



BOARD OF SUPERVISORS

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Thad Nearmyer

Doug Cupples

Brandon Talsma

December 9, 2025

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/5521026/4ec7ae74bc>

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

Pledge of Allegiance

Item 1 Engineer – Nicole Williams
a) Purple Wave Action Agreement

Item 2 Approval of Board of Supervisors Minutes from December 2, 2025

Item 3 Board Appointments

PUBLIC INPUT & COMMENTS

Close Session requested by Scott Nicholson in Accordance with Iowa Code Section 21.5(c)
to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

INTERNET AUCTION AGREEMENT



purplewave.com
Straight. Simple. Sold.®

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. 825 Levee Dr., Manhattan, KS 66502, 866-608-9283 ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1, online account, or any Property list, as set forth below:

ANTICIPATED AUCTION DATE(S): _____ TITLE: _____

SELLER INFORMATION: Customer Number: 4 9428 Segment: Government

Seller Legal Name: _____ Company Name: Jasper County Highway Department

Seller Address: 910 North 11th Avenue East City: Newton State: IA Zip: 50208

Phone: 641.521.6018 Email: mfrietsch@jasperia.org

Representative Name: _____ Title: _____

SETTLEMENT: The Auctioneer will distribute auction proceeds to Seller within 15 business days of auction or receipt of all title or ownership documents, whichever is later. The Auctioneer will deduct its fees directly from the auction proceeds prior to settlement. All settlements are subject to the Auctioneer's ability to collect auction proceeds from buyers and subject to lawful encumbrances, withholding orders, or security interests. In the event of a dispute about Property ownership, claims affecting the property, or settlement, the Seller authorizes the auctioneer to hold money in escrow pending the resolution of any such claim.

SELLER FEES: Seller shall pay a listing fee of \$100 per lot, If applicable, Seller will also pay a service fee(s) of _____%

Of the winning bid(s). Other: _____

Internal Use Only	G
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OWNERSHIP: - Does the Seller own all of the Property to be sold at Auction? Yes ☐ No ☐

If No, please provide documentation with the Seller's legal authority to sell the Property: _____

- Is a separate parent or subsidiary legal entity involved? Yes ☐ No ☐

If Yes, Please identify the name of the related entity: _____

- Does the Seller owe any money on the Property? Yes ☐ No ☐

- Is the Property pledged as collateral or securing a debt or line of credit? Yes ☐ No ☐

IF MONEY IS OWED OR IF THE PROPERTY IS PLEDGED AS COLLATERAL, PLEASE IDENTIFY ALL LENDERS OR FINANCIAL INSTITUTIONS:

Lending Institution: _____ Contact: _____ Phone: _____

Lending Institution: _____ Contact: _____ Phone: _____

OTHER CLAIMS AGAINST PROPERTY: Seller represents and warrants it has listed all encumbrances and security interests affecting the Property, Seller, or owner (if different). Seller hereby provides Seller's written consent for Auctioneer to work directly with any financial institution, government agency, encumbering party, or otherwise to clear or manage any security interest or lien affecting the Property or Property transferability. Seller authorizes Auctioneer to perform, at its discretion, title, lien, or UCC searches related to the sale of Property. Seller's authorization for Auctioneer to check security interests in no way relieves the Seller of the duty to accurately disclose security interests or encumbrances affecting the Property or Property owner. Seller represents and warrants that Seller owns and has the authority to sell the Property without consent of any third party and without condition except as noted above. Unless otherwise agreed, Seller will ensure Property is, or will be, free and clear of encumbrances or liens before the conclusion of the Auction. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property in the event a third party claims to have any interest in the Property. To the extent a government agency cannot agree to indemnification by law, this indemnification duty shall not apply.

PROCEEDINGS AFFECTING PROPERTY: Does the Seller have a recent, current, or pending bankruptcy, lawsuit, tax lien, SBA Covid-19 EIDL loan, or any other circumstance that could result in another party making a claim against the Property or the auction proceeds. Yes ☐ No ☐

SIGNATURES: The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying exhibits or documents referred to in this Agreement, if any, is the entire agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. Seller's representative below has authority to commit the Seller contractually and agrees to the Agreement including the Terms & Conditions on the following page.

