

# MUSCATINE COUNTY BOARD OF SUPERVISORS

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Danny Chick, District One

Kurt Kirchner, District Two

Scott Sauer, District Three

Nathan Mather, District Four

Jeff Sorensen, District Five

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## AGENDA

Monday, June 1, 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. Public hearing on proposed amendments to the Fiscal Year 25/26 Muscatine County Budget.  
**(roll call vote to close the public hearing)**  
Discussion and possible action to approve:
  - a. Resolution #06-01-26-01 Amending the Fiscal Year 25/26 Budget. **(roll call vote)**
  - b. Resolution #06-01-26-02 Fiscal Year 25/26 Budget Appropriations. **(roll call vote)**
4. Items with Muscatine Triathlon Race Director Adam Raisbeck:
  - a. Discussion and possible action authorizing the Chair to sign a Special Events Liability Release/Waiver & Indemnification Agreement for the Muscatine Triathlon.
  - b. Discussion and possible action authorizing the Chair to sign a Muscatine County Secondary Road Use Request Form.
  - c. Discussion and possible action to approve Resolution #06-01-26-03 Approval of Temporary Road Closures for the 2026 Muscatine Triathlon on August 1, 2026. **(roll call vote)**
5. Discussion and possible action to approve a new application for a Special Class “C” Retail Beer and Outdoor Service Permit for Muscatine Triathlon, dba Deep Lakes Park, 2552 Pettibone Avenue, Muscatine, Iowa 52761.
6. Discussion and possible action to affirm the appointment of Hannah Lane as a Medical Examiner Investigator for Muscatine County, with Medical Examiner Investigator Rich Hines.
7. Discussion and possible action to approve Resolution #06-01-26-04 Declaring Emergency Medical Services (EMS) an Essential Service in and for Muscatine County on the third and final reading. **(roll call vote)**

Discussion and possible action to appoint members to the Muscatine County Emergency Medical Services System Advisory Council.

8. Review a Special Use Permit for a utility-scale solar energy system granted by the Muscatine County Board of Adjustment on May 20, 2026, with Building, Zoning and Environmental Inspector Jake Boucher.
9. Items with County Sheriff Quinn Riess:
  - a. Discussion and possible action to approve Resolution #06-01-26-05 Adopting the 28E Agreement for Law Enforcement Operational Support Between the City of West Liberty and Muscatine County, Iowa. **(roll call vote)**
  - b. Discussion and possible action authorizing the Chair to execute a FY26/27 Iowa Byrne Justice Assistance Grant (JAG) Program contract in the amount of \$46,000.00.
  - c. Discussion and possible action authorizing Sheriff's Office staff to sign a Request for Payment for a Patrick Leahy Bulletproof Vest Partnership (BVP) Grant award in the amount of \$14,509.84.
  - d. Other.
10. Discussion and possible action authorizing County Conservation Director Katie Hammond to sign a Request for Payment for a Patrick Leahy Bulletproof Vest Partnership (BVP) Grant award in the amount of \$1,209.16, with County Conservation Director Katie Hammond.
11. Discussion and possible action to accept a bid for the Muscatine County Engineer Satellite Facility Project, with Mike Nolan of Horizon Architecture.
12. Items with County Engineer Bryan Horesowsky:
  - a. Discussion and possible action to award a bid for L-(M26-10)--73-70, Seal Coat on various roadways.
  - b. Other.
13. Discussion and possible action to approve the minutes of the May 18, 2026 regular meeting.
14. Correspondence.
15. Committee Reports.
16. Items with the Administration Office:
  - a. Action to accept the May 2026 payroll claims.
  - b. Discussion and possible action to review applications and approve one appointment to the Muscatine County Veterans Affairs Commission to fill a vacancy for a term ending June 30, 2026.
  - c. Discussion and possible action to approve Resolution #06-01-26-06 Taking Action to Set a Public Hearing for Monday, June 15, 2026 at 9:00 a.m. on a Proposal to Enter into a General Obligation Loan Agreement in the amount of \$225,000. **(roll call vote)**
  - d. Discussion and possible action authorizing the Chair to execute the following:
    - 1) July 1, 2026 through June 30, 2027 agreement regarding the Muscatine County Engineer's Office Secondary Roads Unit between Muscatine County and Chauffeurs, Teamsters and Helpers, Local Union #238.

- 2) July 1, 2026 through June 30, 2027 agreement regarding the Muscatine County Sheriff's Office Correctional Unit between Muscatine County and Chauffeurs, Teamsters and Helpers, Local Union #238.
  - e. Discussion and possible action to approve the FY26/27 Salary Schedule (3.00% adjustment to scale) and authorize one-time 1% payments to employees at the maximum step for their grade.
17. Receive information from County employees.
  18. Receive comments from the public.
  19. Closed session pursuant to Chapter 21.5(1)(c), Code of Iowa, to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent. (**roll call vote to enter and exit closed session**)
  20. Discussion and possible action to approve and authorize the Chair to sign a settlement and release agreement.
  21. Adjournment.

**Hirings approved:**

Bree Freeman

Correctional Officer

Sheriff's Office/Jail

June 1, 2026  
Agenda Packet  
Item #3

- 06-01-26 Amendment Detail

**BUDGET AMENDMENTS FY2025/26 - 06-01-26**

<i>Expenditures</i>		<i>Revenues</i>		<i>Fund Balance</i>
				<i>Net Inc(Dec)</i>
<b>SERVICE AREA 1 - PUBLIC SAFETY &amp; LEGAL SERVICES</b>				
<b>Jail Commissary:</b>		<b>Jail Commissary:</b>		
0030-06-1053-000-61000 Building Purchase	(500,000)			
<b>Total Jail:</b>	<b>(500,000)</b>	<b>Total Jail:</b>	-	<b>500,000</b>
<b>TOTAL SERVICE AREA 1:</b>	<b>(500,000)</b>		-	<b>500,000</b>
<b>SERVICE AREA 3 - PHYSICAL HEALTH &amp; SOCIAL SERVICES</b>				
<b>Nondepartmental:</b>		<b>Nondepartmental:</b>		
0039-99-3520-000-37701 Opioid Settlement Admin	(550,000)			
<b>Total Nondepartmental:</b>	<b>(550,000)</b>	<b>Total Nondepartmental:</b>	-	<b>550,000</b>
<b>TOTAL SERVICE AREA 3:</b>	<b>(550,000)</b>		-	<b>550,000</b>
<b>SERVICE AREA 9 - ADMINISTRATION</b>				
<b>Auditor:</b>		<b>Auditor:</b>		
0001-02-9010-000-42233 Ed&Training(Meals&Lodging)	700			
0001-02-9010-000-42787 Parcel Mapper Maint.	7,100			
<b>Total Auditor:</b>	<b>7,800</b>	<b>Total Auditor:</b>	-	<b>(7,800)</b>
<b>Treasurer:</b>		<b>Treasurer:</b>		
		0001-4-03-0054-600000 Interest on Investments	700,000	
<b>Total Treasurer:</b>	-	<b>Total Treasurer:</b>	<b>700,000</b>	<b>700,000</b>
<b>TOTAL SERVICE AREA 9:</b>	<b>7,800</b>		<b>700,000</b>	<b>692,200</b>
<b>CAPITAL PROJECTS</b>				
1500-99-0221-000-61306 Admin Parking Lot/Sidewalks	(100,000)			
1500-99-0224-000-61305 Cthse Roof/Tower	(234,051)			
1500-99-0229-000-61000 Sheriff Building Purchase	(500,000)			
1500-99-0233-000-61005 Engineer Bld Remodel-Office	(2,000,000)			
1500-99-0233-000-61019 Engineer Bld Additions-Shed	(700,000)			
<b>TOTAL CAPITAL PROJECTS:</b>	<b>(3,534,051)</b>		-	<b>3,534,051</b>
<b>ARPA PROJECTS</b>				
1505-99-0250-920-62410 Comm Found-Neighborhood Revit.	(162,343)			
1505-99-0250-923-62410 Courthouse Roof Replacement	(63,909)			
<b>TOTAL ARPA PROJECTS:</b>	<b>(226,252)</b>		-	<b>226,252</b>
<b>GRAND TOTAL:</b>	<b>(4,802,503)</b>		<b>700,000</b>	<b>5,502,503</b>

**Fund Balance Increase (Decrease):**

General Basic	7,800	General Basic	700,000	692,200
Capital Projects	(3,534,051)	Capital Projects		3,534,051
ARPA Projects	(226,252)	ARPA Projects		226,252
Jail Commissary	(500,000)	Jail Commissary		500,000
LG Abatement (Opioid Stlmnt)	(550,000)	LG Abatement (Opioid Stlmnt)		550,000
	<u>(4,802,503)</u>		<u>700,000</u>	<u>5,502,503</u>

June 1, 2026  
Agenda Packet  
Item #3a

- Resolution #06-01-26-01 - Amending the Fiscal Year 25/26 Budget

**RESOLUTION #06-01-26-01  
AMENDING THE FISCAL YEAR 2025/26 BUDGET**

WHEREAS, the Board of Supervisors has held a Public Hearing pursuant to Chapter 331, Code of Iowa, to amend the Fiscal Year 2025/26 County Budget; and

WHEREAS, the explanation is decreased expenditures and increased revenues during the current fiscal year; and

WHEREAS, after consideration of all comments at said hearing, the Board of Supervisors has determined that it will be necessary to amend the Fiscal Year 2025/26 budget; and

WHEREAS, the amendment does not increase the taxes to be collected in the Fiscal Year ending June 30, 2026;

THEREFORE, BE IT HEREBY RESOLVED that the following service area expenditures and revenues of the Fiscal Year 2025/26 County Budget be amended:

PUBLIC SAFETY & LEGAL SERVICES expenditures decreased by	(\$500,000)
PHYSICAL HLTH & SOCIAL SERVICES expenditures decreased by	(\$550,000)
COUNTY ENVIRONMENT expenditures increased by	\$0
ROADS & TRANSPORTATION expenditures increased by	\$0
GOV'T SERVICES TO RESIDENTS expenditures increased by	\$0
ADMINISTRATION expenditures increased by	\$7,800
NONPROGRAM expenditures increased by	\$0
CAPITAL PROJECTS expenditures decreased by	(\$3,760,303)
DEBT SERVICE expenditures increased by	<u>\$0</u>
	(\$4,802,503)

INTERGOVERNMENTAL revenues increased by	\$0
LICENSES & PERMITS revenues increased by	\$0
CHARGES FOR SERVICES revenues increased by	\$0
USE OF MONEY & PROPERTY revenues increased by	\$700,000
MISCELLANEOUS revenues increased by	\$0
LONG TERM DEBT PROCEEDS increased by	\$0
PROCEEDS OF FIXED ASSET SALES increased by	<u>\$0</u>
	\$700,000

PASSED AND APPROVED this 1<sup>st</sup> day of June, 2026.

ATTEST:

\_\_\_\_\_  
Tibe Vander Linden  
Muscatine County Auditor

\_\_\_\_\_  
Danny Chick, Chairperson  
Muscatine County Board of Supervisors

June 1, 2026  
Agenda Packet  
Item #3b

- Resolution #06-01-26-02 – FY 2025/26 Budget Appropriations

**RESOLUTION # 06-01-26-02**  
**FY 2025/26 BUDGET APPROPRIATIONS**

WHEREAS, a public hearing has been held pursuant to Section 331.434(6), Code of Iowa, regarding proposed increases in expenditure amounts for Fiscal Year 2025/26: and

WHEREAS, the amendment does not increase the taxes to be collected in the Fiscal Year ending June 30, 2026: and

WHEREAS, all comments from the public have been heard;

THEREFORE, BE IT RESOLVED that the following amounts be appropriated as follows:

01	Board/Administration	0
02	Auditor	7,800
03	Treasurer	0
04	Attorney	0
05	Sheriff	0
06	Jail	(500,000)
07	Recorder	0
20	Engineer	0
22	Conservation Board	0
24	DHS	0
25	Community Services	0
28	Medical Examiner	0
30	Court Services	0
31	Board of Health	0
51	General Services	0
52	Information Services	0
53	Zoning	0
60	Mental Health Administration	0
99	Nondepartmental	(4,310,303)
	Subtotal Expenditures	<u>(4,802,503)</u>
	Transfers	0
	Total Including Transfers	<u>(\$4,802,503)</u>

It is further resolved that all appropriations made pursuant to this RESOLUTION lapse at the close of business on June 30, 2026.

Passed and approved this 1<sup>st</sup> day of June, 2026.

ATTEST:

\_\_\_\_\_  
Tibe Vander Linden  
Muscatine County Auditor

\_\_\_\_\_  
Danny Chick, Chairperson  
Muscatine County Board of Supervisors

June 1, 2026  
Agenda Packet  
Item #4a&b

- County Development Director Memo
- Triathlon Liability Release/Waiver Indemnification Agreement
- Muscatine County Secondary Road Use Request Form
- Secondary Road Closure Information

## **MEMO**

**29 May 2026**

**To: Board of Supervisor**

**From: County Development Director**

**RE: Special Event Permit Application- Muscatine Triathlon**

In your packets you will find an application for a Special Event Permit and Road Closure request for the 2026 Muscatine Triathlon to be held at Deep Lakes Park on Aug 1, 2026.

All required documentation has been reviewed and approved, including road closure/ signage plans, emergency action plans, and event waiver of liability. I am in possession of and have reviewed the Certificate of Liability Insurance that lists Muscatine County as an additional insured. The application has received the approval of the Muscatine County Sheriff, Muscatine County Engineer, Muscatine County Emergency Management Director and myself. The Muscatine County Conservation Board has already approved the event as well.

Race Director Adam Rasibeck will be in attendance to discuss the event application and answer any additional questions. Conservation Director Katie Hammond will be in attendance in my absence and will have the master copy of the Permit for the Board Chair to sign upon approval.

**SPECIAL EVENTS  
LIABILITY RELEASE/ WAIVER & INDEMNIFICATION AGREEMENT**

**BE IT REMEMBERED** that on the 1<sup>st</sup> day of August, 2026 Muscatine County, Iowa ("County") and MUSCATINE TRIATHLON ("Special Event") entered into this Liability Release/Waiver and Indemnification Agreement ("Agreement") relating to the use by the Special Event of any County roadways, paths, property or parks. For purposes of this Agreement, the parties maybe referred to individually as "Party" and collectively as "Parties."

Special Event for and in consideration of the permission given to use any County roadways, paths, property or parks ("Property") for the MUSCATINE TRIATHLON, does hereby agree and acknowledge that we are aware that the use of the Property for this type of an event involves certain inherent dangers and that participants may be subjected to the risk of death, personal injury, or other property damage, and that we as event organizers and the County may be subjected to the filings of certain claims, causes of action or lawsuits as a result thereof. We, as the Special Event organizers freely, voluntarily, and with such knowledge assume the risk of death, personal injury, or property damage arising from or in any way connected to the use of Property during the performance of their duties or incidental activities.

