



# BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

**February 17, 2026 9:30 a.m.**

**Live Stream:** [https://vimeo.com/live/broadcaster/event/5722716#event\\_settings](https://vimeo.com/live/broadcaster/event/5722716#event_settings)

[www.jasperia.org](http://www.jasperia.org)

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

## **Amended Agenda**

### **Pledge of Allegiance**

- Item 1 Public Hearing 1<sup>st</sup> Reading – Engineer – Mike Frietsch**  
a) Public Hearing for the Vacation of Right-of-Way Easement on S 28th Ave W west of the IAIS Railroad Crossing west of Colfax Iowa
- Item 2 Engineer – Mike Frietsch**  
a) Set Public Hearings for the Vacation of Right-of-Way Easement on S 28<sup>th</sup> Ave W west of the IAIS Railroad Crossing west of Colfax  
*(Recommended Dates & Times: March 3<sup>rd</sup> and March 10, 2026, at 9:30 am in the Board of Supervisors Room)*
- Item 3 Public Hearing 1<sup>st</sup> Reading – Engineer – Mike Frietsch**  
a) Public Hearing for 28E Agreement Between Jasper County and the City of Monroe, Iowa Regarding Rodeo Avenue also known as E Washington Street
- Item 4 Engineer – Mike Frietsch**  
a) Approval of Permanent Easement for Public Highway on Parcel 1115100001 as Owned by John M Brandhof Revocable Trust with Compensation in the Amount of \$623.95 in Cash Payout and Improvements to an Existing Field Entrance Valued at \$2,500 for a Total Compensation of \$3,123.95  
b) Approve Memorandum of Understanding Between Jasper County Iowa and John M Brandhof Revocable Trust, Concerning Improvements to and Future Maintenance of a Field Entrance and Associated Culvert Pipe  
c) Approve Resolution Setting Policy and Procedures for Dust Control Application on Granular Surface Roads in Jasper County  
d) Set Public Hearing Date and Time for the Amended 2026 County Five Year Program (CFYP)  
*(Recommended Dates & Times: March 3<sup>rd</sup> March 10<sup>th</sup>, and March 17, 2026, at 9:30 am in the Board of Supervisors Room)*
- Item 5 Recorder – Joe Otto**  
a) Appointment of Deputies  
a. Deputy Recorder – Michelle Hull  
b. Deputy Recorder – Pamela Keenan
- Item 6 Veteran’s Commission – Jerry Nelson**  
a) Veteran Affairs Director Pay Increase

***Continue to Page 2***



# BOARD OF SUPERVISORS

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

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- Item 7** Resolution Approving Transfer Order #1567
- Item 8** Approval of Board of Supervisors Minutes from February 10, 2026
- Item 9** Board Appointments
- Item 10** Opening Bids for the Training Facility Bids at 10:00 am

## PUBLIC INPUT & COMMENTS

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**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.

**Close Session requested by Dennis Simon 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.

### After the Regular Meeting

#### Work Session

- a) Newburg Alley Vacation
- b) 250<sup>th</sup> Celebration Committee
- c) Next Steps on the T-38 Bridge over the Railroad Project

Resolution No. \_\_\_\_\_

**RESOLUTION VACATING A PORTION OF S 28<sup>th</sup> AVE W FROM IOWA INTERSTATE  
RAILROAD RIGHT-OF-WAY ALONG HIGHWAY F-48 W TO A POINT WEST  
APPROXIMATELY 0.2 MILES**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage.

FURTHER RESOLVED that public hearings were held on February 17, 2026, February 24, 2026, and March 3<sup>rd</sup>, 2026. No objections were received, either in writing or by the people present.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

**PARCEL 1 ROADWAY EASEMENT VACATION DESCRIPTION**

**That part of roadway easement to be vacated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:**

**Commencing at the Southeast Corner of said Section 3;**

**thence on an assumed bearing South 89 degrees 59 minutes 02 seconds West 262.67 feet along the south line of the Southeast Quarter of said Section 3 to the north right of way line of the Iowa Interstate Railroad and the point of beginning;**

**thence South 89 degrees 59 minutes 02 seconds West 826.17 feet along said south line;**

**thence North 00 degrees 00 minutes 58 seconds West 33.00 feet;**

**thence North 89 degrees 59 minutes 02 seconds East 351.67 feet;**

**thence North 74 degrees 40 minutes 49 seconds East 512.32 feet;**

**thence along a 144.31 feet radius curve, concave to the southeast, having a central angle of 23 degrees 10 minutes 36 seconds, and a chord bearing North 86 degrees 12 minutes 08 seconds East 57.98 feet;**

**thence along a 104.21 feet radius curve, concave to the southwest, having a central angle of 36 degrees 20 minutes 00 seconds, and a chord bearing South 63 degrees 39 minutes 02 seconds East 64.98 feet;**

**thence South 16 degrees 45 minutes 43 seconds East 100.07 feet to the said north right of way line of the Iowa Interstate Railroad;**

**thence South 73 degrees 55 minutes 42 seconds West 171.23 feet along said north right of way line to the point of beginning.**

