	LCWLL				
Brief Tax Description	12-78-4W PRT PARCEL Z W OF CORP LINE LOTS 2 & 3 A WALTON'S SD 2017-01962				
	(Note: Not to be used on legal documents)				

Date created: 11/18/2026
Last Data Uploaded: 11/18/2026 1:22:10 PM

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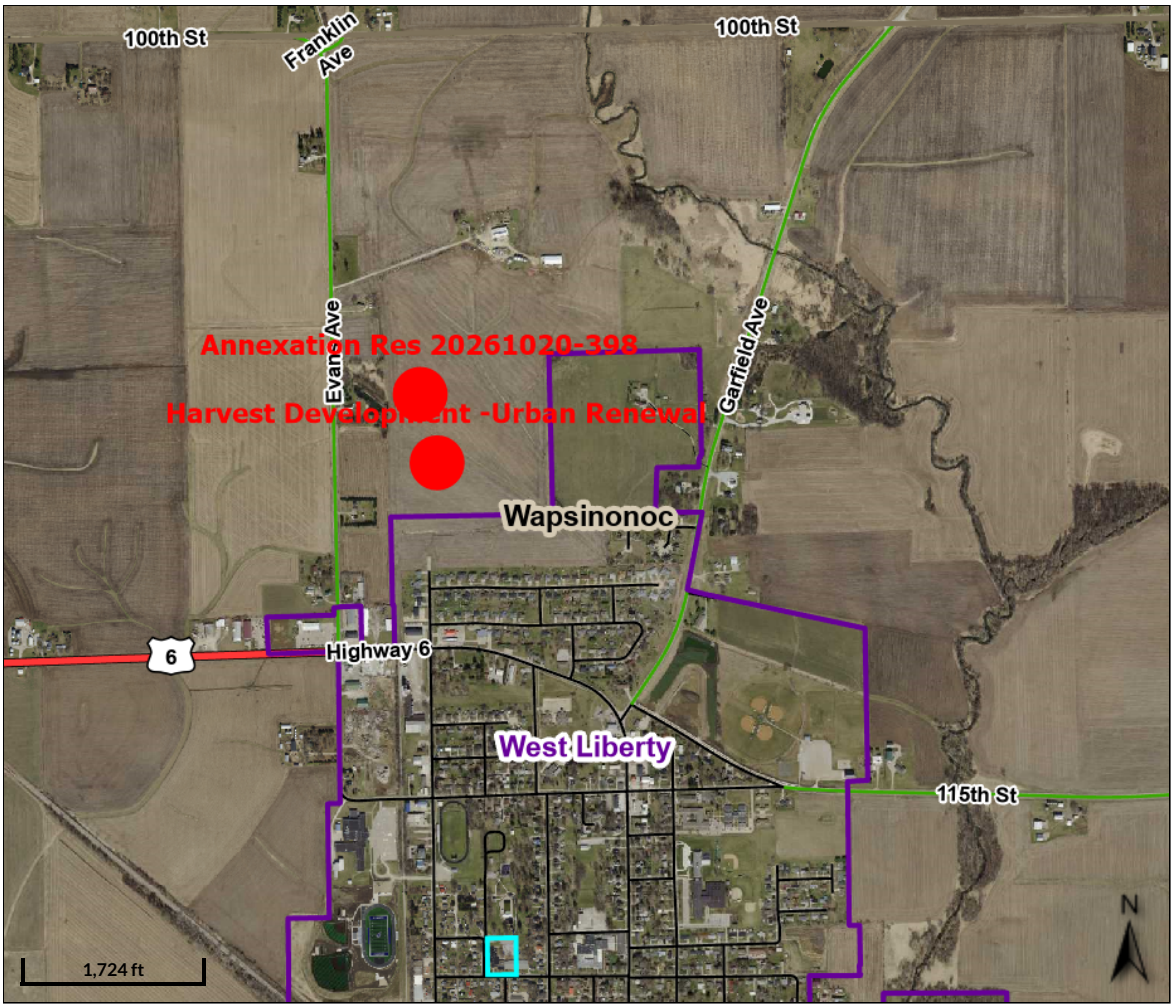
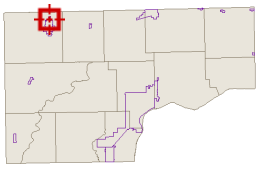
Beacon™

Muscatine Area Geographic Information Consortium (MAGIC)



