A meeting of the Parks and Recreation Committee will be held on, March 10th, 2020 @ 3:30 pm in City of Marinette Common Council Chambers, 1905 Hall Ave. Marinette, WI

Parks and Recreation Committee Meeting Agenda
Tuesday, March 10th, 2020

1. Call the meeting to order.
2. Roll call.
3. Approve minutes of February 11th, 2020 meeting.
4. Executive Director of Recreation & Events report.
5. Assistant Recreation Director’s report. (hand-out at meeting)
6. Public Work’s Superintendent report.
7. Discussion and possible action regarding timeline to close Duer Gym.
8. Update regarding playground equipment.
9. Consideration and possible Common Council recommendation to approve Management Agreement with the City of Marinette and Carrico Aquatics Resources Inc. regarding Summer Water Management. (see attached)
10. Consideration and possible action items for the April agenda.
11. Adjourn.

Dorothy Kowalski, Parks and Recreation Committee Chairperson

Cc: Parks and Recreation Committee members (w/encl.); Mayor Steve Genisot (w/encl); City Clerk Lana Bero (w/encl); Recreation Director Kent Kostelecky (w/encl.); Executive Recreation Director Gavin Sray(w/encl.); Assistant Recreation Director Adrienne Lacy (w/encl), Superintendent of Public Works Pat Carlson (w/encl.); City Council members, Eagle Herald (w/encl); Badger Communications (w/encl); Peshtigo Times (w/encl); City Hall Bulletin Board.

A possible quorum of Common Council members may be present at this meeting.

Requests from individuals with disabilities who need special accommodations to participate in this meeting should be made to the City Clerk’s Office at 715-732-5140 with as much advance notice prior to the meeting as possible.
1. Committee Chairperson Kowalski called the Parks and Recreation Committee regular meeting to order at 03:30 PM in the Marinette Council Chambers, 1905 Hall Ave, Marinette WI.

2. Upon a call of the roll, the following Committee member’s attendance was recorded as follows:
   MEMBERS PRESENT: Alderpersons, Kowalski, Polzin, Keller, Anderson & Noppenberg.
   ABSENT: None
   OTHERS PRESENT: Executive Recreation Director Gavin Scray, Marketing Director Melissa Ebsch, Assistant Recreation Director Adrienne Lacy, Superintendent of Public Works Pat Carlson, John Liesveld, & Lynette Brosig.

3. Approve minutes of January 14, 2020 meeting.
   Alderperson Anderson moved/Noppenberg seconded and all concurred to approve as presented the meeting minutes from 01/14/2020.

4. Executive Director of Recreation & Events report.
   Executive Recreation Director Scray provided his monthly report for the new Community REC center.

5. Assistant Recreation Director’s report.
   Assistant Recreation Director, Adrienne Lacy provided her monthly report.

6. Public Work’s Superintendent Report
   Public Work’s Superintendent, Pat Carlson provided his monthly report.

7. Discussion and possible action regarding the Duer Gym.
   Executive Director Scray was asked at prior Parks & Recreation meetings to see if he could find suitable places to hold the programs/events that are now being held at the Duer Gym. Scray stated River Cities is interested in co-partnering with the City to hold some of these events and the other misc. rentals can be moved to the REC facility. Alderperson Polzin moved/ Noppenberg seconded and all concurred to move forward to close the Duer Gym and have Executive Director Scray determine a closing date and bring that update back to the Parks & Recreation Committee.

8. Discussion and possible action regarding funding for new playground equipment.
   Executive Director Scray presented two proposals of Playground equipment for Higley Field, both structures were made by Vern Lee of Lee recreation, LLC located in Cambridge Wisconsin. The committee stated there is $75,000 already allocated and the Finance & insurance committee would need to discuss the future allocation for the remaining $75,000. The committee would like to see an ADA component added to the structure and what the cost may be and asked Executive Director Scray to try and get this information and bring it back to the next Parks & Recreation meeting in March.

9. Consideration and possible action items for the February agenda.
   - Discussion and possible action regarding timeline to close Duer Gym.
   - Financing for new playground equipment

12. Adjourn – Alderpersons Noppenberg moved/Keller seconded and all concurred to adjourn at 3:50PM.

Lana Bero, City Clerk

(Next regular Parks and Recreation Committee meeting is Tuesday 3/10/20 @ 3:30 in the Common Council Chambers).

