

IN THE IOWA DISTRICT COURT FOR WOODBURY COUNTY

STATE OF IOWA, Plaintiff, vs. BRANDON BRADSHAW, Defendant.	Nos. SRCR125412 and SMSM522692 RULING ON DEFENDANT'S MOTION TO DISMISS
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On January 21, 2026, a hearing was held on the Defendant's Motion to Dismiss, filed on December 23, 2025. The State filed a resistance on January 16, 2026. The State appeared by Assistant Woodbury County Attorney Nicholas Matney. The Defendant appeared personally and with counsel, Scott Bixenman. The hearing was reported by Certified Shorthand Reporter Brooke Betsworth.

Evidence was presented through the testimony of the Defendant and Defendant's Exhibits 101 through 106, which were received over the State's objections¹. No further evidence was offered, and arguments were made by the parties.

STATEMENT OF FACTS

On November 4, 2025, Officers with the Sioux City Police Department were dispatched to the 3500 block of Ridge Avenue for a male, later identified as the Defendant, spray-painting flowers over manhole covers that belonged to the City of Sioux City. When police made contact with the Defendant, he had in his possession an open

¹ While the State is accurate that an evidentiary hearing is not permissible when a Motion to Dismiss is "based on a claim that the facts alleged in the trial information and attached minutes do not constitute the offence charged in the trial information. In this circumstance, the only relevant inquiry by the Court is whether the facts the State has alleged in the trial information and attached minutes charge a crime as a matter of law." *State v. Gonzalez*, 718 N.W.2d 304, 309 (Iowa 2006). However, in the case at hand, the Motion to Dismiss was based on some other legal ground that relied wholly on factual assertions that were outside the Minutes of Testimony and the Court's record.

alcoholic beverage that he was consuming in public and a black backpack containing different cans of spray paint. The Defendant was arrested and charged with Criminal Mischief in the Fourth Degree, a Serious Misdemeanor, in violation of Iowa Code sections 716.1 and 716.6 (SRCR125412) and Consumption of Alcohol in a Public Place, a Simple Misdemeanor, in violation of Iowa Code section 123.46(2) (SMSM522692). The State of Iowa, by and through Assistant Woodbury County Attorney Nicholas Matney, filed a Trial Information on November 12, 2025, formally charging the Defendant with Criminal Mischief in the Fourth Degree.

Since his arrest, this matter has gained significant public attention. From the evidence presented, some members of the public expressed strong displeasure with the city and the police for arresting the Defendant. Due to this attention, the Siouxland Chamber of Commerce, the Mayor of the City of Sioux City, and the Defendant, with his attorney, engaged in conversations about resolving the matter as a whole in a mutually beneficial way for the City of Sioux City and Mr. Bradshaw.

On November 20, 2025, 16 days after his arrest and 8 days after formal charges were brought by the County Attorney, the Mayor of Sioux City, the President of the Siouxland Chamber of Commerce, and the Defendant executed a Memorandum of Agreement wherein the Defendant agreed to “seek approval from the office of the City Manager prior to engaging in future art projects on City-owned property.” (Exhibit 102). Additionally, in the signed Memorandum of Agreement, the parties agreed that “[t]he City and its legal department, *in consultation and agreement with the Woodbury County Attorney's office*, and at the specific request of the Siouxland Chamber of Commerce, agree to dismiss the criminal charges outlined above. In consideration of the same,

Bradshaw agrees to pay the Court costs associated with such dismissals." (emphasis added).

The Woodbury County Attorney and his designees (hereafter referred to as "the County Attorney") assert that they were not part of the plea discussions, nor were they consulted, or in agreement with the proposed resolution indicated in the Memorandum of Agreement. No evidence has been provided that the County Attorney was involved or even consulted about these discussions and the ultimate proposed resolution, nor that they authorized the Mayor and the Siouxland Chamber of Commerce to negotiate on its behalf in this matter.

