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**AGENDA**  
**PARK AND RECREATION BOARD**  
**7:00 PM TUESDAY, FEBRUARY 18, 2020**  
**SUSSEX CIVIC CENTER - COMMITTEE ROOM 2<sup>nd</sup> FLOOR**  
**N64W23760 MAIN ST**

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Sussex Park & Recreation Board, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.)

1. Roll call
2. Consideration and possible action on the minutes from the January 21, 2020 meeting.
3. Comments from Citizens Present.
4. Discussion and possible action on the Sussex Area Service Club 10 Year Contract Agreement.
5. Discussion and possible action on 2020 Village Park Concession Stand Contract.
6. Discussion and possible action on 2020 4<sup>th</sup> of July Fireworks Contract with Wolverine Fireworks.
7. Update on Tree Preservations Funds.
8. Update on rental statistics for 2019.
9. Update on The Grove - Splash Pad.
10. Park & Recreation Director's Report.
11. Topics for Future Agenda Items.
12. Adjournment

Robert Fourness  
Chairperson

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Jeremy Smith  
Village Administrator

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk at 246-5200.

**VILLAGE OF SUSSEX  
SUSSEX, WISCONSIN**

**Minutes of the Park & Recreation Board meeting held on January 21, 2020.**

Chair Fourness called the meeting to order at 7:00 p.m.

**1. Roll Call**

Members present: Chair Bob Fourness, Trustee Tim Dietrich, Mike Waltz, Kelly Tetting, Anne Golding, Nadine Coenen and Chris Kostka.

Members excused: None

Staff present: Parks & Recreation Director, Halie Dobbeck

Others present: Village President Greg Goetz

**2. Meeting Minutes**

A motion by Tetting, seconded by Golding to approve the November 19, 2019 meeting minutes as presented. Motion carried 7-0.

**3. Comments from Citizens Present**

No one was present who wished to be heard.

Chair Fourness motioned to move item 5 before item 4 on the agenda. Seconded by Tetting. Motion carried 7-0.

**5. Prestwick Group-Stirling Site Tree Preservation & Mitigation Plan**

John is the general contractor on the project and was available to represent Prestwick.

Chair Fourness was concerned about the existing policy allowing for more than \$100,000 worth of trees to be removed. Staff will attend next meeting to discuss the tree board policies and procedures, including the crediting procedure as requested by Waltz. President Goetz explained to the board that the Plan Commission's duty is to approve landscaping plans and that Plan Commission pays close attention to the number of trees in each development.

Motion by Waltz, second by Golding to approve the plan as presented. Motion carried 7-0.

**4. Lions Club Bold Bike Ride Event**

Motion by Waltz, second by Fourness to approve that the event is added to the standing rental agreement between the Village and Lions Club. Motion carried 7-0.

**6. Suredran Community Picnic Special Event**

Motion by Golding, second by Kostka to recommend to the Village Board approval of the special event permit as presented. Motion carried 7-0.

**7. Lisbon Central Cemetery Lawn Services Contract**

Motion by Fourness, second by Coenen to recommend to the Village Board approval of the contract as presented. Motion carried 7-0.

**8. Naming of Village Park New Construction**

Motion by Waltz, seconded by Golding to name the new construction in Village Park, The Grove. Motion carried 7-0.

**9. Rental Pricing for Village Park Pavilion and Civic Center**

Motion by Waltz, seconded by Kostka to recommend to the Village Board approval of the new rental rates for the Civic Center and new Park Pavilion as presented. Motion carried 7-0.

**10. Multi-Year Contract with Brewfinity Brewing**

Motion by Waltz, seconded by Golding to recommend to the Village Board approval of the multi-year contract with Brewfinity brewing as presented. Motion carried 7-0.

**11. Park & Recreation Director Report**

Waukesha County approved funding for the Menomonie Park Dog Park. We are waiting on further information from the county regarding final funding and timeline. May 30, 2020 will be the Village Park Grand Opening event. Pints in the Park park location voting will begin January 30. Sledding Party was January 18 and we saw 600 people at the event.

