



Parks Committee Meeting Agenda Thursday, April 24th, 2025 @ 6:00 PM

Committee Members:

- Missy Haff- Diamond Club
- Roman Siltman-Councilmember/Commissioner/4H
- Jory Carlson-Councilmember
- Ric McClary-Retired PLPD Reserve Officer
- Jon Lubke-CWC Commissioner
- Terry Palmer-VFW Post 3839
- Don & Marna Lohse-Lions Club
- Diane Hamen – Resident
- Ben VonBank –Diamond Club

City of Jenkins
33861 Cottage Avenue
Jenkins, MN 56474
(218) 568-4637
www.cityofjenkins.com

Join Zoom Meeting
<https://zoom.us/join>
Meeting ID: 353 029 2895
Password: 56474
Dial by location: (312) 626-6799 (US Chicago)

NOTE: Printed materials relating to agenda items are available for public inspection in a three-ring binder by Council Chamber entrance.

1. New Business
 - a. Basketball Court
 - i. Tree trimming
 - ii. Court striping
 - b. Community Events/Summer Activities
 - i. 4th of July Parade
 - ii. Grill-Out/BBQ
 - c. Sand Volleyball Court Opportunity
2. Unfinished Business
 - a. Fundraising
 - b. Cemetery Flags for Veterans
 - i. Volunteers
 - ii. Flag purchase
 - c. Movie in the Park
 - i. Follow-up on info provided by Clerk Okerman
 - d. Rental Agreement Review
 - i. Diamond Club and ISD 186 Ballfield Agreements
 - ii. Concession Stand Lease Agreement
 - iii. Veteran's Park Pavilion/Council Chambers Agreement
 - e. Playground Equipment & Woodchips
3. Miscellaneous/Communication
4. Adjournment



AGENDA ITEM #

1a

REPORT TO PARK COMMITTEE

Prepared by: Cassandra Delougherty
Date: April 23rd, 2025
Subject: Basketball Court

Report: Councilmember/Commissioner/Committee Member Siltman has requested quotes for striping the basketball court.

Do any Committee Members have information on anyone else that can quote the City on the cost to stripe the basketball court?

Staff spoke to Roger in Public Works, and he will be able to trim the trees above the basketball court soon, so there shouldn't be any added cost above PW labor costs.

Requested Action: Please provide staff or Siltman information regarding any local professional services for striping.



AGENDA ITEM #

1b

REPORT TO PARK COMMITTEE

Prepared by: Cassandra Delougherty
Date: April 23rd, 2025
Subject: Community Events/Summer Activities

Report: Councilmember/Commissioner/Committee Member Siltman requested that summer activities and community events be discussed at this Committee Meeting.

A few potential options include a 4th of July parade, a grill-out/ barbeque, or something of the sort.

Rita R., Jenkins Area Lions Club lead, informed Deputy Delougherty that they will be putting on a "*Bikes, Trikes, & Car Show*" at the Jenkins VFW in July. Rita stated that she would provide further information on the date and time of the show in the near future.

Requested Action: Please determine community events/summer activities that the Committee would like staff to research so that the Committee can provide a recommendation to the Council for approval.

CATEGORIES ▾HOLIDAYS & EVENTS ▾SALE ▾

DEALSGraduationVacation Bible SchoolParty SuppliesToys & GamesCraftsFaithEducationCandy & SnacksHome & Decor

6" x 4" Bulk 72 Pc. Small Plastic American Flags on Plastic Sticks
72 Piece(s)
ON SALE **\$11.98**
29% OFF
★★★★★ (5)
ADD TO CART
[Quick View](#)

Bulk 1176 Pc. Patriotic Jewelry Parade Mix Kit
1176 Piece(s)
KIT PRICE **\$139.99**
SAVE 32%
★★★★★ (2)
ADD TO CART
[Quick View](#)

30" Bulk 144 Pc. Glow-in-the-Dark Patriotic Red, White & Blue Bead Necklaces
144 Piece(s)
\$32.99
★★★★☆ (5)
ADD TO CART
[Quick View](#)

5" Bulk 144 Pc. Patriotic Red, White & Blue Plastic Pinwheels
144 Piece(s)
\$59.99
★★★★☆ (32)
ADD TO CART
[Quick View](#)

Bulk 1000 Pc. Patriotic Red, White & Blue Classic Candy Assortment
1000 Piece(s)
\$92.99
★★★★☆ (49)
ADD TO CART
[Quick View](#)

12" x 18" Large Poly-Cotton American Flags on Wood Stick - 12 Pc. Per Dozen
\$27.99
★★★★★ (83)
ADD TO CART
[Quick View](#)

< . . . >

Similar Items



11 1/2" x 7 1/2" Medium American Flags - 12 Pc. Per Dozen
ON SALE **\$9.98**
41% OFF
★★★★☆ (32)
ADD TO CART
[Quick View](#)

18" x 11" Large Classic Plastic American Flags on Sticks - 12 Pc. Per Dozen
ON SALE **\$6.28**
19% OFF
★★★★★ (1)
ADD TO CART
[Quick View](#)