On November 25, 2025, the Sioux City Journal published an article detailing the situation, which included statements by the Defendant admitting to painting the flowers in the street, as well as images of him painting similar flowers. (Exhibit 104). On November 26, 2025, The Wall Street Journal published an article on the situation, which also included statements by the Defendant, as well as images of him painting flowers on other property. The article further discusses the agreement reached with the City of Sioux City, which indicated the Defendant had signed it the week prior, "but his attorney was told the next day that the local prosecutor hadn't given approval." (Exhibit 105).

Defendant now seeks the dismissal of these cases.

PRINCIPLES OF LAW AND ANALYSIS

Iowa R. Crim. P.2.11(8) establishes a mechanism through which a criminal Defendant may attempt to obtain dismissal of a trial information. Pursuant to Rule 2.11(8):

A motion to dismiss the . . . information may be made on the ground that the matters stated do not constitute the offense charged, that a prosecution for that offense is barred by the statute of limitations, or that the prosecution is barred by some other legal ground. If the Court concludes that the motion is meritorious, it

shall dismiss the . . . information unless the prosecuting attorney furnishes an amendment that cures the defect.

Id.

Iowa law identifies the powers of the County Attorney and the powers conferred to the Mayor. With respect to the Mayor's duties, Iowa Code 372.14 states:

1. The mayor is the chief executive officer of the city and presiding officer of the council. Except for the supervisory duties which have been delegated by law to a city manager, the mayor shall supervise all city officers and departments.
2. The mayor may take command of the police and govern the city by proclamation, upon making a determination that a time of emergency or public danger exists. Within the city limits, the mayor has all the powers conferred upon the sheriff to suppress disorders.

The County Attorney is not a city officer or department.

Instead, Iowa Code 331.756 list significant duties to be performed by the County Attorney and his designees, of which includes the duty to "Diligently enforce or cause to be enforced in the county, state laws and county ordinances, violations of which may be commenced or prosecuted in the name of the state, county, or as county attorney, except as otherwise provided." Iowa Code 331.756(1). "In our criminal justice system, the decision whether to prosecute, and if so on what charges, is a matter ordinarily within the discretion of the duly elected prosecutor." *State v. Iowa Dist. Court for Johnson County*, 568 N.W.2d 505, 508 (Iowa 1997), citing *State v. Kyle*, 271 N.W.2d 689, 693 (Iowa 1978); *State v. Uebberheim*, 263 N.W.2d 710, 712 (Iowa 1978). "The decision whether to bring charges is at the heart of the prosecutorial function." *Id.* citing *Hike v. Hall*, 427 N.W.2d 158, 160 (Iowa 1988).

As part of its duties, the prosecutor may engage in plea negotiations. Iowa R. Crim. P.2.10(1). "The prosecuting attorney and the Defendant's attorney may engage in discussions toward reaching a plea agreement, i.e., an agreement that the Defendant will

plead guilty to one or more offenses in return for one or more concessions by the State.”

Id. Iowa R. Crim. P.2.33(1) states: “The court, upon its own motion or the application of the prosecuting attorney, in the furtherance of justice, may order the dismissal of any pending criminal prosecution, the reasons therefore being stated in the order and entered of record, and no such prosecution shall be discontinued or abandoned in any other manner.” It is clear from the Rules of Criminal Procedure that the ability and decision to enter into plea negotiations and the decision to dismiss a case are rooted in the prosecuting attorney’s discretion.

In the present case, it was not the County Attorney who engaged in plea bargaining with the Defendant, but the Mayor and the President of the Siouxland Chamber of Commerce. While the Court acknowledges the desire of those parties to reach an amicable solution to the situation as a whole, neither of those individuals possessed the statutory or legal power or authority to engage in plea bargaining or negotiate the resolution of these criminal cases. As a matter of law, plea negotiations and decisions regarding charging, dismissing, entering into plea negotiations, and prosecutorial functions lie soundly with the County Attorney. This authority is actual and is based in law, otherwise known as *de jure* authority.