CC: Committee members, Common Council members, Mayor, City Attorney, Public Works Director, Public Works Superintendent, Police Chief & Clerks file

Parks & Recreation Committee Meeting Minutes Page 1 of 1
LOOK AHEAD
- March 20-22: Hilltop RV Camping and RV Show
- March 20-22: 18U Hockey Tournament
- March 28: Einstein Project
- March 27-29: McDonald Cup Men’s Hockey Tournament
- April 3-5: Danglefest Men’s Hockey Tournament and Fundraiser
- April 4: Home and Garden Show
- April 4-5 MYBI Tryouts
- April 7: Elections
- May 2: Spring Fling Parking Lot Sale
- May 8: Rumble at the REC
- May 13: Health and Wellness Expo
- May 14: MWC Walleye Tournament Rules Meeting

PROGRAMS
- See Adrienne’s report

STAFFING
- Maintenance technician resignation – advertising and hiring new position
- Hiring cleaner/housekeeper position
- Beginning hiring for summer

REC CENTER
- Ice refrigeration system continues to be tweaked
- Ice rink to close April 15
- Washer/dryer installed
- Sand bags for sale

CIVIC CENTER
- Outdoor ice rink closed March 2nd
- Higley playground replacement (planning and seeking funding)
- Revisiting water management plan for outdoor pool
- Preparing for pool filter/pump repairs

SENIOR CENTER
- Massage Clinic Partnership The Wellness Clinic
- Rennes bingo
- Computer skills – working with files
- St. Patrick’s Day Party – March 18
- Soup mix in-a-jar workshop
- VIP Support Group

WELCOME CENTER
- Apparel and merchandise now for sale

DUER GYM
- Preparing to close this spring

DUMP
- Still attempting to implement new dump management system in early 2020
- Notification letters being composed and mailed to residents
MONTHLY PARKS REPORT - FEBRUARY 2020

- New door and frame is ordered for City Park bathroom/shower house.
- Storm damaged fences at Pedersen Ball Park are now repaired.

Thank you,

[Signature]

Pat Carlson
Superintendent of Public Works
March 3, 2020

Mr. Gavin Scray
Director of Parks and Recreation
Marinette REC Center
2501 Pierce Avenue
Marinette, Wisconsin 54143

RE: Summer Water Management

Dear Gavin,

Thank you for allowing Carrico Aquatic Resources Inc. the opportunity to work with the City of Marinette and your aquatics operation. Per our discussion, I am proposing a Summer Water Management agreement in which Carrico Aquatic Resources, Inc. will provide all chemicals and management of the water as outlined below.

**Water Management Program:**
1. Consultation upon request
2. Preseason water test and recommended dosing
3. Preseason staff orientation on equipment and water testing
4. 14 point water analysis every month
5. Comprehensive water analysis report
6. All chemicals to keep the pool balanced within code requirements
7. Chemical feed equipment - Two Pulsar Feeders, two BECSys3 Controllers, two Stenner Acid Pumps

Your guaranteed total investment for a Water Management Contract is nine thousand seven hundred and no/100 dollars ($9,700.00). The Water Management total will be equally divided across four months with two thousand four hundred twenty-five and no/100 dollars ($2,425.00) paid in May, June, July, and August.

This program allows these advantages:

1. Provides a fixed expense to pool chemical operations.
2. Provide pool owners and operators with latest technology advances in water treatment.
3. Provide a third party neutral assessment of their pool operation.
4. Provide independent evaluation of water treatment system and chemical levels.
5. Provide technical assistance in handling equipment warranty claims.
6. Provide consistent operation, especially when operator turnover occurs.
7. Provide continuity in aquatic operations.
14 point water analysis consists of testing: Temperature, Total Dissolved Solids, Free Chlorine, Total Chlorine, pH, Alkalinity, Calcium Hardness, Copper, Iron, and Cyanuric Acid. In addition, controller readings and set points are recorded and compared to test results to monitor probe function and need for cleaning and/or calibration. All pool equipment is also visually inspected to record any recommendations on report. Report will assure pool is balanced and within state code requirements. Recommendations will be made to correct any issues noticed.

At Carrico Aquatic Resources, Inc we believe in providing the aquatic owners with safe, clean sparkling blue water with the lowest investment of time and money.