**We hereby release, agree to indemnify and to hold harmless** Muscatine County, Iowa, its officers, employees and agents from any and all liability, claims, suits, demands or other causes of action arising out of or related to any loss, damage or injury that occurs as a result of our use of County Property and/or any claims filed by participants or nonparticipants occurring during the event or arising out of the event, whether the loss, damage, injury, or death is caused by our negligence, the negligence of a participant, the negligence of a nonparticipating person, the negligence of the Muscatine County, Iowa, including the Muscatine Conservation Department, its officers, employees, or agents, or the negligence of any other third party.

We further agree that we shall require each event participant to execute a Liability Release and Waiver ("Waiver") as a condition of their participation and that such Release and Waiver of Liability shall bind the members of each participants family, whether they are alive or if deceased their heirs, assigns and personal representatives, and such Waiver shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** Muscatine County, Iowa or the Muscatine County Conservation Department/Commission, its officers, employees or agents.

We further agree that this Release and Waiver of Liability and any participant Waivers shall be construed in accordance with the laws of the State of Iowa and that the signatory hereto signing for the Special Event organizer has the authority to execute this Agreement.

**By signing this Release/Waiver of Liability and Indemnification Agreement, we state that we have read and understand the conditions set forth, we agree to all conditions set forth, and we sign this voluntarily.**

Event Organizer - Adam Raisbeck

Signature:   
Title \_\_\_\_\_

Date: 2/25/26

Muscatine County, Iowa

Signature: \_\_\_\_\_  
Title \_\_\_\_\_

Date: \_\_\_\_\_



# Muscatine Triathlon

## Committee

Adam Raisbeck  
Adam Tisue  
Alma Brunson  
Brad Bark  
Brenda Christensen  
Chris Jasper  
Connie Mann  
Johnnie Arnett  
Julie Jindrich  
Kurt Sothmann  
Travis McConaha

RE: Request for Road Closure for Muscatine Triathlon

Bryan,

On Saturday, August 1, 2026 the Muscatine Triathlon will be held at Deep Lakes Park. Included in the Race will be a bike and run route, that will require roads to be closed for the safety of the participants. Our goal is to close only necessary roads, for as short of a duration as possible.

The time of the road closure will be from approximately 7:45 am to 10:30 am. As the race ends, the roads will be reopened as soon as safely possible. We plan on having squads and barricades at the major intersections and volunteers with barricades at the less busy intersections. (see attached) All barricades utilized for the road closure will be rented from SELCO and are DOT approved.

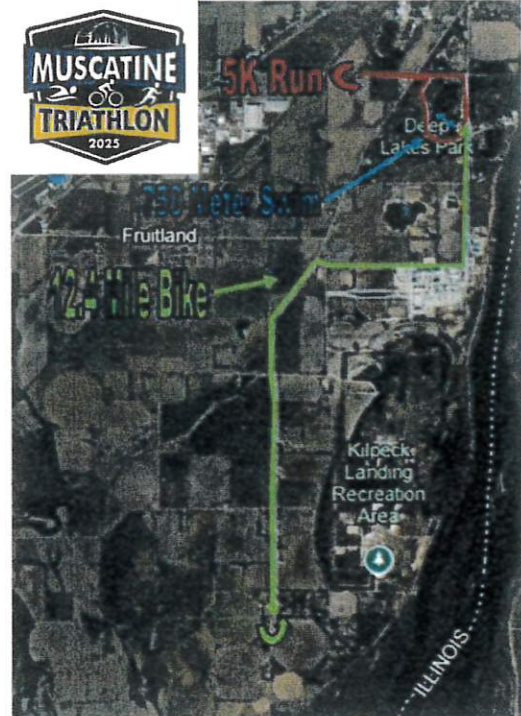
The following roadways and intersections will be temporarily closed:

- Pettibone Ave. from 41<sup>st</sup> St. to Wiggins Rd.
- Wiggins Rd. closed from Pettibone to Stewart Rd.
- Stewart Rd. closed from Wiggins Rd. to 172<sup>nd</sup> Ave.
- 41<sup>st</sup> Street closed from Pettibone, across Stewart Rd, to approximately the Rail Road tracks.

The map (right) shows the approximate race routes. All roads with intersections connecting to the above listed routes will not have traffic access during race time. As soon as the last participant clears portions of the course, the roadways will be reopened for traffic.

Sincerely,

Adam Raisbeck, Race Director  
563-506-3650; Adamraisbeck15@gmail.com



ATTACHMENT A

MUSCATINE COUNTY SECONDARY ROAD USE REQUEST FORM

Event Organizer Contact Person Adam Raisbeck Event Organization Name MUSCATINE TRIATHLON  
Address 136 Emerald Lane Fruitland, IA Phone Number 563-506-3650

Brief description of the special event & activity expected on County property: \_\_\_\_\_

MUSCATINE TRIATHLON TO BE HELD @ DEEP LAKES PARK

Date of Event 8/1/26 Time of Event 8:00 a.m. - 10:00 a.m.

Traffic Control to be provided by:  Event Organizer

List County roads to be used for the event:

41<sup>st</sup>, Pettibone, Wiggins, Stewart Rd

FOR OFFICIAL USE ONLY	
Reviewed by Muscatine County Sheriff	
Is there a need for assigning an employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, number of employees <u>4-6</u>
Duties of assigned employees: <u>Traffic control / reserve sheriff's patrol assigned</u>	
Restrictions or signing required: _____	
Estimated Traffic Control Cost: \$ <u>N/A</u>	Fee Waived? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, date pd _____
<u>Approved</u> /Denied <small>(circle one)</small>	Signature <u>[Signature]</u> Date <u>5-27-26</u>
Reviewed by Muscatine County Engineer	
Is there a need for assigning an employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, number of employees _____
Duties of assigned employees: <u>N/A</u>	
Restrictions or signing required: <u>Coordinate w/ Sec. Rds as Stewart Rd Construction Progresses</u>	
Estimated Signing Cost: \$ <u>—</u>	Fee Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No, date pd _____

Approved/Denied (circle one)	Signature <u><i>[Signature]</i></u>	Date <u>5/29/26</u>
Reviewed by the Muscatine County Development Director		
A certificate of insurance naming Muscatine County as additional insured	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
A Release and Waiver of Liability Agreement has been filed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Approved/Denied (circle one)	Signature <u><i>[Signature]</i></u>	Date <u>5/29/26</u>
Reviewed by the Muscatine County Supervisors		
Approved/Denied (circle one)	Signature _____	Date _____

Reviewed by the Muscatine Emergency Services Commission		
Is there a need for assigning an employee?	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, number of employees <u>10</u>
Duties of assigned employees:	<u>N/A Search &amp; Rescue - water Rescue</u>	
Restrictions or signing required:	<u>N/A</u>	
Estimated Signing Cost: \$ <u>0</u>	Fee Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No, date pd _____	
Approved/Denied (circle one)	Signature <u><i>[Signature]</i></u>	Date <u>5/27/26</u>
Reviewed by the Muscatine County Supervisors		
Approved/Denied (circle one)	Signature _____	Date _____

## Muscatine Triathlon - Road Signs & Barricades

	Stationed	Type	Barricades	
1	MCSO - Squad	4 big barricades	Stewart Road	41st
2	MPD - Squad	2 big barricades	Pettibone	41st
3	Volunteer	2 big barricades	57th	Pettibone
4	Volunteer	2 big barricades	Stewart Road	57th
5	Volunteer	2 big barricades	HWY 61	41st St.
6	MPD - Squad	2 big barricades	Stewart Road	E North St.
		2 saw horses	Stewart Road	Wiggins
7	Volunteer	2 big barricades	Wiggins	Ogilvie
8			Stewart Road	Drake Rd.
9	Volunteer	1 big barricade	Stewart Road	Box Car Rd
10	Volunteer	Saw Horse	Stewart Road	Cimarron
	Volunteer	Saw Horse		Ponderosa
	Volunteer	Saw Horse		Banza
11	MCSO - Squad	2 big barricades	Stewart Road	G44X
		2 big barricades		180th St.
12	Volunteer	2 big barricades	Stewart Road	172nd St
13	LCSO Squad & Volunteer	2 big barricades	Stewart Road	Turn Around

### Closure notice

Dick Drake Way & Stewart Road



Stewart Road Closed at 41st

Approx: 7:30-11:30

Pettibone Closed at 41st

Approx: 7:30-11:30

### Directional Signage to get to the Park

### Arrows/Direction

	HWY 61	Grandview Ave	straight	right
A	HWY 61	Grandview Ave	straight	right
B	HWY 61	41st	straight	
C	HWY 61	57th St.	right	left

### Sign Needs:

mile markers	1-11 & 1&2	sandwich board	1,11; 2,10; 3,9; 4,8; 5,
participant parking	2-sided	sandwich board	
Shuttle & Parking	2-sided	Banner	
Swim 11 Minutes & Under		yard signs	
Swim 11-17 Minutes		yard signs	
Swim 17 Minutes & Up		yard signs	

## Eric Furnas

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**From:** Raisbeck, Adam <araisbeck@muscatineiowa.gov>  
**Sent:** Friday, May 29, 2026 8:23 AM  
**To:** Eric Furnas  
**Subject:** Re:

Eric,

The Muscatine Police Department will provide security for the beer garden. Depending on the crowd size after the race, there will be 2 or 4 uniformed officers working post race activities. EMS staff at the park for the race will also remain on site post-race. Water safety teams will be done after the water portions of the races are completed and will be working on tearing the courses down. When the live music ends, the event will conclude, and EMS staff will be dismissed. Post-race teardown teams will then start packing everything up and cleaning the park to conclude the event.

On Thu, May 28, 2026 at 10:07 AM Eric Furnas <[eric.furnas@co.muscatine.ia.us](mailto:eric.furnas@co.muscatine.ia.us)> wrote:

Adam,

In the interest of time, maybe just shoot me a brief email that documents that you will be adding the signs requested by Bryan and we can use that to just attach to and amend the road closure and sign plan that was submitted. Also, in the email, just clarify that security for the post race activities and beer garden will be by uniformed MPD Officers and also how post race first aid is being handled. The emergency action plan doesn't really cover much for post race details.

Eric S. Furnas

County Development Director

Muscatine County

(563)263-0482 Ext. 4312

**[eric.furnas@muscatinecountyiowa.gov](mailto:eric.furnas@muscatinecountyiowa.gov)**

## Eric Furnas

---

**From:** Bryan Horesowsky  
**Sent:** Friday, May 29, 2026 9:24 AM  
**To:** Adam Raisbeck  
**Cc:** Eric Furnas  
**Subject:** RE: Triathlon Application 2026

Adam,

Thanks for making these changes.

I am hopeful that Stewart Rd is complete and open by August 1<sup>st</sup>, but at the rate construction has been progressing I am unsure if it will be done. We will stay in touch as August 1<sup>st</sup> gets closer.

Thanks

**Bryan Horesowsky**  
County Engineer  
Muscatine County Engineer and Highway Department  
[bryan.horesowsky@co.muscatine.ia.us](mailto:bryan.horesowsky@co.muscatine.ia.us)  
Office: (563) 263-6351 ext. 4201

**From:** Adam Raisbeck <adamraisbeck15@gmail.com>  
**Sent:** Wednesday, May 27, 2026 4:04 PM  
**To:** Bryan Horesowsky <bryan.horesowsky@co.muscatine.ia.us>  
**Cc:** Eric Furnas <eric.furnas@co.muscatine.ia.us>  
**Subject:** Re: Triathlon Application 2026

Hi Bryan,

I will have the race in progress signs created and can be included on the signage chart. The signage order will probably be completed and ordered in the middle of next month with the other items needed. Selco has the road closed ahead signage that is added to the existing order on file. Pettibone to City Limits being closed might actually make everything easier so all traffic can be routed around the connector and all traffic can come directly in on 57th straight to the main spectator parking grounds. This will alleviate traffic flow trying to come down Pettibone while the race is in progress and keep traffic flow coming from 1 direction to the park.

Adam

On Wed, May 27, 2026 at 11:49 AM Bryan Horesowsky <[bryan.horesowsky@co.muscatine.ia.us](mailto:bryan.horesowsky@co.muscatine.ia.us)> wrote:

Hi Adam,

Eric gave me your application for the road closures for the Triathlon. It looks like it is mostly repeat from last year. There were a few signs that will be needed and listed below:

RACE IN PROGRESS Signs ~10 signs along bike race

ROAD CLOSED AHEAD Signs - Stewart Rd and Dick Drake, G44X and 160<sup>th</sup> (Louisa County will need to okay the placement of these signs), X61 and G56 (Louisa County will need to okay the placement of these signs)

I am hopeful that construction on Stewart will be completed by the beginning of August, unfortunately I cannot guarantee it. If construction work is still taking place, it will likely be between Pettibone and the City Limits.

Please let me know if you have any questions or concerns.