No evidence was provided that the County Attorney had been consulted, and the Defendant acknowledges that the Mayor did not have the actual authority to engage in plea negotiations in this matter². Defendant does, however, assert that the Mayor had apparent authority to act in this matter. While the Defendant does not seek to specifically

² From the filings and statements of counsel, both parties concede that the County Attorney was not included during the discussions with the Mayor and the President of the Siouxland Chamber of Commerce, and that the resolution proposed was not “in consultation with and agreement with the Woodbury County Attorney’s Office.”

enforce the plea agreement reached with the Mayor, he seeks to have the matter dismissed due to reliance on the Mayor's apparent authority in making the assertions and the actions the Defendant took thereafter.

Turning first to whether the Mayor had apparent authority to act on behalf of the County Attorney, the Court looks to principles of agency.

"Agency can be established by actual or apparent authority." *S3 Development, LLC. v. HGR Investments, Inc.* 973 N.W.2d 881 (Table), 2021 WL 5475590 (Iowa Ct. App. 2021), *citing Frontier Leasing Corp. v. Links Eng'g, LLC*, 781 N.W.2d 772, 776 (Iowa 2010). The Court of Appeals stated that:

Actual authority to act is created when a principal intentionally confers authority on the agent either by writing or through other conduct which, reasonably interpreted, allows the agent to believe that he has the power to act. Actual authority includes both express and implied authority. Express authority is derived from specific instructions by the principal in setting out duties, while implied authority is actual authority circumstantially proved.

Id. (emphasis omitted) quoting *Hendricks v. Great Plains Supply Co.*, 609 N.W.2d 486, 493 (Iowa 2000). "Apparent authority is authority the principal has knowingly permitted or held the agent out as possessing." *Id.* "Thus, actual authority focuses on the principal's communications to the agent, while apparent authority focuses on the principal's communications to third parties." *Id.*; *Hendricks v. Great Plains Supply Co.*, 609 N.W.2d at 493. "Under both actual and apparent authority, the alleged principal's communications and actions must lead to the agency relationship". *Id.* The party asserting an agency relationship bears the burden of proof by a preponderance of the evidence. *Id.* See also *Hendricks v. Great Plains Supply Co.*, 609 N.W.2d at 493.

As stated previously, the County Attorney is vested with the authority to prosecute violations of state law. See Iowa Code 331.756(1). The County Attorney has *de jure*

authority, or authority that is authorized by law, the constitution, or other legal grounds. The Iowa Supreme Court has recognized instances where an agency outside the County Attorney's office may not have the actual or *de jure* authority, but *de facto* authority could exist, finding that a City Attorney could prosecute State charges under a cooperation agreement reached between the two agencies. *City of Windsor Heights v. Spanos*, 572 N.W.2d 591 (Iowa 1997). In that matter, the agencies had an agreement to allow the City Attorney to prosecute some criminal statutory offenses, such as traffic and simple misdemeanors. *Id.* The Court ultimately held that the agreement did not comply strictly with the conditions of Iowa Code 28E and therefore the City Attorney did not have *de jure* authority; however, it found that the City Attorney had *de facto* authority. *Id.* at 593-594. ("The *de facto* officer theory applies where a *qualified* official, by *technical infirmity*, does not validly hold the official position." See *State v. Palmer*, 554 N.W.2d 859, 865-66 (Iowa 1996)).

The Iowa Supreme Court went on further to state, "[t]he City Attorney's lack of legal authority as to these charges arose not from an unauthorized usurpation of that power from the county attorney, but from an apparent defect in the process by which that power was delegated by the county attorney to the city attorney." *City of Windsor Heights v. Spanos*, 572 N.W.2d at 594. While the Court ultimately found that the offense charged was outside the scope of the authority extended to the City Attorney, it did determine that the City Attorney had *de facto* authority based upon an actual agreement with the County Attorney and the delegation of its duties to the City Attorney.

