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## **AGENDA**

### **ROLL CALL**

### **APPROVAL OF AGENDA**

### **AGENDA ITEMS**

- 1. Approve** Meeting Minutes - November 13, 2024
- 2. Receive & File** Director's Report - October 2024
- 3.** Aquatic Center - Games
- 4.** Aquatic Center - Shade Structures
- 5.** Netting for Westside Ball Fields
- 6.** Commission Member Comments
- 7.** Set Next Meeting Date

### **ADJOURNMENT**



## PARKS & RECREATION

Lower Level Council Chambers  
Wednesday, November 13, 2024  
6:00 PM

### MINUTES

#### ROLL CALL

Meeting was called to order by Megan Scherrman at 6:04 P.M.

#### PRESENT

Jason Lang, Jon Scherbring, Megan Scherrman, Sarah Goldsmith

#### ABSENT

Nathan Huebner, Casey Frye, Matt Ungs

#### APPROVAL OF AGENDA

Scherrman asked for review and approval of the agenda. Motion made by Goldsmith, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Scherrman, Goldsmith

Motion Carried

#### AGENDA ITEMS

##### 1. Approve Meeting Minutes - October 23, 2024

Scherrman asked for comments or changes and there were none. Motion made by Goldsmith, seconded by Lang.

Voting Yea: Lang, Scherbring, Scherrman, Goldsmith

Motion Carried

##### 2. All-Girls Soccer

Huehnergath sent a survey to parents of girls that played in the all-girls league. Some of the other communities sent the survey to their entire community. This may have skewed the results slightly. Most of those surveyed want to keep the All-Girls League the same as this year, possibly adding a few more games. The commission was questioning whether there would be enough interest to have a 5th/6th grade league and a 7th/8th grade league. When the sign-up is set up, we will just have one group 5th grade - 8th grade. We will divide into 5th/6th and 7th/8th grade leagues if we have enough players. We also intend to advertise this league more than we did last year.

### 3. Aquatic Center – Admissions

The commission thought changing the rates for the Aquatic Center to increase revenue would be a good idea. They liked the idea that 2 and under would be free. Anyone 3 years and older would be charged \$5. This will need to be approved by the City Council.

### 4. Aquatic Center – Parties

We currently charge \$350 per pool party. We had 5 parties this year. We did turn 2 or 3 people down since we did not have the staffing. Our current party time is 6 pm - 8 pm. Some other pools do not have parties at all. Others, have pool parties from 10 am - Noon and charge \$250. The commission liked the idea of having pool parties from 11 am - 1 pm. Regarding the charge for the party, they could not come to a consensus. They were looking at \$275 or \$300 for a pool party. Some pools charge based on the number attending. We need to decide if this is something we'd like to do. It was decided the fee for a pool party would be reviewed at the next meeting when all the commission members are present.

### 5. Aquatic Center - Closing Time

Huehnergath recommended that we close the pool if the temperature is below 70 degrees and there are 10 people or less in the first two hours. If inclement weather, it would be at the manager's discretion.

Voting Yea: Lang, Scherbring, Scherrman, Goldsmith

Motion Carried

### 6. Pool Improvements - Shade Structures

Huehnergath recommended that we purchase a shade structure for at the aquatic center. We have had several requests from patrons for a shade area. He recommended a shade similar to the one at the Xavier playground. This structure does not have poles, making installation easier. Installing this structure would allow parents to be in the shade, but still be close to their children. It was decided to purchase one now and see how that works before purchasing another one.

### 7. Pool Improvements - Play Area

We are looking at play area improvements. The city administrator does not want any permanent structures up there. Games would be an option in this area. Some ideas given were bag tosses, 4 square nets, etc. A sandbox was discussed; however, there was a sandbox in the past and too much sand found its way into the pool, making it tough on the filters.

### 8. Equipment SWAP Meet

The commission was on board with having an Equipment SWAP Meet. We will collect clean, gently used athletic gear including bats, gloves, balls, cleats, shin guards, helmets, etc. We will not collect clothing. We will be collecting from February 18-21, 2025 from 8 am – 5 pm. The SWAP Meet will be on March 1, 2025. Goldsmith will be creating a flyer.

