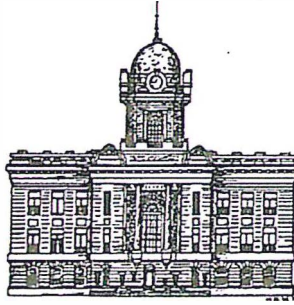


# Jasper County, Iowa

**Denny Carpenter**

**Doug Cupples**

**Brandon Talsma**



**Board of Supervisors**

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

## JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

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

October 19, 2021

9:30 a.m.

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

### Pledge of Allegiance



- Item 1 Sheriff – John Halferty**
  - a) 28E Agreement for Tobacco Enforcement with Iowa Alcoholic Beverage Division
  - b) Amendment #1 to the Food Service & Commissary Agreement w/ Summit Food Service LLC
  
- Item 2 Building & Grounds – Adam Sparks**
  - a) Jasper County Tunnel Bid Proposals
  
- Item 3 Community Development – Kevin Luetters**
  - a) Resolution on the Annexation Application Concerning Zane & Yefri Strawser-Picado & the City of Oakland Acres, Iowa
  
- Item 4 Information Technology – Ryan Eaton**
  - a) Social Media Position changes
  
- Item 5 Meller Insurance & Consulting – Robert Meller**
  - a) Approval of Health, Dental & Vision Insurance Rates
  - b) Elected Official Cafeteria Plan Election Form 1/1/22 – 12/31/22
  - c) Employee Cafeteria Plan Election Form 1/1/22 – 12/31/22
  
- Item 6 Approval of Board of Supervisors Minutes for 10/12/21**

**PUBLIC INPUT & COMMENTS**

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 3**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Jasper County Sheriff (The "Department"). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

**1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

**1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Jasper County Sheriff  
2300 Law Center Dr, Newton, Iowa 50208

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2022, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

**5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

**5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

**The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.**

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2021.**

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2022**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2021 business year, but not before October 1, 2021. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2021 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2022**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2022**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

**5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with

Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 **Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

## 5.2 **Responsibilities of the ABD.**

5.2.1 **Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 **Payment.** The ABD shall pay the Department in the manner described in Section 6.

5.2.5 **Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the



authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

**5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2021** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

**SECTION 10. TERMINATION.**

**10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

**10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

**10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

**10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

**10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;

**10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;

**10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;

**10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

#### **SECTION 11. INDEMNIFICATION.**

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

#### **SECTION 12. CONTACT PERSON.**

12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

## SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to



receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: Ekman@IowaABD.com

If to Department: Sheriff John Halferty  
Jasper County Sheriff  
2300 Law Center Dr  
Newton, Iowa 50208  
Email: jhalferty@jaspersheriff.org

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 **Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

**SECTION 14. EXECUTION.**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

**By Alcoholic Beverages Division**

\_\_\_\_\_  
**Joshua Happe**  
**Regulatory Compliance Bureau Chief**

\_\_\_\_\_  
**Date**

**By Law Enforcement Agency**

\_\_\_\_\_  
**Department Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department Witness**

\_\_\_\_\_  
**Date**

**AMENDMENT #1 TO THE FOOD SERVICE AND COMMISSARY AGREEMENT**

This Amendment is made and entered into by and between Jasper County Sheriff’s Office, an Iowa Government Entity, (“Client”), and Summit Food Service, LLC (“Company”) (collectively “the Parties”).

**WHEREAS**, The Parties have entered into a certain Food Service and Commissary Agreement (the “Agreement”), effective August 1, 2020

**WHEREAS**, The Parties have agreed to adjust pricing for the partnership; and

**WHEREAS**, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

**NOW, THEREFORE**, the parties, intending to be legally bound hereby, mutually agree as follows:

1. **Price.** Company shall charge and Client shall pay:

Average Daily Inmates	Current Price	CPI%	New Price
Less than 31	TBN	NA	TBN
31-40	\$4.109	4.7%	\$4.302
41-50	\$3.233	4.7%	\$3.384
51-60	\$2.767	4.7%	\$2.897
61-70	\$2.694	4.7%	\$2.820
71-80	\$2.433	4.7%	\$2.547
81+	\$2.242	4.7%	\$2.347
Snack	\$1.034	4.7%	\$1.082
Religious Meals	\$4.500	4.7%	\$4.715
Supplements	\$1.500	4.7%	\$1.570

This Amendment is effective as of November 1, 2021. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

**CLIENT: Jasper County Sheriff’s Office**

**COMPANY: Summit Food Service, LLC**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Marlin C. Sejnoha, Jr.  
Title: President & CEO  
Date: \_\_\_\_\_

DOCUMENT 00 41 00

**BID FORM**  
**FOR CONSTRUCTION CONTRACT**  
**JASPER COUNTY – COURTHOUSE STEAM TUNNEL INFILL**  
**101 1<sup>ST</sup> STREET NORTH**  
**NEWTON, IOWA 50208**

BIDS RECEIVED: 2:00PM CDT, OCTOBER 11, 2021

TO: Kaela Shoemaker, AIA  
BBS Architects | Engineers  
Via Email: kshoemaker@bbsae.com

**ACKNOWLEDGEMENT:**

In response to your Invitation to Bidders for construction of the above project and in compliance with the Contract Requirements, the undersigned proposes to furnish all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to perform the work to complete construction of the Jasper County Courthouse Steam Tunnel Infill in strict accordance with the Project Manual and the Drawings dated October 4, 2021, including addenda as noted below, prepared by Brooks Borg Skiles, Architecture Engineering, LLP (BBS Architects | Engineers) for the prices stated below.

