



**PARKS & DOCKS COMMISSION  
MEETING AGENDA**

**March 23, 2026 – 5:30 pm**

1. ROLL CALL
2. APPROVAL OF AGENDA
3. CONSENT AGENDA
  - A. Approve Draft January 26, 2026 Minutes
4. PUBLIC COMMENT<sup>2</sup> (*maximum time of five minutes per person*)
5. OLD BUSINESS – Action Items
  - A. CIP Planning Meeting
  - B. Tennis/Pickleball signs - new verbiage
  - C. Manitou Playground & Stump Removal Permit
  - D. Manitou Parking Lot – Lighting adjustment
  - E. MBA Draft Maintenance, Use and Donations Agreements
6. NEW BUSINESS
  - A. Recommend new P&D member – Reopen new applicant solicitation.
  - B. Elect Parks and Docks Commission Chair and Vice Chair
7. MISCELLANEOUS - UPDATES – P&D Items
8. UPCOMING REGULAR MEETINGS
  - A. Monday April 27, 2026 – Parks & Docks Commission – 5:30 pm
9. ADJOURNMENT

<sup>1</sup>All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one Commission motion. Items on the Consent Agenda are reviewed in total by the Commission and may be approved through one motion with no further discussion by Commission. Any item may be removed by any Commissioner, staff member or person from the public for separate consideration.

<sup>2</sup>For individuals who wish to address the Commission on subjects which are not a part of the meeting agenda. Typically, the Commission will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future action.

## MANITOU PARK BASEBALL FIELD MAINTENANCE AGREEMENT

This maintenance agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **City of Tonka Bay**, a Minnesota municipal corporation, located at 4901 Manitou Road, Tonka Bay, MN 55331 (the “City”) and **Minnetonka Baseball Association**, a Minnesota non-profit corporation, located at 3717 County Road 101, Minnetonka, MN 55345 (“MBA”). The City and MBA may hereinafter be referred to individually as a “party” or collectively as the “parties.”

### RECITALS

- A. The City owns and operates Manitou Park, which includes three (3) baseball fields, identified as the Southwest Field, Southeast Field and Northeast Field (collectively, the “Fields”).
- B. The City desires to obtain maintenance services with regard to the Fields as set forth in this Agreement.
- C. MBA represents that it has the necessary skill, equipment, licensing, and personnel to provide the requested maintenance services to the City.
- D. The City desires to contract with MBA to provide, and MBA desires to provide, the requested maintenance services in accordance with the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the mutual promises and agreements hereinafter set forth, the City and MBA hereby agree as follows:

- 1. **Recitals.** The above recitals are hereby incorporated into and made part of this Agreement as if fully set forth herein.
- 2. **Field Maintenance Services.** MBA agrees to provide all ongoing turf maintenance for the Fields, including mowing, grading, leveling, aeration, weed control, and fertilization. Additionally, during its use of the Fields, and to the extent it desires, MBA shall be responsible for (1) all grooming of the infield surfaces, (2) all chalking of the Fields’ lines, and (3) any other temporary modifications that might be needed for youth baseball play. In the event that MBA moves any equipment or makes any other temporary modifications to any of the Fields pursuant to this provision, it shall promptly replace said equipment to its original location and restore the field to its original condition immediately following MBA’s thereof.
- 3. **Hours of Field Maintenance Services.** MBA’s maintenance services shall occur during the following times:

- Between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m. on weekdays and \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m. on weekends.
  - Between the hours of 3:00 p.m. and 4:00 p.m. when the \_\_\_\_\_ and \_\_\_\_\_ time slots are reserved for the day.
  - Infield grooming and chalking, as necessary, shall be complete prior to the use of the Fields each day that the Fields are reserved.
4. **Compensation for Services.** The City agrees to pay MBA for providing the maintenance services in the amount of \$5,000, as provided in the compensation schedule set forth in Exhibit A attached hereto. No additional commissions, fees, or reimbursement shall otherwise be due under this Agreement. Additionally, the City shall not be responsible for payment for any work performed by MBA that is not expressly set forth in this Agreement unless otherwise expressly agreed to by the City in writing.
5. **Request for Payment.** MBA must submit invoices to the City in accordance with the compensation schedule set forth in Exhibit A. Payments will be made by the City to MBA within 35 days of the date of the invoice.
6. **Term.** This Agreement shall commence as of the date first written above and, unless terminated earlier as provided herein, it shall terminate on \_\_\_\_\_. The parties may, however, agree in writing to extend the term of this Agreement for such additional periods as they deem appropriate, and upon the terms and conditions as herein stated or as may be stated in the written extension.
7. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the maintenance services, is valid unless it is in writing and signed by the parties.
8. **Termination.** This Agreement may be terminated by the City for any reason upon 30 days' written notice provided to MBA. MBA may terminate this Agreement if the City fails to cure any material breach of its term within 30 days of its receipt of written notice of breach from MBA. Any such notice of breach shall specifically identify the alleged material breach and what is required to cure it. Upon termination under this provision, MBA will be paid for maintenance services properly rendered and reimbursable expenses incurred, if applicable, until the effective date of termination, and no maintenance services shall be provided following written notice of termination unless expressly agreed to in writing by the City. MBA's indemnification, audit disclosure, and data practices obligations shall survive the termination of this Agreement.
9. **Data Practices.** MBA shall manage all data created, collected, received, stored, used, maintained, or disseminated by MBA pursuant to this Agreement in accordance with, and subject to the requirements of, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Act"). MBA shall immediately notify the City if it receives a request for data related to the maintenance services and shall work with the City to respond to the request in accordance with the Act. Any reports, information, or other data given to, prepared, or assembled by MBA under this Agreement which the City requests be kept

confidential must not be made available to any individual or organization without the City's prior written approval unless disclosure is required by law.

10. **Audit Disclosure.** MBA must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to MBA's books, records, documents, and accounting procedures and practices that are pertinent to all maintenance services provided under this Agreement for a minimum of six years from the termination of this Agreement.
11. **Force Majeure.** Neither party shall be deemed in default under this Agreement, nor shall a party hold the other party responsible, for any cessation, interruption, or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, labor strike, lockout, or boycott, provided that the party relying on this section gives the other party prompt written notice thereof and takes all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event. If this event extends for a period of more than 30 days, either party may immediately terminate this Agreement.
12. **Subcontractor.** MBA must not enter into subcontracts for any of the maintenance services provided for in this Agreement without the prior express written consent of the City.
13. **Independent Contractor.** MBA shall be deemed an independent contractor. MBA's duties will be performed with the understanding that MBA has special expertise as to the maintenance services which it is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the maintenance services are performed shall be controlled by MBA; however, the nature of the maintenance services and the results to be achieved shall be specified by the City. MBA is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided herein. All maintenance services provided by MBA pursuant to this Agreement shall be provided by MBA as an independent contractor and not as an employee of the City for any purpose including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.
14. **Not Exclusive.** This Agreement does not constitute an exclusive contract between the City and MBA. The City remains free to contract for similar services from other consultants or contractors and MBA remains free to contract to provide similar services to others, provided that any such contracts do not interfere with the delivery of maintenance services under this Agreement.
15. **Assignment.** Neither party will assign any part of this Agreement, nor any interest arising herein, without the written consent of the other party.
16. **Services Not Provided For.** No claim for services furnished by MBA not specifically provided for and identified herein as part of the maintenance services will be honored by the City. MBA agrees that the City may enter into subsequent agreements with MBA for

additional services at the rates and costs as agreed to by the Parties. Any subsequent agreement for additional services shall be in writing and signed by both Parties.

17. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
18. **Entire Agreement.** This document, including the above recitals, the attached exhibits, and documents expressly incorporated herein by reference, constitute the entire agreement between the parties and it supersedes all oral agreements and negotiations between the parties regarding the subject matter of this Agreement.
19. **Compliance with Laws and Regulations.** In providing the maintenance services hereunder, MBA must abide by all applicable statutes, ordinances, rules, and regulations. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
20. **Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
21. **Indemnification.** To the fullest extent permitted by law, MBA, and MBA's successors or assigns, agree to protect, defend, save, and hold harmless the City, its officials, agents, and employees from all claims, suits, or actions of any kind, nature, or character, and the costs, disbursements, and expenses of defending the same including, but not limited to, attorneys' fees, professional services, and other technical, administrative, or professional assistance resulting from or arising out of the alleged negligence, breach of contract, or willful misconduct of MBA, its subcontractors, agents, or employees related to or arising out of the performance of, or failure to perform, the maintenance services under this Agreement. There shall be no limitation on MBA's liability. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.
22. **Insurance.** During the entire term of this Agreement, MBA must maintain workers' compensation insurance (to the extent required by law) and commercial general liability insurance with a per occurrence limit of no less than \$1,000,000. MBA shall provide such additional insurance coverages and specific minimum amounts of coverage as may be required by the City. A certificate of insurance evidencing compliance with this Agreement shall be provided to the City by MBA, and the City shall be named as an additional insured on the insurance policies described herein. Such policies shall contain a stipulation that MBA's insurer(s) will provide sixty (60) days' prior written notice of cancellation of such insurance to the City. The insurance shall be carried by solvent and responsible insurance companies licensed to do business in the State of Minnesota.
23. **Compensation for Damages.** MBA agrees to reimburse the City for any and all damages to the Fields resulting from MBA's provision of maintenance services. If it is established that any portion of the Fields, or the Fields' surrounding landscapes or parking lots, are

damaged by the act or failure to act of MBA, its members, agents, or invitees during the term of this Agreement, the City shall charge MBA, and MBA agrees to pay the City, the sum necessary to restore the premises back to its pre-damaged condition.

24. Notices. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail and addressed to:

If to the City: City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331  
Attn: City Administrator

If to MBA: Minnetonka Baseball Association

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

25. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
27. **Governing Law and Venue.** This Agreement will be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota in Hennepin County, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, the City and MBA have caused this Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below and effective as of the date first written above.

**CITY OF TONKA BAY:**

**MINNETONKA BASEBALL ASSOCIATION**

By: \_\_\_\_\_  
Adam Jennings  
Its: Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: President/Chief Executive Officer

By: \_\_\_\_\_  
CJ Holl  
Its: City Administrator

**EXHIBIT A**  
Compensation Schedule for Maintenance Services

Manitou SW Ballfield: \$2,400/year

Multi-Use Field: \$2,000/year

Manitou NE Field: \$600/year

TOTAL: \$5,000/year

MBA to invoice the City as follows:

\$1,000 April 1

\$1,000 May 1

\$1,000 June 1

\$1,000 July 1

\$1,000 August 1

**BALLFIELD EXCLUSIVE USE AND DONATION AGREEMENT**

**THIS BALLFIELD EXCLUSIVE USE AND DONATION AGREEMENT** (the "Agreement"), effective as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is between the city of Tonka Bay, a Minnesota municipal corporation (the "City"), and the Minnetonka Baseball Association, a Minnesota nonprofit corporation (the "Association"). The City and the Association shall be collectively referred to herein as the "Parties."

**Commented [BN1]:** Is this a separate agreement from the other ballfield agreement? Would it make sense to combine them/have just one agreement that covers both (or all 3) ballfields?

**Commented [BN1R2]:** Maybe just prepare an amendment to the existing "Ballfield Realignment Agreement"?

**WHEREAS**, the City owns and operates Manitou Park, located at 5418 Manitou Road (the "Park"), which contains multiple baseball fields, including a baseball field located in the southwest area of the Park (the "SW Ballfield"); and

**WHEREAS**, the Association desires to continue use the SW Ballfield for its youth baseball activities and desires to enter into an exclusive use agreement with the City to ensure the availability of the SW Ballfield for Association practices, games, and other events; and

**WHEREAS**, the Association recognizes that the City has made certain improvements to the ballfields, namely the construction of baseball backstop, and desires to make a donation to the City in recognition of the expense incurred by the City to construct the backstop; and

**Commented [BN2]:** CJ, please review for accuracy in my proposed description here.

**WHEREAS**, the City wishes to allow the Association the ability to use the SW Ballfield in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the Parties, in consideration of the representations, covenants and agreements set forth herein, represent, covenant and agree as follows:

**AGREEMENT**

1. **Use of Ballfield.** The City hereby agrees to permit the Association the exclusive use of the SW Ballfield for its spring through fall youth baseball seasons subject to the Association's compliance with the terms of this Agreement and the City's special event permitting process, which season occurs from April 1 to October 31 of each year (such period of time is referred to herein as the "Season"), throughout the term of this Agreement. In order to be eligible for such exclusive use, on or before March 1 of each year, the Association shall make application to the City for a special event permit, which shall include a written schedule containing all dates of its requested use of the SW Ballfield during its upcoming baseball Season. If the Association fails to make said application by March 1 of any year, there is no guarantee of exclusive use during the applicable Season. Additional dates may be requested by the Association after March 1 but they will not receive priority status. The Association further agrees to pay a reasonable usage fee to the City in accordance with the City's fee schedule for its use of the SW Ballfield. For any date which is not included in the Association's approved use schedule, the Association shall not have exclusive use of the SW Ballfield, unless such exclusive use is otherwise approved, in writing, by the City.

2. **Parking and Parking Lot Construction.** The Association and its members may use the parking lot located at the Park during all Association events and activities taking place at

the Park; provided, however, that the City retains the right to restrict a portion of the parking in certain parking areas to accommodate other events, programming, or activities at or near the Park. The City will maintain the parking lot so that it can be utilized by Park visitors, including the Association and its members. The Association acknowledges that the City may undertake renovations to the parking area during the term of this Agreement, which work will result in temporary parking restrictions or prohibitions. During Association events, the Association shall prohibit its guests and members from parking motor vehicles on the gravel surface beyond the left field playing area of the ballfields (the "Gravel Surface"). The Association hereby waives any claims against the City for damage to the ballfields or unexpected ballfield unavailability as a result of the parking lot reconstruction and expansion activities.

**Commented [BN3]:** This is modified carryover language from the existing ballfield use agreement; is it still something that should be included in here?

3. **Donation.** In recognition of the investment the City has made in improving the SW Ballfield and other ballfields in the park, and specifically the City's previously completed backstop improvement project, the Association hereby agrees to donate to the City a total of \$30,000, to be paid as follows: \$10,000 by May 1, 2026; \$10,000 by May 1, 2027; and \$10,000 by May 1, 2028. The City may use this money for any legally authorized purpose. By approving this Agreement, the City Council formally accepts these donations.

4. **Term; Termination.** This Agreement shall commence on the date first written above and its initial term shall be for a total of ten (10) years (the "Initial Term"). The Parties may mutually extend the Initial Term at any time in a writing signed by both Parties. The City and the Association may terminate this Agreement in accordance with section 15.

5. **Hours.** The Association's use of the Park and SW Ballfield shall be limited to between the hours of 8:00 a.m. and 10:00 p.m. on weekdays, Saturdays and Sundays. The City reserves the right to change the hours, in its sole discretion.

6. **Field Maintenance.** During the term of this Agreement, the City agrees to provide reasonable ongoing turf maintenance for the SW Ballfield. City may complete the required maintenance activities itself, or may contract with Association or any other third party to complete the required maintenance.

**Commented [BN4]:** The existing agreement makes this the responsibility of the Association.

7. **Cancellations.** In the case of inclement weather or unfavorable field conditions, the City shall retain the right, in its sole discretion, to determine whether the SW Ballfield is playable and may cancel any of the Association's scheduled events. The City shall not be in any way liable to the Association if the SW Ballfield becomes unavailable for use due to weather or unfavorable field conditions.

8. **Coaching and Supervision.** During all Association events at the Park, the Association shall be solely responsible for providing all coaching and supervision of the Association members, participants, players, parents, coaches, and volunteers. The Association shall use reasonable efforts to cause its members, participants, players, parents, coaches, and volunteers to follow all applicable rules, regulations, policies and procedures established by the City, as well as any other applicable laws, ordinances, or regulations.

9. **Compliance with Regulations and Laws.** For the duration of this Agreement, the

Association agrees to abide by all applicable rules, regulations, policies and procedures established by the City, as well as all other applicable laws, ordinances, and regulations.

10. **Liens and Encumbrances.** The Association agrees that during the term of this Agreement, it shall not permit or suffer any liens or encumbrances to be placed against the City's Park property, nor shall it during such term engage in any activity that would cause or result in the placement of any liens or encumbrances against said property. The Association shall make all payments to contractors, subcontractors, material suppliers, and other parties pursuant to Minnesota Statutes, section 337.10, subd. 3. Any outstanding debts incurred in conjunction with the Association's activities shall be debts solely against the Association, and the Association agrees to indemnify the City for such obligations pursuant to paragraph 12 herein.

