



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

February 24, 2026

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/5744218?fl=so&fe=fs>

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

Pledge of Allegiance

Item 1 Economic Development – Jeff Davidson

- a) Consider Approval of a 28E Agreement with the City of Newton for provision of joint development services in the Newton Rail Park

Item 2 Sheriff – Brad Shutts

- a) 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Mingo, Iowa, Concerning Law Enforcement Services
- b) 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Sully, Iowa, Concerning Law Enforcement Services
- c) 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Oakland Acres, Iowa, Concerning Law Enforcement Services
- d) 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Kellogg, Iowa, Concerning Law Enforcement Services
- e) 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Reasnor, Iowa, Concerning Law Enforcement Services

Item 3 Community Development – Kevin Luettters

- a) Set Public Hearing for Changes to the Jasper County Animal Control Ordinance 66B (will change to 66C)
(Recommended Dates and Times, March 10th, March 17th and March 24, 2026, at 9:30 am in the Jasper County Board of Supervisors Room)

Item 4 Engineer – Mike Frietsch

- a) Set Public Hearing for an Alley Vacation in Newburg, Iowa
(Recommended Dates and Times, March 10th, March 17th and March 24, 2026, at 9:30 am in the Jasper County Board of Supervisors Room)

Item 5 Approval of Claims Paid through February 24, 2026

Item 6 Approval of Board of Supervisors Minutes from February 17, 2026

Item 7 Board Appointments

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.

After the Regular Meeting

Work Session

- a) Jasper County Training Center
- b) FY2026-2027 Capital Projects

JASPER COUNTY AND CITY OF NEWTON 28E AGREEMENT FOR
PROVISION OF JOINT DEVELOPMENT SERVICES IN THE NEWTON RAIL PARK

THIS 28E AGREEMENT (“Agreement”) is entered into by Jasper County, Iowa, a municipality organized under the laws of the State of Iowa (hereinafter referred to as “County”), and the City of Newton, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as “City”) (collectively referred to as the “Parties”), as of _____, 2026 (“Effective Date”), pursuant to Iowa Code Chapter 28E, to allow the Parties to cooperate in the provision of development services in a proposed rail park.

WHEREAS, by Resolution No. 25-50, adopted May 6, 2025, County found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Jasper Rail Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Jasper Rail Park Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Jasper County; and

WHEREAS, the Area includes property within the corporate boundaries of the City, or within two miles of such boundaries, and the City provided the County written consent to include said property in the Area; and

WHEREAS, one of the proposed urban renewal projects identified in the Plan involves the County entering into a development agreement (“Development Agreement”) with Iowa Interstate Railroad, LLC (“Railroad”) for the acquisition and development of property identified in the Development Agreement as a future rail park (“Rail Park”); and

WHEREAS, the Parties have mutual interest in ensuring that the Rail Park successfully develops; and

WHEREAS, pursuant to the terms of the Development Agreement, the Development of the Rail Park will be administered by a Joint Development Committee (“JDC”) comprised of representatives of the County, Railroad, and City, which committee will provide recommendations concerning the sale of property within the Rail Park to industrial businesses for development (“Prospects”); and

WHEREAS, it is anticipated that the Prospects may request assistance in various forms from the County and City, including incentives, infrastructure construction, and utility services; and

WHEREAS, the Parties have determined it is in the public's best interest and in the interest of efficient utilization of public resources to coordinate development services provided to the Rail Park.

NOW, THEREFORE, the Parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the provisions of Chapter 28E.
2. Purpose. The purpose of this Agreement is to define the terms by which the Parties will coordinate the provision of development services and incentives to Prospects in the Rail Park.
3. Term and Termination. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party. Termination under this Section shall not relieve either Party of its obligation to complete: (1) any public improvements that have been bid, contracted, and commenced prior to the notice of termination; (2) any legally binding commitments made to third parties prior to the notice of termination; and (3) any regulatory processes initiated prior to the notice of termination. Completion of such surviving obligations shall occur in a manner consistent with the terms of this Agreement. Only those provisions expressly stated to survive termination shall continue thereafter. Upon termination, all committees and delegated obligations hereunder shall be dissolved and shall have no further authority, unless mutually agreed by the Parties in writing. Upon termination, each Party shall maintain its respective property as no joint property is contemplated under this Agreement.
4. Administrator. The County Auditor shall administer the performance of this Agreement.
5. Development Proposals. The Parties acknowledge and agree that Development Proposals (as defined in the Development Agreement) by a Prospect for development of any portion of the Rail Park shall be considered by the JDC as described in the Development Agreement.
6. Future Annexation. If a Prospect, or the Railroad in conjunction with a Development Proposal that has been approved as set forth in Section 5.8 of the Development Agreement, requests City services and the City requires annexation into the City as a condition to providing such services, the request shall be forwarded to the JDC for review and recommendation to the Jasper County Board of Supervisors. The Board shall consider the JDC's recommendation in its decision to support or object to the proposed annexation.