Seller: _____	_____	_____	_____
Signature	Printed	Title	Date
Attest: _____	_____	_____	_____
Signature	Printed	Title	Date
Auctioneer: _____	<u>Jamie Wilcox</u>	<u>Account Manager</u>	<u>12.04.2025</u>
Signature	Printed	Title	Date

TERMS AND CONDITIONS

EXCLUSIVE LISTING AND HOSTING. As agreed upon, the Seller shall host inspections, answer bidder questions about the Property, and coordinate the release of Property directly with the buyer. As of the effective date of this Agreement, the Seller shall cease all use of the Property to be sold at auction unless otherwise communicated to Auctioneer in writing. Seller shall withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. The Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction. The Auctioneer shall refuse consent to withdraw Property at auction if doing such would be in violation of any rule, regulation, or industry standard. If Seller withdraws Property without the Auctioneer's consent, the Seller agrees to pay Auctioneer liquidated damages of 50% of the estimated sale price plus the buyer's premium of 10% on the estimated sale price. To the extent allowed by law, the Auctioneer shall be entitled to reasonable attorney fees for collection costs associated with the Seller's failure to sell or release the Property to the highest bidder as set forth in this Agreement. The Parties acknowledge that the liquidated damages are reasonable and account for reputational damages to Auctioneer.

USE OF THE WEBSITE. The Property will be sold in an Internet-only auction on the Auctioneer's website at www.purplewave.com. The Auctioneer, in its sole and absolute discretion, will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer immediately. The Seller agrees Auctioneer may post the Auction results and listings on Auctioneer's affiliates and syndicates' website both before and after the auction.

TITLES. Seller authorizes the Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction, including bills of sale, titles, or requests for duplicate titles. If required, the Seller shall execute any additional powers of attorney as may be required to transfer lawful title to any buyer.

RIGHT TO POSTPONE. In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

PROPERTY CONDITION. The Property will be represented and sold in its "AS IS, WHERE IS" condition, without warranties of any kind by Seller or Auctioneer. Notwithstanding, Seller agrees to accurately disclose all Property information and condition disclosures and represents that Property is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. The Seller agrees to pay for all costs and fines for any violation of applicable emission laws, ordinances, or regulations. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the Property except in situations where Auctioneer, or its agents, are at fault. Seller shall otherwise assume full responsibility for such Property losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder or the Property is deemed abandoned by the buyer pursuant to Auctioneer's buyer terms and conditions.

UNRESERVED AUCTION. The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun, and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although the Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. The Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer. For Illinois Auctions, unless otherwise agreed upon, the Auctioneer shall pay auction advertising costs. If applicable, the Auctioneer shall pay actual advertising costs exceeding 120% of the estimated costs, unless otherwise agreed in writing. Illinois Auction Firm License # 444.000465.

SHILL BIDDING PROHIBITED. It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is declared the winning bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Commission and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

COLLECTIONS. Auctioneer will use reasonable efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. The Auctioneer will collect and remit sales taxes in accordance with state and local regulations. The Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the auction proceeds. In the event of a default, the Auctioneer shall be authorized to relist the Property for the Seller on the same terms as contained herein unless the Seller objects to the relist as soon as practicable after the default.

COMPENSATION. Seller agrees to pay Auctioneer the Seller fee previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer shall collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS. After collecting payment for the Property, the Auctioneer will notify the Seller. After receiving notice of proof of payment, the Seller shall coordinate and release the Property to the winning bidder. The Seller shall notify Auctioneer if there are removal issues, or the buyer has not removed the Property by the removal deadline. If Seller fails to release the Property, the Seller agrees to pay Auctioneer liquidated damages of 50% of the Property's sale price. To the extent allowed by law, the Auctioneer shall be entitled to reasonable attorney fees for the Seller's failure to release the Property. The Parties acknowledge that the liquidated damages are reasonable and account for reputational damages to Auctioneer. In the event the Seller fails to release Property, the Parties agree that the Auctioneer may seek equitable or legal relief at the Seller or Auctioneer's location. The Parties agree to waive any bond requirement for any type of action related to securing the release of the Property.

LIMITATION OF LIABILITY FOR PROPERTY LOSSES OR DAMAGES. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON CLAIMED BY THE OTHER PARTY, INCLUDING WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT, WHETHER THIS LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF THESE DAMAGES. AUCTIONEER'S LIABILITY FOR DAMAGE TO PROPERTY IS LIMITED TO THE LESSER OF (I) THE ACTUAL COST TO REPAIR THE DAMAGE CAUSED BY THE NEGLIGENCE OF AUCTIONEER; OR (II) THE ORDERLY LIQUIDATION FAIR MARKET VALUE OF THE PROPERTY CAUSED BY THE NEGLIGENCE OF AUCTIONEER. IN NO EVENT WILL AUCTIONEER BE LIABLE FOR ANY DAMAGE TO PROPERTY DUE TO A WEATHER EVENT OR OTHER AN ACT OF GOD.