6" x 4" Bulk 72 Pc. Small Plastic American Flags on Plastic Sticks
72 Piece(s)
ON SALE **\$11.98**
29% OFF
★★★★★ (5)
ADD TO CART
[Quick View](#)

6" x 4" Bulk 1008 Pc. Small Classic Plastic American Flags on Sticks
1008 Piece(s)
KIT PRICE **\$179.98**
SAVE 24%
ADD TO CART
[Quick View](#)

6" x 4" Polyester Vintage American Flags on Plastic Sticks - 12 Pc. Per Dozen
ON SALE **\$4.98**
27% OFF
★★★★☆ (1)
ADD TO CART
[Quick View](#)

4 1/2" x 3" Bulk 144 Pc. Small Paper American Flags on Sticks
144 Piece(s)
ON SALE **\$5.48**
25% OFF
★★★★☆ (67)
ADD TO CART
[Quick View](#)

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Customer Reviews ★★☆☆☆ 3 Reviews



Questions & Answers 1 Question



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AGENDA ITEM #

1c

REPORT TO PARK COMMITTEE

Prepared by: Cassandra Delougherty
Date: April 23rd, 2025
Subject: Sand Volleyball Court Opportunity

Report: Deputy Delougherty received a verbal request by a resident that would like to see a sand volleyball court or two put in. Currently the nearest courts are in Crosslake or Nisswa. There is a league that plays in those areas, and installing a couple of courts would give the City an opportunity to be one of the locations, as there are several Jenkins residents that participate.

The resident that called mentioned that the group has access to landscaping equipment and would be willing to donate time and equipment to complete the installation. It was also mentioned that if the City purchased the sand, said volunteers have the ability and willingness to haul the sand, so there would be no delivery fee.

Requested Action: Please determine if the Committee would like staff to further research the opportunity, determine costs of materials and equipment, etc.



AGENDA ITEM # 2b

REPORT TO PARK COMMITTEE

Prepared by: Cassandra Delougherty
Date: April 23rd, 2025
Subject: Cemetery Flags for Veterans

Report: City staff spoke with Cathy Malica and were informed that she has never done anything with flags for Memorial Day at the cemetery.

Currently, 51 Veterans have been laid to rest in the Jenkins Cemetery.

Attached are a couple of examples of flags and costs.

Requested Action: Please determine a recommendation regarding size/style of flags, who will be responsible for putting the flags out before Memorial Day, and who will remove them after Memorial Day.

[Home](#) / [Flags](#) / [US Flags](#) / [US Stick Flags](#) / [Farming Flag](#) – U.S. Made American Stick Flags – Pack of 100

Limited Time! Take 25% off all Farming Flags!



Farming Flag – U.S. Made American Stick Flags – Pack of 100

The #1 Choice for Real Estate Marketing & Patriotic Displays



Looking for an effective way to **stand out in your community and leave a lasting impression**? Farming Flag **U.S. Made American Stick Flags** are not just a patriotic symbol—they're also a **powerful real estate marketing tool**.

Used by top real estate agents across the country, these high-quality **flags on a stick** are an affordable and eye-catching way to **connect with homeowners, build brand recognition, and create goodwill in the neighborhood**. Whether you're planting them for a holiday event or handing them out at an open house, these American stick flags are a surefire way to make an impact.

Number of Packs of 100	Price per Pack	Sale Price per Pack	Sale Price per Flag
1 – 4	\$99.00	\$74.25	\$0.74
5 – 9	\$94.00	\$70.50	\$0.71
10 – 24	\$90.00	\$67.50	\$0.68
25 – 49	\$87.00	\$65.25	\$0.65
50 – 99	\$85.00	\$63.75	\$0.64
100 +	\$83.00	\$62.25	\$0.62

-1+


Add to cart




SKU: 208239

Category: US Stick Flags

Frequently Bought Together



+



Price for both: \$110.99

Add both to Cart

- ☒ This Product: Farming Flag - U.S. Made American Stick Flags - Pack of 100 - ~~\$99.00~~ **\$74.25**
- ☒ Compliment Cards Pack of 100 - **\$11.99**



Description Additional information Reviews (0)

✓ Why Real Estate Agents Love Farming Flag Stick Flags

1. Generate Leads & Build Relationships

Real estate is all about **visibility and trust**, and nothing captures attention like a **neighborhood lined with American flags**. By placing **U.S. Made American Stick Flags** in front yards, you can:

- **Boost brand recognition** – Attach your business card for a professional, personal touch.
- **Engage potential buyers and sellers** – Homeowners appreciate the patriotic gesture, making them more likely to remember you when they need an agent.
- **Stand out from competitors** – A well-placed flag campaign sets you apart in crowded markets.