Overview



Legend

- Corporate Limits
- Political Townships
- Dimension Leader
  - 2
  - 3
- Parcels
- Roads
  - Airport Runway
  - City Street
  - County Road
  - Neighbor County
  - Private Drive
  - State Highway
  - Treadway
  - US Highway
  - US Hwy - Divided
  - <all other values>

Parcel ID	0112326001	**Alternate ID**	RLCWLL-0112326001	**Owner Address**	CITY OF WEST LIBERTY
Sec/Twp/Rng	n/a	**Class**	C		409 N CALHOUN ST
Property Address	111 W 7TH ST	**Acreage**	2.0		WEST LIBERTY, IA 52776
	WEST LIBERTY				
District	LCWLL				
Brief Tax Description	12-78-4W LOT 8 HOLMES & MANFULS ADD				
	(Note: Not to be used on legal documents)				

Date created: 11/18/2026
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November 30, 2026
Agenda Packet
Items #6a

- Muscatine County Secondary Roads Haul Road Damages Agreement and Permit

MUSCATINE COUNTY SECONDARY ROADS HAUL ROAD DAMAGES AGREEMENT AND PERMIT

THIS AGREEMENT, made this_____day of_____20_____by and between Courageous Construction LLC (Contractor) and Muscatine County, Iowa (County)

WITNESSED THAT:

WHEREAS, the Contractor desires to temporarily use (and to allow its agents, employees, designees, contractors, guests, invitees to use) certain roadways, shown herewith in "Exhibit A," on the Muscatine County secondary road system to support construction and equipment deliveries for the Northland data center project at 1950 Solomon Avenue in Muscatine County, Iowa. (hereafter referred to as "the Project").

WHEREAS, said hauling operation is expected to generate roadway usage clearly in excess of normal use and may result in extraordinary generation of damage to the roadway surface in the form of rutting, loss of gravel, and damage to pavement and drainage structures.

WHEREAS, it is in the public's interest to have the cost of such damages reimbursed to the County during, or upon completion of, the hauling operation.

THEREFORE BE IT RESOLVED THAT: the parties to this agreement do hereby agree that Contractor may use (and may allow its agents, employees, designees, contractors, guests, and invitees to use) the roads designated in Exhibit A as follows:

CONTRACTOR AGREES TO:

1. Contact the County Engineer's Office 48 hours prior to commencing said hauling operations and prior to any subsequent changes in work areas or traffic control operations, so that the County may have adequate time to issue press releases to the public.

2. Restrict all hauling activities to the roads agreed upon and designated herewith in "Exhibit A."

3. Permit public traffic to use the roads involved at all times and ensure that public use shall not be delayed unnecessarily. Work shall be planned and conducted to cause a minimum delay or interference with traffic. Conduct the work to assure the least possible obstruction to access by the residents along the project.

4. Allow local traffic use of road during hauling operations. Tools, equipment, materials, supplies, contractor's vehicles, or vehicles of contractor's employees shall not be parked or stored in public right of way.

5. Obtain a permit for any temporary entrances prior to installation.

6. Before each activity that requires a permit, obtain all other necessary permits for which the County has issuing authority separately, including but not limited to oversized and overweight trip permits, dust control permits, floodplain development permits, temporary and private entrance permits, right-of-way permits, and utility permits.

7. A. It shall be the Contractor's responsibility to have liability insurance covering all of the operations incident to permitted hauling operations and the Contractor must have on file with the Contracting Authority a current "Certificate of Insurance" prior to any hauling. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor including a subcontractor, persons employed by a subcontractor, or by an independent contractor. Contractor agrees to defend, indemnify and hold harmless the County, its supervisors, commissioners, boards, administrators, employees, agents and representatives against any and all losses, claims, damages, expenses and liabilities, including reasonable attorneys' fees, for physical injury or death to any person or physical damage to property arising out of Contractor's use of County roads. This obligation excludes losses to the extent caused by the County's negligence or willful misconduct. This indemnification obligation shall survive the termination of this

Agreement for a period of two years.

B. In addition to the above, Muscatine County shall be included as an additional insured party, or a separate owner's protective policy shall be filed showing Muscatine County as an insured party.

C. The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and Muscatine County, the minimum coverage by such insurance shall be as follows:

General Liability, Including:	BODILY INJURY
Independent Contractors	$500,000 Each Occurrence
Contractual Liability,	$1,000,000 Aggregate
Products and Completed Operations	PROPERTY DAMAGE
	$250,000 Each Occurrence
	$500,000 Aggregate
	or
	BODILY INJURY AND PROPERTY DAMAGE - COMBINED SINGLE LIMIT*
	$750,000 Each Occurrence
	$1,500,000 Aggregate

*A comprehensive Catastrophe Liability Policy (Umbrella) can be used to aid in achieving the minimum required limits.

D. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work.

8. Agree to save and hold harmless, indemnify, and defend the County from all claims, tort, contract, or otherwise arising from permitted use of the public right of way by the Contractor, its agents, employees, designees, contractors, guests, invitees and duties under this contract, subject to the same scope, exclusions and two-year survival period as Section 7.A.

9. Take suitable precautions to prevent damage to telephone, telegraph, and electric transmission lines along the highway and to pipes, conduits, and other underground structures.

10. Install and maintain warning signs at the site:

Ensure all traffic control complies with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6, or future editions as adopted by the Iowa Department of Transportation (IDOT).

Maintain a Traffic Control Technician on staff responsible for overall management of the Contractor's quality control program for traffic control. The Traffic Control Technician is required to have attended and passed the exam in an American Traffic Safety Services Association (ATSSA) Traffic Control Technician class, International Municipal Signal Association (IMSA) Work Zone Traffic Control, AGC of Iowa Traffic Control Technician class, Minnesota DOT Traffic Control Supervisor training class, or Texas Engineering Extension Service Work Zone Traffic Control training class within the last 5 years.

A phone number for 24 hour contact for the Traffic Control Technician shall be provided to the County.

Ensure flaggers are trained in safe flagging operations that comply with Iowa DOT Flagger's Handbook. Flaggers shall carry and show upon request a training card showing; the employee name, date of training, name of instructor, and expiration date.

Maintain and provide upon request, a daily log of quality control associated with monitoring and documenting of traffic control conditions, including; listing and locations of traffic control devices and operations used each day referenced to the MUTCD or Iowa DOT standard road plans, all reviews of traffic control devices and operations whether satisfactory or unsatisfactory, corrections made, and a daily list of trained flaggers used.

Details of traffic control not addressed herewith, shall be resolved in accordance with the current version of Iowa DOT's "Standard Specifications for Highway and Bridge Construction."

11. At least 10 days prior to commencement of use of the haul route, Contractor shall, at its sole cost and expense, use county approved personnel, including Contractor's employees or subcontractors, to conduct an inspection, inventory and written report

and inventory (including a dated video tour of the agreed upon transit routes and dated still photographs of County roads, ditches, culverts, bridges and other relevant structures) documenting the condition of the agreed upon transit routes. Inspection shall also include documentation of the existing condition of the concrete panels and the edge of pavement on paved road entrances. County representatives shall be allowed to accompany the inspection party on its inspections, and Contractor shall provide the County a full copy of the written report, including video, produced by said inspection party prior to any hauling. .

12. Prior to commencing use of haul route County Engineer shall determine any work that needs to be preformed prior to hauling in order to best prevent possible road damage. Such items may include but not limited to, placing additional gravel surfacing, pavement repair, dust control, which shall be at the Contractor's expense. The County and Contractor shall agree in writing on the scope and estimated cost before nonemergency work under this Section.

13. Undertake reasonable precautions, as determined by the County or State or Federal agencies, to prevent fugitive dust. Corrective action, in the event of complaints pertaining to or knowledge of fugitive dust, or in an effort to prevent fugitive dust for the purpose of complying with Iowa Code 657.1 and Iowa Administrative Code 567 Ch 23.3(2) c., shall be the responsibility of the contractor. In the event of complaints pertaining to or knowledge of fugitive dust, the County may order the Contractor to suspend all of its hauling operations until corrective action is taken.

Comply with the County's determination of which reasonable precautions such as, but not limited to, those listed in IAC 567 Ch 23.3 (2) c., shall be used to prevent fugitive dust. This will likely include the application of calcium chloride dust control prior to hauling and during construction.