In the present matter, no evidence has been presented to indicate that the County Attorney knowingly permitted or held out the Mayor and the Chamber of Commerce as

possessing any authority to enter into plea negotiations. No evidence has been presented that the County Attorney expressly delegated its duties to the Mayor so that he could engage in plea negotiations to resolve either of the underlying matters. Furthermore, the State exercised its actual authority in filing charges against the Defendant. The Defendant was aware that the matter was being prosecuted by the State of Iowa, specifically the Woodbury County Attorney's Office, and was aware of the individual Assistant Woodbury County Attorney assigned to the matter, yet that attorney was not consulted in this proposed resolution by any of the parties. The Court cannot hold that the County Attorney should be bound by unauthorized plea negotiations conducted by an agency with no legal authority to make such promises of leniency, nor done with any action by the County Attorney to confer that authority to said agency. To find otherwise would allow any individual to assert that they consulted with the County Attorney and subsequently bind the County Attorney to the terms of said promises, a result that goes against the duties and ethical obligations bestowed upon the County Attorney and his officers. The Court finds that the Mayor did not have actual, apparent authority, or de facto authority to enter into plea negotiations with the Defendant.

The Court next turns to the Defendant's claim that the matter should be dismissed due to his detrimental reliance on the Mayor's assertion that the matters would be dismissed. "Due process is designed to ensure fundamental fairness in interactions between individuals and the state." *State v. Nail*, 743 N.W.2d 535 (Iowa 2007). "A substantive due process violation is not easy to prove." *Lennette v. State*, 975 N.W.2d 380, 393-394 (Iowa 2022), quoting *Blumenthal Inv. Trs. v. City of West Des Moines*, 636 N.W.2d 255, 265 (Iowa 2001). "The claim 'is reserved for the most egregious

governmental abuses against liberty or property rights, abuses that 'shock the conscience or otherwise offend ... judicial notions of fairness ... [and that are] offensive to human dignity.' " *Id.* (omissions and alteration in original) (quoting *Rivkin v. Dover Twp. Rent Leveling Bd.*, 143 N.J. 352, 671 A.2d 567, 575 (1996)).

In support of his motion, Defendant cites four cases: *State v. Kuchenreuther*; *State v. Hodges*; *State v. Bullock*; and *State v. Iowa Dist. Court for Johnson County*. In *State v. Kuchenreuther*, the County Attorney engaged in plea negotiations directly with Kuchenreuther wherein, in exchange for his cooperation in the prosecution of others, "[t]he County Attorney agrees that other than charging the said Darwin Ray Kuchenreuther for disturbing the peace he will at no time file a County Attorney's Information nor prosecute on any preliminary information nor present information to a grand jury nor will he allow any other means of whatever nature to be used to prosecute Darwin Ray Kuchenreuther for any crimes of whatever nature committed up to and including the 10th day of January 1972." 218 N.W.2d 621, 622. While the Supreme Court did vacate the conviction and remand with instructions to dismiss, that was based upon a plea agreement reached with the County Attorney and not another separate government entity, as is in the case at hand.

In *State v. Hodges*, the Iowa Supreme Court addressed promises of leniency by a law enforcement officer and the effect on the admissibility of confessions and inculpatory statements. 326 N.W.2d 345 (Iowa 1982). In that case, police officers informed Hodges that if he would give a statement to the police, "there would be a much better chance of him receiving a lesser offense than first degree murder." *Id.* at 347. In that matter, the Court found that the promises of leniency weighed heavily on whether the statements

were knowingly and voluntarily made, ultimately finding that they were not admissible and therefore the matter was remanded for a new trial. *Id.* The curative mechanism for the incriminating statements made to law enforcement was prohibiting the State from relying on the statements, not the dismissal of the action.³

In *State v. Bullock*, the Iowa Supreme Court addressed whether a County Attorney could appeal a trial court's order to merge charges, whether the charges of second-degree sexual abuse and first-degree burglary should be merged, and whether the trial court had the authority to determine the length of any future registration on the Sex Offender Registry. 638 N.W.2d 728 (Iowa 2002). The ruling did not address due process claims, nor did it discuss the enforcement of government promises or dismissal when the promise induced detrimental reliance, as stated by the Defendant. The Court finds the ruling to be wholly unrelated to the propositions asserted and does not find this ruling to have any bearing on the issues raised.