Carrico Aquatic Resources, Inc. goals are to enable the aquatic owner to:

1. Protect the swimmers from disease and injury.
2. Protect the pool equipment and structures from premature replacement.

Carrico Aquatic Resources, Inc offers a flexible approach to each project's needs. We do not have a canned approach or standard service. We tailor our professional chemical management program to each individual client's needs. Carrico Aquatic Resources, Inc believes in effective contractor-client communication. We feel the key to success in contract operations is open, honest communication between our clients and the Carrico Aquatic Resources, Inc team. Our clients maintain control of their aquatic facilities because they are totally informed about operations and maintenance activities, water quality, equipment status, operation cost, preventative maintenance and budgetary considerations and make the final decisions on operations.

If you have any questions, please contact our office at 920-541-3600. If you find this proposal acceptable, please indicate below and email a copy to jon@carricoaquatics.com.

Thank you,

Jon Yearwood
Sales Director
Carrico Aquatic Resources Inc.

**ACCEPTANCE OF PROPOSAL**

Accepted by:_________________________ Date:______________ PO: ______________
LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 1st day of June 2019, by and between VALLEY AQUATIC SOLUTIONS LLC, a Wisconsin limited liability company and assigns, ("Lessor") and CITY OF MARINETTE ("Lessee").

1. LEASE AGREEMENT. In consideration of the terms and conditions herein set forth, Lessor hereby leases to Lessee and Lessee hereby rents and leases from Lessor, the equipment or other personal property described in the Equipment Lease Schedule attached hereto ("Schedule") with all replacement parts, additions, repairs, accessories, devices or mechanisms now or hereafter attached or affixed thereto (hereinafter referred to as "Equipment").

2. TERM OF LEASE. The obligation under this Lease shall commence on the date of acceptance by Lessor and shall terminate upon full performance and observance of all terms, conditions and covenants set forth in this Lease and the Schedule. The rent for the Equipment shall be the amount stated in the Schedule and shall be due and payable on the date set forth therein and the rental term shall commence on the first rental payment date and terminate on the day of the last installment as stated in the Schedule.

3. WARRANTIES. LESSEE AGREES THAT LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR COVENANTS OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE DURABILITY OR SUITABILITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT OR PATENT DEFECTS. Lessor makes no representations or warranties whatsoever as to the financial condition of the manufacturer of the Equipment. Lessee agrees that Lessor shall not be liable or responsible to Lessee for any direct, indirect, consequential or special damages or for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or the inadequacy thereof for any purpose, any defect or deficiency therein or for any repairs, servicing or adjustments thereto or for any interruption or loss of business or for any damage whatsoever and however caused. Lessee shall have the benefit of any manufacturer’s warranties, but no defect or unfitness of the equipment or failure to perform by the supplier shall relieve the Lessee of its obligations to pay rent or of any other obligation under this Lease. Lessor assumes no liability and makes no representation as to the treatment by Lessee of this Lease, the Equipment or the rental payments for finance statement or tax purposes.

4. SELECTION OF EQUIPMENT AND DISCLAIMER OF LIABILITY. In order to meet Lessee’s request for Equipment of the type and quantities specified on the Schedule, Lessor agrees to order such Equipment from the manufacturer which order may contain such terms, conditions and provisions not inconsistent with the description of the Equipment described on the Schedule or other special delivery instructions or terms as Lessor, in its sole discretion, may see fit to include. However, Lessor is obligated only to order the Equipment to the extent described on the Schedule and assumes no liability for specific performance or for any loss or damage due to delays in delivery or Supplier’s failure to fulfill such order or part thereof. Any delay in delivery or other failure on the part of the supplier to perform shall not affect the validity of this Lease or the Lessee’s obligation to pay rent hereunder. All costs of shipping, installation and delivery of Equipment shall be paid by Lessee. In the event that the cost of any item of Equipment described in the Schedule is higher or lower than the price set forth in Lessor’ purchase order therefor; the monthly rental shall be adjusted to reflect such change.