2. Perfect for Holiday & Community Events

- 🇺🇸 **Memorial Day & Veterans Day** – Honor those who served while reinforcing your presence in the neighborhood.
- 🇺🇸 **Fourth of July & Flag Day** – Create a stunning, patriotic display in your target farm area.
- 🏠 **Neighborhood Open Houses & Client Gifts** – Hand out flags at property showings or use them as closing gifts for new homeowners.
- 🧡 **Fundraising & Sponsorship Opportunities** – Partner with local schools, scout troops, or charities to fund a flag-planting campaign in exchange for marketing exposure.

3. Affordable, High-Impact Marketing

- **Bulk Packs of 100** – Ideal for large-scale neighborhood farming.
- **Cost-Effective Branding** – A lasting impression for a fraction of the cost of traditional advertising.
- **Customizable** – Attach your business card with our **Compliment Card packs** for a personalized touch.

★ Premium Quality & 100% Made in the USA

Farming Flag **U.S. Made American Stick Flags** are designed for **maximum durability and visibility**, ensuring they stand up to outdoor conditions while maintaining their bright, patriotic colors.

High-Quality Features:

- ✓ **Large & Eye-Catching** – 12" x 18" flag size for high visibility.
- ✓ **Durable & Weather-Resistant** – Made from UV, tear, and fade-resistant plastic.
- ✓ **Strong Wooden Staffs** – 30" kiln-dried, warp-resistant wood staffs prevent bending or breaking.
- ✓ **Secure Attachment** – Flags are double-stapled to the staff to ensure they stay in place.



CATEGORIES

HOLIDAYS & EVENTS

SALE

Search for Party, Wedding, Toy:

DEALS

Graduation

Vacation Bible School

Party Supplies

Toys & Games

Crafts

Faith

Education

Candy & Snacks

Home & Decor

Flo's Summer Deals – Up to 60% Off Crafts, Decor and More

Rad Grad Sale – Up to 50% Off Decorations, Tableware and More

Mother's Day Sale – Up to 50% Off Crafts, Gifts and More

Celebrate Your 2025 Grad – Party Supplies, Tableware and More



Party Supplies

Party Decorations

Flags & Bunting

Flags

11 1/2" x 7 1/2" Bulk 72 Pc. Medium Vinyl American Flags on Plastic Sticks

72 Piece(s) #14106058

3 Reviews

1 Question

ON SALE

\$12.98

was \$24.99 - 48% OFF

–

1

+

ADD TO CART

ADD TO WISH LIST

Product Details

Show off patriotic pride with these plastic flags. Hand these American flags out at your neighborhood parade, 4th of July party or Independence Day event. The crowd of parade watchers or partygoers will be delighted to hold these flags high and wave them for all to see. Flags are only printed on one side. Vinyl. (6 dozen per unit) 11 1/2" x 7

Specifications

MATERIAL	Plastic
BRAND	Oriental Trading

Shipping & Returns

We Are Fast!
Ships in 1 Business Day

110% Lowest Price
Guaranteed to Get More

90+ Years
US Owned in Omaha, NE

Award Winning
Customer Service

Customers Also Bought

This website stores data such as cookies to enable essential site functionality, as well as marketing, personalization, and analytics. It also uses session replay tools to improve site navigation and usability. By remaining on this website, you indicate your consent. If you are using an opt-out preference signal, we will honor that signal. [Cookie Policy](#)

Manage Preferences



AGENDA ITEM # 2c

REPORT TO PARK COMMITTEE

Prepared by: Cassandra Delougherty
Date: April 23rd, 2025
Subject: Movie in the Park

Report: Clerk Okerman provided information regarding the viewing of a movie in the park. Attached are the questions that need to be answered prior to a cost being determined by the motion picture company.

Requested Action: Please answer the attached questions so that staff can work with Swank Motion Pictures to determine the cost, which will be provided to the Committee at the next meeting.

Cassandra Delougherty

From: Krista Okerman <krista.okerman@cityofjenkins.com>
Sent: Wednesday, April 23, 2025 1:34 PM
To: cassandra.delougherty@cityofjenkins.com
Subject: FW: Movie Licensing Information
Attachments: Exhibition Request Form.pdf

From: Kaitlyn Godina <kgodina@swankmp.com>
Sent: Tuesday, March 25, 2025 3:34 PM
To: Krista Okerman <krista.okerman@cityofjenkins.com>
Subject: Movie Licensing Information

Hi Krista,

Thank you for your inquiry into the website. I would love to assist with any community movie nights that you are looking to have! Below you will find some licensing details and additional information that I will need.

The licenses are a one-time license and are based per movie, per event and the licensing fees are determined by: The movie title, where your showing will take place, your anticipated crowd size and whether or not you will be charging an admission. Can you please let me know the following and I can then get specific pricing to you:

- Where will your showing(s) take place? Inside your facility, outdoors, at another location, etc.?
- How many people do you anticipate at your showing(s)?
- Will you be charging an admission? If yes, how much?
- How many movie events are you looking to show throughout the year?
- Do you have any specific dates or movies in mind?