In *State v. Iowa Dist. Court for Johnson County*, the Iowa Supreme Court reviewed "District Court orders directing a grand jury to investigate a shooting death caused by a police officer, disqualifying the county attorney, and appointing a special prosecutor." 568 N.W.2d 505 (Iowa 1997). The Supreme Court ultimately found that the District Court's orders were inappropriate and outside its authority. This case did not stand for the proposition that due process requires the enforcement of government promises or requires dismissal where the promise induced detrimental reliance, as asserted by the

³The Court notes that the hearing held was based upon a Motion to Dismiss and not a Motion to Suppress. On a Motion to Suppress, with proper notice of the specific statements and grounds, the burden is on the State to prove that the statements "were the product of an essentially free and unconstrained choice, made by the defendant at a time when his will was not overborne nor his capacity for self-determination critically impaired." *State v. Cullison*, 227 N.W.2d 121, 127 (Iowa 1975). Any determination as to the admissibility of the statements, should be made after a full and fair hearing is held.

Defendant.

The Court does find this case to be helpful on the issue of prosecutorial functions, though. "In our criminal justice system, the decision whether to prosecute, and if so on what charges, is a matter ordinarily within the discretion of the duly elected prosecutor." *State v. Iowa Dist. Court for Johnson County*, 568 N.W.2d at 508, citing *State v. Kyle*, 271 N.W.2d 689, 693 (Iowa 1978); *State v. Uebberheim*, 263 N.W.2d 710, 712 (Iowa 1978). "The decision whether to bring charges is at the heart of the prosecutorial function." *Id.* citing *Hike v. Hall*, 427 N.W.2d 158, 160 (Iowa 1988).

For this reason it is the general rule that

[a] prosecutor is not subject to judicial supervision in determining what charges to bring and how to draft accusatory pleadings, but is protected from judicial oversight by the doctrine of separation of powers. Thus, mandamus will not lie to compel a prosecuting attorney to institute a criminal prosecution, since the acts of a prosecuting attorney are not purely ministerial acts, but involve, in large measure, learning and the exercise of discretion.

Id. citing 63C Am.Jur.2d *Prosecuting Attorneys* § 21, at 134-35 (1997). "The prosecutor in a criminal case shall refrain from prosecuting a charge that the prosecutor knows or reasonably should know is not supported by probable cause." Iowa Rules of Professional Conduct 32:3.8. "Under this rule a county attorney owes a duty to do justice, not only for the accusers, but also for the accused." *State v. Iowa Dist. Court for Johnson County*, 568 N.W.2d at 508. "Whether there [is] probable cause to prosecute [an individual] was a matter for assessment by the prosecutor, not the Court." *Id.* This again makes it clear that it is the County Attorney who is tasked with the functions related to bringing charges for the violation of State Statutes and the overall prosecution of charges.

While the Court has found that the State did not engage in plea negotiations, nor did it delegate its authority to another to engage in negotiations on its behalf, the Court

does find guidance from cases addressing the prosecutor's failure to follow plea agreements, specifically on the issue of detrimental reliance. In *State v. Edwards*, the Iowa Supreme Court held:

The State may withdraw from a plea bargain at any time prior to, but not after, actual entry of the guilty plea by defendant or other action by defendant constituting detrimental reliance upon the arrangement. *Shields v. State*, 374 A.2d 816, 818-20 (Del.1977); See *State v. Brockman*, 277 Md. 687, 357 A.2d 376 (1976); *Wynn v. State*, 22 Md.App. 165, 322 A.2d 564 (1974); *People v. Heiler*, 79 Mich.App. 714, 262 N.W.2d 890 (1977); *State ex rel. Gray v. McClure*, 242 S.E.2d 704 (W.Va.1978).

