

Regular Spencer Park Board Meeting

Tuesday, June 9, 2026

5:00 PM

Deerfield Park

1602 W 15th St

Spencer, IA 51301

1. Roll Call

Greer, Lawson, Soucek, Yarkosky, Grange

2. Motion Adoption

A. Approve Park Board Minutes of May 12, 2026

3. New Business

A. Deerfield Park Discussion

B. Flagfest Kayak Races

C. General Parks Discussion

D. Approve Park Use Agreement with Spencer Municipal Band, June 18, 2026

E. Approve Park Use Agreement with Spencer Community Schools, June 26, 2026

4. Items for Future Agendas

5. Park Director's Report

(no action to be taken)

6. Adjourn

SPENCER PARK BOARD MEETING

May 12, 2026

SPENCER, IOWA

The Park Board of the City of Spencer, Iowa, met on the 12th day of May, 2026 at 5:00 o'clock P.M., regular session in the Main Conference Room, pursuant to law, to adjournment and to the rules of said board. The meeting was called to order by Chair Lawson.

Those present and absent were:

Present: Greer (arrived at 5:05 pm), Lawson, Soucek (arrived at 5:08 pm), Yarkosky, Grange

Absent: None

It was moved by Board Member Grange, seconded by Board Member Yarkosky to approve the board minutes of March 10, 2026. The motion was declared carried when all Board Members present voted aye on voice call vote.

The Board discussed the following items:

Pickleball Tournament & Kayak Races:

- **Pickleball Tournament**

The Westside Racquet Club will host a Pickleball Tournament at the Spencer YMCA on the Sunday prior to Flagfest. The registration cost is \$40 for one game or \$60 for two games.

- **Kayak Races**

The Kayak Races will take place during Flagfest weekend. Participants are required to bring their own lifejackets. For safety, a volunteer will be stationed in a boat to assist in case of an emergency.

Park Director Bob Fullhart provided an update regarding West View Memorial & Sunset Park. Leadership Spencer recently completed a planting project at West View, and both West View and Sunset Park have been sprayed for weeds. Sunset Park is seeing some wear and tear on the equipment. Additionally, the Park Department is exploring possible activities for West View, including a theater production.

The Park Director gave an update on the following:

- Mowing and weed control have continue
- Aquatic Center coming along for opening day, June 1, 2026

Items for Future Agendas:

- Earl Park

It was moved by Board Member Grange, seconded by Board Member Yarkosky to adjourn the meeting of the Park Board of the City of Spencer at 5:20 o'clock P.M. The motion was declared carried when all Board Members present voted aye on voice call vote.

Mark Lawson, Chair

ATTEST:

Mary Beth Breidinger, Recording Secretary



GROUP PARK USE APPLICATION

CITY OF SPENCER, IOWA

101 W 5th St, Spencer, IA 51301

(For exclusive use of facilities and non-customary park activities)

Group Information		
Group Name: Spencer Municipal Band		
Address: 123 East 2nd Street		
City: Spencer	State: Iowa	Zip: 51301

Authorized Representative(s) / Contact Person(s)		
Contact Name: Tom Rutt		
Address: 123 East 2nd Street		
City: Spencer	State: IA	Zip: 51301
Phone Number: 7123634490	Email Address: tcrutt@hotmail.com	
Contact Name:		
Address:		
City:	State:	Zip:
Phone Number:	Email Address:	

Event Information	
Location to be used: East Leach Park Bandshell, also need electricity for the PA system and need the US flag raised.	
Event date: June 18, 2026	Event time: 7:00 pm
Nature of activity: Band concert	
Will Concessions be sold?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please attach details
* Note - Concession Vendors are each required to possess a comprehensive insurance policy. See Insurance Section on following page. A list of vendors and insurance certificates must accompany the Application.	
Will Admisionn be Charged?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please attach details

Liability Insurance Provided Yes No At a later date

eSigned via GovOS.com

Key: 8ef16e820e10299cc03c2025e48ab526
 Applicant Signature

05-13-2026
 Date

CITY USE ONLY			
Park Board Approval:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date:	_____
Park Director Approval:	_____	Date:	_____
Will event be coordinated with other departments/divisions?	Yes <input type="checkbox"/> No <input type="checkbox"/>		
List of Departments:			

Terms of Application

ACCESS. While using Park Facilities pursuant to this Agreement, the User shall maintain and not block or obstruct public access to other Park Facilities.

COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES. If any material, or name to be used or performed at a Park Facility is copyrighted or otherwise protected, the User is responsible for securing, before using or employing such material, composition, or name, the assent in writing of the owner or licensee of such copyright. The User agrees to be fully responsible for any fees or royalties.

ABANDONED PROPERTY. Any property left at the Park Facility after the Term of this Agreement shall be deemed abandoned and shall become the property of the City of Spencer to be disposed of or utilized at the City's sole discretion.