### 9. Commission Member Comments

There were no commission member comments.

10. Set Next Meeting Date for Wednesday, December 11, 2024 at 6:00 P.M.

**ADJOURNMENT**

The meeting was adjourned at 6:56 P.M. on a motion made by Goldsmith, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Scherrman, Goldsmith

Motion Carried



November 13, 2024

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Sandy Oberbroeckling

Memorandum

TO: City Council, Parks and Recreation Commission  
From: Adam Huehnergath, Parks and Recreation Manager  
RE: Monthly Directors Report October 2024  
CC: Mick Michel, City Administrator  
Date: November 18th, 2024

**2025 Alliant Energy Community Tree Program Grant:**

Last month in coordination with the Dyersville Lions Club and with the help from Cindy Oberbroeckling, we applied for a grant for more trees to be planted next spring. The amount requested is \$5,000 and if accepted we are planning to plant the trees on Arbor Day, April 25, 2025. Last year most of the trees were planted in Candy Cane Park by the playground equipment. This year the focus will be Westside Park to coincide with the improvements to the baseball/softball diamonds and newly paved walking trail. A line of trees will go to the west of the trail between fields #1 and #2 to continue a present line and to hinder vehicle access to the areas freshly graded and seeded. Another group of trees is planned to be placed on the west side of the senior soccer field on the west side of 3<sup>rd</sup> St SE for spectator shade and wind blocks.

**FoD Tournaments 2025:**

The dates for the summer Field of Dreams tournaments have been set. The tournaments in 2025 will mirror last year with a few changes. The schedule adds two extra weekends for baseball tournaments. There will be a weekend tournament May 17/18<sup>th</sup> which will be one week earlier than their start last year and they will also add a tournament August 8<sup>th</sup>-10<sup>th</sup>. They are also adding two weekends in the fall for youth softball. There will be a tournament on August 23/24<sup>th</sup> and another September 13/14<sup>th</sup>. This will be the first year having softball tournaments.

Another big change is our ability to host 13U teams on our fields. Last year teams in that age group had to play most of their games in Dubuque because of base path distances. Because of scheduling concerns and staffing it was asked if we could house those games. We have been able to reconfigure the dimensions of the two Candy Cane fields for that age group. Eight of the twelve weekends incorporate 13U teams so the city will see approximately 70+ extra teams come to Dyersville this summer versus last year.

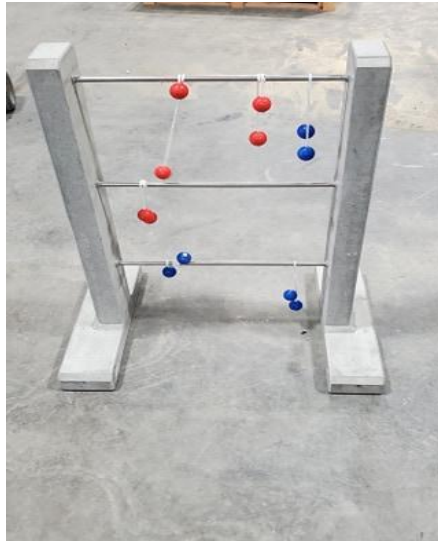
**All-Girls Soccer:**

A survey was sent out to Dyersville and surrounding communities that participated in last fall's all-girls soccer league. Every respondent had a positive opinion of the program. In 2025 we plan on keeping the league as is with a few tweaks. The Parks/Rec Commission agreed that we need more data and discussions before more significant changes to the soccer program in the future.