Getting Started

- You can browse our library of films on our [website](#), which are categorized based on the most popular themes programmed by our customers.
- Your licensing does need to be obtained before you are able to begin promoting your event. Ideally, we like to have at least 2 weeks' notice prior to your showing to get all in place.
- The attached Exhibition Request Form is what needs to be completed and e-mailed back to me to get your account setup and licensing in place. A confirmation e-mail and invoice will be sent within a few business days of receiving your completed order form. Please note, advanced payment is required.
- Once you have received confirmation of your licensing from Swank, you can begin promoting your event. Be sure to check out our [resource hub](#) to access the free promotional materials for our newest and most popular films.

Please let me know any additional questions you may have and I am happy to hop on a call as well. I look forward to assisting with your movie events!

Kaitlyn Godina
Senior Account Executive
Swank Motion Pictures
D: 314-984-6264
O: 800-876-5577

Kaitlyn Godina | Senior Account Executive | P:800.876.5577 | D:314.984.6264 | Email: kgodina@swankmp.com
Swank Motion Pictures, Inc. | 10795 Watson Road | St. Louis, MO 63127 | United States of America | www.swank.com

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Exhibition Request Form

Contact Information

Organization Name:

Contact Name:

Title:

Department:

Phone Number:

Secondary Phone Number:

Email Address:

How did you hear about Swank? Select an Item

Organization Physical/Shipping Address:
(Required: Cannot be a PO Box)

Organization Mailing Address
(If different from Physical/Shipping Address)

Organization Billing Address
(If different from Physical/Shipping Address)

Payment Information (See terms and conditions below for payment terms.)

Are you PO required?

☐ Yes ☐ No

Are you tax exempt? *

(A copy of your state sales tax exemption certificate is required. Please submit along with your completed Exhibition Request Form.)

☐ Yes

☐ No

Please select your preferred method of payment:

☐ Check ☐ Credit Card (It is optional to include credit card information below.)

Name as it appears on the card:

Card Number:

CVV Code:

Exp. Date (mo/yyyy):

Billing Zip Code:

☐ Charge now for the first license ☐ Charge now for the full order ☐ Save card on file to auto charge future orders

Screening Location

How many different locations will you be screening your movies? ☐ Indoor ☐ Outdoor Blankets/Chairs ☐ Drive-In

Name of screening location:

Address of screening location:

Additional
Event
Details

Are you charging admission or suggesting a donation for the event? ☐ Yes If so, how much? ☐ No

Anticipated Crowd Size: Select a Size (Indoor or Outdoor Blankets/Chairs)

Anticipated Crowd Size: Select a Number (Drive-In)

Requested Movies

Movie Title	Date of Screening	Do you need Swank to provide a rental DVD or Blu-Ray for an additional \$30 round trip shipping and handling fee, or will you provide your own?		
		<input type="radio"/> DVD	<input type="radio"/> Blu-Ray	<input type="radio"/> Own Copy
		<input type="radio"/> DVD	<input type="radio"/> Blu-Ray	<input type="radio"/> Own Copy
		<input type="radio"/> DVD	<input type="radio"/> Blu-Ray	<input type="radio"/> Own Copy

Please describe how you plan to promote your event

Terms and Conditions

Please check the boxes to acknowledge you have read and accepted the terms

☐

Cancellations – Notification of a change or cancellation must be given at least 10 business days' prior to your event. If an unforeseen circumstance (i.e. inclement weather, equipment malfunction, etc) prevents you from hosting your event you have up to one year in which to reschedule the same movie at no additional licensing fees. Notify your Account Executive the following business day so they can note the last minute cancellation on your account. Please note that the invoice is due at the time of your original show date.

☐

Advertising – You are permitted to use the studio approved artwork provided by Swank Motion Pictures. These images can be accessed on our website. Please note that these images may not be edited or altered and must include the copyright symbol and studio name. Advertising through media such as radio, television or newspaper is prohibited. Promotions by means of a lighted sign, billboard or marquee that can reasonably be seen by the general public may not include the name of the movie. If this policy is violated or your screening becomes openly competitive with a commercial theater, your screening(s) may be canceled without notice. If you are hosting a drive-in event, we ask that you refrain from using the term "drive in" in your advertising. Some alternate recommendations include "Carpool Cinema" and "Wheels and Reels".

☐

Moratoriums – It is understood that from time to time it may be necessary for a Studio, in its sole discretion, to withdraw a movie from exhibition. These moratoriums can be based on date and/or screening location. In the event of a withdrawal of a film that you have already licensed, you may substitute this film for an alternate title or cancel the event without obligation to Swank Motion Pictures.

☐

Customer Supplied Content – Swank cannot assume responsibility for customer-supplied content. We strongly recommend testing your content in the actual equipment that you plan on utilizing for your event to ensure compatibility and a successful show. It is important to note that some media and streaming services may require certain specifications to enable playback.

☐

Admission Charges or Suggested Donations – If you are charging admission for the event, the total cost of the licensing will be the quoted rate versus 50% of gross ticket sales whichever is greater. You must submit an audience report, including number of tickets sold, ticket price and total box office within 48 hours of your event. Invoices for any applicable overages must be paid within 30 days of receipt. Failure to complete audience reports or pay for overages on time will result in suspension of future licenses.

