

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, April 20, 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 the ARPA Grant Agreement between Muscatine County, Iowa and Muscatine Power and Water.
4. Discussion and possible action authorizing the Historic Preservation Commission to submit a Historical Resource Development Program (HRDP) grant application in the amount of \$7,487.00 (grant amount \$3,700, cash match \$3,068 and in-kind services \$719), with Historic Preservation Commissioners Lynn Pruitt and Chris Brase.
5. Items with County Development Director Eric Furnas:
 - a. Discussion and possible action to set a public hearing for Monday, May 18, 2026, at 9:00 a.m. on the proposed rezoning of approximately 12.44 acres in Wapsie Township in the NW ¼ of Sec. 10-T78N-R4W, from A-1 Agricultural District to R-1 Residential District.
 - b. Discussion and possible action to appoint Ashley Spitler to the Muscatine County Zoning Board of Adjustment for a five-year term ending March 31, 2031.
 - c. Other.
6. Items with County Engineer Bryan Horesowsky:
 - a. Discussion and possible action to approve the purchase of two 2027 Mack Cab and Chassis trucks.
 - b. Other.
7. Discussion and possible action to approve a new application for a Class “C” Retail Alcohol License (LC) and Outdoor Service Permit for The Chart House Inc., 2142 Water Street, Muscatine, Iowa.
8. Discussion and possible action to approve the minutes of the April 13, 2026 regular meeting
9. Correspondence.
10. Committee Reports.

11. Items with the Administration Office:
 - a. Action to accept the April 2026 payroll claims.
 - b. Other.
12. Receive information from County employees.
13. Receive comments from the public.
14. Closed session (at employee's request) pursuant to Chapter 21.5(1)(i), Code of Iowa, for performance evaluation. **(roll call vote to enter and exit closed session)**
15. Adjournment.

April 20, 2026
Agenda Packet
Item #3

- MPW ARPA Grant Agreement Email
- MPW ARPA Memo
- Muscatine County-MPW Signed ARPA Agreement

From: Gage Huston <ghuston@mpw.org>
Date: Apr 15, 2026 1:19 PM
Subject: FW: County Contract - NOFA 7
To: Nathan Mather <nathan.mather@co.muscatine.ia.us>, Jeff Sorensen <jeff.sorensen@co.muscatine.ia.us>
Cc: Danny Chick <danny.chick@muscatinecountyiowa.gov>, Kurt Kirchner <kurt.kirchner@muscatinecountyiowa.gov>, Scott Sauer <scott.sauer@co.muscatine.ia.us>

Nathan, Jeff-

Good afternoon, gentlemen! I believe I spoke with each of you briefly over the past few weeks on this subject. I am requesting your consideration to waive the requested reimbursement on MPW's \$100k grant award related to the rural fiber expansion project completed in 2025.

Upon review of the terms of the grant agreement, it does appear that reimbursement of funds is allowable. My humble request to waive the reimbursement comes simply from the fact this was not our staff's understanding at the time of the grant award. The requested grant was intended to close a funding gap to allow the project to be financially viable. Repayment of the grant simply would not have served to close the gap; it would have merely shifted the timing of cash flow.

I believe both parties understood the funds would be used to construct fiber infrastructure and that infrastructure would be used to deliver communications services, for which MPW would charge standard rates for. I don't believe there was any discussion at the time about a reimbursement. If that is not accurate in any way, please let me know. As a fellow government entity, the rates we charge in no way result in profits or private gain to any individual or private corporation.

I would chalk this up to a miscommunication and/or misinterpretation of how the grant funds would be utilized. I sincerely apologize for our role in that.

I would be happy to jump on a call at any time to discuss further. Thank you.

Gage Huston | General Manager



Muscatine Power and Water | 3205 Cedar Street | Muscatine, IA 52761
Office: 563.262.3300 | **Email:** ghuston@mpw.org | **Web:** www.mpw.org
Connect with MPW on [LinkedIn](#) | [Instagram](#) | [Facebook](#)

COPY

June 9, 2025

**MUSCATINE POWER AND WATER
ARPA GRANT REPAYMENT SCHEDULE**

Per Article II Section 2.2 Item (g) of the ARPA Grant agreement between Muscatine County and for profit organizations, noted below, Muscatine County requests that your repayment schedule begin in July 2025.

Funds Received After Project Completion. If the Grantee is authorized or allowed by law to charge customers for the services created using the funds provided by the County hereunder, the Grantee agrees that it shall repay the County (from these funds) the total amount of the Grant award or any part thereof it collects over any period these services are provided and the customer(s) actually pay their bill. No interest will be charged by the County for this amount and payments will be made on a quarterly basis with a summary of charges and amounts recovered from each customer to be included with any payments.

Our records indicate that your Rural Fiber ARPA project was completed in 2025 and your final ARPA payment was issued on 06/09/2025. Please see below for your repayment schedule to begin in July 2025 for any payments collected since the completion of the project and continue until the full \$100,000 is repaid.

Service Dates	Repayment Date
January - March	April
April - June	July
July - September	October
October - December	January

Sincerely,



Nathan Mather, Chair
Muscatine County Board of Supervisors

**ARPA GRANT AGREEMENT BETWEEN
MUSCATINE COUNTY, IOWA AND MUSCATINE POWER AND WATER**

This Grant Agreement ("Agreement") is entered into by and between Muscatine County, Iowa ("County") and Muscatine Power and Water ("MPW") listed in the Application(s) attached hereto as **Exhibit A** ("Grantee"), located within the territorial boundaries of Muscatine County (the "Grantee").

WHEREAS, the County is the recipient of a grant (more fully described in **Exhibit A**, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted to the County one or more Applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in **Exhibit A**, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County may be willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, upon and abiding by the terms and conditions specifically stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

1.1 Grantee Representations:

- (a) Organization; Power, Etc. The Grantee is located entirely within the geographic boundaries of the County or such that it benefits Muscatine County sufficiently to support this award with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) Authority. The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.
- (c) No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity,

before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- (d) No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) SAM Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”), Data Universal Numbering System (“DUNS”), or Taxpayer Identification Number (“TINS”) listed in Exhibit A is the correct number for the Grantee as of the date hereof.
- (f) Binding Agreement. This Agreement and all Exhibits, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally.
- (g) Information Submitted. All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (h) Ratification. By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application(s) attached hereto as **Exhibit A** as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

ARTICLE II - THE GRANT

2.1 Grant Amount

The County agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as **Exhibit A** hereto. The aggregate of the payments by the County shall not exceed the total amount of the approved Grant and all other sums or amounts to be contributed by the Grantee or others as outlined in

Exhibit A shall be timely received and expended.

2.2 Project and Schedule

- (a) Grant Purpose. Each Grant is being made solely to finance the project described in the applicable Application (each, a “Project”). No other use of the Grant funds may be made by the Grantee without the written consent of the County. Changes to the Grant Application, increasing the contribution of funds by the County, will not be allowed after the execution of this Agreement.
- (b) Complete Funding. The Grantee acknowledges and agrees, by executing this Agreement, they have either previously assembled the necessary funds to complete the specified Project and/or have received written commitments evidencing the financial commitment for the Project. Copies of any written commitments shall be provided to the County before this Agreement is executed. In the event that any funding commitment is later withdrawn, for any reason, the Grantee shall immediately notify the County (in writing) of the change in funding. In such an event, the County will not be obligated to continue with further funding and may seek reimbursement of any funds previously approved and expended by the County hereunder, unless Article 3.3 applies.
- (c) Grant Expenditure Schedule. The Grant will not pay or reimburse any costs other than those incurred (i.e., obligated) during the period after March 3, 2021 until June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). The County shall retain all Grant proceeds that remain unexpended as of September 30, 2026 (or such later date, which the County may extend with a later written deadline, in its sole discretion) thereafter.
- (d) Last Resort ARPA Payment. To the extent that the Grantee has received funding from other sources and/or raised monies themselves (“other funds”), the Grantee shall be first obligated to pay and thereafter exhaust all Project costs/expenses from those other funds and before they seek reimbursement or payment from the County hereunder.
- (e) Reimbursement/Payment Pay Applications. After the Grantee has exhausted all other funds, pursuant to subsections b and d herein, the Grantee may make application to the County for the payment or reimbursement of costs/expenses contained in the Application and using the County ARPA funds.
- (f) Excess Funds. To the extent that there are any ARPA Funds left unexpended after following this process, those funds shall remain with the County and be expended for other purposes consistent with the applicable law governing the disbursement of these funds.
- (g) Funds Received After Project Completion. If the Grantee is authorized or allowed by law to charge customers for the services created using the funds provided by the County hereunder, the Grantee agrees that it shall repay the County (from these funds) the total amount of the Grant award or any part thereof it collects over any period these services are provided and the customer(s) actually pay their bill. No interest will be charged by the County for this amount and payments will be made on a quarterly basis with a summary of charges and amounts recovered from each customer to be included with any payments.