Thanks

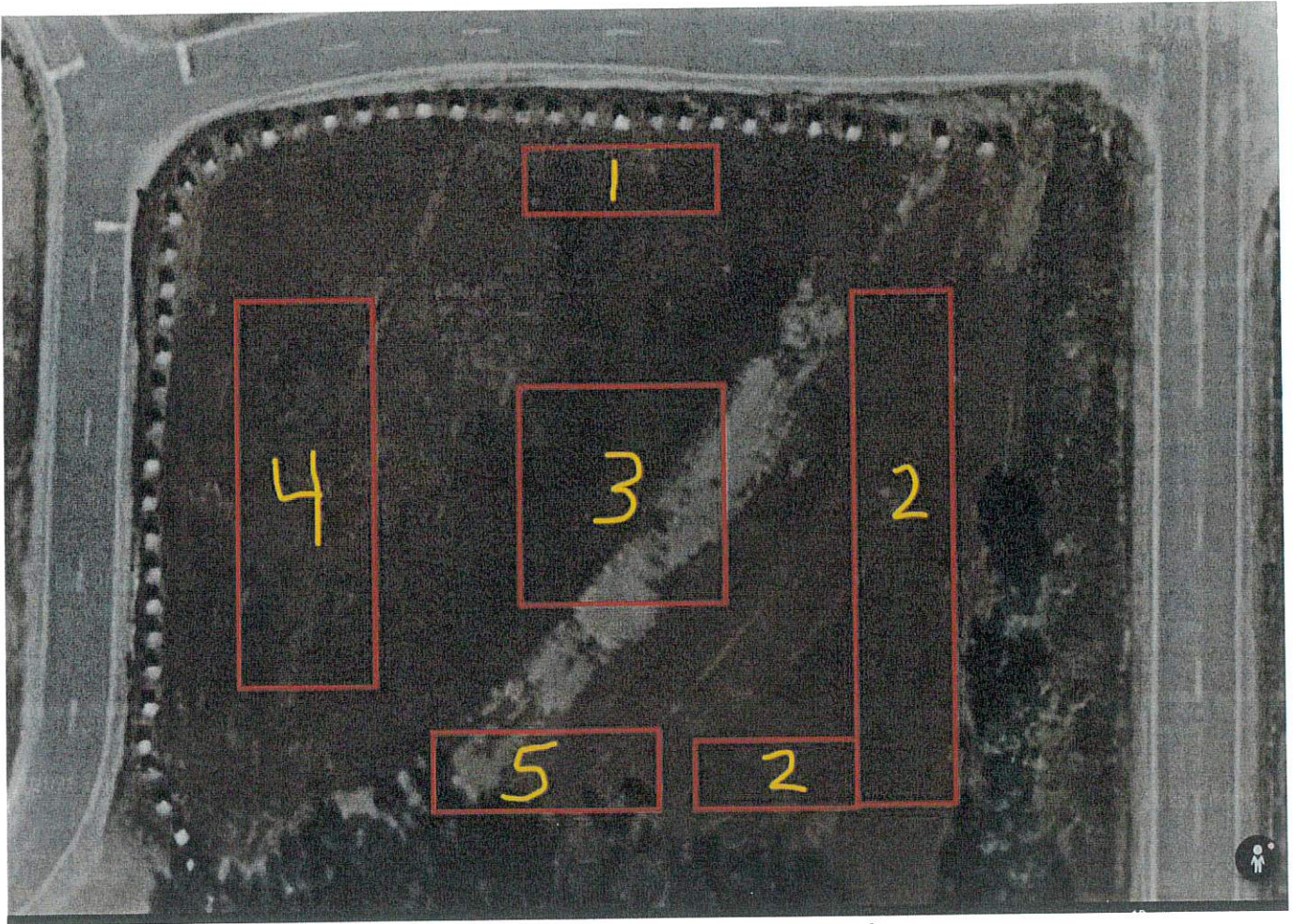
**Bryan Horesowsky**

County Engineer

Muscatine County Engineer and Highway Department

[bryan.horesowsky@co.muscatine.ia.us](mailto:bryan.horesowsky@co.muscatine.ia.us)

Office: (563) 263-6351 ext. 4201



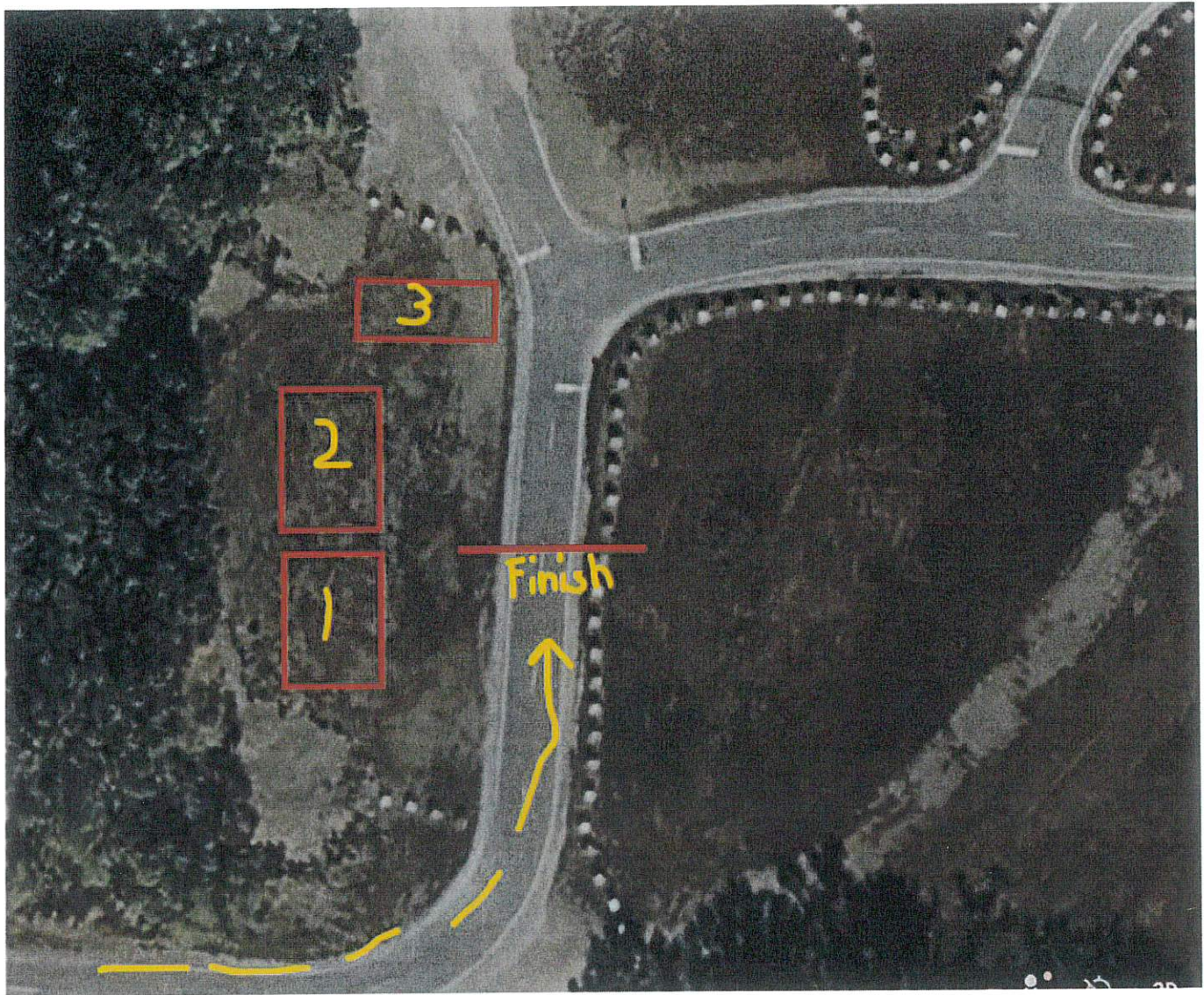
MAIN GRASS AREA

1. MAIN Stage
2. KIDS ACTIVITIES
3. MAIN TENT & BEVERAGE
4. vendor area
5. Food vending area



Alcohol will be served in area 3.

- Staff will issue bands to be worn by people purchasing drinks.
- I.D. will be checked
- alcohol will be served from secure area



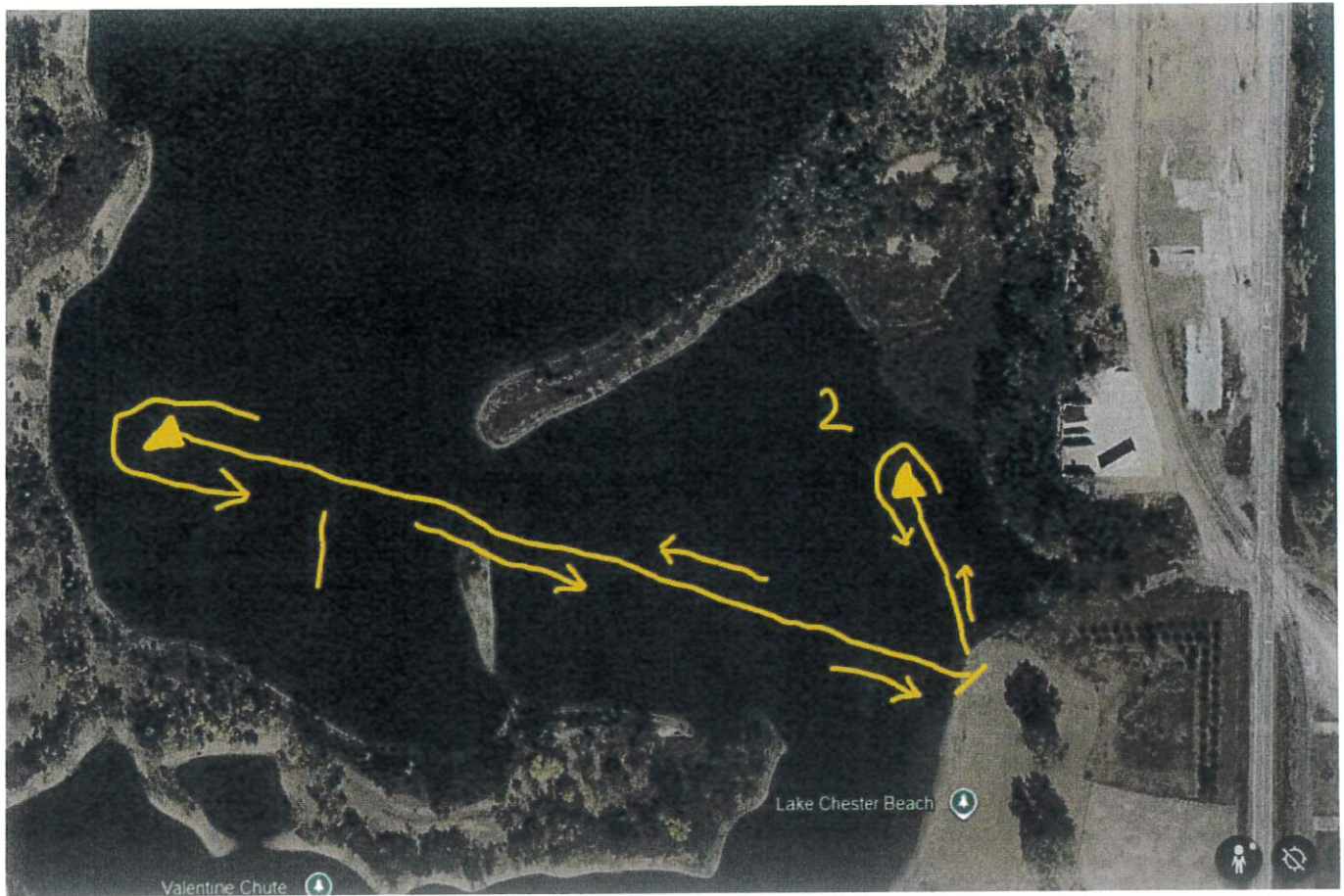
EMS STAGING AREA

2

1. EMS TENT

2. POST RACE HYDRATION / FOOD AREA

3. RACE / TIMING COMPANY SET UP AREA.



1. Adult triathlon swim course

2. Kids swim course

4

WATER SAFETY TEAM WILL MOVE OVER FROM THE ADULT COURSE COMPLETION AND PROVIDE SAME COVERAGE FOR KIDS RACES.



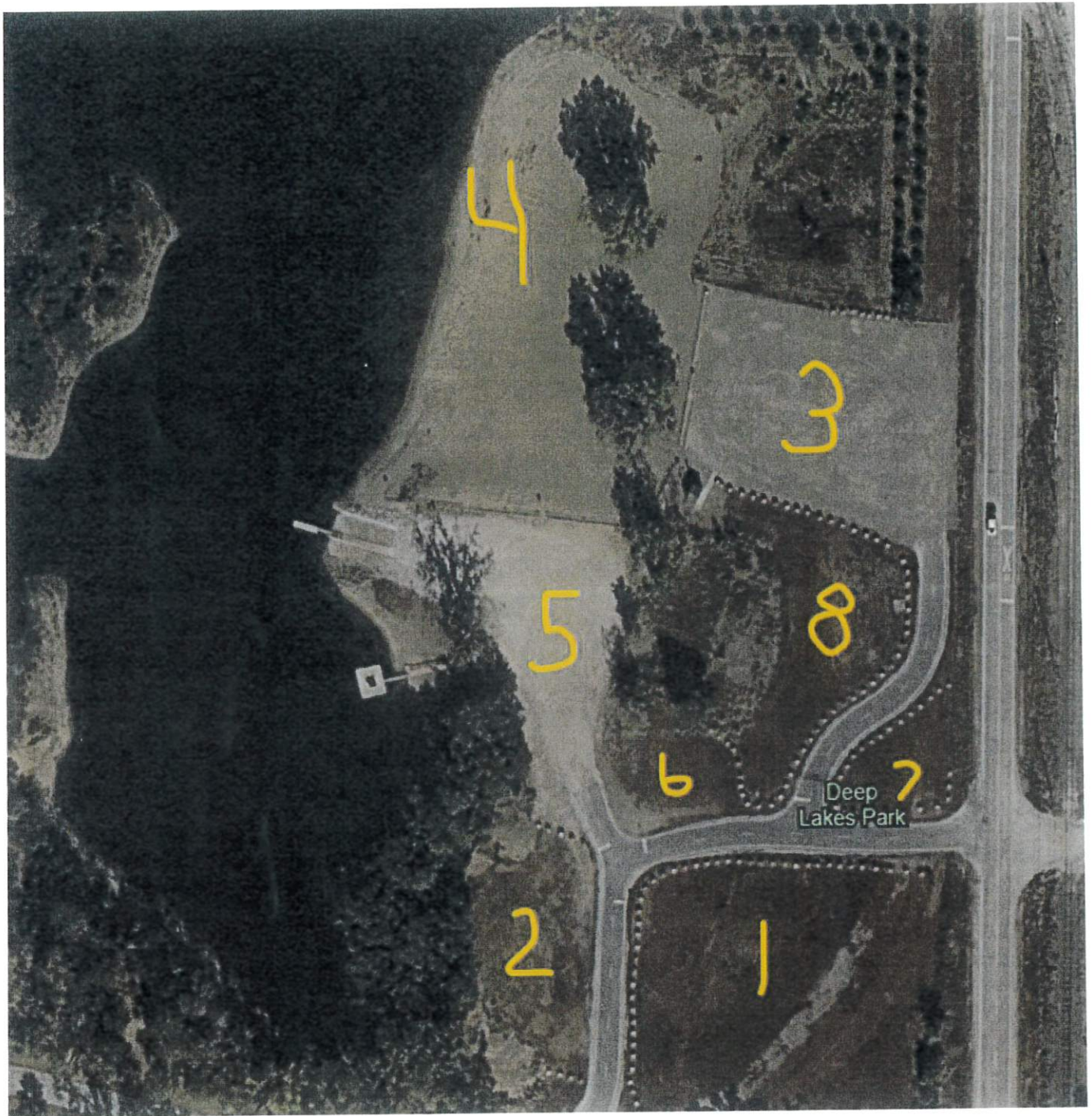
KIDS 5-10 yr run course

4



KIDS 11-15 yr run course

4



1. MAIN Vendor | stage | KIDS AREA
2. EMS SERVICE
3. TRANSITION AREA
4. Swim course staging / start area
5. Equipment parking
6. MUSCO BIG SCREEN SET UP AREA
7. Registration | GUEST SERVICES
8. Spectator / Seating area

June 1, 2026  
Agenda Packet  
Item #4c

- Resolution #06-01-26-03 Approval of Temporary Road Closures for the 2026 Muscatine Triathlon on August1, 2026

**RESOLUTION #06-01-26-03**  
**APPROVAL OF TEMPORARY ROAD CLOSURES FOR THE 2026**  
**MUSCATINE TRIATHLON ON AUGUST 1, 2026**

**WHEREAS**, a request received for road closures for the 2026 Muscatine Triathlon on August 1, 2026 is as follows: close Pettibone Ave from 41<sup>st</sup> St to Wiggens Rd, Wiggens Rd from Pettibone Ave to Stewart Rd (X61), Stewart Rd (X61) from Wiggens Rd to Louisa County, 41<sup>st</sup> St from Pettibone Ave, across Stewart Rd, to approximately the rail road tracks; and

**WHEREAS**, the Muscatine Triathlon Race Director has received an approved Muscatine County Special Events Liability Release/Waiver & Indemnification Agreement on June 1, 2026.