Bidder acknowledges receipt of the following Addenda, which are a part of the Bidding Documents and for which any effect on cost of the Work is included in the bid amounts indicated:

Number 01 \_\_\_\_\_  
Dated: 10/12 ~~10/12~~ \_\_\_\_\_

Amounts shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.

**BASE BID:**

Base Bid Total ninety four thousand six hundred and fifty <sup>00</sup>/<sub>100</sub> Dollars (\$ 94,650 .00)

**Unit Price:**

Unit Price No. 1 /CY: one hundred and seventy five <sup>00</sup>/<sub>100</sub> Dollars (\$ 175 /cy .00)

**SCHEDULE:**

It is estimated that work can commence by: Nov 1 2021 (mm/dd/yyyy).

and be completed by: Nov 26 2021 (mm/dd/yyyy).

(Note: Not a bid award determining factor.)



Firm Name: Pro Seal Solutions Telephone No.: 712 870 0048

Official Address: 3107 CAPITAL ST FAX No.: \_\_\_\_\_

SIoux CITY, IA 51105 EMAIL: Doug@Pro-SEALsolutions.com

Mailing Address: \_\_\_\_\_  
(if different from above)

Signed By: Doug Stucky

Printed Name: Doug Stucky  
CEO  
(Title)

Date: 10/10/21

Federal ID No.: 82-4556-176

Iowa Contractor Registration No.: 3187911



**Doug Stucky**  
CEO  
o. 712.870.0048  
m. 402.404.9068  
doug@pro-sealsolutions.com  
www.pro-sealsolutions.com

3107 Capital St • Sioux City, IA • 51105

NOTE: ALL WRITING MUST BE IN INK.

END OF DOCUMENT

This document has a colored background, full bleed and a hidden watermark, absence of these features will indicate a copy.

059931

Iowa State Bank

Craig, Hill, Irtan,  
Le Mars, Orange City, Paulina,  
Remsen, Sanborn, Sheldon

27290

REMITTER Stucki Enterprises

DATE October 11, 2021

72:2243739

PAY TO THE ORDER OF Jasper County

\*\*\*2,000.00\*\*\*

DOLLARS

2000 DOLLARS 00 CTS

TWO SIGNATURES REQUIRED

CASHIER'S CHECK

*Stucki Enterprises*  
*[Signature]*

⑈027290⑈ ⑆073922432⑆

010 106⑈

10 DELUXE GOLDLINE

**BID FORM**  
FOR CONSTRUCTION CONTRACT  
**JASPER COUNTY – COURTHOUSE STEAM TUNNEL INFILL**  
**101 1<sup>ST</sup> STREET NORTH**  
**NEWTON, IOWA 50208**

BIDS RECEIVED: 2:00PM CDT, OCTOBER 11, 2021

TO: Kaela Shoemaker, AIA  
BBS Architects | Engineers  
Via Email: kshoemaker@bbsae.com

**ACKNOWLEDGEMENT:**

In response to your Invitation to Bidders for construction of the above project and in compliance with the Contract Requirements, the undersigned proposes to furnish all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to perform the work to complete construction of the Jasper County Courthouse Steam Tunnel Infill in strict accordance with the Project Manual and the Drawings dated October 4, 2021, including addenda as noted below, prepared by Brooks Borg Skiles, Architecture Engineering, LLP (BBS Architects | Engineers) for the prices stated below.

Bidder acknowledges receipt of the following Addenda, which are a part of the Bidding Documents and for which any effect on cost of the Work is included in the bid amounts indicated:

Number   1   \_\_\_\_\_  
Dated: 10/06/2021 \_\_\_\_\_

Amounts shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.

**BASE BID:**

Base Bid Total  Ninety-eight thousand six hundred fifty  Dollars (\$)  98,650.00 

**Unit Price:**

Unit Price No. 1 /CY:  One hundred forty  Dollars (\$)  140.00 

**SCHEDULE:**

It is estimated that work can commence by:  11/01/2021  (mm/dd/yyyy).

and be completed by:  12/31/2021  (mm/dd/yyyy).

(Note: Not a bid award determining factor.)

## **CONTRACT COMPLETION:**

In submitting this Bid the Bidder agrees to the following:

Bidder has familiarized him/herself with the Project Manual and Drawings and agrees, if selected, to execute the work described therein in full conformance with all requirements therein indicated.

Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

Bidder agrees that this bid shall remain valid and shall not be withdrawn for a period of thirty (30) calendar days after the date for receipt of bids.