- (h) Post-Completion Presentation. Upon the completion of the Exhibit A Application by the Grantee and assuming the Grantee actually receives funds from the County, the Grantee agrees that they will schedule a time and date before the Muscatine County Board of Supervisors to make a presentation on the Grant Application and to answer any questions from the Board and/or the public may have concerning the Application. A time and date can be scheduled by contacting the Muscatine County Administration Office at 414 E. Third Street, Ste 101 or calling 563-263-5317.

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) Executed Grant Agreement. The County shall receive a duly executed original of this Agreement and any documents referenced herein.
- (b) Expiration of Offer. Each Grant, and the obligation of the County to reimburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee has exhausted other funds, then incurred a cost/expense, and then not sought reimbursement from the County. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.
- (c) No Assignment or Discontinuation of Administration. The Grantee shall not, without the prior approval and written consent of the County assign its rights or responsibilities hereunder or discontinue administration services in this Agreement.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

The Grantee shall comply with all reporting requirements set forth in **Exhibit B** hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

3.3 Additional Project Funding

As contemplated in Article II herein, the Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without

limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project and immediately report the same to the County.

3.4 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grants are subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.6 SAM

Grantee shall inform the County whether or not they are actively registered with SAM while this Grant Agreement is in effect.

3.7 Recordkeeping

The Grantee shall maintain accounts and records with respect to each Project and each Grant in

accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project and each Grant for a period of seven (7) years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to each Project and/or each Grant.

3.8 Single-Audit

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

- (a) Termination by the County. The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant;
 - (ii) if the funds provided by the federal government are required to be returned; or
 - (iii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- (b) Notice of Termination. The County shall provide the Grantee with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be

effective as of the date such notice of termination is sent by the County.

- (c) Effect of Termination. Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Muscatine County, 414 East Third Street, Suite 101 Muscatine, Iowa 52761, Attention: Administration, and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the State of Iowa. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the State. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and

their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as **Exhibit A** and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the Grantee may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as **Exhibit A** and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.9 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.


5.10 Third-Party Beneficiaries

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

MUSCATINE COUNTY, IOWA

ATTEST:



Tibe Vander Linden
Muscatine County Auditor



Scott Sauer, Chairperson
Muscatine County Board of Supervisors

Date: 09/12/22

GRANTEE (as applicable)



Authorized Representative

Date: 8/31/2022

EXHIBIT A

Muscatine Power and Water

Award #918

Award Amount: **\$100,000**– see
application for full details

Approved by Muscatine County
Board of Supervisors 01-24-22

SAM Unique Entity ID N1FJV1TBBA15
DUNS Number 06-104-4160
Tax ID Number 42-6005011

**American Recovery Act Funding Request
Muscatine County**

Due to Muscatine County Administration Office no later than noon January 16, 2022

Department/Organization Name Muscatine Power and Water (MPW)

Department/Organization Address 3205 Cedar St., Muscatine, IA 52761

IRS designated non-profit organization?

Yes No

(MPW is a component entity of the City of Muscatine)

Has applicant received other funding through local, state or federal sources?

Yes No

If yes, list funding sources Iowa NOFA #007. 60%, up to \$623,688 payable at project conclusion

Project/Program Name MPW Rural Fiber Project #2

Brief Description of Project Expand MPW's fiber network to additional rural residents of Muscatine County to the north and west of MPW's existing service area. (See map included with cover letter.)

Estimated Project Cost \$1,039,481

Project Start Date 4/1/2022 Project End Date 9/30/2026

- Category Qualification:
- Affordable Housing
 - Social Services
 - Public Health
 - Addressing negative impacts of COVID 19
 - Water/Sewer Infrastructure
 - Broadband expansion

Benefit of project in regards to Category Qualification MPW will build fiber-to-the premise in un/underserved Muscatine County census blocks. The GPON fiber network will be capable of providing symmetrical 100 Mbps minimum internet speeds; offering service levels up to 1 Gbps today; upgradeable to 10Gbps when needed. Bandwidth at these levels support remote learning, remote work, and telehealth. High-speed, fiber internet has become an important amenity in attracting residents.

Will project/activity serve individuals or households?

Individuals Households

Approximately how many will be served? 61 (61 qualify for ARPA funding, but project will give access to 113 households/businesses)

Who will be responsible for managing/overseeing the project? MPW Communications Staff
Tom Lewis - Chief Technician; Erika Cox, Director

Indicate if this proposal is a one-time investment or creates ongoing expenses.

One-time

Ongoing

If ongoing expenses, please describe how future operations will be funded, and capital will become part of MPW's annual operating and capital budget

Ongoing O&M

Requested ARPA funding amount

\$ 100,086

Total cost of the project/activity

\$1,039,481

Attach a detailed budget for the proposed project with a description of each budget item, including administrative costs

Attach a detailed spreadsheet of revenue sources for the proposed project, indicating what has been secured to date and noting any match requirements

Does your organization obtain an annual audited financial statement?

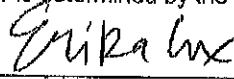
Yes

No

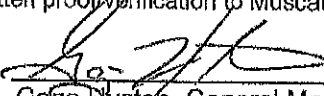
Before submitting an application, please review Application Instructions. Additional information you need to know before applying:

1. If the ARPA grant is combined with another source of federal funding, those federal requirements will be applicable for the entire project
2. Funding may not be used as a match for federal grants
3. Funding cannot be used for existing debt
4. Applications must be submitted by **noon on Thursday, January 13, 2022** to be considered
5. Applicant will be required to obtain a DUNS number and SAM ID prior to receipt of funding
6. Quarterly reporting and monitoring will be required
7. All funding requests will be subject to submission by established deadline

As a condition of submitting this Application, the Applicant hereby certifies that the Category Qualification designation, made herein, is true and accurate, is in compliance with and otherwise qualifies under the federal requirements outlining the use of the American Recovery Act funds. Further, that the Applicant has made all reasonable and necessary inquiries into its qualification as may be required under the law. For purposes of further clarification, the Applicant agrees that Muscatine County has not made any independent review or determination of the designated Category Qualification and is not liable for any designation that later is determined by the federal government not to have qualified.

 1/12/2022
Erika Cox, Director, Customer & Tech. Experience

The undersigned hereby certifies that they have the appropriate corporate or other authority to execute this Application on behalf of the named entity and will, upon request, provide written proof/verification to Muscatine County of their authority.

 1/13/22
Gage Pluston, General Manager

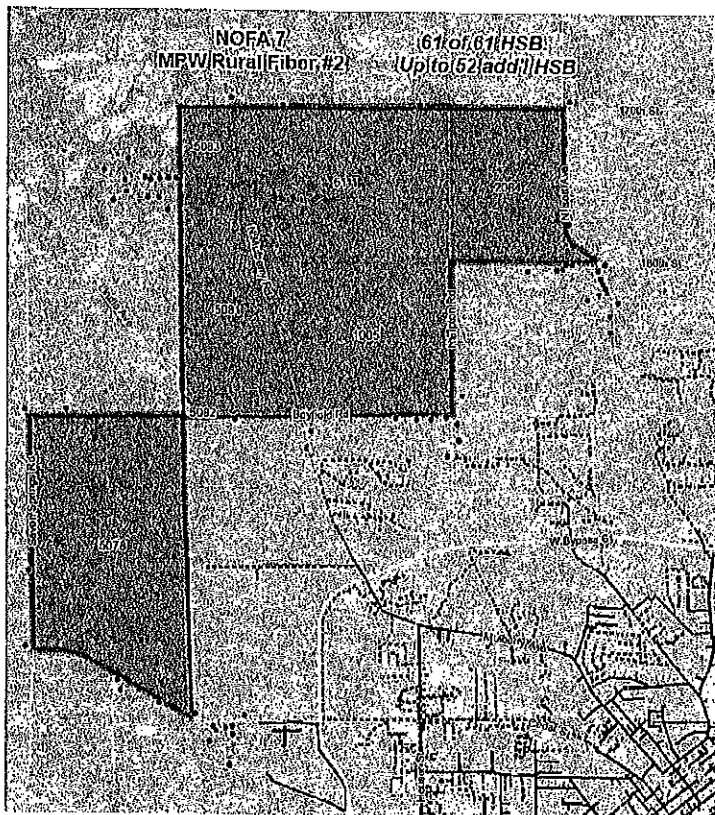
January 13, 2022

Muscatine County Board of Supervisors
Attn: Chairperson Santos Saucedo
414 E. 3rd St.
Muscatine, IA 52761

Dear Chairperson Saucedo:

Please accept this application from MPW for assistance with a fiber buildout tentatively planned for Muscatine County census blocks ending 1005, 2084, 5111, 5078, 5081, 5083. These blocks are shaded in the map below and are classified by the State of Iowa as unserved/underserved from a broadband perspective (i.e. lacking access to Internet service of at least 25Mbps download and 3Mbps upload).