With respect to property within the Rail Park, the City of Newton agrees to process all manners of “Voluntary Annexation” requests, as defined by State of Iowa Code section 368.7, in a manner consistent with such Code section. The City of Newton agrees not to pursue “Involuntary Annexation,” as described by State of Iowa Code section 368.11, with respect to any property within the Rail Park.

To the fullest extent permitted by law, the City agrees any application for annexation shall contain only one parcel at a time rather than in a combined application, unless otherwise agreed to in writing by the Parties hereto. The Parties acknowledge and agree all proposed annexations must include property that adjoins the existing boundaries of the City of Newton by the minimum amount required by law. No annexation may create an island prohibited by law.

7. Infrastructure Construction. The successful development of the Rail Park may require construction of new, or improvements to existing, public infrastructure, including roads and sanitary sewer main extensions. With respect to such public improvements, the Parties agree as follows:

- a. Road Improvements. All new road construction and road improvements requested by, or otherwise necessary to accommodate, a Prospect in the Rail Park (generally referred to herein as “Road Improvements”) shall be constructed by the County following all applicable letting and other statutory requirements. The City hereby consents to the County constructing the Road Improvements even if such improvements are located in the corporate boundaries of the City. The Road Improvements shall be constructed in accordance with Statewide Urban Design and Specifications (SUDAS) standards applicable to rural roadways, unless otherwise agreed to by the Parties or required by law. Road Improvements shall also include any storm water drainage systems integral to the Road Improvements, to be constructed in a manner consistent with SUDAS standards and consistent with all applicable laws. Maintenance of the Road Improvements shall be provided by the County, unless otherwise agreed to by the Parties.

- b. Sewer Infrastructure. The County hereby acknowledges that any property in the Rail Park connecting to the City sanitary sewer infrastructure must be annexed into the City. All new sanitary sewer improvements to be constructed in the Rail Park shall be constructed by the County following all applicable letting and other statutory requirements. The County shall adhere to the City's design standards applicable to such sewer improvements in the adoption of the plans for such improvements. All improvements to new and existing sanitary sewer infrastructure shall be dedicated to the City of Newton following completion and final acceptance by the Board of Supervisors and the Newton City Council. All maintenance of sanitary sewer

infrastructure shall be the sole obligation of the City. The Parties acknowledge and agree that the Clean Water Act (CWA) requires user charges and recovery of construction costs to be levied to ensure industrial users pay their fair share for the user of publicly-owned treatment facilities.

c. Administration of Infrastructure Projects. All project plans and specifications shall be subject to review and agreement between the City Engineer and County Engineer. The City Engineer and County Engineer shall confer and coordinate to administer the requirements of this Agreement related to infrastructure design and construction.

d. State and Federal Assistance for City Roads. The County agrees to support the City's application for State and/or federal assistance to fund the reconstruction or improvement of those portions of East 19th Street North and North 19th Avenue adjacent to, but not in, the Rail Park; provided, however, that the County's support shall not involve the expenditure of any County funds. The financing of improvements to the aforementioned City roads adjacent to, but not in, the Rail Park will be discussed by the County and City on a case-by-case basis.