**Said tract contains 1.83 acres.**

**PARCEL 2 ROADWAY EASEMENT VACATION DESCRIPTION**

**That part of roadway easement to be vacated in the Northeast Quarter of the Northeast Quarter of Section 10, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:**

**Commencing at the Northeast Corner of said Section 10;  
thence on an assumed bearing South 89 degrees 59 minutes 02 seconds West 262.67 feet along the north line of the Northeast Quarter of said Section 10 to the north right of way line of the Iowa Interstate Railroad and the point of beginning;  
thence South 73 degrees 55 minutes 42 seconds West 690.89 feet along said north right of way line;  
thence North 08 degrees 34 minutes 32 seconds West 111.97 feet;  
thence South 89 degrees 59 minutes 02 seconds West 310.12 feet;  
thence North 00 degrees 00 minutes 58 seconds West 33.00 feet to said north line of the Northeast Quarter of said Section 10;  
thence North 89 degrees 59 minutes 02 seconds East 826.17 feet along said north line of the Northeast Quarter of said Section 10 to the point of beginning.**

**Said tract contains 1 .09 acres.**

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), an equal split of the adjacent strip to record owners of such respective adjoining parcels or as agreed upon by said owners, subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Thad Nearmyer  
Chairman Board of Supervisors

\_\_\_\_\_  
Doug Cupples  
Board of Supervisors

\_\_\_\_\_  
Brandon Talsma  
Board of Supervisors

ATTEST: \_\_\_\_\_  
Jenna Jennings  
County Auditor

INDEX LEGEND

COUNTY: Jasper  
SECTIONS: 3, T-79N, R-21W, SE 1/4 of the SE 1/4  
10, T-79N, R-21W, NE 1/4 of the NE 1/4  
SURVEY FOR: Jasper County Engineer, Newton, IA  
OWNERS: State of Iowa, Des Moines, IA  
Cecil Moffitt Farms, LLC, Altoona, IA  
REFERENCED DOCUMENTS: Inst. No. 2017-03807  
Bk. 1125 P. 265, Bk. 1125 P. 123  
SURVEYOR & SURVEY COMPANY:  
Jason S. Lowry, P.L.S.  
Lowry Land Services, L.L.C.  
752 Diamond Trail Rd., Searsboro, Iowa 50242  
PREPARED BY AND RETURN TO:  
Jason S. Lowry, P.L.S.  
752 Diamond Trail Rd., Searsboro, Iowa 50242  
(641) 521-1160, lowrylandservices@gmail.com

**RIGHT OF WAY VACATION PLAT - PARCELS 1 & 2**  
Part of the SE 1/4 of the SE 1/4, SEC. 3, and Part of the  
NE 1/4 of the NE 1/4, SEC. 10, T-79N, R-21W, JASPER COUNTY, IOWA  
(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

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thence South 89 degrees 59 minutes 02 seconds West 826.17 feet along said south line;  
thence North 00 degrees 00 minutes 58 seconds West 33.00 feet;  
thence North 89 degrees 59 minutes 02 seconds East 351.67 feet;  
thence North 74 degrees 40 minutes 49 seconds East 512.32 feet;  
thence along a 144.31 feet radius curve, concave to the southeast, having a central angle of 23 degrees 10 minutes 36 seconds, and a chord bearing North 86 degrees 12 minutes 08 seconds East 57.98 feet;  
thence along a 104.21 feet radius curve, concave to the southwest, having a central angle of 36 degrees 20 minutes 00 seconds, and a chord bearing South 63 degrees 39 minutes 02 seconds East 64.98 feet;  
thence South 16 degrees 45 minutes 43 seconds East 100.07 feet to the said north right of way line of the Iowa Interstate Railroad;  
thence South 73 degrees 55 minutes 42 seconds West 171.23 feet along said north right of way line to the point of beginning.

Said tract contains 1.83 acres.

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That part of roadway easement to be vacated in the Northeast Quarter of the Northeast Quarter of Section 10, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

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thence South 89 degrees 59 minutes 02 seconds West 310.12 feet;  
thence North 00 degrees 00 minutes 58 seconds West 33.00 feet to said north line of the Northeast Quarter of said Section 10;  
thence North 89 degrees 59 minutes 02 seconds East 826.17 feet along said north line of the Northeast Quarter of said Section 10 to the point of beginning.

Said tract contains 1.09 acres.