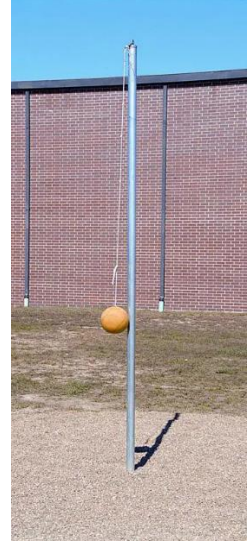
# Game Ideas at the Pool



Shoot a Hoop



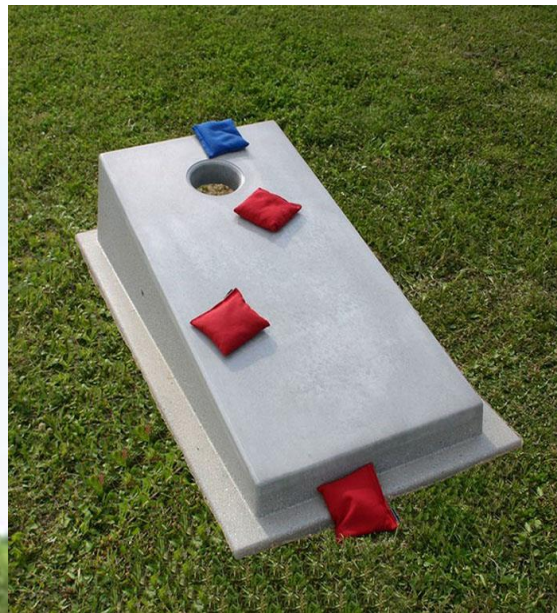
Ladder Toss



Tether Ball



Triple Shot



Corn Hole





Beacon Athletics  
901 Deming Way, Suite 101  
Madison, WI 53717

(800) 747-5985

**Sold To:**  
DYERSVILLE PARK / RECREATION  
340 FIRST AVE EAST  
DYERSVILLE, IA 52040



**Order Number:** 0372242  
**Order Date:** 11/18/2024  
**Salesperson:** KD  
**Customer Number:** B52040A  
**Project Mgr:**

**Ship To:**  
DYERSVILLE PARK / RECREATION  
340 FIRST AVE EAST  
DYERSVILLE, IA 52040

**Project name:**

Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NET 30

**Special Instructions:**

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
101-100-160	EACH	2.0	0.0	0.0	19,500.0000	39,000.00

BACKSTOP, IN-LINE LIFT/TENSION  
MODEL #BSP-L  
PER QUOTE #N11157

FOOTPRINT: 30'-0" x 20'-0" X 30'-0"  
OVERALL HEIGHT: 30'-0"  
NETTING COVERAGE: 27'-0" TALL NET HUNG ABOVE 3'-0 " TALL MODULAR WALL (BY OTHERS)

\*\*\* DIMENSIONS NOTED ABOVE ARE APPROXIMATIONS FOR ESTIMATING PURPOSES ONLY \*\*\*

NET MATERIAL: #36 BLACK TWISTED KNOTTED NYLON; 1-3/4" SQUARE  
NET MOUNTING: LIFT & TENSION  
POLE QTY: (4)  
POLE MOUNTING: DIRECT-BURY  
POLE TYPE: STEEL  
POLE FINISH: BLACK PAINT  
HARDWARE: INCLUDED  
STAMPED ENGINEERING: NOT INCLUDED

ADD \$3,000.00 TO FINAL TOTAL FOR OPTIONAL STAMPED ENGINEERING REPORT

\*\*\* ENGINEERING DISCLAIMER \*\*\*  
- ENGINEERING COST INCLUDES INITIAL ANALYSIS  
- ADDITIONAL REVISIONS WILL INCUR ADDITIONAL COSTS  
- IF MODIFICATIONS TO STANDARD DESIGN ARE DEEMED NECESSARY BY ENGINEERING ANALYSIS TO MEET SITE-SPECIFIC CRITERIA,  
ADDITIONAL MATERIAL CHARGES MAY APPLY

\*\*\* IMPORTANT - PLEASE NOTE \*\*\*  
- PROJECT-SPECIFIC SHOP DRAWINGS WILL ONLY BE PROVIDED UPON RECEIPT OF ORDER  
- INSTALLATION NOT INCLUDED  
- CONCRETE AND FOUNDATION MATERIALS SUCH AS REBAR CAGES NOT INCLUDED  
- CUSTOMER IS RESPONSIBLE FOR UNLOADING ALL MATERIAL DELIVERIES



Beacon Athletics  
901 Deming Way, Suite 101  
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Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NET 30

**Special Instructions:**

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
145-100-510	EACH	2.0	0.0	0.0	7,200.0000	14,400.00

MODULAR BACKSTOP WALL  
MODEL #MW-3

FOOTPRINT: 30'-0" x 20'-0" X 30'-0"  
OVERALL HEIGHT: 3'