**NOW, THEREFORE BE IT RESOLVED** that the Muscatine County Board of Supervisors hereby approves the temporary road closures, as stated above, for the 2026 Muscatine Triathlon on August 1, 2026.

PASSED AND APPROVED this 1<sup>st</sup> day of June 2026.

ATTEST:

---

Tibe Vander Linden  
Muscatine County Auditor

---

Danny Chick, Chairperson  
Muscatine County Board of Supervisors

June 1, 2026  
Agenda Packet  
Item #7

- Resolution #06-01-26-04 - Resolution Declaring Emergency Medical Services (“EMS”) an Essential Service in and for Muscatine County, Iowa

**RESOLUTION #06-01-26-04**  
**RESOLUTION DECLARING EMERGENCY MEDICAL SERVICES (“EMS”) AN ESSENTIAL SERVICE IN AND FOR MUSCATINE COUNTY, IOWA**

WHEREAS, the Muscatine County Board of Supervisors has the authority under Iowa Code 331.301(1) to “...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents”; and

WHEREAS, Muscatine County seeks to provide Emergency Medical Services to all its citizens and visitors; and

WHEREAS, Muscatine County recognizes there is a need to ensure and advance the level of care, capability, and coverage of EMS in Muscatine County; and

WHEREAS, on June 9, 2021, Iowa Senate File 615 was signed into law by the Governor, giving Iowa counties the capability to declare EMS an essential service for their respective county, thereby making it possible for counties to propose additional funding sources for EMS to the county’s voters at election.

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors, that:

1. Emergency Medical Services (EMS) is hereby declared an essential service in and for Muscatine County, Iowa, and the Muscatine County Board of Supervisors will exercise the necessary power and functions appropriate to preserve the health, safety, and welfare of Muscatine County residents and provide for an effective and efficient Muscatine County Emergency Medical Services (EMS) System that allows for quality care for the persons living, working or traveling in Muscatine County. Exercising said necessary power and function includes, but is not limited to, the establishment of a Muscatine County Emergency Medical Services Advisory Council and the proposition of either a local option income surtax or ad valorem property tax to fund EMS to be voted upon by Muscatine County voters.
2. If a proposition to fund EMS through either a local option surtax or ad valorem property tax, or some combination thereof, fails to receive a favorable vote by at least sixty percent of those voting on the question, this resolution shall be deemed null and void.

PASSED AND APPROVED this 1<sup>st</sup> day of June, 2026.

ATTEST:

---

Tibe Vander Linden  
Muscatine County Auditor

---

Danny Chick, Chairperson  
Muscatine County Board of Supervisors

June 1, 2026  
Agenda Packet  
Item #7

- Muscatine County EMS Council Recommendations

## EMS Council Recommendations

Representing	Agency	Person
Transport	WLAB	Bret Carlson - Primary Kirt Sickels - Alternate
Transport	WAB	Dave Clark - Primary Jenn Cronbaugh - Alternate
Transport	MAB	Mike Hartman - Primary Robbie Rock - Alternate
First Responders	FR	Tashia Wheeler (Conesville) - Primary Kathy Esmoil (Nichols) - Alternate
Transport - OOC	DAB -LAB - MEDC	Dan Sterner (Durant) - Primary Julia Hilbert (Durant) - Alternate
Chair (non voting unless tie)	EMA/911	Chris Jasper

There will be 5 core voting members, listed above.

The Chair will maintain order, make sure agendas and Minutes are complete and run meetings to make sure they stay on track.

The Chair will be a non-voting member unless there is a tie vote. Chair will then be the tie breaker.

If primary members are not available for a meeting, they can have their alternate attend as a proxy for that meeting by notifying the chair.

By-Laws will be discussed and passed at first meeting and filed with County Recorder.

June 1, 2026  
Agenda Packet  
Item #9a

- Resolution #06-01-26-05 - Adopting the 28E Agreement For Law Enforcement Operational Support Between the City of West Liberty and Muscatine County, Iowa

**RESOLUTION #06-01-26-05**  
**ADOPTING THE 28E AGREEMENT FOR LAW ENFORCEMENT**  
**OPERATIONAL SUPPORT BETWEEN THE CITY OF WEST LIBERTY AND**  
**MUSCATINE COUNTY, IOWA**

WHEREAS, the City of West Liberty is seeking to enter into an Agreement with Muscatine County for operational support pursuant to statutory authority under Chapter 28E of the Code of Iowa; and

WHEREAS, the City of West Liberty has declared a staffing emergency resulting from unanticipated vacancies, extended absences, and/or difficulty recruiting and retaining qualified personnel necessary to maintain essential municipal operations and services; and

WHEREAS, the Muscatine County Sheriff's Office has personnel, resources, and operational capacity available to assist the City of West Liberty during this staffing emergency; and

WHEREAS, the proposed 28E Agreement sets forth the terms and conditions under which Muscatine County will provide services to the City of West Liberty, including scope of services, duration, compensation, and administrative oversight.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Muscatine County Board of Supervisors that formal action has been taken to adopt the 28E Agreement for Law Enforcement Operational Support Between the City of West Liberty and Muscatine County, Iowa.

PASSED AND APPROVED this 1<sup>st</sup> day of June, 2026.

ATTEST:

\_\_\_\_\_  
Tibe Vander Linden  
Muscatine County Auditor

\_\_\_\_\_  
Danny Chick, Chairperson  
Muscatine County Board of Supervisors

AGREEMENT FOR LAW ENFORCEMENT OPERATIONAL SUPPORT BETWEEN THE  
CITY OF WEST LIBERTY AND MUSCATINE COUNTY, IOWA

This Agreement is entered into by and between the City of West Liberty, Iowa, a municipal corporation (“City”), and Muscatine County, Iowa, by and through the Muscatine County Sheriff’s Office (“County” or “Sheriff’s Office”).

Recitals

WHEREAS, the City maintains a municipal police department responsible for law enforcement services within its corporate limits; and

WHEREAS, the County, through the elected Muscatine County Sheriff, provides law enforcement services within Muscatine County; and

WHEREAS, Iowa Code Chapter 28E authorizes governmental entities to enter into agreements for the joint exercise of powers and services; and

WHEREAS, circumstances may arise in which the City experiences a staffing emergency requiring temporary operational assistance and command support, and coverage for calls for service within the City; and

WHEREAS, the parties desire to establish a framework under which the Sheriff’s Office may assume temporary operational control of the West Liberty Police Department under defined conditions, and under which the Sheriff’s Office will handle calls for service in the City during specified hours during a declared Staffing Emergency.

Agreement

1. Purpose. The purpose of this Agreement is to provide for (a) the temporary assumption of operational control of the West Liberty Police Department by the Muscatine County Sheriff’s Office upon the declaration of a Staffing Emergency, and (b) the provision of calls-for-service coverage within the City during the Coverage Window defined in this Agreement, all while preserving the independent employment and governance structure of each entity.
2. Declaration of Staffing Emergency.
  - a. A “Staffing Emergency” may be declared by either:
    - i. The Mayor of the City of West Liberty, or
    - ii. The City Manager of West Liberty.
  - b. Form of Declaration. The declaration shall be made in writing and provided to the Muscatine County Sheriff as soon as practicable.

- c. The Staffing Emergency shall remain in effect until formally terminated in writing by the Mayor or City Manager.
- 3. Assumption of Operational Control
  - a. Activation. Upon receipt of a valid declaration of Staffing Emergency, the Sheriff's Office agrees to assume operational control of the West Liberty Police Department, subject to the terms of this Agreement.
  - b. Scope of Control. Operational control includes:
    - i. Oversight of day-to-day law enforcement activities,
    - ii. Deployment and scheduling of police department personnel,
    - iii. Supervision of policing functions,
    - iv. Direction of operational priorities necessary to maintain public safety in the City's corporate limits,
    - v. Receive and address any new internal affairs investigations and continue or otherwise complete any such investigations existing at the time of execution of this Agreement.
    - vi. The Acting Chief and designated Sheriff's Office command staff shall be granted access to City personnel records as reasonably necessary to perform operational and supervisory duties; and
    - vii. The designated Sheriff's Office command staff may make recommendations to the City Manager or Mayor regarding training, performance management, and discipline of police department personnel.
  - c. Limitations. Operational control does not include authority over:
    - i. Personnel discipline (except as necessary for immediate operational safety),
    - ii. Hiring or termination decisions, or
    - iii. Policy decisions reserved to the City's governing body or administration.
- 4. Designation of Acting Chief. The Muscatine County Sheriff shall designate one or more members of the Sheriff's Office command staff to serve as "Acting Chief" for the City of West Liberty Police Department.
  - a. Authority of Acting Chief. The Acting Chief shall:
    - i. Manage the day-to-day operations of the West Liberty Police Department;
    - ii. Supervise City police department personnel in operational matters;
    - iii. Issue directives necessary to maintain effective law enforcement services.
  - b. Reporting Relationship. Any individual serving as Acting Chief shall remain an employee of Muscatine County and continue to report directly to the Muscatine County Sheriff.
- 5. Calls-for-Service Coverage During Staffing Emergency.

- a. Coverage Window (Baseline). During a declared Staffing Emergency, the Sheriff's Office will handle calls for service in the City from 6:00 p.m. to 6:00 a.m. (the "Coverage Window"), unless modified under Section 5(d).
  - b. Scope of Coverage Services. Within the Coverage Window, the Sheriff's Office shall provide law enforcement services in the City that may include, as determined appropriate by the Sheriff's Office:
    - i. Response to non-emergency calls for service and emergency calls for service;
    - ii. Enforcement of criminal-related state laws and City ordinances;
    - iii. Investigation (including but not limited to felony level incidents) and follow-up of incidents warranting additional investigation in the opinion of the Sheriff's Office;
    - iv. Traffic and vehicle enforcement activities as resources reasonably allow; and
    - v. Other general law enforcement duties reasonably necessary to preserve the peace and protect public safety
  - c. Service Delivery (Respond as Needed). The Sheriff's Office will respond to calls for service in the City as necessary during the Coverage Window and is not required to assign a patrol unit exclusively to the City for the entirety of the Coverage Window.
  - d. Discretion; Charging Decisions. The Sheriff's Office retains discretion regarding law enforcement tactics, prioritization, and whether it is appropriate to file charges of any type.
  - e. Reporting; Information Sharing.
    - i. Monthly Reports. During any declared Staffing Emergency in which Coverage Window services are provided, the Sheriff's Office shall provide the City written monthly reports including a summary of law enforcement activities occurring within the City and available crime statistics or activity metrics reasonably maintained by the Sheriff's Office.
    - ii. Press Releases / Major Incidents. The Sheriff's Office shall provide a copy of press releases relating to law enforcement activities or major incidents in the City to the Mayor (and/or City Manager) as reasonably practicable.
6. Employment Status. Nothing in this Agreement shall be construed to create an employment relationship between City personnel and Muscatine County nor an employment relationship between County personnel and the City.
7. Compensation. During a declared Staffing Emergency, the Parties acknowledge that services provided under this Agreement fall into two distinct categories: (A) Command Services and (B) Coverage Window Services, each of which shall be compensated differently as set forth below.

- a. Command Services (Operational Control / Acting Chief). The County shall provide command-level services, including Acting Chief functions and supervisory oversight, during a declared Staffing Emergency.
  - i. Hourly Rate. The City shall compensate the County for Command Services at a rate of \$95.00 per hour for command staff assigned under this Agreement.
  - ii. Scope of Command Services. Command Services include, but are not limited to:
    - A. Acting Chief services;
    - B. Command staff supervision and oversight of police department operations;
    - C. Administrative coordination and operational decision-making; and
    - D. Direction of law enforcement priorities within the City.
  - iii. Distinct Nature of Command Services. The Parties acknowledge that Command Services:
    - A. Are supervisory and administrative in nature;
    - B. Are not shift-based patrol services; and
    - C. Require a higher level of responsibility, discretion, and continuity than routine law enforcement coverage.
  - iv. Billing of Command Services. Command Services shall be billed based on:
    - A. Actual hours worked by designated command staff; or
    - B. An agreed-upon estimated number of hours per week during a declared Staffing Emergency, as documented by the Parties in writing.
- b. Coverage Window Services (Calls-for-Service). Services provided by the County during the Coverage Window as described in this Agreement, constitute routine law enforcement coverage and shall be compensated as follows:
  - i. Hourly Rate. The City shall compensate the County for Coverage Window Services based on an hourly rate of \$61.00 per hour for FY 2026-2027.
  - ii. Coverage Expectations. The Parties acknowledge that, unlike a traditional full-service contract for law enforcement services, Coverage Window Services under this Agreement are provided on a respond-as-needed basis during the Coverage Window.
  - iii. Planning Estimate. For general budgeting purposes only, the Parties may estimate anticipated weekly or monthly hours of Coverage Window Services. Any such estimate is non-binding and does not guarantee a minimum or maximum number of hours.
- c. Billing and Payment. The County shall provide itemized invoices on a monthly basis. Payment shall be due within thirty (30) days of receipt, except for amounts disputed in good faith.
- d. Disputed Charges. Any dispute shall be raised in writing within fifteen (15) days of invoice receipt. The Parties shall work in good faith to resolve disputes, but undisputed amounts shall be timely paid.

