

BOARD OF SUPERVISORS MEETING

Meeting Notice

Tama County Board of Supervisors

Tues., May 26, 2026

Meetings may also be available online for viewing and/or participating in by clicking the below link barring no power, internet, or equipment failure or other unforeseen circumstances. Meetings will still be held if there is no electronic availability.

[Click here to join meeting](#)

Agenda Schedule

** Agenda is not printed in any particular order, only time specific items will be addressed at certain times

8:30AM

Call to Order, Pledge of Allegiance

Approve agenda

Public comments-This time is set aside for public comments on County business topics. To be recognized raise your hand or stand. After recognition by the Chair, state your name and address. You may speak one time per issue. If the comment is for an item not on the agenda, please understand the Board of Supervisors will not act on your comments at this meeting due to the Open Meetings Law requirements but may do so at a future board meeting by placing it on the agenda. The Chair and Board members welcome comments from the public; however, all comments must be directed to the board and not others in attendance; keep your comments germane; it is not appropriate to use profane, obscene, or slanderous language. No personal attacks will be allowed. The Chair may limit each speaker to three minutes.

Discuss/Approve 5/18/26 regular minutes

Engineer-road projects report

Discussion/possible action on truck bids for Engineer Department

Discussion/possible action to set date & time of Primary Election Canvass

Discussion/possible action on General Service Agreement with Tama County Livestock and Fair Association

Discussion/possible action regarding copier contracts

Discussion/approve claims

New Business:

Discussion/possible action: Supervisor reports

Public comments

Adjourn

Board of Supervisors Minutes
May 18, 2026

The Tama County Board of Supervisors met at 8:30 a.m. May 18, 2026. Present: 1st District Supervisor, Curt Hilmer; 2nd District Supervisor, David Turner; 3rd District Supervisor, Heather Knebel; 4th District Supervisor, Mark Doland and 5th District Supervisor, Curt Kupka. Also, Tama County Auditor, Karen Rohrs, and members of the public.

The Pledge of Allegiance was recited.

Motion by Turner, seconded by Kupka to approve the agenda. Discussion: None. All voted aye. Motion carried.

Public Comments: Public comments were heard from Berleen Wobeter. Public comment time closed at 8:38 am.

Motion by Knebel, seconded by Hilmer to approve the minutes of the May 11th regular meeting. Discussion: None. All voted aye. Motion carried.

Supervisor Kupka gave a roads project report. The Board also discussed receiving rock from the Salt Creek Wind I project and maintenance needs on L Ave near Dinsdale.

Nick Amelon, Interim Tama County Engineer, submitted an updated Preconstruction Agreement for rumble strips on Highway T47 north of Highway 30. The updated agreement reflects the correct cost of \$1,400 for two rumble strips. Motion by Hilmer, seconded by Turner to approve the updated Preconstruction Agreement and authorize the chairman and auditor to sign the document. Discussion: None. All voted aye. Motion carried.

Mike Gilchrist and Berleen Wobeter, with Council on Aging, was present to discuss the needs within Tama County with the Board of Supervisors. Mike also handed out an application for the Board to disburse to their constituents to apply for funds.

Dirk Henle, Tama County Maintenance Director, informed the Board of drainage tile issues at the Tama County Farm. Supervisor Kupka will obtain an estimate for the cost of addressing the problem. No action was taken.

The Board reviewed a HomeBase Iowa application submitted by Hunter Clark. The Board received proof that Mr. Clark does own a home in Tama County and is currently an active member of the military. Motion by Hilmer, seconded by Turner to approve Hunter Clark's HomeBase Iowa application and authorizes the auditor to issue payment to Mr. Clark in the amount of \$2,500. Discussion: None. All voted aye. Motion carried.

Motion by Turner, seconded by Knebel to approve moving next week's meeting to Tuesday, May 26th at 8:30 am, due to the Memorial Day Holiday. Discussion: None. All voted aye. Motion carried.