14. The County may inspect any Haul Road at any time during this Agreement. Should the County reasonably determine upon inspection that the condition of a Haul Road requires repair to avoid or mitigate a safety risk, the County shall perform the necessary repairs or direct the Contractor in writing to perform the necessary repairs within seven (7) days. Should the County reasonably determine upon inspection that temporary closure of a Haul Road is reasonably necessary, the County may implement such temporary closure consistent with Iowa Code § 306.41; provided, however, that whenever feasible, the County shall provide advance written notice to the Contractor of such temporary closure. Contractor shall consistently assess the Haul Roads for damage and if damage is located notify the County and seek direction before hauling further. The County reserves the right to embargo County Roads per Iowa Code Section 321. No road closures shall be allowed unless granted permission by the County. Contractor, upon request of the County, shall obtain and post traffic signs, at various locations as an aid to traffic management. All signage or postings shall comply with the Manual on Uniform Traffic Control Devices (MUTCD) issued by the Federal Highway Administration (FHWA), current edition. At all times during construction of the Project or performing maintenance on County Roads, Contractor shall ensure that construction areas and routes are free and clear of mud, dirt, debris, garbage, and obstruction of hazard that result from Contractor's activities or use of the Haul Road. Upon the reasonable request of the County, Contractor shall clear all mud, dirt, debris, garbage, and obstruction of hazard from a County Road, culvert, or ditch that result from Contractor's activities or use of the Haul Road.

15. Notwithstanding any other provision of this Agreement, the County shall have the absolute right to immediately undertake any repairs required to protect persons or the traveling public from imminent threat of bodily harm without prior notice to Contractor. If the County undertakes such repairs, it shall immediately notify Contractor such work has commenced, and upon completion bill Contractor for reasonable, documented direct County costs and expenses for such work to the extent Contractor's hauling caused the condition requiring repair, calculated by the rates accepted by the Iowa Department of Transportation. Unless disputed, Contractor shall pay such bill within thirty (30) days of receipt.

16. If Contractor disputes any bill submitted by the County for work performed by the County to repair damage to County roads and the amount of the bill is less than $100,000, the parties agree to submit such issue to informal binding arbitration, to be conducted by a person agreed upon by the parties. If the amount of the bill is in excess of $100,000, the parties agree to submit the issue to formal binding arbitration under the rules and procedures of the American Arbitration Association. Contractor agrees to pay any amounts determined by the arbitrator within thirty (30) days of the issuance of a final ruling by the arbitrator.

17. The County agrees to cooperate with the Contractor to facilitate the Project and prevent any unnecessary delays while ensuring the safety of public travel on the roadways.

18. Restore roadway to pre-haul conditions to the extent such damage is caused by Contractor as determined by the County Engineer, including repairs to drainage structures, re-shaping road top, and replacing granular surfacing or damaged pavement within 7 days of a temporary or permanent stoppage of hauling operations on an individual road segment. If agreed upon by both County and Contractor this period may be extended as needed for weather or the scope of repairs; Section 15 governs emergency repairs.

In the event that hauling operations combined with saturated subgrade conditions or other environmental factors cause road deterioration and County provides Contractor with written or electronic notice, cease operations and, Contractor will immediately coordinate with County to develop an approved method of repair. Contractor's repair obligations shall be limited to the extent such damage is caused by Contractor as determined by the County Engineer.

19. Reimburse the County for the cost of reasonable roadway damages to the extent resulting from Contractor's hauling operation as determined by the County Engineer within 30 days of receipt of an invoice with itemized costs and supporting documentation by the County Engineer. For all repair and reimbursement duties under this Agreement, the County shall use the Section 11 condition record to identify damage Contractor causes, excluding preexisting defects, , damage from unrelated traffic, and improvements beyond pre-haul condition, except for work Contractor approves under Section 12. Contractor may dispute causation and costs under Section 16. To the extent practicable, photos taken prior to and upon completion of hauling activities may be used to determine these damages.

20. Remove or cause to be removed any temporary entrances or fills within the right of way within 30 days of completion of proposed hauling activities.

Forfeit the right to make application for any additional permits, of which the County has the issuing authority, if the Contractor does not meet its obligations described herein, on a timely basis

COUNTY AGREES TO:

1. Issue permit for the temporary use of roadway, provided all of the above requirements have been met.

2. Monitor roadway conditions during hauling operations.

3. County agrees to exercise its discretion hereunder in a reasonable manner, taking into account the parties' intent as expressed herein.

4. If necessary, send invoice to Contractor for any and all costs incurred in restoring roadway to pre-haul condition or in maintaining the approved routes prior to the end of hauling operations, subject to Sections 15, 16 and 19.

IT IS MUTUALLY AGREED THAT:
This agreement shall only be valid for Muscatine County Secondary Roads. Contractor shall acquire agreements and/or permits for roadways that fall under other jurisdiction.

The Contractor may immediately proceed with their planned hauling operations, once all agreement conditions are met.