- A. Bidder agrees that if written notice of acceptance of this bid is mailed, electronically communicated, or delivered to the undersigned within thirty (30) days after the date in which bids are due, or at any time thereafter before it is withdrawn in writing, the undersigned will sign and return the Contract Agreement, prepared in accord with the Bidding Documents and this bid as accepted; and will also provide proof of insurance coverage and any required surety bonds.
- B. Bidder agrees that once an agreement is signed, the undersigned will diligently pursue the Work described in the proposed Contract Documents and shall ensure that all work is completed prior to year-end 2021
- C. Bidder understands that the Owner reserves the right to reject any or all bids, and to waive irregularities or informalities and enter into a contract for the Work, as the Owner deems to be in its best interest. When Alternate Bids are requested, Owner further reserves the right to accept all Alternates or no Alternates, or to accept any combination thereof, in determining the low, responsible Bidder and awarding a Contract for the Work.
- D. Notice of acceptance of this Bid, or request for additional information by the Owner, may be addressed to the undersigned at the address set forth below:
- E. The undersigned agrees, if awarded the contract, to complete the contract work. The undersigned further agrees to execute contract, furnish satisfactory performance and payment bond and insurance coverage as specified in strict accordance with Contract Documents.



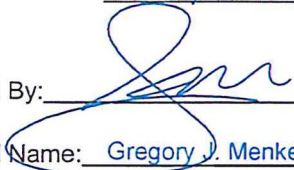
Firm Name: Minturn, Inc. Telephone No.: (641) 455-0331

Official Address: 144 West Front Street FAX No.: (641) 843-7256

Brooklyn, IA 52211 EMAIL: estimating@minturninc.com

Mailing Address: P.O. Box 369  
(if different from above)

Brooklyn, IA 52211

Signed By: 

Printed Name: Gregory J. Menke

President  
(Title)

Date: 10/11/2021

Federal ID No.: 81-1655209

Iowa Contractor Registration No.: C126356

NOTE: ALL WRITING MUST BE IN INK.

END OF DOCUMENT

# MERCHANTS BONDING COMPANY

Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Minturn, Inc.  
144 W. Front St.  
Brooklyn, IA 52211

### OWNER:

(Name, legal status and address)

Jasper County  
101 1st Street N.  
Newton, IA 50208

### BOND AMOUNT:

5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Courthouse Steam Tunnel Infill

Bond Number: Bid Bond

### SURETY:

(Name, legal status and principal place  
of business)

Merchants National Bonding, Inc.  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

day of October, 2021

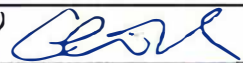
  
(Witness)

Minturn, Inc.

(Principal)

By:

(Title)

  
President

(Seal) 

Merchants National Bonding, Inc.

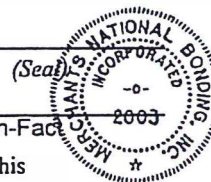
(Surety)

By:

(Title)

  
Abigail R. Mohr

, Attorney-in-Fact



  
(Witness) Peggy Grim

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

**MERCHANTS**  
**BONDING COMPANY, INC.**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Abigail R. Mohr**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond  
 Principal: Mintum, Inc.  
 Oblige: Jasper County

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

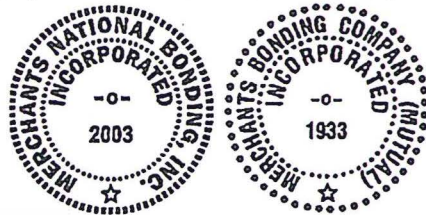
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of October, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)  
 MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
 President

STATE OF IOWA  
 COUNTY OF DALLAS ss.

On this 11th day of October, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of October, 2021.



*William Warner Jr.*

Secretary

RESOLUTION NO. 21 - \_\_\_\_

**RESOLUTION ON THE ANNEXATION APPLICATION CONCERNING ZANE AND YEFRI STRAWSER-PICADO  
AND THE CITY OF OAKLAND ACRES, IOWA**

WHEREAS, The City of Oakland Acres has received an application for the Voluntary Annexation from Zane and Yefri Strawser-Picado to annex one parcel into the City of Oakland Acres, the property legally described as Parcel "B" located in the Northeast Quarter of the Northeast Quarter of Section 28, Township 80 North, Range 17 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in the Plat of Survey of record instrument 2021-00001225 (see attached plat).

WHEREAS, Pursuant to Iowa Code Chapter 368.7 it is the obligation of the City of Oakland Acres to notify the Jasper County Board of Supervisors of the application for voluntary annexation.

WHEREAS, Pursuant to Iowa Code Chapter 368.7 the Board of Supervisors of each county that contains all or a portion of the territory to be annexed shall, by resolution, state whether or not it supports the application or whether it takes no position in support of or against the application.