MEASURED DISTANCE/BEARING - (M)  
RECORDED DISTANCE/BEARING - (R)

MONUMENTS

- ▲ - found: sec. cor. (pipe, stone, etc.)
- - set 5/8" x 18" rebar with pink plastic cap P.L.S. 22291
- - no monument found or set
- - found lot cor. (1/2" yellow plastic capped rebar, P.L.S. #12068, unless otherwise noted)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2027

Pages covered by this seal: 1 - 2

*Jason S. Lowry*  
Jason S. Lowry

02/13/2026

Iowa Lic. No. 22291

Date

**LOWRY LAND SERVICES, L.L.C.**

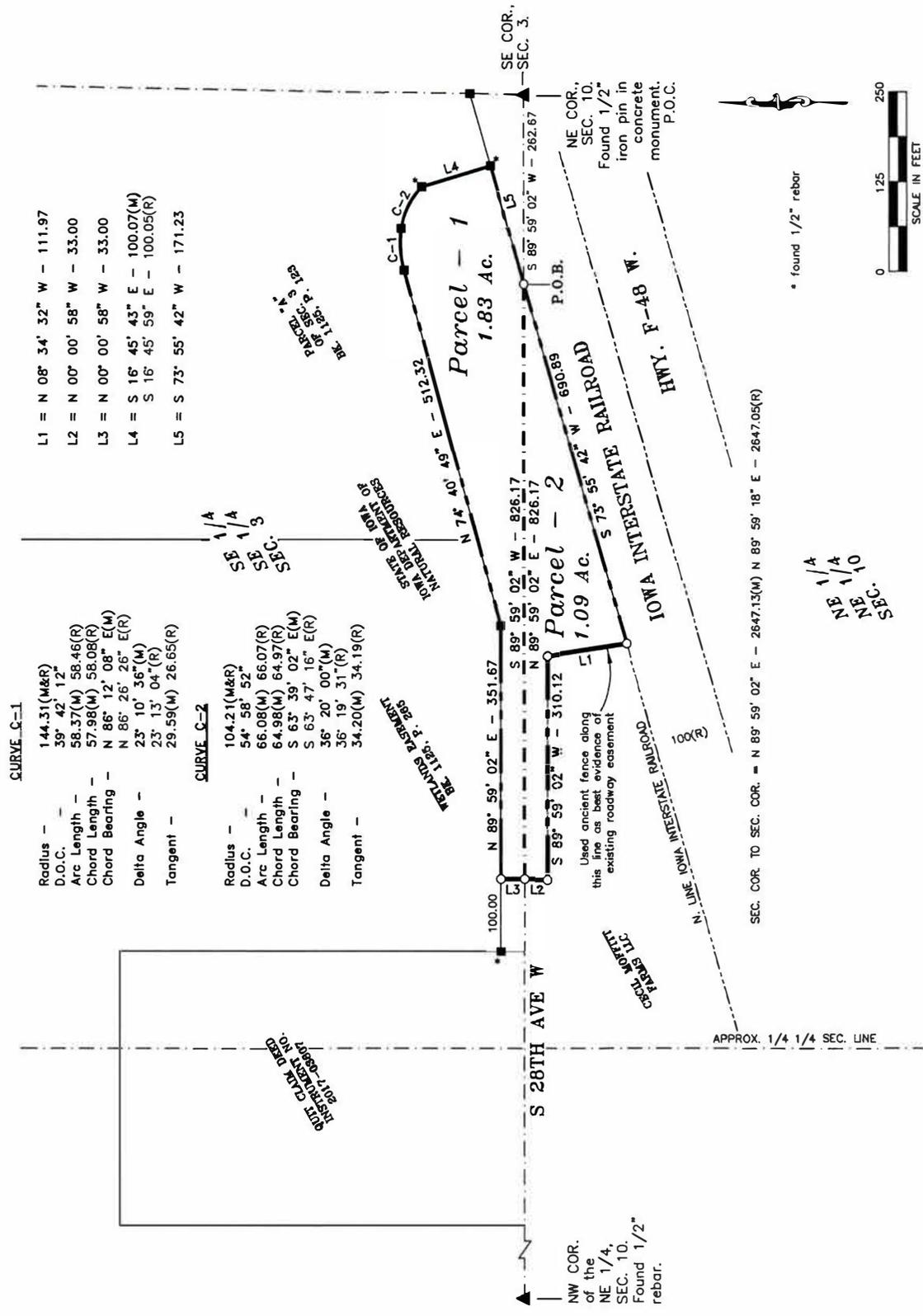
752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

# RIGHT OF WAY VACATION PLAT - PARCELS 1 & 2

Part of the SE 1/4 of the SE 1/4, SEC. 3, and Part of the  
NE 1/4 of the NE 1/4, SEC. 10, T-79N, R-21W, JASPER COUNTY, IOWA

**SURVEYOR'S NOTE**

The intent of this survey is to vacate the present established Jasper County Highway Easement described.





AREA OF  
RIGHT-OF-WAY  
VACATION

WEST LIMITS OF  
COLFAX IOWA

DESCRIPTION	BY	DATE	REV



S 28TH AVE W VACATION

LOCATION MAP

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND MONROE, IOWA  
REGARDING THE DIVISION OF COSTS AND RESPONSIBILITIES FOR  
REGRADE, RESURFACING, AND ONGOING MAINTENANCE OF RODEO  
AVENUE ALSO KNOWN AS E WASHINGTON STREET**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, under authority of Iowa Code Chapter 28E, by and between the City Council of Monroe, Iowa, hereinafter referred to as MONROE, and the Board of Supervisors of Jasper County, Iowa, hereinafter referred to as JASPER. The parties mutually agree as follows:

WHEREAS, Rodeo Avenue, as known in JASPER, continues west past the corporate limits of MONROE, continuing as E Washington Street in MONROE, is in accordance with Iowa Code 306.4, considered a municipal street whose jurisdiction and control are vested solely in the City Council of Monroe; and

WHEREAS, under Chapter 28E, Code of Iowa, MONROE and JASPER may, as public agencies, enter into an agreement to cooperate in such a way as to provide joint services to their constituents and to cooperate in other ways of mutual advantage; and

WHEREAS, the road known as E Washington Street in MONROE for 0.2 miles west of the corporate limit, whose right-of-way is solely under MONROE is granular surfaced; and

WHEREAS, estimated cost of regrading and resurfacing this 0.2 mile section of E Washington Street in MONROE is three thousand three hundred dollars (\$3,300) at Year 1 of this agreement and every tenth year thereafter at a cost compounded from Year 1 at a three percent (3%) minimum annual rate of increase, and

WHEREAS, estimated cost of ongoing maintenance of this 0.2 miles of E Washington Street in MONROE is one thousand dollars (\$1,000) per year plus a three percent (3%) minimum annual rate of increase for Year 2 and each year thereafter, and

WHEREAS, it is deemed in the best interest of MONROE and JASPER, and of their respective citizens and businesses that the two public agencies jointly undertake to regrade, resurface, and complete ongoing maintenance for this section of E Washington Street and with the JASPER providing certain necessary services related to said work.

**1. PURPOSE**

- a. The purpose of the Agreement is to specify administration and funding responsibilities for a 0.2 mile section of E Washington Street in Monroe.

**2. OWNERSHIP**

- a. The jurisdiction of this section of road will be solely with MONROE, however, JASPER shall continue to provide the necessary regrading, resurfacing, and maintenance for this roadway section as stipulated by this agreement.

3. ADMINISTRATION

- a. JASPER has been designated as the Lead agency for this agreement and hereby consents to that designation. The Jasper County Engineer is the administrator of the Agreement. In addition to other duties, the Jasper County Engineer or designated representative(s) shall act to execute the work in accordance with this agreement.

4. TASKS

- a. Except as provided, the Work shall be administered as follows:
  - i. JASPER shall at Year 1, and every tenth year thereafter grade and shape ditches, grade and shape the road surface, and apply new surfacing materials at a minimum rate of 600 tons per mile.
  - ii. JASPER shall at Year 1, and every year thereafter provide new surface materials and blade the surface at least two (2) times per year. JASPER makes no commitment to the amount of surface materials provided.
  - iii. JASPER shall at Year 1, and every year thereafter shall provide snow removal services during the winter months per the current POLICY AND LEVEL OF SERVICE IN RESPECT TO CLEARANCE OF SNOW OR ICE AND THE MAINTENANCE OF JASPER COUNTY'S SECONDARY ROADS DURING THE WINTER MONTHS.
  - iv. JASPER will request 100% reimbursement from MONROE for services rendered. MONROE will be invoiced by JASPER on or by June 30<sup>th</sup> of each fiscal year in which services are rendered. Payment shall be made within one (1) year of invoice date.

5. TIMETABLE

- a. The work shall commence following the effective date of this Agreement, subject to the stated terms and provisions. JASPER shall fix reasonable dates thereafter for the completion of the work.

6. PROJECT COUNSEL

- a. The MONROE City Attorney and the Jasper County Attorney shall act as legal counsel for their respective parties to carry out this Agreement.

7. HOLD HARMLESS

- a. Each party agrees to indemnify and to hold the other party, its elected officials, officers, agents, employees, successors, and assigns harmless for and against all claims, demands, actions, and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney fees, which the other party, its successors and assigns, may incur or sustain by reason of its failure to legally or timely meet responsibilities imposed herein or by reason of the death or injury of persons or damage to property caused by the failure of such party to fully perform and comply with the terms and obligations of either this Agreement or the construction contract.

8. LIMITATIONS

- a. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased, and each party shall finance its own operations for the duties required pursuant to this Agreement. Materials that are used in construction become part of the road and bridge and shall be held as property thereby.

9. TERMINATION

- a. Either party may terminate this Agreement at any time. Notice of termination shall be sent to the other party's principal place of doing business by registered mail and shall specify reasons for termination. The effective date of termination shall be thirty (30) days after receipt of written notice. Any costs incurred by JASPER prior to the effective date of termination shall be reimbursed by MONROE.

10. DURATION

- a. This agreement shall remain effected upon its execution and shall remain in effect until terminated by either party.

11. BREACH

- a. In the event of a breach by either party of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

12. EXECUTION OF AGREEMENT

- a. The parties shall approve this Agreement by resolution or motion of their respective Council or Board, which shall authorize the execution of the document. It will then be filed in the offices of the Iowa Secretary of State and the Jasper County Recorder's Office, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded and shall be effective until terminated as provided herein.