**12. Topics for Future Agenda Items**

- Tree Board Responsibilities and Guidelines
- Usage numbers for Civic Center and Parks in 2019
- Splashpad recirculation explanation.

**13. Adjournment**

A motion by Waltz, seconded by Golding to adjourn the meeting at 8:06 pm. Motion carried 7-0.

Respectfully Submitted,

Halie Dobbeck  
Parks & Recreation Director

**2020-2029**

**SUSSEX AREA SERVICE CLUB – USE OF VILLAGE PARKS AND FACILITIES**

**ARTICLES OF AGREEMENT**

**VILLAGE OF SUSSEX, WISCONSIN**

The Articles of Agreement as set forth herein shall be an agreement between the Village of Sussex, who shall be referred to herein as the “Village” and the Sussex Area Service Club who shall be referred to herein as the “SASC”.

This agreement only covers the use of Village facilities for each of the board-approved SASC Events, hereinafter referred to as “The Events”.

This Articles of Agreement, as made between the Village and the SASC shall be binding and shall be subject to the following provisions and conditions.

1. The fees will be calculated on the actual rentals requested and the rates in effect at said time and are subject to change each year according to the updated rental rates during the contract period. The Village agreed to institute a credit for past charitable donations and this contract term will start with a credit of \$27,120 (see attachment listing donations from January 2016 until current year approved budget, not including 2020). Therefore, the SASC fees for the term of this contract would be \$0, unless other events were added, or fee changes were made such that the credit was not enough to cover the fees. The Village will “roll over” credits for future cash donations from year to year (Example: A \$5,000 donation in year 2018 can be carried forward. It is anticipated that future donations will continue to cover the costs of the fees. Annually, the Village shall provide the SASC with an accounting of the donations credit available and park/facilities charges used.
2. The Village maintains the right to review donations to other non-Village community-based organizations to determine their credit value. Donations may range into many different aspects of the community, but to receive credit, it should have a tangible basis to the residents of the Village.
3. If the SASC choose to replace a current event for a different event or add another event they can request an exchange or addition subject to the review and approval of the park board.
4. The SASC agree to maintain a deposit of not less than \$400 with the Village. The \$400 deposit will cover all the Events and the SASC shall replenish any amount up to the \$400 for the term of this contract. Said deposit shall be held by the Village for the term of the contract.
5. The SASC agree to pay any usual and customary pass-through costs and license fees associated with the uses of Village facilities that arise from forces outside the Village’s control. If repair, or cleaning costs are incurred by the Village after The Events, the deposit will be utilized to fully correct any damage and/or cleaning. If any expenses are

deducted from the deposit, SASC will receive a written itemized statement from the Village explaining the deductions. If any portion of the deposit remains after all the Village's costs, the remaining balance shall be returned within thirty (30) days to the SASC, as authorized by the Administrative Services Director at the end of the contract term. The SASC shall reimburse the Village of any costs of repairs or cleaning that exceeds the amount of the deposit, which shall be payable within (30) days of the written itemized statement from the Village.

6. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement, the SASC shall indemnify and hold harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the claim asserted or imposed upon the Village, its officers, agents, employees, and independent contractors growing out of the agreement as stated above by any party or parties.
7. Sales and consumption of alcoholic beverages are regulated by the State of Wisconsin and the Village. The SASC must comply with all relevant state statutes and municipal ordinances. The SASC must contact the Village Clerk's office to obtain all appropriate rules and regulations regarding sales and service, as it relates to the sales of alcoholic beverages. Applications for necessary permits must be submitted to the Village Clerk's office no later than thirty (30) days prior to the exhibition.
8. This agreement is separate from any other arrangement or agreement with the SASC.

The Articles of Agreement shall be signed by the necessary officials of SASC, and the Village Board; and shall become effective on the same day and shall remain in effect until any and all sections of the agreement has been satisfied in its entirety.