THEREFORE, The Jasper County Board of Supervisors:

\_\_\_\_\_ Supports the application for annexation

\_\_\_\_\_ Opposes the application for annexation

\_\_\_\_\_ Takes no position on the application for annexation

Approved this 19<sup>th</sup> day of October 2021

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

\_\_\_\_\_  
Dennis K. Parrott, Jasper County Auditor



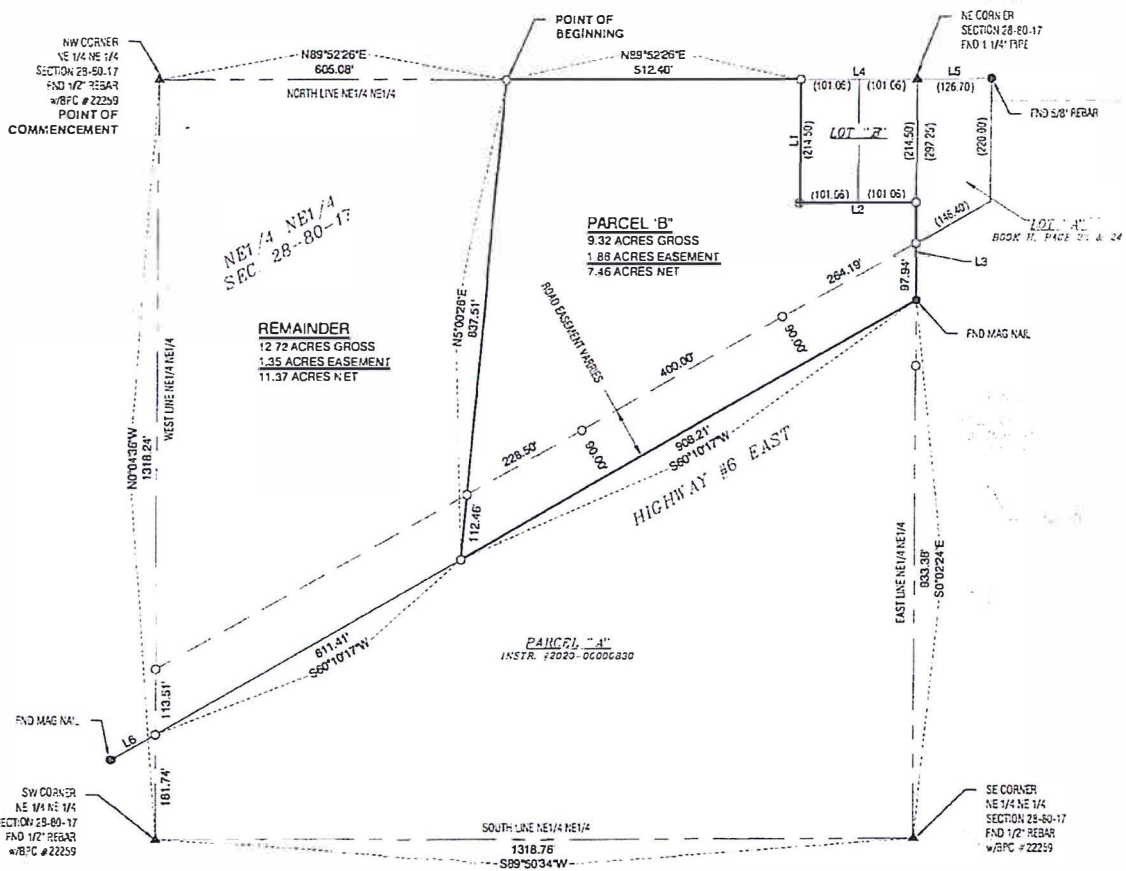
# PLAT OF SURVEY



Doc ID: 00389070002 Type: SUR  
 Recorded: 02/19/2021 at 10:47:37 AM  
 Fee Amt: \$12.00 Page 1 of 2  
 Jasper County, Iowa  
 Deniso Allan County Recorder  
 file 2021-00001225

INDEX LEGEND	
LOCATION:	LOCATED IN THE NE1/4 OF THE NE1/4
PROPRIETOR:	SHAWN M. VAN WYK AND SARA N. VAN WYK
SURVEY REQUESTED BY:	TAMMY KRIEGL
FIELD WORK COMPLETED:	2/19/2021
SURVEY PREPARED BY:	CLAPSADDE GARBER ASSOCIATES, INC.
RESPOND TO:	JEREMY HARRIS
	116 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 PHONE 641-752-6701 UHARRIS@CGACONSULTANTS.COM

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	S0°02'24"E	214.50
L2	N89°52'26"E	202.12
L3	S0°02'25"E	169.64
L4	N89°52'26"E	202.12
L5	N89°48'16"E	128.11
L6	S50°10'17"W	87.81'



DESCRIPTION  
 SEE SHEET 2 OF 2

NOTE:  
 ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

**LEGEND:**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/B.L.U.E PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/B.L.U.E PLASTIC ID CAP #22259
- ( ) RECORDED AS



VAN WYK SURVEY  
 JASPER COUNTY

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 Professional Land Surveyor under the laws of the State of Iowa.