The rationale behind these decisions was articulated well in *Heiler*:

Although we do not condone the conduct of the prosecutor's office in this case, *neither do we think it proper*, in the absence of a finding of abuse of prosecutorial discretion and resultant prejudice to defendant, *for the trial judge to undertake to impose upon the prosecutor an agreement with terms he believes to be unwise*. Such agreements are not binding upon the prosecutor, in the absence of prejudice to a defendant resulting from reliance thereon, until they receive judicial sanction, anymore than they are binding upon defendants (who are always free to withdraw from plea agreements prior to entry of their guilty plea regardless of any prejudice to the prosecution that may result from a breach). To hold the prosecutor bound by the agreement under the circumstances outlined above would, we believe, actually inhibit the dispositional use of plea bargaining by placing the prosecutor at an absolute disadvantage. This, too, violates our fundamental sense of fair play. Absent any showing or allegation of prejudice to the defense resulting from the prosecutor's breach of faith, we decline to permit judicial intrusion upon the function of his office.

279 N.W. 2d 9, 11 (Iowa 1979), *citing People v. Heiler*, 79 Mich .App. 714, 721-22, 262 N.W.2d 890 (1977) (emphasis added)

"The crucial test of detriment or prejudice is whether the Defendant has suffered harm from reliance on the plea bargain." *State v. Epps*, 316 N.W.2d 691, 694 (Iowa 1982); See *State v. Wenzel*, 306 N.W.2d 769, 771 (Iowa 1981) ("We also cannot find any harm to the defendants in this case since they were allowed to withdraw their pleas.").

The Defendant asserts that he would not have made admissions to the media had he

known that the County Attorney had not agreed to the proposed resolution in this matter. The Court was not informed when the actual interviews between the Defendant and the media occurred; however, the exhibits support that the Defendant had “gone viral” on Facebook prior to the agreement reached between the Mayor and him. (Exhibits 104 and 105). Additionally, by the Defendant’s own evidence, once the County Attorney learned of the unauthorized agreement, it immediately informed the Defendant’s attorney that it hadn’t given its approval and disavowed the proposed resolution. This communication occurred the day after the Defendant signed the agreement, at least a week prior to the publishing of the Wall Street Journal Article. The Court does not find sufficient evidence has been presented to demonstrate actual prejudice that was induced by any action on the part of the County Attorney.

CONCLUSION

The ability to engage in plea negotiations involving violations of State Law lies with the County Attorney. The Mayor and Chamber of Commerce lacked the actual authority to engage in these negotiations, and any plea agreement is not binding on the State. The Court cannot hold that the County Attorney should be bound by unauthorized plea negotiations conducted by an agency with no legal authority to make such promises of leniency, nor done with any overt action by the County Attorney to confer that authority to said agency. Furthermore, the Court does not find sufficient evidence has been presented to demonstrate actual prejudice based upon any action on the part of the County Attorney.

As to the ultimate admissibility of the statements, the Court makes no determination at this time, as that should be raised in a Motion to Suppress and an evidentiary hearing held should the appropriate motions be filed. The Trial Information is

not dismissed.

IT IS THEREFORE ORDERED:

1. All of the above.
2. Defendant's Motion to Dismiss is DENIED.
3. Clerk to notify interested parties.

SO ORDERED.

SO ORDERED.



State of Iowa Courts

Case Number

SRCR125412

Type:**Case Title**STATE VS BRADSHAW, BRANDON SCOTT
OTHER ORDER

So Ordered

Melinda Wicks, District Associate Judge,
Third Judicial District of Iowa

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