An update to Backyard Vines LLC Alcohol Permit Ownership has been submitted. Motion by Knebel, seconded by Kupka to approve the update to Backyard Vines LLC Alcohol Permit Ownership. Discussion: None. All voted aye. Motion carried.

Motion by Kupka, seconded by Turner to approve the annual liquor license for Rusty Ridge Campground. Discussion: None. All voted aye. Motion carried.

Supervisor Turner informed the Board that he is meeting with a copier vendor this afternoon and that once he has decided on which contracts to go with, he would like the county attorney to review the contracts. He also informed the Board that he has been made aware of a contract that Public Health entered into three months ago for fax services that is no longer needed due to Public Health decertifying, and it will cost Public Health \$30,000 to cancel the contract. No action taken.

Motion by Turner, seconded by Kupka to approve the claims for payment as presented in the amount of \$221,895.49. Discussion: None. All voted aye. Motion carried.

New Business: Supervisor Turner informed the Board that work is ongoing to resolve issues related to the Aureon switch over. He also stated that he feels contracts should be presented to the Board of Supervisors for review and approved by the chair prior to execution. In addition, he stated that all contracts should be reviewed by the county attorney or other legal counsel before being finalized.

Public Comments: Public comments were heard from Karen Murty. Public comment time closed at 9:34 am.

Motion by Hilmer, seconded by Turner to adjourn the meeting. All voted aye. Motion carried. Chairman Doland adjourned the meeting at 9:34 am.

These minutes are intended to provide a summary of the discussions and decisions made during the Board of Supervisor meeting. For the most accurate and comprehensive record, please refer to the audio recording of the meeting that can be provided upon request at the auditor's office.

GENERAL SERVICE AGREEMENT

This Agreement (“Agreement”) is hereby entered into between Tama County, Iowa (“County”), and The Tama County Livestock and Fair Association (“Contractor”) (individually, each is a “Party” and they are collectively the “Parties”) for promoting economic development by providing an annual junior achievement fair to allow the youth of Tama County to display projects they have prepared thereby promoting tourism, civic engagement, community recreation, and resulting economic benefits to the County.

I. INTRODUCTION

County has identified public purposes that can be advanced by providing certain services to its citizens. Such public purposes include, but are not limited to, promoting economic development by providing a junior achievement fair for the youth of Tama County, promoting tourism, civic engagement, community recreation, and resulting economic benefits to the County.

County has invited entities to share with County the services they can provide to advance said public purposes;

Contractor has demonstrated that it provides such services, that it advances the above public purposes, and that it will do so in a manner preferable to other providers of similar services; and

Contractor is agreeable to providing such services to the County according to the terms set forth in this Agreement.

II. PURPOSE

The purpose of this Agreement is to set forth the terms of, and consideration for, those services the Contractor provides with County funding, including but not limited to, promoting economic development by providing a junior achievement fair for the youth of Tama County, Iowa, promoting tourism, civic engagement, community recreation, and resulting economic benefits to the County.

III. RESPONSIBILITIES

In exchange for payment by the County, the Contractor shall:

1. Ascertain eligibility and qualifications for services provided under this Agreement.
2. Provide services including the following during Fiscal Year 2027 (July 1, 2026- June 30, 2027):
 - a. Plan, schedule, and operate a junior achievement fair (county fair) during the term of this agreement.
3. Provide an invoice to the County that details the services provided and how they satisfied the goals of the submitted application, including performance measures such as the number of individuals served using these funds.

4. Provide reasonable participation in meetings concerning the use of County funds and the services provided under this Agreement.

The County shall:

1. Allocate total Fiscal Year 2027 (July 1, 2026- June 30, 2027) funding in the amount of \$22,500.00.
2. Pay the above amount as invoiced for the above services up to the total allocation for the Fiscal Year.