☐

Payment – For new customers, advanced payment is required for the your first three licenses. Following the first 3 licenses, payment is due within 30 days after your event. If you've opted to have your credit card securely stored for automatic charges on future orders, your card will be charged upon invoice generation. Invoices may be generated up to 10 days before your screening.

* If you are tax exempt please provide a copy of your state tax exemption certificate.

Authorized Signature:

Printed Name:

Date:

Complete and return to your Account Executive:

Email:



AGENDA ITEM #

2d

REPORT TO PARK COMMITTEE

Prepared by: Cassandra Delougherty
Date: April 23rd, 2025
Subject: Review of Rental Agreements

Report: Attached are the updated Council-approved agreements for both the Diamond Club and ISD 186, as well as agreements for the Ballfield Concession Stand, Veteran's Park Pavilion and Council Chambers.

Requested Action: Please review the attached agreements and provide the Duty & Responsibility Agreements to the Diamond Club and ISD 186 for approval and signatures by their boards.

**DIAMOND CLUB AND THE CITY OF JENKINS
COUNTY OF CROW WING
STATE OF MINNESOTA
DUTY & RESPONSIBILITY AGREEMENT**

Intent

This Agreement is to ensure that all parties are aware of their roles and responsibilities concerning usage of the Jenkin's City Ball Field.

Purpose

The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which The Diamond Club and City will exercise public works services within the boundaries of the City Ballfield. The Diamond Club and City hereby engage each entity to provide such services in accordance with and subject to the terms of this agreement.

Administration and Services.

The Administration of public works services under this Agreement shall be the sole responsibility of the City. It is further agreed that the Jenkins City Clerk or his or her designee, shall confer with the Diamond Club or his or her designee, when requested by either party, on any matter relating to public works services being provided pursuant to this Agreement.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Liability

The Diamond Club agrees to defend and indemnify the City against any claims brought or actions filed against the City or any officer, employee, or volunteer of the City for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance pursuant to this agreement.

The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Scope and Description of Services.

By Diamond Club

- The Diamond Club shall provide all chalking and dragging of the field prior to use.
- The Diamond Club shall sign up per Google calendar to schedule games and practices at the beginning of the 2025 season indicating dates and durations of use, to which the City shall have access to.
- The Diamond Club shall ensure that the field and surrounding area is left in proper order upon completion of each use, leaving no trash or debris on or around the field and stands.
- The Diamond Club shall be responsible for the costs incurred by the City of Jenkins associated to the rental of 2 (two) porta-potties for the baseball season (April-August).
- The Diamond Club shall be responsible for the purchase, sale, install, repair, and/or removal of all Business Banners on the outfield fences, and shall keep all proceeds for the sales thereof.
- The Diamond Club shall be allowed one (1) use of the Concession Stand at no charge.

By City of Jenkins

- The City of Jenkins will provide all regular and routine field mowing, fertilizing, weed control, and maintenance of irrigation system. The City will also provide any replacement parts associated to the maintenance listed in this section.
- The City shall provide 2 (two) porta-potties for the baseball season (April-August), at the expense of the Diamond Club.
- The City shall provide 1 (one) refuse cart serviced by Pequot Lakes Sanitation for the duration of the baseball season (April-August).
- The City shall pay the electricity costs associated to the ball field pump house and irrigation.

Other responsibilities.

.....
Insurance: As a condition precedent to the effectiveness of this agreement, Diamond Club at its sole cost and expense, shall obtain and maintain in force, a general liability insurance against all claims or injuries to person(s) or damage(s) to property occurring during an event or upon the premises. By signing this form, the User declares that the User has obtained an insurance policy meeting the terms of this agreement. A copy of the Certificate of Insurance is required to be submitted prior to the start of the 2025 season.

Materials: Materials, other than what is required for routine and emergency maintenance, porta potty rentals, and electricity, will be the responsibility of the Diamond Club, such as chalking, dragging the field and advertising banner related materials. The City will provide a storage area for these items at no cost to the Diamond Club. *A good will donation from the Diamond Club to go towards any of the routine maintenance or other items listed would be welcome.*

Repairs: Repairs shall be completed by the City of Jenkins Public Works Department upon availability of staff. It is the responsibility of the Diamond Club to inform the City immediately in the event that a repair is necessary.

Duration: This agreement will be in force for the 2025 Baseball season upon execution of this agreement. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party to the agreement.

Default: It is agreed that if the Diamond Club or any user members should fail, neglect and/or refuse to keep and perform any of the conditions or agreements contained in this Agreement, the City, depending on the gravity or severity, may cause this agreement to be terminated, without liability to the City.

Execution: Each party hereto has read, agreed to and executed this Duty & Responsibility Agreement on this _____ day of _____, 20_____.