*Jeremy A. Harris* 2-19-21  
 JEREMY A. HARRIS, PLS date

Iowa License Number 22259  
 My License Renewal Date is December 31, 2021  
 Pages or sheets covered by this seal:

SHEET 1 OF 2 AND 2 OF 2

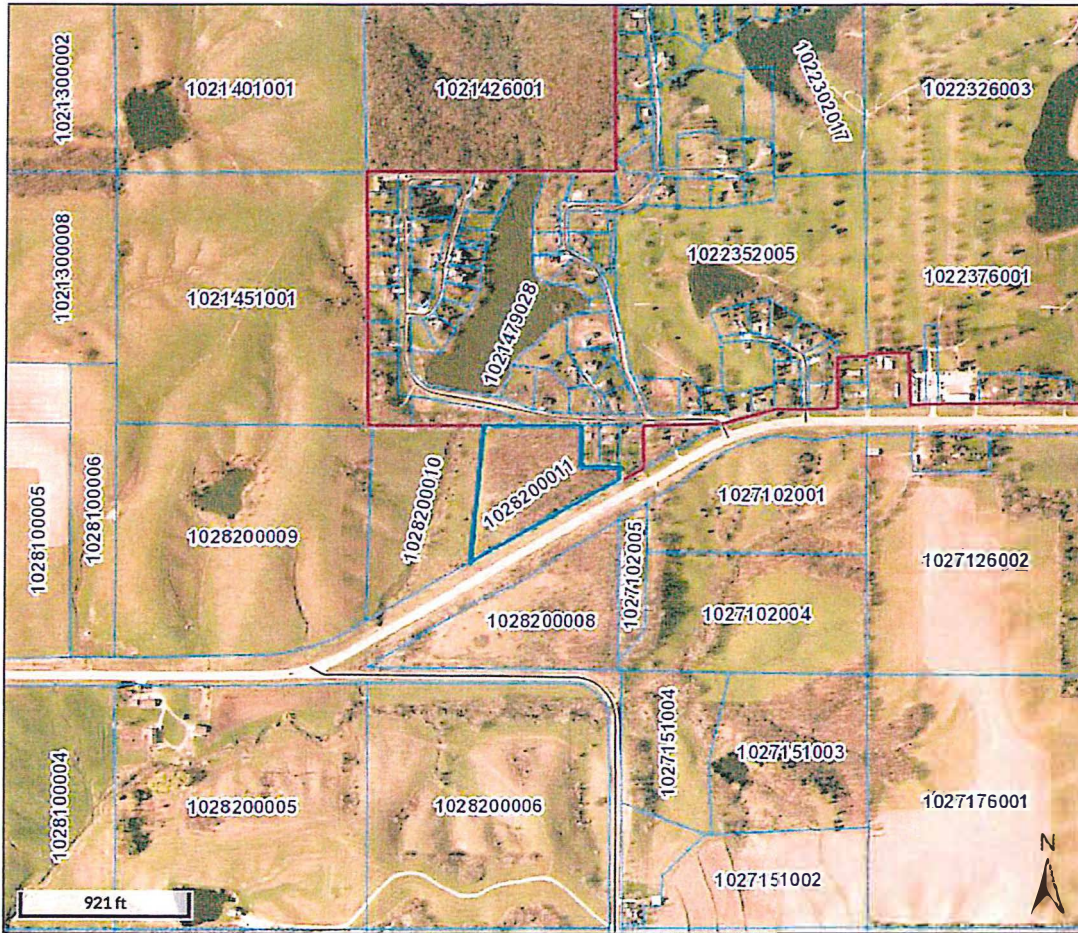


Clapsadde Garber Associates, Inc.  
 18 East Main Street  
 Marshalltown, Iowa 50158  
 Ph: 641-752-6721  
 www.clapsadde-garber.com

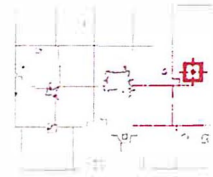
DRAWN	TMM	SHEET NO
DATE	1-27-2021	1 OF 2
PROJECT NO	79116.05	

Clapsadde Garber Associates, Inc. (2/12/2021)










**Overview**



**Legend**

- Parcels**
  -  Parcel
  -  BLL
  -  Corporate Limits
- Political Township**
- Roads**
  -  Local
  -  Primary Highway
  -  Secondary Highway
  -  Other

Parcel ID	1028200011	Alternate ID	n/a	Owner Address	STRAWSER-PICADO, ZANER
Sec/Twp/Rng	28-80-17	Class	A		2501 BOYDST
Property Address		Acreage	7.46		DES MOINES, IA 50317
District	RCGN8				
Brief Tax Description	SECTION:28 TOWNSHIP:80 RANGE:17 PARCEL B NENE				
	(Note: Not to be used on legal documents)				

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 10/14/2021  
Last Data Uploaded: 10/13/2021 7:16:03 PM

Developed by  **Schneider**  
GEOSPATIAL



JASPER COUNTY  
Group # 33164  
Contract Period 01/01/2022 Through 12/31/2022  
Financial Exhibit  
Delta Dental PPO™

Enrollment at Renewal		Enrollment as of Previous Renewal	
Single	62	Single	68
Family	95	Family	95
Total	157	Total	163
Current Rates			
Effective 01/01/2021 through 12/31/2021		Projected Annual Expense	
Single	\$38.96	\$163,369	Annual trend used in renewal pricing 3.0%
Family	\$117.88		
Renewal Rates			
Effective 01/01/2022 through 12/31/2022		Projected Annual Expense	Renewal Percentage Change 0.0%
Single	\$38.96	\$163,369	
Family	\$117.88		
Insured rates include standard broker commissions			