IN WITNESS WHEREOF, Jasper County has caused this Agreement to be duly executed in its name and on its behalf by its Chair and MONROE has caused this Agreement to be duly executed by its Mayor, on or as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

**JASPER COUNTY**

\_\_\_\_\_  
Thad Nearmyer, Chairman  
Jasper County Board of Supervisors

ATTEST: \_\_\_\_\_  
Jenna Jennings, Auditor

**CITY OF MONROE**

\_\_\_\_\_  
Doug Duinink  
City of Monroe Mayor

ATTEST: \_\_\_\_\_  
Kim Thomas, City Clerk

**Prepared by and Return to: Jasper County Highway Department, 910 N 11<sup>th</sup> Ave E, Newton, IA 50208**  
**Permanent Easement for Public Highway**  
**Parcel No. 1115100001**

For the consideration of six hundred twenty three and 95/100 -----( \$623.95 )-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa. Brandhof, John M Rev Trust, of Mithellville, State of Iowa, do hereby grant to Jasper County, Iowa a permanent construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

THE EASEMENT RIGHT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT PARCEL - 3

A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 79 NORTH, RANGE 21 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF JASPER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 89°44'11" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 33.00 FEET; THENCE SOUTH 0° 22'31" WEST, 33.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF S. 44TH AVENUE WAND THE POINT OF BEGINNING; THENCE SOUTH 89°44'11" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 219.98 FEET; THENCE SOUTH 0° 15'49" WEST, 10.00 FEET; THENCE NORTH 89°44'11" WEST, 220.00 FEET TO THE EAST RIGHT- OF- WAY LINE OF W 124TH STREET S.; THENCE NORTH 0° 22'31" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,200 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

This easement and transfer is exempt for transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple, that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated Jan 23, 20 26 (SIGN IN INK)

John M Brandhof

STATE OF Iowa, COUNTY OF Jasper ss:

On this 23<sup>rd</sup> day of January, 20 26, before me, the undersigned, a Notary Public in and for said state, personally appeared John M Brandhof to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Nicole Williams (Sign in Ink)  
Nicole Williams (Print/Type Name)  
Notary Public in and for the State



**MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY IOWA AND JOHN M BRANDHOF REVOCABLE TRUST, CONCERNING IMPROVEMENTS TO AND FUTURE MAINTENANCE OF A FIELD ENTRANCE AND ASSOCIATED CULVERT PIPE**

1. **PARTIES AND PURPOSE.** This Memorandum of Understanding is between Jasper County Iowa, hereafter known as Party 1, and John M Brandhof Revocable Trust, hereafter known as Party 2. The purpose of this Memorandum of Understanding is to address details of one (1) field entrance improvement within the County of Jasper that is connected to property owned by the John M Brandhof Revocable Trust.
2. **TERM OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding is effective upon the date of its signing, and it shall be perpetual unless otherwise noted hereafter.
3. **PARTY 1 DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this agreement, Party 1 shall pay for and implement a plan to improve the existing field entrance located along the east side of W 124<sup>th</sup> St S approximately 0.4 miles north of S 52<sup>nd</sup> Ave W. Entrance is onto Party 2 property along W 124<sup>th</sup> St S. Improvements shall include the addition of a culvert pipe and the widening of the entrance top. See Exhibit A attached for a location drawing of this field entrances. Party 1 agrees to construct the field entrance in accordance with reasonable construction standards with similar situated projects.
4. **PARTY 2 DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this Memorandum of Understanding and the completion of the improvements by Party 1 as described in Article 3, Party 2 agrees to assume full responsibility for the ongoing maintenance and future replacement of said entrance and associated culvert pipe. Furthermore, upon the completion of the field entrance improvements, Party 2 shall fully indemnify, hold harmless and defend Party 1 from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, which arises out of or relates to any act or omission of the Party 2 in relationship to this driveway entrance.
5. **REMEDIES OF THE PARTIES.** Party 1 and Party 2 are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain a judgment for costs and reasonable attorney fees. However, the parties agree that any legal disputes shall be litigated in Jasper County, Iowa.
6. **MODIFICATION OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding may be modified by written agreement between the parties.

**(SIGNATURE LINES ON PAGE 2)**

The parties are causing this Memorandum of Understanding to be become binding and effective as of the date when all parties have signed this Memorandum of Understanding.

JASPER COUNTY, IOWA

By: \_\_\_\_\_  
Thad Nearmyer, Chairman Jasper  
County Board of Supervisors

John M Brandhof Revocable Trust  
By: John M. Brandhof Revocable Trust

ATTEST:

Date: 1-23-, 2026

By: \_\_\_\_\_  
Jenna Jennings, Auditor  
Jasper County, Iowa

Date: \_\_\_\_\_, 2026

STATE OF IOWA )  
 )  
COUNTY OF Jasper ) SS:

This record was acknowledged before me on January 23, 2026, by JOHN M BRANDHOF REVOCABLE TRUST.