8. Water Infrastructure and Supply. The Parties acknowledge and agree that, as of the date of this Agreement, Iowa Regional Utilities Association ("IRUA") is the water supplier to the Rail Park.
9. Planning and Development. With respect to property within the Rail Park located in unincorporated Jasper County, the County shall have sole authority to administer its applicable zoning, planning, and development regulations and requirements, including zoning, site plan, construction plans and building permits, platting, and any other municipally-regulated activity within the County's jurisdiction. With respect to Rail Park property that is within the corporate limits of the City or outside the County's regulatory jurisdiction, the City shall have sole authority to administer its applicable zoning, planning, and development regulations and requirements, including zoning, site plan, construction plans and building permits, and any other municipally-regulated activity within the City's jurisdiction; provided, however, the City agrees to cooperate in good faith in the administration of City's zoning, planning, and development regulations and requirements so as to expeditiously advance any development project being pursued by the County. Nothing in this Agreement shall be interpreted as altering the City's 2-mile multi-jurisdictional review authority for platting and its authority for any FAA reviews which may impact Newton Municipal Airport, as and to the extent otherwise provided for by law.
10. Incentives. The County shall maintain sole authority over the offer of any financial incentives to facilitate development within the Rail Park, and the use or expenditure of tax increment proceeds to carry out the projects identified in the

County's Urban Renewal Plan, which may be amended from time to time. City agrees that it shall not adopt an ordinance authorized by Iowa Code 403.19 on any property located in the Rail Park, even if such property is annexed into the City, for so long as the property is included in such an ordinance adopted by the County.

11. Insurance Coverages. The Parties will each provide, at their own expense, all liability and workers compensation coverage necessary to carry out the purposes of this Agreement to each Party's respective employees and agents.
12. Liability and Indemnification. To the fullest extent permitted by law, each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, its officers, employees, and agents ("Indemnified Party") from and against any claims, damages, liabilities, losses, and expenses, including reasonable attorney fees, but only to the extent caused by the negligent or wrongful acts or omissions of the Indemnifying Party or its officers, employees, contractors, or agents in the performance of this Agreement. The Indemnifying Party shall have no obligation to indemnify or defend the Indemnified Party for: (1) the Indemnified Party's own negligence or wrongful acts; (2) claims arising out of work, decisions, or omissions solely within the Indemnified Party's control; or (3) acts of third parties not acting on behalf of the Indemnifying Party. Indemnification obligations survive termination only for claims arising from acts or omissions occurring during the term of this Agreement. No indemnification obligation applies to actions or events occurring after termination. The Indemnified Party shall promptly notify the Indemnifying Party of any claim. The Indemnifying Party may assume the defense with counsel acceptable to the Indemnified Party; if it does not, the Indemnified Party may defend the claim at the Indemnifying Party's expense.
13. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties concerning the development of the Rail Park; provided, however, nothing in this Agreement shall be construed as modifying, replacing, or superseding the terms of the City-County Joint Agreement concerning the Jasper Rail Park Urban Renewal Area dated May 6, 2025 or the Development Agreement between the County and the Railroad.
14. Modification. No amendment of this Agreement will be effective unless it is in writing and signed by both Parties.
15. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

16. Severability. If any provision of this Agreement shall be held illegal or invalid, the illegality or invalidity of such provision shall not affect any of the remaining provisions, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
17. No Separate Legal Entity. This Agreement is not intended to establish a separate legal entity. No real or personal property will be purchased or exchanged in the performance of this Agreement.
18. No Employment Agreement. It is understood and agreed that this agreement does not create an employment agreement, joint venture, or agency relationship between any Party's respective employees and the other Party.
19. Execution of Agreement. The Parties shall approve the Agreement by resolution or motion by their respective governing bodies, which shall authorize the execution of the Agreement.
20. Filing. After approval and execution by the Parties, the County shall file this Agreement with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8.

[Remainder of page intentionally blank. Signature pages follow.]

DATED this _____ day of _____, 2026.

CITY OF NEWTON

By: _____
Randy Ervin, Mayor

ATTEST:

Katrina Davis, City Clerk

DATED this _____ day of _____, 2026.

JASPER COUNTY, IOWA

By: _____
Chairperson

ATTEST:

Auditor

4927-8447-0595-1\10747-061



28E Agreement for Law Enforcement

This agreement made and entered into by and between JASPER COUNTY, IOWA, the OFFICE OF JASPER COUNTY SHERIFF and the INCORPORATED CITY OF MINGO, IOWA.

Whereas, Iowa Code Section 28E.12 provides that the City of Mingo may contract for law enforcement services from the Jasper County Sheriff.

Whereas, the City of Mingo desires to contract with the Jasper County Sheriff's Office to provide law enforcement services.

Whereas, it is necessary and desirable that a 28E Agreement be executed for the duration of said law enforcement services.