Percent of Premium Contributed by Employer: Single \_\_\_\_\_% Emp/Spouse \_\_\_\_\_% Emp/Child(ren) \_\_\_\_\_% Family \_\_\_\_\_%

Total Employees Enrolled: \_\_\_\_\_

Total Employees Eligible: \_\_\_\_\_

Signature of Group Administrator  
Please sign and return to fax # 888-337-5157

E-Mail Address

Date

DELTA DENTAL OF IOWA



Account Number: 1058604

Anniversary Date: January 1, 2022



November 20, 2021

JASPER COUNTY, IA  
ATTN: MELISSA HARTGERS  
101 1ST ST N  
NEWTON, IA 50208

MELLER\*R A\*INC  
R A MELLER INC  
20963 US HIGHWAY 65  
COLO, IA 50056-8555

As you approach your upcoming renewal with Principal Life Insurance Company, we would like to thank you for your business over the past year. Our goal is to offer competitive benefit solutions supported with exceptional service. Your business is very important to us and we look forward to working with you over the next year.

#### Your Renewal

We are pleased to inform you that your rates will not change. Your Principal Life coverage will renew on your policy anniversary date of January 1, 2022.

#### How to Renew Coverage

To renew coverage, your payment of the premium due is acceptance of your rates. We look forward to continuing our relationship with you and fulfilling your needs in the coming year.

#### Take Advantage of Discounts

You may be able to take advantage of the Principal Life **Multiple Product Discount** when at least three qualifying coverages are in force. A strong and competitive benefit offering will help you retain quality employees.

#### Contact Us

To inquire about this renewal or explore alternate benefit designs, contact your broker or local Principal Life Insurance Company sales office at 515-223-4931.

Sincerely,

Group Benefits Underwriting  
Specialty Benefits Division

**RENEWAL RATES**  
Effective January 1, 2022

**GROUP TERM LIFE - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2022.

**ALL MEMBERS, CLOSED CLASS RANDY FREESE**

Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$4,894,000 163	\$0.238	\$1,164.78	\$0.238	\$1,164.78

Renewal Premium Percent of Change No change

**ACCIDENTAL DEATH & DISMEMBERMENT - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2022.

**Active Members Only**

Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$4,894,000 163	\$0.031	\$151.71	\$0.031	\$151.71

Renewal Premium Percent of Change No change

**GROUP VOLUNTARY TERM LIFE - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2022.

**ALL MEMBERS**

Age Range	Current Rate	Renewal Rate	Volume Lives	Current Monthly Premium	Renewal Monthly Premium
<b>Employee</b>					
0 - 29	\$0.087	\$0.087			
30 - 34	\$0.096	\$0.096			
35 - 39	\$0.144	\$0.144			
40 - 44	\$0.233	\$0.233			
45 - 49	\$0.359	\$0.359			
50 - 54	\$0.585	\$0.585			
55 - 59	\$0.919	\$0.919			
60 - 64	\$1.276	\$1.276			
65 - 69	\$2.355	\$2.355			
70 & over	\$3.877	\$3.877			
<b>Total</b>			\$3,639,000 60	\$1,621.80	\$1,621.80

Renewal Premium Percent of Change No change

Account Number: 1058604

Anniversary Date: January 1, 2022

Spouse					
0 - 29	\$0.087	\$0.087			
30 - 34	\$0.096	\$0.096			
35 - 39	\$0.144	\$0.144			
40 - 44	\$0.233	\$0.233			
45 - 49	\$0.359	\$0.359			
50 - 54	\$0.585	\$0.585			
55 - 59	\$0.919	\$0.919			
60 - 64	\$1.276	\$1.276			
65 - 69	\$2.355	\$2.355			
70 & over	\$3.877	\$3.877			
<b>Total</b>			\$721,500 28	\$417.71	\$417.71
<b>Renewal Premium Percent of Change</b>					<b>No change</b>

**VOLUNTARY TERM ACCIDENTAL DEATH & DISMEMBERMENT - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2022.

Active Employee & Spouse Members Only				
Volume	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$4,360,500	\$0.031	\$135.18	\$0.031	\$135.18
<b>Renewal Premium Percent of Change</b>				<b>No change</b>

**VOLUNTARY TERM CHILD INSURANCE - Rates are expressed as Per Family Per Month**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2022.

Eligible Members					
Amount of Coverage	Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$10,000	9	\$2.00	\$18.00	\$2.00	\$18.00
\$20,000	3	\$4.00	\$12.00	\$4.00	\$12.00
\$5,000	3	\$1.00	\$3.00	\$1.00	\$3.00
\$15,000	1	\$3.00	\$3.00	\$3.00	\$3.00
\$25,000	14	\$5.00	\$70.00	\$5.00	\$70.00
<b>Total</b>			<b>\$106.00</b>		<b>\$106.00</b>

**LONG TERM DISABILITY**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2022.

ALL MEMBERS				
Rates are expressed as a Percent of Covered Monthly Earnings				
Covered Monthly Earnings/Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$647,966 / 160	0.59%	\$3,823.00	0.59%	\$3,823.00
Renewal Premium Percent of Change				No change

**VISION**

Your rates are not changing.