The blocks cover 5.98 square miles and include 61 households, schools, and/or businesses (HSB) to which MPW can extend its fiber internet services. Our estimated project cost is \$1,039,481 and the project would be completed by 9/30/2026. Another 52 HSBs are nearby this area (black dots on map below) and we believe we could do some small extensions out of our Capital Budget to serve these HSBs; this would increase the total possible HSBs with fiber service to 113.



MPW applied for and was successful in receiving a NOFA 7 grant from the State of Iowa to assist with 60% of project costs (60%, up to \$623,688). One of the requirements of the state grant is to provide at least a service level of 100Mbps download and 100Mbps upload, which our new fiber service can easily provide; offering even faster speeds for customers that need it.

Even though the state grant request was approved, MPW is seeking additional support from Muscatine County's ARPA funds to make this project a reality. The primary driver for the additional funding is the high cost to serve rural customers. MPW has demonstrated a commitment to cover its share of costs to serve customers in Muscatine County, beyond our original service territory. MPW recently received state funding through NOFA 6 to serve approximately 280 new customers in several areas along Hwy 22, east of Muscatine. In that case, the combination of customer density, state funding and MPW funding (60% of project costs) made the extension possible without seeking any assistance from the County.

As internet service providers, such as MPW, seek to offer high-speed Internet services into more and more rural areas with less customer density per square mile, the infrastructure build cost per household goes up significantly. As a municipal utility, MPW and its Board have a fiduciary responsibility to our core customer base and have established payback criteria for system expansions to ensure that the expansion benefits all customers over a reasonable period. The NOFA 7 funding alone is, unfortunately, insufficient to achieve a reasonable payback within our Board's expansion policy. Other providers in Muscatine County may be seeking assistance for a similar reason.

MPW requests a small contribution from the County to help MPW achieve its 7-year payback policy for fiber service extensions. A contribution of 9.6% of construction costs (\$100,086) allows us to achieve the acceptable 7-year payback timeline.

The County's support would ensure this project will move forward, providing high-speed, highly-reliable internet service to dozens of additional Muscatine County residents. Through MPW's system expansion plans over the years, MPW already serves hundreds of Muscatine County residents, but many residents in these highly rural areas are still in need of this very important service. Your support can help us reach those residents, providing opportunities for reliable tele-work, tele-schooling, and tele-health services. Being in this industry, we know that high-speed Internet is becoming a necessary amenity and one that is increasingly more important to attracting and retaining citizens, especially in rural communities.

MPW must formally accept or turn down the NOFA 7 grant, so unfortunately, time is of the essence. The initial indication from the OCIO is that grant agreements are to be completed by January 31, 2022. An indication from the Board that there would be some support for the project would enable MPW to proceed with accepting the grant and building the project into our budgets and timelines.

Notice of Funding Availability #007 - Schedule of Important Dates

The timeline for Notice of Funding Availability #007 including steps and dates, are described below (all dates are subject to change):

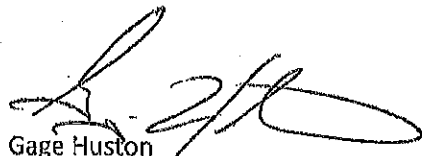
GRANT MILESTONE	DATE
NOFA #007 Pre-Publication Notice	10/11/2021
Pre-Application Conference	10/14/2021, 2:00 PM CDT
Eligible Service Areas Posted Online	10/14/2021
Written Questions Due By	10/22/2021
Responses Posted By	10/28/2021
Application Acceptance Window Opens	10/28/2021
Application Acceptance Window Closed/Applications Due	11/23/2021, 5:00 PM CST
Application Review Ends	12/31/2021
Final Agency Decision(s)/Notice of Intent to Award	1/11/2022
Grant Agreement Negotiations and Execution	1/31/2022

Note: Deployment of 100 Mbps symmetrical broadband service is a specific initiative for Coronavirus State and Local Fiscal Recovery Funds (SLFR) from the American Recovery Plan Act (ARPA). Final rules from the US Treasury:

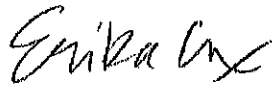
- Continue to encourage recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and cooperatives" (at 298)
- Retain the Interim Rule's requirement that eligible projects be designed to reliably provide at least 100 Mbps symmetrical service
- Require ARPA-funded broadband service providers participate in the FCC's Affordable Connectivity Program. MPW became an authorized provider in May 2021 under the predecessor Emergency Broadband Benefit Program (EBBP) (at 308)

We sincerely appreciate your consideration of this funding request and would welcome any opportunity to present details of the project to the Board or answer any questions you may have about this request.

Sincerely,



Gage Huston
General Manager
Muscatine Power and Water



Erika Cox
Director, Customer & Technology Experience
Muscatine Power and Water

**MPW ARPA Funding Request
MPW Rural Fiber #2 (Bayfield Rd Area)
January 2022**

<u>Conduit</u>		
	Quantity	Total Cost
Conduit	58,421	\$50,884.69
Vaults	57	\$10,692.50
Vault Insall		\$25,190.00
Markers		\$3,963.96
		\$90,731.15
7% tax		<u>\$6,351.18</u>
		<u>\$97,082.33</u>

<u>Fiber</u>		
	Quantity	Total Cost
Fiber	64,691	\$25,229.49
Pull through	58,810	\$80,863.75
Splicing	302	\$9,921.14
Enclosures	41	\$4,639.80
drop fiber	16,775	\$4,143.43
drop pull	275	<u>\$151.25</u>
		\$124,948.86
7% tax		<u>\$8,746.42</u>
		<u>\$133,695.28</u>

<u>Engineering</u>		Total Cost
OSP		\$22,000.00
Design		\$22,000.00
Const Mng		\$22,000.00
		\$66,000.00
7% tax		<u>\$4,620.00</u>
		<u>\$70,620.00</u>

<u>Boring</u>		
	Quantity	Total Cost
Directional	53,110	\$584,210.00
		\$584,210.00
7% tax		<u>\$40,894.70</u>
		<u>\$625,104.70</u>

<u>Knifing</u>		
	Quantity	Total Cost
Drop bury	15,250	\$25,162.50
		\$25,162.50
7% tax		<u>\$1,761.38</u>
		<u>\$26,923.88</u>

<u>Trenching</u>		
	Quantity	Total Cost
Drop bores	380	\$3,135.00
		\$3,135.00
7% tax		<u>\$219.45</u>
		<u>\$3,354.45</u>

<u>Customer Premise</u>		
	Quantity	Total Cost
Fiber bullets	61	\$2,677.17
NID's	61	\$2,413.10
ONT's	61	\$5,868.20
CAT6 cabling	6,100	\$1,665.30
CAT6 connectors	122	\$60.27
Labor	61	<u>\$3,649.57</u>
		\$16,333.60
7% tax		<u>\$1,143.35</u>
		<u>\$17,476.96</u>

<u>Optical Equipment</u>		
	Quantity	Total Cost
XGS PON Card & SPP's	2	\$60,956.90
		\$60,956.90
7% tax		<u>\$4,266.98</u>
		<u>\$65,223.88</u>

EXHIBIT B

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.
- (c) Any event that materially impacts the Grantee's Project and any term or condition contained herein.