Nicole Williams  
Notary Public



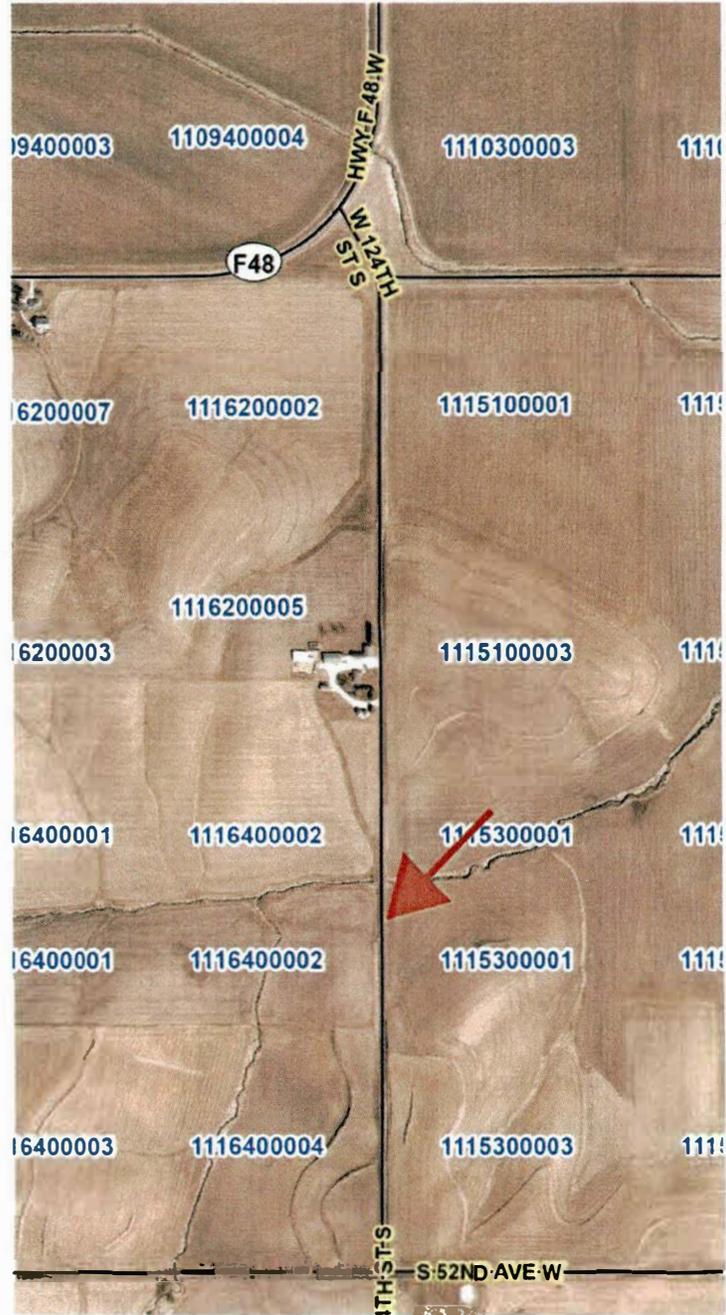
STATE OF IOWA )  
 )  
COUNTY OF JASPER ) SS:

This record was acknowledged before me on \_\_\_\_\_, 2026, by **Thad Nearmyer** and **Jenna Jennings**, as the **Chairman of the Board of Supervisors**, and **Auditor**, respectively, of **Jasper County, Iowa**.

\_\_\_\_\_  
Notary Public

# Exhibit A

## Field Entrance Location Map



Resolution No. \_\_\_\_\_

**RESOLUTION SETTING POLICY AND PROCEDURES FOR DUST CONTROL  
APPLICATION ON GRANULAR SURFACED ROADS IN JASPER COUNTY**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_

WHEREAS, Jasper County, through its Secondary Roads Department, allows dust control products to be applied to granular surface roads under the jurisdiction of its County Board of Supervisors; and

WHEREAS, contractors who are pre-approved by the Jasper County Secondary Roads Department will be allowed to apply dust control at certain periods of the year in Jasper County. A list of pre-approved contractors can be found through the Jasper County website under Engineer's Office and Secondary Roads Department Resources & Links page or by contacting the Secondary Roads Department directly; and

WHEREAS, the pre-approved contractors shall only apply dust control products that meet or exceed applicable local, state, and federal regulations and shall submit product data, SDS sheets, and other pertinent documentation for said products to the Jasper County Engineer for final review and acceptance; and

WHEREAS, Jasper County reserves the right to blade through, at no cost to the county, products applied by non-pre-approved contractors and/or products deemed unacceptable by the Jasper County Engineer; and

WHEREAS, each pre-approved contractor shall provide Jasper County with a written schedule that includes each applicant's address, dust control product, application rate and length, and an approximate application date, two (2) working weeks prior to the anticipated earliest start date; and

WHEREAS Jasper County will, upon receiving the written schedule(s) from pre-approved contractors, prepare the road surface, which could include ditch cleaning, blading and reshaping, and the placement of new materials, prior to dust control application. Road surface preparation scope will be determined by the Secondary Roads Department. Roads may be subject to further preparation prior to second treatment; and

WHEREAS, Jasper County requires each pre-approved contractor to collect a fee for road preparation in the amount of 16.7¢ per linear foot of applied product. This fee is collected by the pre-approved contractor and remitted to Jasper County upon the completion of the work; and