5. TITLE TO EQUIPMENT. Lessor is the lawful owner of the Equipment leased hereunder, title of which shall remain in the Lessor at all times. Lessor may display notice of ownership of the Equipment by plates, tags, identifying stencil or other identification. Lessee will not alter or deface any such indicia of
ownership and shall maintain such indicia of ownership in good and readable condition. Lessee shall have no right, title, or interest in any of the Equipment except the right to peacefully and quietly hold and use the Equipment during the Lease term as herein provided unless and until a default shall occur, and Lessee at its expense will protect and defend Lessor's title to the Equipment. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon real property or any building thereon, or attached in any manner to what is permanent as by means of nails, bolts, screws or otherwise.

6. DELIVERY, REMOVAL, INSPECTION, AND RETURN OF EQUIPMENT. At all times when the Lessee is using Lessor's equipment under this Agreement, Lessor shall maintain liability insurance coverage in the amount of $1,000,000 (one million dollars), shall have the City named as an additional insured on a Certificate of Insurance and provide proof of this coverage to the City, and shall further provide to City endorsements for additional insured, primary insurance, waiver of subrogation and notice of cancellation. Certificates of Insurance and endorsements must list as additional insureds: "The City of Marinette, its elected and appointed officials, agents, representatives and employees."

7. MAINTENANCE, REPAIR AND USE OF EQUIPMENT.

A. Lessor agrees it will, at its own expense, keep and maintain the Equipment in good condition and working order and at its own expense shall supply and install all replacement parts, accessories or other devises when required to maintain the Equipment in good working condition, which parts, accessories or devices shall be and become the sole property of Lessor. Notwithstanding any language to the contrary contained herein, Lessee shall pay and shall be liable to Lessor for all costs and expenses for all parts and labor for all maintenance and repair to the Equipment caused by the negligence, acts or omissions of Lessee, its agents, employees, guests or invitees.

B. Lessee agrees it will:

1) Use and operate the Equipment in a careful manner in the normal course of its business and only for the purposes for which such Equipment was designed in accordance with Lessor and manufacturer's requirements and all applicable insurance policies and shall comply with all laws, ordinances, and regulations (including OSHA requirements) in any manner relating to the possession, use or operation thereof.

2) Keep the Equipment free and clear of all levies, encumbrances, liens and claims and/or legal processes of creditors or others;

3) Timely pay all taxes, costs, fees and expenses of every kind and nature, (including applicable sales, use, excise, personal property, and other taxes), now or hereafter occasioned by, imposed or levied upon or arising out of the use, possession, leasing or operating the Equipment together with any interest, fees, fines or penalties in connection therewith whether billed to, levied upon or assessed against Lessor or Lessee.

4) Make no alterations, modifications, additions, subtractions or improvements to Equipment without the prior written consent of Lessor, but if so authorized by Lessor, any such alterations, modifications, additions, subtractions or improvements shall be deemed to be a part of the Equipment and shall become the property of Lessor.

8. WATER MANAGEMENT PROGRAM. As additional consideration, and as a condition to Lessor maintaining the Equipment in good condition and working order, Lessee agrees to the following:
a) Lessee shall maintain all bodies of water’s water quality at the Lessee’s location in accordance to the local and state health department code. It is not the Lessor’s responsible to maintain the water quality of any body of water during the rental term. During the rental term, the Lessee is responsible for the daily operation, monitoring, and adjustment of the rental equipment.

b) If the Lessee deems the rental equipment to be of defect, malfunction or improper operation during the rental term, the Lessor will provide the following services:
   i. Diagnosis of the equipment problem over the phone with the pool operator.
   ii. Lessor will make available a service technician within 24 hours of notice of equipment defect, malfunction or improper operation. If equipment is defect, malfunction or improper operation, the equipment will be replace free of charge and labor the defect, malfunction or improper operating equipment. It is the lessor sole responsibility to identify and determine what said equipment is defective and to be replaced. If equipment is not defect but determined to be malfunctioning or in improper operation because of the Lessee incorrect operation of the pools water chemistry, the service call will be bill at a rate of $110 per hour from the time from our location in De Pere.

c) Lessor will provide Lessee with Stenner feed tubes for the Stenner chemical pumps used on the leased system. Broken Stenner feed tubes must be provided to the Lessor for free replacement. If a broken Stenner feed tube is not provide for replacement, Lessee will be bill $31.00 per feed tube or current market value.

d) Lessee is responsible for purchasing, replacing, and maintaining all chemical and water tubing to and from the rental equipment and flow indicators.