8. Term. This Agreement shall become effective upon execution by both parties and shall continue in perpetuity unless terminated by either party by procedures set forth in paragraph eleven (11) of this Agreement. The Parties acknowledge that a “Staffing Emergency,” as defined herein, is a temporary condition that may be declared and terminated independent of the overall term of this Agreement. The declaration or termination of a Staffing Emergency shall not, by itself, terminate this Agreement.
9. Indemnification. To the extent permitted by Iowa law,
  - a. The County shall defend, indemnify, and hold harmless the City from claims arising out of the negligent or wrongful acts or omissions of County personnel; and
  - b. The City shall defend, indemnify, and hold harmless the County from claims arising out of the negligent or wrongful acts or omissions of City personnel.
10. Confidentiality and Non-Waiver of Privilege.
  - a. Definition. “Confidential Communications” means all confidential operational, personnel, and administrative communications, records, reports, and other information exchanged between the City and the County in connection with law enforcement services under this Agreement.
  - b. Retroactive Application. Confidential Communications include all such materials disclosed prior to, on, or after the effective date of this Agreement and are intended to remain confidential to the fullest extent permitted by law.
  - c. No Waiver. The sharing or exchange of Confidential Communications between the Parties shall not constitute a waiver of any applicable privilege or protection, including the attorney-client privilege, work product doctrine, common interest doctrine, or any other applicable privilege or immunity.
  - d. Use & Disclosure. Confidential Communications shall be used solely for legitimate governmental and law enforcement purposes consistent with this Agreement and shall not be disclosed to third parties except as required by law, court order, or as otherwise agreed in writing by the originating Party.
  - e. Protection Obligations. Each Party shall take reasonable steps to maintain the confidentiality of Confidential Communications and shall assert all applicable privileges and exemptions in response to any request for disclosure, including requests made under Iowa Code Chapter 22. In the event of any claim or demand under Iowa Code Chapter 22 related to the activities governed by this Agreement, the Party receiving the claim or demand shall provide notice to the other Party as soon as practicable.
  - f. Survival. The obligations set forth in this section shall survive termination of this Agreement.
11. Insurance. Each party shall maintain the same liability insurance coverage they now have in force to insure their respective interest in this Agreement. Each party may require proof of insurance and certification of insurance from the other, and compliance with such a request shall not be unreasonably withheld.
12. Termination.

- a. Termination of Staffing Emergency. A declared Staffing Emergency may be terminated at any time by the City of West Liberty through written notice to the Muscatine County Sheriff. Upon such written notice:
  - i. Operational control of the West Liberty Police Department shall immediately revert to the City;
  - ii. The County shall cease assuming any new operational responsibilities or providing additional services under this Agreement related to the Staffing Emergency; and
  - iii. The County shall remain entitled to reimbursement for all eligible costs incurred and work performed prior to the effective date of termination of the Staffing Emergency, consistent with the Compensation provisions of this Agreement.

Termination of a Staffing Emergency shall not terminate this Agreement, which shall remain in full force and effect unless separately terminated as provided below.

- b. Termination of Agreement. Either Party may terminate this Agreement for any reason upon providing not less than ninety (90) days' written notice to the other Party. Upon expiration of such notice period, this Agreement shall terminate in its entirety, except for those provisions which by their nature survive termination, including but not limited to indemnification, confidentiality, and payment obligations for services previously rendered.
- c. Transition and Cooperation. Upon termination of a Staffing Emergency or upon notice of termination of this Agreement, as applicable, the Parties shall cooperate in good faith to facilitate an orderly transition of operational responsibilities.

During a reasonable transition period not to exceed seventy-two (72) hours unless otherwise agreed in writing:

- i. The County shall provide reasonable assistance necessary to transfer operational control, including briefing City personnel on active incidents, investigations, and operational priorities;
- ii. The Parties shall coordinate the transition of command authority to avoid disruption of law enforcement services; and
- iii. The County may continue to perform limited services as reasonably necessary to ensure continuity of public safety during the transition period.

The City shall remain responsible for reimbursement of eligible costs incurred by the County during this transition period in accordance with the Compensation provisions of this Agreement.

13. Notice. In the event notice must be given pursuant to this Agreement it shall be made in writing and shall be provided by certified letter to:

For the City: to the City Manager, City Hall, 111 W. 7<sup>th</sup> St., West Liberty, IA 52776

For the County: to the Muscatine County Sheriff, 400 Walnut Street,  
Muscatine, IA 52761

14. Financing. All financing will be handled by the individual agencies in the same manner for the respective expenditures for personnel and equipment as is now done independently, and no joint financing or manner of financing is necessary to be established by the terms of this Agreement.
15. Disposition of Property. It is not required to set forth a method to be employed for disposition of property upon termination of this Agreement, for the reason that all property will continue to be under the respective jurisdiction and control of the governmental agency owning the same.
16. Governing Law. This Agreement shall be interpreted under the laws of the State of Iowa. The Parties agree that any suit, action, or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced in a court in Muscatine County, Iowa, and the Parties consent to the jurisdiction of such court.
17. Entire Agreement. The Parties state that they have obtained the necessary approval and acceptance from their respective governing bodies to enter into this Agreement and that the above provisions constitute the entire and complete Agreement between the Parties on the matter.

**CITY OF WEST LIBERTY, IOWA**

By: \_\_\_\_\_

Mark Smith, Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_

Shari Hoffert, City Clerk

\_\_\_\_\_

Date

**MUSCATINE COUNTY, IOWA**

By: \_\_\_\_\_

\_\_\_\_\_, Chairman  
Muscatine County Board of Supervisors

\_\_\_\_\_

Date

By: \_\_\_\_\_

Quinn Riess, Sheriff  
Muscatine County Sheriff's Office

\_\_\_\_\_

Date

05/19/2024

**RESOLUTION NO. 20260519-343**  
**A RESOLUTION APPROVING AND AUTHORIZING A 28E AGREEMENT**  
**BETWEEN THE CITY OF WEST LIBERTY, IOWA, AND MUSCATINE COUNTY, IOWA**

**WHEREAS**, the City of West Liberty, Iowa (the “City”), is a municipal corporation organized and existing under the laws of the State of Iowa; and

**WHEREAS**, Muscatine County, Iowa (the “County”), is a political subdivision of the State of Iowa; and

**WHEREAS**, Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action in the exercise of their powers, duties, or responsibilities; and

**WHEREAS**, the City is currently experiencing a **staffing emergency** resulting from unanticipated vacancies, extended absences, and/or difficulty recruiting and retaining qualified personnel necessary to maintain essential municipal operations and services; and

**WHEREAS**, the staffing emergency has created an immediate need for temporary assistance to ensure continuity of services, compliance with applicable laws and regulations, and protection of public health, safety, and welfare; and

**WHEREAS**, the County has personnel, resources, and operational capacity available to assist the City during this staffing emergency; and

**WHEREAS**, entering into a 28E Agreement with the County will allow the City to efficiently and lawfully obtain such assistance on a temporary basis, while the City undertakes longer-term staffing and operational solutions; and

**WHEREAS**, the proposed 28E Agreement sets forth the terms and conditions under which the County will provide services to the City, including scope of services, duration, compensation, and administrative oversight; and


**WHEREAS**, the City Council finds that entering into the 28E Agreement is in the best interests of the City and its residents and is necessary to address the current staffing emergency in a timely and cost-effective manner.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST LIBERTY, IOWA, AS FOLLOWS:**

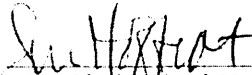
1. The City Council hereby approves the 28E Agreement between the City of West Liberty, Iowa, and Muscatine County, Iowa, substantially in the form presented to the Council.
2. The Mayor is hereby authorized and directed to execute the 28E Agreement on behalf of the City, subject to any non-substantive revisions approved by the City Attorney.

3. The City Manager and City staff are authorized to take such further action as necessary to carry out the intent of this Resolution and to implement the terms of the 28E Agreement.
4. This Resolution shall be in full force and effect from and after its adoption and publication as provided by law.

**PASSED AND ADOPTED** by the City Council of the City of West Liberty, Iowa, this 19<sup>th</sup> day of May, 2026.

  
\_\_\_\_\_  
Mayor, Mark Smith

ATTEST:

  
\_\_\_\_\_  
City Clerk, Shari Hoffert

Roll Call Vote (4-0)

<input checked="" type="checkbox"/>	McFerren, Cara
<input checked="" type="checkbox"/>	Dominguez, Dana
<input checked="" type="checkbox"/>	Parizek, Tim
<input checked="" type="checkbox"/>	Martinez, Omar
<input checked="" type="checkbox"/>	Shiltz, Josh

June 1, 2026  
Agenda Packet  
Item #9b

- FY26-27 Byrne JAG Contract



## Iowa Department of Public Safety

**Kim Reynolds**  
Governor  
**Chris Cournoyer**  
Lt. Governor

**Stephan K. Bayens**  
Commissioner

### MEMO

May 26, 2026

To: ODCP Grant Award Recipients  
From: Dennis Wiggins  
Re: Byrne JAG/SCIP/PSN/RSAT Grant Contract Conditions & Certifications

Congratulations on your SFY 2027 grant award from the Office of Drug Control Policy (ODCP). Important information to help you get started with the grant follows.

The enclosed grant contract packet includes the following materials for your careful review, authorized signatures, and timely return to ODCP:

- Contract Page & Special Conditions
- Standard Grant Conditions & Certified Assurances

*Special* Grant Conditions appearing on the front page of your Contract must be fulfilled. In some cases, the Conditions may need to be fulfilled prior to reimbursement of federal funds.

*Standard* Grant Conditions and Certifications are the rules/conditions of the grant programs, and as a grant recipient you must agree to comply with them.

Please have the grant Contract page and the Standard Conditions & Certified Assurances forms signed via DocuSign. If your budget includes contract services, the contracting agency must also sign the Standard Conditions & Certified Assurances forms. You identified the Project Director and Legal Applicant in your grant application. Contact Dennis Wiggins if either of the signatories have changed.

**Completed contract materials must be returned to ODCP via DocuSign by July 1, 2026.**

To review your approved grant budget and access required reporting forms, sign into Iowa's electronic grants management system at [www.IowaGrants.gov](http://www.IowaGrants.gov) and click on the "My Grants" icon.

As a reminder, the contract period for this award is July 1, 2026 – June 30, 2027, do not obligate grant funding prior to the contract start date.

Questions regarding the grant program, including the use of the electronic grant management system should be directed to Dennis Wiggins at 515-805-4141 or [dennis.wiggins@iowa.gov](mailto:dennis.wiggins@iowa.gov).

Congratulations again on your grant award.

Iowa Office of Drug Control Policy  
Susie M. Sher, Bureau Chief  
215 E. 7<sup>th</sup> Street, Fifth Floor, Des Moines, IA 50319  
515-805-4115 [sher@dps.state.ia.us](mailto:sher@dps.state.ia.us)

## Byrne Justice Assistance Grant (JAG) Program

Department of Public Safety, Office of Drug Control Policy  
 Pape State Office Bldg., 5th Floor  
 215 E. 7th Street, Des Moines, Iowa 50319  
 CFDA #16.738

Grantee: Muscatine County	<b>Grant #24-JAG-650611</b>  Grant Period: July 1, 2026 - June 30, 2027  <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"><b>Federal:</b></td> <td style="width: 10%;"><b>\$</b></td> <td style="width: 15%;">46,000</td> </tr> <tr> <td><b>Match:</b></td> <td><b>\$</b></td> <td>0</td> </tr> <tr> <td><b>Total:</b></td> <td><b>\$</b></td> <td>46,000</td> </tr> </table>	<b>Federal:</b>	<b>\$</b>	46,000	<b>Match:</b>	<b>\$</b>	0	<b>Total:</b>	<b>\$</b>	46,000
<b>Federal:</b>	<b>\$</b>	46,000								
<b>Match:</b>	<b>\$</b>	0								
<b>Total:</b>	<b>\$</b>	46,000								

ODCP Contact:  
 Dennis Wiggins (515) 805-4141

Program Director:  Sheridan Billhorn	Legal Applicant:
--	------------------

*This grant is subject to the terms and conditions of the grant program legislation, solicitation, and stipulations noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or State statutory or regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform the functions described in the application for this grant award for the purpose stated. This grant consists of the application, grant award notice, budget documents, standard grant conditions, reporting forms, and all approved grant revision documents.*

*All parties to this grant award acknowledge that this contract, and the terms, conditions, and availability of continued funding are subject to future communications and guidance from DOJ. All parties acknowledge that they have fully read and understand this contract and agree to abide by the terms set forth within.*

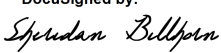
### SPECIAL CONDITIONS

Law enforcement personnel funded in whole or in part with these grant funds will complete Department of Justice required online (internetbased) task force training. All task force members are required to complete this training once during the life of this award, or once every four years. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). Officers should use the preauthorization code QX6S4 when completing the course.

Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

#### SIGNATURES/DATES

DocuSigned by:  
  
 5/27/2026  
A5D7E02F04E1420...  
 Project Director/Date

\_\_\_\_\_  
 Legal Applicant/Date

\_\_\_\_\_  
 ODCP Administrator/Date

June 1, 2026  
Agenda Packet  
Item #11

- Engineer Satellite Facility Contractor Recommendation



June 1<sup>st</sup>, 2026

Horizon Architecture  
Michael Nolan, AIA  
3116 Alpine Court  
Iowa City, IA 52245

Muscatine County Board of Supervisors  
414 East 3<sup>rd</sup> Street  
Suite 101  
Muscatine, IA 52761

RE: Contractor Recommendation for Muscatine County Satellite Facility

Dear Board of Supervisors,

Following a thorough review of six (6) bids received by 2 pm on Thursday, April 23<sup>rd</sup>, 2026 I recommend that Muscatine County award the contract for construction for this project to the low bidder, Daxon Construction. I pass my thanks to all firms that participated in the bidding process and look forward to working with Daxon Construction in the execution of the project.

Sincerely,

A handwritten signature in black ink, consisting of several fluid, overlapping strokes that form the name 'Michael Nolan'.

Michael Nolan, AIA  
Principal, Horizon Architecture

Attachment:  
Bid Tabulation

# Muscatine County Satellite Facility Bid Tabulation

Date - April 23, 2026

Bidder	Bid Form Signed?	Bid Bond?	Qualification Statement?	Base Bid Total
Bush Construction	Y	Y	Y	\$ 1,319,000.00
Daxon Constuction	Y	Y	Y	\$ 893,507.00
Hy-Brand	Y	Y	Y	\$ 990,600.00
Myers Construction	Y	Y	Y	\$ 983,385.00
Swanson Construction	Y	Y	Y	\$ 1,085,603.00
Tricon	Y	Y	Y	\$ 1,098,000.00

June 1, 2026  
Agenda Packet  
Item #13

- Board of Supervisors Meeting Minutes 05-18-26

Muscatine County Board of Supervisors  
Monday, May 18, 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 Kirchner, the Board approved claims dated May 18th, 2026, in the amount of \$1,854,686.59. Ayes: All.

A Public Hearing was called to order at 9:01 A.M. by Chairperson Chick on a request filed by JDSD Farms LLC, Record Owner, to rezone 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. County Development Director Eric Furnas stated the Zoning Commission started the review of this application in March 2026 and met on April 10, 2026, with a split vote of Ayes: 2 and Opposed: 2, Abstain: 1, at that meeting. Jason Dumont, Record Owner, reviewed the application filed by JDSD Farms LLC. The affected parcels are in Wapsie Township, Parcel #01-10-100-002 and Parcel #01-10-1000-004, containing combined 54.26 acres. Dumont stated the re-zoning concept is for 12.44 acres for four residential lots on a farm he owns just west of West Liberty. The location will soon be within 1.5 miles of West Liberty, as the City of West Liberty is in the process of extending their town boundaries right now. Dumont stated the LESA score is in the 60's range, which is not very good farm ground with steep slopes and an average CSR rating. Dumont stated the location is off a paved road and would provide much wanted country living with larger lots close to town and schools. Dumont stated a lot of people want a few acres with an outbuilding, without having to purchase an entire farm. Dumont stated the proposed lots would be a one cul-de-sac with a well and sewers would be septic systems installed by the homeowners.