Now it is agreed by and between each and all the undersigned parties to the following:

The Jasper County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the Sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Jasper County Sheriff. The services will include, but not limited to, routine patrol, enforcement of state laws, investigation and follow up of crimes warranting additional investigation in the opinion of the Jasper County Sheriff's Office. The City of Mingo, and its City Attorney, shall be responsible for all civil municipal Code of Ordinances violations, including but not limited to municipal infractions, zoning violations, nuisance violations and dangerous building offenses. All traffic and vehicle violations and public offenses filed by the Jasper County Sheriff's Office shall be prosecuted by the County Attorney. The Sheriff or patrol person shall always retain discretion to determine whether it is appropriate to file charges of any type.

If the City of Mingo holds a special event during the term of this agreement, the cost of additional law enforcement necessary to provide law enforcement coverage during the special event as determined by the Jasper County Sheriff and approved by the City of Mingo shall be covered by the City of Mingo as a reimbursement to the Jasper County Sheriff's Office.

The City of Mingo will pay the Jasper County Sheriff's Office \$3,180 for the fiscal year end 2027 and billed to the city annually by the Jasper County Sheriff's Office. Subsequent years after July 1st, 2027, the contract terms increase by 3% until the contract terms are requested for change.

This agreement shall commence on July 1, 2026, and shall continue until June 30, 2027. It shall be deemed automatically renewed upon the same terms and conditions unless either party has served the other with written notice of the termination or request for change within 180 days preceding the fiscal year.

In accordance with chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Jasper County Recorder. Signatures will involve the Mayor of Mingo, the Jasper County Sheriff, the Jasper County Auditor, and the chairperson of the Jasper County Board of Supervisors.

Dated this _____ day of _____, 2026.

Brad M. Shutts, Sheriff of Jasper County

Bob Perry, Mayor of Mingo, Iowa

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Jenna Jennings, Jasper County Auditor



28E Agreement for Law Enforcement

This agreement made and entered into by and between JASPER COUNTY, IOWA, the OFFICE OF JASPER COUNTY SHERIFF and the INCORPORATED CITY OF SULLY, IOWA.

Whereas, Iowa Code Section 28E.12 provides that the City of Sully may contract for law enforcement services from the Jasper County Sheriff.

Whereas, the City of Sully desires to contract with the Jasper County Sheriff's Office to provide law enforcement services.

Whereas, it is necessary and desirable that a 28E Agreement be executed for the duration of said law enforcement services.

Now it is agreed by and between each and all the undersigned parties to the following:

The Jasper County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the Sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Jasper County Sheriff. The services will include, but not limited to, routine patrol, enforcement of state laws, investigation and follow up of crimes warranting additional investigation in the opinion of the Jasper County Sheriff's Office. The City of Sully, and its City Attorney, shall be responsible for all civil municipal Code of Ordinances violations, including but not limited to municipal infractions, zoning violations, nuisance violations and dangerous building offenses. All traffic and vehicle violations and public offenses filed by the Jasper County Sheriff's Office shall be prosecuted by the County Attorney. The Sheriff or patrol person shall always retain discretion to determine whether it is appropriate to file charges of any type.

If the City of Sully holds a special event during the term of this agreement, the cost of additional law enforcement necessary to provide law enforcement coverage during the special event as determined by the Jasper County Sheriff and approved by the City of Sully shall be covered by the City of Sully as a reimbursement to the Jasper County Sheriff's Office.

The City of Sully will pay the Jasper County Sheriff's Office \$23,956 for the fiscal year end 2027 and billed to the city annually by the Jasper County Sheriff's Office. Subsequent years after July 1st, 2027, the contract terms increase by 3% until the contract terms are requested for change.

This agreement shall commence on July 1, 2026, and shall continue until June 30, 2027. It shall be deemed automatically renewed upon the same terms and conditions unless either party has served the other with written notice of the termination or request for change within 180 days preceding the fiscal year.

In accordance with chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Jasper County Recorder. Signatures will involve the Mayor of Sully, the Jasper County Sheriff, the Jasper County Auditor, and the chairperson of the Jasper County Board of Supervisors.

Dated this _____ day of _____, 2026.

Brad M. Shutts, Sheriff of Jasper County

Brent Vander Molen, Mayor of Sully, Iowa

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Jenna Jennings, Jasper County Auditor



28E Agreement for Law Enforcement

This agreement made and entered into by and between JASPER COUNTY, IOWA, the OFFICE OF JASPER COUNTY SHERIFF and the INCORPORATED CITY OF OAKLAND ACRES, IOWA.