e) Lessor will provide bimonthly service calls to the Lessee’s location to deliver ordered chemicals, supplies, and equipment. Lessor will clean and calibrate leased equipment up to a 120 minute service period starting upon arrival at the Lessee’s location. Additional service time will be billed at service hourly rate. Lessor can provide training and consulting of pool operation during the service call if requested.

f) At initial installation of equipment, Lessor will provide two hours of training to Lessee and Lessee’s employees concerning operate a commercial pool and spa and operation of rental equipment. If additional training is requested during the rental term, Lessee agrees to pay to Lessor a training fee equal to $110.00 per hour for services.

g) If Lessee should request Lessor to provide consulting services to Lessee’s employees regarding pool maintenance, Lessee agrees to pay to Lessor a consulting fee equal to $110.00 per hour for services.

h) Lessee will be provided new automatic controller systems approximately every 5 years from date of original installation.

i) Lessee is responsible for purchasing, replacing, and maintaining all chemical and water tubing to and from the rental equipment and flow indicators.

9. **INDEMNITY BY LESSEE.**

a. The Lessee shall defend and hold Lessor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss or expense, attorney’s fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or
omissions of the Lessee, its officers, agents or employees. **Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 345.05 and 893.80.** To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by law.

b. The Lessor shall defend and hold the City, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss or expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Lessor, its officers, agents or employees.

10. **NO ASSIGNMENT BY LESSEE.** Lessee shall not, without prior written consent, a) assign, sell, transfer, pledge, hypothecate or otherwise encumber or dispose of this Lease, the Equipment or any part thereof, or any interest therein, or b) permit the same to be used by anyone other than Lessee or its employees. Except as provided herein, neither this Lease nor any interest herein is assignable by Lessee or transferable by operation of law.

11. **LOSS AND DAMAGE.** Lessee hereby assumes and shall bear the entire risk of loss, theft, damage or destruction of Equipment in whole or in part from any cause whatsoever, unless caused by the negligence or omission of Lessor, and no loss, theft, damage or destruction of Equipment shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. In the event of such damage to any item of Equipment, Lessee shall immediately notify Lessor to repair or replace the Equipment at the sole cost of Lessee. Lessee shall immediately pay said cost to Lessor.

12. **LESSEE'S DEFAULT.**

(a) If Lessee should fail to pay Lessor any rent, or any other sums due Lessor as herein provided when the same is due and payable, Lessee shall pay interest thereon from such date at the rate of 18% per annum. If such default continues for more than ten (10) days, or if Lessee should fail to observe, keep or perform any other provision of this Lease, or if a petition or proceeding under any chapter of the Bankruptcy Act, as amended, or for the appointment of a receiver of any part of the property of Lessee or any other proceedings for the relief of debtors, be filed by or against Lessee or its property, or if Lessee should become insolvent or commence any act amounting to a business failure, or if an attachment or execution be levied or tax or other lien be filed against any of Lessee's property or against any of Lessee's property or against the Equipment, then Lessor, at its option, and in addition to and without prejudice to any other remedies, shall have the right to exercise any one or more of the following remedies:

(i) declare the entire amount of rent hereunder immediately due and payable as to any or all items of Equipment, without notice or demand to Lessee;

(ii) sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment, and/or proceed to enforce performance by Lessee of its covenants hereunder;

(iii) enter upon the premises where the Equipment is located and without court order or other process of law, repossess and remove Equipment either with or without notice to Lessee (damages occasioned by such taking are hereby expressly waived by Lessee), and thereupon Lessee's right to possession and use of the Equipment shall terminate, but such repossess shall not constitute termination of this Lease unless Lessor expressly so notifies Lessee in writing;

(iv) pursue any other remedy at law or in equity.
(b) No right or remedy conferred upon or reserved to Lessor by this Lease shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon Lessor by this Lease or by law shall be cumulative and in addition to every other right and remedy available to Lessor and may be exercised simultaneously.

13. **LESSOR'S RIGHTS.** Punctuality in the payment of rentals and other charges is of the essence of this Lease. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default and consent to any act prohibited by this Lease shall not be deemed as consent to any subsequent like act.

14. **NOTICES.** Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address hereinbefore set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail with postage prepaid.

15. **LESSOR'S EXPENSES.** Lessee agrees that it shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights and remedies hereunder or enforcing any of the terms, conditions or provisions hereof; and that such amounts shall be considered additional rental due hereunder.