JURISDICTION. Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions, nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.

December 2, 2025

Tuesday, December 2, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma and Nearmyer present and accounted for Chairman Talsma presiding. Supervisor Cupples was absent.

Motion by Nearmyer, seconded by Talsma to open a 3rd Public Hearing for Marcus and Cheryl Fricke requesting a rezone for parcel #02.07.376.001 from agricultural (A) to rural residential large lot (RR5) also known as Lot 1 in FINAL PLAT – THE OAKS SUBDIVISION in the Southeast Quarter of Section 7, Township 81 North, Range 20 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in plat cabinet A, page 729 in the Office of the Recorder of said County.

YEA: NEARMYER & TALSMAS

Marcus Fricke spoke with the Board regarding the history of the property and the potential plans for the parcel in the future. The Zoning Board unanimously voted to deny the zoning request.

Motion by Nearmyer, seconded by Talsma to close the Public Hearing.

YEA: NEARMYER & TALSMAS

Motion by Nearmyer, seconded by Talsma to deny the rezone request for Marcus and Cheryl Fricke for parcel #02.07.376.001 from agricultural (A) to rural residential large lot (RR5) also known as Lot 1 in FINAL PLAT – THE OAKS SUBDIVISION in the Southeast Quarter of Section 7, Township 81 North, Range 20 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in plat cabinet A, page 729 in the Office of the Recorder of said County.

YEA: NEARMYER & TALSMAS

Motion by Nearmyer, seconded by Talsma to adopt Resolution 25-153, a hiring resolution certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Detention Officer (Full-Time)	Tyke Vander Wilt	\$23.10	Hire-In 1A Union Scale as of (8/23/25)	12/10/25

YEA: NEARMYER & TALSMAS

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

County Treasurer, Doug Bishop spoke with the Board regarding the realignment of positions in the Treasurer's Office. Doug would like to pull the Deputies in his office out from under the Treasurer's position and make them team leaders in salary positions. This would eliminate the position of the Elected Officials, getting no increases and that trickling down to the Deputies. The Board would like to continue to explore this option and work with Dennis Simon. There was no action taken.

Maintenance Director, Adam Sparks received quotes for moving an a/c unit from the roof of the Jasper County Sheriff's Office to the basement. There was a total of 2 quotes presented:

The Waldinger Corporation	\$8,245.00
Reeves Heating & Cooling	\$8,068.00

Motion by Nearmyer, seconded by Talsma to approve the quote from The Waldinger Corporation in the amount of \$8,245.00 to move the a/c unit from the roof to the basement of the Jasper County Sheriff's Office.

YEA: NEARMYER

NAY: TALSMA

Motion fails since it was a tie.

Motion by Nearmyer, seconded by Talsma to adopt Resolution 25-154, applying for modifications to the County Farm to Market system.

YEA: NEARMYER & TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Nearmyer, seconded by Talsma to approve the only bid submitted for Spring 2026 granular resurfacing to Martin Marietta in the amount of \$2,827,375.50.

YEA: NEARMYER & TALSMA

Motion by Nearmyer, seconded by Talsma to approve claims paid through December 2, 2025.

YEA: NEARMYER & TALSMA

Motion by Nearmyer, seconded by Cupples to approve the Board of Supervisors minutes from November 25, 2025.

YEA: NEARMYER & TALSMA

There were no Board Appointments.

Jasper County Recorder, Denise Allan announced her retirement from Jasper County after 35 years effective December 31, 2025.

Motion by Nearmyer, seconded by Talsma to adjourn from the regular meeting and enter into the work session.

YEA: NEARMYER & TALSMA

IT Director, Ryan Eaton, spoke with the Board regarding the Mobile App for Jasper County. Ryan received a quote from the same company that the Sheriff's Office and Emergency Management are working with. The tentative quote would be \$8,000 for the setup and roughly \$16,000 every year after for support and maintenance of the App. Ryan and Jenn will continue to work with vendors to get slideshows for the Board to compare each company. Ryan also spoke with the Board about Artificial Intelligence (AI) and going through our vendor with our current phone system.

Motion by Nearmyer, seconded by Talsma to adjourn the Tuesday, December 2, 2025, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER & TALSMA