Diamond Club:

City:

By: _____
Its President

By: _____
Andrew J. Rudlang, Mayor

By: _____
Its Vice President

By: _____
Krista A. Okerman, City Clerk

**PEQUOT LAKES ISD 186 AND THE CITY OF JENKINS
COUNTY OF CROW WING
STATE OF MINNESOTA
DUTY & RESPONSIBILITY AGREEMENT**

Intent

This Agreement is to ensure that all parties are aware of their roles and responsibilities concerning usage of the Jenkin's City Ball Field.

Purpose

The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which The Pequot Lakes ISD 186 and City will exercise public works services within the boundaries of the City Ballfield. The Pequot Lakes ISD 186 and City hereby engage each entity to provide such services in accordance with and subject to the terms of this agreement.

Administration and Services.

The Administration of public works services under this Agreement shall be the sole responsibility of the City. It is further agreed that the Jenkins City Clerk or his or her designee, shall confer with the Pequot Lakes ISD 186 or his or her designee, when requested by either party, on any matter relating to public works services being provided pursuant to this Agreement.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Liability

The Pequot Lakes ISD 186 agrees to defend and indemnify the City against any claims brought or actions filed against the City or any officer, employee, or volunteer of the City for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance pursuant to this agreement.

The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Scope and Description of Services.

By Pequot Lakes ISD 186

- The Pequot Lakes ISD 186 shall provide all chalking and dragging of the field prior to use.
- The Pequot Lakes ISD 186 shall sign up per Google calendar to schedule games and practices at the beginning of the 2025 season indicating dates and durations of use, to which the City shall have access to.
- The Pequot Lakes ISD 186 shall ensure that the field and surrounding area is left in proper order upon completion of each use, leaving no trash or debris on or around the field and stands.

By City of Jenkins

- The City of Jenkins will provide all regular and routine field mowing, fertilizing, weed control, and maintenance of irrigation system. The City will also provide any replacement parts associated to the maintenance listed in this section.
- The City shall provide 2 (two) porta-potties for the baseball season (April-August).
- The City shall provide 1 (one) refuse cart serviced by Pequot Lakes Sanitation for the duration of the baseball season (April-August).
- The City shall pay the electricity costs associated to the ball field pump house and irrigation.

Other responsibilities.

.....
Insurance: As a condition precedent to the effectiveness of this agreement, Pequot Lakes ISD 186 at its sole cost and expense, shall obtain and maintain in force, a general liability insurance against all claims or injuries to person(s) or damage(s) to property occurring during an event or upon the premises. By signing this form, the User declares that the User has obtained an insurance policy meeting the terms of this agreement. A copy of the Certificate of Insurance is required to be submitted prior to the start of the 2025 season.

Materials: Materials, other than what is required for routine and emergency maintenance, porta potty rentals, and electricity, will be the responsibility of the Pequot Lakes ISD 186, such as chalking and dragging the field. The City will provide a storage area for these items at no cost to the Pequot Lakes ISD 186.

Repairs: Repairs shall be completed by the City of Jenkins Public Works Department upon availability of staff. It is the responsibility of the Pequot Lakes ISD 186 to inform the City immediately in the event that a repair is necessary.

Duration: This agreement will be in force for the 2025 Baseball season upon execution of this agreement. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party to the agreement.

Default: It is agreed that if the Pequot Lakes ISD 186 or any user members should fail, neglect and/or refuse to keep and perform any of the conditions or agreements contained in this

Agreement, the City, depending on the gravity or severity, may cause this agreement to be terminated, without liability to the City.

Execution: Each party hereto has read, agreed to and executed this Duty & Responsibility Agreement on this _____ day of _____, 20_____.

Pequot Lakes ISD 186:

City:

By: _____
Its Chair

By: _____
Andrew J. Rudlang, Mayor

By: _____
Krista A. Okerman, City Clerk

**JENKINS BALL FIELD CONCESSION STAND
LEASE AGREEMENT AND FEE SCHEDULE**
Jenkins Ball Field Location- 2999 Pine Tree Street
Jenkins City Clerks Office- 33861 Cottage Avenue,
Jenkins, MN 56474 (218) 568-4637

For Internal Use Only:
Rental Receipt# _____
Deposit Receipt# _____
Date Approved: _____
Added to City Calendar _____
Deposit Return Date: _____

Today's Date: _____ Tax Exemption (Non-Profit) ID# _____

Type of Event: _____

Event Date: _____

Name: _____

Address: _____

Phone Number (s): _____

Email: _____

CONCESSION STAND RENTAL CHARGES-FULL DAY

<input type="checkbox"/> Jenkins Residents	\$ 40.00
<input type="checkbox"/> Local Non-Profits	\$ 40.00
<input type="checkbox"/> All other	\$ 75.00

ADDITIONAL CHARGES

☐ Clean up (if items on checklist are not performed) \$50.00

****Deposit and clean up fee will be held upon receiving a signed lease agreement. After a determination that no damage or additional cleanup was needed, a full refund will be made to the tenant. If there was additional cleanup or damage repairs, a refund or invoice for the remaining balance will be issued to the Tenant.