REPAIRS AND MAINTENANCE. The User agrees to be responsible for all damage to property of the City caused by, or arising from, the User's use. User shall maintain the facility in as good as condition as existed at the commencement of this Agreement.

COMPLIANCE. The User agreement to use and occupy the Park Facility in accordance with City Ordinances, Rules and Regulations and shall use and occupy the Park Facility in a safe and careful manner and shall comply with all applicable State and Federal laws, rules and regulations as may be enforced relating to the Park Facility.

INDEMNIFICATION. The User agrees that on behalf of itself and any and all derivative of claimants of whatsoever type of nature or relationship, that the City, its officers, agents and employees assume no liability whatsoever for any personal injury or property damage, or loss that the User or any derivative claimant may suffer of whatsoever type of nature or cause as a result of the condition or use of the Park Facility. The User agrees that it will indemnify, hold and safe the City and its officers, agents, contractors and employees whole and harmless and free from loss, from and against all claims, demands, actions, damages, costs, loss, liability, expenses and judgements arising from the User's use of the facilities and not arising from the negligence of the City, its agents or employees.

INSURANCE. The User agrees to purchase, at its own expense, a comprehensive liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of Iowa and acceptable to the City covering the Park Facility and operations under this Agreement in the amount of One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) property damage, or combined single limit of One Million dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) aggregate liability. **There certificate of liability insurance must be in favor of the City of Spencer as an additional insured and certificate holder.**

The User shall also maintain worker's compensation insurance and such other insurance coverage as the City may reasonably require. The User agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insured to be subrogated to the rights of any insured or damaged person or entity. A Certificate of required insurance coverages shall be provided to the City at the commencement of the Term of this Agreement. Each such Certificate shall contain a provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten (10) day's written notice to the City. These insurance requirements also apply to **CONCESSION VENDORS**. Vendor's insurance certificate must show coverage for products liability.

EQUAL ACCESS. The use of City Park Facilities is subject to use not being implemented in a discriminatory manner and to that end, no person shall be denied the equal privileges and enjoyment of use and access to Spence park Facilities on the basis of race, creed, color, religion, sex, pregnancy, sexual orientation, gender identity, genetic information, national origin, age, disability, military or veteran status or any other characteristic protected by applicable federal state or local law.

RELATIONSHIP OF THE PARTIES. It is agreed that the User and its members, agents and employees are independent and have not employment relationship and no joint venture, nor partnership with the City.

GOVERNING LAW. This Agreement shall be governed by and construed under the Laws of the State of Iowa. The Clay County, Iowa, District Court shall have exclusive jurisdiction of any actions arising under this Agreement. In any such action, the prevailing party shall be entitled to award of reasonable attorney fees and litigation expenses as determined by the Court.

DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right, or cause of action, shall accrue by reason hereof to, or for the benefit of, any other third party not a formal party hereto.

DEFAULT. In the event a party claims a default of the provisions of this Agreement, the party claiming default shall advise the other party, in writing, of the nature of the default and the action required to cure the default. The party claimed to be in default shall have a period of ten (10) days in which to cure the default. If the default is not cured, the party claiming default may terminate this Agreement on written notice to the other party.

NO WAIVER. Failure by the City to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto.

AMENDMENT. This Agreement may not be amended or modified, except by a written document executed by the parties.

FORCE MAJEURE. If the Park Facility is rendered unsuitable for use for its intended purposes by reasons of force majeure, the City and the Users are released from their obligation hereunder. Force Majeure shall mean fire, earthquake, tornado, flood, acts of God, or any other similar cause beyond the control of the parties.



GROUP PARK USE APPLICATION

CITY OF SPENCER, IOWA

101 W 5th St, Spencer, IA 51301

(For exclusive use of facilities and non-customary park activities)

Group Information		
Group Name: Spencer Community Schools		
Address: 800 East 3rd Street		
City: Spencer	State: Iowa	Zip: 51301

Authorized Representative(s) / Contact Person(s)		
Contact Name: Taylor Chapman		
Address: 800 East 3rd Street		
City: Spencer	State: Iowa	Zip: 51301
Phone Number: 712-262-1700	Email Address: tchapman@spencerschools.org	
Contact Name: Tara Hauschen, Head Softball Coach		
Address: 800 East 3rd St		
City: Spencer	State: Iowa	Zip: 51301
Phone Number:	Email Address: thauschen@spencerschools.org	

Event Information	
Location to be used: Pederson Park Field #3 or #4	
Event date: Friday June 26	Event time: 12 pm - 6 pm
Nature of activity: Softball Tournament	
Will Concessions be sold? Yes <input checked="" type="radio"/> No Please attach details	
* Note - Concession Vendors are each required to possess a comprehensive insurance policy. See Insurance Section on following page. A list of vendors and insurance certificates must accompany the Application.	
Will Admissinon be Charged? <input checked="" type="radio"/> Yes No Please attach details	