On Demand Reporting

The Grantee shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Payment/Reimbursement Reporting

- (a) Payment/Reimbursement Reporting. Subject to the terms of the Agreement, the Grantee shall provide payment/reimbursement reports to the County each time the grantee incurs and then pays for costs and expenses, but no more frequently than once per month. Such reports shall be delivered to the County not later than the fifteenth (15) day following the month the expenses were incurred and paid and shall contain:
 - a. The status of each Project (not started, completed less than 50%, completed 50% or more, completed)
 - b. The amount of each Grant spent on the applicable Project and contained in the Reimbursement request;
 - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
 - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
 - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti-discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
 - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)

- (b) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the payment by the Grantee of such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

April 20, 2026
Agenda Packet
Item #4

- HRDP Grant Application

NOT SUBMITTED

Reviewers cannot see your material until you submit your application. Once you have finished the last step, you will receive a confirmation message and ID number.

State Historical Society of Iowa

Historical Resource Development Program (HRDP) and Country School Grant Program - FY2027

Muscatine County Historical Preservation Commission / Lynn Pruitt

606 Broadway Street

Nichols, IA 52766, United States

5632600234

pruitt.lynn@gmail.com

Forms Edit

HRDP Applicant Information

* indicates a required field

Enter the contact information for the eligible entity submitting the proposal.

1. Applicant Name

This is the name of the entity or individual that is requesting a grant. If a grant is awarded, it will be awarded to the entity named here.

Muscatine County Historic Preservation Commission

2. Applicant Type

Specify the type of applicant. This information is used to determine the required match ratio.

Unit of government

2.1. Certified Local Government Verification

If applying in the Historic Preservation category, attach verification that the city or county participates in the Certified Local Government program and is determined to be in good standing by the State Historic Preservation Office. CLG cities, counties and land use districts must be current in their submission of Iowa CLG Annual Report forms to be considered in good standing. Please contact Allison Archambo at 515-281-6826 or allison.archambo@iowa.gov for verification that your CLG is current with report submissions before applying to the Historic Resource Development Grant Program. You do not need to attach CLG Verification if you are applying in the Documentary Collections or Museums categories.

[2025 CLG in good standing_Muscatine County.pdf](#)

3. Federal Employer ID # (##-#####)

42-6005009

4. Applicant Mailing Address

This is the address where the applicant receives mail and to where grant funds will be mailed. If the applicant is an organization, government unit, or business, this should be that entity's mailing address, not the project officer's or grant writer's mailing address.

Muscatine County Administrative Office, 414 E. Third St. Suite 101

5. Applicant City

Muscatine

6. Applicant State (XX)

IA

7. Applicant Zip Code (#####)

52761

8. Applicant Phone

(563) 299-2173

9. Project County

Select the county where the project will take place. If the project is not county-focused, select Statewide.

Muscatine

10. Project County 2 (if applicable)

If the project takes place in more than one county, select the second county here.

11. United States Congressional District

Enter the numeric U.S. Congressional District of the project's primary location. To find the U.S. Congressional District, visit [Find Your Legislator](#). Enter the project address, city, or zip. The U.S. Representative can be found under "Other Elected Officials."

2

12. Iowa Senate District

Enter the numeric Iowa Senate District of the project's primary location. To find the Iowa Senate District, visit [Find Your Legislator](#). Enter the project address, city, or zip for an exact match.

46

13. Iowa House District

Enter the numeric Iowa House District of the project's primary location. To find the Iowa House District, visit [Find Your Legislator](#). Enter the project address, city, or zip for an exact match.

HRDP Applicant Profile

* indicates a required field

1. Mission Statement

If applying as a government or non-profit organization, please enter the current mission statement. If you are applying as an individual or as a for-profit organization, please include a statement that speaks to your mission related to the historical resource that is the subject of this application.

Promote the educational, cultural, economic, and general welfare of the public through the recognition, enhancement, and perpetuation of sites of historical and cultural significance.

Safeguard and promote the use of the County's historic, aesthetic, and cultural heritage by preserving sites of historic and cultural significance, which will stabilize and improve property values, and foster pride in the legacy of beauty and achievements of the past.

2. Applicant Profile

Describe how the applicant fulfills its mission and serves its target population through the programming or services it provides as well as the strategic priorities it has identified, including reference to relevant notable achievements.

The final stages of the 2024 Survey of Historic Transportation Development concluded with the installation of 26 historical site signs. We continue to distribute the final report in book form and have updated the County's Geographic Information map to include all significant transportation landmarks. The Fruit & Vegetable Industry Survey was completed in September 2025, this survey has already seen 20 copies of its final report distributed in book form . We are currently evaluating 20 sites for commemorative signage, with installation scheduled for Spring 2026.

In collaboration with the City HPC, we completed a survey of the Underground Railroad in the City and County of Muscatine in 2025. The Commission is currently pursuing the 2026 goal of listing six identified locations on the National Underground Railroad Network to Freedom.

Community Collaboration: We were proud to assist the City HPC in successfully hosting the 2025 Preserve Iowa Summit in Muscatine.

We remain committed to public outreach by producing and distributing educational brochures to local historical groups. The Commission staff an information booth at the Bald Eagle Watch at Riverside Park and the Muscatine County Fair.

The commission participation in the 2025 Preserve Iowa Summit.

We continue to foster strong partnerships with the Wilton Historic Preservation Commission, the West Liberty Heritage Foundation, the Friends of the Fairport Fish Hatchery, and the Muscatine Genealogy Society.

HRDP Project Information

* indicates a required field

1. Project Title

Provide a brief project title. Titles should be concise and informative, rather than clever or creative.

Mississippi Courts Cabins and Supper Club Historic District NRHP Nomination

2. Project Summary

Summarize the project for which you are requesting funds, including the primary use of requested funds, primary goals of the project and the desired impact that the project will have on the community and the State of Iowa. If the project is awarded a grant, this will be used for reports and press releases.

Mississippi Courts Tourist Cabins/Supper Club, 3149 Highway 22, east of Muscatine (SE SW Section 27). ISIF #70-0018146. Tourist cabins and roadhouse serving travelers on U.S. Highway 61/State Highway 22 East. The property includes a 1910 bungalow, eight tourist cabins built in 1936, and a two-bedroom cabin built in 1938. The tourist camp and supper club is associated with the early to mid-twentieth century development of commercial roadside businesses catering to motorists on this busy highway. Recognizing this historic facility as a historic district will help preserve this piece of transportation history in Muscatine County. The HRDP grant will be used to fund the services of a historic consultant to direct the nomination.

Primary Contact Information

* indicates a required field

Enter the contact information for the individual responsible for submitting and responding to questions regarding the application.

1. Primary Contact First Name

Lynn

2. Primary Contact Last Name

Pruitt

3. Primary Contact Title

Commission Vice Chair

4. Primary Contact Organization

Muscatine County Historic Preservation Commission

5. Primary Contact Address

Muscatine County Administrative Office, 414 E. Third St. Suite 101

6. Primary Contact City

Muscatine

7. Primary Contact State (XX)

IA

8. Primary Contact Zip Code (#####)

52761

9. Primary Contact Phone

(563) 260-0234

10. Primary Contact Email

pruitt.lynn@gmail.com

Authorized Official Contact Information

* indicates a required field

Enter the contact information for the individual with legal authority to sign the grant contract on behalf of the applicant. This may be the mayor, city manager, county supervisor, individual applicant, chair of the board, board president, business owner, to give some examples.

1. Authorized Official First Name

Danny

2. Authorized Official Last Name

Chick

3. Authorized Official Title

Chair, Board of Supervisors

4. Authorized Official Organization

Muscatine County

5. Authorized Official Address

Muscatine County Administrative Office, 414 E. Third St. Suite 101

6. Authorized Official City

Muscatine

7. Authorized Official State (XX)

IA

8. Authorized Official Zip Code (#####)

52761

9. Authorized Official Phone

(563) 506-6882

10. Authorized Official Email

danny.chick@muscatinecountyiowa.gov

HRDP Ownership

* indicates a required field

1. Does the applicant own the historical resource?

The applicant is not required to be the owner of the historical resource. However, the owner of the resource must provide their consent to the grant application.

No

1.1. Ownership Form

Please download and complete the [Ownership Form](#), have the owner sign it, and attach it to your application.

Download Instructions:

- 1) Click the link above for your project.
- 2) When the next screen opens, click the download button at the top (down arrow with underline).
- 3) Open downloaded document and **save to your desktop** (click disk shape at top right).
- 4) Open the saved document from your desktop and fill in the blanks on the form.
- 5) Save the document and attach it to the application.