Total Rental Charges \$ _____

Deposit Paid \$ _____

CONCESSION STAND CLEANUP CHECKLIST

*Cleaning supplies are in the concession stand, including broom and extra garbage bags.

Concession Stand

- ☐ Concession stand wiped down and swept up.
- ☐ All litter picked up and placed in garbage cans.
- ☐ Tables wiped off.
- ☐ Any full garbage bags outside of cans can be placed in the red garbage bins located by the maintenance shop at City Hall.

1. **Lease Agreement made on** _____
2. **Parties:** City of Jenkins as Owner and _____ as Tenant(s).
3. **Leased Property:** The Owner agrees to lease to the Tenant the Jenkins Ball Field Concession Stand.
4. **Lease Term:** The term of this lease is for: Date _____, from (time) _____ to (time) _____.
All Tenants shall be out of the Concession Stand and Ball Field Area no later than 10:00 PM
5. **Rent:** The rent for this property is (based on fee schedule on page 1) \$ _____ payable in full 5 days prior to the rental date.
6. **Security Deposit:** Tenant shall deposit with the City of Jenkins a sum of \$50.00, separate from the rental cost, before using the Concession Stand property, as a security deposit. The City shall mail the deposit to the Tenant within 30 days after expiration of the Lease Term so long as the property has not been damaged by the Tenant (or guests of the Tenant) or Tenant's negligence, and is conditional upon the Tenant cleaning up and leaving the Concession Stand in as good a condition as it was before the Tenant took possession. If there is any damage to the Concession Stand by the Tenant, the security deposit will be used to pay for the actual damages and clean-up costs incurred by the City in repairing the damage to the Concession Stand. Any costs incurred by the City in excess of the security deposit shall be reimbursed by Tenant to Owner. Your date is secured upon receipt of your security deposit.
7. **Confirmation:** Lease agreement will only be valid once you have received a signed agreement by a City official.
8. **Use of Property:** The property shall be used for _____ and for no other purpose without the written consent of the Owner.
9. **Key Codes:** Smart lock key codes are not to be given out to anyone other than the tenant signing this agreement. Tenant is responsible for keeping the 4 digit smart code safe.
10. **Sublease:** The Tenant may not sublease the property without the written consent of the Owner.
11. **Tenant's Maintenance Responsibilities:** The Tenant agrees to clean up the Concession Stand area and pay for any damages to the Concession Stand area during the lease term.
12. **Fee Schedule:** Listed on page 1 of this agreement is the current Rent & Fee Schedule adopted by the City of Jenkins.
13. **Adult Supervision:** All activity must have adult supervision.
14. **Capacity:** The capacity of the Concession Stand will not exceed 4 pursuant to the State Fire Marshall.
15. **Consumption of Alcohol:** The use and/or sale of alcoholic beverages is not permitted.
16. **Smoke/Drug-Free Facility:** Tenant agrees that the Jenkins Ball Field and Concession Stand area is a smoke and drug-free facility. Tenant agrees that neither Tenant nor any of the Tenant's guests, invitee, or licensees shall smoke cigarettes, marijuana, illegal drugs or any other form of tobacco, marijuana on the premises while this lease is in effect.

17. **Remedies for Default:** If Tenant violates any of the terms of this lease; Tenant may be evicted immediately and without prior notice. If Tenant violates the term of this lease, but Owner does not sue or evict Tenant; Owner may still sue or evict Tenant for any violation of any term of this lease. If Owner brings any legal action against Tenant, Tenant must pay Owner's actual attorney fees and court costs, even if rent is paid after the legal action is started. Owner's and its authorized agents may enter the property at any reasonable time to inspect, improve, maintain, repair the property, or do other necessary work or to show the property to other potential Tenants. Owner may use its legal rights and remedies in any combination. By using one or more of these rights or remedies, Owner does not give up any other rights or remedies as may have.
18. **Pets:** Tenant may not keep or allow animals or pets of any kind on the property off-leash, and must properly dispose of any waste.
19. **Tenant Covenants:**
- Not to act in a loud boisterous, unruly or disorderly or disturb the right of guests or other residents in the neighborhood or to allow his/her guest to do so;
 - Not to use or store on the property any flammable or explosive substances;
 - Not to interfere in the management and operation of the Ball Field;
 - Not to allow Tenant's guests to bring alcohol into the Ball Field/Concession Area;
 - Not to place on walls or allow Tenant's guests to place on the walls, any tape, racks, nails, signs, ads, or decorations. Command strips will not be used; No confetti, glitter or containers that have glitter as part of the outside shall be used; Tenants shall remove all items that were used to decorate. This includes but not limited to fishing line, fine wire or plastic clips.
20. **Insurance:** The User is required to obtain liability insurance for the Event. User agrees to obtain at least a \$1,000,000 liability insurance policy. The User agree to provide a certificate of insurance to the City showing the required coverage at least seven (7) days prior to the Event and naming the City as an Additional Insured.