Renewal rates are guaranteed through December 31, 2022.

ALL MEMBERS					
	Lives	Current Rates	Renewal Rates	Current Monthly Premium	Renewal Monthly Premium
Employee	70	\$8.00	\$8.00	\$560.00	\$560.00
Employee & Spouse	103	\$22.78	\$22.78	\$2,346.34	\$2,346.34
Employee & Child(ren)	0	\$22.78	\$22.78	\$ .00	\$ .00
Family	0	\$22.78	\$22.78	\$ .00	\$ .00
<b>TOTAL</b>				\$2,906.34	\$2,906.34
Renewal Premium Percent of Change					No change

Renewal Premium Percent of Change. The renewal premium percent of change is based on information presented in this letter.



Principal Life Insurance Company  
 Des Moines, Iowa 50392  
 ©2017-2020 Principal Financial Services, Inc.



## 2022 JASPER COUNTY CAFETERIA PLAN ELECTION FORM (Elected Officials & Deputies)

### Employee Information

Your Name (last, first, middle initial)	Social Security Number/ID number		
Address (street)	City	State	ZIP code
Please Mark Box If New Address <input type="checkbox"/>			

After 9 months of paid claims with the new self-funded medical plan, the County paid claims loss ratio is at 72%. The industry target loss ratio is 85% which has Jasper County 13% below the target and resulted in a 5% increase for the new benefit plan year. Hopefully, at a minimum this trend can continue throughout this calendar year and no reason for it to stop there.

Again, Principal is offering a re-opening for the Voluntary Term Life up to 2 units each per employee, spouse, and child(ren) without a statement of health. This includes all current and future first-time enrollees. Any 1 dependent(s) coverage total cannot exceed employee insured coverage amount.

***The County's medical plan contribution for plan #3 coverage will be 90% of the monthly rates. Employees will contribute 10% for single and family coverage. The County monthly contribution will be \$836.20 for single and \$1,865.50 for family coverage.***

Open enrollment for completing paperwork will begin November 1 with forms to be returned by November 12. **The Federal ERISA and IRC Section 125 codes require employees to annually designate their plan choice and either elect or waive participation in the pre-tax and/or flexible spending account.**

Some items to remember: A Flexible Spending Account (IRC 125) election can only be changed during the year for a qualifying event (e.g. Birth, Death, Divorce, and Marriage). The Principal vision plan does not have a calendar year deductible or co-insurance and therefore benefits are based upon the last date-of-service. The medical and dental plans have calendar year deductibles and out-of-pocket maximums. If a member terminates the dental plan and later wishes to re-enroll, they will be subject to one and 2-year deferred benefits for Basic and Major Services. Dependent children will have a 3-year deferred benefit for Orthodontics.

The following outline provides the Single and Family elections and the associated monthly costs:

**#3.) Wellmark - BlueChoice \$500**

\$762.44 Single or  \$1,906.10 Family

**#4) Wellmark - BlueChoice \$2800/\$5600 (HDHP/HSA)**

\$609.82 Single or  \$1,524.54 Family

**#5.) Delta Dental of IA – Dental Coverage**

\$38.96 Single or  \$78.92 Dependent cost

**#6.) Principal Life Company – Vision Coverage**

\$8.00 Single or  \$14.78 Dependent cost

**#7.) I Elect to Direct the Balance of County Flex Dollars \$\_\_\_\_\_ per month  
Into my Section 125 Healthcare Expense Account, or**

**I Elect to Direct the Balance of County Flex \$\_\_\_\_\_ per month  
Into my Section 125 Dependent Care Reimbursement Account,**

or

**Health Savings Account (HSA) \$\_\_\_\_\_ per month**

**(EMPLOYEE MONEY)**

**#8.) I Elect to Direct from my wages \$\_\_\_\_\_ per month  
to my Section 125 Healthcare Expense Account or**

**I Elect to Direct from my wages \$\_\_\_\_\_ per month  
to my Section 125 Dependent Care Reimbursement Account**

and/or

**Health Savings Account (HSA) \$\_\_\_\_\_ per month**

**I decline to participate in our FSA.**

You have the option to use IRC Section 125 (Flex I) to fund any payroll deduction. The pre-tax savings is approximately 27.65% (15% Federal, 5% State and 7.65% FICA).

I authorize my future compensation to be reduced by the amount exceeding the employer contribution. This amount will be on my behalf to the county Section 125 Premium Only Plan. I understand this reduces my wages for Social Security purposes, and may reduce my Social Security disability and retirement benefits. I also understand that once I made this election, I can only change it during the election period prior to the next plan year, or if there has been a qualifying change in my family's status, employment or group health care coverage as determined by IRS regulations. NOTE: Changes in election allowed due to a qualifying change in family status must be made no later than 30 days after the date of the qualifying change in status.

I understand the deadline to return this form is November 12, 2021.