Mike Deahr, owner of parcel on Davis Avenue, West Liberty, Iowa, stated he has served on the Zoning Commission and is aware there is a need for more housing however he has concerns of developed subdivisions in that someone gains landowner rights and others lose rights. Deahr recommended that the County incorporate something into their rules and regulations to preserve property rights of current owners when people move into agricultural areas. He also stated concerns with hunting rights. Deahr stated his opposition today is that his current property rights should remain intact without someone else gaining profit.

Greg Hall, 1072 130<sup>th</sup> Street, West Liberty, Iowa, stated as a resident of the county, he does not want this re-zoning approved. Hall questioned where the people that Dumont has stated want this type of development are, as they are not here today. Hall stated he does not believe the proposed development will only be four developed lots and stated concerns that Dumont is not building the homes. Hall stated there are other developments that are more appropriate. Hall stated if this proposal went to a ballot, it would never pass.

Ray Allen, 1349 Highway 6, West Liberty, Iowa, stated his concerns with the somewhat blind intersection on Davis Avenue and the semi traffic. Allen stated he does not believe it will only

be four houses. Allen stated the terraces on the land were taken out and stated concerns with erosion. Allen stated at this time the neighborhood is peaceful but stated concerns with it changing. Allen stated Dumont has threatened if this development doesn't pass, he will put up a hog confinement.

Ryan Deahr, 1773 115<sup>th</sup> Street, West Liberty, Iowa, stated his parents are landowners across the road from the proposed development. Deahr stated his concerns from the agriculture side with drift from spraying, erosion that can occur with land development and stated his concern that the Board may approve this to increase the tax base for a few extra dollars with four houses.

Emily Daufeldt, 1176 Davis Avenue, West Liberty, Iowa, stated there are other areas in West Liberty that make more sense for this type of rezoning or development. Daufeldt stated Dumont lives in Johnson County. Daufeldt urged the Board to listen to the constituents and not an out-of-town developer.

Mather held discussion with Deahr on other land options in the area that have city utilities nearby to develop other land parcels. Deahr stated he has property that could be developed but has chosen not to. Deahr stated recently the Board did not approve a gun range due to property owner concerns.

Dumont stated the Board would have to approve development of more than four lots. Dumont stated he has not said a hog lot would be built if this was not approved. Several citizens in the meeting stated Dumont did say that he would put up a hog confinement more than once in a zoning commission meeting. Dumont stated he has not torn out terraces but made them backside tillable. Dumont stated his concept with the four proposed lots would allow landowners to have animals. Dumont stated the Iowa Department of Natural Resources (DNR) rule from the DNR website regarding noise ordinance with target shooting on private property. Dumont stated this is an opportunity for families to be involved with agriculture.

On a motion by Mather, second by Sorensen, the Board closed the public hearing at 9:55 A.M.  
Roll call vote: Ayes: All.

Furnas stated he does not have a recommendation to the Board as both sides have valid reasons for approval or denial of the proposed re-zoning of the 12.44 acres. The Board held discussion with Furnas with the LESA scoring system, possible nuisance issues and the lots being portrayed as agriculture lots with only one outbuilding sided like the house.

On a motion by Sorensen, second by Mather, the Board moved to approve an ordinance rezoning approximately 12.44 acres in Wapsie Township from A-1 Agricultural District to R-1 Residential District on the first of three readings. Roll call vote: Ayes: Sorensen; Nays: Kirchner, Mather, Chick, Sauer. The motion did not pass.

Prosody Group Consultant Charles "Bob" Brettell plus Kyle Carlson, Roger Baker and John Stineman of CHS, Inc., presented through Zoom meeting to enter into a public-private partnership to apply under Muscatine County for a Port Infrastructure Development Program

Federal Grant (PIDP) in the amount of \$11,250,000.00. Discussion was held with the Board on this public federal funding opportunity and the proposed Resolution to approve a Memorandum of Understanding with CHS, Inc. and approving a letter of support for the proposed project.

On a motion by Mather, second by Sorensen, the Board approved to authorize the parties to move forward with the application process subject to the county staff reviewing and approving the eventual Memorandum of Understanding with CHS, Inc.; Sponsoring and Authorizing the Submission of a Port Infrastructure Development Program Grant Application (NOFO MA PID-26-001) on Behalf of CHS, Inc.; and to authorize any necessary documents to bring it into effect and authorizing the Chair to sign it. Roll call vote: Ayes: All.

On a motion by Mather, second by Sorensen, the Board approved a resolution declaring Emergency Medical Services (EMS) an essential service in and for Muscatine County on the second of three readings. Roll call vote: Ayes: All.

The Board consensus was to approve appointment recommendations for the Muscatine County Emergency Medical Services System Advisory Council, as presented by Emergency Manager Chris Jasper, to be established when/if EMS is declared an essential service.

County Development Director Eric Furnas reviewed Case #26-05-01: An application filed by Nick Garretson, Applicant, and Shirley Allchin, Record Owner. If approved, the request would allow the Zoning Administrator to issue a Variance to allow a residential addition to be built approximately 15' from the front lot line and 7.5' from the side lot line. The affected property is in Sweetland Township, in parts of the SW ¼ of Sec. 25-T77N-R1W, at 2115 Vantage Point Rd, containing approximately 1.85 acres, and is zoned R-1 Residential. The Board of Adjustment determined that the variance request meets the requirements for practical difficulty due to the unique lot shape and the topography (slope in the rear yard space). The impact to surrounding property owners would be minimal and will not alter the essential character of the neighborhood. The house was granted a variance for its current location.

On a motion by Sorensen, second by Sauer, the Board accepted a variance granted by the Muscatine County Board of Adjustment as Case #26-05-01. Ayes: All.

On a motion by Sauer, second by Sorensen, the Board approved the renewal of an Iowa Retail Cigarette/Tobacco/ Nicotine/Vapor Permit for Reif Oil Company dba Stewart Road Fast Break, 2418 Stewart Road, Muscatine, Iowa. Ayes: All.

On a motion by Sauer, second by Kirchner, the Board approved the minutes of May 11, 2026, regular meeting. Ayes: All.

Correspondence:

Sauer received a call from a resident regarding a fallen tree on a gravel road. Sauer instructed the caller that the county road department would remove it.

All Supervisors received several emails regarding a rezoning concern on Davis Avenue

and several emails on the public-private partnership to submit an application for the PIDP grant.

All Supervisors received an email from Melissa McCollam in favor of the Olympus Solar Project.

Chick received an email from Emily Daufeldt regarding the re-zoning request on Davis Avenue.

Chick received an email from Adrienne Towe of Community Foundation of Greater Muscatine regarding the scheduling of a Joint Meeting for the County, School and City of Muscatine for a tentative date of June 22, 2026. Administrative & Finance Director Kala Naber stated the tentative date has been changed to June 30, 2026. Sorensen stated Towe has indicated the Community Foundation is interested in heading the joint meetings in the future.

Mather received an email from a county resident regarding an issue on 180<sup>th</sup> Street. The County Engineer Department has been notified.

Chick stated there is a tree down on a Highway 22 on Wyoming Hill with branches covering part of the road. County Engineer Bryan Horesowsky will notify the correct department.

#### Committee & Meeting Reports:

Kirchner attended a Lower Cedar Watershed Management Authority meeting and toured an oxbow on a farmer's field near Mechanicsville, Iowa, on May 12, 2026.

Sorensen attended a Ports of Eastern Iowa Authority Board meeting on May 13, 2026.

The Board has indicated they will support and are willing to sponsor the public-private partnership for the proposed PIDP grant.

Sauer attended a Muscatine County Board of Health meeting on May 13, 2026.

On a motion by Sorensen, second by Kirchner, the Board set the FY26/27 health and dental premiums. Ayes: All.

On a motion by Sorensen, second by Mather, the Board set the health and dental insurance annual open enrollment period for FY26/27 for June 1 – 15, 2026. Ayes: All.

On a motion by Sorensen, second by Sauer, the Board authorized the execution of the Wellmark third party administration documents for FY26/27. Ayes: All.

County Engineer Bryan Horesowsky reviewed the proposed County Engineer Satellite Facility on Independence Avenue regarding project cost limits (the project letting was done in April 2026). Naber stated the county bonded for this project in 2023 when project cap limits were at \$750,000 however new legislation has increased the cap to \$975,000. The Board held discussion with Naber regarding the bid process, the bonding process and the estimated cost and funding for the project.

Horesowsky updated the Board on secondary road projects.

Emergency Manager Chris Jasper stated this week is National Emergency Services (EMS) week. Jasper thanked the EMS workers and volunteer workers throughout the county for their service.

County Auditor Tibe Vander Linden stated today is the pre-voter registration deadline and the deadline to submit an Official Absentee Ballot Request form. The Auditor's office will be open until 5:00 p.m. today.

The meeting was adjourned at 11:25 A.M.

ATTEST:

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Tibe Vander Linden  
County Auditor

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Danny Chick, Chairperson  
Board of Supervisors

June 1, 2026  
Agenda Packet  
Item #16b

- Muscatine County Veteran Affairs Commissioner Applications

**From:** [Eric Sanders](#)  
**To:** [Melissa Hill](#); [Kala Naber](#); [Jennifer Miller](#);  
**Cc:** [Jessica Bopes](#); [Lindsey Lerma](#); [Nathan Mather](#);  
**Subject:** VA Commission Vacancy (Applications/Recommendation for BOS)  
**Sent:** 5/22/2026 12:02:26 PM

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Good afternoon,

The Muscatine County Veteran Affairs Commission convened with a quorum on Wednesday, May 20<sup>th</sup> for their monthly meeting in accordance with Iowa Code. During this meeting they reviewed all applications submitted for the open Commissioner vacancy and deliberated.

The following Commissioners were in attendance:

Jodi Royal-Goodwin (Chair)  
Richard Lindle  
Keith Ormsby  
Nathan Mather (Ex-Officio)

Others in attendance:

Jessica Bopes/MCCS  
Lindsey Lerma VA/MCCS  
Eric Sanders VA

After reviewing all applications and deliberations the Muscatine County Veteran Affairs Commission unanimously recommended the following applicants to be appointed to the vacancy by the Muscatine County Board of Supervisors.

Choice 1: Monica Danner (Combat Wounded, Purple Heart Recipient, Iraq/Afghanistan, Iowa Army National Guard Retired)

Choice 2: Aaron Heath (Army Blackhawk Helicopter Pilot/Commander, Bronze Star, Air Medal, Combat Missions in Afghanistan), Lieutenant Colonel, US Army, recently retired from the Rock Island Arsenal)

All applications that were received and reviewed by the Commission are attached to this email. I have reviewed and secured copies of their DD Form 214 military discharges supporting their applications in accordance with Iowa Code.

If you have any questions please don't hesitate to reach out.

Respectfully,

Eric Sanders, M.A.  
County Veteran Service Officer  
Executive Director  
Muscatine County Veteran Affairs  
315 Iowa Ave., Suite 1  
Muscatine, Iowa 52761  
Phone: (563) 262-4162  
Fax: (563) 272-0959  
[Follow us on Facebook](#)

**MUSCATINE COUNTY COMMISSION OF VETERAN AFFAIRS**

**APPLICATION FOR APPOINTMENT**

**Applicant Information**

Full Legal Name: Michael Louis Channon

Date of Birth: 11/04/1971

Address: 1984 Geneva Hills Rd

City: Muscatine State: IA Zip: 52761

Phone Number: (563) 676-7924

Email Address: MChannon7013@gmail.com

**Military Service Information**

Branch of Service: Army

Dates of Service: From 11/94 To 5/96  
6/06 6/12

Type of Service (check all that apply):

Active Duty (Title 10, other than training)

National Guard

Reserve

Character of Discharge:  Honorable  General (Under Honorable Conditions)

DD-214 or Equivalent Documentation Attached:  Yes  No

**Veteran Eligibility (Iowa Code §35.1)**

Served on federal active duty (other than training purposes)

Served during a statutorily defined period of armed conflict

Has a service-connected disability incurred in the line of duty

Completed at least twenty (20) years of service in the National Guard or Reserve

Was ordered to federal active duty (other than training) for ninety (90) days or more

**Experience & Interest**

Why are you interested in serving on the Commission?

I Feel serving on the Commission would Allow  
me to Continue to Serve, would Also allow me  
to assist Fellow Veterans.

Relevant Experience:

I served both active duty + Reserves. I am  
a disabled Vet. I have also been in Law  
enforcement For almost 30 years

**Certification**

I certify that I meet the definition of a "veteran" under Iowa Code §35.1, as required for appointment pursuant to Iowa Code §35B.3, and that I was discharged under honorable conditions or under honorable conditions (general).

I further certify that the information provided is true and correct to the best of my knowledge.

Signature: 

Date: 4/23/20

Authority: Iowa Code §§35.1, 35B.3

**For Office Use Only**

- Veteran status verified (Iowa Code §35.1)
- Discharge verified (Honorable/General)
- Documentation reviewed

Reviewed by: Sanders

Date: 05/10/2026

**MUSCATINE COUNTY COMMISSION OF VETERAN AFFAIRS**  
**APPLICATION FOR APPOINTMENT**

**Applicant Information**

Full Legal Name: Monica Elizabeth Danner

Date of Birth: 09-09-1981

Address: 3791 120th Street

City: Stockton State: IA Zip: 52769

Phone Number: 563-210-9909

Email Address: mdanner81@gmail.com

**Military Service Information**

Branch of Service: Iowa Army National Guard

Dates of Service: From January 2001 To May 2023

Type of Service (check all that apply):

Active Duty (Title 10, other than training)

National Guard

Reserve

Character of Discharge:  Honorable  General (Under Honorable Conditions)

DD-214 or Equivalent Documentation Attached:  Yes  No

**Veteran Eligibility (Iowa Code §35.1)**

Served on federal active duty (other than training purposes)

Served during a statutorily defined period of armed conflict

Has a service-connected disability incurred in the line of duty

Completed at least twenty (20) years of service in the National Guard or Reserve

Was ordered to federal active duty (other than training) for ninety (90) days or more

**Experience & Interest**

Why are you interested in serving on the Commission?

See attached word document.

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Relevant Experience:

See attached word document.

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**Certification**

I certify that I meet the definition of a "veteran" under Iowa Code §35.1, as required for appointment pursuant to Iowa Code §35B.3, and that I was discharged under honorable conditions or under honorable conditions (general).

I further certify that the information provided is true and correct to the best of my knowledge.

Signature: Monica Danner

Date: 05/07/2026

Authority: Iowa Code §§35.1, 35B.3

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**For Office Use Only**

- Veteran status verified (Iowa Code §35.1)
- Discharge verified (Honorable/General)
- Documentation reviewed

Reviewed by: Sanders

Date: 05/10/2026

## Experience & Interest:

Why are you interested in serving on the Commission?