By signing this Lease Agreement, the Tenant is agreeing to all of the terms listed above.

Signature of Tenant

Date

Print Name

Signature of City Official

Date

****Please make checks payable to: City of Jenkins, 33861 Cottage Avenue, Jenkins, MN 56474**

For Internal Use Only:
Rental Receipt# _____
Deposit Receipt# _____
Date Approved: _____
Added to City Calendar _____
Deposit Return Date: _____



**City of Jenkins, 33861 Cottage Avenue
Jenkins, MN 56474
Phone: (218)568-4637**

Facilities Reservation Agreement

ALL RESERVATIONS ARE SUBJECT TO THE RESERVATION POLICY CONCERNING JENKINS' PROPERTIES. PLEASE REVIEW THE CONDITIONS BEFORE PROCEEDING FURTHER.

Name: _____ Resident/Non-profit: ☐ Non-resident: ☐

Address: _____

City: _____

State: _____ Zip: _____ Phone: _____

Facility Desired:

Check one: Veterans Park Picnic Shelter: ☐ City Hall Council Chambers: ☐

Date requested: _____ Time: _____

CITY OF JENKINS RESERVATION POLICIES

1. You must be 21 year of age to reserve the facility and responsible adult supervision must be provided at all times to insure that the facility and surrounding grounds are utilized in a safe and orderly manner.
2. All motorized vehicles must be left in designated parking areas.
3. Animals are allowed on a leash AT ALL TIMES and you must use the waste disposal stations to clean up after your pets at Veteran's Park. No animals allowed inside of City Hall unless registered service animal.
4. No camping is allowed.
5. No glass containers allowed in the park area.
6. Rental facilities hours open not earlier than 9 AM and closed at 10 PM
7. Lessee shall and hereby does assume all risks of illness, injury to or death of self, agents, employees, guests and all persons going or being upon the premises at

instance with Lessee's consent or knowledge and all risks of damage to or loss, or destruction of property brought by Lessee or other persons at the above event, with or without Lessee's consent or knowledge, upon or in proximity to said premises and the Lessee shall and hereby does indemnify and save harmless the Lessor of and from any and all claims demands, suits, actions, recoveries, judgments, costs or expenses on account of any such illness, injury, death, damage, loss or destruction.

8. No firearms or explosives, (includes fire crackers and BB guns).
9. Park and playground equipment will remain open to the public.
10. No parking on grass areas unless designated by City Staff.
11. Selling of alcoholic beverages is prohibited.

City Hall Rental-

1. Lessee shall additionally pay a security deposit of \$20 for the use of the key card and facility. The deposit and the rental fee shall be paid in advance. Upon inspection and approval of City staff, the security deposit shall be promptly refunded.
2. Lessee understands that the key card(s) must be in my possession and not be given to any other person(s). The key card(s) may be returned to the city at any time. The city may request the key card(s) be returned at any time. The key holder must return the key card(s) within 24 hours of the request or will be liable for any and all costs related to changing card access system and replacement key card(s).

GENERAL CLEAN-UP CHECK LISTS

Veteran's Park Pavilion

- ☐ Pick up all litter
- ☐ Use garbage cans provided
- ☐ Clean off picnic tables
- ☐ Clean off picnic shelter counter

Both

- ☐ Remove all party decorations
- ☐ Leave Facility as you found it

City Hall

- ☐ Wipe off all tables
 - ☐ Put chairs and tables back in their original place
 - ☐ Vacuum the carpet in Council Chambers and sweep/Swiffer mop the entryway
 - ☐ Empty garbage can and place bags in red garbage bin located by maintenance shop
 - ☐ Turn off all the lights and make sure the doors and window are locked
 - ☐ Set thermostat to 55 in winter and 78 in summer and CLOSE THE COUNCIL CHAMBER DOORS
- Return key(s) to City Hall.

PLEASE LEAVE THE RESTROOM FACILITIES IN AS GOOD CONDITION AS WHEN YOU ARRIVED.

Agreement: I have received, read and agree to abide by policies, as well as all conditions on this application including policies on this agreement.

Signature of applicant: _____ Date: _____

Issued by: _____ Date: _____

RENTAL FEES:

Jenkins Residents= \$25

Local Non-Profits= \$25

All Others= \$50

Please make checks payable to City of Jenkins.

Thank you and enjoy your day in Jenkins!!!!

If you have any questions during the day of your rental please call the following:

Roger – (320)761-6895 (Please use for **emergencies** only.)



AGENDA ITEM #

2e

REPORT TO PARK COMMITTEE

Prepared by: Cassandra Delougherty
Date: April 23rd, 2025
Subject: Playground Equipment & Woodchips

Report: Roger from Public Works completed the Playground Equipment Safety Checklist and fluffed the existing playground woodchips.

Roger informed staff that the playground equipment is in great shape and is working as it should. He also mentioned that after fluffing the current woodchips, his recommendation is that there is no need to purchase any this year.

Requested Action: None- informational report only, unless the Committee's recommendation to Council defers from that of Public Works.