[Ownweship Cert. for Mississippi Courts.pdf](#)

HRDP Grant Program Category

* indicates a required field

1.

Select the Historical Resource Development Category for which you are applying.

Historic Preservation

1.1. Please select the type(s) of property or activity involved in the project.

a property or district that has an opinion of eligibility for listing on the National Register of Historic Places from the State Historic Preservation Office (emergency or nomination projects only)

1.2.

If you selected National Historic Landmark, a property individually listed on the National Register of Historic Places, or a contributing resource in a Historic District, or a property or district that has an opinion of eligibility, please attach verification of this status here.

For a National Register of Historic Places nominated property or district, please attach the approved National Register nomination form. Digital versions of many National Register nominations are available at npgallery.nps.gov/nrhp.

For the properties or districts that have an opinion of eligibility, please attach a reviewed Iowa Site Inventory Form.

[Mississippi Courts ISIF-compressed.pdf](#)

1.3. Property Name

Provide the current name of the property.

Jeanie R. Mcglothlen Private Residence

1.4. Historic Name of Property (if applicable)

Provide the historic name, if it is known and is different than the current name.

Mississippi Courts Tourist Camp and Supper Club

1.5. Name of Historic District (if applicable)

Enter the name of the historic district the property is located in.

1.6. Property Address

Provide the address where the property is located.

3149 Highway 22

1.7. Property City

Provide the city where the property is located.

Muscatine

1.8. Property County

Provide the county where the property is located.

Muscatine

HRDP Public Access

* indicates a required field

1. Does the public have access to the historical resource?

No

1.1.

How do you plan to make the historical resource accessible to the public to meet the program guidelines?

Although the Mississippi Courts Tourist Camp and Supper Club is privately owned and not generally open to the public, the property is highly visible from State Highway 22 and the public right-of-way, allowing visitors to view the historic buildings and their setting. The Muscatine County Historic Preservation Commission has already installed interpretive signage at the site as part of its countywide historic resource survey program, providing publicly accessible information about the history.

1.2.

Is there a reason that the historical resource cannot be made accessible to the public? Please explain.

The property owner has expressed interest in restoring one of the tourist cabins for interpretive purposes. If the project is completed and the property is listed in the National Register, the owner intends to make the restored cabin available for public viewing by appointment and during occasional special events or tours.

HRDP Project Description

* indicates a required field

1. Specifically identify the historical resource and state its significance.

Prepare a detailed description of the historical resource. Identify the historical resource(s). What is it? Explain why the resource has value to Iowa history and Iowans. Does it have international, national, statewide, or local significance? Does it relate to international, national, statewide, or local issues? What makes this resource unique?

The historical resource is the Mississippi Courts Tourist Camp and Supper Club, located at 3149 Highway 22 east of Muscatine in Sweetland Township, Muscatine County. The property consists of a c.1910 bungalow that later served as a roadhouse, café, and filling station; eight one-room tourist cabins built in 1936; a larger two-bedroom cabin built in 1938; and their associated setting built into the bluff overlooking the Mississippi River and the former route of U.S. Highway 61. Mississippi Courts was established in 1936 by Charles and Ina Mae Thayer as a tourist camp serving motorists traveling between Muscatine and Davenport. The property offered overnight lodging, meals, gasoline, and later entertainment and dining as the Mississippi Courts Supper Club. Between 1936 and 1955, it evolved from a roadside tourist court into one of the best-known supper clubs in the Muscatine area.

Under National Register criteria, the property is potentially significant at the local level in the area of Commerce. Mississippi Courts is important because it reflects the development of roadside businesses in Muscatine County along U.S. Highway 61, one of the county's principal transportation corridors. The property illustrates how improved roads and automobile travel reshaped the local economy by creating businesses that catered to motorists through lodging, food service, fuel sales, and entertainment. It is also associated with the growth of Muscatine County's tourism and recreational economy during the midtwentieth century. The property relates to larger national and statewide

patterns in the rise of automobile travel and roadside commerce, but its significance derives from the role it played within Muscatine County. Mississippi Courts served both travelers and local residents and became one of the best-known roadside establishments east of Muscatine during the 1940s and 1950s. As the Mississippi Courts Supper Club, it functioned as a local social and entertainment center in addition to serving motorists traveling along U.S. Highway 61.

The nomination also will evaluate whether the property may be additionally eligible under Criterion C as a rare and intact example of a roadside tourist court property type. The combination of the roadhouse and filling station, nine tourist cabins, and their distinctive arrangement on the bluff overlooking the Mississippi River may represent one of the best-preserved tourist court complexes remaining in Muscatine County and possibly eastern Iowa.

Mississippi Courts is distinctive because it retains nearly the entire historic complex associated with its period of significance. The property still includes the original bungalow adapted as a roadhouse and filling station, the tourist cabins, and the historic arrangement of the buildings on the bluff overlooking the river corridor. Few roadside properties in Muscatine County survive with this degree of integrity or so clearly illustrate the transition from tourist camp to supper club. The property therefore has value to local history and to Iowans as an unusually intact example of the roadside businesses that once lined Iowa's highways.

2. Provide an overview of the activities you will complete.

What will you do and how will it be done? Which professional standards will be followed to complete this project? How will you apply the professional standards? How are these activities relevant to your mission? Identify project partners and their responsibilities.

The project is the preparation of a National Register of Historic Places nomination for the Mississippi Courts Tourist Camp and Supper Club, an exceptionally intact roadside commercial property associated with the development of U.S. Highway 61 in Muscatine County, located at 3149 Highway 22 east of Muscatine. The property was documented as a significant transportation-related resource during the CLG Grant-funded Survey of Historic Transportation Development in Muscatine County in 2023. The property appears individually eligible as a historic district under Criterion A in the area of Commerce for its association with the development of roadside businesses, tourist courts, filling stations, roadhouses, and supper clubs along U.S. Highway 61 between 1936 and 1955.

The property includes the c.1910 bungalow/roadhouse/filling station, eight 1936 tourist cabins, a 1938 larger cabin, and the associated landscape setting overlooking the Mississippi River corridor. The nomination will build upon the

existing Iowa Site Inventory Form, while expanding the historic context, refining significance, documenting integrity, and evaluating whether the property may also be significant under Criterion C as an increasingly rare and intact tourist court property type.

The project will be completed in four phases. First, the consultant will conduct additional archival research using newspapers, county records, highway plans, maps, aerial photographs, postcards, and comparative studies of other tourist courts and roadside businesses in Iowa. Research will further document the development of the property and its role in Muscatine County's transportation and tourism history. Second, the consultant will conduct a site visit to photograph and document the buildings, landscape, and contributing resources and to verify existing conditions and integrity. Third, the consultant will prepare a draft National Register nomination, including the property description, statement of significance, historic context, integrity analysis, boundary justification, maps, photographs, and bibliography. Finally, the consultant will revise the nomination following review and comment by the Muscatine County Historic Preservation Commission, Iowa State Historic Preservation Office (SHPO), and State Nominations Review Committee (SNRC).

Consultant services are necessary because the project requires specialized knowledge of National Register criteria, historic context development, integrity analysis, and Iowa SHPO documentation requirements. The consultant meets the Secretary of the Interior's Professional Qualifications Standards for History and

Architectural History and has extensive experience preparing National Register nominations and CLG funded preservation projects in Iowa and Muscatine County.

The project will follow the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, National Register Bulletin guidance, and Iowa SHPO requirements for National Register nominations. Research and evaluation will follow National Register criteria for significance and integrity and will identify contributing and noncontributing resources, historic boundaries, and the appropriate level of significance. Photography, mapping, and documentation will conform to Iowa SHPO and National Park Service standards. These activities are directly relevant to the mission of the Muscatine County Historic Preservation

Commission to identify, document, preserve, and interpret historic resources associated with Muscatine County history. The project builds upon the Commission's recent CLG-funded survey of transportation related historic resources and advances its goal of recognizing and preserving significant roadside and transportation-related properties.

Project partners include the Muscatine County Historic Preservation Commission, which will administer the grant, oversee the project, review draft

materials, and provide public access to the completed nomination; the property owner, who will provide access to the site and review the nomination; the consultant, who will complete all research, fieldwork, and nomination preparation; and Iowa SHPO, which will review the nomination and provide comments prior to consideration by the State Nominations Review Committee.