I bring over 22 years of dedicated service with the Iowa Army National Guard, including three combat deployments - two to Iraq and one to Afghanistan. Throughout my military career, I developed strong leadership, discipline, and a deep commitment to serving others. Additionally, I spent 10 years as an Army instructor, where I trained and mentored service members across multiple functional areas, further strengthening my ability to communicate, guide, and support others effectively.

As a retired Soldier, my commitment to service remains strong. I am passionate about continuing to serve by supporting fellow veterans and ensuring they have access to the resources, advocacy, and assistance they deserve. Serving on the County Veteran Affairs Commission would provide an opportunity to give back, help address the needs of veterans in our community, and serve as a voice for those who may need guidance or representation.

I am deeply committed to participating in and supporting veteran programs at the local, state, and national levels. My goal is to make a meaningful impact by helping improve the quality of life for veterans and ensuring their service and sacrifices are honored and supported.

## Relevant Experience:

I bring over 22 years of service with the Iowa Army National Guard, including three combat deployments - two to Iraq and one to Afghanistan. Throughout my military career, I developed strong leadership, operational discipline, and a deep commitment to serving others, particularly in high-pressure and mission-critical environments. In addition, I served for 10 years as an Army instructor, where I trained and mentored service members across multiple areas, strengthening my ability to communicate effectively, guide others, and build capable teams.

Beyond my military service, I remain actively engaged in supporting the veteran community. I currently serve on two veteran-focused committees: **The Titan Project (State level)** and **the Xtreme Couture GI Foundation (National level)**. Through these roles, I collaborate with fellow veterans and organizations to provide support, resources, and advocacy for those who have served. These experiences have broadened my understanding of the challenges veterans face and reinforced my commitment to helping them navigate available services and opportunities.

My combined military and committee experience has equipped me with the skills, perspective, and passion to effectively support and advocate for veterans at the local, state, and national levels.

# MUSCATINE COUNTY COMMISSION OF VETERAN AFFAIRS

## APPLICATION FOR APPOINTMENT

### Applicant Information

Full Legal Name: Aaron Eli Heath

Date of Birth: 31 Jan 1982

Address: 2581 Jasper Avenue

City: Letts State: IA Zip: 52754

Phone Number: 334-470-1878

Email Address: aheath123@hotmail.com

### Military Service Information

Branch of Service: Army

Dates of Service: From 21 May 2005 To 31 August 2025

Type of Service (check all that apply):

Active Duty (Title 10, other than training)

National Guard

Reserve

Character of Discharge:  Honorable  General (Under Honorable Conditions)

DD-214 or Equivalent Documentation Attached:  Yes  No

### Veteran Eligibility (Iowa Code §35.1)

Served on federal active duty (other than training purposes)

Served during a statutorily defined period of armed conflict

Has a service-connected disability incurred in the line of duty

Completed at least twenty (20) years of service in the National Guard or Reserve

Was ordered to federal active duty (other than training) for ninety (90) days or more

**Experience & Interest**

Why are you interested in serving on the Commission?

I would like to use my experience to assist current service members and future veterans, as well as giving back to my community. I hope to live in Margaret County for the long-haul and want to be connected to veteran activities.

Relevant Experience:

I have never been a part of a county commission, but I have been involved in countless successful working groups designed to gather information, have discussions, and make decisions.

**Certification**

I certify that I meet the definition of a "veteran" under Iowa Code §35.1, as required for appointment pursuant to Iowa Code §35B.3, and that I was discharged under honorable conditions or under honorable conditions (general).

I further certify that the information provided is true and correct to the best of my knowledge.

Signature: 

Date: 12 May 2026

Authority: Iowa Code §§35.1, 35B.3

**For Office Use Only**

Veteran status verified (Iowa Code §35.1)

Discharge verified (Honorable/General)

Documentation reviewed

Reviewed by: 05/10/26 Sanders

Date: 05/10/2026

**APPLICATION FOR MUSCATINE COUNTY VETERANS AFFAIRS COMMISSION**

NAME: Joseph Frank Liff

ADDRESS: 2372 B

PHONE NUMBER: 563-594-3383 EMAIL: \_\_\_\_\_

Applicant for Muscatine County Veteran Affairs Commission appointees must be a resident of Iowa who served in the armed forces of the United States at any time during the following dates and who was discharged under honorable conditions:

*World War I from April 6, 1917 through November 11, 1918*

*Occupation of Germany from November 12, 1918 through July 11, 1923*

*American expeditionary forces in Siberia from November 12, 1918 through April 30, 1920*

*Second Haitian suppression of insurrections from 1919 through 1920*

*Second Nicaragua campaign with marines or navy in Nicaragua or on combatant ships from 1926 through 1933*

*Yangtze service with navy and marines in Shanghai or in the Yangtze Valley from 1926 through 1927 and 1930 through 1932*

*China service with navy and marines from 1937 through 1939*

*World War II from December 7, 1941 through December 31, 1946*

*Korean conflict from June 25, 1950 through January 31, 1955*

*Vietnam conflict from February 28, 1961 through May 7, 1975*

*Lebanon or Grenada service from August 24, 1982 through July 31, 1984*

*Panama services from December 20, 1989 through January 31, 1990*

*Persian Gulf conflict from August 2, 1990 through the date the President or the Congress of the United States declares a cessation of hostilities*

*Former members of reserve forces, national guard, merchant marines, women's air force service pilots as defined in Chapter 35, Code of Iowa*

Please indicate the dates served in active duty, the war served in and the date of honorable discharge:

ACTIVE DUTY DATES: 2-26-1970 to 2-26-1974

WAR ERA: Viet-Nam

HONORABLE DISCHARGE DATE: 2-26-1974

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? *How much time do you need?*

Reason for applying? *learn what the veterans Affairs commission does*

Contributions you feel you can make to the Commission: *I'm 71 years old, I have traveled a lot, met millions of people and if I can help anyone, I like to do that*

Direction/role you perceive of this Commission: *I have no idea what they do,*

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? *none that I can think of at this time*

Signature *Joseph F. Bluff* Date: *4-8-2024*

**RETURN COMPLETED APPLICATION TO:**

Muscatine County Administration Office  
414 E. 3rd Street, Suite 101  
Muscatine, IA 52761-4142

or

EMAIL: <[nancy.schreiber@muscatinecountyia.gov](mailto:nancy.schreiber@muscatinecountyia.gov)>

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR

*Renewed / 04/13/2026*  
*Verified / Sanders 05/10/2026*

**MUSCATINE COUNTY COMMISSION OF VETERAN AFFAIRS**

**APPLICATION FOR APPOINTMENT**

**Applicant Information**

Full Legal Name: Matthew Michael Madson

Date of Birth: 10/31/1970

Address: 2774 Burlington Rd

City: Letts State: IA Zip: 52754

Phone Number: 515-293-0781

Email Address: matmmadsen@gmail.com

**Military Service Information**

Branch of Service: USAF

Dates of Service: From 1989 To 1993

Type of Service (check all that apply):

Active Duty (Title 10, other than training)

National Guard

Reserve

Character of Discharge:  Honorable  General (Under Honorable Conditions)

DD-214 or Equivalent Documentation Attached:  Yes  No

**Veteran Eligibility (Iowa Code §35.1)**

Served on federal active duty (other than training purposes)

Served during a statutorily defined period of armed conflict

Has a service-connected disability incurred in the line of duty

Completed at least twenty (20) years of service in the National Guard or Reserve

Was ordered to federal active duty (other than training) for ninety (90) days or more

**Experience & Interest**

Why are you interested in serving on the Commission?

I've always been about giving back to the community esp. Veterans and kids groups. I'm interested because going through the VA system I've noticed good things and things that need to change. I've had my eyes opened during the disability process.

Relevant Experience:

Retired Paramedic, USAF Security Forces, disabled Veteran, Help with Pony Express, Help with local special needs programs, Have a outdoor gun show yearly and donate all funds to local programs/groups, current Deputy Sheriff (retiring in couple years)

**Certification**

I certify that I meet the definition of a "veteran" under Iowa Code §35.1, as required for appointment pursuant to Iowa Code §35B.3, and that I was discharged under honorable conditions or under honorable conditions (general).

I further certify that the information provided is true and correct to the best of my knowledge.

Signature: Michael Noel

Date: 5-2-20

Authority: Iowa Code §§35.1, 35B.3

**For Office Use Only**

Veteran status verified (Iowa Code §35.1)

Discharge verified (Honorable/General)

Documentation reviewed

Reviewed by: Sanders

Date: 05/10/2020

APPLICATION FOR MUSCATINE COUNTY VETERANS AFFAIRS COMMISSION

NAME: Richard Lee Roach

ADDRESS: 2043 231st St Muscatine IA 52761

PHONE NUMBER: 563-299-0778 email: Richard182738@yahoo.com

APPLICANT FOR: Muscatine County Veteran Affairs Commission

Appointees must be a resident of Iowa who served in the armed forces of the United States at any time during the following dates and who was discharged under honorable conditions:

World War I from April 6, 1917 through November 11, 1918

Occupation of Germany from November 12, 1918 through July 11, 1923

American expeditionary forces in Siberia from November 12, 1918 through April 30, 1920

Second Haitian suppression of insurrections from 1919 through 1920

Second Nicaragua campaign with marines or navy in Nicaragua or on combatant ships from 1926 through 1933

Yangtze service with navy and marines in Shanghai or in the Yangtze Valley from 1926 through 1927 and 1930 through 1932

China service with navy and marines from 1937 through 1939

World War II from December 7, 1941 through December 31, 1946

Korean conflict from June 25, 1950 through January 31, 1955

Vietnam conflict from February 28, 1961 through May 7, 1975

Lebanon or Grenada service from August 24, 1982 through July 31, 1984

Panama services from December 20, 1989 through January 31, 1990

Persian Gulf conflict from August 2, 1990 through the date the President or the Congress of the United States declares a cessation of hostilities

Former members of reserve forces, national guard, merchant marines, women's air force service pilots as defined in Chapter 35, Code of Iowa

Please indicate the dates served in active duty, the war served in and the date of honorable discharge:

JAN 1959 - JAN 1967 BREAK JAN 97 / MAY 1984

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? depends ON MY  
Availability

• Reason for applying? to help other VETS

• Contributions you feel you can make to the Commission: depends ON The  
Need & where

• Direction/role you perceive of this Commission: UNKNOWN

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? NO

**RETURN COMPLETED APPLICATION BY 4:00 P.M. ON JUNE 14, 2024.**  
Muscatine County Administration Office, 414 E. 3rd Street, Suite 101, Muscatine, IA 52761-4142  
or email to: nancy.schreiber@muscatinecountyia.gov

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR

Renewed 04/15/2026

Verified/Sanders 05/10/2026



**APPLICATION FOR MUSCATINE COUNTY VETERANS AFFAIRS COMMISSION**

NAME: Jeffrey Wachtel

ADDRESS: 6722 Wellington Dr, Muscatine, IA 52761

PHONE NUMBER: 563-506-8796

email: jwachtel@machlink.com

APPLICANT FOR: Muscatine County Veteran Affairs Commission

Appointees must be a resident of Iowa who served in the armed forces of the United States at any time during the following dates and who was discharged under honorable conditions:

World War I from April 6, 1917 through November 11, 1918

Occupation of Germany from November 12, 1918 through July 11, 1923

American expeditionary forces in Siberia from November 12, 1918 through April 30, 1920

Second Haitian suppression of insurrections from 1919 through 1920

Second Nicaragua campaign with marines or navy in Nicaragua or on combatant ships from 1926 through 1933

Yangtze service with navy and marines in Shanghai or in the Yangtze Valley from 1926 through 1927 and 1930 through 1932

China service with navy and marines from 1937 through 1939

World War II from December 7, 1941 through December 31, 1946

Korean conflict from June 25, 1950 through January 31, 1955

Vietnam conflict from February 28, 1961 through May 7, 1975

Lebanon or Grenada service from August 24, 1982 through July 31, 1984

Panama services from December 20, 1989 through January 31, 1990

Persian Gulf conflict from August 2, 1990 through the date the President or the Congress of the United States declares a cessation of hostilities

Former members of reserve forces, national guard, merchant marines, women's air force service pilots as defined in Chapter 35, Code of Iowa

Please indicate the dates served in active duty, the war served in and the date of honorable discharge:

Nov 25th 1988 - July 29th 1994, Desert Storm, March 1st 2001

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? \_\_\_\_\_

• Reason for applying? \_\_\_\_\_

• Contributions you feel you can make to the Commission: \_\_\_\_\_

• Direction/role you perceive of this 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? \_\_\_\_\_

**RETURN COMPLETED APPLICATION BY 4:00 P.M. ON JUNE 14, 2024.**

Muscatine County Administration Office, 414 E. 3rd Street, Suite 101, Muscatine, IA 52761-4142

or email to: [nancy.schreiber@muscatinecountyia.gov](mailto:nancy.schreiber@muscatinecountyia.gov)

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR**

Renewed 04/15/2026

Verified/Sanders

05/10/2026



June 1, 2026  
Agenda Packet  
Item #16c

- Resolution #06-01-26-06 – Resolution Taking Action to Set Public Hearing on a Proposal to Enter into a General Obligation Loan Agreement in an Amount not to Exceed \$225,000

**RESOLUTION #06-01-26-06**

**RESOLUTION TAKING ACTION TO SET PUBLIC HEARING ON A  
PROPOSAL TO ENTER INTO A GENERAL OBLIGATION LOAN  
AGREEMENT IN AN AMOUNT NOT TO EXCEED \$225,000**

WHEREAS, the Board of Supervisors (the “Board”) of Muscatine County, Iowa (the “County”) now proposes to enter into a General Obligation Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$225,000, pursuant to the provisions of Section 331.402 of the Code of Iowa, for the purpose of paying the cost, to that extent, of constructing, furnishing & equipping a satellite building for the County Engineer’s Office (the “Project”), and it is necessary to fix a date of a meeting of the Board of Supervisors at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law; and

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

- Section 1. This Board shall meet on June 15, 2026, at the Muscatine County Administration Building, Muscatine, Iowa, at 9:00 a.m., at which time and place a hearing will be held and additional action taken on the Loan Agreement.
- Section 2. The County Auditor is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the County. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON PROPOSAL TO ENTER INTO A LOAN  
AGREEMENT AND TO BORROW MONEY THEREUNDER IN A  
PRINCIPAL AMOUNT NOT TO EXCEED \$225,000**

**(GENERAL OBLIGATION)**

The Board of Supervisors of Muscatine County, Iowa, will meet on June 15, 2026, at the Muscatine County Administration Building, Muscatine, Iowa, at 9:00 a.m. for the purpose of instituting proceedings and taking action to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$225,000, for the purpose of paying the costs, to that extent, of constructing, furnishing & equipping a satellite building for the County Engineer’s Office.