Signed this \_\_\_\_\_ day of \_\_\_\_\_; for and on behalf of the Sussex Area Service Club

\_\_\_\_\_  
On behalf of the Sussex Area Service Club

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Telephone Number(s)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; by the Village Board of the Village of Sussex, Wisconsin

\_\_\_\_\_  
Attest – Administrative Services Director/Village Clerk  
Sam Liebert

\_\_\_\_\_  
Village President  
Gregory Goetz

## **VILLAGE PARK CONCESSION STAND LEASE**

This agreement is made between the Village of Sussex, a Wisconsin Municipality ("Lessor") and SBA Operations, LLC ("Lessee") for the lease of the concession stand in Sussex Village Park, N63W24459 Main Street.

### **I. RENTAL TERM AND SERVICE FEE**

- A. This lease shall be for a term of commencing on the 1 day of May, 2020 and ending on the 15 day of October, 2020.
- B. The rental for the concession building and equipment shall be in the sum of \$20.00 per team registered to play during the season. Payment is due by the 1 day of May, 2020.
- C. All payments shall be made payable to the "Village of Sussex" and delivered to N64W23760 Main Street, Sussex WI 53089.
- D. Failure to pay the rental fee on or before the due date listed in this section shall subject the Lessee to a 1% per month penalty on the unpaid fee due.
- E. A refundable deposit of \$500.00 shall be paid to the Lessor prior to start of operation and shall be refunded within 30 days after the last day of operation in 2020. Deductions from this deposit are to be used only to pay any costs for damages done by the Lessee. An inspection of the entire premises will be made, after the term and any cleaning of the facility that may be required will also be subtracted from the deposit.

### **II. PURPOSE**

- A. The purpose of this lease is to allow the Lessee to use said premises for the operation of a concession stand to provide food, soda, and if properly licensed, beer to the public patronizing the park.
- B. The concession stand operating hours are from 5:00 P.M. and not later than 11:00 P.M. five days per week from May 1 to October 15. The Lessee is not allowed to operate on July 4, 2020.
- C. Lessee may open concession stand on other dates with approval from the Parks and Recreation Director, provided such operation does not conflict or interfere with other park functions and/or reservations.
- D. It is expressly understood that the Sussex Lions Club and Junior Charges Baseball Organization are entitled to operate tournaments during the lease term and are entitled to full use and occupancy of the concession stand and all related equipment during said tournaments. Lessee shall be required to vacate the same during those periods including for Lions Daze that is typically the 3rd weekend of July and the Junior Chargers Tournament that is the 1st weekend in June and the 3rd weekend of July. The concession stand will be utilized by a community organization on July 4.
- E. The Lessee is specifically entitled to run up to five (5) softball, baseball, and/or volleyball tournaments during the lease term on five (5) different Saturdays and Sundays on dates to be approved by the Park and Recreation Board of the Village of Sussex when no other prior commitment has been made. The Lessee for each tournament must pay the standard reservation fee.

### **III. MAINTENANCE AND OPERATION**

- A. Lessee shall be solely responsible for maintaining the concession stand equipment and the concession stand's immediate vicinity in good condition during the term of the agreement except as otherwise stated in this Agreement.