If during the hauling any damage or dangerous condition exists on the roadway, the Contractor shall notify the County Engineer immediately. If during the hauling operations the County Engineer, or his designee, determine excessive damage or dangerous conditions exist and provide such notice to Contractor, the Contractor shall immediately discontinue hauling operations except as necessary to perform approved method of repair to roadways. Hauling operations may resume upon mutual agreement between the County and Contractor that the roadway has been repaired to the point further deterioration will not occur.

When necessary, due to weather conditions or failure by the Contractor to meet its obligations in this permit, the County Engineer may temporarily suspend this permit by personally serving notice to the Contractor. Any load being hauled during such temporary suspension of this permit shall be considered to be trespassing on the right of way.
This permit ends upon completion of construction hauling and the restoration duties in Sections 18 and 20. Within 90 calendar days after Contractor's written request following that completion, the County shall inspect the haul route and identify in writing any remaining repairs Contractor owes under this Agreement. The County shall confirm closeout in writing within five business days after Contractor completes those repairs, or after inspection if none remain.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

MUSCATINE COUNTY, IOWA

By:_____

Chairman, Muscatine County Board of Supervisors

_____

CONTRACTOR

By:_____

John Paul Baric, Manager

_____

(print name)

Exhibit A



10/29/2026, 10:23:03 AM

1:6,041

Muscatine County Parcels

Image

Red: Red

Green: Green

Blue: Blue

0 0.07 0.15 0.3 mi

0 0.1 0.2 0.4 km

November 30, 2026
Agenda Packet
Items #7

- Board of Supervisor Meeting Minutes 11-23-26

Muscatine County Board of Supervisors
Monday, November 23, 2026

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Mather, Sauer and Sorensen present. Chairperson Chick presiding.

On a motion by Sorensen, second by Sauer, the agenda was approved as presented. Ayes: All.

On a motion by Sorensen, second by Mather, the Board moved to accept claims dated November 23, 2026, in the amount of $819,894.31. Ayes: All.

County Engineer Bryan Horesowsky reviewed and held discussion on the presented quote for a 2026 Caterpillar 315 Excavator at $268,067.00 with a potential trade with Unit #60 -2018 308 Excavator serial number RAZ01371 for $31,000.00. Chick asked if this was budgeted for, with Horesowsky stating yes. Sorensen inquired if the attachments will be the same from the 308 Excavator to the 315. Horesowsky stated the 308 Excavator with be traded with the attachments that fit. The 315 Excavator will come with a vibratory plate compactor, a standard bucket and a ditching bucket.

On a motion by Sorensen, second by Sauer, the Board approved the purchase of a 2026 Small Excavator at $237,067.00. Ayes: All.

Horesowsky updated the Board on secondary road projects.

On a motion by Mather, second by Kirchner, the Board approved the minutes of the November 16, 2026, regular meeting. Ayes: All.

Correspondence:

Sorensen received an email from Sue Johanssen, with the Muscatine Clean Energy District about Energy Efficiency and Conservation Block Grant (EECBG) Program funds. Sorensen spoke with County Development Director Eric Furnas and Administration & Finance Director Kala Naber on this topic.

Committee & Meeting Reports:

Kirchner attended a WELEAD meeting on November 19, 2026.

Kirchner attended a Muscatine County Fair Board meeting on November 19, 2026.

Mather attended a Muscatine County Veterans Affair Commission meeting on November 18, 2026.

Chick attended an Eastern Iowa Workforce Development Full Board meeting on November 19, 2026.

Chick attended an Eastern Iowa Workforce Development CEO Board meeting on November 20, 2026.

Chick attended a Full Board Chamber meeting on November 20, 2026.

Sauer attended a River Bend Transit meeting on November 18, 2026. Sauer also stated that the bus parking facility is coming along nicely.

County Engineer Bryan Horesowsky mentioned attending a Region 9 Technical Committee meeting last week. All Surface Transportation Block Grant (STBG) applications were due. Three applications will begin the evaluation process and will go to the Policy Committee in March. No projects were submitted to the Transportation Alternative Program (TAP). Discussion was had to possibly reopen the application process in six months.

County Development Director Eric Furnas stated the Board received an email from the City of West Liberty requesting to put a resolution on the agenda supporting an urban renewal district establishment just outside the city limits. Furnas stated he will attend an informational meeting in West Liberty and report back to the Board before next week's meeting.

The meeting was adjourned at 9:18 A.M.

ATTEST:

Tibe Vander Linden County Auditor	Danny Chick, Chairperson Board of Supervisors