Liability Insurance Provided Yes No At a later date

eSigned via GovOS.com

Key: B6ff6e820e10299cc03c2025e48ab526
 Applicant Signature

05-18-2026
 Date

CITY USE ONLY			
Park Board Approval:	Yes	No	Date: _____
Park Director Approval:	_____		Date: _____
Will event be coordinated with other departments/divisions?	Yes	No	
List of Departments:	_____		

Terms of Application

ACCESS. While using Park Facilities pursuant to this Agreement, the User shall maintain and not block or obstruct public access to other Park Facilities.

COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES. If any material, or name to be used or performed at a Park Facility is copyrighted or otherwise protected, the User is responsible for securing, before using or employing such material, composition, or name, the assent in writing of the owner or licensee of such copyright. The User agrees to be fully responsible for any fees or royalties.

ABANDONED PROPERTY. Any property left at the Park Facility after the Term of this Agreement shall be deemed abandoned and shall become the property of the City of Spencer to be disposed of or utilized at the City's sole discretion.

REPAIRS AND MAINTENANCE. The User agrees to be responsible for all damage to property of the City caused by, or arising from, the User's use. User shall maintain the facility in as good as condition as existed at the commencement of this Agreement.

COMPLIANCE. The User agreement to use and occupy the Park Facility in accordance with City Ordinances, Rules and Regulations and shall use and occupy the Park Facility in a safe and careful manner and shall comply with all applicable State and Federal laws, rules and regulations as may be enforced relating to the Park Facility.

INDEMNIFICATION. The User agrees that on behalf of itself and any and all derivative of claimants of whatsoever type of nature or relationship, that the City, its officers, agents and employees assume no liability whatsoever for any personal injury or property damage, or loss that the User or any derivative claimant may suffer of whatsoever type of nature or cause as a result of the condition or use of the Park Facility. The User agrees that it will indemnify, hold and safe the City and its officers, agents, contractors and employees whole and harmless and free from loss, from and against all claims, demands, actions, damages, costs, loss, liability, expenses and judgements arising from the User's use of the facilities and not arising from the negligence of the City, its agents or employees.

INSURANCE. The User agrees to purchase, at its own expense, a comprehensive liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of Iowa and acceptable to the City covering the Park Facility and operations under this Agreement in the amount of One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) property damage, or combined single limit of One Million dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) aggregate liability. **There certificate of liability insurance must be in favor of the City of Spencer as an additional insured and certificate holder.**

The User shall also maintain worker's compensation insurance and such other insurance coverage as the City may reasonably require. The User agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insured to be subrogated to the rights of any insured or damaged person or entity. A Certificate of required insurance coverages shall be provided to the City at the commencement of the Term of this Agreement. Each such Certificate shall contain a provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten (10) day's written notice to the City. These insurance requirements also apply to **CONCESSION VENDORS**. Vendor's insurance certificate must show coverage for products liability.

EQUAL ACCESS. The use of City Park Facilities is subject to use not being implemented in a discriminatory manner and to that end, no person shall be denied the equal privileges and enjoyment of use and access to Spence park Facilities on the basis of race, creed, color, religion, sex, pregnancy, sexual orientation, gender identity, genetic information, national origin, age, disability, military or veteran status or any other characteristic protected by applicable federal state or local law.

RELATIONSHIP OF THE PARTIES. It is agreed that the User and its members, agents and employees are independent and have not employment relationship and no joint venture, nor partnership with the City.

GOVERNING LAW. This Agreement shall be governed by and construed under the Laws of the State of Iowa. The Clay County, Iowa, District Court shall have exclusive jurisdiction of any actions arising under this Agreement. In any such action, the prevailing party shall be entitled to award of reasonable attorney fees and litigation expenses as determined by the Court.

DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right, or cause of action, shall accrue by reason hereof to, or for the benefit of, any other third party not a formal party hereto.

DEFAULT. In the event a party claims a default of the provisions of this Agreement, the party claiming default shall advise the other party, in writing, of the nature of the default and the action required to cure the default. The party claimed to be in default shall have a period of ten (10) days in which to cure the default. If the default is not cured, the party claiming default may terminate this Agreement on written notice to the other party.

NO WAIVER. Failure by the City to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto.

AMENDMENT. This Agreement may not be amended or modified, except by a written document executed by the parties.

FORCE MAJEURE. If the Park Facility is rendered unsuitable for use for its intended purposes by reasons of force majeure, the City and the Users are released from their obligation hereunder. Force Majeure shall mean fire, earthquake, tornado, flood, acts of God, or any other similar cause beyond the control of the parties.