Signed: \_\_\_\_\_

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

## 2022 JASPER COUNTY CAFETERIA PLAN ELECTION FORM

### Employee Information

Your Name (last, first, middle initial)	Social Security Number/ID number		
Address (street)	City	State	ZIP code
Please Mark Box If New Address <input type="checkbox"/>			

After 9 months of paid claims with the new self-funded medical plan, the County paid claims loss ratio is at 72%. The industry target loss ratio is 85% which has Jasper County 13% below the target and resulted in a 5% increase for the new benefit plan year. Hopefully, at a minimum this trend can continue throughout this calendar year and no reason for it to stop there.

Again, Principal is offering a re-opening for the Voluntary Term Life up to 2 units each per employee, spouse, and child(ren) without a statement of health. This includes all current and future first-time enrollees. Any 1 dependent(s) coverage total cannot exceed employee insured coverage amount.

***The County's medical plan contribution for plan #3 coverage will be 90% of the monthly rates. Employees will contribute 10% for single and family coverage. The County monthly contribution will be \$686.20 for single and \$1,715.50 for family coverage.***

Open enrollment for completing paperwork will begin November 1 with forms to be returned by November 12. **The Federal ERISA and IRC Section 125 codes require employees to annually designate their plan choice and either elect or waive participation in the pre-tax and/or flexible spending account.**

Some items to remember: A Flexible Spending Account (IRC 125) election can only be changed during the year for a qualifying event (e.g. Birth, Death, Divorce, and Marriage). The Principal vision plan does not have a calendar year deductible or co-insurance and therefore benefits are based upon the last date-of-service. The medical and dental plans have calendar year deductibles and out-of-pocket maximums. If a member terminates the dental plan and later wishes to re-enroll, they will be subject to one and 2-year deferred benefits for Basic and Major Services. Dependent children will have a 3-year deferred benefit for Orthodontics.

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Into my Section 125 Healthcare Expense Account, or**

**I Elect to Direct the Balance of County Flex \$\_\_\_\_\_ per month  
Into my Section 125 Dependent Care Reimbursement Account,**

**or**

**Health Savings Account (HSA) \$\_\_\_\_\_ per month**

**(EMPLOYEE MONEY)**

**#8.) I Elect to Direct from my wages \$\_\_\_\_\_ per month  
to my Section 125 Healthcare Expense Account or**

**I Elect to Direct from my wages \$\_\_\_\_\_ per month  
to my Section 125 Dependent Care Reimbursement Account**

**and/or**

**Health Savings Account (HSA) \$\_\_\_\_\_ per month**

**I decline to participate in our FSA.**

You have the option to use IRC Section 125 (Flex I) to fund any payroll deduction. The pre-tax savings is approximately 27.65% (15% Federal, 5% State and 7.65% FICA).

I authorize my future compensation to be reduced by the amount exceeding the employer contribution. This amount will be on my behalf to the county Section 125 Premium Only Plan. I understand this reduces my wages for Social Security purposes, and may reduce my Social Security disability and retirement benefits. I also understand that once I made this election, I can only change it during the election period prior to the next plan year, or if there has been a qualifying change in my family's status, employment or group health care coverage as determined by IRS regulations. **NOTE:** Changes in election allowed due to a qualifying change in family status must be made no later than 30 days after the date of the qualifying change in status.

I understand the deadline to return this form is November 12, 2021.

Signed:\_\_\_\_\_

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



Tuesday, October 12, 2021 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Talsma, and Cupples present and accounted for; Chairman Cupples presiding.

Motion by Talsma and seconded by Carpenter to approve the 2022 Holiday Schedule.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-72, a hiring resolution certifying the following appointment 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>
Veterans Affairs	Temporary Part-Time Clerk	Alyssa Flood	\$20.00	Standard Rate	10/12/21

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-73 giving County Engineer, Michael Frietsch, authority to execute the certification of completion of work and final acceptance with plans and specification with all Farm-to-Market and Federal or State aid construction projects.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Talsma and seconded by Carpenter authorizing Sully Construction to do tiling work on the County Home Farm for an amount up to \$10,000.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma and seconded by Carpenter to approve Recorder's Monthly Report of fees for the period beginning September 1, 2021 and ending September 30, 2021.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to approve Sheriff's Quarterly Reports for the periods ending December 31, 2020, March 31, 2021, June 30, 2021, FY21 – July 1, 2020 through June 30, 2021, September 30, 2021. It was noted that past reports had been provided to the Auditor's office, but were placed in the file and were never put on the agenda for approval.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Talsma to approve claims paid through September 12, 2021.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Talsma to approve Board of Supervisors Minutes for September 5, 2021.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Carpenter to appoint Mike Frietsch to the Central Iowa Regional Transportation Planning Alliance replacing Russell Stutt.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Cupples to reappoint Caitlyn Otto to the Local Housing Trust Fund, term to expire 6/30/2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Talsma to enter closed session at the request of the County Attorney, Scott Nicholson, in accordance with Iowa Code 21.5(c) "To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent..."

YEA: CARPENTER, TALSMA, CUPPLES

The Supervisors came back into Open Session.

Motion by Talsma and seconded by Carpenter to appoint Brandon Talsma as point man in the opioid litigation settlement.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Talsma and seconded by Carpenter to adjourn the Tuesday, September 12, 2021, meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMA, CUPPLES

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Dennis K. Parrott, Auditor

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Doug Cupples, Chairman