Whereas, Iowa Code Section 28E.12 provides that the City of Oakland Acres may contract for law enforcement services from the Jasper County Sheriff.

Whereas, the City of Oakland Acres desires to contract with the Jasper County Sheriff's Office to provide law enforcement services.

Whereas, it is necessary and desirable that a 28E Agreement be executed for the duration of said law enforcement services.

Now it is agreed by and between each and all the undersigned parties to the following:

The Jasper County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the Sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Jasper County Sheriff. The services will include, but not limited to, routine patrol, enforcement of state laws, investigation and follow up of crimes warranting additional investigation in the opinion of the Jasper County Sheriff's Office. The City of Oakland Acres, and its City Attorney, shall be responsible for all civil municipal Code of Ordinances violations, including but not limited to municipal infractions, zoning violations, nuisance violations and dangerous building offenses. All traffic and vehicle violations and public offenses filed by the Jasper County Sheriff's Office shall be prosecuted by the County Attorney. The Sheriff or patrol person shall always retain discretion to determine whether it is appropriate to file charges of any type.

If the City of Oakland Acres holds a special event during the term of this agreement, the cost of additional law enforcement necessary to provide law enforcement coverage during the special event as determined by the Jasper County Sheriff and approved by the City of Oakland Acres shall be covered by the City of Oakland Acres as a reimbursement to the Jasper County Sheriff's Office.

The City of Oakland Acres will pay the Jasper County Sheriff's Office \$3,180 for the fiscal year end 2027 and billed to the city annually by the Jasper County Sheriff's Office. Subsequent years after July 1st, 2027, the contract terms increase by 3% until the contract terms are requested for change.

This agreement shall commence on July 1, 2026, and shall continue until June 30, 2027. It shall be deemed automatically renewed upon the same terms and conditions unless either party has served the other with written notice of the termination or request for change within 180 days preceding the fiscal year.

In accordance with chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Jasper County Recorder. Signatures will involve the Mayor of Oakland Acres, the Jasper County Sheriff, the Jasper County Auditor, and the chairperson of the Jasper County Board of Supervisors.

Dated this _____ day of _____, 2026.

Brad M. Shutts, Sheriff of Jasper County

Clinton Follette, Mayor of Oakland Acres, Iowa

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Jenna Jennings, Jasper County Auditor



28E Agreement for Law Enforcement

This agreement made and entered into by and between JASPER COUNTY, IOWA, the OFFICE OF JASPER COUNTY SHERIFF and the INCORPORATED CITY OF KELLOGG, IOWA.

Whereas, Iowa Code Section 28E.12 provides that the City of Kellogg may contract for law enforcement services from the Jasper County Sheriff.

Whereas, the City of Kellogg desires to contract with the Jasper County Sheriff's Office to provide law enforcement services.

Whereas, it is necessary and desirable that a 28E Agreement be executed for the duration of said law enforcement services.

Now it is agreed by and between each and all the undersigned parties to the following:

The Jasper County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the Sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Jasper County Sheriff. The services will include, but not limited to, routine patrol, enforcement of state laws, investigation and follow up of crimes warranting additional investigation in the opinion of the Jasper County Sheriff's Office. The City of Kellogg, and its City Attorney, shall be responsible for all civil municipal Code of Ordinances violations, including but not limited to municipal infractions, zoning violations, nuisance violations and dangerous building offenses. All traffic and vehicle violations and public offenses filed by the Jasper County Sheriff's Office shall be prosecuted by the County Attorney. The Sheriff or patrol person shall always retain discretion to determine whether it is appropriate to file charges of any type.

If the City of Kellogg holds a special event during the term of this agreement, the cost of additional law enforcement necessary to provide law enforcement coverage during the special event as determined by the Jasper County Sheriff and approved by the City of Kellogg shall be covered by the City of Kellogg as a reimbursement to the Jasper County Sheriff's Office.

The City of Kellogg will pay the Jasper County Sheriff's Office \$26,500 for the fiscal year end 2027 and billed to the city annually by the Jasper County Sheriff's Office. Subsequent years after July 1st, 2027, the contract terms increase by 3% until the contract terms are requested for change.

This agreement shall commence on July 1, 2026, and shall continue until June 30, 2027. It shall be deemed automatically renewed upon the same terms and conditions unless either party has served the other with written notice of the termination or request for change within 180 days preceding the fiscal year.