\*\*\* DIMENSIONS NOTED ABOVE ARE APPROXIMATIONS FOR ESTIMATING PURPOSES ONLY \*\*\*

- SYSTEM INCLUDES:
- GALVANIZED STEEL FENCE POSTS
  - POWDER-COATED MOUNTING BRACKETS FOR DIRECT CONNECTION TO BACKSTOP SUPPORT POLES
  - INTEGRATED ATTACHMENTS FOR BACKSTOP NETTING (NETTING SOLD SEPARATELY)
  - ALL MOUNTING HARDWARE
  - VINYL SPECTATOR-SIDE BANNERS (PRINTING AVAILABLE BUT NOT INCLUDED)
  - 2" X 12" PRESSURE-TREATED LUMBER PLANKS

- \*\*\* IMPORTANT - PLEASE NOTE \*\*\*
- IT IS STRONGLY RECOMMENDED THAT LUMBER PLANKS BE SOURCED LOCALLY TO ENSURE SELECTION OF QUALITY BOARDS.
  - USE #2 PRIME OR BETTER GROUND-CONTACT PRESSURE-TREATED 2" X 12" X 8' LONG LUMBER
  - APPROX QTY. REQUIRED: (33) - 8' PLANKS

DEDUCT \$1,600.00 FROM QUOTE TOTAL IF SOURCING LUMBER LOCALLY

145-100-100	EACH	40.0	0.0	0.0	245.0000	9,800.00
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WOODLESS PAD KIT - UNPRINTED

STANDARD PAD SIZE: 3' H X 4' W  
CONNECTION TO: BEACON MODULAR WALL

CONSTRUCTION: 2" THICK FOAM WITH 18-OZ UV-TREATED VINYL COVER  
EACH PAD INCLUDES: MOUNTING BRACKETS, FULL-LENGTH SUPPORT BATTEN, & VELCRO TO SECURE BOTTOM OF PAD TO WALL  
COLOR: TBD

ADD \$120.00 PER PAD FOR CUSTOM PRINTING

- \*\* IMPORTANT - PLEASE NOTE \*\*
- CUSTOM PRINTING AVAILABLE FOR ADDITIONAL CHARGE
  - CUSTOM SIZED FILL-IN PADS MAY BE REQUIRED

- \*\* PRIOR TO PLACING ORDER \*\*
- CUSTOMER RESPONSIBLE FOR FIELD CHECKING & CONFIRMING MEASUREMENTS, PAD SIZES, & QUANTITIES
  - DRAWINGS AND ARTWORK MOCKUP NEED TO BE SIGNED AND APPROVED PRIOR TO ORDER BEING PLACED
  - REQUOTE REQUIRED IF - CHANGE TO PAD SIZES, QUANTITIES, ARTWORK, OR CONSTRUCTION - INCLUDING ADDITION OF CUTOUTS, MITER OR BEVELED EDGES

*Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.*

Net Order:	63,200.00
Discount	0.00
Freight:	3,500.00
Sales Tax:	0.00
<b>Order Total (USD):</b>	<b>66,700.00</b>

***Our promise to our customers...***

- Prompt response to your inquiries from knowledgeable and courteous staff*
- Quality products that meet your demanding requirements*
- Commitment to continuous improvement to achieve an exceptional customer experience*

*Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.*

*John Maher, CEO*

**BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS**

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

**1. PRICES; PAYMENT.** The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.

**2. CUSTOM ORDERS.** Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.

**3. CHANGES AND CANCELLATIONS.** Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.

**4. DELIVERY.** Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.

**5. INSPECTION FOR DAMAGES AND ACCEPTANCE.** Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.

**6. WARRANTIES.** Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.

**7. REMEDIES.** In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.

**8. LIMITATION OF LIABILITY.** Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



**9. INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.

**10. COPYRIGHTS AND LICENSES.** Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.

**11. FORCE MAJEURE.** Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.

**12. GOVERNING LAW.** The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.

**13. ACCEPTANCE.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

**14. MISCELLANEOUS.** The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: \_\_\_\_\_

**Seller:**

**Buyer:**

BEACON ATHLETICS, LLC

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_