WHEREAS, the pre-approved contractor shall collect and process payments for dust control services. Jasper County will not process applications nor accept payment for dust control services; and

WHEREAS, the pre-approved contractor shall handle complaints or issues with the dust control application or their level of service, Jasper County upon receiving said complaints will forward those complaints to the pre-approved contractor; and,

WHEREAS, the pre-approved contractor is responsible for resolving discrepancies in type, length, or rate of application with the applicant. Jasper County will not act as a mediator or an arbitrator in the resolution of disputes; and

WHEREAS, Jasper County will set sign up deadlines. Deadlines will be established with the pre-approved contractors. Late applications will not be accepted. Applicants are advised to contact a pre-approved contractor at the beginning of each year and request notification of deadlines; and

WHEREAS, applicants shall mark the limits of their own dust control application and maintain those markings until October 1<sup>st</sup> of each year; and

WHEREAS, applicants are obligated to address surface defects, potholes, wheel tracking, etc., in the treated area(s) and maintain a smooth driving surface. Costs associated with this work shall be borne solely by the applicant; and

WHEREAS, Jasper County will provide one written notice to the applicant regarding surface defects, giving said applicant one (1) calendar week to address said surface defects, at which time, if still unresolved, the Secondary Roads Department shall take corrective actions and then not allow retreatment for the remainder of the year; and

WHEREAS, Jasper County reserves the right to blade through any area that is no longer marked and is not obligated to provide re-application or any compensation for dust control of these unmarked areas; and.

WHEREAS, Jasper County will begin preparing roads for winter on or after October 1 of each year. Preparation may include scarifying, blading, placement of additional rock, and reshaping. Dust control areas, regardless of whether they are marked, will be prepared for winter and no retreatment will be allowed or provided. Jasper County will make no exceptions based upon actual weather conditions experienced on or after October 1<sup>st</sup>.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the above described policies and procedures regarding the application of dust control products on granular surfaced roads.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Thad Nearmyer

\_\_\_\_\_  
Brandon Talsma

\_\_\_\_\_  
Doug Cupples

ATTEST: \_\_\_\_\_ Jenna Jennings  
Jasper County Auditor

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

FORM 90

STATE OF IOWA, Jasper COUNTY, ss.

I, Joe Otto of Jasper

County, Iowa, do hereby constitute and appoint Michelle Hull as deputy for a period of January 27, 2026,

and do hereby authorize and empower him/her to do and perform in my name as such Deputy Recorder all acts and things that may lawfully be done by him/her as such Deputy Recorder

This commission expires December 31, 2026, unless sooner revoked, or when said Deputy ceases to perform above named duties.

Given under my hand this 27 day of January, A. D. 2026.

[Signature]  
Recorder of Jasper County.

STATE OF IOWA, Jasper COUNTY, ss.

I, Michelle Hull, having been appointed a Deputy Recorder

of Jasper County, under Recorder

of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Recorder as now or hereafter required by law.

[Signature]

Subscribed and sworn to before me, this 27 day of January, A. D. 2026.



[Signature]

Above appointment approved by the Board of Supervisors of Jasper County, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by resolution, Minute Book \_\_\_\_\_

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\_\_\_\_\_, Chairman.

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

FORM 90

STATE OF IOWA, Jasper COUNTY, ss.

I, Joe Otto of Jasper

County, Iowa, do hereby constitute and appoint Pamela Keenan as deputy for a period of  
from January 27, 2026,

and do hereby authorize and empower him/her to do and perform in my name as such Deputy Recorder  
all acts and things that may lawfully be done by him/her as such Deputy Recorder

This commission expires December 31, 2026, unless sooner revoked, or when said Deputy  
ceases to perform above named duties.

Given under my hand this 27 day of January, A. D. 2026.

[Signature]  
Recorder of Jasper County.

STATE OF IOWA, Jasper COUNTY, ss.

I, Pamela Keenan, having been appointed a Deputy Recorder  
of Jasper County, under \_\_\_\_\_

\_\_\_\_\_ of said County, do solemnly swear that I will support the Constitution of the United  
States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties  
of Deputy Recorder \_\_\_\_\_ as now or hereafter required by law.

[Signature]

Subscribed and sworn to before me, this 27 day of January, A. D. 2026.



[Signature]

Above appointment approved by the Board of Supervisors of Jasper County, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by resolution, Minute Book \_\_\_\_\_

Page \_\_\_\_\_

\_\_\_\_\_, Chairman.

Resolution \_\_\_\_\_

STATE OF IOWA }  
Jasper County }

**TRANSFER ORDER**

\$600,000.00

Newton, Iowa, February 17, 2026

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Six hundred thousand dollars and 00/100\*\*

From: 00001-  
General Fund

To: 0002-  
General Supplemental Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest

No. 1567



\_\_\_\_\_  
Auditor/Designee

Tuesday, February 10, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples, Talsma, and Nearmyer present and accounted for Chairman Nearmyer presiding.