IV. TERM OF AGREEMENT/TERMINATION

1. Term. The term of this Agreement shall be Fiscal Year 2027 (July 1, 2026- June 30, 2027).
2. Renewal. This Agreement shall not automatically renew and is subject to annual appropriation. Each fiscal year requires County approval and a new Agreement. Lack of appropriation permits termination of this Agreement without penalty upon written notice.
3. Early Termination. Either Party may terminate this agreement by giving the other party 30 days' written notice of termination. Amounts due for services under this Agreement shall be pro-rated to the time during which this Agreement was actually in effect.
4. Material Breach. Except in case of emergencies posing immediate health and safety risks, a Party alleging material breach must give written notice describing the breach and allow 15 days to cure.
5. Mutual Termination. This Agreement may be terminated at any time by mutual agreement of the Parties.
6. Effect of Termination. Except as otherwise provided in this Agreement or in any mutual agreement for termination, the obligations of the Contractor will end upon the termination of this Agreement.

V. PERFORMANCE

1. Contractor will plan, schedule, and operate the Tama County Fair between July 13, 2026 through July 19, 2026, providing: (i) an event schedule and site plan; (ii) a safety and staffing plan; and (iii) a post-event report including attendance and participant counts. Failure to meet material milestones after notice and an opportunity to cure constitutes a material breach.
2. The County shall select an Administrator for this cooperative undertaking whose duties shall include reviewing performance measures, communicating between the Parties, and all other necessary powers to ensure the mutual performance and satisfaction of this Agreement between the Parties.
3. The Parties shall do all things necessary to ensure that the terms of this Agreement take effect.

4. Any deliberate effort to prevent this Agreement from taking effect shall constitute a material breach of this Agreement.

VI. COMPENSATION

1. The County shall compensate the Contractor up to a maximum of \$22,500.00 for Fiscal Year 2027 (July 1, 2026- June 30, 2027).
2. The Contractor shall invoice the County for the amount due for Fiscal Year 2027 (July 1, 2026- June 30, 2027).
3. At least 30 days shall be allowed for payment.
4. The amount stated will be the entire amount paid for services pursuant to this agreement, and the County shall not be obligated to pay any other expenses, even if incurred in connection with providing services pursuant to this Agreement.
5. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's sole discretion, engage a third-party subcontractor to perform some or all of the obligations of the Contractor under this Agreement.
6. In the event the Contractor hires a Subcontractor:
 - a. The Contractor will pay the Subcontractor for Subcontractor's services;
 - b. Contractor shall provide the County written notice of any Subcontractors hired within seven days of hiring a Subcontractor.
 - c. The compensation payable under this Agreement shall be paid by the County to the Contractor only; and
 - d. For purposes of the indemnification clause in this Agreement, the Subcontractor is an agent of the Contractor.

VII. AUTONOMY.

1. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision-making in relation to providing services pursuant to this Agreement.
2. The Contractor will work autonomously and not at the direction of the County.
3. However, the Contractor will be responsive to the reasonable needs and concerns of the County.

VIII. EQUIPMENT.

1. Except as otherwise provided in this Agreement, the Contractor will provide, at Contractor's own expense, all tools, machinery, equipment, raw materials, supplies, workwear, protective personal equipment, and anything else deemed necessary or advisable to carry out services pursuant to this Agreement ("Equipment").
2. This obligation extends to maintenance, storage, and usage of any such Equipment.

- IX. **NO EXCLUSIVITY.** The Parties acknowledge and agree that this Agreement is non-exclusive and that either Party will be free, during and after the term of this Agreement, to contract with or otherwise engage third parties for services similar to the services provided pursuant to this Agreement.
- X. **NOTICE.** All notices, requests, demands, or other communications required or permitted by this Agreement shall be given in writing and delivered to the other Party at the address listed below:
1. **To Tama County:**
Chair, Board of Supervisors
Tama County Anex
104 West State Street
Toledo, Iowa 52342
 2. **To Contractor:**
Tama County Livestock and Fair Association
P.O. Box 243
Toledo, Iowa 52342
- Notices will be deemed to have been properly delivered (a) immediately upon being served personally; (b) two (2) days after being deposited with the postal service, postage prepaid, if served by regular mail; or (c) the following day after being deposited with an overnight courier.
- XI. **PERMORMANCE REVIEW.** The County reserves the right to review performance of the Contractor to ensure that the Contractor is adequately delivering services in accordance with the County's identified public purposes.
- XII. **INDEMNIFICATION.** It is the intention of the Parties that the acts or omissions of one of the Parties shall not be the legal responsibility of the other Party. Except to the extent paid in settlement from any applicable insurance policies, each Party, as its interests appear, shall defend, indemnify, save and hold harmless the other Party, its officers, agents and employees from and against any and all claims, demands, actions or causes of action of whatever character or nature arising out of or by reason of any damage, injury, or claim causally connected to acts or omissions of that Party (the indemnifying Party), its agents, officers, employees, assigns, volunteers or clients. The indemnifying Party further agrees to pay the cost of any litigation, including attorney fees, arising out of said claims, for the other Party. Defense and settlement will be coordinated reasonably. No settlement shall admit fault or impose obligations without consent of both Parties.