In accordance with chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Jasper County Recorder. Signatures will involve the Mayor of Kellogg, the Jasper County Sheriff, the Jasper County Auditor, and the chairperson of the Jasper County Board of Supervisors.

Dated this _____ day of _____, 2026.

Brad M. Shutts, Sheriff of Jasper County

Virgil Chance, Mayor of Kellogg, Iowa

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Jenna Jennings, Jasper County Auditor



28E Agreement for Law Enforcement

This agreement made and entered into by and between JASPER COUNTY, IOWA, the OFFICE OF JASPER COUNTY SHERIFF and the INCORPORATED CITY OF REASNOR, IOWA.

Whereas, Iowa Code Section 28E.12 provides that the City of Reasnor may contract for law enforcement services from the Jasper County Sheriff.

Whereas, the City of Reasnor desires to contract with the Jasper County Sheriff's Office to provide law enforcement services.

Whereas, it is necessary and desirable that a 28E Agreement be executed for the duration of said law enforcement services.

Now it is agreed by and between each and all the undersigned parties to the following:

The Jasper County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the Sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Jasper County Sheriff. The services will include, but not limited to, routine patrol, enforcement of state laws, investigation and follow up of crimes warranting additional investigation in the opinion of the Jasper County Sheriff's Office. The City of Reasnor, and its City Attorney, shall be responsible for all civil municipal Code of Ordinances violations, including but not limited to municipal infractions, zoning violations, nuisance violations and dangerous building offenses. All traffic and vehicle violations and public offenses filed by the Jasper County Sheriff's Office shall be prosecuted by the County Attorney. The Sheriff or patrol person shall always retain discretion to determine whether it is appropriate to file charges of any type.

If the City of Reasnor holds a special event during the term of this agreement, the cost of additional law enforcement necessary to provide law enforcement coverage during the special event as determined by the Jasper County Sheriff and approved by the Reasnor shall be covered by the City of Reasnor as a reimbursement to the Jasper County Sheriff's Office.

The City of Reasnor will pay the Jasper County Sheriff's Office \$3,180 for the fiscal year end 2027 and billed to the city annually by the Jasper County Sheriff's Office. Subsequent years after July 1st, 2027, the contract terms increase by 3% until the contract terms are requested for change.

This agreement shall commence on July 1, 2026, and shall continue until June 30, 2027. It shall be deemed automatically renewed upon the same terms and conditions unless either party has served the other with written notice of the termination or request for change within 180 days preceding the fiscal year.

In accordance with chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Jasper County Recorder. Signatures will involve the Mayor of Reasnor, the Jasper County Sheriff, the Jasper County Auditor, and the chairperson of the Jasper County Board of Supervisors.

Dated this _____ day of _____, 2026.

Brad M. Shutts, Sheriff of Jasper County

Tami Weishaar, Mayor of Reasnor, Iowa

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Jenna Jennings, Jasper County Auditor

February 17, 2026

Tuesday, February 17, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples and Nearmyer present and accounted for, Talsma absent, and Chairman Nearmyer presiding.

Motion by Cupples, seconded by Nearmyer to amend the agenda to add Item #10, opening bids for the Training Facility at 10:00 a.m.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to open the 1st reading of the Public Hearing for the vacation of right-of-way easement on S. 28th Ave. W., west of IAIS Railroad crossing west of Colfax, Iowa.

YEA: NEARMYER & CUPPLES

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

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to set a 2nd and 3rd reading Public Hearing for the vacation of right-of-way easement on S. 28th Ave. W., west of IAIS Railroad crossing, west of Colfax, Iowa, with recommended dates and times of March 3rd and March 10, 2026, at 9:30 a.m. in the Board of Supervisors room.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to open the 1st reading of the Public Hearing for a 28E Agreement between Jasper County and the City of Monroe, Iowa, regarding Rodeo Avenue also known as E. Washington Street.