Motion by Talsma, seconded by Cupples to open the 1<sup>st</sup> reading of the Public Hearing for Andrew and Karen Albers requesting a rezone for parcel # 10.02.300.005 from agricultural (A) to rural residential large lot (RR5) located at the Southwest Quarter of the Southwest Quarter of Section Two, Township Eighty North, Range Seventeen West of the Fifth p.m., Jasper County, Iowa, EXCEPT Parcel A of the Southwest Quarter of the Southwest Quarter of said Section Two, as appears of record in Plat of Survey in Book 1156, page 443 in the Office of the Recorder of said County.

YEA: NEARMYER, TALSMA, CUPPLES

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

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve the rezone request for Andrew and Karen Albers requesting a rezone for parcel # 10.02.300.005 from agricultural (A) to rural residential large lot (RR5).

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to open the 1<sup>st</sup> reading of the Public Hearing for Marvin and Jane Jenkins requesting a rezone for parcel # 07.35.300.002 from agricultural (A) to rural residential large lot (RR5) located at the East one-fourth of the Northwest Quarter of the Southwest Quarter of Section Thirty-Five in Township Eighty North, Range Twenty West of the Fifth p.m., Jasper County, Iowa.

YEA: NEARMYER, TALSMA, CUPPLES

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

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve the rezone request for Marvin and Jane Jenkins requesting a rezone for parcel # 07.35.300.002 from agricultural (A) to rural residential large lot (RR5).

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to open the 1<sup>st</sup> reading of the Public Hearing for Phillip Webb requesting a rezone for Lot 1 of the Sweet Pea Subdivision from agricultural (A) to rural residential large lot (RR5) located at that part of the Southwest Quarter of Section 11, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa.

YEA: NEARMYER, TALSMA, CUPPLES

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

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve the rezone request for Phillip Webb requesting a rezone for Lot 1 of the Sweet Pea Subdivision from agricultural (A) to rural residential large lot (RR5).

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to open the 1<sup>st</sup> reading of the Public Hearing for Tony and Brittany Audas requesting a rezone for parcel # 11.11.400.008 from agricultural (A) to rural residential large lot (RR5) located at the West 8 acres, more or less, of the Southwest Quarter of the Southeast Quarter of Section 11, all in Township 79 North, Range 21 West of the 5<sup>th</sup> P.M., Jasper County, Iowa and the East 2 acres, more or less, of the Southeast Quarter of the Southwest Quarter of Section 11, EXCEPT Parcel A as shown in Plat Book A, page 421, ALSO EXCEPT beginning at a point on the South line of said Section 11, which is 249.68 feet South 90°00' East of the South Quarter of said Section 11; thence North 0°23'20" East 640 feet; thence South 90°00' West 136 feet; thence South 0°23'20" West 640 feet to the South line of said Section 11; thence South 90°00' East along said South Section line 136 feet to the point of beginning.

YEA: NEARMYER, TALSMA, CUPPLES

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

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve a rezone request for Tony and Brittany Audas requesting a rezone for parcel # 11.11.400.008 from agricultural (A) to rural residential large lot (RR5).

YEA: NEARMYER, TALSMA, CUPPLES

Maintenance Director, Adam Sparks presented bids for a glycol feeder installation and strainer for the Administration Building. There were two bids presented:

A-One Geothermal \$ 7,091.20

Trane U.S. Inc \$11,987.00

Motion by Talsma, seconded by Cupples to approve the bid from A-One Geothermal in the amount of \$7,091.20 to install a glycol feeder and strainer in the Administration Building.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve the purchase of a CAT 305 Mini Excavator from Ziegler in the amount of \$86,600.53 with \$29,300.53 coming from LOST funds to cover the remaining purchase.

YEA: NEARMYER, TALSMA, CUPPLES

Conservation Director, Keri Van Zante spoke with the Board regarding the elevation in pay for a Conservation Park Officer. The Park Officer is currently at Range 14, Step 5A with a stipend (\$77,434) to Range 16, Step 4A (\$82,357). The Board would like to take some time and look at all salaried positions and readdress at a later date. No action was taken.

Motion by Talsma, seconded by Cupples to approve the final pay estimate for 131 (Hwy F-48, Phase 1).

YEA: NEARMYER, TALSMA, CUPPLES

Brett & Chantel Lundberg from Wallace Family Funeral Home spoke with the Board regarding three separate occasions where they had reached out to the Board regarding fees for transportation of human remains, specifically, February 2025, July 2025, and January 2026, but the Board had failed to communicate with her. No action was taken.

Motion by Talsma, seconded by Cupples to approve the 2025 Publication of Gross Wages.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve a liquor license for Colfax Country Club.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve claims paid through February 10, 2026.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors minutes from February 3, 2026.

YEA: NEARMYER, TALSMA, CUPPLES

There were no Board Appointments.

Motion by Talsma, seconded by Cupples to adjourn the Tuesday, February 10, 2026, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, TALSMA, CUPPLES

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Jenna Jennings, Auditor

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Thad Nearmyer, Chairman