Grant funds would support historical research, a site visit and field documentation, preparation of the National Register nomination, maps and photographs, and revisions following review by the Muscatine County Historic Preservation Commission, Iowa SHPO, and SNRC. The resulting nomination would provide formal recognition of the significance of the property and support its long-term preservation and potential availability as a heritage tourism destination and local educational resource.

3. How will the proposed activities assist the historical resource?

Explain why this project is needed. Is the resource threatened? How will this project help preserve, conserve, interpret, enhance or educate the public about this resource? Why is this the right thing to do? How will you measure if this project is successful?

The Mississippi Courts Tourist Camp and Supper Club is one of the most intact surviving tourist court properties in Iowa, retaining its original roadhouse, filling station, nine tourist cabins, and historic setting along the former U.S. Highway 61 corridor. Although the property survives with good integrity, it is vulnerable because it has never been formally documented or recognized through the National Register of Historic Places. Without a National Register nomination, the property's significance may remain unknown to future owners, local officials, and the public, increasing the risk of inappropriate alterations, deferred maintenance, or eventual loss.

This project is needed to provide thorough documentation and formal recognition of the property before additional changes occur. The nomination will establish the property's significance under National Register criteria, define its contributing resources and historic boundaries, and create a permanent record of its history and physical character. The project will document not only the buildings themselves, but also the broader history of automobile travel, roadside commerce, tourism, and supper clubs in Muscatine County and Iowa. The proposed activities will directly assist the resource by providing the information needed for future preservation and interpretation. National Register listing may make the property eligible for additional preservation incentives and grants and can guide future rehabilitation work so that the character-defining features of the tourist cabins, roadhouse, and landscape are retained. The nomination will also help the owner and community better understand which

features contribute to the significance of the property and should be preserved. The project will further assist the resource by increasing public awareness. The completed nomination will include a detailed history, photographs, maps, and documentation that can be used in local interpretation, educational programs, and heritage tourism efforts. Because Mississippi Courts represents a rare and endangered type of roadside property in Iowa, documenting it now is the right thing to do before more of these resources disappear.

The project will be considered successful if a complete National Register nomination is prepared and accepted by the Iowa State Historic Preservation Office for consideration by the State Nominations Review Committee and formal listing on the National Register of Historic Places. Success will also be measured by whether the project results in increased public awareness of the property, provides a permanent historical record, and creates a foundation for future preservation and interpretation.

4.

How will the project impact the local community? Describe the public value of the proposed project to Iowans.

Explain why this project has public value. Does the project address a need in the community or a goal for your organization? What will be the impact on the local community and to the state of Iowa? How will you share the completed project or provide public access to the resulting project activity? Will the resource and project be shared beyond the project site, such as online? How will you sustain the project and public access in the future? Explain why the proposed project merits investment from the State.

The project has public value because it will preserve and share an important but underrepresented aspect of Iowa history. Mississippi Courts is significant not only to Muscatine County, but to the history of roadside tourism, automobile travel, and commercial development throughout Iowa. The property illustrates how the growth of U.S. Highway 61 transformed the Mississippi River corridor through the creation of tourist cabins, filling stations, roadhouses, and supper clubs serving travelers.

The project supports an existing goal of the Muscatine County Historic Preservation Commission to identify and preserve historic resources associated with transportation and tourism. The Mississippi Courts property was identified as potentially eligible through the recent countywide Survey of Historic Transportation Development (2023 CLG Grant-funded project), and this nomination is the next logical step in that effort. Completing the nomination will build on previous public investment in historic resource surveys and ensure that the information gathered through those projects is made available to the public.

The completed nomination will benefit the local community by increasing awareness of Muscatine County's roadside heritage and by encouraging preservation of the property. National Register recognition may support heritage tourism, strengthen community pride, and encourage interest in other historic roadside properties along the Mississippi River corridor. Because relatively few tourist courts survive in Iowa, the nomination may also serve as a model for other communities seeking to document similar resources.

The project will be shared beyond the property site. The final nomination will become part of the public record through the Iowa State Historic Preservation Office and the National Park Service. Copies will be provided to the Muscatine County Historic Preservation Commission and the property owner, and the Commission intends to make the information available through its files and online platforms. The research and photographs may also be shared through local presentations, educational programming, newspaper articles, or social media. As a result, the project will reach audiences beyond Muscatine County and contribute to a broader understanding of Iowa's transportation and tourism history.

The public benefits of the project will continue long after the grant period ends. The National Register documentation will remain permanently accessible through the Iowa SHPO and National Park Service records and may support future interpretation, preservation planning, grant applications, and rehabilitation efforts. Investment by the State is warranted because this project will preserve and share a rare historic resource whose significance extends beyond the local community to the history of Iowa as a whole.

HRDP Project Scope of Work

* indicates a required field

This section will allow you to provide a step-by-step description of how the project will be carried out. The scope of work must clearly relate to the major work items provided in the budget as line items. Please identify each work item; provide an estimate of how much time each project element will take; and provide action steps needed to complete each work item.

1. Scope of Work

Identify each project element and timeline in the table below. Detailed explanations of the action steps needed to complete each project element will go in the text box below.

Work Item	Timeline
Kick-off call with consultant, project director, and SHPO	July–September 2026
Review existing materials, conduct additional historical research, complete site visit and photography	July–September 2026
Prepare draft National Register nomination and supporting documentation	October–November 2026
Submit first draft nomination to Iowa SHPO by the consideration date for the June 11, 2027 State Nominations Review Committee meeting	December 7, 2026
Revise nomination in response to SHPO comments by March deadline	December 2026–March 2027
Submit revised draft nomination to Iowa SHPO for the June 11, 2027 State Nominations Review Committee meeting	March 31, 2027
State Nominations Review Committee meeting	June 11, 2027
Revise nomination in response to State Nominations Review Committee comments	June–July 2027
Submit final nomination to Iowa SHPO for transmittal to the National Park Service	July 27, 2027

2. Action Steps

Please provide detailed action steps for each work item identified above. Label each action step with the appropriate work item. Identify what you will do, how it will be done, and how you will apply required professional standards.

Task 1. Project Initiation and Existing Documentation Review: Review the existing Iowa Site Inventory Form, previous survey materials, county assessor information, aerial imagery, historic maps, historic highway plans, and previous research already completed for the property. Establish preliminary National Register boundaries, contributing/noncontributing resources, and areas of significance.

Task 2. Additional Historical Research: Conduct additional research needed for a complete National Register nomination. Research will focus on: a) Development of U.S. Highway 61 and roadside commerce in Muscatine County; b) Tourist courts and cabin camps in Iowa and along the Mississippi River corridor; c)

The transition from tourist camp to supper club and café; d) Property ownership and operation under the Thayers, Banes, Fords, Liebbes, Fays, Helmichs, and later owners; e) Newspaper advertisements, promotional materials, postcards, plat maps, aerial photographs, and highway records; f) Comparative analysis with other surviving tourist courts and roadside properties in Iowa; and g) Investigation of potential Criterion C significance as an intact tourist court property type. Research will primarily use local newspaper collections, county records, Iowa DOT records, historical atlases, Sanborn-type mapping where available, and secondary sources on roadside architecture and automobile tourism.

Task 3. Site Visit and Photography: Conduct one site visit to photograph the property and verify existing conditions, integrity, contributing resources, and boundary lines. Additional photographs will be taken as required for the nomination and photo log.

Task 4. Preparation of National Register Nomination: Prepare a complete National Register nomination form and attachments, including: a) Description of all resources; b) Statement of significance; c) Historic context narrative; d) Integrity analysis; e) Contributing/noncontributing resource list; f) Boundary description and justification; g) Maps, site plan, and photo key; and h) Bibliography and list of figures. The nomination will be prepared for submission to the Iowa State Historic Preservation Office by the consideration deadline (December 7, 2027) for the June 2027 State Nominations Review Committee Meeting (SNRC).

Task 5. Review and Revision: Revise the nomination following one round of review comments from the MCHPC and up to two rounds of comments from the Iowa SHPO. Present to the SNRC, revise nomination post-SNRC, and submit to SHPO for transmittal to the National Park Service by the July 2027 deadline.

HRDP Budget

* indicates a required field

Provide a detailed budget by categories of expenditures. Your expenses should be divided by category: Consultants, Contractors, Personnel, Materials/Supplies, Equipment, and Other. In the HRDP Grant Request section, list the amount of grant dollars you are requesting for each budget item. In the Cash Match section, list how much cash the applicant will provide for each budget item. In the In-Kind Match section, list the value of any donated services for each budget item.