YEA: NEARMYER & CUPPLES

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

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to waive the 2nd and 3rd readings for the Public Hearings.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve the 28E Agreement between Jasper County, Iowa, and the City of Monroe, Iowa, regarding Rodeo Avenue also known as E. Washington Street.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve a permanent easement for Public Highway on Parcel # 11.15.100.001 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 \$2,500.00 for total compensation of \$3,123.95.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve a 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.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to adopt Resolution 26-07 approving policy and procedures for Dust Control Application on granular surface roads in Jasper County.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to set a Public Hearing for the amended 2026 County Five Year Program (CFYP) with recommended dates and times of March 3rd, March 10th, and March 17, 2026, at 9:30 a.m. in the Board of Supervisors room.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve the appointment of Michelle Hull as Deputy Recorder effective January 27, 2026, to December 31, 2026.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve the appointment of Pamela Keenan as Deputy Recorder effective January 27, 2026, to December 31, 2026.

YEA: NEARMYER & CUPPLES

Jerry Nelson with the Veterans Affairs Commission spoke with the Board regarding the achievements Ray Maxey has accomplished in the year that he has been with the County. The Commission is recommending a 6% total increase to Ray's salary effective July 1, 2026, if approved by the Board of Supervisors. There was no action taken.

Motion by Cupples, seconded by Nearmyer to adopt Resolution 26-08 approving transfer order #1567 in the amount of \$ 600,000.00 from the General Fund to General Supplemental Fund.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes from February 10, 2026.

YEA: NEARMYER & CUPPLES

There were no Board Appointments.

The Board of Supervisors received and opened bids for the Law Enforcement Training Center at 10:00 a.m. There was a total of 9 bids on the project.

| bbs ARCHITECTS ENGINEERS | | TABULATION OF BIDS TUESDAY, FEBRUARY 17, 2026 BBS PROJECT NUMBER: 25039 JASPER COUNTY LAW ENFORCEMENT TRAINING FACILITY | | | | |
|-----------------------------------|------------------|--|----------|----------------|---------------|--------------|
| ITEM NO. | ITEM DESCRIPTION | BERGSTROM CON. | GIARDINO | UTU CONSTRUCT. | KEYSTONE CON. | EDGE COMMER. |
| 1 | BASE BID | 882,000 | 725,600 | 799,000 | 821,000 | 769,900 |
| 2 | ALTERNATE | NO BID | -15,600 | 9,000 | 45,000 | -9,000 |
| Total Base Bid Construction Costs | | 882,000 | 710,000 | 799,000 | 821,000 | 760,900 |

| bbs ARCHITECTS ENGINEERS | | TABULATION OF BIDS TUESDAY, FEBRUARY 17, 2026 BBS PROJECT NUMBER: 25039 JASPER COUNTY LAW ENFORCEMENT TRAINING FACILITY | | | |
|-----------------------------------|------------------|--|---------|-------------|---------------|
| ITEM NO. | ITEM DESCRIPTION | BALL TEAM | GRAYHTE | K.H. GRABAU | ACCURATE CON. |
| 1 | BASE BID | 726,800 | 796,000 | 789,000 | 751,000 |
| 2 | ALTERNATE | -1900 | -46,300 | 21,000 | 61,960 |
| Total Base Bid Construction Costs | | 724,900 | 749,700 | 789,000 | 751,000 |

Motion by Cupples, seconded by Nearmyer to enter into Closed 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.

YEA: NEARMYER & CUPPLES

ROLL CALL YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to come out of closed session.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to enter into Closed 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.

YEA: NEARMYER & CUPPLES

ROLL CALL YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to come out of closed session.

YEA: NEARMYER & CUPPLES

Maintenance Director, Adam Sparks, gave an update on the bids received. All bids came in over the budgeted amount for the project and the Board will take some time and discuss in a work session on February 24, 2026, before deciding on how to move forward.

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

YEA: NEARMYER & CUPPLES

The Board discussed the vacation of an alley in Newburg after Craig Johnston prepared a survey deeding the land equally to the adjoining landowners. We will set a Public Hearing at the Board meeting next week to start the proceedings. Supervisor Cupples gave an update on the 250th Celebration Committee and the plans for decorating the Courthouse. Engineer, Mike Frietsch, updated the Board on the plans for a bridge on T-38 over the IAIS Railroad. To move forward with the plan to apply for any grant funding, the Board will need to enter into an agreement for additional work and preparation to the site before applying for any grants. This could cost upwards of \$100,000 with no guarantee that the County would receive any grants for this project. The Board will review before making any formal decisions on moving forward.

Motion by Cupples, seconded by Nearmyer to adjourn the Tuesday, February 17, 2026, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, TALSMA, CUPPLES