- XIII. **INSURANCE.** Contractor will maintain, at its expense: (i) Commercial General Liability (CGL) \$1,000,000 per occurrence / \$2,000,000 aggregate; (ii) Auto \$1,000,000 combined single limit; (iii) Workers' Compensation when required by law; (iv) Umbrella \$2,000,000. County shall be named as additional insured (CGL/Auto). Certificates due before services commence.
- XIV. **NON-DISCRIMINATION.** The Contractor shall not deny, restrict access to, or provide inferior service to any client or potential client, solely on the basis of sex, age, race, national origin, religion, or physical or mental handicap.
- XV. **AMENDMENT/MODIFICATION.** This Agreement may be modified, by mutual agreement in writing and signed by both parties, prior to its expiration.
- XVI. **ASSIGNMENT.** The Contractor shall not, either voluntarily or by operation of law, assign or otherwise transfer its obligations under this Agreement without the express prior written consent of the County.
- XVII. **CAPACITY/INDEPENDENT CONTRACTOR.** In providing the services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the County acknowledge that this Agreement does not create a partnership, joint venture, or employment relationship between them. This is exclusively a contract for service. The County is not required to pay, or to make any contributions to, any social security, local tax, state tax, federal tax, unemployment compensation, workers compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor during the term of this Agreement. The Contractor is responsible for paying all wages and benefits, and for complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement.
- XVIII. **FORCE MAJURE.** Neither Party is liable for any delay or failure to perform due to events beyond their reasonable control, including severe weather, provided the affected Party gives prompt notice and resumes performance as soon as reasonably practicable.
- XIX. **COMPLIANCE AND NOTIFICATION.** Contractor shall comply with all applicable laws, permits, and policies; implement a written safety plan for the event; and shall forward copies of all injury or property damage reports to the County as soon as reasonably practicable.
- XX. **NON-DISCLOSURE.** Each Party will protect nonpublic information received from the other. County may use Contractor-provided statistics and images for public reporting

with attribution. Ownership of each Party's pre-existing intellectual property shall be retained by such Party.

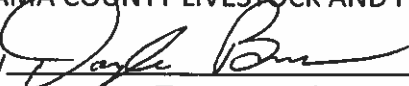
XXI. RIGHT OF SUBSTITUTION. Words in the singular mean and include the plural and vice versa. Words in the masculine, feminine, or neuter mean and include the other genders.

XXII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The Iowa District Court of Tama County shall have exclusive jurisdiction to preside over and rule upon any dispute concerning this Agreement.

XXIII. SEVERABILITY. In the event that one or more provisions of this Agreement are deemed invalid or otherwise unenforceable, such invalid or unenforceable provisions shall be severed from this Agreement, and all other provisions in the Agreement shall remain valid and enforceable.

XXIV. WAIVER. The waiver by either Party of a breach, default, delay, or omission as to any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same, or of any other, provision(s).

TAMA COUNTY LIVESTOCK AND FAIR ASSOCIATION

By 

Print Name Douglas Bruene

Title President

Date 5/18/26

TAMA COUNTY, IOWA

By _____

Print Name _____

Title _____

Date _____