1. Consultants

Expense Description	HRDP Grant Request	Cash Match	In-Kind Match	Total
Consultant	3700	2600	0	6300

2. Contractors**3. Personnel**

Expense Description	HRDP Grant Request	Cash Match	In-Kind Match	Total
Project Director	0	0	719	719
Secretary	0	60	0	60
Administrator	0	180	0	180

4. Materials/Supplies

5. Equipment

6. Other Expenses

Expense Description	HRDP Grant Request	Cash Match	In-Kind Match	Total
Travel	0	78		78
Printing	0	150		150

7. Totals

Grant Request Total	Cash Match Total	In-Kind Match Total	Total Project Cost
3700	3068	719	7487

8. Budget Explanation

Summarize the project budget, including: An explanation of the intended use of funds and how each budget item connects to the scope of work; how each budget line item was calculated; sources of applicant cash match and/or in-kind match; and any additional sources of project revenue leveraged by requested funds. If you have received estimates from contractors or vendors, please attach this supporting documentation in the "Portfolio" section of the application.

Requested grant funds will support consultant services necessary to complete the National Register of Historic Places nomination for the Mississippi Courts Tourist Camp and Supper Club. Consultant costs are based on the estimated time required to complete the scope of work, including additional archival

research, site visit and field documentation, photography, preparation of the nomination, maps and photo key, and revisions following reviews by the Muscatine County Historic Preservation Commission, Iowa SHPO, and the State Nominations Review Committee.

Professional services are estimated at 70 hours at \$90 per hour, for a total of \$6,300. The hours include research, fieldwork, preparation of the nomination narrative and supporting materials, and revisions. Travel costs are based on two round trips between Coralville and Muscatine, approximately 200 miles total, reimbursed at the CLG mileage rate of \$0.39 per mile, for a total of \$78. A lump sum of \$150 is included for printing, photocopying, postage, binding of two final nomination copies for the Muscatine County Historic Preservation Commission, and other incidental materials necessary to complete and submit the project.

In-kind services provided by local Historic Preservation Commission are included as 24 hours for the Project Director at \$29.96/hour totaling \$719. Muscatine County staff is included as 4 hours for Secretary at \$15/hour totaling \$60 and 4 hours for Administrator at \$45/hour totaling \$180. These services include grant administration, coordination with the consultant and property owner, review of draft materials, preparation of required grant documentation, and public access to the completed nomination.

The local cash match of \$3,068 will be provided from Muscatine County Historic Preservation allocated funds provided by the Muscatine County Board of Supervisors. No additional project revenue sources are anticipated.

HRDP Professional Involvement

* indicates a required field

Every project in the Historic Preservation or Country School-Historic Preservation category must involve a trained professional in a discipline appropriate to the project scope. If applying in this category, enter the contact information, a letter of commitment and credentials for the professional involved in the project.

1. Is this an application in the Historic Preservation category?

This applies to both regular HRDP and Country School grant programs.

Yes

1.1. Professional First Name

Jennifer

1.2. Professional Last Name

Price

1.3. Professional Title

Historic Preservation Consultant

1.4. Professional Organization or Business Name

Price Preservation Research

1.5. Professional Address

P.O. Box 5201

1.6. Professional City

Coralville

1.7. Professional State (XX)

IA

1.8. Professional Zip Code

52241

1.9. Professional Phone

(319) 594-9513

1.10. Professional Email

jenniferprice1311@icloud.com

1.11. Professional Involvement Letter of Commitment

Attach a letter verifying the involvement of the identified professional in the project

[Letter of Commitment-Price Preservation Research.pdf](#)

1.12. Professional Involvement Credentials

Attach a document demonstrating the credentials of the identified professional for the project. This should document the knowledge and expertise the identified professional has with historic preservation projects.

[Professional Credentials-Jennifer Price.pdf](#)

Minority Impact Statement

* indicates a required field

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, grant applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

1.

Please choose the statement that pertains to this grant application. Complete all the information requested for the chosen statement.

The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons.

1.1. Present the rationale for determining no impact .

The proposed National Register of Historic Places nomination will be prominently displayed for all to view from public access.

2. Certification

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

MEDIA Edit



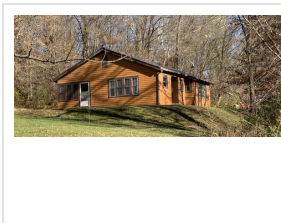
Postcard view north of Mississippi Courts Tourist Camp on Highway 61, c.1939,

Photo courtesy of Jeanie Shelangoski, Muscatine, Iowa.



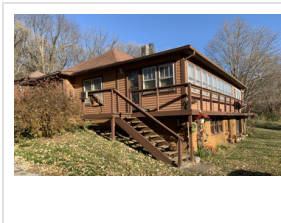
Mississippi Courts Site plan

Base Map: Beacon/Muscatine Area Geographic Information Consortium (MAGIC)/ 2019 Imagery



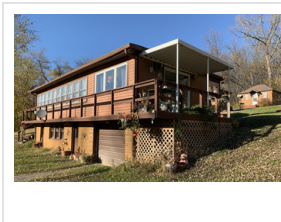
Miss. Courts East House

Photo by Lynn Pruitt, Commissioner



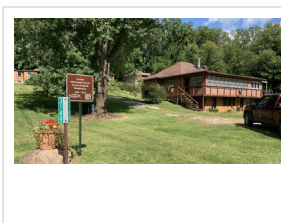
Miss. Courts Supper Club looking E

Photo by Lynn Pruitt, Commissioner



Miss. Courts Supper Club looking W

Photo by Lynn Pruitt, Commissioner



Miss. Courts Supper Club with signage

Photo by Lynn Pruitt, Commissioner



Miss. Courts Tourist Cabins 1

Photo by Lynn Pruitt, Commissioner



Miss. Courts Tourist Cabins 2

Photo by Lynn Pruitt, Commissioner



Miss. Courts Tourist Cabins 3

Photo by Lynn Pruitt, Commissioner

April 20, 2026
Agenda Packet
Item #5

- 5b - Application for Muscatine County Zoning Board of Adjustment

APPLICATION FOR MUSCATINE COUNTY ZONING BOARD OF ADJUSTMENT

NAME: Ashley Spittler

ADDRESS: 2798 Deer Crk Muscatine IA 52761 United States

PHONE NUMBER: (636) 262-1463 E-MAIL ADDRESS: ashspittler@protonmail.com DATE: April 8, 2026

APPLICANT FOR: Muscatine County Zoning Board of Adjustment

Place of employment (and/or activities such as hobbies, volunteer work, etc., that you feel may qualify you for the position):

I am a work from home mom. For the past thirteen years, I have homeschooled our children. In addition, to maintaining our home, I have served on various committees and boards over the years. I believe that I have a sound mind to assess the needs of our great community, and allow my decisions to balance the needs of the community with the rights of the citizens.

The following questions will assist the Board of Supervisors in its selection; however, it is **not** necessary to complete this information to be eligible for consideration.

• How much time will you be devoting to this committee? I intend to attend ever board meeting that is physically possible.
Prior to each meeting I will review the agenda items in detail, and come prepared to listen and determine accordingly.

• Reason for applying? Communities function well when citizens are active participants. This is an opportunity for me to be an active, not passive, participant.

• Contributions you feel you can make to the Board/Commission: Unlike many, I tend to not think with emotion, but rather logic.

• Direction/role you perceive of this Board/Commission: _____

In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

2020-2024 Scholé Quad Cities, founding board member/secretary

RETURN COMPLETED APPLICATION TO:
MUSCATINE COUNTY ADMINISTRATION OFFICE
414 E THIRD STREET, SUITE 101
MUSCATINE, IOWA 52761-4142
Or email administration@muscatinecountyiowa.gov

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR

April 20, 2026
Agenda Packet
Item #6

- 2027 Request for Two Cab and Chassis 4-20-26



2027 Dump Truck Cab and Chassis Quotes

Nextran Truck Centers - Mediapolis, IA 2027 Mack Granite 64 BR	
Price Per Unit	\$166,197.00
Number of Units	2
Total Price	\$332,394.00

Recommended Purchase – Nextran Truck Centers

Potential Trades	
Unit #8 -2017 Mack Granite	
Unit #10 -2017 Mack Granite	

April 20, 2026
Agenda Packet
Item #8

- Board of Supervisors Minutes 4-13-26

Muscatine County Board of Supervisors
Monday, April 13, 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 Sauer, the Board approved claims dated April 13, 2026, in the amount of \$3,121,157.80. Ayes: All.