11. **No Property Interest.** This Agreement is not an easement or a lease, creates no landlord-tenant relationship, and nothing in this Agreement will be deemed to create any property interest for the Association.

12. **Indemnification.** The Association agrees to release, indemnify, and hold harmless the City and its employees, agents, and council members from all third party claims, demands, suits, actions, or liabilities resulting in injuries or death to any person, or damage or loss of any property, arising from or alleged to arise from the Association's use of the Park and the SW Ballfield. Each party agrees to accept full responsibility for its own negligence and actions. Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the City under law.

13. **Insurance.** Prior to using the SW Ballfield and throughout the entire term of this Agreement, the Association shall furnish the City with a Certificate of Liability Insurance in the amount of the maximum liability limits for municipalities as set forth in Minnesota Statutes, section 466.04 and any amendments thereto. The Certificate of Liability Insurance must name the City as an additional insured. As of the date of this Agreement, the applicable maximum liability limits are \$500,000 per person and \$1,500,000 per occurrence.

14. **Park Damages.** If the City establishes that any portion of the Park, or the Park's surrounding landscapes or parking lots, are damaged by the Association, its members, agents, or invitees during the term of this Agreement, the City shall provide the Association with written notice of the same. In such event, the Association shall take reasonable actions to remedy the damages described in the City's written notice or shall provide the City with written notice disputing the same and the parties shall attempt to resolve such dispute.

15. **Termination.** Either party may terminate this Agreement for breach by providing the other party with at least forty-five (45) days advance written notice, unless the breaching party cures such breach within such forty-five (45) day period; provided, however, that if the breach is the type that cannot be remedied within such forty-five (45) day period, the non-breaching party will allow the breaching party a reasonable opportunity to cure. If the party in receipt of such breach notice disputes that a breach exists, the parties will attempt to resolve such differences in good faith for a period of fifteen (15) days following receipt of such notice. In the event that either party materially breaches this Agreement on more than one occasion in the same one-year period,

**Commented [BN5]:** Would the City want the ability to cancel this upon 1 years' writtne notice for any reason?

the non-breaching party may provide written notice of such and immediately terminate the Agreement without providing an opportunity to cure.

16. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when emailed, personally delivered, or upon deposit in the United States mail and addressed to:

If to the City: City of Tonka Bay  
4901 Manitou Road  
Tonka Bay, MN 55331  
Attn: John Tingley  
Email: [jtingley@cityoftonkabay.net](mailto:jtingley@cityoftonkabay.net)

If to the Association: Minnetonka Baseball Association  
c/o MBA President  
PO Box 351  
Excelsior, MN 55331  
Email: [president@minnetonkabaseball.org](mailto:president@minnetonkabaseball.org)

Either party may change such notice address by delivering written notice to the other party in accordance with this Section 17.

17. **Non-Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

18. **Relationship of the Parties.** Nothing in this Agreement shall constitute or cause the Parties to have created a partnership, joint venture or agency relationship.

19. **Modifications.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

20. **Governing Law.** This Agreement shall in all respects be governed by and interpreted under the laws of the State of Minnesota.

21. **Severability.** If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the rest of the Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.

22. **Data Practices; Audits.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13. The Association will promptly report to the City any requests from third parties for information relating to this Agreement. The Association agrees to promptly respond to inquiries from the City concerning data requests. Additionally, the books, records, documents and accounting procedures of the Association relevant to this Agreement are subject to examination by the City, and either the legislative or State Auditor as appropriate, pursuant to

Minnesota Statutes, section 16C.05, subdivision 5.

**23. Waiver.** No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.

**24. Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties regarding use of the SW Ballfield by the Association. Any prior understanding or representation regarding use of the Park preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

(The remainder of this page is intentionally left blank)

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Ballfield Exclusive Use and Donation Agreement as of the date and year first written above.

**CITY OF TONKA BAY, MINNESOTA**

By: \_\_\_\_\_  
Adam Jennings  
Its: Mayor

By: \_\_\_\_\_  
Janell Gildemeister  
Its: City Clerk

**MINNETONKA BASEBALL ASSOCIATION**

By: \_\_\_\_\_  
    Kyle Heitkamp  
Its: President