16. **OTHER DOCUMENTS.** Lessee consents to the filing of a UCC Financing Statement by Lessor regarding this Lease transaction.

17. **GOVERNING LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Wisconsin. If the Lease is not signed and delivered in Wisconsin, it is subject to acceptance or rejection upon receipt by Lessor in Wisconsin, and shall be considered a Wisconsin transaction for all purposes.

18. **LEASE EMBODIES ENTIRE AGREEMENT.** THIS LEASE AND SCHEDULES REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND MAY NOT BE AMENDED EXCEPT BY WRITING SIGNED BY DULY AUTHORIZED OFFICERS OF THE LESSOR AND LESSEE. There are no oral agreements or understandings affecting this Lease, and the parties intend that the written terms of this Lease and the applicable Schedules shall be the only binding agreement between the parties notwithstanding any prior, present or future course of dealing or usage of trade.

IN WITNESS WHEREOF, the undersigned hereby have caused this Equipment Lease to be executed by its duly authorized officers as of the date first written above.

**LESSOR:**

**VALLEY AQUATIC SOLUTIONS LLC**

By: [Signature]

Printed Name: Ken Walther

Date: 5/6/19

**LESSEE:**

**CITY OF MARINETTE**

By: [Signature]

Printed Name: [Signature]

Date: 6/6/19
EQUIPMENT LEASE SCHEDULE

1. **TERM.** The term of this Lease shall commence on June 1, 2019 and shall continue for a period of 12 months ending at midnight on the last day of the Lease term. Terms are net 30 days. Delivery of chemicals will be held if payments are 45 days past date of invoice and until account is made current. If lease expires and the Lessee continues to make timely payments without enactment of a new lease, the terms of this lease are still in full effect on a month-to-month basis.

2. **RENT.** Lessee shall pay the sum of $3,640.00 per month for the three months of summer June 1st, July 1st, and August 1st. Lease program includes up to 2,000 gallons of sodium hypochlorite, 16 – 15 gallon delboys pool acid, and 2 - 45# of stabilizer. Other chemicals such as testing reagents, pH increasers (sodium carbonate), hardness increaser (calcium chloride), etc are an additional charge. Delivery charges, deposits, and sales tax are not included in the monthly fee.

3. **DESCRIPTION OF THE EQUIPMENT ("EQUIPMENT").**
   - Item # 1: Aquasol XPC controller
   - Item # 2: Stenner 45MP5 fixed rate peristaltic pump
   - Item # 3: Stenner 45MP2 fixed rate peristaltic pump
   - Item # 4: Safety Pressure Switch
   - Item # 5: Flow cell
   - Item # 6: ORP electronic probe
   - Item # 7: pH electronic probe
   - Item # 8: Aquasol XPC controller
   - Item # 9: Stenner 45MP5 fixed rate peristaltic pump
   - Item # 10: Stenner 45MP2 fixed rate peristaltic pump
   - Item # 11: Safety Pressure Switch
   - Item # 12: Flow cell
   - Item # 13: ORP electronic probe
   - Item # 14: pH electronic probe

4. **DEPOSITS:** $30.00 deposits required for 15 gallon containers
   **DELIVERY FEE:** $40 per delivery

5. **LESSEE'S PREMISES.** The Equipment shall be located and delivered to Lessee's premises of City of Marinette 2000 Alice Lane, Marinette, WI 54143.

6. **ADDRESS OF LESSOR.** All rent payments shall be paid to Lessor at Valley Aquatic Solutions LLC located at 2009 Enterprise Drive, De Pere, WI, 54115.

7. **INSURANCE.** Lessee shall name Lessor as an additional insured on Lessee's liability insurance policy providing liability insurance coverage for any loss, damage, injury or death resulting from the use, operation or possession of the Equipment. Lessee shall deliver the insurance endorsement for same prior to the installation of the Equipment.

8. **PURCHASE OPTION.** The Lessee has no option to purchase this equipment during the lease period. New equipment can be purchased at the end of lease from Lessor.

**LESSOR:**

**VALLEY AQUATIC SOLUTIONS LLC**

By: [Signature]

Printed Name: Ken Walther

Date: 5/6/19

**LESSEE:**

**CITY OF MARINETTE**

By: [Signature]

Printed Name: [Signature]

Date: 6/6/19