A Public Hearing was called to order by Chairperson Chick at 9:01 A.M. on the proposed FY26/27 Muscatine County Budget. Administration and Finance Director Kala Naber reviewed the revenues and expenditures for the proposed FY26/27 Muscatine County Budget. No one from the public spoke. On a motion by Mather, second by Sorensen, the Board moved to close the Public Hearing at 9:07 A.M. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Mather, the Board approved Resolution #04-13-26-01 Approval of Elected Officials Fiscal Year 26/27 Salaries. Roll call vote: Ayes: All.

RESOLUTION #04-13-26-01
APPROVAL OF ELECTED OFFICIALS FISCAL YEAR 26/27 SALARIES

WHEREAS, the Muscatine County Board of Supervisors voted to take no action to reestablish the dissolved Muscatine County Compensation Board, duties and responsibilities were transferred to the Muscatine County Board of Supervisors on December 16, 2024, in accordance with Iowa Code Chapters 331.905 and 331.907; and

WHEREAS, the Muscatine County Board of Supervisors met on January 26, 2026 and discussed the salaries for elected officials for the fiscal year beginning July 1, 2026.

THEREFORE, BE IT RESOLVED that the Muscatine County Board of Supervisors approves the following salary adjustments for the following elected officials for the fiscal year beginning July 1, 2026:

<u>Elected Official</u>	<u>FY25/26 Current Salary</u>	<u>Approved Increase</u>	<u>FY26/27 Approved Salary</u>
Auditor	\$89,189	3.0%	\$91,865
County Attorney	\$165,481	3.0%	\$170,445
Recorder	\$88,758	3.0%	\$91,421
Sheriff	\$141,286	6.5%	\$150,470
Supervisors	\$31,785*	3.0%	\$32,739*
Treasurer	\$89,189	3.0%	\$91,865

* Plus \$2,500 for Board Chair and \$1,500 for Vice-Chair.

PASSED and APPROVED this 13th day of April, 2026.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Danny Chick, Chairperson
Muscatine County Board of Supervisors

On a motion by Sauer, second by Sorensen, the Board approved Resolution #04-13-26-02 Adopting the Fiscal Year 26/27 County Budget. Roll call vote: Ayes: All.

**RESOLUTION #04-13-26-02
ADOPTING THE FISCAL YEAR 2026/27 COUNTY BUDGET**

WHEREAS, the Muscatine County Board of Supervisors conducted a public hearing on April 13, 2026, where citizens of Muscatine County were invited to comment on the Fiscal Year 2026/27 budget, as duly published according to Section 331.434(2) of the Code of Iowa; and

WHEREAS, the Muscatine County Board of Supervisors appreciates comments from the citizens and encourages all citizens to be informed and participate in county government.

NOW, THEREFORE, IT IS RESOLVED by the Muscatine County Board of Supervisors that the Fiscal Year 2026/27 County budget is adopted as per the Proposed County Budget Summary for Fiscal Year 2026/27.

PASSED and APPROVED this 13th day of April, 2026.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Danny Chick, Chairperson
Muscatine County Board of Supervisors

A Public Hearing was called to order by Chairperson Chick at 9:09 A.M. on the proposal to enter into a General Obligation Loan Agreement to facilitate the repurposing of prior bond proceeds. Naber reviewed the repurposing of prior bond proceeds. No one from the public spoke. On a motion by Sorensen, second by Kirchner, the Board moved to close the Public Hearing at 9:10 A.M. Roll call vote: Ayes: All.

On a motion by Mather, second by Sorensen, the Board approved Resolution #04-13-26-03 Taking Action on Proposal to Enter into a General Obligation Loan Agreement and Repurposing of Prior Bond Proceeds. Ayes: All.

RESOLUTION #04-13-26-03

**RESOLUTION TAKING ACTION ON PROPOSAL TO ENTER INTO A
GENERAL OBLIGATION LOAN AGREEMENT AND REPURPOSING
OF PRIOR BOND PROCEEDS**

WHEREAS, the Board of Supervisors (the "Board") of Muscatine County, Iowa (the "County"), proposes to enter into a General Obligation Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,025,000 pursuant to the provisions of Section 331.402 and Section 331.441(2)(b)(5) of the Code of Iowa for the purpose of paying the costs, to that extent, of: (a) renovating the Deep Lakes Park Maintenance Facility (\$100,000); (b) undertaking general physical maintenance and repairs to County facilities (\$200,000); (c) undertaking repairs to the Community Services Building (\$275,000); and (d) improving the County geothermal field for heating and cooling County buildings (\$450,000) (the "Projects"), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on April 6, 2026; and

WHEREAS, in lieu of entering into an additional credit facility, the Board intends to use the borrowing authority relative to the Loan Agreement to repurpose proceeds remaining from the prior issuance of the County's General Obligation Levee Improvements Note, Series 2022 ("Note Proceeds") to pay costs of the Projects;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Muscatine County, Iowa, as follows:

- Section 1. The Board of Supervisors hereby approves the Loan Agreement and declares that this resolution constitutes the "additional action" required by Section 331.443(2) of the Code of Iowa. It is hereby ordered that up to \$1,025,000 of the Note Proceeds be expended to pay the costs of the Project.
- Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
- Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

PASSED AND APPROVED this 13th day of April, 2026.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Danny Chick, Chairperson
Muscatine County Board of Supervisors

On a motion by Sauer, second by Sorensen, the Board approved the minutes of the April 6, 2026, regular meeting. Ayes: All.

Correspondence:

Chick received a call from Aaron Hackett with concerns which were shared with County Development Director Eric Furnas.

Chick and Mather received an email from Joann Conrad regarding concerns with accidents at the intersection of Highway 38 and 155th Street. Chick stated the possibility of flashing stop signs at several intersections has been discussed at prior meetings. Kirchner stated at a recent DOT meeting the possibility of flashing stop signs to be placed at five intersections were discussed. DOT is expected to respond to County Engineer Bryan Horesowsky.

Chick received a call from a citizen with concerns of a family member at the jail as there were plumbing back up problems. Chick talked to Assistant Jail Administrator Nick Doy who was addressing the problem.

All Supervisors received an email from Furnas about a solar application in the West Liberty area.

All Supervisors received an email with information about Earth Day Lunch & Learn Fair to be held on April 22nd, 2026, at the Stanley Center for Peace & Security.

Mather stated the email invite was from Muscatine County Energy District, however, they are not affiliated with Muscatine County in any way.

Committee & Meeting Reports:

Mather stated Veterans Affairs Director Eric Sanders presented last week at the Iowa State Bar Association Continuing Education session on how to advocate for veterans benefits.

Sorensen attended a Ports of Eastern Iowa meeting on April 8, 2026. The annual National Waterways Conference is scheduled in the Quad Cities in August 2026.

Community Services Director Jessica Bopes stated she also presented at the Iowa State Bar Association Continuing Education session last week.

Furnas updated the Board on the sidewalk and parking lot project. The broken sidewalk and curb and gutter were cut out on 4th Street. The sidewalk area that was removed near the historic jail created water and soil issues in the basement due to heavy rain last week. Furnas stated there was no basement wall damage, but it will require basement clean up and a sink hole to be filled. Furnas stated the Community Services Building project is in Phase II with additional stonework and some of the front ramp columns to be replaced. Furnas stated the Conservation Maintenance Building septic system, the well and a divider wall have been installed.

County Treasurer Amy Zybarth stated the Treasurer's Office will be closed on Wednesday, April 15th for DOT training for the entire staff.

Conservation Director Katie Hammond stated the County Conservation Naturalists won a Community Impact award at the recent United Way of Muscatine meeting. Hammond read the award ceremony speech and stated she was proud of the award.

Merlin Bartz, Invenergy Iowa County Outreach Manager, Grafton, Iowa, stated he is present at today's meeting as a courtesy visit as Invenergy has submitted a special permit with the Zoning Department. Bartz offered an informal invite to attend the Board of Adjustment Public Hearing scheduled for May 20, 2026, at 6:00 P.M. at the Environmental Learning Center, 3300 Cedar Street, Muscatine. Bartz thanked Furnas for working with the Project Manager Steve Morris and the rest of Invenergy's team to submit the permit. Bartz stated the Board and Furnas can call his cell phone if there are any questions or concerns.

The meeting was adjourned at 9:26 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Danny Chick, Chairperson
Board of Supervisors