- B. Lessee agrees to be liable for all maintenance and repairs to the concession stand and agrees to assume responsibility for all damage occurred by neglect to plumbing, gas, water, steam sewage or other pipes, electrical wiring, any other electrical installations to other portions of the building or grounds or damage to any part of the physical structure of the property.
- C. If the Lessee wishes to make any permanent improvements or, additions to the concession stand, such request shall be made to Staff and is required to be reviewed and approved by the Village Board. The Lessee shall obtain from duly prescribed officials the permits and licenses necessary to operate a concession stand and sell food and beverages and shall operate only in compliance with all local, state and federal laws and all ordinances and other governmental regulations. Lessee agrees to keep on hand, at all times, a sufficient supply of all merchandise to adequately serve the public.
- D. Lessee agrees that they will maintain all premises in a manner consistent with, or demanded by, all health departments and pure food examiners, and also that the premises will at all times be kept open for the proper inspection by duly authorized representatives of the Village of Sussex or any other agency having jurisdiction thereto.
- E. Lessee agrees to employ competent persons to be in attendance on premises, and that at no time will there be less than one person constantly in charge of said premises.
- F. If a beer license is granted, Lessee will comply with all state and local laws and ordinances on liquor and the dispensing thereof.
- G. Lessee agrees that they will not allow trash to accumulate, in any form, on the concession stand premises or in the immediate vicinity of the concession stand for the entire contract period.
- H. Lessee must provide adequate garbage and recycling receptacles in the building and shall also be responsible for dumping of the same into provided dumpsters.
- I. Lessor shall be responsible for removal of such garbage and recycling materials from the dumpsters.
- J. Lessee agrees to be responsible for nightly cleaning the entire area around the concession stand premises.
- K. Lessee shall be responsible for any repairs equipment owned by them. The Lessor assumes responsibility for any repair and maintenance of equipment owned by the Lessor.
- L. Lessee agrees to be responsible for cleaning the restrooms contained in the concession stand after each day's events.
- M. Lessee agrees to clean and remove all owned equipment by the end of season. A prior walkthrough by Village Staff may be required. Any damages or lack of cleaning found may result in a loss of the Lessee's deposit as outlined in this agreement. Lessee is required to turn in key to the Village of Sussex.

#### **IV. DAMAGE OR DESTRUCTION OF PREMISES**

- A. If the premises are destroyed by fire, flood, casualty, war or any other natural disasters, then the agreement at the option of either party shall cease and come to an end.
- B. In the case of any partial damage caused by fire, flood, casualty, war or any other natural disaster, the Lessor may restore the premises to the previous condition and adjust a portion of the rent for the period that the concessionaire was not allowed the use of the premises, be refunded or not demanded by Lessor.



## **V. INDEMNIFICATION**

- A. In consideration of this agreement executed hereunder, and in addition to, and not the exclusion or prejudice of, any provisions of this permit, or documents incorporated and/or reference herein, the Lessee agrees to indemnify and hold harmless the Village of Sussex and its former, present and future elected officials, employees, servants, agents, independent contractors and their respective heirs, successors, personal representatives, and shall defend the same from and against any and all loss, liability, interest, actions, damages, claims, lawsuits, liability and expense, including, without limitation, all legal, accounting, consulting, engineering expenses, to whomever owed and by whomever and whenever brought or maintained which may in any manner result from or arise in the course of, out of, as a result of, or in connection with the use of the Sussex Village Park or other facilities by the Lessee.
- B. In the event of any accident or disaster resulting from the concession stand operation in any form or manner, it shall be the direct responsibility of the Lessee who shall assume all such responsibility and any legal counsel necessitated by this agreement including any legal actions arising therefrom, shall be the responsibility of the Lessee and shall be paid for by the Lessee.
- C. In every case where the judgment is recovered against the Village of Sussex or its representatives referred to above, if notice and opportunity to defend has been given to Lessee of the pendency of the suit within ten (10) days after the Village has been served with the same, the judgment shall be conclusive upon the Lessee not only as to the amount of damages, but also as its liability to the Village.

## **VI. INSURANCE**

- A. The Village shall not be liable to the Lessee, his agents, employees, servants, customers, visitors, guests or to any person who may be damaged or injured including, through or out of Lessee's right to use and improve the premises as herein provided.
- B. Not by way of limitation, loss of life or damage to property by reason or arising by, the Lessee shall maintain in force at all times during the terms hereof, a policy of public liability insurance insuring itself and the Village of Sussex against injury to property, person or loss of life arising out of the use and occupancy of the premises within the limits of at least \$1,000,000 per occurrence and the Lessee shall furnish to the Village, as may be requested from time to time, a certificate of said insurance.

## **VII. COVENANTS OF LESSEE**

- A. Lessee agrees to and his agents or employees shall at all time comply with all rules and regulations adopted by the Lessor. Lessee agrees that he will, at his own expense, repair all damage or injury to the property of the Village of Sussex if such damage is caused by the Lessee, his agents or employees.

## **VIII. ASSIGNMENT OF SUBLETTING**

- A. Lessee shall not, without written consent of the Lessor sublet the premises of any part thereof, nor assign, hypothecate or mortgage the agreement.

## **IX. VILLAGE'S RIGHT OF ENTRY**

- A. Those persons representing the Lessor or their agent or independent contractor reserve their right, exercisable at any reasonable time during the term hereof, or extension thereof, to enter the premises for the purpose of making repairs which are the Village's responsibility or inspecting the premises.

## **X. FIXTURES**

- A. Any fixtures installed by Lessee becomes the property of Lessor at the end of the lease term. This agreement shall be effective May 15, 2019 through October 28, 2019. The agreement may be amended, at any time, by mutual agreement of both parties, and that agreement is in writing.

Dated this 14 day of May, 2019.

**SBA Operations LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Village of Sussex**

\_\_\_\_\_  
Gregory Goetz, Village President

Attest: \_\_\_\_\_

Linda Steinmetz, Deputy Clerk

## WOLVERINE FIREWORKS DISPLAY, INC.

205 W. Seidlers Road  
Kawkawlin, Michigan 48631  
Phone: (989) 662-0121  
Fax: (989) 662-0122

### WISCONSIN WAREHOUSE:

Phone: (262) 968-4178  
Fax: (262)968-2254

## CONTRACT

This contract entered into this 14th day of February, 2020, by and between WOLVERINE FIREWORKS DISPLAY, INC., hereinafter referred to as “**WOLVERINE**” A Michigan Company, duly licensed by the BATFE, and Village of Sussex, hereinafter referred to as “Sponsor”.

1. Wolverine agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.
2. Wolverine agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker’s Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Wolverine only and does not extend to any other aspect of the event.
3. The date of this display is: 7/4/2020 at: 9:20 pm. In the event of inclement weather, the display will be rescheduled for the **next night 7/5/2020** at no additional cost to the Sponsor (dates around the 4<sup>th</sup> of July are excluded unless approved by Wolverine). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Wolverine’s cost, damages, and expenses.
4. The cost of the display is: **\$16,000.00** plus tax (unless exempt). A deposit in the amount of: **\$8,000.00** shall be made at the time of signing this agreement. The balance due shall be paid to Wolverine within 10 days following the display. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.
5. Sponsor, at Sponsor’s expense, agrees to provide Wolverine with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Wolverine. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor and in accordance with the provisions of NFPA 1123.
6. After the display, Wolverine will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning first light search of the Display Site as defined in NFPA 1123 is of utmost importance and the search will be conducted by the

Sponsor. If any unexploded shells or devices are found, Wolverine will be contacted immediately to properly disposed of said material. Wolverine will be responsible for the removal of all equipment provided by Wolverine. Sponsor will be responsible for any remaining cleanup that may be required after the display.

7. Sponsor agrees to defend and hold Wolverine harmless from and against all claims and any penalties, damages, and costs made against and/or incurred by Wolverine in the event (1) the display does not commence on the date and time contemplated by this contract, or is otherwise disrupted as a result of equipment or product malfunction or failure, and/or (2) Sponsor's breach of its obligations under the contract.
8. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Wolverine. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein, and shall be severally responsible for their own separate debts and obligations.
9. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.
10. Any Additional Provisions:

WOLVERINE FIREWORKS DISPLAY, INC.

VILLAGE OF SUSSEX

By: \_\_\_\_\_

By: \_\_\_\_\_

Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date signed \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: 205 W. Seidlers Road  
Kawkawlin, MI 48631  
Gina.wolverinefireworks@gmail.com

Address: W240 N5765 Maple Ave  
Sussex, WI 53089

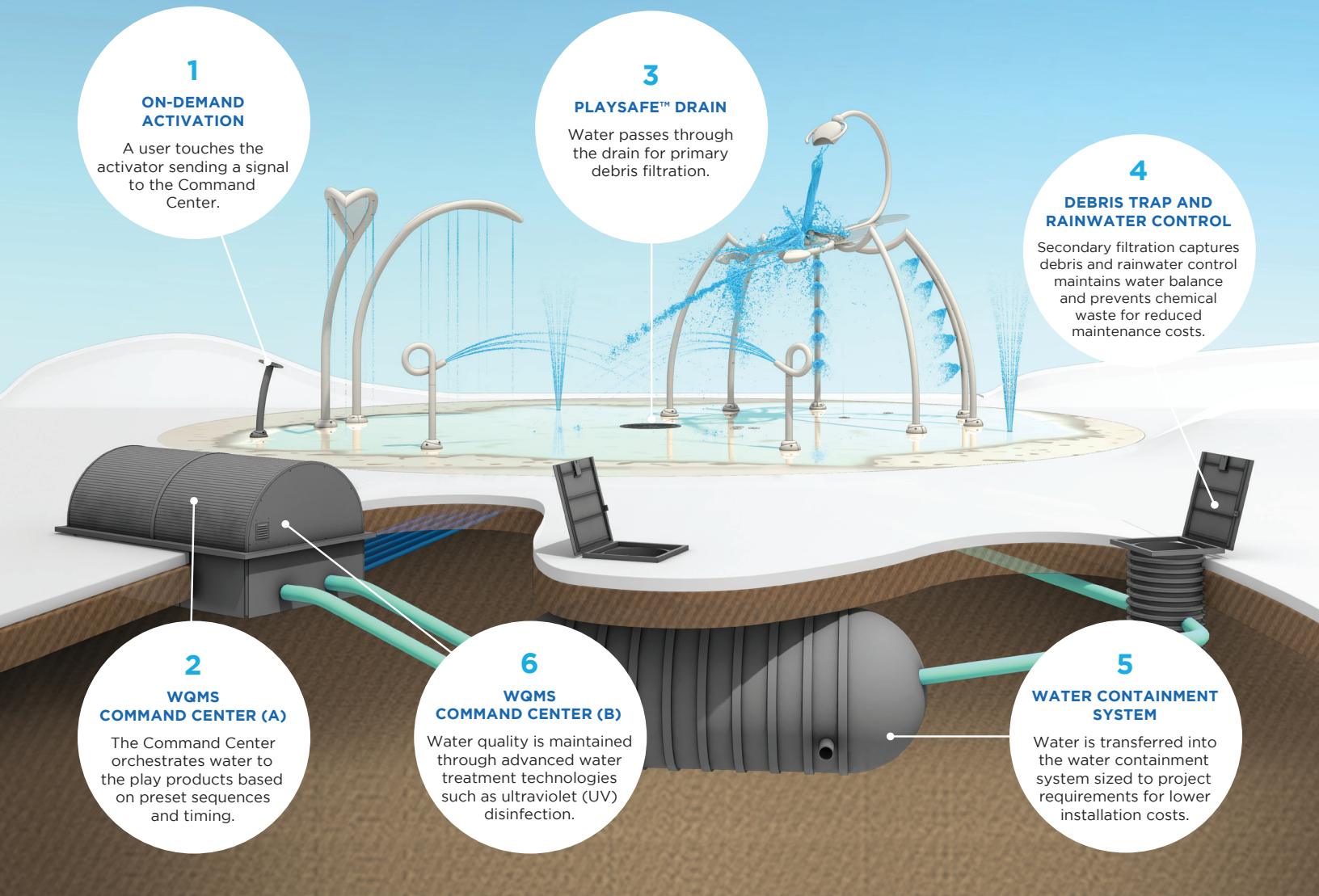
Phone: 262-246-5200 Office

Email: Halie Dobbeck  
hdobbeck@villagesussex.org

Village of Sussex Tree Fund				
Year	Funds Received From	Amount	Funds Used For	Amount
2011	Auto Zone	69,600		
2015	Rotating Equipment	100,000		
2016	Sussex IM (Net after Tree Planting)	3,163	Civic Campus	80,055
2017	Hidden Hills	100,000	Main Street Phases 1 & 2	73,734
2018	Wangard	39,000	Good Hope Trees	88,953
2019	Woodland Trails	100,000	Village Park Phase A	69,029
2020	Prestwick	100,000	Maple Avenue Trees	97,444
<b>TOTAL</b>		<b>511,763</b>		<b>409,215</b>
Both of these payments are likely to result in partial refunds after they install trees with construction.				
The net available funds after partial refunds to Woodland Trails and Prestwick will go for Trees on Maple Ave.				

## 2019 Rentals

Location	Room	# of External Reservations
Armory Park	Open Air	1
Armory Park	Concession Stand	1
Armory Park	Soccer Fields	128
Ball Fields	Practices	276
Ball Fields	Games	214
Civic Center	Multipurpose Room	4
Civic Center	Dining/Multipurpose Room	13
Civic Center	1st Floor Meeting Room	56
Civic Center	Community Room	66
Civic Center	Board Room	36
Civic Center	2nd Floor Committee Room	1
Civic Center	Concession Kitchen	8
Civic Center	Board Room w/ Patio	7
Madeline Park	Train Depot	10
Village Park	Lions Open Air	13
Village Park	Early Days Open Air	3
Village Park	North Open Air	7
Village Park	Lions Building	13
Village Park	Volleyball Court #1	12
Village Park	Volleyball Court #2	10
Village Park	Disc Golf Course	23
Village Park	Concession Stand	2



# RECIRCULATION

## RECYCLE THE FUN

Recirculation is a closed circuit system that recycles and disinfects the water to and from the play area through the advanced Water Quality Management System (WQMS).



World leader in aquatic play solutions with over 6,000 installations worldwide  
 vortex-intl.com • info@vortex-intl.com  
 1.877.586.7839 (free USA/CND) • +1.514.694.3868 (Intl.)

# Your Disinfection Team: Chlorine & pH

## Protection Against Recreational Water Illnesses (RWIs)

www.healthyswimming.org

Protecting swimmers and their families from RWIs is the reason that pool staff regularly check both chlorine and pH levels. Chlorine and pH, your disinfection team, are the first defense against germs that can make swimmers sick.

### What does chlorine do?

Chlorine kills germs in pools--but it takes time to work. Therefore, it's important to make sure chlorine levels are always at the levels recommended by the health department (usually between 1.0 - 3.0 ppm).

### Why does chlorine need to be tested regularly?

All sorts of things can reduce chlorine levels in pool water. Some examples are sunlight, dirt, debris, skin, and fecal matter from swimmer's bodies. That's why chlorine levels must be routinely measured. However, the time it takes for chlorine to work is also affected by the other member of the disinfection team, pH.

### Why is pH important?

Two reasons. First, the germ-killing power of chlorine varies with pH level. As pH goes up, the ability of chlorine to kill germs goes down. Second, a swimmer's body has a pH between 7.2 and 7.8, so if the pool water isn't kept in this range then swimmers will start to feel irritation of their eyes and skin. Keeping the pH in this range will balance chlorine's germ-killing power while minimizing skin and eye irritation.

### What else can be done to promote Healthy Swimming?

The best way to kill germs is by routinely measuring and adjusting both chlorine and pH levels. Since a few germs can survive for long periods in even the best-maintained pools, it is also important that swimmers become aware of Healthy Swimming behaviors (don't swim when ill with diarrhea, don't swallow pool water, take frequent bathroom breaks, and practice good hygiene). Combining Healthy Swimming behaviors with good chlorine and pH control will reduce the spread of RWIs.

Water Quality	pH
Poor Chlorine Disinfection Eye Irritation Skin Irritation	> 8.0
Most Ideal for Eye Comfort and Disinfection	7.8
	7.6
Eye Irritation Skin Irritation Pipe Corrosion	7.2
	< 7.0