The Loan Agreement is proposed to be entered into, and bonds will be issued thereunder, pursuant to authority contained in Section 331.402 of the Code of Iowa. The Loan Agreement and the bonds will constitute general obligations of the County.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the County entering into the Loan Agreement will be \$0.47, however the Board of Supervisors may

determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the County may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Supervisors of Muscatine County, Iowa.

Tibe Vander Linden  
County Auditor

- Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the County declares (a) that it intends to undertake the Project which are reasonably estimated to cost approximately \$975,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the County, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project has heretofore been made by the County and no expenditures will be made by the County until after the date of this Resolution or a prior intent resolution of the County, and (c) that the County reasonably expects to reimburse the expenditures made for costs of the County out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.
- Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 5. This resolution shall be in full force and effect immediately after its adoption and approval, as provided by law.

PASSED AND APPROVED this 1<sup>st</sup> day of June, 2026.

ATTEST:

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Tibe Vander Linden  
Muscatine County Auditor

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Danny Chick, Chairperson  
Muscatine County Board of Supervisors

June 1, 2026  
Agenda Packet  
Item #16d1

- FY26-27 Secondary Roads Agreement

AGREEMENT

regarding

MUSCATINE COUNTY  
SECONDARY ROAD DEPARTMENT

between

MUSCATINE COUNTY

and

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238,  
affiliated with the  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

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July 1, 2026 to June 30, 2027

## INDEX

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**AGREEMENT**

THIS AGREEMENT entered into this 1st day of July, 2026, by and between MUSCATINE COUNTY SECONDARY ROAD DEPARTMENT, Muscatine, Iowa, hereinafter referred to as the “Employer”, and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the “Union”, represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word “Act” appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

**ARTICLE 1  
RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Muscatine County Secondary Road Department, which includes: all Muscatine County Secondary Road Department employees, including Highway Maintenance Worker, Equipment Maintenance Worker, and Roadside Manager; but excluding office and clerical employees, confidential employees, and all other employees excluded by Section 4 of the Act, and all other County employees. Reference is made to Certification Case No. 1039, dated August 8, 1977.

**ARTICLE 2  
PAYDAY**

Payday for all employees shall be every other Friday. Not over one (1) week’s pay shall be held back.

**ARTICLE 3  
PERIOD OF AGREEMENT**

This agreement shall be in full force and effect from July 1, 2026, to June 30, 2027, and shall continue in full force and effect from year to year thereafter unless either party gives written notice to change or modify the Agreement.

Signed this 27 day of MAY, 2026.

EMPLOYER

SECONDARY ROAD DEPARTMENT,  
MUSCATINE COUNTY, IOWA

By \_\_\_\_\_

Chair, Muscatine County Board of  
Supervisors

By \_\_\_\_\_

County Engineer

UNION

CHAUFFEURS, TEAMSTERS &  
HELPERS LOCAL UNION NO. 238,  
affiliated with the INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,

By 

Title BUSINESS AGENT

By \_\_\_\_\_

Title \_\_\_\_\_

**APPENDIX A  
WAGES /STEPS**

	1	2	3	
Step 1	\$23.04	\$26.66	\$30.32	Base Rate
Step 2	\$23.65	\$27.27	\$30.93	6 months
Step 3	\$24.26	\$27.88	\$31.53	1 year
Step 4	\$24.86	\$28.49	\$32.14	2 years
Step 5	\$25.47	\$29.10	\$32.75	4 years
Step 6	\$26.07	\$29.70	\$33.35	6 years
Step 7	\$26.68	\$30.31	\$33.95	8 years
Step 8	\$27.29	\$30.92	\$34.56	10 years
Step 9	\$27.89	\$31.52	\$35.16	15 years
Step 10	\$28.49	\$32.12	\$35.76	25 years

**Effective 7/1/2026: 2.5% ATB, all eligible employees shall receive step movement. There is one employee at the top step who will receive a \$.05 hourly rate raise. In addition to this hourly rate raise, the County shall provide a one-time lump sum payment of \$1,380.00 in order to bring the employee's earnings up to the equivalent of a 2.5% wage increase for Fiscal Year 26/27. The payment shall be issued with the first payroll in December and shall be treated as wages for all purposes**

**JOB CLASSIFICATIONS**

**Grade 01**

Highway Maintenance Worker

**Grade 02**

District Grader Operator  
Heavy Equipment Operator  
Roadside Manger  
Equipment Maintenance Worker

**Grade 03**

Working Foreman  
Mechanic

June 1, 2026  
Agenda Packet  
Item #16d2

- FY26-27 Corrections Agreement

**AGREEMENT**

regarding

**MUSCATINE COUNTY SHERIFF'S OFFICE  
CORRECTIONAL UNIT**

between

**MUSCATINE COUNTY**

and

**CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238,  
affiliated with  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

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**July 1, 2026 to June 30, 2027**

MUSCATINE COUNTY SHERIFF'S OFFICE  
CORRECTIONAL UNIT  
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## **AGREEMENT**

THIS AGREEMENT entered into this 1st day of July, 2026, by and between MUSCATINE COUNTY SHERIFF'S OFFICE, Muscatine, Iowa, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

### **ARTICLE 1 RECOGNITION**

The Employer hereby recognized the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Muscatine County Sheriff's Office Correctional Unit.

Included All regular full-time and regular part-time Correctional Officers employed by the Muscatine County Sheriff's Department.

Excluded All supervisory and clerical employees, cooks and all other kitchen staff and all others excluded by Iowa Code Section 20.4.

Reference is made to Amendment of Bargaining Unit and Certification Case No. 8202, dated February 22, 2010.

### **ARTICLE 2 PAYDAY**

Payday for all employees shall be every other Friday. Not over one (1) week's pay shall be held back. Those employees that get off work Thursday night (11:00 p.m.) and/or Friday morning (7:00 a.m.) shall receive their paychecks when they leave work, and the same shall apply when payday falls on a holiday and paychecks are distributed the day before.

All employee paychecks shall be put in a sealed envelope with the employee's name on the front.

At the employee's option, the Employer will direct deposit the employee's paycheck into an account at the financial institution of the employee's choosing.

**ARTICLE 3  
HOURLY RATES**

<u>Job Classification</u>		<u>Effective 07/01/25</u>	<u>Effective 07/01/26</u>
Full-Time Correctional Officer			
Step 1	Base Rate	\$23.45	\$24.09 (2.75% inc.)
Step 2	6 months	\$23.93	\$24.59
Step 3	12 months	\$24.28	\$24.95
Step 4	24 months	\$24.64	\$25.32
Step 5	48 months	\$25.01	\$25.70
Step 6	72 months	\$25.38	\$26.08
Step 7	96 months	\$25.76	\$26.47

Initial placement on a step will carryover from the contract ending 06/30/2026. Advancement to the next step is effective the first day of the two week pay cycle that includes the employee's anniversary date.

The Sheriff has the discretion to place a newly hired employee on Steps 1, 2 or 3.

Shift Differential

Correctional officers shall receive a shift differential of thirty-five cents (\$0.35) per hour on their base rate for all hours worked on second shift (3:00 p.m. to 11:00 p.m.).

Correctional officers shall receive a shift differential of thirty-five cents (\$0.35) per hour on their base rate for all hours worked on third shift (11:00 p.m. to 7:00 a.m.).

Corporal Pay

Correctional officers holding the rank of Corporal shall be paid Corporal pay of seventy-five cents (\$0.75) per hour on their base rate of pay for all hours worked.

Field Training Officer Pay

Correctional officers assigned as Field Training Officers shall be paid an additional fifty cents (\$0.50) per hour for each hour that they perform duties as a Field Training Officer.

Federal Qualifications for Transports

Employees who (a) meet federal qualifications for transports (below); and (b) who sign a participation agreement committing to make themselves available for unscheduled and unpredictable transports during and outside normal work hours will receive an annual lump sum amount of **\$450.00** to be paid during the first pay period in each December.

Federal Qualifications for Transports are defined as:

- i Obtain and maintain weapons permit
- ii Successful completion of Firearm Instructional School
- iii Successful completion of Sheriff's Office weapons qualification

**Longevity Pay**

The County will make a one-time lump sum payment of \$500.00 (less all lawful withholdings) to each employee with more than 15 years of seniority to be paid during the first pay period in December 2026.

**ARTICLE 4  
PERIOD OF AGREEMENT**

This agreement shall be in full force and effect from July 1, 2026, to June 30, 2027, and shall continue in full force and effect from year to year thereafter unless either party gives written notice to change or modify the Agreement.

Signed this 27 day of MAY, 2026.

MUSCATINE COUNTY  
SHERIFF'S OFFICE  
CORRECTIONAL UNIT

CHAUFFEURS, TEAMSTERS AND  
HELPERS, LOCAL UNION NO. 238,  
affiliated with INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: Chair, Muscatine County Board of Supervisors

Title BUSINESS AGENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Muscatine County Sheriff

Title \_\_\_\_\_

June 1, 2026  
Agenda Packet  
Item #20

- Figueroa Settlement and Release Agreement

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into between Frank Figueroa (“Mr. Figueroa”) and Muscatine County (the “County”). Muscatine County and Mr. Figueroa may be referred to in the Agreement as the “Parties.”

**WHEREAS**, on or about August 8, 2025, Mr. Figueroa filed a Petition with the Iowa District Court for Muscatine County captioned *Frank Figueroa v. Muscatine County*, Case No. LACV028004, seeking damages for claimed wrongful termination in violation of Iowa Code section 70A.29 and Intentional Interference with Business Advantage (the “Lawsuit”);

**WHEREAS**, Mr. Figueroa maintains that he should not have been involuntarily terminated and that his involuntary termination was wrongful, and the County denies any and all liability; and

**WHEREAS**, the Parties desire to resolve and settle any and all claims, demands, actions, suits, and causes of action between the Parties, including those matters which have been asserted, or could have been asserted, in the Lawsuit.

**NOW, THEREFORE**, in consideration of the mutual covenants, releases, terms, and conditions contained in this Agreement, the Parties agree as follows:

1. **Effective Date.** This Agreement shall not become effective until it is formally approved by Mr. Figueroa and the Muscatine County Board of Supervisors.

2. **Payment.** In consideration for the promises set forth herein, and subject to and condition upon Mr. Figueroa’s performance of the obligations and undertakings set forth herein, the County agrees to pay and Mr. Figueroa agrees to accept Forty Thousand (\$40,000.00) in full and final settlement of all of Mr. Figueroa’s stated and unstated claims, whether the subject of the Lawsuit or otherwise. The Forty Thousand (\$40,000.00) shall be payable as follows:

- \$10,000.00 payable to Mr. Figueroa as wages. The \$10,000.00 shall be paid to Mr. Figueroa, but for processing purposes, ICAP shall issue the amount to the County, who will then pay the \$10,000.00 to Mr. Figueroa through payroll, subject to applicable withholdings, and reported on a Form W-2.
- \$16,472 payable to Mr. Figueroa as via Form 1099.
- \$13,528 payable to O’Brien & Marquard, P.L.C.

3. **Release of Claims.** In exchange for the valid consideration above in Paragraph Two (2) of this Agreement Mr. Figueroa does fully release and forever discharge Muscatine County and its directors, officers, elected officials, employees, agents, administrators, insurers, attorneys, and all predecessors, successors, and assigns thereof, Iowa Communities Assurance Pool (ICAP), Gallagher Bassett Services, Inc., RPA, Risk Program Administrators, and its affiliates, and each of its/their owners, members, employees, officers, directors, supervisors, elected officials, volunteers, attorneys, agents, and assigns, including all subsidiary, parent, and affiliate entities (“Released Parties”) from any and all liability from any and all claims, demands, causes of action, injunctions, and liabilities of whatever kind, which were asserted or could have

been asserted in the Lawsuit, whether legal, equitable, or statutory, and all claims, demands, causes of action, injunctions, and liabilities for any damages, whenever incurred, including costs, expenses, and attorneys' fees, whether known or unknown (the "Released Claims").

The consideration exchanged between the parties is done for the public purpose of limiting the parties' time and resources involved in prolonged litigation.

4. **Dismissal of Lawsuit.** Payment as described in Paragraph 2 of this Agreement shall be made within ten (10) days of Mr. Figueroa filing a Dismissal with Prejudice of the Lawsuit.

5. **Costs and Fees.** Each Party will bear its respective costs and fees, including attorneys' fees incurred in the litigation of this matter.

6. **Beneficiaries and Assignability.** This Agreement is binding on, and shall inure to the benefit of, the Parties, their representatives, transferees, principals, executors, administrators, predecessors, successors, assigns, agents, directors, officers, elected officials, and employees.

7. **Entire Agreement.** This Agreement constitutes the entire agreement, written and oral, of the Parties, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations and agreements, written or oral. No Party is relying on any statement or representation of any other party hereto except those, if any, set forth herein. No part of this agreement may be amended, varied, or supplemented in any respect, except by a writing duly executed by each of the parties hereto or their authorized representatives.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

9. **Severability.** If any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

10. **Jointly Drafted.** Because the Parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the Parties.

11. **Representation.** The Parties acknowledge that they have each had the opportunity to consult with legal counsel of their own choosing regarding the terms of this Agreement, and that they have either done so or voluntarily elected not to do so. Mr. Figueroa is represented by Kelsey Marquard of O'Brien & Marquard, P.L.C. and Muscatine County is represented by Holly Corkery of Lynch Dallas Legal. The Parties further acknowledge that they have read and understand this Agreement and enter into it knowingly, voluntarily, and without coercion.

12. **Iowa Code Chapter 22** The Parties acknowledge and agree that this Agreement constitutes a public record subject to disclosure pursuant to Iowa Code Chapter 22. The County will respond to public records requests in accordance with applicable law. The parties agree that if a request for records pursuant to Iowa Code Chapter 22 is made to the County for Mr. Figueroa's termination letter, the County will produce a copy of this Agreement with the termination letter. Mr. Figueroa acknowledges and agrees that any failure by the County to produce this Agreement in response to a particular request shall not constitute a breach of this Agreement and shall not give rise to any claim for damages or other relief.

In addition to the above, the Parties agree that Mr. Figueroa continues to dispute that his termination was proper. The County will continue to internally characterize Mr. Figueroa's termination as an involuntary termination in its records; however, if a third-party inquires about Mr. Figueroa's employment history, the County will respond with dates of employment only, unless additional information required to be produced under Iowa Code Chapter 22. In that event, and to the extent applicable to the request, the County's obligation to produce the termination letter together with this Agreement, as set forth above, shall apply.

**FULLY UNDERSTANDING THE ABOVE PROVISIONS, THE PARTIES  
KNOWINGLY AND VOLUNTARILY AGREE TO THE TERMS OF THIS  
SETTLEMENT AGREEMENT AND RELEASE.**

Date \_\_\_\_\_  
Muscatine County  
By:

Date 05/27/26  
\_\_\_\_\_  
Frank Figueroa (May 27, 2026 22:05:31 CDT)  
Mr. Figueroa  
By: